



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
APRIL 4, 2022 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Pastor Mike Carroll, First Assembly DeLand

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Art in Public Places, Blue Lake Elementary.
2. Proclamation, National Healthcare Decisions Month.
3. Proclamation, Water Conservation Month.
4. Introduction of New Police Officer, Griffen Bernardo.
5. Certificate of Appreciation in Honor of the Retirement of Detective Thomas Gillan.
6. Resolution No. 2022-23, in Honor of the Retirement of Lieutenant Chris Jaques.

CONSENT AGENDA

1. Resolution Approving Surplus of Glock Firearm for Detective Thomas Gillan Upon His Retirement.

It is recommended that the City Commission adopt the Resolution declaring the referenced Glock firearm as surplus and present it to Det. Thomas Gillan for his years of service to the City of DeLand.

2. Resolution Approving Surplus of Glock Firearm for Lieutenant Chris Jaques Upon His Retirement.

It is recommended that the City Commission adopt the Resolution declaring the referenced Glock firearm as surplus and present it to Lt. Chris Jaques for his years of service to the City of DeLand.

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

Presentation of second quarter budget amendment recognizing anticipated actual revenues and expenditures.

4. Resolution Approving Sole Source Purchase, ESRI 3-Year Agreement.

ESRI is the owner and manufacturer, and the sole source provider of all US domestic Small Municipal and County Government Enterprise Agreements.

5. Consideration re Settlement re John Anderson, et al vs. City of DeLand (Workman Compansation Case).

It is recommended the City Commission approve the settlement in the amount of \$75,000.00.

6. Consideration re First Amendment to Property Access Agreement for Brownfield Program Groundwater Testing.

Granting access to CR Florida Real Estate, LLC to city right-of-way for installation of an additional ground water well for sampling.

7. Consideration re Award of Bid for South Reclaim Pump House & Reclaimed Water Main Extension.

Staff recommends that the City Commission award the South Reclaim Pump House and Reclaimed Water Main Extension Project to McMahon Construction Co., Inc. in the amount of \$2,641,000.00.

8. Consideration re Task Order Assignment, South Reclaim Pump Station CEI Services.

Staff recommends that the City Commission approve the subject task order with Mead & Hunt to provide CEI Services for the south Reclaim Pump Station and Reclaimed Water Main Extension.

9. Consideration re West Volusia Water Suppliers Interlocal Agreement for Water Capital Project Planning and Programming.

Staff recommends that the City Commission approve execution of the interlocal agreement and approval to enter into the contract with Mead and Hunt (pending approval of the interlocal agreement by all parties) for the purposes of delivering the aforementioned proposal scope items.

10. Consideration re Award of Bid for Melching Field – Field Improvements - Bid No. 22-08.

Staff recommends that the City Commission award the Melching Field – Field Improvements Bid No. 22-08 to Burke Construction Group, Inc. for the amount negotiated and agreed to by City Staff. This amount will be lower than the bid amount of \$1,333,600.00.

11. Consideration re Recognition of “Right of First Refusal” between MT Propeller USA, Inc. and the City of DeLand.

Staff recommends approval of the “Right of First Refusal” agreement between MT Propeller USA and the City of DeLand and authorize the Mayor Commissioner to execute the “Right of First Refusal” agreement.

12. Consideration re Agreement for Acquisition of Parcels from Jose Ramirez, Relating to the Utility Administration Center and the Upgrading and Improvement of the Utility Plant Complex and Facilities.

Approval of a purchase and sale agreement with property owner, Jose Ramirez, for acquisition of parcels relating to the Utility Administration Center and the upgrading and improvement of the utility plant complex and facilities.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

OLD BUSINESS

1. Second Reading of Ordinance No. 2022-04, Changing the Zoning from C-2, Commercial and R-1, Single Family to 425 South Planned Development at 425 South Woodland Boulevard.

The City Commission is requested to approve the rezoning of this property to 425 South PD for the development of a 2-story office/business building, parking and stormwater retention area on 2.09 acres.

2. Second Reading of Ordinance No. 2022-05, Changing the Zoning from Volusia County's R-4, Urban Single-Family, to City of DeLand Park's Toyota PD, Located at 230 East Taylor Road, for Approximately 2.36 Acres of Property.

The applicant, Michael Wojtuniak, P.E., is requesting to amend the zoning designation of the subject properties from Volusia County's – R-4, Urban Single-Family, to City of DeLand Park's Toyota PD, as the second amendment to the existing PD.

3. Second Reading of Ordinance No. 2022-06, Amending Chapter 33 "Land Development Regulations" Amending Section 33-17.23 "Allowed Uses in Commercial and Industrial Zoning Districts" to Allow Veterinary Services use in a P-1 Classification.

This is the second reading of the ordinance amending Chapter 33 "Land Development Regulations" Amending Section 33-17.23 "Allowed Uses in Commercial and Industrial Zoning Districts" to allow Veterinary Services use in a P-1 Classification. First reading was heard and approved by the City Commission on March 21, 2022.

NEW BUSINESS

1. Resolution Approving Community Development Block Grant (CDBG) Budget for Fiscal Year 2022-2023.

The proposed CDBG Budget for Fiscal Year 2021-2022 will result in the expenditure of funds for the benefit of targeted areas of the City of DeLand upon approval of grant applications submitted to Volusia County.

2. Resolution Approving Final Subdivision Plat-Victoria Oaks Phase D, Located West of the Terminus of Camilla Drive and Diana Way.

The applicant, Brian Hefner, Colliers Engineering, has applied for the purpose of approving a final plat for Victoria Oaks – Phase D.

3. Consideration re Tree Replacement/Funding Agreement for Cresswind DeLand Phase 1.

Consideration of Tree Replacement/Funding Agreement for Cresswind DeLand Phase 1.

4. Consideration re Agreement to Exchange Real Property with DEPROP, LLC, Relating to the Beresford Avenue Extension Road Improvement Project.

Approval of agreement to exchange real property with DEPROP, LLC, relating to the Beresford Avenue Extension road improvement project.

5. Consideration re Agreement with Volusia County School Board for Use of Athletic Facilities.

Approval of the Athletic Facilities Temporary Use Agreement with the Volusia County School Board.

6. Resolution Calling for General, Special and Run-off Elections.

It is recommended that the City Commission adopt the Resolution.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY COMMISSION

ADJOURNMENT

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

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

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

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

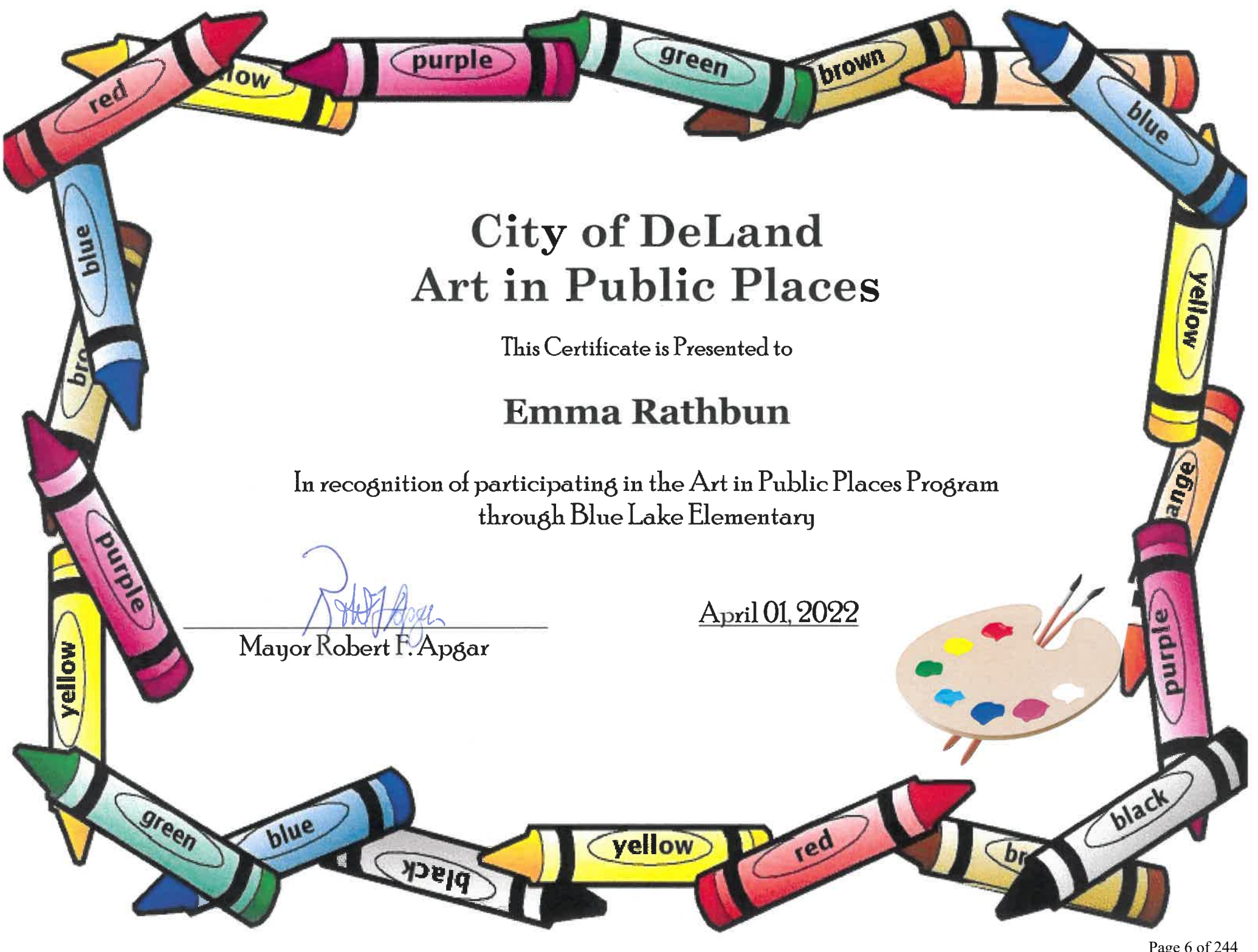
In accordance with the American Disabilities Act, persons needing a special accommodation in order to participate in the proceedings should notify the City Clerk's Office at least 48 hours in advance of the meeting: 626-7132.

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

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

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

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

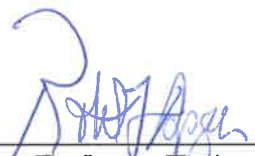


City of DeLand Art in Public Places

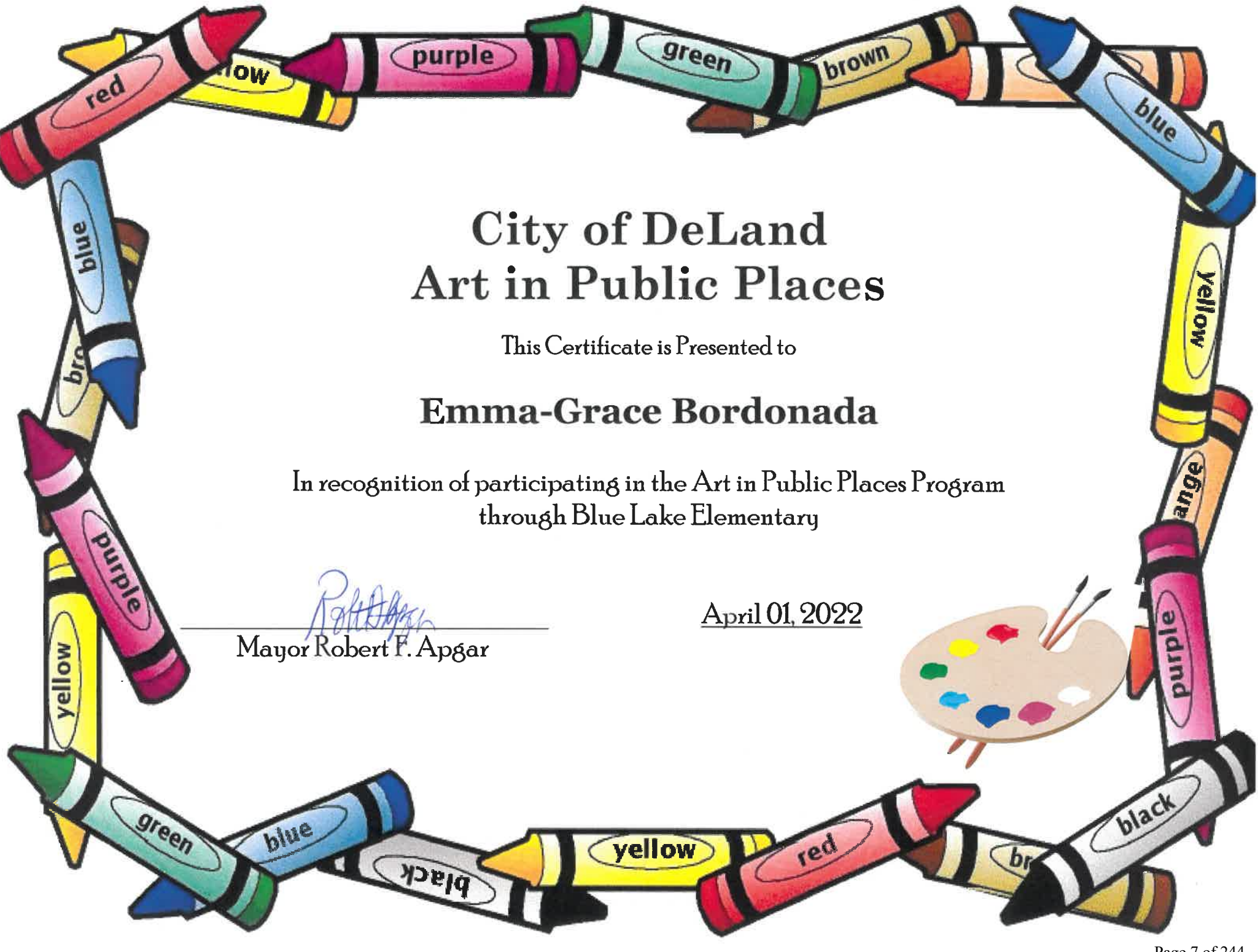
This Certificate is Presented to

Emma Rathbun

In recognition of participating in the Art in Public Places Program
through Blue Lake Elementary


Mayor Robert F. Apgar

April 01, 2022



City of DeLand Art in Public Places

This Certificate is Presented to

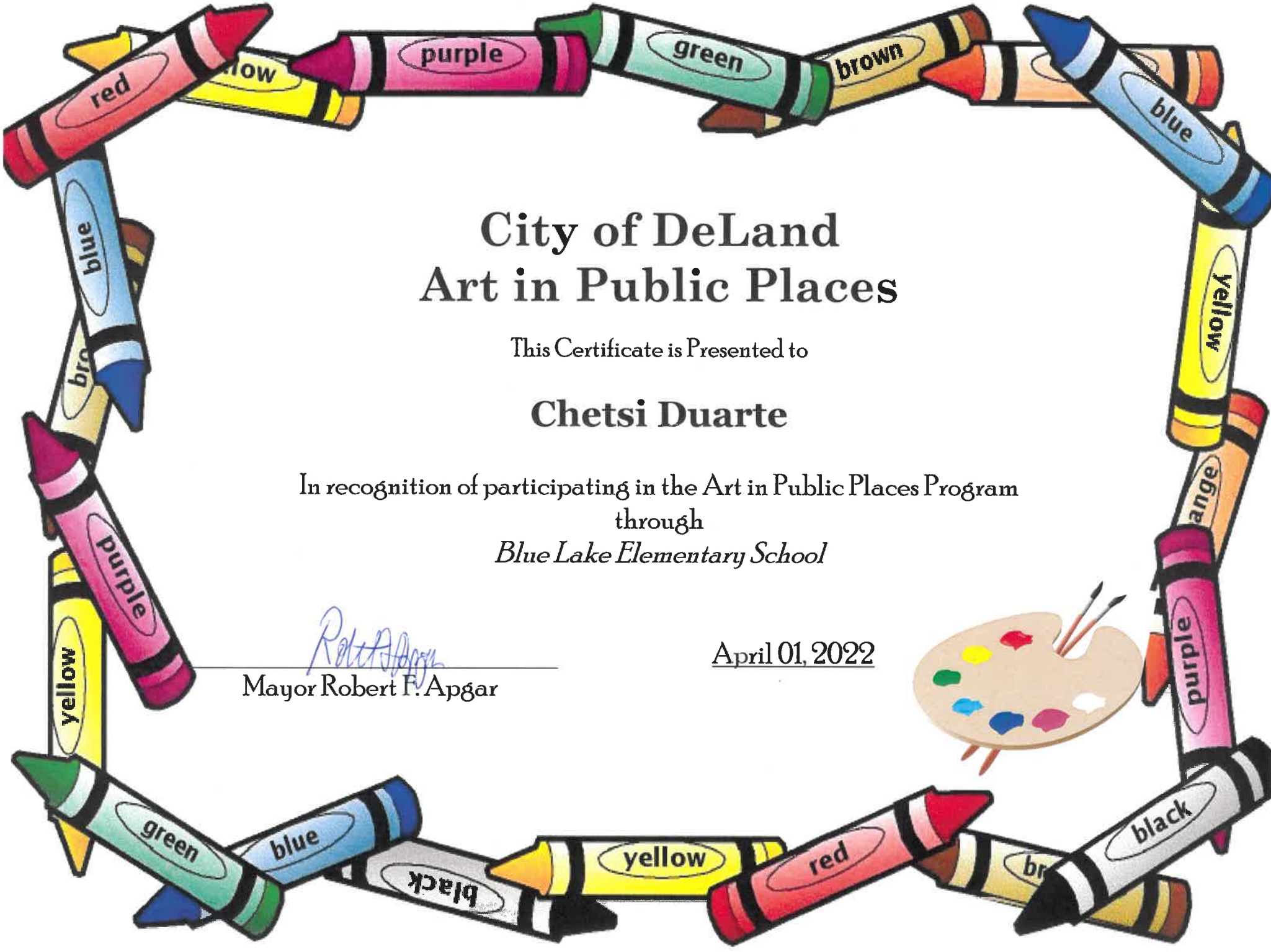
Emma-Grace Bordonada

In recognition of participating in the Art in Public Places Program
through Blue Lake Elementary


Mayor Robert F. Apgar

April 01, 2022





City of DeLand Art in Public Places

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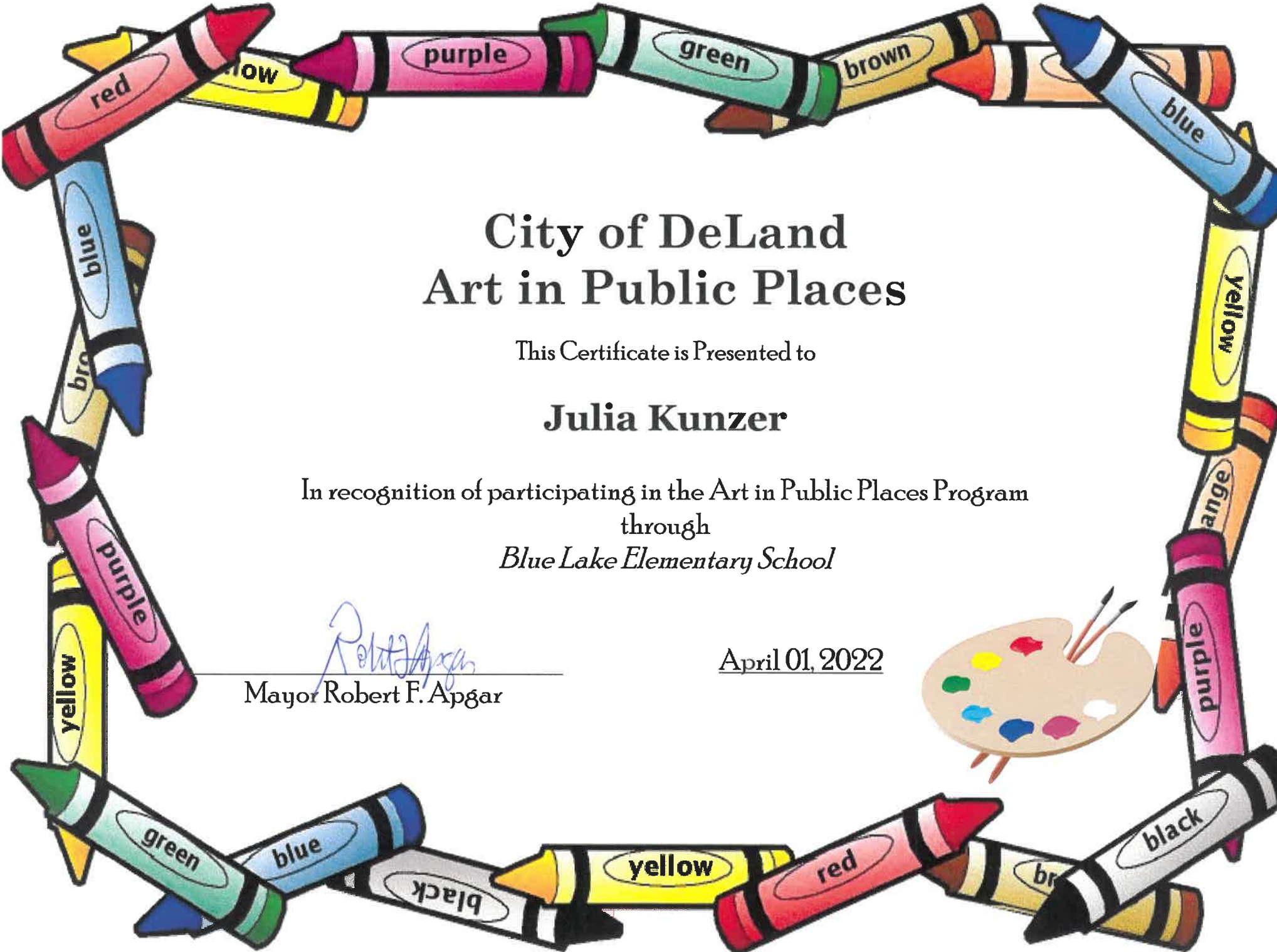
Chetsi Duarte

In recognition of participating in the Art in Public Places Program
through
Blue Lake Elementary School



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April 01, 2022



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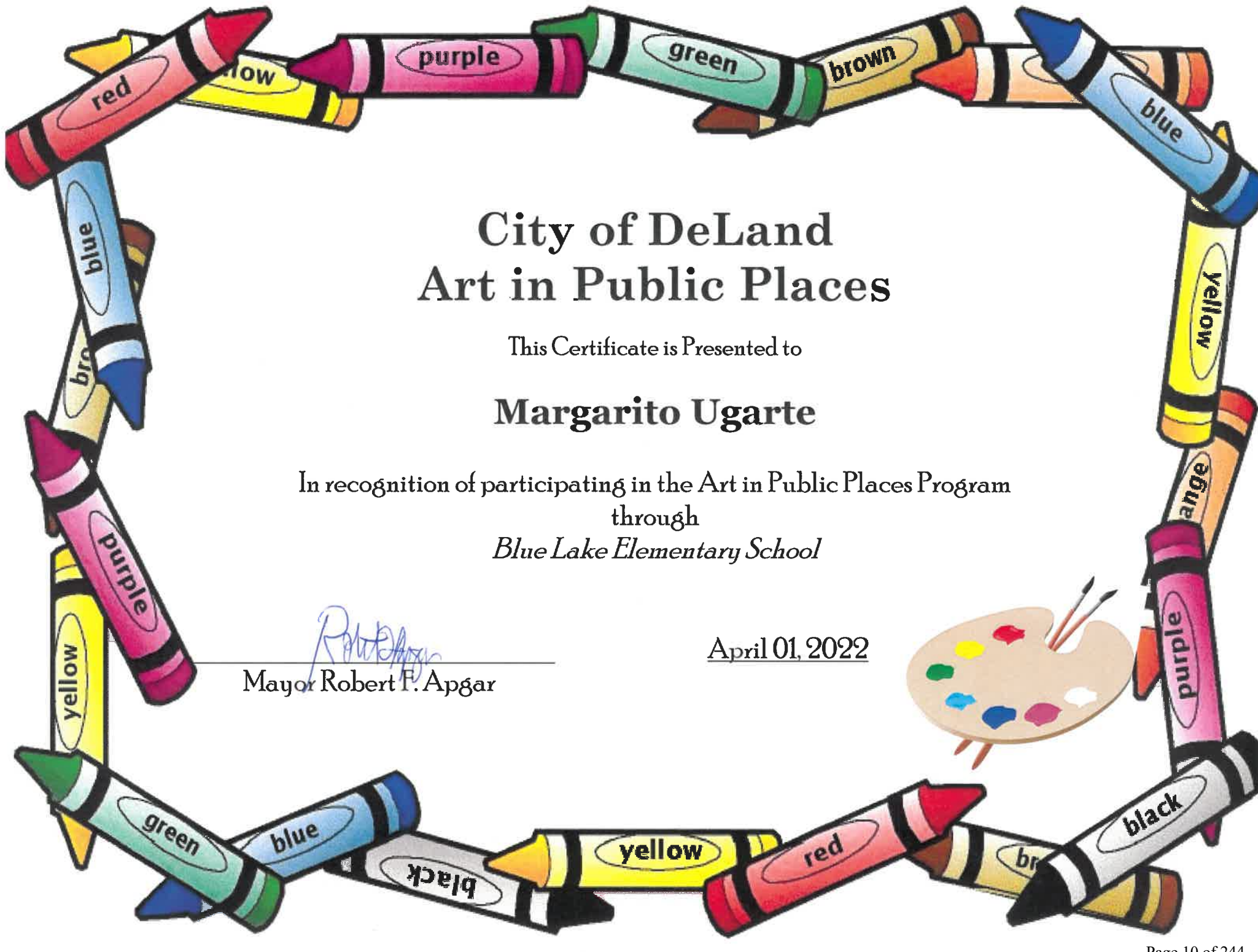
Julia Kunzer

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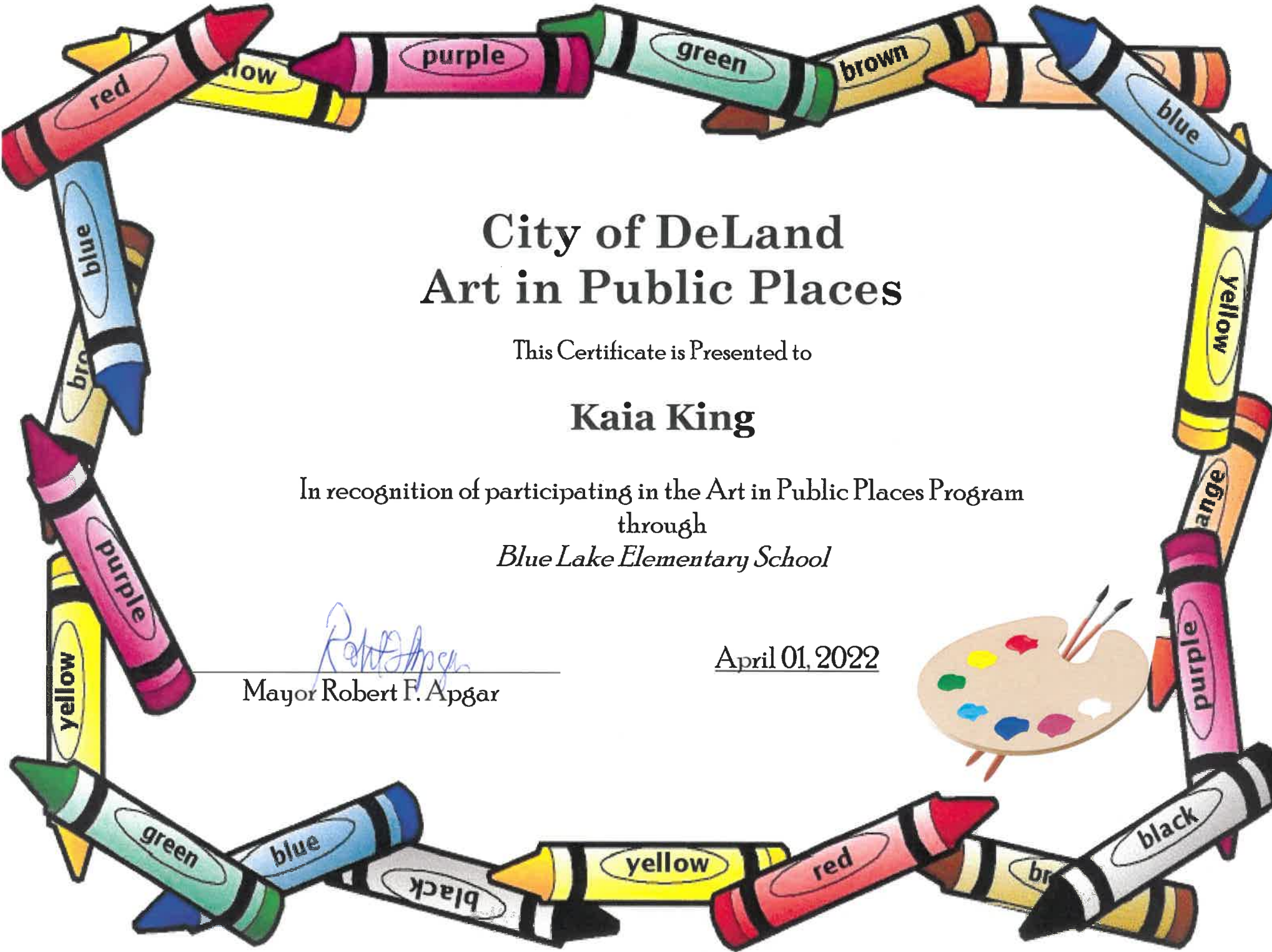
Margarito Ugarte

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Blue Lake Elementary School



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April 01, 2022

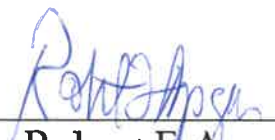


City of DeLand Art in Public Places

This Certificate is Presented to

Kaia King

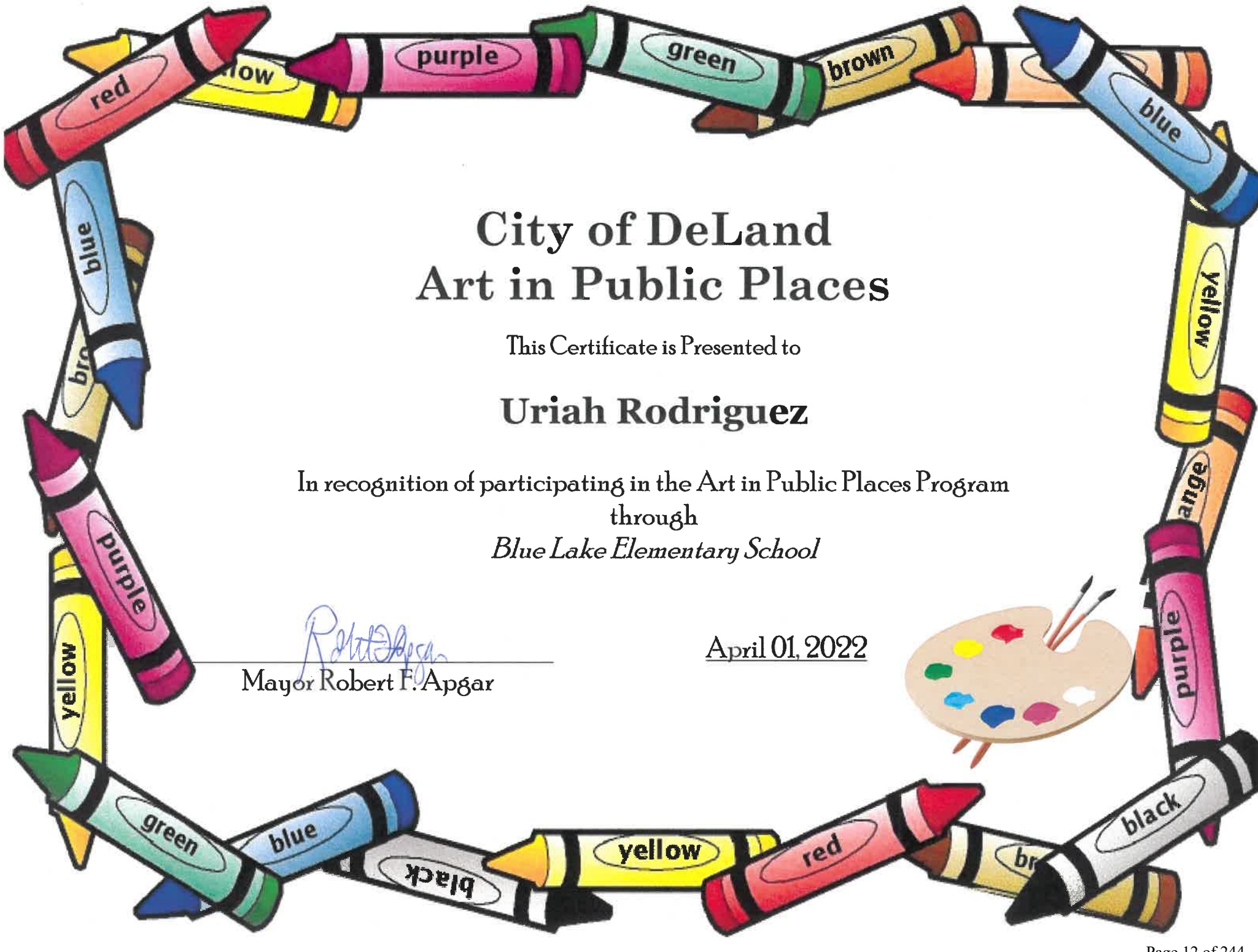
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April 01, 2022



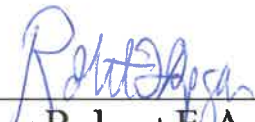


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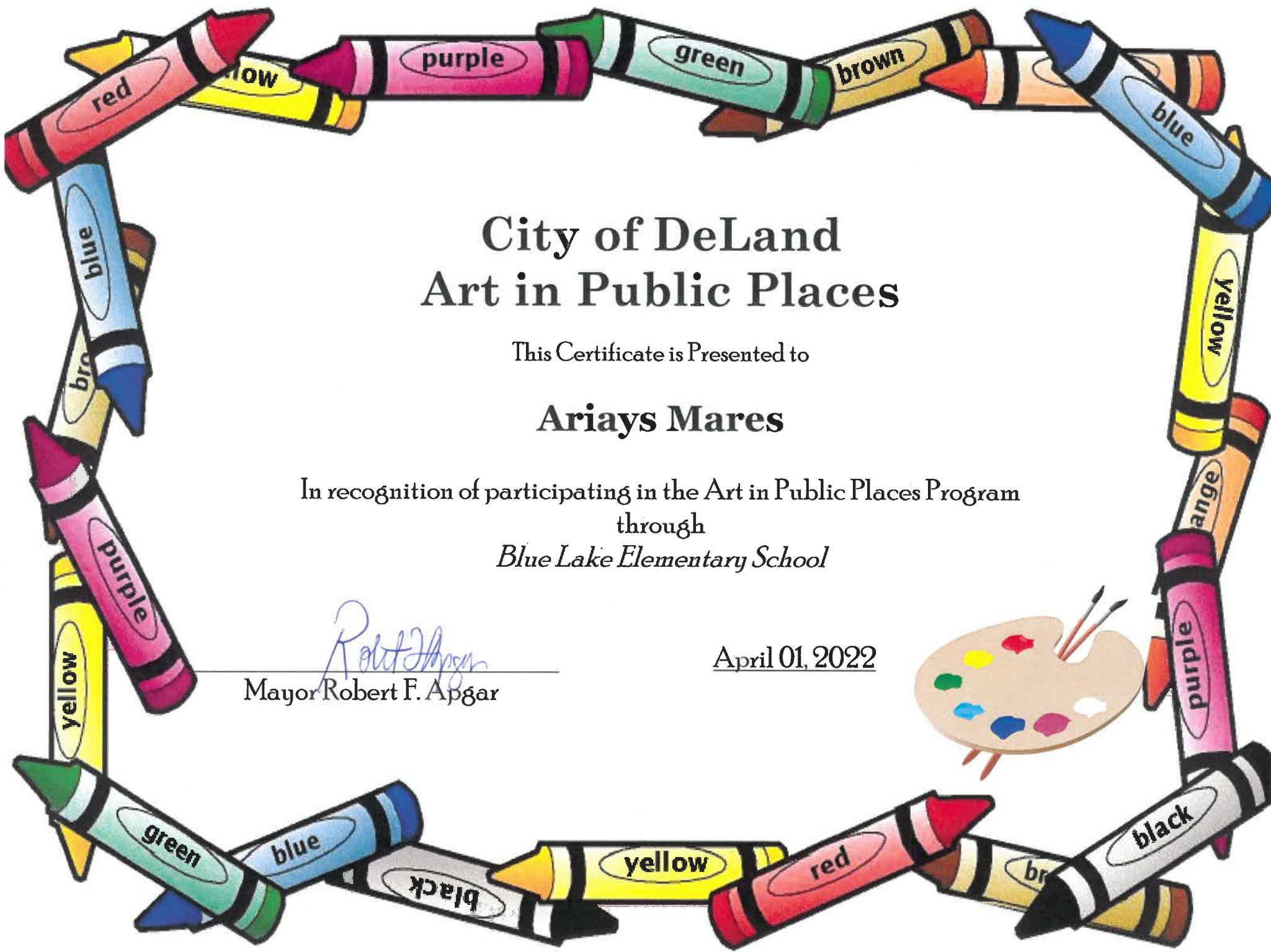
Uriah Rodriguez

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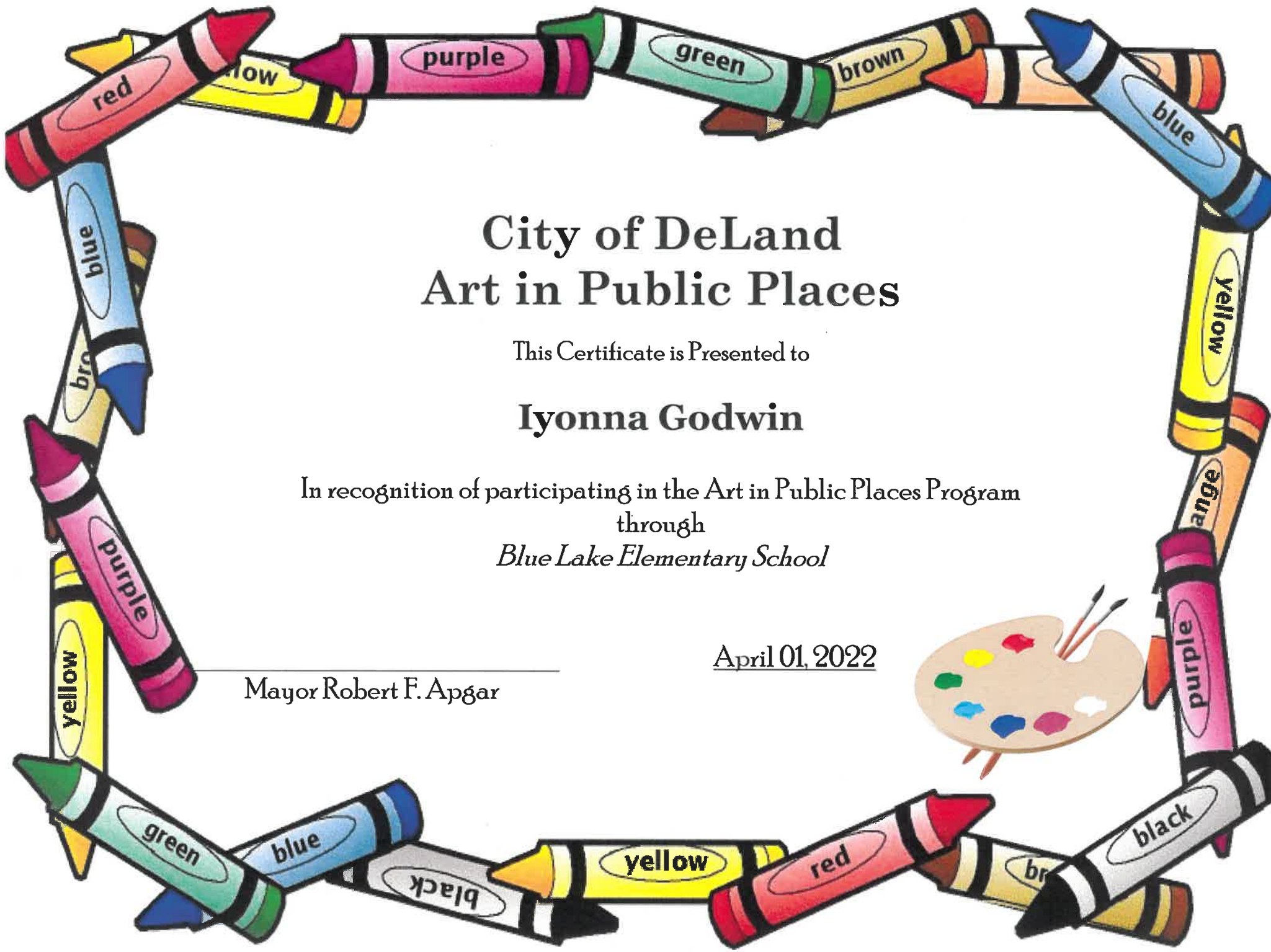
Ariays Mares

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Blue Lake Elementary School


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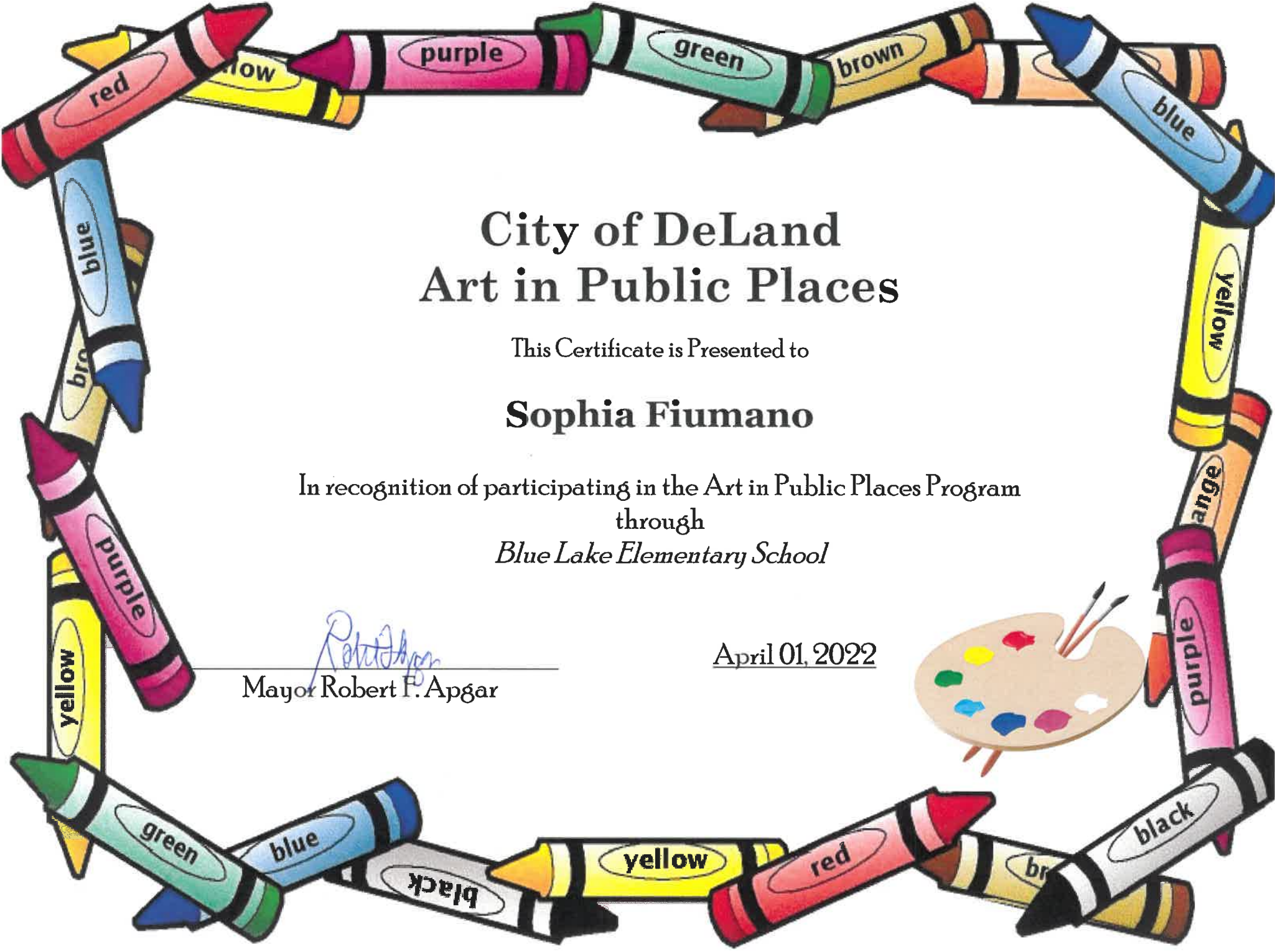
Iyonna Godwin

In recognition of participating in the Art in Public Places Program
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Blue Lake Elementary School

Mayor Robert F. Apgar

April 01, 2022



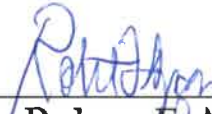


City of DeLand Art in Public Places

This Certificate is Presented to

Sophia Fiumano

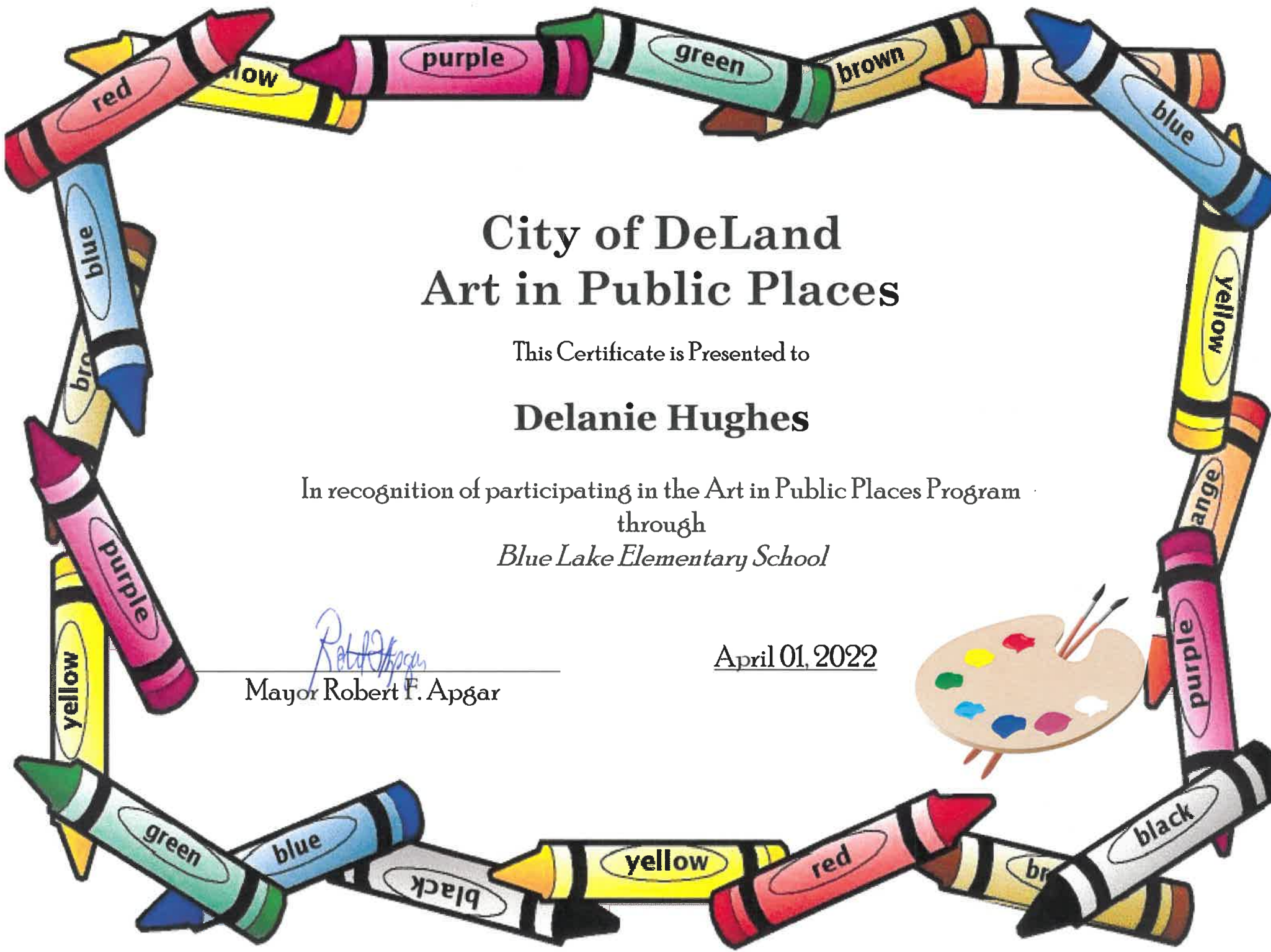
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City of DeLand Art in Public Places

This Certificate is Presented to

Delanie Hughes

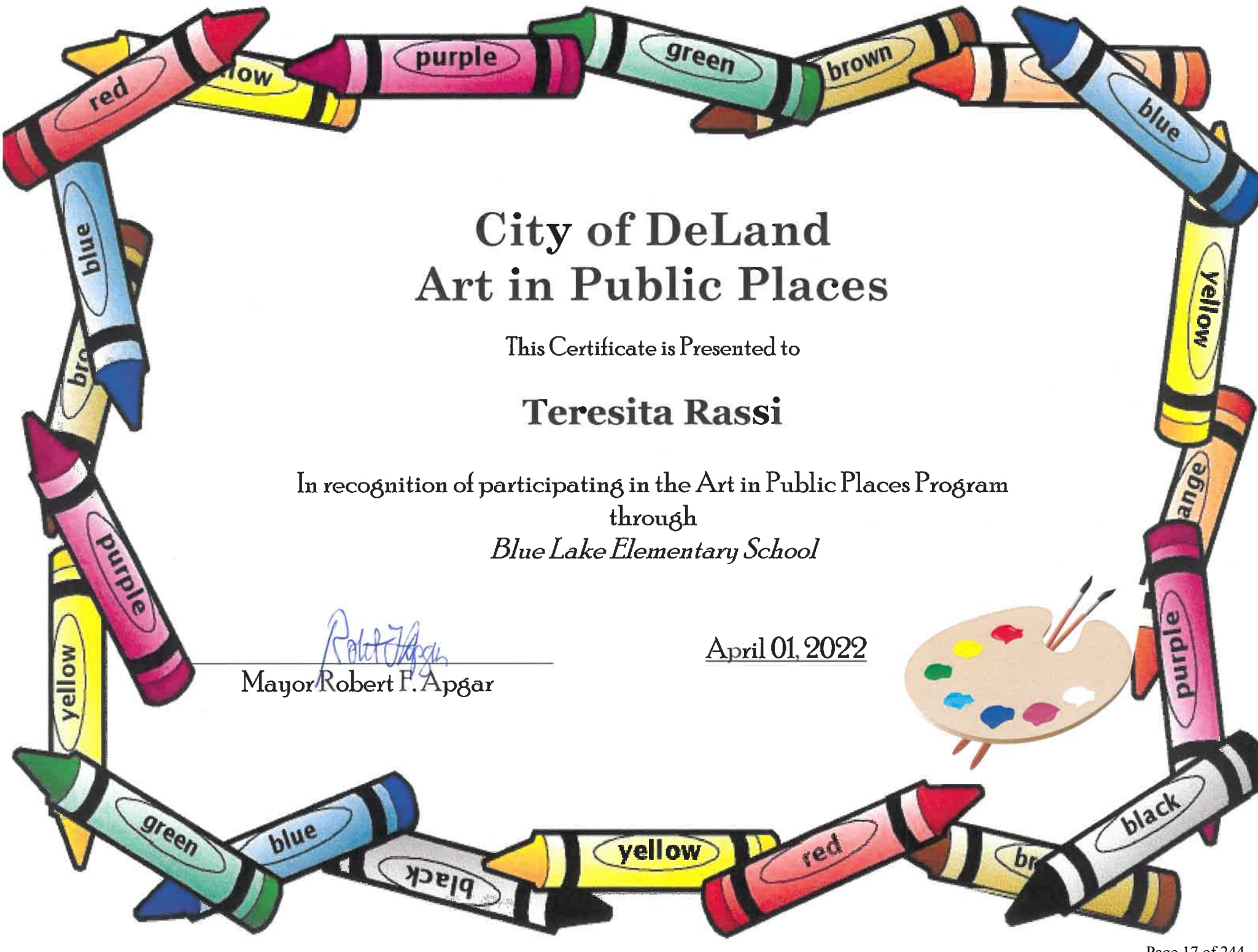
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April 01, 2022



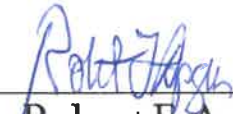


City of DeLand Art in Public Places

This Certificate is Presented to

Teresita Rassi

In recognition of participating in the Art in Public Places Program
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Blue Lake Elementary School


Mayor Robert F. Apgar

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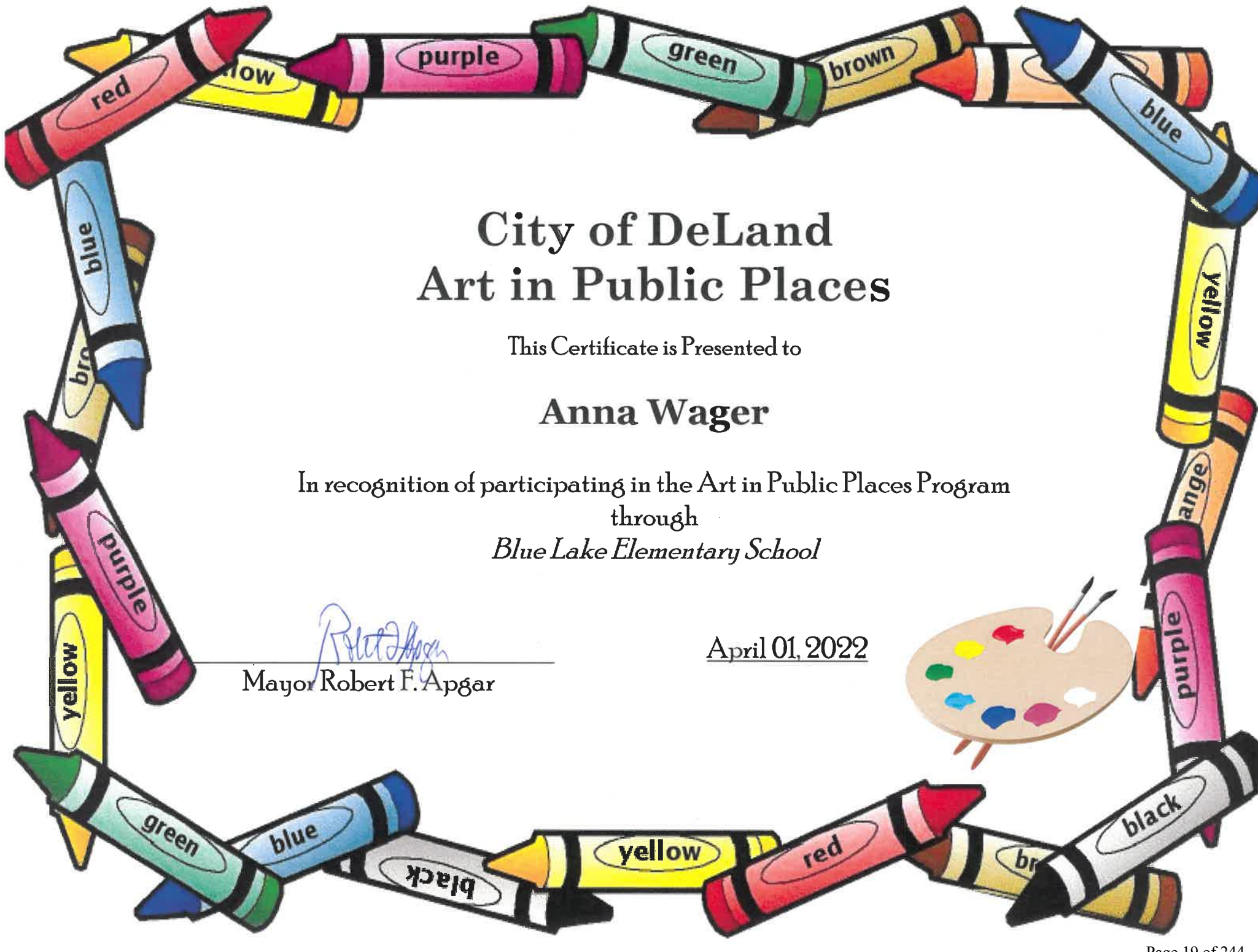
Elaina Skeek

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through
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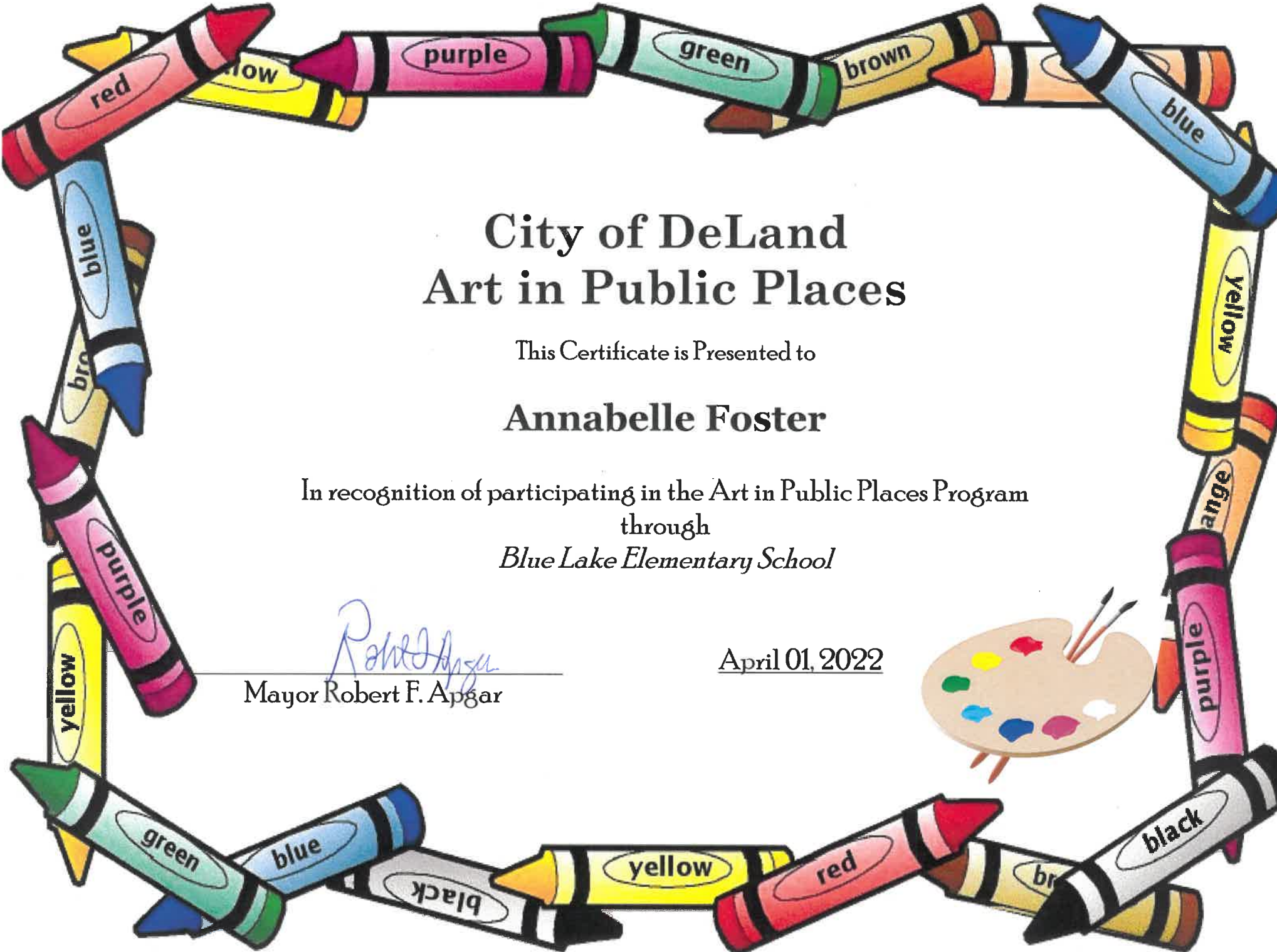
Anna Wager

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Mayor Robert F. Apgar

April 01, 2022

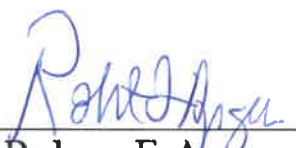


City of DeLand Art in Public Places

This Certificate is Presented to

Annabelle Foster

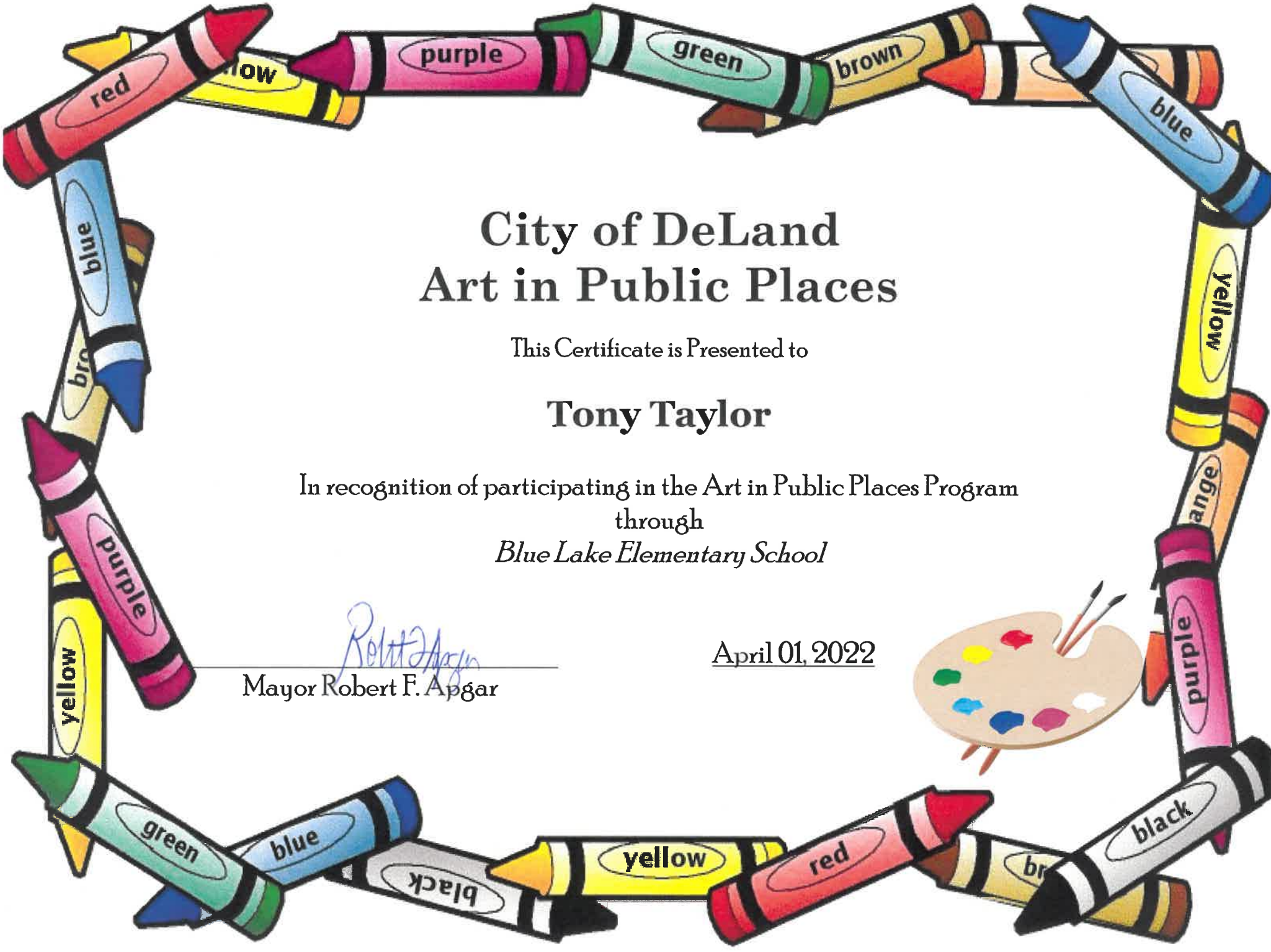
In recognition of participating in the Art in Public Places Program
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Mayor Robert F. Apgar

April 01, 2022





City of DeLand Art in Public Places

This Certificate is Presented to

Tony Taylor

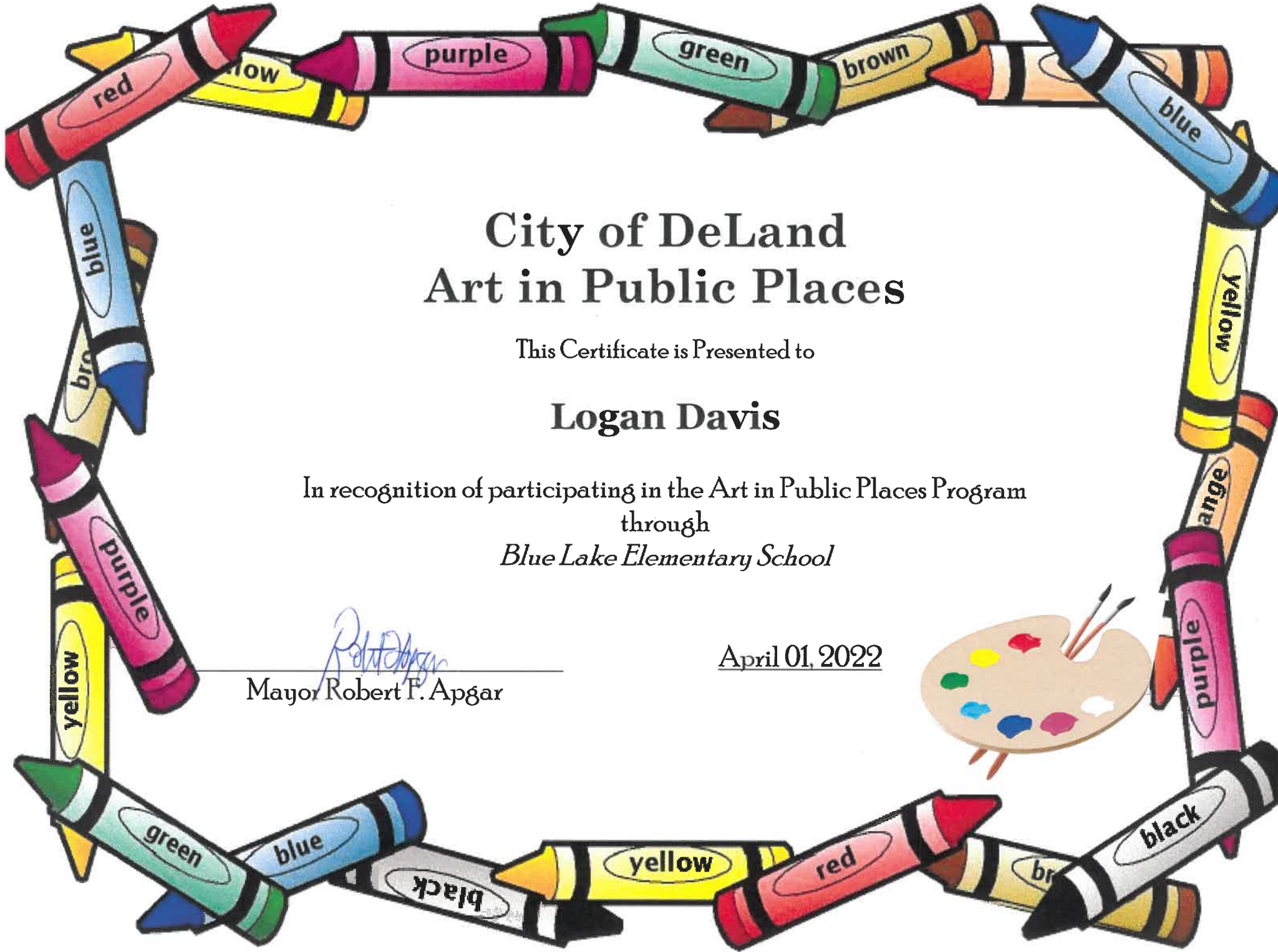
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Mayor Robert F. Apgar

April 01, 2022





City of DeLand Art in Public Places

This Certificate is Presented to

Logan Davis

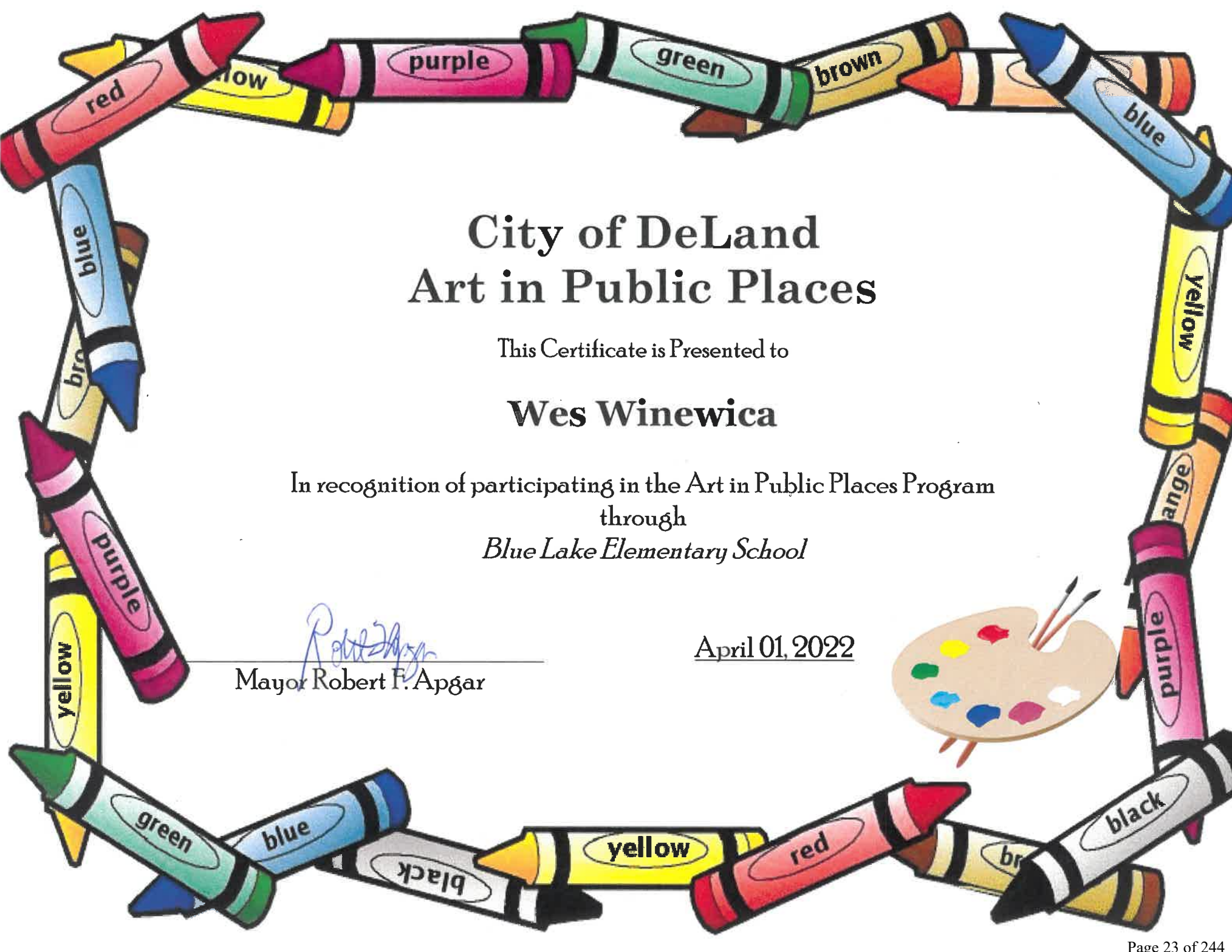
In recognition of participating in the Art in Public Places Program
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Blue Lake Elementary School



Mayor Robert F. Apgar

April 01, 2022



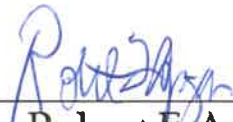


City of DeLand Art in Public Places

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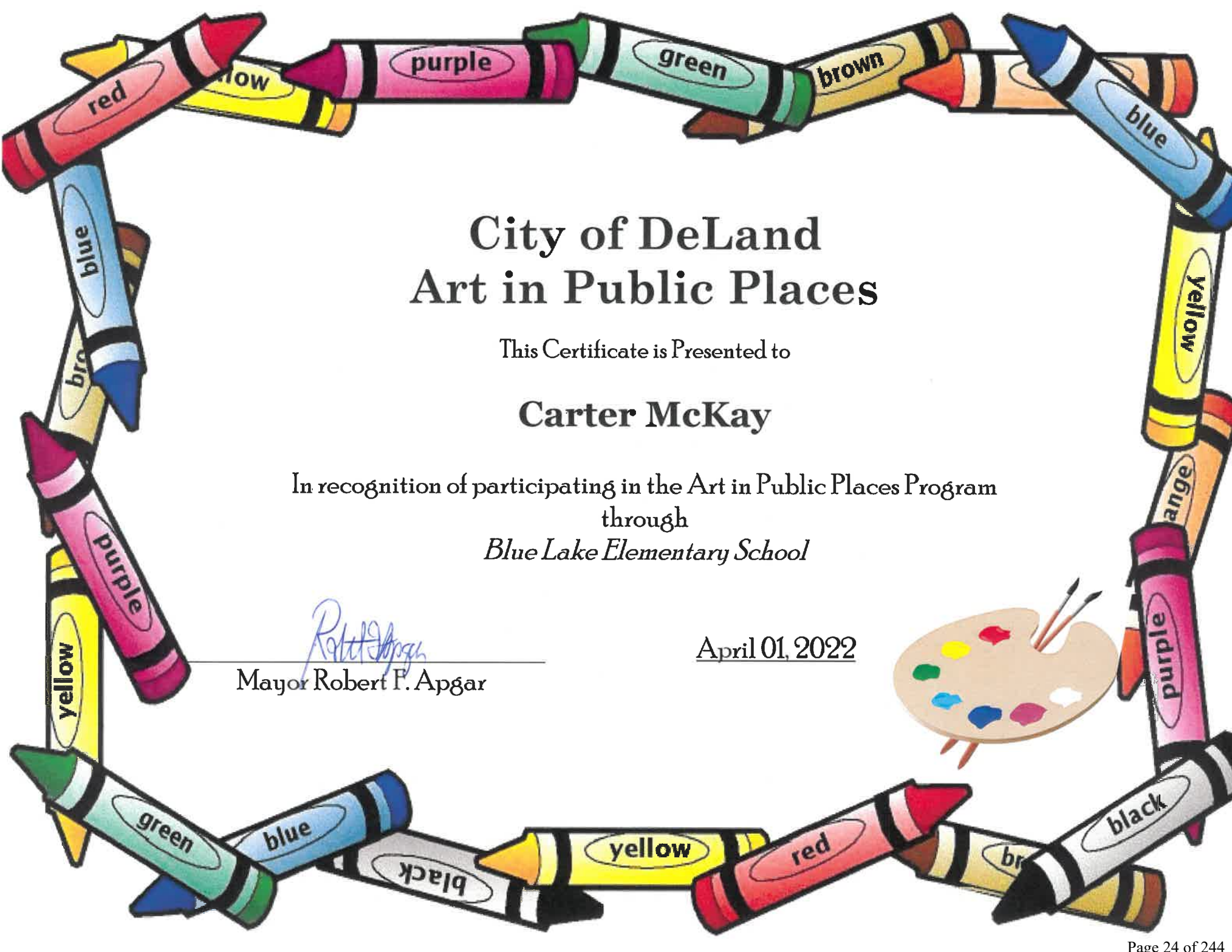
Wes Winewica

In recognition of participating in the Art in Public Places Program
through
Blue Lake Elementary School



Mayor Robert F. Apgar

April 01, 2022



City of DeLand Art in Public Places

This Certificate is Presented to

Carter McKay

In recognition of participating in the Art in Public Places Program
through
Blue Lake Elementary School



Mayor Robert F. Apgar

April 01, 2022



The CITY OF DELAND

Volusia County, Florida

Proclamation

Whereas, National Healthcare Decision Day is recognized across our nation on April 16, 2022 to raise public awareness of the need to plan ahead for health-care decisions, especially those related to end of life care and medical decision-making when patients are unable to speak for themselves, and to encourage the specific use of advanced directives to communicate these important health care decisions; and

Whereas, many DeLand residents have not yet prepared for health-care decisions in times of crisis or at end of life, nor had important conversations with their families and their healthcare with their families and documented those decisions; and

Whereas, it is likely a significant reason for these low percentages is that there is both a lack of awareness and an uncertainty in the public about Advanced Directives; and

Whereas, one of the goals of Healthcare Decisions Day is to raise awareness and provide clear and consistent information to the public about advanced directives, as well as to encourage medical professionals and lawyers to volunteer their time and efforts to improve public knowledge and increase the number of citizens with advanced directives; and

Whereas, Haven Hospice and other healthcare providers endorses this event and are committed to education the public during the month of April to stress the importance of discussing health care choices and executing advance directive to make their wishes known.

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

National Healthcare Decisions Month

in the City of DeLand and urge all citizens of DeLand to help recognize and raise awareness to National Healthcare Decisions Month.

Done and proclaimed this 4th day of April 2022.

Robert F. Apgar, Mayor

Attest:

Julie A. Hennessy, City Clerk - Auditor



The CITY OF DELAND

Volusia County, Florida

Proclamation

Whereas, water is a basic and essential need of every living creature; and

Whereas, The State of Florida, Water Management Districts and DeLand are working together to increase awareness about the importance of water conservation; and

Whereas, DeLand and The State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educated citizens about how they can help save Florida's precious water resources; and

Whereas, DeLand has always encouraged and supported water conservation, through various educational programs and special events; and

Whereas, every business, industry, school and citizen can make a difference when it comes to conserving water; and

Whereas, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community.

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

Water Conservation Month

in the City of DeLand and urge all citizens and businesses of DeLand to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

Done and proclaimed this 4th day of April 2022.

Robert F. Apgar, Mayor

Attest:

Julie A. Hennessy, City Clerk - Auditor



The CITY OF DELAND
Volusia County, Florida

Certificate of Recognition
Presented to
Officer Thomas Gillan

Whereas, Detective Thomas Gillan, after thirteen years of service to this community, retired as a sworn Police Officer on March 24, 2022; and

Whereas, Detective Thomas Gillan has dedicated his career to the safety and protection of our community, serving well and faithfully as an Officer of the DeLand Police Department; and

Whereas, Detective Gillan was hired as a Police Officer by the City of DeLand on July 7, 2008; and

Whereas, Detective Gillan began his career with DeLand Police Department serving as an officer in the Patrol Division and has worked as a detective in the Criminal Investigations Division since 2018; and

Whereas, during Detective Gillan's professional career he received numerous commendations and letters of recognitions in honor of his outstanding performance. He has been loyal to his fellow officers and the community throughout his career; and

Whereas, Detective Thomas Gillan's dedication and commitment to the City of DeLand and to the DeLand Police Department has earned the respect, admiration, and high regard of his superiors and his fellow officers, as well as that of the citizens of this community; and

Now, therefore, I Robert F. Apgar, Mayor of the City of DeLand, and on behalf of the DeLand City Commission do hereby present to Detective Thomas Gillan this Certificate of Recognition and extend to him our appreciation for his dedicated commitment to the City of DeLand, to his fellow employees and to the members of the community.

Done and proclaimed this 4th day of April 2022.

Robert F. Apgar, Mayor

Attest

Julie A. Hennessy, City Clerk - Auditor



The CITY OF DELAND

Volusia County, Florida

RESOLUTION NO. 2022-23

A RESOLUTION OF APPRECIATION AND RECOGNITION BY THE CITY COMMISSION OF THE CITY OF DELAND, FLORIDA, TO CHRIS JAKUES UPON HIS RETIREMENT AFTER TWENTY YEARS OF SERVICE TO THE CITY OF DELAND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Police Lieutenant Chris Jaques has dedicated his career to the safety and protection of our community, serving well and faithfully as Lieutenant of the DeLand Police Department; and

WHEREAS, Lieutenant Chris Jaques, after twenty years of service to this community, will retire as a sworn Police Lieutenant; and

WHEREAS, Lieutenant Chris Jaques was hired as a Police Officer by the City of DeLand on December 20, 2001. He was promoted to the rank of Sergeant on September 13, 2008 and the rank of Lieutenant on June 28, 2014. During Lt. Jaques' professional career he was a member of multiple divisions within the department; such as: Patrol, Criminal Investigations, Professional Standards Bureau, and the Volusia County Sheriff's Office multi-jurisdictional SWAT Team. He has been loyal to his fellow officers and the community throughout his career; and

WHEREAS, Lieutenant Chris Jaques' dedication and commitment to the City of DeLand and to the DeLand Police Department have earned the respect, admiration, and high regard of his superiors and his fellow officers, as well as that of the citizens of this community.

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

Section 1. That the City Commission of the City of DeLand does hereby honor Lieutenant Chris Jaques for his twenty years of service to the City of DeLand and the DeLand Police Department for the duty, honor, courage, integrity, caring, respect, and loyalty he has devoted to the community.

Section 2. This resolution shall be spread upon the minutes of the City Commission of the City of DeLand as part of the permanent memento of the City's thanks and appreciation to Lieutenant Chris Jaques.

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

PASSED AND DULY ADOPTED this April 4, 2022.

Robert F. Apgar
Mayor - Commissioner

Attest:

Julie A. Hennessy, City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
April 4, 2022

SUBJECT: Resolution Approving Surplus of Glock Firearm for Detective Thomas Gillan Upon His Retirement.

DEPARTMENT: Police

PREPARED BY: Jason Umberger, Police Chief

ATTACHMENTS: Resolution

APPROVED BY: Michael Pleus, City Manager, March 30, 2022

SUMMARY/HIGHLIGHT:

The DeLand Police Department requests the following firearm be declared as surplus: One Glock Model 17, Gen 5, 9mm. This firearm will be presented to Det. Thomas Gillan upon his retirement as a token of appreciation in honor of his thirteen years of service to the City of DeLand.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government/Maintaining a Safe Community

SUSTAINABILITY:

Safety and Security.

FISCAL IMPACT:

The cost of this item at the time of purchase was \$500.50.

RECOMMENDATION:

It is recommended that the City Commission adopt the Resolution declaring the referenced Glock firearm as surplus and present it to Det. Thomas Gillan for his years of service to the City of DeLand.

BACKGROUND/DISCUSSION:

N/A

RESOLUTION NO. 2022 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
DECLARING ONE GLOCK FIREARM TO BE SURPLUS;
AUTHORIZING RETIREMENT OF THE FIREARM; AND PROVIDING
AN EFFECTIVE DATE.**

WHEREAS, The City of DeLand owns a Glock, Model 17, Gen 5, 9mm gun bearing serial number BTWS765; and

WHEREAS, the City Commission of the City of DeLand wishes to retire this weapon; and

WHEREAS, the City Commission of the City of DeLand wishes to present this weapon as a token of appreciation to Detective Thomas Gillan for his years of service to the DeLand Police Department.

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

Section 1. The Glock, Model 17, Gen 5, 9mm gun bearing serial number BTWS765, is hereby declared surplus and retired.

Section 2. The Glock, Model 17, Gen 5, 9mm gun bearing serial number BTWS765, is hereby presented to Detective Thomas Gillan as a token of appreciation for his years of service to the DeLand Police Department.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED this 4th day of April 2022.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

CITY OF DELAND
Request for Commission Action
April 4, 2022

SUBJECT: Resolution Approving Surplus of Glock Firearm for Lieutenant Chris Jaques Upon His Retirement.

DEPARTMENT: Police

PREPARED BY: Jason Umberger, Police Chief

ATTACHMENTS: Glock Resolution- Lt. Jaques

APPROVED BY: Michael Pleus, City Manager, March 30, 2022

SUMMARY/HIGHLIGHT:

The DeLand Police Department requests the following firearm be declared as surplus: One Glock Model 17, Gen 5, 9mm. This firearm will be presented to Lt. Chris Jaques upon his retirement as a token of appreciation in honor of his twenty years of service to the City of DeLand.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government/Maintaining a Safe Community.

SUSTAINABILITY:

Safety and Security.

FISCAL IMPACT:

The cost of this item at the time of purchase was \$500.50.

RECOMMENDATION:

It is recommended that the City Commission adopt the Resolution declaring the referenced Glock firearm as surplus and present it to Lt. Chris Jaques for his years of service to the City of DeLand.

BACKGROUND/DISCUSSION:

N/A

RESOLUTION NO. 2022 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
DECLARING ONE GLOCK FIREARM TO BE SURPLUS;
AUTHORIZING RETIREMENT OF THE FIREARM; AND PROVIDING
AN EFFECTIVE DATE.**

WHEREAS, The City of DeLand owns a Glock, Model 17, Gen 5, 9mm gun bearing serial number BTWS766; and

WHEREAS, the City Commission of the City of DeLand wishes to retire this weapon; and

WHEREAS, the City Commission of the City of DeLand wishes to present this weapon as a token of appreciation to Lieutenant Chris Jaques for his years of service to the DeLand Police Department.

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

Section 1. The Glock, Model 17, Gen 5, 9mm gun bearing serial number BTWS766, is hereby declared surplus and retired.

Section 2. The Glock, Model 17, Gen 5, 9mm gun bearing serial number BTWS766, is hereby presented to Lieutenant Chris Jaques as a token of appreciation for his years of service to the DeLand Police Department.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED this 4th day of April 2022.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

CITY OF DELAND
Request for Commission Action
April 4, 2022

SUBJECT: Resolution Approving Budget Amendment for FY 21-22.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Resolution, FY 21-22 Budget Amendment Details

APPROVED BY: Michael Pleus, City Manager, March 30, 2022

SUMMARY/HIGHLIGHT:

The budget amendments proposed are detailed in the attached summary and recommended after review of actual second quarter expenditures. The amendments proposed are primarily adjustments to reflect anticipated actual revenues and expenditures.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The Resolution amends the budget to reflect recommended changes with the impact on each fund itemized in the attached summary.

Operating Contingency balances after these amendments are as follows:

General Fund	\$213,750
Water & Sewer Fund	\$231,816
Airport Fund	\$0
Stormwater Fund	\$0
Permits & Inspections Fund	\$0

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

None.

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE BUDGET FOR THE GENERAL FUND, CONFISCATED FUND, HOMELESS SHELTER FUND, GOVERNMENTAL IMPACT FEES TRUST FUND, GRANTS & SPECIAL REVENUE FUND, CAPITAL FUND, WATER AND SEWER FUND, WATER AND WASTEWATER TRUST FUND, AIRPORT FUND, STORMWATER FUND, AND PERMITS AND INSPECTIONS FUND FOR THE FISCAL YEAR 2021-2022; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

GENERAL FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		41,444,691	767,687	0	42,212,378
	Other Sources Revenue				
001-9999-381-160	TRANSFER FROM SH CRA FUND	0	135	0	135
001-9999-381-401	TRANSFER FROM W&S FUND	27,208	8,610	0	35,818
001-9999-381-430	TRANSFER FROM AIRPORT FUND	225,164	471	0	225,635
001-9999-381-450	TRANSFER FROM STORMWATER FUND	0	471	0	471
001-9999-381-480	TRANSFER FROM P&I FUND	45,000	10,731	0	55,731
001-0000-380-000	USE OF RESERVES	4,683,587	747,269	0	5,430,856
EXPENDITURES		41,444,691	927,362	159,675	42,212,378
	Finance				
001-0103-532-100	ACCOUNTING & AUDITING	23,363	7,900	0	31,263
	Information Technology				
001-0110-531-100	PROFESSIONAL SERVICES	202,404	30,000	0	232,404
001-0110-541-200	OFFICE PHONES	120,500	0	1,299	119,201
001-0110-546-400	EQUIPMENT MAINTENANCE	1,525,563	9,520	18,000	1,517,083
	Fire Department				
001-1222-534-300	JANITORIAL SERVICES	0	5,414	0	5,414
001-1222-552-400	GAS/OIL	32,530	18,700	0	51,230
	Police Department				
001-1226-552-000	HARDWARE/SOFTWARE	0	6,760	0	6,760
001-1226-552-140	OPERATING SUPPLIES-UNIFORMS	111,380	0	6,760	104,620
001-1226-552-200	OPERATING CAPITAL	118,450	50,318	0	168,768
001-1226-552-400	GAS/OIL	150,796	64,500	0	215,296
	Parking Services				
001-1228-534-100	CONTRACTUAL SERVICES	150	18,000	0	18,150
	Parks & Recreation				
001-1302-552-400	GAS/OIL	24,755	6,900	0	31,655
001-1304-552-400	GAS/OIL	11,660	3,100	0	14,760
001-1306-552-400	GAS/OIL	3,167	600	0	3,767

GENERAL FUND (Continued)

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
EXPENDITURES		41,444,691	927,362	159,675	42,212,378
	Public Works				
001-1403-552-400	GAS/OIL	23,177	2,400	0	25,577
001-1404-534-300	JANITORIAL SERVICES	8,523	0	5,414	3,109
	Transfers				
001-9999-991-190	TRANSFER TO GRANTS & SPEC REV	2,268,258	0	5,000	2,263,258
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	2,661,170	32,731	0	2,693,901
001-9999-991-430	TRANSFER TO AIRPORT FUND	0	665,519	0	665,519
	Reserve Contingency				
001-9990-999-100	CONTINGENCY	306,952	5,000	98,202	213,750
001-9990-999-200	RESERVE CONTINGENCY	110,000	0	25,000	85,000

CONFISCATED FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		18,000	60,400	0	78,400
109-0000-380-900	USE OF RESERVES - STATE	15,000	60,400	0	75,400
EXPENDITURES		18,000	60,400	0	78,400
109-1229-549-100	OTHER OBLIGATIONS	18,000	60,400	0	78,400

HOMELESS SHELTER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		600,322	4,000	0	604,322
120-0000-380-000	USE OF RESERVES	225,322	4,000	0	229,322
EXPENDITURES		600,322	4,000	0	604,322
120-1120-546-100	BUILDING MAINTENANCE	3,500	4,000	0	7,500

GOVERNMENTAL IMPACT FEES TRUST (GIFT) FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		1,612,094	12,028	0	1,624,122
170-0000-324-110	IMPACT FEES - POLICE RESIDENTIAL	97,107	12,028	0	109,135
EXPENDITURES		1,612,094	12,028	0	1,624,122
170-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	352,202	12,028	0	364,230

GRANTS AND SPECIAL REVENUE FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		7,932,927	0	75,000	7,857,927
	Grant Revenues				
190-0000-334-100-FR2203	ZOLL MONITORS AND DEFIBRILLATORS	70,000	0	70,000	0
	Other Sources Revenue				
190-9999-381-001	TRANSFER FROM GENERAL FUND	833,986	0	5,000	828,986

GRANTS AND SPECIAL REVENUE FUND (Continued)

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
EXPENDITURES		7,932,927	0	75,000	7,857,927
	Fire				
190-1222-664-000-FR2203	ZOLL MONITORS AND DEFIBRILLATORS	75,000	0	75,000	0

CAPITAL FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		3,960,707	44,759	0	4,005,466
	Other Sources Revenue				
300-9999-381-001	TRANSFER FROM GENERAL FUND	2,661,170	32,731	0	2,693,901
300-9999-381-170	TRANSFER FROM GIFT FUND	352,202	12,028	0	364,230
EXPENDITURES		3,960,707	44,801	42	4,005,466
	Information Technology				
300-0110-663-000-IT2204	SPERLING COMPLEX OPTICAL NETWORK PROJECT	18,833	1,299	0	20,132
	Fire				
300-1222-662-000-FR1802	NEW FIRE STATION {81}	303,238	31,432	0	334,670
	Police				
300-1226-662-000-PD1701	NEW EVIDENCE BUILDING	179,237	12,028	0	191,265
	Streets				
300-1302-664-000-PW2206	UTILITY TRAILER 132-TL-007	6,200	42	0	6,242
300-1302-664-000-PW2210	132INM-021 ZTURN	9,038	0	42	8,996

WATER AND SEWER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		47,490,800	166,530	0	47,657,330
	Other Sources				
401-0000-380-000	USE OF RESERVES	11,889,516	90,979	0	11,980,495
401-0000-389-230-UT2246	FL DOH GRANT REVENUE	0	75,551	0	75,551
EXPENDITURES		47,490,800	249,460	82,930	47,657,330
	Utilities Administration				
401-4201-540-100	TRAVEL & PER DIEM	2,850	1,505	0	4,355
401-4201-541-200	OFFICE PHONES	4,550	9,600	0	14,150
401-4201-546-300	A/C MAINTENANCE	8,300	0	1,505	6,795
401-4201-552-400	GAS/OIL	1,000	900	0	1,900
	Engineering				
401-4202-531-100	PROFESSIONAL SERVICES	61,612	2,667	0	64,279
401-4202-546-100	BUILDING MAINTENANCE	500	500	0	1,000
401-4202-551-100	OFFICE SUPPLIES	8,800	0	500	8,300
401-4202-552-400	GAS/OIL	3,500	1,500	0	5,000
	Water Production				
401-4203-540-100	TRAVEL & PER DIEM	1,000	1,650	0	2,650
401-4203-552-100	OPERATING SUPPLIES	33,730	0	1,650	32,080
401-4203-664-000-UT2114	WP#4 HIGH SVC PUMP REPLACEMENT	28,450	998	0	29,448
401-4203-664-000-UT2246	WATER FLUORIDATION SYSTEM	0	75,551	0	75,551

WATER AND SEWER FUND (Continued)

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
EXPENDITURES		47,490,800	249,460	82,930	47,657,330
	Water Distribution				
401-4204-552-100	OPERATING SUPPLIES	553,041	0	17,000	536,041
401-4204-552-400	GAS/OIL	42,416	26,500	0	68,916
401-4204-663-000-UT2106	EDISON WATER MAIN	605,508	56,492	0	662,000
401-4204-663-000-UT2244	NEW VALVE FOR 15A	21,150	17,000	0	38,150
	Wastewater Treatment				
401-4205-552-400	GAS/OIL	15,900	1,200	0	17,100
401-4205-663-000-UT2007	DIGESTER UPGRADES AND IMPR	1,778,957	32,407	0	1,811,364
	Utilities Maintenance				
401-4206-664-000-UT2231	L/S#75 PUMP & CONTROL PANEL REPLACEMENT	54,703	2,609	0	57,312
401-4206-664-000-UT2232	L/S#76 PUMP & CONTROL PANEL REPLACEMENT	63,879	1,761	0	65,640
401-4206-664-000-UT2239	MULTI-TANK FUEL TRAILER	44,649	2,080	0	46,729
	Facilities Maintenance				
401-4208-541-100	CELL PHONES/PAGERS	6,271	0	130	6,141
401-4208-552-400	GAS/OIL	6,290	800	0	7,090
401-4208-662-000-FM2201	RECOAT METAL ROOF AT 226 W MICHIGAN AVE	16,767	130	0	16,897
	Wastewater Collection				
401-4209-552-400	GAS/OIL	7,000	5,000	0	12,000
	Transfers				
401-9999-991-001	TRANSFER TO GENERAL FUND	27,208	8,610	0	35,818
	Reserve Contingency				
401-9990-999-100	CONTINGENCY	268,961	0	37,145	231,816
401-9990-999-200	RESERVE CONTINGENCY	50,000	0	25,000	25,000

WATER AND WASTEWATER TRUST FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		13,223,401	594,816	550,950	13,267,267
	Other Sources Revenue				
404-0000-380-200	FUNDS C/O FROM PRIOR YEAR	5,797,916	0	550,950	5,246,966
404-0000-389-300-WW2103	RECLAIM WATER EXP 4A & ADELLE	0	550,950	0	550,950
404-0000-380-000	USE OF RESERVES	3,659,402	43,866	0	3,703,268
EXPENDITURES		13,223,401	43,866	0	13,267,267
404-4240-663-000-WW2205	EAST REGIONAL FORCE MAIN SEWER DESIGN	300,000	23,600	0	323,600
404-4240-663-000-WW2002	2020 WATER MAIN IMPROVEMENT	82,732	20,266	0	102,998

AIRPORT FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		9,967,950	666,229	0	10,634,179
	Other Sources Revenue				
430-0000-380-000	USE OF RESERVES	57,994	710	0	58,704
430-9999-381-001	TRANSFER FROM GENERAL FUND	0	665,519	0	665,519

AIRPORT FUND (Continued)

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
EXPENDITURES		9,967,950	723,595	57,366	10,634,179
430-4300-531-400-SHOW21	AIRPORT SHOWCASE	35,470	0	8,945	26,525
430-4300-531-400-SHOW22	AIRPORT SHOWCASE	0	8,945	0	8,945
430-4300-544-200-SHOW21	AIRPORT SHOWCASE	64,500	0	16,996	47,504
430-4300-544-200-SHOW22	AIRPORT SHOWCASE	0	16,996	0	16,996
430-4300-545-200-SHOW21	AIRPORT SHOWCASE	1,050	0	89	961
430-4300-545-200-SHOW22	AIRPORT SHOWCASE	0	89	0	89
430-4300-548-200-SHOW21	AIRPORT SHOWCASE	43,720	0	31,101	12,619
430-4300-548-200-SHOW22	AIRPORT SHOWCASE	0	31,101	0	31,101
430-4300-552-150-SHOW21	AIRPORT SHOWCASE	15,350	0	235	15,115
430-4300-552-150-SHOW22	AIRPORT SHOWCASE	0	235	0	235
430-4300-663-000-AP1904	NW INDUSTRIAL BUS PK ACCESS RD	1,356,028	665,519	0	2,021,547
430-9999-991-001	TRANSFER TO GENERAL FUND	225,164	710	0	225,874

STORMWATER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		3,649,550	11,471	0	3,661,021
450-0000-380-000	USE OF RESERVES	647,591	11,471	0	659,062
EXPENDITURES		3,649,550	22,406	10,935	3,661,021
450-4500-531-100	PROFESSIONAL SERVICES	16,100	10,935	0	27,035
450-4500-663-000-SW2102	NEW HAMPSHIRE AVE POND ADDITIO	71,978	0	10,935	61,043
450-4500-552-400	GAS/OIL	25,786	11,000	0	36,786
450-9999-991-001	TRANSFER TO GENERAL FUND	0	471	0	471

PERMITS AND INSPECTIONS FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		3,474,061	29,124	0	3,503,185
	Permits, Fees & Special Assessments				
480-0000-341-320	BLDG PLANS REVIEW	0	29,124	0	29,124
EXPENDITURES		3,474,061	29,124	0	3,503,185
480-4800-541-200	OFFICE PHONES	600	5,400	0	6,000
480-4800-552-200	OPERATING CAPITAL	125,928	8,993	0	134,921
480-4800-552-400	GAS/OIL	5,707	4,000	0	9,707
480-9999-991-001	TRANSFER TO GENERAL FUND	45,000	10,731	0	55,731

Section 2. In all other respects the Budget of the City of DeLand, Florida for fiscal year 2021-2022 is hereby ratified and confirmed as adopted by Resolution 2021-65, 2021-76, 2022-02, 2022-08 and 2022-11.

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

PASSED AND DULY ADOPTED this 4th day of April, 2022.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

FY 21-22 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
GENERAL FUND				
REVENUES		767,687	0	
001-9999-381-160	TRANSFER FROM SH CRA FUND	135		increase funding for CIS Services MDR Advanced powered by CrowdStrike (\$135)
001-9999-381-401	TRANSFER FROM W&S FUND	8,610		increase funding for CIS Services MDR Advanced powered by CrowdStrike (\$8,610)
001-9999-381-430	TRANSFER FROM AIRPORT FUND	471		increase funding for CIS Services MDR Advanced powered by CrowdStrike (\$471)
001-9999-381-450	TRANSFER FROM STORMWATER FUND	471		increase funding for CIS Services MDR Advanced powered by CrowdStrike (\$471)
001-9999-381-480	TRANSFER FROM P&I FUND	1,211		increase funding for CIS Services MDR Advanced powered by CrowdStrike (\$1,211)
001-9999-381-480	TRANSFER FROM P&I FUND	9,520		increase funding for additional Accela costs
001-0000-380-000	USE OF RESERVES	31,432		increase funding for new Fire Station 81
001-0000-380-000	USE OF RESERVES	665,519		increase funding for Airport access road
001-0000-380-000	USE OF RESERVES	24,555		increase funding for seven new mobile radios
001-0000-380-000	USE OF RESERVES	25,763		increase funding for ten new portable radios
EXPENDITURES		927,362	159,675	
001-0103-532-100	ACCOUNTING & AUDITING	7,900		increase appropriation for ARPA Reporting
001-0110-531-100	PROFESSIONAL SERVICES	30,000		increase appropriation for CIS Services MDR Advanced powered by CrowdStrike
001-0110-541-200	OFFICE PHONES		1,299	decrease appropriation for Sperling Complex Optical Network
001-0110-546-400	EQUIPMENT MAINTENANCE		18,000	decrease appropriation for IPS Group (parking fees)
001-0110-546-400	EQUIPMENT MAINTENANCE	9,520		increase appropriation for additional Accela costs
001-1222-534-300	JANITORIAL SERVICES	5,414		increase appropriation for Janitorial Services - FD
001-1222-552-400	GAS/OIL	18,700		increase appropriation for Gas/Oil
001-1226-552-000	HARDWARE/SOFTWARE	6,760		increase appropriation for new computers for new Police Officers
001-1226-552-140	OPERATING SUPPLIES-UNIFORMS		6,760	decrease appropriation for new computers for new Police Officers
001-1226-552-200	OPERATING CAPITAL	24,555		increase appropriation for seven new mobile radios
001-1226-552-200	OPERATING CAPITAL	25,763		increase appropriation for 10 new portable radios
001-1226-552-400	GAS/OIL	64,500		increase appropriation for Gas/Oil
001-1228-534-100	CONTRACTUAL SERVICES	18,000		increase appropriation for IPS Group (parking fees)
001-1302-552-400	GAS/OIL	6,900		increase appropriation for Gas/Oil
001-1304-552-400	GAS/OIL	3,100		increase appropriation for Gas/Oil
001-1306-552-400	GAS/OIL	600		increase appropriation for Gas/Oil
001-1403-552-400	GAS/OIL	2,400		increase appropriation for Gas/Oil
001-1404-534-300	JANITORIAL SERVICES		5,414	decrease appropriation for Janitorial Services - Intermodal Transportation
001-9999-991-190	TRANSFER TO GRANTS & SPEC REV		5,000	decrease appropriation for Zoll Monitors (funded by county)
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	1,299		increase appropriation for Sperling Complex Optical Network
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	31,432		increase appropriation for new Fire Station 81
001-9999-991-430	TRANSFER TO AIRPORT FUND	665,519		increase appropriation for Airport access road
001-9990-999-100	CONTINGENCY	5,000		increase appropriation for Zoll Monitors (funded by county)
001-9990-999-100	CONTINGENCY		98,202	decrease appropriation for CIS Services MDR Advanced powered by CrowdStrike (\$19,102), ARPA Reporting (\$7,900), Gas/Oil (\$71,200)
001-9990-999-200	RESERVE CONTINGENCY		25,000	decrease appropriation for Fuel Contingency (\$25,000)
CONFISCATED FUND				
REVENUES		60,400	0	
109-0000-380-900	USE OF RESERVES - STATE	49,150		increase funding for TI Training Recon Simulation Environment
109-0000-380-900	USE OF RESERVES - STATE	11,250		increase funding for Dual Purpose German Shepherd Female
EXPENDITURES		60,400	0	
109-1229-549-100	OTHER OBLIGATIONS	49,150		increase appropriation for TI Training Recon Simulation Environment
109-1229-549-100	OTHER OBLIGATIONS	11,250		increase appropriation for Dual Purpose German Shepherd Female

FY 21-22 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
HOMELESS SHELTER				
REVENUES		4,000	0	
120-0000-380-000	USE OF RESERVES	4,000		increase funding for building maintenance
EXPENDITURES		4,000	0	
120-1120-546-100	BUILDING MAINTENANCE	4,000		increase appropriation for building maintenance
GIFT FUND				
REVENUES		12,028	0	
170-0000-324-110	IMPACT FEES - POLICE RESIDENTIAL	12,028		increase funding for Police Evidence Building
EXPENDITURES		12,028	0	
170-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	12,028		increase appropriation for Police Evidence Building
GRANT & SPECIAL				
REVENUES		0	75,000	
190-0000-334-100-FR2203	ZOLL MONITORS AND DEFIBRILLATORS		70,000	decrease funding for Zoll Monitors (funded by county)
190-9999-381-001	TRANSFER FROM GENERAL FUND		5,000	decrease funding for Zoll Monitors (funded by county)
EXPENDITURES		0	75,000	
190-1222-664-000-FR2203	ZOLL MONITORS AND DEFIBRILLATORS		75,000	decrease appropriation for Zoll Monitors (funded by county)
CAPITAL FUND				
REVENUES		44,759	0	
300-9999-381-001	TRANSFER FROM GENERAL FUND	31,432		increase funding for new Fire Station 81
300-9999-381-001	TRANSFER FROM GENERAL FUND	1,299		increase funding for Sperling Complex Optical Network
300-9999-381-170	TRANSFER FROM GIFT FUND	12,028		increase funding for Police Evidence Building
EXPENDITURES		44,801	42	
300-0110-663-000-IT2204	SPERLING COMPLEX OPTICAL NETWORK PROJECT	1,299		increase appropriation for Sperling Complex Optical Network
300-1222-662-000-FR1802	NEW FIRE STATION {81}	31,432		increase appropriation for new Fire Station 81
300-1226-662-000-PD1701	NEW EVIDENCE BUILDING	12,028		increase appropriation for Police Evidence Building
300-1302-664-000-PW2206	UTILITY TRAILER 132-TL-007	42		increase appropriation for new tag for trailer
300-1302-664-000-PW2210	132INM-021 ZTURN		42	decrease appropriation for ZTurn Mower

FY 21-22 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
WATER & SEWER FUND				
REVENUES		166,530	0	
401-0000-380-000	USE OF RESERVES	34,487		increase funding for MTT Series Trailer (\$2,080) and Digester Upgrades and Improvements
401-0000-380-000	USE OF RESERVES	56,492		increase funding for Edison Water Main
401-0000-389-230-UT2246	FL DOH GRANT REVENUE	75,551		increase funding for Fluoride and Equipment Grant
EXPENDITURES		249,460	82,930	
401-4201-540-100	TRAVEL & PER DIEM	1,505		increase appropriation for Travel & Per Diem
401-4201-541-200	OFFICE PHONES	9,600		increase appropriation for Office Phones
401-4201-546-300	A/C MAINTENANCE		1,505	decrease appropriation for A/C Maintenance
401-4201-552-400	GAS/OIL	900		increase appropriation for Gas/Oil
401-4202-531-100	PROFESSIONAL SERVICES	2,667		increase appropriation for WW Master Plan Update
401-4202-546-100	BUILDING MAINTENANCE	500		increase appropriation for building maintenance
401-4202-551-100	OFFICE SUPPLIES		500	decrease appropriation for building maintenance
401-4202-552-400	GAS/OIL	1,500		increase appropriation for Gas/Oil
401-4203-540-100	TRAVEL & PER DIEM	1,650		increase appropriation for Travel & Per Diem
401-4203-552-100	OPERATING SUPPLIES		1,650	decrease appropriation for Operating Supplies
401-4203-664-000-UT2114	WP#4 HIGH SVC PUMP REPLACEMENT	998		increase appropriation for WP#4 High Svc Pump Replacement
401-4203-664-000-UT2246	WATER FLUORIDATION SYSTEM	75,551		increase appropriation for Fluoride and Equipment Grant
401-4204-552-100	OPERATING SUPPLIES		17,000	decrease appropriation for New Valve for 15A
401-4204-552-400	GAS/OIL	26,500		increase appropriation for Gas/Oil
401-4204-663-000-UT2106	EDISON WATER MAIN	56,492		increase appropriation for Edison Water Main
401-4204-663-000-UT2244	NEW VALVE FOR 15A	17,000		increase appropriation for New Valve for 15A
401-4205-552-400	GAS/OIL	1,200		increase appropriation for Gas/Oil
401-4205-663-000-UT2007	DIGESTER UPGRADES AND IMPR	32,407		Brought down CO because of reclass to right project, made it over budget, take from reserves
401-4206-664-000-UT2231	L/S#75 PUMP & CONTROL PANEL REPLACEMENT	2,609		Nothing charged to account has hit open PO
401-4206-664-000-UT2232	L/S#76 PUMP & CONTROL PANEL REPLACEMENT	1,761		Nothing charged to account has hit open PO
401-4206-664-000-UT2239	MULTI-TANK FUEL TRAILER	2,080		increase appropriation for MTT Series Trailer
401-4208-541-100	CELL PHONES/PAGERS		130	decrease appropriation for Recoating of Metal Roof at 226 W Michigan
401-4208-552-400	GAS/OIL	800		increase appropriation for Gas/Oil
401-4208-662-000-FM2201	RECOAT METAL ROOF AT 226 W MICHIGAN AVE	130		increase appropriation for Recoating of Metal Roof at 226 W Michigan
401-4209-552-400	GAS/OIL	5,000		increase appropriation for Gas/Oil
401-9999-991-001	TRANSFER TO GENERAL FUND	8,610		increase appropriation for CIS Services MDR Advanced powered by CrowdStrike (\$8,610)
401-9990-999-100	CONTINGENCY		37,145	decrease appropriation for WW Master Plan Update (\$2,667), CIS Services MDR Advanced powered by CrowdStrike (\$8,610), office phones (\$9,600), WP#4 High Svc Pump Replacement (\$998), L/S #75 Pump & Control Panel (\$2,609), L/S #76 Pump & Control Panel (\$1,761), Gas/Oil (\$10,900)
401-9990-999-200	RESERVE CONTINGENCY		25,000	decrease appropriation for Fuel Contingency (\$25,000)
WATER & WASTEWATER TRUST FUND				
REVENUES		594,816	550,950	
404-0000-380-000	USE OF RESERVES	43,866		increase funding for 2020 Water Main Improvement (\$20,266) and East Regional Force Main Proposal (\$23,600)
404-0000-380-200	FUNDS C/O FROM PRIOR YEAR		550,950	funds carried over from FY 20-21
404-0000-389-300-WW2103	RECLAIM WATER EXP 4A & ADELLE	550,950		CARRY OVER correction: to fund Reclaim Water Expansion 4A & Adelle
EXPENDITURES		43,866	0	
404-4240-663-000-WW2205	EAST REGIONAL FORCE MAIN SEWER DESIGN	23,600		increase appropriation for East Regional Force Main Proposal
404-4240-663-000-WW2002	2020 WATER MAIN IMPROVEMENT	20,266		increase appropriation for 2020 Water Main Improvement

FY 21-22 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
AIRPORT FUND				
REVENUES		666,229	0	
430-0000-380-000	USE OF RESERVES	710		increase funding for CIS Services MDR Advanced powered by Crowdstrike (\$710)
430-9999-381-001	TRANSFER FROM GENERAL FUND	665,519		increase funding for Airport access road
EXPENDITURES		723,595	57,366	
430-4300-531-400-SHOW21	AIRPORT SHOWCASE		8,945	decrease appropriation for Airport Showcase 2021
430-4300-531-400-SHOW22	AIRPORT SHOWCASE	8,945		increase appropriation for Airport Showcase 2022
430-4300-544-200-SHOW21	AIRPORT SHOWCASE		16,996	decrease appropriation for Airport Showcase 2021
430-4300-544-200-SHOW22	AIRPORT SHOWCASE	16,996		increase appropriation for Airport Showcase 2022
430-4300-545-200-SHOW21	AIRPORT SHOWCASE		89	decrease appropriation for Airport Showcase 2021
430-4300-545-200-SHOW22	AIRPORT SHOWCASE	89		increase appropriation for Airport Showcase 2022
430-4300-548-200-SHOW21	AIRPORT SHOWCASE		31,101	decrease appropriation for Airport Showcase 2021
430-4300-548-200-SHOW22	AIRPORT SHOWCASE	31,101		increase appropriation for Airport Showcase 2022
430-4300-552-150-SHOW21	AIRPORT SHOWCASE		235	decrease appropriation for Airport Showcase 2021
430-4300-552-150-SHOW22	AIRPORT SHOWCASE	235		increase appropriation for Airport Showcase 2022
430-4300-663-000-AP1904	NW INDUSTRIAL BUS PK ACCESS RD	665,519		increase appropriation for Airport access road, check Agenda for rest
430-9999-991-001	TRANSFER TO GENERAL FUND	710		increase appropriation for CIS Services MDR Advanced powered by Crowdstrike (\$710)
STORMWATER FUND				
REVENUES		11,471	0	
450-0000-380-000	USE OF RESERVES	471		increase funding for CIS Services MDR Advanced powered by Crowdstrike (\$471)
450-0000-380-000	USE OF RESERVES	11,000		increase funding for Gas/Oil
EXPENDITURES		22,406	10,935	
450-4500-531-100	PROFESSIONAL SERVICES	10,935		increase appropriation for Standing Water & High Groundwater Table
450-4500-663-000-SW2102	NEW HAMPSHIRE AVE POND ADDITIO		10,935	decrease appropriation for Standing Water & High Groundwater Table
450-4500-552-400	GAS/OIL	11,000		increase appropriation for Gas/Oil
450-9999-991-001	TRANSFER TO GENERAL FUND	471		increase appropriation for CIS Services MDR Advanced powered by Crowdstrike (\$471)
PERMITS & INSPECTIONS FUND				
REVENUES		29,124	0	
480-0000-341-320	BLDG PLANS REVIEW	29,124		increase funding for Office Phone (\$5,400), Portable Radios (\$8,993), Gas/Oil (\$4,000), Accela (\$9,520) and CIS Services MDR Advanced powered by Crowdstrike (\$1,211)
EXPENDITURES		29,124	0	
480-4800-541-200	OFFICE PHONES	5,400		increase appropriation for Office Phones
480-4800-552-200	OPERATING CAPITAL	8,993		increase appropriation for portable radios
480-4800-552-400	GAS/OIL	4,000		increase appropriation for Gas/Oil
480-9999-991-001	TRANSFER TO GENERAL FUND	1,211		increase appropriation for CIS Services MDR Advanced powered by Crowdstrike (\$1,211)
480-9999-991-001	TRANSFER TO GENERAL FUND	9,520		increase appropriation for additional Accela costs (\$9,520)

CITY OF DELAND
Request for Commission Action
April 4, 2022

SUBJECT: Resolution Approving Sole Source Purchase, ESRI 3-Year Agreement.

DEPARTMENT: Information Technology

PREPARED BY: Greg Whidden, IT Director

ATTACHMENTS: Resolution , ESRI Quote0001, ESRI Sole Source letter

APPROVED BY: Michael Pleus, City Manager, March 30, 2022

SUMMARY/HIGHLIGHT:

ESRI is the vendor for our Geographic Information System (GIS). The attached ESRI Small Municipal and County Government Enterprise Agreement will grant our City access to ESRI term license software on an unlimited basis including maintenance on all software offered for the term of the agreement. ESRI is the only vendor that supplies the GIS database that we utilize.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Govenment

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This item has a fiscal impact of \$38,500 per year for a total for three years of \$115,500. The \$38,500 is included in the FY 21/22 budget for this expense.

RECOMMENDATION:

Staff recommends approval of the resolution authorizing the sole source agreement with ESRI for three years.

BACKGROUND/DISCUSSION:

N/A

RESOLUTION NO. 2022 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
AUTHORIZING A SOLE SOURCE PURCHASE OF SOFTWARE
LICENSES AND MAINTENANCE FROM ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC. (ESRI); AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, Environmental Systems Research Institute, Inc. (ESRI), is the sole source provider of all US domestic Small Municipal and County Government Enterprise Agreements (EA); and

WHEREAS, the City currently utilize ESRI for the Geographical Information Systems (GIS); and

WHEREAS, ESRI is the only authorized distributor to grant the City unlimited access to ESRI term license and maintenance support services for the City's GIS database; and

WHEREAS, the IT Director has informed the City Commission that, to the best of his knowledge, there are no other vendors that offer this support to the software.

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

Section 1. The City Commission hereby authorizes the sole source purchase of Software Licenses and Maintenance from Environmental Systems Research Institute, Inc., (ESRI), as referenced in the attached proposal.

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

PASSED AND DULY ADOPTED this 4th day of April, 2022.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-463106

Date: March 11, 2022

Customer # 143879 Contract #

City of Deland
IT Dept
120 S Florida Ave
Deland, FL 32720-5422

ATTENTION: Greg Whidden
PHONE: (386) 626-7088
EMAIL: whiddeng@deland.org

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 2/4/2022 To: 8/3/2022*

Material	Qty	Term	Unit Price	Total
168178	1	Year 1	\$38,500.00	\$38,500.00
Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement				
168178	1	Year 2	\$38,500.00	\$38,500.00
Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement				
168178	1	Year 3	\$38,500.00	\$38,500.00
Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement				

Subtotal: \$115,500.00

Sales Tax: \$0.00

Estimated Shipping and Handling (2 Day Delivery): \$0.00

Contract Price Adjust: \$0.00

Total: \$115,500.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Tyler Nuttall

Email:
tnuttall@esri.com

Phone:
(909) 793-2853 x5410

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

NUTTALLT

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
 COUNTY AND MUNICIPALITY GOVERNMENT
 (E214-2)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
 (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS
 Spatial Analyst, ArcGIS Engine Geodatabase Update,
 ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 100 ArcGIS Online Viewers
 100 ArcGIS Online Creators
 17,500 ArcGIS Online Service Credits
 100 ArcGIS Enterprise Creators
 3 ArcGIS Insights in ArcGIS Enterprise
 3 ArcGIS Insights in ArcGIS Online
 10 ArcGIS Tracker for ArcGIS Enterprise
 10 ArcGIS Tracker for ArcGIS Online
 3 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 3 ArcGIS Utility Network User Type Extensions (Enterprise)
 3 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373



DATE: March 16, 2022

TO: City of Deland

FROM: Jackie Ricks, Esri Contracts and Legal Services

RE: Esri Sole Source Justification for Small Municipal and County Government Enterprise Agreement

This letter confirms Esri, as owner and manufacturer, is the sole source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (EA). The Small Municipal and County Government EA is a bundled package of term limited software licenses and maintenance that includes the right to copy.

Esri is the only source that can grant a right to copy and deploy Enterprise Software within your organization (Enterprise). Also, domestically Esri is the only source of maintenance (updates and technical support) for all Esri® software.

If you have further questions, please feel free to call our Contracts and Legal Services Department at 909-793-2853, extension 1990.

Sincerely,

Jackie Ricks
Contract Coordinator



Contracts & Legal Services Dept.
380 New York Street
Redlands, CA 92373
Voice 909.793.2853 Ext. 1-1990
jricks@esri.com

CITY OF DELAND
Request for Commission Action
April 4, 2022

SUBJECT: Consideration re Settlement re John Anderson, et al vs. City of DeLand (Workman Compensation Case).

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS: John Anderson's WC Settlement (Final)

APPROVED BY: Michael Pleus, City Manager, March 30, 2022

SUMMARY/HIGHLIGHT:

City HR staff, its claims managers and attorneys are recommending a settlement of an outstanding workers' compensation claim with a police officer. This settlement has been agreed to by the officer but is contingent upon City Commission approval as it is over the City Manager's approval limit of \$35,000.00. The amount of this settlement is \$75,000.00. This settlement is in the best financial interest of the City as it eliminates future expenses related to this claim, including both medical expenses, attorney fees for the employee and our own attorney fees. Both City attorneys (Workers' Compensation and Employment) have recommended the City Commission approve this settlement.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This settlement is for \$75,000.00. This cost is within the City's deductible.

RECOMMENDATION:

It is recommended the City Commission approve the settlement in the amount of \$75,000.00.

BACKGROUND/DISCUSSION:

Following the disclosure of his medical claim in May 2021 which was investigated and medically reviewed by the City's Workman Comp team, they issued a denial in September 2021. In November 2021, the City began the process for settlement. For the past several months, the attorneys have been working on this settlement. In March 2022, under the direction of private mediation, a settlement was agreed too. At this moment we should seize the presented opportunity to negotiate a full global and final settlement and clear this case of the high exposure liability the City may have in the future.

STATE OF FLORIDA
OFFICE OF THE JUDGES OF COMPENSATION CLAIMS
DAYTONA BEACH

Date: March 11, 2022

OJCC No: 21-027012WWA
D/A: 05/05/2021

EMPLOYEE/CLAIMANT:

John Anderson
1740 South Florida Avenue
DeLand, FL 32720

REPRESENTED BY:

Alex C. Dell, Esquire
Jason Silva, Esquire
5632 Bee Ridge Road, Suite 102
Sarasota, FL 34233

EMPLOYER:

City of Deland

CARRIER:

Johns Eastern Company

REPRESENTED BY:

James B. Birmingham, Esquire
910 North Ferncreek Avenue
Orlando, FL 32803

MEDIATION REPORT AND MEMORANDUM
OF SETTLEMENT

1. A private mediation conference was conducted by Kristyn DiVerniero, Mediator, on

3/11/22

2. At the mediation conference, the parties:

X

a. Completely resolved all issues, as set forth below in the Memorandum of Settlement.

 b. Resolved only those issues as set forth in the attached Memorandum of Settlement.

The unresolved issues require court action.

 c. Reached an impasse. Court action is necessary.

 d. Have recessed and will reconvene on _____.

MEMORANDUM OF SETTLEMENT

Pursuant to the above Mediation Report, the parties have reached an agreement, as set forth below:

1. The Employer/Carrier shall pay the Employee the sum of \$75,000⁰⁰

in full settlement of all workers' compensation claims, ~~MEDICAL OPEN~~ * MEDICAL CLOSED

2. The ~~EMPLOYER/CARRIER~~ * CLAIMANT shall pay claimant's attorney a

fee in the amount of \$18,750⁰⁰

3. Taxable costs are to be paid in the following manner:

a) By carrier;

b) X Each party to pay its own costs.

4. Mediator's Fee to be paid in the following manner:

ADDRESS

a) _____ By Claimant. _____

b) XX By Carrier. _____

c) _____ Other: _____

Special terms, if any:

This settlement is contingent upon City Council approval.Claimant will go on administrative leave today, pending approval of the settlement on 4/4/2022 at the City Council meeting.The administrative leave will be paid by the City.Claimant will resign effective upon City Council approval.The resignation does not affect the claimant's ability to pursue medical retirement (in line-of-duty retirement) nor does this settlement guarantee the medical retirement.This settlement has no impact on vested benefits.

The foregoing agreement is stipulated and agreed to by the undersigned parties.

The Parties will submit a separate Stipulation and Order to the JCC for approval, if necessary. If approved, the JCC will issue an Order approving the terms described herein.

All Agreements with regard to an attorney's fee amount shall be submitted to the JCC for approval with the Attorney Fee Data Sheet and all required documents.

The JCC cannot approve an attorney's fee amount without the above mentioned documents.**Petitioner accepts responsibility for notifying Judge's office of cancellation of hearing.**Dated: 3/11/22

Claimant

Attorney for Claimant

Employer

Carrier

Attorney for Employer/Carrier

This is to certify that the original Mediation Report and Memorandum of Settlement was given to Claimant's Counsel to be filed with the Judge of Compensation Claims as required by law, and a copy of same was furnished to the appropriate JCC and to the above parties by hand/electronic delivery on 3/14/22.

Kt ZO, V
 Kristyn DiVerniero, Mediator
 170 E. Granada Blvd.
 Ormond Beach, FL 32176
 (386) 673-4412

CITY OF DELAND
Request for Commission Action
April 4, 2022

SUBJECT: Consideration re First Amendment to Property Access Agreement for Brownfield Program Groundwater Testing.

DEPARTMENT: Airport

PREPARED BY: john Eiff, Airport Manager

ATTACHMENTS: First Amendment to Property Access Agreement, Exhibit A -Proposed Offsite Well Location Map

APPROVED BY: Julia Hewitt, Deputy City Clerk, March 30, 2022

SUMMARY/HIGHLIGHT:

Approval of an additional groundwater monitoring well at the Property as part of the assessment process for CR Florida Real Estate, LLC to allow groundwater testing on the City's right-of-way adjacent to the former Brunswick Property.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There is no cost to the City as a result of granting this access. This testing is part of the State Brownfield Program that the property owner is participating in and anything that is done to remediate the property only serves to increase the property's value and thereby increase ad valorem revenues to the City.

RECOMMENDATION:

It is recommended that the City Commission approve the First Amendment to Property Access Agreement to CR Florida Real Estate, LLC.

BACKGROUND/DISCUSSION:

CR Florida Real Estate, LLC ("CR Florida") is the new owner of the property located at 2000 Brunswick Lane, DeLand, FL 32724 (historically referred to as the Brunswick building and now home to the Cookies operation). CR Florida is completing assessment and cleanup of its property under the Florida Brownfields Redevelopment Program. As part of that assessment process, CR Florida's consultant would like to install an additional groundwater monitoring well on the City's right-of-way that is adjacent to the Brunswick site. Access to the City's property will be much easier and is in an appropriate location given the testing parameters that the State requires. All proper insurances and indemnifications have been required in the agreement. The City of course desires to do everything that it can to assist in any and all assessment and clean up initiatives.

**FIRST AMENDMENT TO
PROPERTY ACCESS AGREEMENT**

THIS FIRST AMENDMENT TO PROPERTY ACCESS AGREEMENT (the “First Amendment” is made this ____ day of April, 2022, by and between the CITY OF DELAND (“City”) and CR FLORIDA REAL ESTATE, LLC (“CR Florida”).

RECITALS

WHEREAS, on November 15, 2021 City and CR Florida entered into that certain Property Access Agreement (the “Property Access Agreement”) concerning access to an unpaved, grassy right of way adjacent to the road named Eidson Drive at the DeLand Municipal Airport to install a groundwater monitoring well;

WHEREAS, pursuant to the Property Access Agreement, CR Florida installed and sampled a groundwater monitoring well on the Property.

WHEREAS, CR Florida would like to install an additional groundwater monitoring well at the Property as part of the assessment process under the Florida Brownfields Redevelopment Program;

WHEREAS, pursuant to Paragraph 7.i. of the Property Access Agreement, the Property Access Agreement may be modified if approved in writing by an authorized representative of City and CR Florida; and

WHEREAS, the City wants to continue to support CR Florida’s environmental site rehabilitation efforts and to continue to grant such access to the Property for the purposes set forth herein, under the terms and conditions provided herein.

NOW, THEREFORE, pursuant to Paragraph 7.i. of the Property Access Agreement, City and CR Florida hereby amend the Property Access Agreement as follows:

1. Paragraph 1 is deleted in its entirety and replaced by the following:
 1. **Grant of Access.** City hereby conditionally grants to CR Florida, its agents, consultants, contractors, and subcontractors a limited right of access to enter upon the Property for the sole purpose of installing two (2) groundwater monitoring wells and collecting groundwater samples at the locations depicted on the figure attached hereto and incorporated herein as Exhibit A and periodically collecting groundwater samples from such wells (the “Work”). Prior to installing the additional well identified on Exhibit A as “Proposed Monitoring Well Location,” CR Florida shall stake the location for the well, and contact Sunshine 811 to locate any underground utilities. Following the identification of any underground utilities and prior to installing the well, CR Florida shall contact the City’s Director of Public Services to obtain approval of the specific location for the additional well. As part of the initial installation of the well and to clear any shallow utilities, CR Florida shall hand auger the well to a minimum depth of approximately 4 feet below land surface.

2. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Property Access Agreement.
3. All terms of this First Amendment supersede any inconsistent terms contained in the Property Access Agreement and in the event of a conflict between the terms of this First Amendment and the Property Access Agreement, the provisions of this First Amendment shall control.
4. Except as changed by this amendment, the parties hereby ratify and confirm in all respects the provisions of the Property Access Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Property Access Agreement under the seal of the date first above written.

CITY OF DELAND

By: _____
Name: Michael Pleus
As its: City Manager
Date: _____

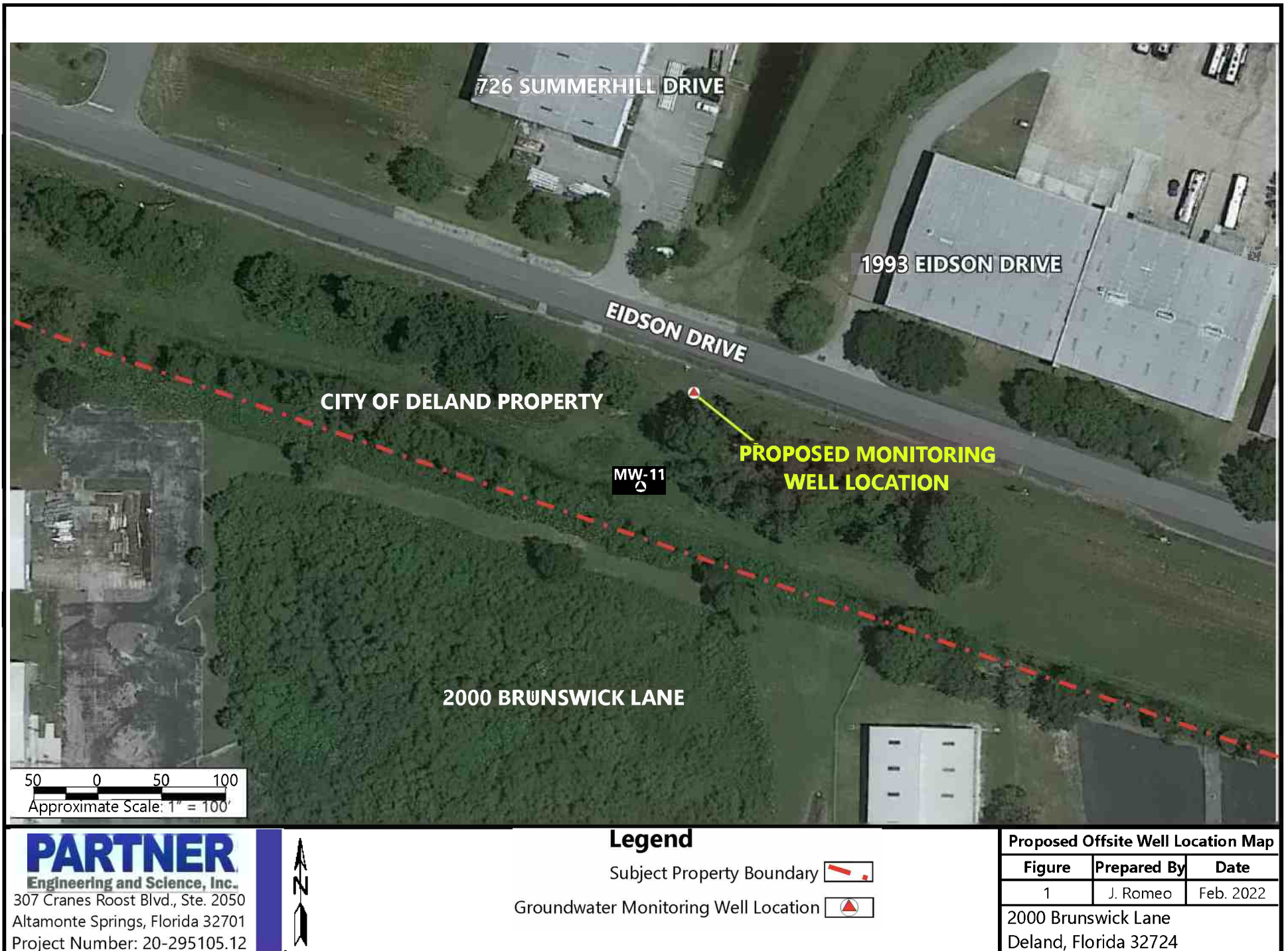
Witness: _____
Name: _____
Date: _____

CR FLORIDA REAL ESTATE, LLC

By: _____
Name: _____
As its: _____
Date: _____

Witness: _____
Name: _____
Date: _____

EXHIBIT A



CITY OF DELAND
Request for Commission Action
April 4, 2022

SUBJECT: Consideration re Award of Bid for South Reclaim Pump House & Reclaimed Water Main Extension.

DEPARTMENT: Utilities

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

ATTACHMENTS: B-22-03 Tabulation, B2203 Tab Best & Final Offer

APPROVED BY: Michael Pleus, City Manager, March 30, 2022

SUMMARY/HIGHLIGHT:

In March 2021, the City Commission authorized Mead & Hunt to design a South Reclaim Pump House and reclaim water main extension at the Wiley M. Nash Water Reclamation Facility. This new pump house is designed to pump reclaim water mainly to the south and allow the old station to be dedicated to pumping reclaim to the north in order to meet increased demand and maintain pressures. In addition, a new 16" line will extend from the new pump house south to Taylor Road to connect up to the 12" line where it splits and goes east to Victoria Park and west to Woodland Blvd.

Design, permitting, and preparation of bid documents for this line was not complete until the current fiscal year, but funds for the construction have been carried over in the Utility Enterprise fund. The project was advertised for bid via the local newspaper and the internet based DemandStar System. Bids were received from five firms and the results are presented in the attached bid tabulation. Carr & Collier Inc. was the apparent low bidder at \$2,747,337.00.

However, the City Ordinance No. 2012-10 for local businesses came into use, since the second lowest bidder (McMahan Construction Co., Inc.) was within the required 5% range. A best and final bid opportunity was provided to both businesses. Both Carr & Collier Inc. and McMahan Construction Co., Inc. were provided this opportunity and based on the new bids, McMahan Construction Co., Inc. was the apparent low bidder at \$2,641,000.00.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

Infrastructure.

FISCAL IMPACT:

A total of \$1,600,000.00 was included in the FY 21-22 fiscal year budget for this project. Award to the lowest bidder, McMahan Construction Co., Inc. will result in an obligation of \$2,641,000.00. Bid documents for this project require that the Contractor supply pipe materials, which has not been typical of past projects. Utility and Finance staff felt that, with the volatile pipe market on cost and delivery, it would be more expedient to have the contractor supply piping. Staff notes that due to the high price of piping and building materials and an

increase in the reclaim discharge extension piping, along with the CEI costs mentioned in another RCA of \$146,980.00, a shortfall of funds in the amount of \$1,187,980 will need to be covered by additional funds from the Water and Sewer Fund reserves. This will be included in a future budget amendment to be presented to the City Commission for approval.

RECOMMENDATION:

Staff recommends that the City Commission award the South Reclaim Pump House and Reclaimed Water Main Extension Project to McMahon Construction Co., Inc. in the amount of \$2,641,000.00.

BACKGROUND/DISCUSSION:

McMahon Construction Co., Inc. is currently performing work for the City on the 2021 NW Reclaim Storage Tank and Pump House Project that is nearing completion. However, reference checks were still done to indicate how they have been doing for the last several years. The reference checks with other Governments indicated that they have had positive experience with them including low incidence of contractor-initiated change orders.



120 S. Florida Ave.
DeLand, FL 32720
Phone: 386-626-7000
Fax: 386-626-7140

BID TABULATION SHEET

Bid Title: WRF South Reuse Pump Station

Bid No: B-22-03

OPENING DATE & TIME: March 3, 2022 @ 3:00 PM

POSTING DATE: March 4, 2022

POSTED BY: Corey McMillen

Vendor	Vendor City/State	Total
Carr & Collier Inc.	Okahumpka, FL	\$2,747,337.00
McMahan Construction Co., Inc.	DeLand, FL	\$2,875,000.00
Built-Rite Construction of Central Florida, Inc.	Pierson, FL	\$2,943,548.00
L7 Construction, Inc.	Longwood, FL	\$2,957,000.00
Prime Construction Group, Inc.	Orlando, FL	\$2,964,740.00

Note*: In compliance with City Ordinance No. 2012-10; where the lowest Bid is submitted by a vendor which is not a Local business, and a Bid is submitted by a Local business which is within five percent (5%) of the lowest Bid, then the Local business submitting the lowest Bid amongst all Local business submitting Bids, and the vendor submitting the lowest Bid, shall each have the opportunity to submit, within five (5) working days of the bid opening, a best and final Bid equal to or lower than the amount of the lowest Bid. The contract shall be awarded to the vendor submitting the lowest final Bid. Carr & Collier Inc. and McMahan Construction Co., Inc. will have the opportunity to submit a best and final bid, if they so choose.

Bid tabulations with award recommendations are posted to DemandStar at www.demandstar.com.



120 S. Florida Ave.
DeLand, FL 32720
Phone: 386-626-7000
Fax: 386-626-7140

BID TABULATION SHEET – BEST & FINAL OFFER

Bid Title: WRF South Reuse Pump Station

Bid No: B-22-03

OPENING DATE & TIME: March 10, 2022 @ 3:00 PM

POSTING DATE: March 11, 2022

POSTED BY: Corey McMillen

Vendor	Vendor City/State	Total
McMahan Construction Co., Inc.	DeLand, FL	\$2,641,000.00
Carr & Collier Inc.	Okahumpka, FL	\$2,735,337.00

Bid tabulations with award recommendations are posted to DemandStar at www.demandstar.com.

CITY OF DELAND
Request for Commission Action
April 4, 2022

SUBJECT: Consideration re Task Order Assignment, South Reclaim Pump Station CEI Services.

DEPARTMENT: Utilities

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

ATTACHMENTS: Scope of Services

APPROVED BY: Michael Pleus, City Manager, March 30, 2022

SUMMARY/HIGHLIGHT:

In the prior fiscal year, the City Commission authorized design of the south Reclaim Pump Station project, at the Wiley M. Nash Water Reclamation Facility. The pump house will be built south of the large storage tanks on Amelia Avenue and includes a 16" reclaim water main extension from the pump house south down Aquarius to Taylor Road to increase flow. This project would increase the plant reclaim pumping capacity to allow us to have one new station pumping south and dedicate the existing pump house to the north part of the system. This project will complement other improvements to the reclaim system, with the ultimate goal of having a better ability to maintain pressure in the system during peak demands.

The scope of this project is relatively large and construction, engineering, and inspections (CEI) Services are needed to support Staff's administration of the project. The subject task order, if approved, will provide these services.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

Natural Resource Limits

FISCAL IMPACT:

This proposed task order, if approved, will result in an obligation of \$146,980.00. Project construction cost has recently been established per the recent bid opening and is expected to be \$2,641,000.00, bringing the total project costs to \$2,787,980. The FY 21-22 budget only includes \$1,600,000 for this project, resulting in a budget shortfall of \$1,187,980. Reserve funds are available in the Water and Sewer Fund to cover the additional costs and will be allocated in a future budget amendment presented to the City Commission for approval.

RECOMMENDATION:

Staff recommends that the City Commission approve the subject task order with Mead & Hunt to provide CEI Services for the south Reclaim Pump Station and Reclaimed Water Main Extension.

BACKGROUND/DISCUSSION:

N/A



February 14, 2022

Jim Ailes
Utilities Director
City of DeLand
1101 S. Amelia Ave.
DeLand, FL 32724

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

**Subject: City of DeLand
WRF Reuse South Pump Station and Force Main
Construction Engineering, and Inspection (CEI) Scope of Services**

Dear Jim,,

In accordance with your request, we are pleased to offer the enclosed engineering services proposal for CEI services of the above referenced project. Design is complete and the project is currently advertised for bid. The project entails the construction of a new reuse pump station at the area just south of the reuse storage tanks on the WRF and approximately 4,600 linear feet of 18-inch HDPE and 16-inch PVC reclaimed water main from the pump station to Taylor Road. The estimated construction cost for this project is \$ 2,201,000.

This project is a continuation of the City's reclaimed water distribution system expansion and Blue Spring Minimum Flow Regime (MFR) compliance strategy. The new pump station will provide capacity to serve the entire southern ½ of the distribution system and the interconnect with Volusia County and Orange City. It will also free up capacity from the existing high service pump station to fill the new transmission main serving the new NW ground storage tank and pump station on the north end of the distribution network.

The CEI services proposed include: schedule and preside over preconstruction conference and monthly progress meetings, review of shop drawing/material submittals, address contractor questions/RFI's, review and approve contractor monthly pay applications, review and recommend approval of contractor change order proposals, review of contractor progress as-builts, determine substantial completion, attend substantial and final walkthroughs, review of contractor final as-builts, prepare final record drawings utilizing contractor as-builts and inspection's sketches, coordinate execution of final paperwork, and provide certificate of completion to permitting agencies. A part-time construction project representative will also be on-site for the duration of the project.

Jim Ailes
February 14, 2022
Page 2

Thank you for this opportunity to continue to be of service. If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.

A handwritten signature in black ink, appearing to read 'B. Blais', written in a cursive style.

Brad T. Blais, P.E.
Vice President/Market Leader

A handwritten signature in blue ink, appearing to read 'A. Giannini', written in a cursive style.

Andrew M. Giannini, P.E.
Senior Project Manager

BTB/AMG;bf

Enclosure: Exhibit A – Scope of Services

cc: Whitney Zittle – City of DeLand

EXHIBIT 'A'
CITY OF DELAND
WRF REUSE SOUTH PUMP STATION AND FORCE MAIN
CONSTRUCTION, ENGINEERING, AND INSPECTION (CEI) SERVICES
SCOPE OF SERVICES

The Task Order is in conformance with the Agreement for Continuing Professional Engineering Services dated November 20, 2017, between the City of DeLand (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

PROJECT DESCRIPTION

The project entails the construction of a new reuse pump station at the area just south of the reuse storage tanks on the WRF and approximately 4,600 linear feet of 18-inch HDPE and 16-inch PVC reclaimed water main from the pump station to Taylor Road. This project is a continuation of the City's reclaimed water distribution system expansion and Blue Spring Minimum Flow Regime (MFR) compliance strategy. The new pump station will provide capacity to serve the entire southern ½ of the distribution system and the interconnect with Volusia County and Orange City. It will also free up capacity from the existing high service pump station to fill the new transmission main serving the new NW ground storage tank and pump station on the north end of the distribution network.

SCOPE OF SERVICES

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

PHASE 1 – CONSTRUCTION ADMINISTRATION

MEAD & HUNT will provide construction administration services during construction to the CITY. Services included are: schedule and preside over a preconstruction conference and monthly progress meetings, review of shop drawing/material submittals, address contractor questions/RFI's, review and approve contractor monthly pay requests, review and recommend approval of contractor change order proposals, review of contractor progress as-builts, determine substantial completion, attend substantial and final walkthroughs, review of contractor final as-builts, prepare final record drawing utilizing contractor as-builts and inspector sketches, coordinate execution of final paperwork/closeouts, and provide certificate of completion to permitting agencies.

Construction Meetings

Pre-Construction Meeting

MEAD & HUNT will prepare for and conduct a pre-construction meeting with the CITY and the contractor as required by the contract documents. The purpose of the meeting will be to present the Notice to Proceed (NTP) and define responsibilities, review project administrative requirements, and receive the contractor's plan to complete the work. It is typical that issues of safety requirements, contractor and staff contact information, submittals, permitting, schedule, work hours, staging areas, payment schedules, and startup considerations will be discussed. MEAD & HUNT will prepare and distribute meeting minutes to all attendees.

Deliverables:

- Meeting agenda and minutes
- Associated relevant documents (i.e., submittals, shop drawings, etc.)

Progress Meetings

MEAD & HUNT will maintain regular communication with the CITY and contractor by leading and participating in monthly construction progress meetings upon contractor mobilization to monitor project progress and identify issues in a timely manner. MEAD & HUNT will prepare and distribute an agenda and meeting minutes for each meeting.

Deliverables:

- Monthly progress meeting agendas and minutes
- Associated relevant documents

Shop Drawing Review

The contractor will prepare shop drawings of selected equipment and other components of the work as specified in the contract documents. These shop-drawing submittals will be reviewed by MEAD & HUNT for compliance with the design concept and contract requirements. As part of this task, MEAD & HUNT will determine the acceptability of substitute materials (if applicable) and equipment proposed by the contractor.

MEAD & HUNT will maintain a log of submittals to include submittal number, subject, date received, reviewer, action taken, and date returned. If during the shop drawing review process the contractor requests substitute materials and/or equipment, MEAD & HUNT will provide a recommendation on the submittal to the CITY.

Deliverables:

- Shop drawing review packages
- Shop drawing log

Requests for Information (RFI's)

MEAD & HUNT will receive and respond to contractor RFI's or request for clarification of the contract documents or design intent. MEAD & HUNT will interpret the meaning of the contract documents and will provide required clarifications or explanations of the design intent and requirements. MEAD & HUNT will also prepare and maintain a log of all such received requests, noting the date received, subject, resolution and the date response was returned to the contractor. All such reviews and replies will be in writing and will be done expeditiously.

Deliverables:

- RFI response packages
- RFI response log

Field/Change Orders

MEAD & HUNT will prepare, issue, and coordinate field orders, work directives, Requests for Proposals (RFP's), Interim Field Change Agreements (IFCA's) and change orders in coordination with the CITY. MEAD & HUNT will maintain a log of field changes and pending changes. MEAD & HUNT will provide assistance during negotiations of contractor cost proposals and will review claims and provide recommendations to the CITY. All IFCA's must be submitted to the CITY for review and approval before any work covered by such field changes can begin.

Deliverables:

- Field and change order packages and supporting documentation
- Field and change order log

Pay Application Review and Approval

MEAD & HUNT will review monthly payment applications from the contractor and provide a written recommendation for payment to the CITY based on construction progress. As part of this task, MEAD & HUNT will review pay application supporting documentation, including updated construction schedules, record drawings, stored materials, release of liens, and as approved change/field orders.

Deliverables:

- Monthly pay application review and approvals

Project Closeout

MEAD & HUNT will complete the construction project closeout with the completion/preparation of the following:

- Substantial Completion walkthrough
- Final Completion walkthrough
- Record drawings utilizing contractor prepared as-builts and inspector provided photographs and other documentation
- Operations & Maintenance manuals (electronic format)
- Permit certifications of completion
- Confirmation of spare parts receipt by the CITY

PHASE 2 – CONSTRUCTION PROJECT REPRESENTATIVE

MEAD & HUNT will supply one fully qualified resident project inspector for part-time inspection for the duration of the project (4 hours per day). This duration is assumed to be six (6) months. It is assumed that an inspector will be "sharing" time between this and another on-going City project for the duration of this project. Should additional time be needed, additional funds for inspection services will be required.

The inspector will observe the construction activities, verify conformance with contract documents, review/observe all required tests, maintain a detailed log including red-line construction drawings, field verify all work quantities, collect/forward citizen complaints, and field direct the contractor as necessary.

Quality control will be completed by our Construction Services Supervisor and the Project Manager in the form of field visits and work product review.

PHASE 3 – REIMBURSABLES

This phase includes an allowance for reimbursable expenses associated with printing and reproduction of plans and project documentation throughout the project duration.

EXCLUSIONS

The scope of work does not include any effort related to zoning modification, annexation, comprehensive plan amendments, easement acquisition, title search services, groundwater monitoring/remediation, permitting fees, wetland/ecological assistance, and/or legal services.

SCHEDULE

MEAD & HUNT will strive to complete the work per the following schedule:

Phase/Task	Duration to Complete	Starting upon
<i>Phase 1 – Construction Administration</i>	<i>300 days</i>	<i>Notice to Proceed</i>
<i>Phase 2 – Construction Project Representative</i>	<i>180 days</i>	<i>Preconstruction Meeting</i>

COMPENSATION

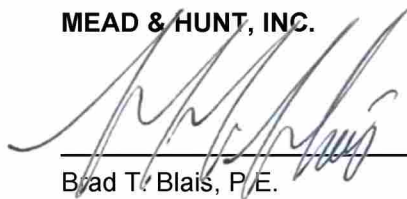
The work described under the Scope of Services will be performed on a lump sum basis for **One Hundred Forty-Six Thousand, Nine Hundred and Eighty and 00/100 (\$146,980)**. The above fee/cost is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
<i>Phase 1 – Construction Administration</i>	<i>\$85,788</i>	<i>Lump Sum</i>
<i>Phase 2 – Construction Project Representative</i>	<i>\$60,592</i>	<i>Time & Expense</i>
<i>Phase 3 – Reimbursables (printing / reproduction)</i>	<i>\$600</i>	<i>Allowance</i>
<i>Total</i>	<i>\$146,980</i>	<i>per above</i>

AUTHORIZATION:

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

MEAD & HUNT, INC.



Brad T. Blais, P.E.
Vice President/Market Leader

CITY OF DELAND

Date: February 14, 2022, _____

Date: _____

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

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

CITY OF DELAND
Request for Commission Action
April 4, 2022

SUBJECT: Consideration re West Volusia Water Suppliers Interlocal Agreement for Water Capital Project Planning and Programming.

DEPARTMENT: Utilities

PREPARED BY: Chad Gamble, Public Services Director

ATTACHMENTS: Interlocal Agreement , Proposal Scope of Services

APPROVED BY: Michael Pleus, City Manager, March 30, 2022

SUMMARY/HIGHLIGHT:

The West Volusia Water Suppliers (WVWS) (DeLand, Deltona, Orange City and Volusia County) continue our strong partnership to plan, protect and preserve water utility needs of west Volusia County under the rubric of Florida Statute 373.

As part of our ongoing efforts to address water supply issues, we are entering a new planning phase and in need to update the 2013 strategy report as to how, when and where the WVWS can collaboratively address minimum flow requirements and consumptive use permits (CUPs) in the Volusia Blue Spring district mandated by the St. Johns River Water Management District (the “District”). In recent WVWS meetings, it was discussed and agreed by all members to produce a water capital improvement planning document that will guide the group's capital projects programming for the next 5+ years and address spring prevention and recovery assistance and rate coordination.

The City of DeLand agreed to take the lead role in requesting a proposal from Mead & Hunt for the purposes of meeting the WVWS spring water management objectives and act as the fiduciary of the project. To accompany the proposal, an interlocal agreement was drafted and language was agreed to by all parties to govern all deliverables of the study and the payment of all costs. The City’s portion of the \$300,000 capped study costs is \$90,000.

We are seeking approval of the interlocal agreement in addition to the approval to execute the Mead and Hunt proposal (pending approval of the interlocal agreement by all parties), that will deliver an updated strategy report, water supply plan and capital projects programming list.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government, Preparing for the Future.

SUSTAINABILITY:

Natural resource protection and optimization.

FISCAL IMPACT:

The cost of the WVWS Coordinated Water Supply Plan is \$300,000 with funding to be provided by the City of Deltona (\$120,000), the City of Orange City (\$30,000) and Volusia County (\$60,000). Thus, the funding to be

provided by the City of DeLand is capped at \$90,000. Funds are available in the Water and Sewer Fund reserves and will be included in a future budget amendment presented to the City Commission for approval.

RECOMMENDATION:

Staff recommends that the City Commission approve execution of the attached interlocal agreement and approval to enter into attached contract with Mead and Hunt (pending approval of the interlocal agreement by all parties) for the purposes of delivering the aforementioned proposal scope items.

BACKGROUND/DISCUSSION:

N/A

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF DELAND,
CITY OF DELTONA,
CITY OF ORANGE CITY, AND
COUNTY OF VOLUSIA
AS WATER SUPPLIERS
TO CONDUCT A CAPITAL IMPROVEMENT PLAN COORDINATION STUDY**

THIS INTERLOCAL AGREEMENT is made and entered into by and between the governments of the City of DeLand (DeLand), the City of Deltona (Deltona), the City of Orange City (Orange City), and the County of Volusia (Volusia), collectively referred to herein as the "Suppliers" or "Parties" and individually referred to herein as a "Party".

WITNESSETH:

WHEREAS, the Suppliers are collaborating in many ways to address the water utility needs of the west Volusia County area such as pursuing one or more alternative sources of water supply; and

WHEREAS, although State planning law has been modified significantly in recent years, the capital improvements element remains a required critical component of each local government's comprehensive plan; and

WHEREAS, Section 163.3177(3)(a), *Florida Statutes*, explains the purpose for and the requirements of the capital improvements element as being "to consider the need for and location of public facilities to encourage the efficient use of such facilities"; and

WHEREAS, while the purpose of the capital improvements element is to consider the need for and the location and the efficient use of public facilities, the capital improvements schedule or plan functions as the vehicle for the element's achievement by identifying capital projects necessary for implementation of the comprehensive plan and to ensure that the adopted level of service standards for public facilities are achieved and maintained for each 5-year planning period; and

WHEREAS, several steps are necessary to accomplish sound facility planning such as level of service analysis, projecting demand, determining deficiencies, identifying needed capital improvements, estimating the costs of improvement projects, identifying potential funding sources, and the adoption of a capital improvements plan; and

WHEREAS, recognizing the importance of adequate water supplies to Florida's future, the Florida Legislature has established a process, through the enactment of numerous statutes to include the provisions of Chapter 373, *Florida Statutes*, for water supply planning which places a significant planning obligation on the Suppliers which the Suppliers desire to continue to collaboratively address in order to act in a manner consistent with the State Water Resource Plan set forth in Chapter 373, *Florida Statutes*, and other controlling law; and

WHEREAS, the Suppliers have agreed to use DeLand's professional services firm, Mead & Hunt, engaged to work on projects in the field of utility design and planning (Consultant) to perform water resource capital improvements planning work under DeLand's continuing contract with the Consultant; and

WHEREAS, the Suppliers have agreed to share in the costs related to the planning efforts to be undertaken pursuant to this Interlocal Agreement as set forth herein and have further agreed that the total amount spent by the Suppliers pursuant to this Interlocal Agreement shall not exceed the total sum of THREE HUNDRED THOUSAND AND 00/100 (\$300,000) DOLLARS; and

WHEREAS, the *Florida Interlocal Act of 1969*, as amended, Section 163.01, *Florida Statutes*, provides that a joint exercise of power by public agencies may be made by a binding agreement in the form of an interlocal agreement; and

WHEREAS, the Parties hereto have authority pursuant to Section 163.01, *Florida Statutes*, to enter into interlocal agreements such as is being entered herein; and

WHEREAS, the Parties to this Interlocal Agreement desire to collaborate in the matters set forth herein for the benefit of the citizens of the participating cities and the general benefit of the citizens of Volusia County with regard to the provision of water utility services to west Volusia County.

NOW, THEREFORE, in consideration of the foregoing premises, which are hereby made a part of this Interlocal Agreement, and the mutual covenants, terms, promises and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Suppliers, each intending to be legally bound, agree to the following:

SECTION 1. RECITALS. The Parties acknowledge the recitals herein to be true and correct and form a material part of this Interlocal Agreement and the Parties agree to be bound by each and every of the terms thereof, which recitals and terms are incorporated herein by this reference and which the Parties shall perform.

SECTION 2. AUTHORITY. This Interlocal Agreement is a Florida interlocal cooperation agreement negotiated, executed, and to be implemented expressly under the authority of the *Florida Interlocal Act of 1969*, as amended, Section 163.01, *Florida Statutes*. The Parties hereby, and, accordingly, may exercise, jointly and bilaterally, those powers that each may exercise separately within the respective jurisdiction of each Party. The Parties each hereby represents, warrants, and covenants to and with the others that this Interlocal Agreement has been validly approved by its respective governing body at a duly held public meeting, and that this Interlocal Agreement constitutes a legal, valid, and binding contract enforceable in accordance with the terms hereof.

SECTION 3. SCOPE OF WORK FOR CONSULTANT. DeLand shall procure the services of the Consultant to develop a capital improvements plan coordination study document that would address, at a minimum, development of a plan pursuant to which the Suppliers could accomplish sound facility planning including issues such as level of service analysis, projecting demand, determining deficiencies, identifying needed capital improvements, estimating the costs of improvement projects, identifying potential funding sources, and the adoption of a capital improvements plan which would be a plan of projects that would address the needs of the Suppliers over next 5 years in order that they can effectively, efficiently and sufficiently provide for the water utility needs of the west Volusia County area. One ancillary goal of the Suppliers is for the resulting work product to potentially be used to develop a platform paper or plan of action to address issues such as impending septic tank remediation requirements.

SECTION 4. GOVERNANCE AND MANAGEMENT OF PROJECT.

(a). Any decisions which are necessary for the proper day to day administration of the work being performed by the Consultant shall be made by collective decisions of the Suppliers. Each of the Suppliers shall appoint one representative who shall be the person authorized to communicate on behalf of the respective Supplier on issues relevant to this Interlocal Agreement. The Parties hereby commit to the implementation and maintenance of clear and open communication in order to further the purposes of this Interlocal Agreement. In the event that a dispute arises regarding the administration of this Interlocal Agreement and/or the contract with the Consultant, then the representatives of the Suppliers shall vote on the issue in dispute, and such vote shall be binding upon all Suppliers. In the unlikely event of a tie vote, then the Suppliers agree first to enter into mediation. If no agreement is reached following mediation, then the Suppliers will enter into binding arbitration.

(b). DeLand shall serve as a project administrator (Project Administrator), shall designate a City employee to serve as the chief administrator and manager of the Project, and shall have overall administrative responsibility for implementing the terms of this Interlocal Agreement. Under the direction of the Suppliers' representatives, the Project Administrator shall be responsible for implementing and overseeing the Consultant's work as described herein. The Project Administrator shall have the responsibility of scheduling the kick-off and progress meetings with the Consultant, scheduling meetings of the Suppliers' representatives when necessary, keeping the Suppliers informed of the progress of the Consultant's work and other developments related to the work contemplated by this Interlocal Agreement, and for such other administrative tasks necessitated by this Interlocal Agreement and DeLand's contract with the Consultant.

(c). The representatives of the Suppliers shall share contact information in order to effectuate sound and efficient communications and provide notice to one another when issues arise within their particular jurisdiction that should be brought to the attention of the Suppliers as a group.

SECTION 5. FUNDING OF CONSULTANT WORK.

(a). The Suppliers shall pay for the Consultant's services to be contracted under this Interlocal Agreement by DeLand in accordance with the following percentages:

- | | | |
|------|-----------------|------|
| (1). | Deltona: | 40%. |
| (2). | DeLand: | 30%. |
| (3). | Volusia County: | 20%. |
| (4). | Orange City: | 10%. |

(b). All contributions made by the Suppliers pursuant to this Interlocal Agreement shall be paid to DeLand in care of the Project Administrator. Within 30 days of receipt of an invoice from the Project Administrator, the Suppliers shall remit payment for their share of the Consultant's charges to DeLand care of the Project Administrator. All amounts payable by the Suppliers pursuant to this Interlocal Agreement are subject to appropriation of said funds by the governing body of the respective Supplier.

(c). The total amount spent collectively by the Suppliers pursuant to this Interlocal Agreement shall not exceed the sum of THREE HUNDRED THOUSAND AND 00/100 (\$300,000.00) DOLLARS.

SECTION 6. TERM. The term of this Interlocal Agreement shall commence upon its execution by all Suppliers and its recording with the Clerk of the Circuit court as required by Section 163.01(11), *Florida Statutes*, and shall remain in effect until completion of the work by the Consultant. Nothing in this Interlocal Agreement including, but not limited to, the manner in which costs are shared by the Parties, shall be deemed to obligate any of the Parties to enter into any future agreements.

SECTION 7. INTERLOCAL AGREEMENT NOT A JOINT VENTURE/NON-ASSIGNABLE.

(a). This Interlocal Agreement is not intended to create a joint venture amongst the Parties hereto, and in no event shall any party to this Interlocal Agreement be responsible for the acts of any other party, or such other party's employees, agents or representatives.

(b). No Party may assign its rights and obligations under this Interlocal Agreement to any third party.

SECTION 8. OWNERSHIP OF DOCUMENTS. Ownership and copyright to all reports and all accompanying data (in all formats) produced pursuant to this Interlocal Agreement shall be vested in each of the Suppliers. Any source documents or any other documents or materials developed, secured or used in the performance of this Interlocal Agreement shall be considered property of the Party from which such documents or materials originated.

SECTION 9. UNDERSTANDING OF THE PARTIES; LIABILITY. The Parties shall rely upon the doctrine of sovereign immunity to the maximum extent permitted under controlling law. Nothing herein or any other action of a Party shall be construed as a Party's waiver of sovereign immunity beyond the scope and limits set forth in Section 768.28, *Florida Statutes*, or shall be deemed to affect the rights, privileges and immunities of a Party as set forth in Section 768.28, *Florida Statutes*. To the fullest extent permitted by law, each Party shall indemnify, hold harmless and defend the other Party, its agents, servants, officers, officials and employees, or any of them, from and against any and all claims, damages, losses and expenses including, but not limited to, attorney's fees and other legal costs such as those for paralegal, investigative and legal support services, and the actual costs incurred for expert witness testimony, arising out of or if caused by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct or misconduct of the Party. Nothing in this Interlocal Agreement shall be deemed to waive any legal right, remedy or defense available to a Party under controlling law and each Party reserves any and all legal rights, remedies and defenses available to the Party under controlling law.

SECTION 10. DEFAULT.

(a). In the event of default by a Party, the other Parties shall be entitled to any and all legal remedies available under Florida law.

(b). Each of the Parties hereto shall give the other Parties written notice of any defaults hereunder and shall allow the defaulting Party 30 days from the date of receipt to cure such defaults.

SECTION 11. SEVERABILITY. If any part of this Interlocal Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Interlocal Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be affected. To that end, the terms of this Interlocal Agreement are declared severable.

SECTION 12. TIME OF THE ESSENCE. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Interlocal Agreement.

SECTION 13. APPLICABLE LAW/VENUE. This Interlocal Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any legal proceeding related to this Interlocal Agreement shall be in the Seventh Judicial Circuit Court in and for Volusia County, Florida.

SECTION 14. COMPLIANCE WITH LAWS. Each Party shall comply with all provisions of controlling law in the implementation of this Interlocal Agreement including, but not limited to, those laws relating to public records and open government.

SECTION 15. ATTORNEY FEES. In the event it becomes necessary to institute legal action to enforce any of the terms of this Interlocal Agreement, the prevailing Party shall be entitled to recover all out-of-pocket expenses and costs and all reasonable attorneys' fees, paralegal fees and associated fees and costs from the date of filing until the termination of litigation whether incurred at trial, on appeal, or otherwise.

SECTION 16. FAILURE TO ENFORCE NOT WAIVER OF RIGHT. Failure by a Party to enforce any provision contained herein shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to any breach occurring prior or subsequent thereto. To that end, no waiver of any clause of this Interlocal Agreement or of the breach thereof shall be taken to constitute a waiver of any subsequent breach of this Interlocal Agreement, nor to justify or authorize the non-observance of any other occasion of the same or any other agreement nor shall any waiver or indulgence granted by a Party to the other be taken as an estoppel against the Party.

SECTION 17. CONFLICT OF INTEREST. The Parties agree that they will not engage in any action that would create or cause a conflict of interest in the performance of its obligations pursuant to this Interlocal Agreement by the other Party, or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government or create or cause a violation of said provisions of law by and officer, employee or agent of the other Party.

SECTION 18. FURTHER DOCUMENTS. Each of the Parties hereto hereby agree that they will execute and deliver such further instruments and do such further acts and things as may be necessary or desirable to carry out the purpose of this Interlocal Agreement.

SECTION 19. RECORDS. Should any Party receive a public record request pursuant to Chapter 119, *Florida Statutes*, or other controlling law, concerning this Interlocal Agreement, then each Party shall promptly provide the other Parties with a copy of any request and shall promptly provide the other Parties with a copy of the response(s) to any such request.

SECTION 20. CAPTIONS. Sections and other captions contained in this Interlocal Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Interlocal Agreement, or any provision hereto.

SECTION 21. FORCE MAJEURE. The obligations hereunder shall be subject to the concept of *force majeure*. Accordingly, in the event of Acts of God, riot, weather disturbances, permitting, war, terrorism, cyber breaches, civil disobedience, geologic subsidence, electrical failure, malfunctions, epidemic, pandemic and events of a similar nature, the obligations shall be excused until the cause or causes thereof have been remedied.

SECTION 22. INTERPRETATION. The Parties agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under any heading may be considered to be equally applicable under another in the interpretation of this Interlocal Agreement. This Interlocal Agreement is the result of *bona fide* arm's length negotiations between the Parties and all Parties have contributed substantially and materially to the preparation of this Interlocal Agreement. This Interlocal Agreement shall not be construed more strictly against any Party on the basis of being the drafter thereof, and all Parties have contributed to the drafting of this Interlocal Agreement. All provisions of this Interlocal Agreement shall be read and applied in *para materia* with all other provisions hereof.

SECTION 23. MODIFICATION. This Interlocal Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith executed by all Parties to this Interlocal Agreement.

SECTION 24. COUNTERPARTS. This Interlocal Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

SECTION 25. ENTIRE AGREEMENT; EFFECT ON PRIOR AGREEMENT. This instrument constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings, and agreements between Parties relating to the subject matter of this Interlocal Agreement. Amendments to and waivers of the provisions herein shall be made by the Parties in writing by formal amendment.

IN WITNESS WHEREOF, the Parties hereto have entered this Interlocal Agreement and executed and delivered this instrument on the days and year indicated below and the signatories below hereby represent that they have full authority to execute this Interlocal Agreement and to bind the Parties set forth herein.

SIGNATURE BLOCKS FOLLOW:

ATTEST:

Julie A. Hennessy, MMC
City Clerk – Auditor

CITY OF DELAND

By: _____
Robert F. Apgar
Mayor – Commissioner

Date: _____

Approved as to form and
legal sufficiency:

Darren J. Elkind

City Attorney
ATTEST:

Joyce Raftery,
City Clerk

Approved as to form and
legal sufficiency:

Mary Sneed
Fowler, O'Quinn, Fenney & Sneed P.A.
City Attorney

CITY OF DELTONA

By: _____
Heidi K. Herzberg
Mayor

Date: _____

ATTEST:

Christine Davis
Acting City Clerk

Approved as to form and
legal sufficiency:

William E. Reischmann, Jr.
City Attorney

CITY OF ORANGE CITY

By: _____
Gary Blair
Mayor

Date: _____

ATTEST:

COUNTY OF VOLUSIA

George Recktenwald
County Manager

By: _____
Jeffrey S. Brower
County Chair

Date: _____

Approved as to form and
legal sufficiency:

Thomas R. Brown, III
Sr. Asst. County Attorney



February 1, 2022

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

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

Subject: WWWS Coordinated Water Supply Plan Scope of Services and Fee Estimate

Dear Jim,

We are pleased to offer the enclosed scope of services and fee estimate for the above referenced project. This project involves preparation of a coordinated water supply plan (Plan) and Blue Spring Compliance Strategy update addressing minimum flow and level (MFL) requirements, CUP compliance and future water demands for the current WWWS utilities (DeLand, Deltona, Volusia County, and Orange City). The Plan shall also address total maximum daily load (TMDL) limitations as related to project implementation and funding. Additional details relative to the project scope are included herein.

If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.

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

Brad T. Blais, P.E.
VP/Client Manager

A handwritten signature in blue ink, appearing to read "Tonya Sonier".

Tonya Sonier, P.E.
Project Manager

Enclosure – Scope of Services and Fee Estimate

cc: Chad Gamble, PE, - City of DeLand
Keith Riger, PE – City of DeLand

**CITY OF DELAND
SCOPE OF SERVICES
FOR
WWWS COORDINATED WATER SUPPLY PLAN UPDATE**

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

GENERAL

The project involves engineering services to provide the WWWS utilities (DeLand, Deltona, Volusia County, and Orange City) a coordinated water supply plan update (Plan) that addresses groundwater supply, alternative water supply (AWS) and regulatory compliance for a 20-year planning period. The Plan will be a project focused document further detailed in the Scope of Services below.

SCOPE OF SERVICES

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

PHASE 1 – PROJECT MANAGEMENT

Project Coordination

MEAD & HUNT'S Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, review subconsultant invoices, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project and prepare monthly invoices for the CITY. It is assumed that these services will cover the estimated 12-month project duration.

Project Meetings

MEAD & HUNT will attend a up to twelve (12) meetings with the project team, SJRWMD, FDEP and CITY staff. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute to the attendees.

Deliverables – Project Management

- Meeting Minutes and Progress Reports
- Monthly Invoices

PHASE 2 – COORDINATED WATER SUPPLY PLAN

MEAD & HUNT will prepare a coordinated water supply plan (Plan) that identifies future potable water and reclaimed water demands, potential deficits, groundwater supply projects, alternative water supply projects, cost estimates and schedules for project development and implementation. The Plan will include the following elements:

- Review existing potable and reclaimed water demands for the WWS utilities, update projections through the 2042 and compare these projections with CUP allocations.
- Perform modeling using the existing WWS transient flow model and compare the input and output with the SJRWMD's proposed model anticipated to be released in 2022. Andreyev Engineering Inc. (AEI) will be engaged as a primary subconsultant to assist with this effort (refer to PHASE 4 – SUBCONSULTANTS AND REIMBURSABLES).
- Develop deficit projections for groundwater and reclaimed water based upon model results.
- Develop a suite of projects, conceptual designs, water supply benefit estimates, conceptual Engineers Opinion of Probable Construction Costs (EOPCC), priority rankings and implementation schedules for selected projects. Projects will be provided in a facility plan format with at least two (2) alternatives each along with a cost-effectiveness analysis. The suite of projects will evaluate the following:
 - New traditional groundwater supply sources from outside of the Springshed, plus treatment, to include Deep Creek/Leffler (County), Fairground Wells & WTP (DeLand) and NW Wellfield Expansion (DeLand)
 - Upper Floridan Aquifer (UFA) well injection using partially treated surface water (Deltona)
 - Aquifer recharge enhancement via land application of reclaimed water, including potable water offsets, exfiltration, and RIBS. Current CUP's list current required projects, these projects will be considered in addition to WWS member's new projects (up to 4 new reuse projects).
 - Surface water treatment for all or a portion of the estimated deficit. This will be a desktop analysis using previous District studies. Estimated hours for this task have been included in the manhour breakdown included as part of this proposal.
- The project implementation recommendations will be used to support amendment of the currently adopted SJRWMD Prevention and Recovery strategy dated October 2013, as further described under Phase 3.
- Prepare a Conclusions and Recommendations section that establishes next steps and subsequent tasks required for Plan implementation.

The Draft Plan may be delivered in segments and will be submitted to the CITY and WWS utilities for review and comment. It is assumed the WWS members will conduct their review in a three (3) week period. A group meeting will be held to discuss the comments.

Upon receipt of review comments and resolution of the comments, MEAD & HUNT will prepare a Final Draft that is suitable for distribution to elected officials, SJRWMD and FDEP. It is assumed that each WWWS representative will be individually responsible for circulating the Final Draft to their respective departments, managers, and elected officials. MEAD & HUNT staff will be available to assist in the introduction of the Final Draft through presence of up to ten (10) public meetings to answer questions or offer technical assistance. MEAD & HUNT staff will also attend up to two (2) meetings with SJRWMD and one (1) meeting with FDEP to discuss the Final Draft Plan.

Upon receipt of comments from WWWS stakeholders, SJRWMD and FDEP, the Final Plan will be issued and delivered.

Deliverables – Coordinated Water Supply Plan (Plan)

- Draft Plan
- Draft Review Meeting Summary
- Final Draft Plan
- Meeting Minutes for stakeholder and public meetings
- Meeting Minutes for up to two (2) SJRWMD meetings
- Meeting Minutes for up to one (1) FDEP meeting
- Final Plan

PHASE 3 – VOLUSIA BLUE SPRING PREVENTION & RECOVERY ASSISTANCE AND RATE CONSULTANT COORDINATION

Task 1 – Volusia Blue Spring Prevention and Recovery Strategy Assistance

MEAD & HUNT will provide technical assistance and support on an as-needed basis to amend the SJRWMD Minimum Flows and Levels Prevention/Recovery Strategy for Volusia County dated October 29, 2013, (Appendix B). As currently stated,

“... the approach outlined in the Strategy includes project implementation, regulatory revisions, monitoring, and routine assessment of the strategy goals and accomplishments. The intent is to provide assurance that the water resource goals defined by the MFLs will be met in a way that maximizes flexibility for permittees and project partners. The basic approach includes the following:

- Implement projects and measures that provide water resource benefits sufficient to achieve the MFLs.
- Monitor trends in spring flow and aquifer levels at individual wells and across an appropriate regional network.
- Work with existing permittees to align permitted allocations with demonstrated need.
- Identify and obtain sufficient funding resources to facilitate Strategy implementation.

- Implement in a phased approach with a full Strategy revision at 5-year intervals, including re-assessment of MFLs, if necessary.”

Technical services shall be provided to attend meetings with SJRWMD, amend the text of the Strategy, prepare a list of projects, and update implementation schedules and cost estimates listed in the 2013 Strategy report. An estimate of potential manhours and fees to accomplish this work are included in the fee estimate included herein. The task authorization shall be subject to change if additional effort is required.

Deliverables – Volusia Blue Spring Prevention and Recovery Strategy Assistance

- Updated text and tables for revised Strategy

Task 1 – Coordinated Water Supply Plan Rate Consultant Coordination

MEAD & HUNT will coordinate with an outside rate consultant, under contract with WWWS members, to assist in identifying the impact of proposed expenditures upon current rates and/or what funding alternatives exist to share project costs.

PHASE 4 – SUBCONSULTANTS AND REIMBURSABLES

Items under this phase include out-of-pocket direct job expenses such as reproductions, postage, etc. It is assumed permit application fees will be paid by others and not included in this scope of services. Items included in this phase will be billed at actual cost plus 10%.

Transient Flow Modeling

MEAD & HUNT will subcontract with Andreyev Engineering Inc. (AEI) to perform transient flow modeling tasks such as comparison of the existing WWWS transient flow model and compare the input and output with the SJRWMD’s proposed model anticipated for release in 2022. This work will be accomplished on a **time and materials** basis.

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including:

- Funding Assistance

SCHEDULE

MEAD & HUNT estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete	Starting upon
<i>Phase 1 – Project Management</i>	<i>365 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 2 – Coordinated Water Supply Plan</i>	<i>365 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 3 – Volusia Blue Spring Prevention & Recovery Strategy Assistance</i>	<i>365 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 4 – Subconsultants & Reimbursables</i>	<i>365 days</i>	<i>Receipt of notice to proceed</i>

COMPENSATION

The estimated cost for this **Scope of Services** is **\$277,314**. The work will be performed on a time & materials basis, not to exceed the estimated cost without prior written authorization from the CITY.

The above fee estimate is based on the attached *Estimated Manhour Schedule* and summarized as follows:

Phase/Task	Fee/Cost	Basis
<i>Phase 1 – Project Management</i>	<i>\$13,964</i>	<i>Time & Expense</i>
<i>Phase 2 – Coordinated Water Supply Plan</i>	<i>\$186,446</i>	<i>Time & Expense</i>
<i>LUMP SUM SUBTOTAL</i>	<i>\$200,410</i>	
<i>Phase 3 – Volusia Blue Spring Prevention & Recovery Assistance and Rate Consultant Coordination</i>	<i>\$21,904</i>	<i>Time & Expense</i>
<i>Phase 4 – Subconsultants/Reimbursables</i>	<i>\$55,000</i>	<i>Actual Cost + 10%</i>
<i>TOTAL</i>	<i>\$277,314</i>	

AUTHORIZATION:

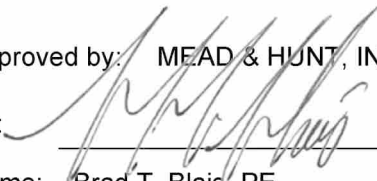
The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Mr. James V. Ailes
February 1, 2022
Page 7

Accepted by: CITY OF DELAND

Approved by: MEAD & HUNT, INC.

By: _____

By:  _____

Name: _____

Name: Brad T. Blais, PE

Title: _____

Title: Vice President/Client Manager

*The above person is authorized to sign for Client
and bind the Client to the terms hereof.*

Date: _____

Date: February 1, 2022

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

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

CITY OF DELAND
Request for Commission Action
April 4, 2022

SUBJECT: Consideration re Award of Bid for Melching Field – Field Improvements - Bid No. 22-08.

DEPARTMENT: Utilities

PREPARED BY: Chad Gamble, Public Services Director

ATTACHMENTS: Bid Tabulation Sheet, Burke Submittal

APPROVED BY: Michael Pleus, City Manager, March 30, 2022

SUMMARY/HIGHLIGHT:

On February 16, 2022, the subject project was advertised via the internet based Demandstar and the local newspaper. Bids were received on March 24, 2022 from three contractors and the results are presented in the attached bid tabulation.

The confirmed low bidder was Burke Construction Group, Inc. (Burke) of Doral, Florida for the amount of \$1,333,600.00. The low bidder has demonstrated that they have the necessary experience and abilities to perform and deliver the requirements specified in the bidding documents.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Preserving “Sense of Community”, High Value Government.

SUSTAINABILITY:

Energy Efficient Buildings and Infrastructure.

FISCAL IMPACT:

Burke's bid amount is \$1,333,600.00. The total budget for the Conrad park improvements is \$5.747 million. However, only \$850,000 was allocated towards field improvements. Given the cost of construction, staff believes that all elements will likely exceed the budget approved by the Commission. To that end, the project team, upon approval of the recommendation of award, will finalize negotiations with Burke to document necessary value engineering options to reduce the eventual contract costs in line with the programmed budget for this facet of the overall Melching Field Project Budget.

RECOMMENDATION:

Staff recommends that the City Commission award the Melching Field – Field Improvements Bid No. 22-08 to Burke Construction Group, Inc. for the amount negotiated and agreed to by City Staff. This amount will be lower than the bid amount of \$1,333,600.00.

BACKGROUND/DISCUSSION:

The City has worked for the past 10+ months to develop a design criteria package (DCP) for the necessary improvements to Melching Field. The DCP is a required document in conjunction with the design/build

delivery method necessary to deliver the overall project scope before the 2023 Stetson Baseball season.

One of the key components of the overall project is the installation of a new natural turf field. Maximizing the insitu growth of the turf before the 2023 season is paramount to the success and longevity of the turf. In December of 2021 it was recognized that the schedule and additional requirements placed in the design build process would not be approved and contracted until mid to late June of 2022. This would not allow the necessary grow time for the natural turf before the 2023 Stetson University baseball season.

Therefore, the decision was made to extract the field improvements (underdrain systems, irrigation improvements, field grading changes, and sod and synthetic turf installation) and complete the necessary design and incorporate these items into a separate project to be bid and issued so as to maximize the grow time of the natural turf. Bid No. 22-08 is the result of that process.



120 S. Florida Ave.
DeLand, FL 32720
Phone: 386-626-7000
Fax: 386-626-7140

BID TABULATION SHEET

Bid Title: Melching Field – Field Improvements

Bid No: B-22-08

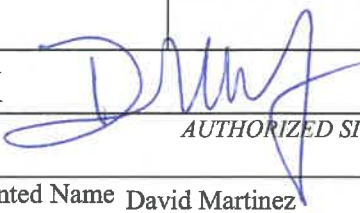
OPENING DATE & TIME: March 24, 2022 @ 3:00 PM

POSTING DATE: March 25, 2022

POSTED BY: Corey McMillen

Vendor	Vendor City/State	Total
Burke Construction Group, Inc.	Doral, FL	\$1,333,600.00
Medley Sports Construction	Sorrento, FL	\$1,652,750.00
LTG Sports Turf One, LLC	Boynton Beach, FL	\$1,790,982.00

Bid tabulations with award recommendations are posted to DemandStar at www.demandstar.com.

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: 386-626-7078				
BID TITLE: MELCHING FIELD- FIELD IMPROVEMENTS		BID # 22-08	SUBMITTAL DEADLINE THURS, March 17, 2022, at 3:00 p.m.	
PRE BID DATE, TIME AND LOCATION: DATE WEDNESDAY, MARCH 2, 2022, 2:00 PM AT 1102 S GARFIELD AVENUE, DELAND, FL, 32724		SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE CONSIDERED		
RESPONDENT NAME: Burke Construction Group, Inc.				
MAILING ADDRESS: 10145 NW 19th Street		BID BOND REQUIRED 5 %		
CITY – STATE – ZIP: Doral, FL 33172				
TELEPHONE #: (305) 468-6604	X 			
FAX #: (305) 468-6654	AUTHORIZED SIGNATURE			
EMAIL: dmartinez@bcginc.net	Printed Name David Martinez			
FEDERAL ID # OF SOCIAL SECURITY #: 26-1205588	Title Vice President / Chief Financial Officer		Date 3/22/22	
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****				

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- TAXES:** The City of DeLand is exempt from Federal Excise Taxes and all sales taxes. Florida State Exemption Certificate No. 85-8013842706C-2.
- DISCOUNTS:** All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes.
- MEETS SPECIFICATIONS:** The offeror represents that all offers to this invitation shall meet or exceed the minimum requirements specified.

**BID FORM
CITY OF DeLAND, FLORIDA
FOR THE CONSTRUCTION OF**

PROJECT:

CITY CONTRACT NO. Bid No. 22-08

Name of Bidder: Burke Construction Group, Inc.

Mailing Address: 10145 NW 19th Street, Doral, FL 33172

Street Address: 10145 NW 19th Street

City/State/Zip: Doral, FL 33172

Phone Number: (305) 468-6604

FAX Number: (305) 468-6654

Contractor License Number: CGCA38309

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. Addendum 1 - 3/11/22 through _____, 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) \$ 1,333,600.00

Base Bid amount (Lump Sum) in words ONE MILLION THREE HUNDRED THIRTY THREE THOUSAND SIX HUNDRED DOLLARS

Alternate Bid Items

ALT. 1 \$42,000.00 FORTY TWO THOUSAND DOLLARS

Alternate Bid Amount (lump sum) in words ALT. 2 (\$66,000.00) MINUS \$6,000.00
MINUS SIXTY SIX THOUSAND DOLLARS

Schedule:

Division I of contract: includes all items of the contract with the exception of any synthetic turf within the contract and the associated clay base under said synthetic turf

Division II of the contract: incorporates all synthetic turf installations and related clay base under said synthetic turf

Division I of the contract must be complete 60 days after the notice to proceed for Division I.

Division II

The City will provide a three week advanced notice of the date for the notice to proceed for Division II. The contractor must complete all Division II work within 14 days of the notice to proceed for Division II. Liquidated damages will apply to the completion requirements of each Division of the contract until required work for each division is complete.

Final completion will be 30 days after the notice to proceed for Division II

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* and Public Entity Crimes Form)
Section 00300 – Non-Collusion Affidavit of Bidders
Section 00330 – Drug-Free Work Place Form
Section 00630 – Americans with Disabilities Act Affidavit
Section 00170 – E-Verify MOU

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.

Melching Field - Field Improvements Bid

Item	Description	Quantity	Units	Total
1	Mobilization	1	LS	\$ 40,000.00
2	Engineer and Stamped Drawings	1	LS	\$ 12,000.00
3	Surveying/Layout	1	LS	\$ 18,000.00
4	Erosion Control	1	LS	\$ 4,500.00
5	Construction Entrance	1	LS	\$ 2,500.00
6	Excavation/Embankment - Grading	1	LS	\$ 165,000.00
7	Removal/Replacement of Unsuitable (est. 100cy)	100	CY	\$ 13,500.00
8	Laser Grade Sub-Grade	1	LS	\$ 36,600.00
9	Permeable Base - No89 Under Grass/Clay, No57/89 Under Artificial	1	LS	\$ 175,000.00
10	Warning Track Construction - 4" Depth Final Layer	1	LS	\$ 82,000.00
11	Underdrain - Artificial Turf (15' on center)	1	LS	\$ 18,000.00
12	Underdrain - Natural Turf (20' on center)	1	LS	\$ 146,000.00
13	Infield Sand and Grading, Geotextile - 5" Depth	1	LS	\$ 17,500.00
14	Stomline and MES to pond	1	LS	\$ 3,500.00
15	Sportsfield Topsoil (8" Depth - 90/10 Command)	1	LS	\$ 231,000.00
16	Infield Clay - 4" Minimum	1	LS	\$ 89,000.00
17	Artificial Turf - Field	1	LS	\$ 45,000.00
18	Artificial Turf - Bullpens	1	LS	\$ 21,500.00
19	Irrigation Replacement	1	LS	\$ 75,000.00
20	Sod - Pond	1	LS	\$ 5,300.00
21	Conduits, Legrand inground boxes and Pull Boxes	1	LS	\$ 19,500.00
22	Bulpen Retaining Wall	1	LS	\$ 95,000.00
23	Bulpen Grading	1	LS	\$ 2,700.00
24	Trench Drains	1	LS	\$ 15,500.00
Total		Total	\$	1,333,600.00

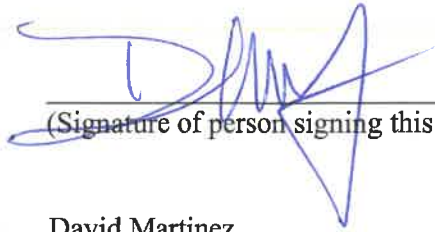
100	Alternate 1 - Replace Warning Track (Foul Line) with Artificial Turf per	1	LS	\$ 42,000.00
Total Alternate Bid 1				42,000.00

101	Alternate 2 - Underdrain - Natural Turf (20' on center) - REMOVE	1	LS	\$ (146,000.00)
102	Alternate 2 - Underdrain - Natural Turf (40' on center) - ADD	1	LS	\$ 80,000.00
Total Alternate Bid 2			\$	(66,000.00)

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 22 day
of March, 2022.

Burke Construction Group, Inc.

(Name of BIDDER)



(Signature of person signing this BID FORM)

David Martinez

(Printed name of person signing this BID FORM)

Vice President / Chief Financial Officer

(Title of person signing this BID FORM)

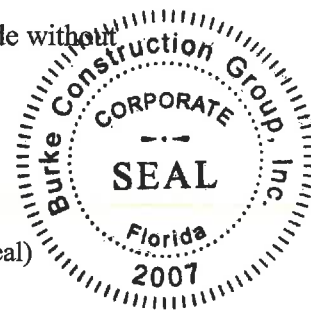
ACCOMPANYING THIS BID IS bidder's bond

(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: Burke Construction Group, Inc.

(Seal)

By: David Martinez

(Name typed or printed)

By: Anthony Burke

(Name typed or printed)

Address: 10145 NW 19th Street, Doral, FL 33172

Telephone No.: (305) 468-6604

FAX No.: (305) 468-6654

Florida State Registration Number: CGCA38309

Federal I.D. Tax Number: 26-1205588

INDIVIDUAL

Name: _____
(Signature) (Name typed or printed) (Title)

Address: _____

Telephone No.: () _____ FAX No.: () _____

County/City Registration Number: _____

Social Security Number: _____

Federal I.D. Tax Number: _____

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.

Bond No.: Bid Bond

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Burke Construction Group, Inc.
10145 N.W. 19th Street
Doral, FL 33172

OWNER:

(Name, legal status and address)

City of Deland, FL
120 South Florida Avenue
Deland, FL 32720

SURETY:

(Name, legal status and principal place of business)

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Mailing Address for Notices

(Same as Above)

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.

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

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

Melching Field - Field Improvements - Bid No. 22-08

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 issued as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of March, 2022

(Witness)

(Witness) Olga Iglesias

Burke Construction Group, Inc.

(Principal)

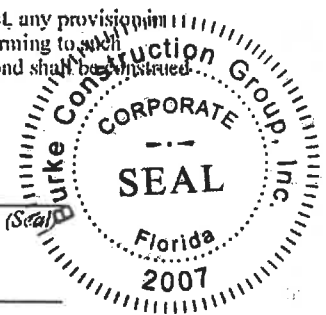
(Title)

Philadelphia Indemnity Insurance Company

(Surety)

(Title) Charles J. Nielson Attorney-in-Fact

Surety Phone No. 763-543-6993



PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Charles J. Nielson, David R. Hoover, Charles D. Nielson and Jarrett Merlucci of Nielson, Hoover & Company, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)

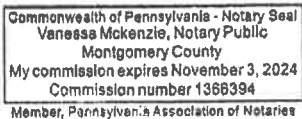


John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 17 day of March, 2022.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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: Burke Construction Group, Inc.
Bidder

Authorized Signature
3/22/22
Date

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

**PROJECT TITLE
Bid No. 22-08
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.

**PREVIOUS WORK
EXPERIENCE
TOGETHER?**

CATEGORY	NAME/ADDRESS	YES	NO
Turf	TURF OF AMERICA 700 S Harbour Island Blvd UNIT 238, Tampa, FL 33602	YES	

SELF PERFORMING ALL OTHER WORK

**ATTACHMENT C
CERTIFICATE OF CORPORATION**

STATE OF FLORIDA

COUNTY OF Miami-Dade

I HEREBY CERTIFY that a meeting of the Board of Directors of Burke Construction Group, Inc. a corporation under the laws of the State of Florida, was held on _____, 2022. The following resolution was duly passed and adopted:

“RESOLVED, that Anthony Burke as President of the corporation is hereby authorized to execute the Contract dated _____, 2022 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 22 day of March, 2022





Corporate Secretary

**ATTACHMENT D
QUESTIONNAIRE**

DATE: March 22, 2022

NAME OF BIDDER: Burke Construction Group, Inc.

BUSINESS ADDRESS: 10145 NW 19th Street, Doral, FL 33172

PHONE NUMBER: (305) 468-6604

CONTRACTOR'S FL. LICENSE #: CGCA38309

EXPIRATION DATE: 8/31/22

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?
15

2. How many years has your organization been in business as a Subcontractor?

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)

Please 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:

Brandon Whitsett, Turf of America - (615) 663-8716

Hal Fuller - (843) 319-5577

Marcus Davila, City of Key West - (305) 747-0163

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

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

Three levelbest laser accuated grading boxes

12. What equipment will you purchase for the Work?

None

13. What equipment will you rent for the Work?

None

14. Complete the required disclosure form.

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

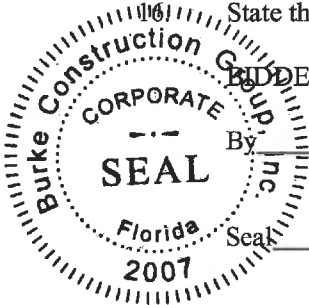
16. State the true and exact, correct, and complete name under which you do business.

BIDDER is: Burke Construction Group, Inc.

By

(Signature)

(Title)



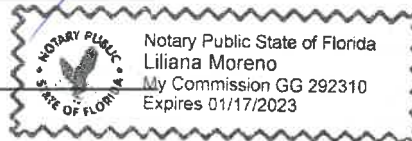
17. Attach the corporate information sheet from the Florida Department of State, Division of Corporation's, web site.

Sworn and subscribed to before me this 22 day of MARCH, 2022

in the State of Florida, County of Volusia

Liliana Moreno
Notary Public

My Commission Expires: _____





PROJECT EXPERIENCE



WE COMPLETED 2 FIELDS FOR THE **HOUSTON ASTROS SPRING TRAINING FACILITY** IN KISSIMMEE, FL IN 2010 AND 2011. THE JOB WAS DONE FOR OSCEOLA COUNTY AND WE WERE THE PRIME CONTRACTOR.



IN 2012 WE WON **BALL PARK OF THE YEAR** FOR THE **MARITIME PARK STADIUM FIELD**, HOME OF THE PENSACOLA BLUE WAHOOS. THE JOB WAS DONE FOR HORUS CONSTRUCTION AND WE WERE THE SUBCONTRACTOR.



WE COMPLETED THE **BOSTON RED SOX SPRING TRAINING STADIUM** ALONG WITH 6 OTHER FIELDS FOR A TOTAL OF 7 PROFESSIONAL FIELDS IN 2012. THE JOB WAS DONE FOR LEE COUNTY AND WE WERE THE SUBCONTRACTOR FOR MANHATTAN CONSTRUCTION.

ALSO WITH MANHATTAN CONSTRUCTION WE COMPLETED THE **ST. LEO UNIVERSITY SOFTBALL FIELD** IN 2010.

IN 2019 WE CONSTRUCTED THE **BASEBALL FIELD AND SOFTBALL FIELD FOR EVANGELICAL CHRISTIAN SCHOOL**. THE JOB WAS DONE FOR SCOTT GUTTERY (239.839.4999) AND WE WERE THE PRIME CONTRACTOR.

WE COMPLETED 5 FIELDS FOR **PARRISH HIGH SCHOOL** IN 2020. THE JOB WAS DONE FOR GIL BANE AND TAYLOR GREER (941.730.9152) AND WE WERE THE SUBCONTRACTOR.

IN THE SAME YEAR WE COMPLETED BOTH THE **BASEBALL AND SOFTBALL FIELD FOR SUMNER HIGH SCHOOL**. THE JOB WAS DONE FOR HILLSBOROUGH COUNTY AND WE WERE THE SUBCONTRACTOR FOR CORE CONSTRUCTION.

THIS YEAR WE FINISHED THE **BASEBALL FIELD FOR BOYD BUCHANAN SCHOOL**. THE JOB WAS DONE FOR BRANDON WHITSETT (615.663.8716) AND WE WERE THE SUBCONTRACTOR FOR TURF OF AMERICA.



BURKE CONSTRUCTION GROUP, INC.
BALANCE SHEET
DECEMBER 31, 2021

ASSETS

Current assets:	
Cash in bank	\$ 6,237,588
Accounts receivable	23,561,600
Prepaid expenses	296,408
Due from related companies	165,072
Total current assets	30,260,668
 Property and equipment, net	 970,059
 Other Assets:	
Investment KC Partners	100,000
Security Deposits	12,812
	112,812
	 \$ 31,343,539

LIABILITIES AND SHAREHOLDERS' EQUITY

Current liabilities:	
Accounts payable	\$ 15,909,058
Billings in excess of costs and estimated earnings on uncompleted contracts	2,100,665
Current portion of long-term debt	-
Total current liabilities	18,009,723
 Long-term liabilities:	
Long-term debt, less current portion	-
SBA EIDL Loan	160,000
Due to stockholders	848,313
	1,008,313
 Shareholders' equity:	
Common stock, \$1 par value; 1000 shares authorized, issued and outstanding	1,000
Additional paid-in capital	1,005,000
Retained earnings	11,319,503
	12,325,503
	 \$ 31,343,539

Detail by Entity Name

Florida Profit Corporation
BURKE CONSTRUCTION GROUP, INC.

Filing Information

Document Number	P07000075715
FEI/EIN Number	26-1205588
Date Filed	07/02/2007
Effective Date	06/25/2007
State	FL
Status	ACTIVE

Principal Address

10145 NW 19TH ST.
DORAL, FL 33172

Changed: 01/10/2011

Mailing Address

10145 NW 19th St.
Doral, FL 33172

Changed: 01/20/2014

Registered Agent Name & Address

MARTINEZ, DAVID W
4731 NW 94th Ct.
Doral, FL 33178

Address Changed: 07/18/2019

Officer/Director Detail

Name & Address

Title P

BURKE, ANTHONY J
6730 ROYAL PALM DR.
PALMETTO BAY, FL 33157

Title VP/S

MARTINEZ, DAVID W
4731 NW 94th Ct.
Doral, FL 33178

Annual Reports

Report Year	Filed Date
2020	02/17/2020
2021	01/29/2021
2022	01/04/2022

TRENCH SAFETY ACT (if applicable for this project)
SECTIONS 553.60-553.64, FLORIDA STATUTES

NOTICE TO BIDDERS:

NOT APPLICABLE

In order to comply with the Trench Safety Act, the Bidder is required to specify the costs of compliance. These costs **are not a separate pay item.** The Bidder must also reference the Trench Safety Standards which will be in effect during construction, and assure in writing that the Bidder will comply with the applicable Trench Safety Standards.

<u>TRENCH SAFETY MEASURE</u>	<u>UNITS OF MEASURE</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL \$ _____

David Martinez
Printed Name

Signature

Burke Construction Group, Inc.
Bidder Name

Date

3/23/22

BIDDER INFORMATION

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

Bidder Information

CONTRACTING OFFICER	TITLE	OFFICER'S FULL LEGAL NAME
*Anthony Burke	President	Anthony Burke
David Martinez	Vice-President	David Martinez
David Martinez	Secretary	David Martinez
David Martinez	Treasurer	David Martinez
Brian Lippold	Resident Superintendent	Brian Lippold

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 Burke Construction Group, Inc.

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
	Evangelical Christian School	8237 Beacon Blvd, Fort Myers, FL 33907	
2019	PH Scott Guttery (239) 839-4999	FX	\$2,200,000.00
Project & Location: Design-build construction of one baseball field and one softball field for Evangelical Christian School in Fort Myers, FL.			

DATE OF CONTRACT	CLIENT'S NAME & ADDRESS:		CONTRACT AMOUNT
	Parrish High School	7505 Fort Hamer, Parrish, FL 34219	
2020	PH Taylor Greer (941) 730-9152	FX	\$2,900,000.00
Project & Location: Construction of five fields for Parrish High School in Parrish, FL.			

DATE OF CONTRACT	CLIENT'S NAME & ADDRESS:		CONTRACT AMOUNT
	Sumner High School	10650 Co Rd 672, Riverview, FL 33579	
2020	PH (813) 378-8626	FX	\$2,500,000.00
Project & Location: Construction of a baseball field and one softball field for Sumner High School in Riverview, FL.			

DATE OF CONTRACT	CLIENT'S NAME & ADDRESS:		CONTRACT AMOUNT
	Boyd Buchanan School	4650 Buccaneer Trail, Chattanooga, TN 37411	
2022	PH Brandon Whitsett (615) 663-8716	FX	\$1,200,000.00
Project & Location: Construction of a baseball field for Boyd Buchanan School in Chattanooga, TN.			

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

Length of time in business: 15 Years (Minimum three (3) years required)

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

Laura Bernal - Centennial Bank Branch Manager - (786) 762-4844

Pedro Torres - Centennial Bank - (786) 762-4841

**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 David Martinez
(Individual's name and title)

For Burke Constructing Group, Inc.
(Name of entity submitting sworn statement)

Whose business address is: 10145 NW 19th Street, Doral, FL 33172

and (if applicable) its Federal Employer Identification Number (FEIN) is 26-1205588. (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.

Page 120 of 244

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.

SECTION 00300

NON-COLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Volusia

David Martinez, being first duly sworn, deposes and says that:

- (1) He is David Martinez, of Burke Construction Group, Inc., 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: David Martinez

Title: VP/CFO

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 22 day of MARCH, 2022, by David Martinez who is personally known to me or who has produced identification.

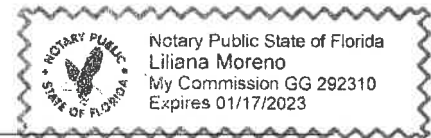
LILIANA MORENO

Print Name

Liliana Moreno

Notary Public in and for the County and State
Aforementioned

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.

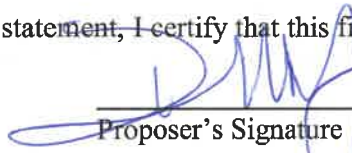
DRUG-FREE WORK PLACE FORM

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

Burke Construction Group, Inc. 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

Burke Construction Group, Inc.
Firm
3/22/22
Date



Ron DeSantis, Governor

Halsey Besthears, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BURKE, ANTHONY JOHN JR

BURKE CONSTRUCTION GROUP INC
10145 NW 19TH STREET
DORAL FL 33172

LICENSE NUMBER: CGCA38309

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





BURKCON-01

TGARRIDO

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 5/15/2021

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 Collinsworth, Alter, Fowler & French, LLC 8000 Governors Square Blvd Suite 301 Miami Lakes, FL 33016	CONTACT NAME: Teresa Garrido PHONE (A/C, No, Ext): (305) 822-7800 FAX (A/C, No): (305) 362-2443 E-MAIL ADDRESS: tgarrido@caffilc.com														
INSURED Burke Construction Group Inc 10145 N.W. 19 Street Doral, FL 33172	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Liberty Insurance Corp.</td> <td>42404</td> </tr> <tr> <td>INSURER B : North River Insurance Company</td> <td>21105</td> </tr> <tr> <td>INSURER C : Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER D : Travelers Property & Casualty Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Liberty Insurance Corp.	42404	INSURER B : North River Insurance Company	21105	INSURER C : Liberty Mutual Fire Insurance Company	23035	INSURER D : Travelers Property & Casualty Co. of America	25674	INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☒ OTHER: Gen Agg Capped @ \$15,000,000		TB7Z91471638031	4/16/2021	4/16/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		AS7Z91471638011	4/16/2021	4/16/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☐ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$	☒ OCCUR ☐ CLAIMS-MADE	5821163469	4/16/2021	4/16/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	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 / A	WC2Z91471638021	4/16/2021	4/16/2022	☒ 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
D	Leased/Rented		QT6605N316949TIL21	4/16/2021	4/16/2022	w/\$5000. Ded 200,000

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

CERTIFICATE HOLDER

CANCELLATION

Sample

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

ACORD 25 (2016/03)

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CITY OF DELAND
Request for Commission Action
April 4, 2022

SUBJECT: Consideration re Recognition of “Right of First Refusal” between MT Propeller USA, Inc. and the City of DeLand.

DEPARTMENT: Airport

PREPARED BY: john Eiff, Airport Manager

ATTACHMENTS: Agreement for Right of First Refusal, Exhibit A-EN18-24 Airport-Parcel 4 Lease-Old Daytona Road Extension `4

APPROVED BY: Michael Pleus, City Manager, March 30, 2022

SUMMARY/HIGHLIGHT:

On the east side of the DeLand Airport adjacent to Old NDB Road is a parcel of land currently being used as a large dry retention pond known as Parcel 4, Old NDB Hangar area. MT Propeller USA, a valued airport tenant which already has two hangars on the airport is experiencing rapid growth and needs to expand their operation by constructing a 20 thousand square foot hangar on Parcel 4. Because of the extensive work needed by the City of DeLand to reconfigure the retention pond to meet the requirements of the St. Johns River Water Management District, as well as securing the appropriate permits from all agencies for the work, MT Propeller wishes to reserve Parcel 4 while DeLand does its work. MT propeller already has a major investment in the design of their hangar and desires to know that the parcel will be available when the City finishes its work.

The City Attorney has created the “Right of first refusal” agreement and has no objections from a legal perspective.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This “Right of first refusal” will create \$2,000.00 income for the DeLand Airport Enterprise Fund, which will ultimately transition into a major ground lease if the lease is executed.

RECOMMENDATION:

Staff recommends approval of the “Right of first refusal” agreement between MT Propeller USA and the City of DeLand and authorizes the Mayor Commissioner to execute the attached “Right of first refusal” agreement.

BACKGROUND/DISCUSSION:

The right of first refusal gives the MT Propeller, for a period of two years, a right to lease the subject property before the City leases it to any other party. In this fashion, MT Propeller can be assured that the City will not

lease to another entity and will be comfortable expending funds to design a building for the subject parcel. It is in theory possible that MT Propeller would not exercise its right of first refusal and/or never execute a lease on this site, but the plan is for them to continue to expand at the DeLand Airport and staff wants to do everything it can to encourage MT Propeller's additional investment and continued productivity at the DeLand Airport.

AGREEMENT FOR RIGHT OF FIRST REFUSAL

THIS AGREEMENT FOR RIGHT OF FIRST REFUSAL (hereinafter the "Agreement") is made and entered into this ___ day of March, 2022, by and between MT-PROPELLER USA, INC., a Florida for-profit corporation, whose mailing address is 1180 Airport Terminal Drive, DeLand, Florida 32724, hereinafter referred to as the "MT-PROPELLER", and the CITY OF DELAND, a municipality of the State of Florida, whose mailing address is City Hall, 120 South Florida Avenue, DeLand, Florida 32720, hereinafter referred to as the "CITY".

WITNESSETH

WHEREAS, the CITY operates a municipal airport; and

WHEREAS, MT-PROPELLER is a manufacturer of high performance and noise reducing aircraft propeller systems; and

WHEREAS, MT-PROPELLER has requested that the CITY grant to MT-PROPELLER, and the CITY desires to grant to MT-PROPELLER, a first right of first refusal with respect to a ground lease of real property located at the CITY's Airport as described herein; and

WHEREAS, the real property which is the subject of the right of first refusal granted in this Agreement is described in the Exhibit attached hereto and incorporated herein by this reference thereto which Exhibit is a document prepared by the CITY's Engineering Department and styled as "Sketch of Lease Description for Parcel 4, Old NDB Road at 1595 Old NDB Rd., DeLand, Florida 32724 (DeLand Municipal Airport)", dated September 20, 2018, pertaining to "PROJECT NO. EN-18-24" (the real property shall hereinafter be referred to as the "Property"); and

NOW THEREFORE, for two thousand and no/100ths dollars (\$2,000.00) in hand paid by MT-PROPELLER to the CITY, and other good and valuable consideration, the receipt and sufficiency of which the CITY and MT-PROPELLER hereby acknowledge, the parties agree as follows:

SECTION 1. RIGHT OF FIRST REFUSAL.

(a). In the event that the CITY receives a *bona fide* offer in the form of a term sheet, a letter of intent or an executed lease (hereinafter the "Offer") to enter a ground lease relative to the Property, with no material terms yet to be negotiated, MT-PROPELLER shall have the prior, exclusive right to meet any such Offer, which Offer the CITY desires to accept.

(b). In the event of the receipt of such Offer which the CITY desires to accept, the CITY shall notify MT-PROPELLER in writing (hereinafter the "Notice") of all of the terms and provisions of said Offer while providing MT-PROPELLER with a copy thereof with the Notice. The Notice shall be transmitted by the CITY to MT-PROPELLER within five (5) business days of receipt of the Offer.

(c). MT-PROPELLER shall have the prior exclusive option to match the Offer at the same price or lease amount and on the same terms and conditions as contained in such Offer. MT-PROPELLER shall have five (5) business days from the receipt of the Notice to notify the CITY in writing if it elects to exercise its rights hereunder.

(d). If MT-PROPELLER fails to notify the CITY within the foregoing five (5)-day period, MT-PROPELLER shall be deemed to have elected not to exercise said option. If the CITY does not

thereafter sell or lease the Property to the third party making such Offer at the price or lease amount and upon the terms and conditions set forth in the Notice, MT-PROPELLER's rights under this Agreement shall continue in full force and apply with respect to any new offer from the third party, or from another third party, to lease the Property.

(e). If MT-PROPELLER elects to exercise said option, the CITY shall execute a City of DeLand standard form ground lease for the Property with MT-PROPELLER within thirty (30) days thereafter. The two thousand and no/100ths dollars (\$2,000.00) paid by MT-PROPELLER to the CITY as consideration for this Agreement shall, in such event, be credited to the benefit of MT-PROPELLER toward it's initial \$2,000.00 worth of lease payments or security deposits.

(f). MT-PROPELLER's "right of first refusal" option under this Agreement shall continue in force for two (2) years from the date of this Agreement indicated in the opening paragraph of this Agreement, but such right will automatically terminate if MT-PROPELLER ceases its current operation at the CITY's Airport at its current location. MT-PROPELLER shall not have the right to assign its rights under this Agreement to a third party.

(g). If MT-PROPELLER elects not to exercise its right of first refusal or this Agreement expires without a Notice having been given by the City, the \$2,000.00 paid to the City pursuant to this Agreement shall be deemed the property of the City and MT-PROPELLER shall have no claim to such money.

SECTION 2. NOTICES.

(a). Whenever either party desires to give notice unto the other, notice shall be sent to:

For the CITY: John Eiff
DeLand Airport Manager
1000 Flight Line Boulevard
DeLand, Florida 32724

With a copy to: Darren J. Elkind, Esquire
City Attorney
142 E. New York Avenue
DeLand, Florida 32724

For MT-PROPELLER: MT-Propeller USA, Inc.
Attn: Peter Marshall, General Manager
1180 Airport Terminal Drive
DeLand, Florida 32724

(b). Either of the parties may change, by written notice, the addresses or persons for receipt of notices.

SECTION 3. EFFECTIVE DATE. This Agreement shall take effect on the date that this Agreement is fully executed by the parties.

SIGNATURE BLOCKS FOLLOW:

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the days and year set forth herein.

CITY OF DELAND, FLORIDA

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy, MMC
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, Esquire
City Attorney

MT-PROPELLER USA, INC., a Florida for-profit corporation.



Peter Marshall, General Manager

Legal Description: Parcel 4
Old NDB Hangar Area

That portion of the Northwest 1/4 of Section 35, Township 16 South, Range 30 East, Volusia County, Florida, described as follows: Commencing at the southwest corner of the Northwest 1/4 of said Section 35, run N.00°03'19"W., along the west line thereof, a distance of 858.71 feet to the northerly right of way line of Old NDB Road; thence run N.88°43'38"E. along said right of way line, a distance of 263.79 feet to the POINT OF BEGINNING; thence departing said right of way line continue N.88°43'38"W., a distance of 350.00 feet; thence run N.01°16'22"E., a distance of 400.00 feet; thence run S.01°16'22"E., a distance of 350.00 feet to the northerly right of way of Old NDB Road; thence run S.88°43'38"W. along said northerly right of way line, a distance of 400.00 feet to the Point of Beginning; Said parcel containing (140,000 S.F.) 3.21 acres, more or less.

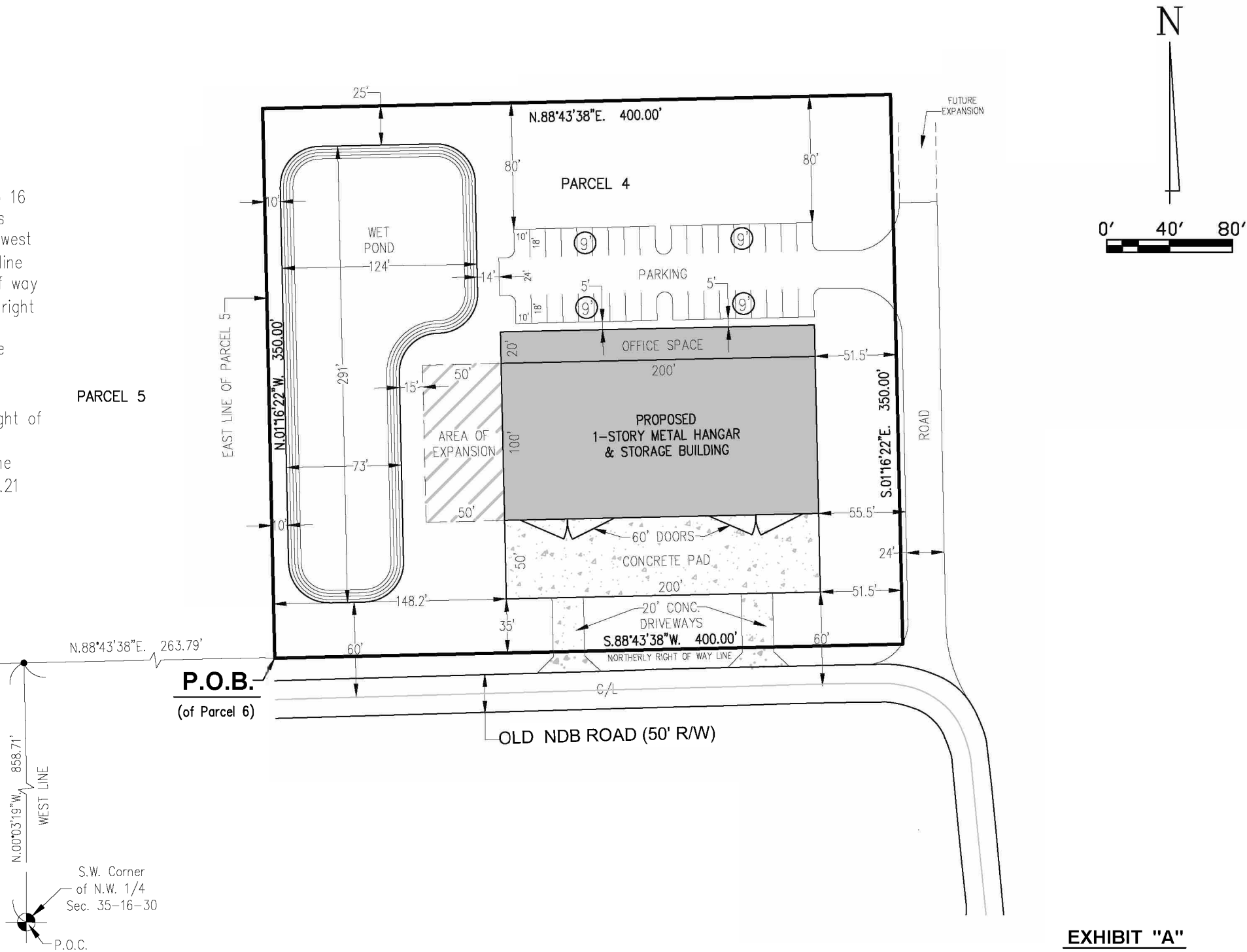


EXHIBIT "A"

 City of DeLand, Florida ENGINEERING DEPARTMENT 1102 S. Garfield Avenue DeLand, Florida 32724 TEL: 386/626-7196 FAX: 386/736-5366	Sketch of Lease Description for Parcel 4, Old NDB Road at 1590 Old NDB Rd., DeLand, Florida 32724 (DeLand Municipal Airport)		
	PARCEL No. XXXX-XX-XX-XXXX	LEASE NO. AXXX	
	DATE: 09/20/2018	PROJECT NO. EN-18-24	
	SCALE: 1" = 80'	DRAWING NO.	
	DRAWN BY: M.A.L.	Sheet 1 of 1	

FILE NAME: L:\Eng\Gen\City Proj\2018\EN18-24 Airport-Parcel 4 Lease-Old Daytona Road Extension.dwg

CITY OF DELAND
Request for Commission Action
April 4, 2022

SUBJECT: Consideration re Agreement for Acquisition of Parcels from Jose Ramirez, Relating to the Utility Administration Center and the Upgrading and Improvement of the Utility Plant Complex and Facilities.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Ramirez Contract for Purchase and Sale, Ramirez Map

APPROVED BY: Michael Pleus, City Manager, March 30, 2022

SUMMARY/HIGHLIGHT:

The approval of a purchase and sale agreement with property owner Jose Ramirez for acquisition of parcels relating to the Utility Administration Center and the upgrading and improvement of the utility plant complex and facilities is proposed.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The necessary funding for the expansion, upgrading and improvement of the utility plant complex and facilities, including, but not limited to, the Water Reclamation Facility, has been budgeted. The voluntary acquisition of the Ramirez property, as opposed to the City exercising its eminent domain powers, is a prudent and cost-effective means of acquiring the property. Staff negotiated a price of \$30,000 for both parcels. The purchase of land was not included in the FY 21/22 budget. However, Water and Sewer Fund reserves are available to cover the purchase and will be included in a future budget presented to the City Commission for approval.

RECOMMENDATION:

It is recommended that the City Commission approve the purchase and sale agreement with property owner, Jose Ramirez.

BACKGROUND/DISCUSSION:

The City has procured the services of engineers and surveyors to assist the City Engineer, Ray Bahrami, P.E., in planning and mapping out the City's project for the City's utility plant complex and facilities including, but not limited to, the Water Reclamation Facility. The project plans identify parcels that are needed to be purchased in order to implement the project. Other properties have also been identified that are desired in order to provide the City with other important alternatives for use of the complex. Property totaling somewhere

between 0.98 acre to 1.04 acres is owned by Jose Ramirez of 209 North Colorado Avenue in DeLand. The property is assigned Volusia County Tax Parcel Identification Numbers 702101000210 (Alternate Key: 2293047) and 702101000220 (Alternate Key: 2293055).

The map provided shows the Ramirez parcels highlights in yellow with a nearby City parcel cross-hatched. The City's Utility Plant parcel is, of course, the large tract to the north.

The City procured an appraisal of the property which was provided by Robert L. Doyle, II, MAI, SRA, whose company is Doyle Appraisal Services, Inc., of DeLand. Mr. Doyle determined that the value of the property was for the highest best use of 4 speculative residential lots in the amount of \$20,000. Negotiations with the property owner, Mr. Ramirez, resulted in an initial counter offer of \$50,000. Additional research showed that Maronda Homes had purchased a 0.17-acre parcel near to the Ramirez property for \$17,000 in June of 2021. That lot is shown on the map in blue and with the sales price annotated thereon.

At the conclusion of negotiations, a proposed purchase price of \$30,000 was arrived at. Inasmuch as property owners in Florida have constitutional and statutory rights such as those arising under Sections 73.091 and 73.092, Florida Statutes, which would require the City to not only pay for the full and just value of the land, but also attorney's fees and all reasonable costs incurred in the defense of an eminent domain proceeding; the compromise amount in this case is most reasonable.

CONTRACT FOR PURCHASE AND SALE

THIS CONTRACT for Purchase and Sale is made on this ___ day of March 2022 is made by and between:

Jose R. Ramirez, hereinafter referred to as the "Seller", whose address is 209 North Colorado Avenue, DeLand, Florida 32724;

AND

the City of DeLand, Florida, a municipal corporation, whose address is City Hall, 120 South Florida Avenue, DeLand, Florida 32720, hereinafter referred to as the "City".

1. Purchase Contract. The City agrees to buy and the Seller agrees to sell the Property described in this Contract.

2. Property. The Property to be sold consists of the following described parcels: Volusia County Tax Parcel Identification Numbers: 702101000210 (2 Alternate Key: 2293047) and 702101000220 (2 Alternate Key: 2293055). (See attached Composite Exhibit 'A' - Volusia County Property Appraiser and Property Information Sheets.

3. Purchase Price. The purchase price is \$30,000.00.

4. Payment of Purchase Price. The City will pay the purchase price as follows: This is a cash purchase.

5. Time and Place of Closing. The Closing date will occur as soon as possible after the full execution of this Contract. Both parties will fully cooperate in order for the Closing to be fully accomplished as soon as possible. The Closing will be held at the office of Volusia Title in DeLand with the maximized use of remoted and electronic communications and transmissions as may be feasible. Time is of the essence in the performance of this Contract.

6. Transfer of Ownership/Insurance, Etc.. At the Closing, the Seller will grant a statutory warranty deed to the City over the Property to the City as set forth herein. The City, at its expense, shall procure issuance of a title insurance commitment, issued through Volusia Title of DeLand acting as issuing agent ("Closing Agent") for a qualified title insurer. The City shall pay for the costs of recording. This acquisition is undertaken under threat of eminent domain and, accordingly, this transaction is exempt from the payment of State documentary stamps under Rule 12B-4.014, *Florida Administrative Code*.

7. Physical Condition of the Property. The Property is being sold "AS IS" and "WHERE IS". The Seller does not make any claims of promises about the condition or value of any of the Property included in this sale except as may be specifically set forth in this Contract.

8. Building and Zoning Laws. The Property is acquired with the City well knowing that the Property is subject to the provisions of zoning and planning laws, rules and regulations.

9. Complete Contract. This Contract is the entire and only agreement between the Seller and the City. This Contract replaces and cancels any previous agreements between the Seller and the City. This Contract can only be changed by an agreement in writing signed by both the Seller and the City.

10. Binding Contract. This Contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities. The signatories to this Contract represent that they have the authority to execute this Contract and bind the respective parties hereto as set forth in this Contract.

11. Notices. Any notices, requests, demands, tenders and communications hereunder shall be in writing and may be served (i) by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; (ii) by recognized overnight, third party prepaid courier service (such as Federal Express); (iii) by delivering the same in person to such party; or (iv) by successful transmission by electronic mail or telecopy. Any notice or other communication mailed as aforesaid shall be deemed effectively given on the date and time of delivery if personally delivered or sent by electronic transmission or telecopy, on the date and time delivered if sent by courier service, or on the date and time indicated on the return receipt if mailed. Either party may change its address for notices by giving notice to the other as provided below.

The addresses for notices are as follows:

If to the City: Darren J. Elkind, Esquire
 142 East New York Avenue
 DeLand, Florida 32724

If to the Seller: Jose R. Ramirez
 209 North Colorado Avenue
 DeLand, Florida 32724

12. Additional Provisions. The provisions of this Contract shall bind and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties. This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. In connection with any litigation, including, but not limited to, appellate proceedings, arising out of this Contract, the prevailing party shall be entitled to recover all legal charges, expenses, costs and reasonable attorney's fees. Venue for any dispute shall be in the Seventh Judicial Circuit Court in and for Volusia County, Florida. The section headings herein contained are inserted for convenience of reference only and shall not be deemed to be a part of this Contract; they shall be ignored in construing this Contract. The fact that one of the parties may be deemed to have drafted or structured any provision hereof shall not affect the interpretation of this Contract and this Contract is the result of bona fide arm's length negotiations by and between the parties and, accordingly, the fact that one or another party drafted this Contract, or any part of it, shall not be considered in construing the particular provision either in favor of or against such party. Both parties have contributed substantially and materially to the drafting of this Contract.

This Contract may be executed by the parties in any number of counterparts, each of which shall be deemed an original, and all such counterparts shall be deemed one and the same Contract. In the event this Contract is executed in counterparts, the effective date of this Contract shall be determined with reference to the date of the last execution of any of the counterparts.

13. Brokers and Commission. The City and the Seller each represent and warrant to the other that neither has employed, retained or consulted any other properly licensed Florida real estate broker, agent, or finder in carrying on the negotiations in connection with this Contract.

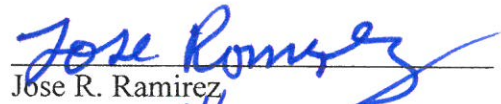
WITNESSES:

JOSE R. RAMIREZ



Signature Of Witness # 1

Printed Name Of Witness LANIE N. GROOT


Jose R. Ramirez
Date: March 29, 2022

Signature Of Witness # 2

Printed Name Of Witness Hilda Ramirez

ATTEST:

CITY OF DELAND

Julie A. Hennessy, MMC

By: _____
Michael P. Pleus, ICMA-CM
City Manager
Date: _____

Approved as to form and legal sufficiency.

Darren J. Elkind
City Attorney

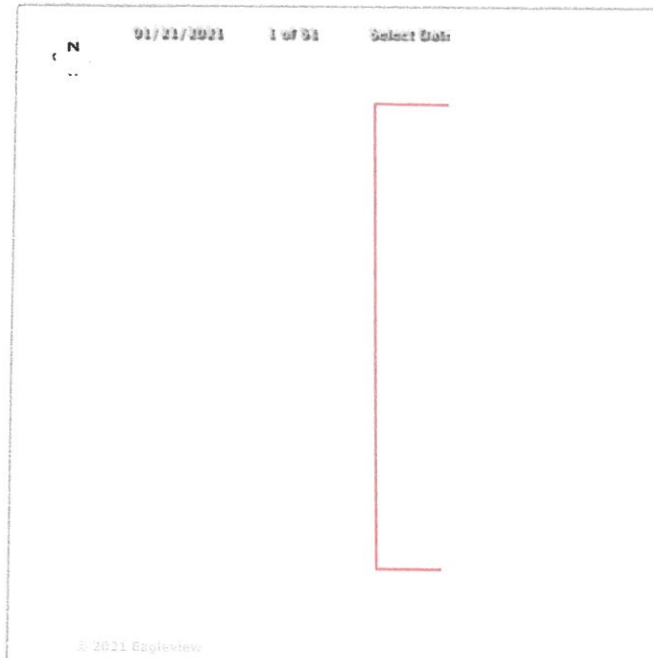
[Home](#) / Parcel Summary for 2293047[Summary](#) [Tax Estimate](#) [Permits](#) [Map](#) [Pictometry](#) [Print](#)

Alternate Key: 2293047
Parcel ID: 702101000210
Township-Range-Section: 17 - 30 - 21
Subdivision-Block-Lot: 01 - 00 - 0210
Physical Address: PROPERTY LOCATION IS NOT AVAIL,
DELAND 32724

Business Name:
Owner(s): RAMIREZ JOSE - FS - Fee Simple -
100
Mailing Address On File: 209 N COLORADO AVE
DELAND FL 32724
[Update Mailing Address](#)

Building Count: 0
Neighborhood: 1553 - SO DEL SUB & ACREAGE
PARCELS
[Neighborhood Sales](#)

Subdivision Name: HARPER
Property Use: 0000 - VACANT RES
Tax District: 100-UNINCORPORATED - WESTSIDE
2021 Final Millage Rate: 19.7083
Homestead Property: No - [Apply for Homestead Online](#)
Agriculture Classification: No - [Additional Information](#)
Short Description: 21-17-30 LOT 21 HARPER SUB MB 9
PG 15 PER OR 5089 PGS 4836-4
837

[Values & Exemptions](#)[Land & Buildings](#)[Sales](#)[Legal](#)[Property Tax Bill](#)

Property Description

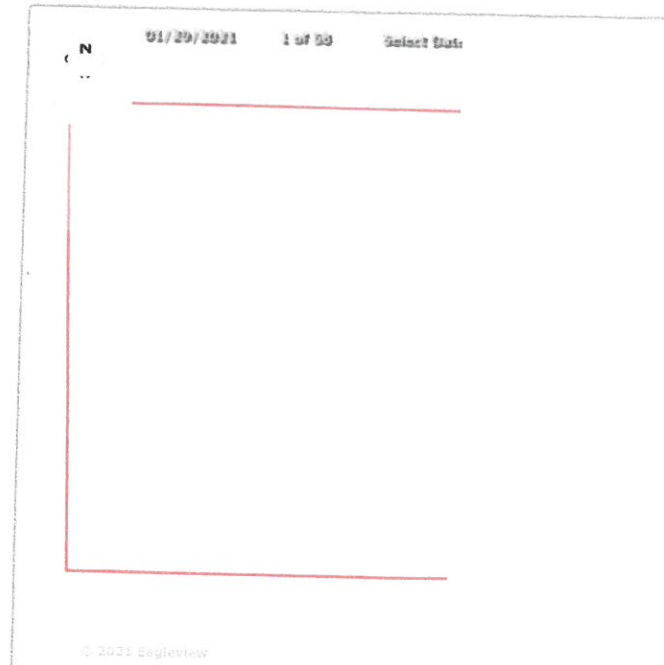
NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
21-17-30 LOT 21 HARPER SUB MB 9 PG 15 PER OR 5089 PGS 4836-4837	100	17 - 30 - 21	01 - 00 - 0210	18- DEC-81

[Home](#) / Parcel Summary for 2293047

[Home](#) / Parcel Summary for 2293055[Summary](#) [Tax Estimate](#) [Permits](#) [Map](#) [Pictometry](#) [Print](#)

Alternate Key: 2293055
Parcel ID: 702101000220
Township-Range-Section: 17 - 30 - 21
Subdivision-Block-Lot: 01 - 00 - 0220
Physical Address: , DELAND 32724
Business Name:
Owner(s): RAMIREZ JOSE R - FS - Fee Simple - 100
Mailing Address On File: 209 N COLORADO AVE
 DELAND FL 32724
[Update Mailing Address](#)
Building Count: 0
Neighborhood: 1553 - SO DEL SUB & ACREAGE PARCELS
[Neighborhood Sales](#)
Subdivision Name: HARPER
Property Use: 0000 - VACANT RES
Tax District: 100-UNINCORPORATED - WESTSIDE
2021 Final Millage Rate: 19.7083
Homestead Property: No - [Apply for Homestead Online](#)
Agriculture: No - [Additional Information](#)
Classification:
Short Description: LOTS 22 TO 26 INC HARPER SUB MB
 9 PG 15 PER OR 2239 PG 1161
 PER OR 7413 PG 4734 PER OR 7539
 PG 4233



Values & Exemptions



Land & Buildings

Sales

Legal

Property Tax Bill

Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
LOTS 22 TO 26 INC HARPER SUB MB 9 PG 15 PER OR 2239 PG 1161 PER OR 7413 PG 4734 PER OR 7539 PG 4233	100	17 - 30 - 21	01 - 00 - 0220	18-DEC-81

[Home](#) / Parcel Summary for 2293055

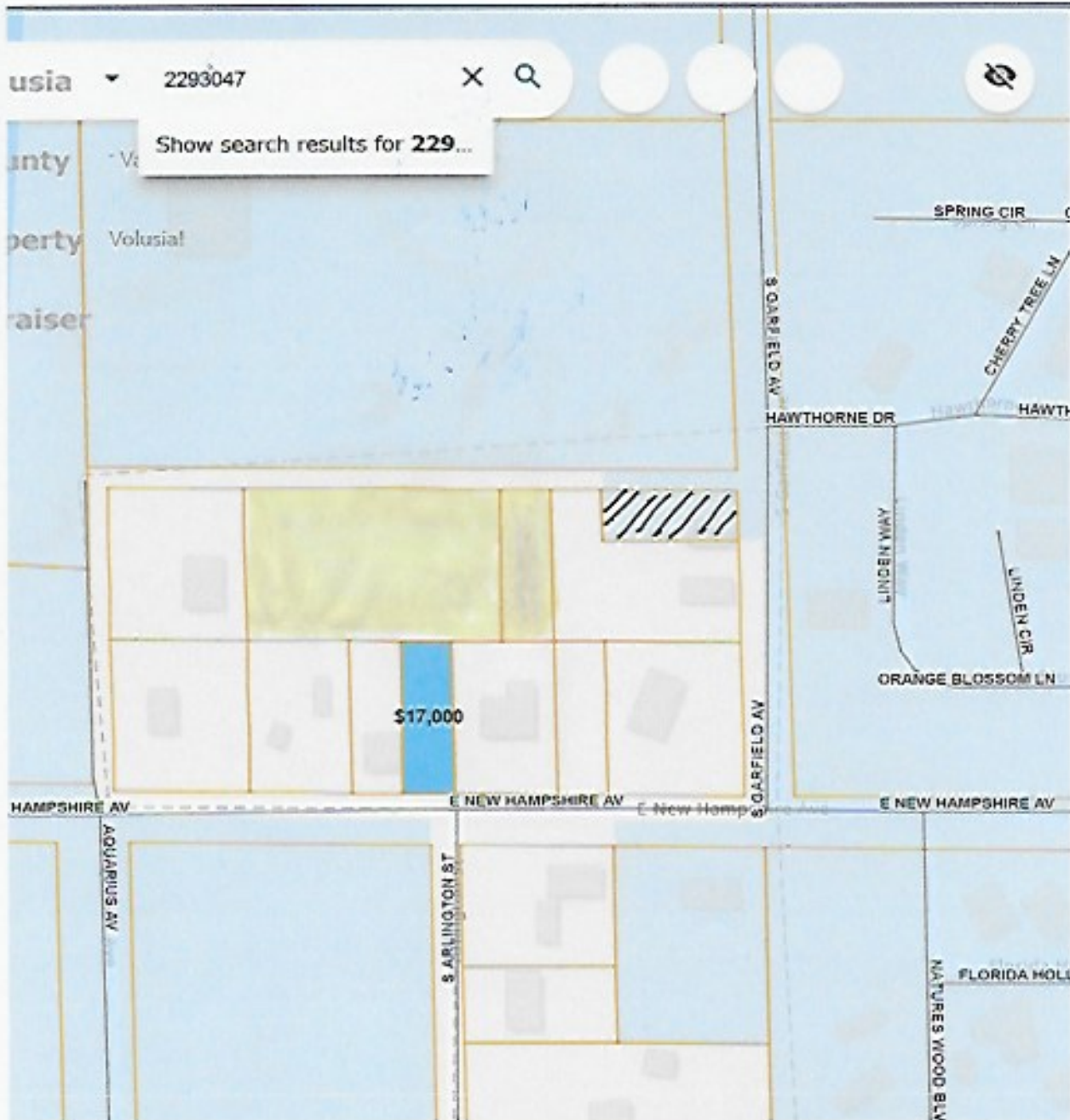
[Tax Estimate](#)

[Permits](#)

[Map](#)

[Pictometry](#)

[Print](#)



CITY OF DELAND
Request for Commission Action
April 4, 2022

SUBJECT: Second Reading of Ordinance No. 2022-04, Changing the Zoning from C-2, Commercial and R-1, Single Family to 425 South Planned Development at 425 South Woodland Boulevard.

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: ORD-2022-04 , Exhibit A-Legal Description , Exhibit B- PD Agreement, Exhibit A-To PD Agreement, Exhibit B- To PD Agreement, Staff Report (Z21-202), Zoning and Location Map, Aerial

APPROVED BY: Michael Pleus, City Manager, March 30, 2022

SUMMARY/HIGHLIGHT:

The applicant, Lee Munizzi, LAM Development, proposes to develop a 2-story office/business building and the associated parking, stormwater retention and open space on the property. This request is to amend the zoning designations for property from C-2 (General Commercial) and R-1 (Single-family Residential) to 425 South PD. The subject property is located at 425 S. Woodland Boulevard. The property contains 2.09 acres.

As outlined in the development agreement, the permitted uses for this site are:

1. Commercial building to include condominiums for retail, professional and medical offices and related business uses;
2. Parking area for guests, employees and vendors;
3. Common area and sidewalks.

The development will take place in a single phase of construction.

At the January 19, 2022 meeting, the Planning Board recommended approval of the rezoning. The first reading of this action before the City Commission occurred on February 21, 2022. The Commission asked the applicant to consider reducing the number of parking spaces and shift the building westward to be more in line with other properties along this section of Woodland Boulevard. The applicant desired to keep the number of spaces the same in case he was able to bring in medical offices, which require more spaces than general offices. As far as shifting the building to the west, the concept plan was not changed as the applicant desired to have landscaping along the front of the property.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

The priorities for 2021-22 include:

Improve our gateways.

Bringing new businesses to DeLand

As outlined in the city's strategic plan under:

Strategic Focus Area: Regional high value job creation.

New business development (business recruitment and site development).

Action Steps:

3. Provide assistance to fill vacant industrial/commercial sites.

Strategic Focus Area: Institute Smart Growth principles:

Community consistent growth

Action Steps: 1. Encourage use of Planned Development Agreements in zonings.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Commercial development of this property, and inclusion of offices and retail units onto the city's tax rolls will generate increased funding for city services.

RECOMMENDATION:

It is recommended that the City Commission approve on second reading the zoning designation of this property from C-2 (General Commercial) and R-1 (Single-family Residential) to 425 S. Woodland PD as submitted.

BACKGROUND/DISCUSSION:

Refer to staff report.

ORDINANCE NO. 2022 - 04

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM CITY OF DELAND'S C-2, GENERAL COMMERCIAL AND R-1, SINGLE FAMILY TO 425 SOUTH PD, PLANNED DEVELOPMENT, ON PROPERTY LOCATED AT 425 SOUTH WOODLAND BOULEVARD; APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 2.09 +/- 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, LAM Development (hereinafter referred to as "Applicant"), owns approximately 2.09 +/- acres of land located at 425 South Woodland Boulevard, 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 Applicant has applied for a change of zoning designations from City of DeLand's C-2, General Commercial and R-1, Single Family Residential to 425 South PD, Planned Development; 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 amend the property zoning designation so as 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 Mixed Commercial 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 change of zoning from City of DeLand's C-2, General Commercial and R-1, Single Family Residential to 425 South PD, Planned Development District, on the property located at 425 South Woodland Boulevard.

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 425 South 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 submitted by Applicant which shall be filed and 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 for 425 South PD, Planned Development District, including the Development Plan Agreement, Map and other supporting documentation (on file with the City Planning Department), are attached hereto as Exhibit "B" and 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. The City Commission may rezone any portion of the Project which has not obtained a site plan approval within five years from the date of adoption of this Ordinance.

Section 8. Prior to the issuance of a building permit, Applicant shall submit an easement document, acceptable to the City of DeLand, permitting additions to shared access, parking, utilities, and stormwater.

Section 9. Pursuant to Article 5 of the City's Land Development Regulations, the Applicant shall comply with all applicable infrastructure regulations.

Section 10. The City Engineer, Planning Director, and Building Department are 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 11. No rights to obtain final development orders nor any rights to develop the property have been granted or implied by this Ordinance. Final development orders for the property including, but not limited to, subdivision and site plan approval shall be subject to a determination of concurrency.

Section 12. 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 13. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 4th day of April, 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: February 21, 2022
Adopted on second reading: April 04, 2022

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

“EXHIBIT A”

REAL PROPERTY DESCRIPTION

ALL OF LOTS 7 AND 10, AND LOTS 1, 4, 5, 8, AND 9, EXCEPT THE EAST 150 FEET, BLOCK 19, HOWRYS ADDITION TO DELAND, ACCORDING TO THE MAP IN MAP BOOK 22, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND OR 5167, PG. 1563, AND OR 7455, PG. 2098.

PD PLANNED DEVELOPMENT AGREEMENT

IN THE CITY COMMISSION OF THE

CITY OF DELAND, FLORIDA

IN RE: Case No. Z21-202, Application of

LAM Development, LLC

ORDINANCE # _____

ORDER AND RESOLUTION

GRANTING A REQUEST FOR CHANGE OF ZONING FROM C-2 AND R-1 TO

COMMERCIAL PD (PLANNED DEVELOPMENT)

The application of LAM Development, LLC (hereinafter, "Applicant"), for rezoning was heard by and before the City Commission, DeLand Florida, on January 19, 2022. Based upon the verified Application and other supporting documents, maps, charts, overlays, other evidence and instruments; the advice, report, and recommendations of the Community Development, and other Departments and agencies of DeLand, Florida; and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning Board on January 19, 2022, and otherwise being fully advised, the City Commission does hereby find and determine as follows:

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B. That all fees and costs which are by law, regulation, or Ordinance required to be borne and paid by the applicant have been paid.

D. That the Applicant has complied with the concept plan provision as required by Land Development Regulations Ordinance # 2013-11, as amended.

E. That the Applicant has complied with the "Due Public Notice" requirements of the City Commission, Land Development Regulations Ordinance # 2013-11, as amended.

1 FINDINGS REGARDING REZONING

2

3 A. That the Applicant has applied for a change of zoning from the present

4 zoning classification(s) of the parcel described in Exhibit "A" from **C-2** and **R-1** to **PD**

5 (Planned Development).

6

7 B. That the said rezoning to a PD is consistent with both the City of DeLand

8 Comprehensive Plan Ordinance # 1990-04, as amended, and the intent and purpose of

9 the City of DeLand Land Development Regulations Ordinance # 2013-11, as amended,

10 and does promote the public health, safety, morals, general welfare and orderly growth

11 of the area affected by the rezoning request.

12

13 NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF

14 DELAND, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE CITY

15 COMMISSION CHAMBERS, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA,

16 THIS 19th DAY OF JANUARY, A.D., 2022, AS FOLLOWS:

17

18 A. That the Application of LAM Development, LLC for the rezoning of the

19 subject parcel is hereby granted.

20

21 B. That the zoning classification of the subject parcel described in Exhibit "A"

22 attached hereto is hereby amended from **C-2** and **R-1** to **PD** as described in Article VII of

23 the City of DeLand, Land Development Regulations Ordinance # 2013-11, as amended.

24

1 C. That the Official Zoning Map of the City of DeLand, is hereby amended to
2 show the rezoning of said parcel to the “**425 South**” PD.

3
4 D. That the City of DeLand Land Development Regulations Ordinance # 2013-
5 11, as amended, is consistent with the provisions of the "Development Agreement" as
6 hereinafter set forth in this Ordinance and with respect to any conflict between Land
7 Development Regulations Ordinance # 2013-11, as amended, and the "Development
8 Agreement", the provisions of the "Development Agreement" shall govern. Ordinance No.
9 02-09, as amended, shall govern with respect to any matter not covered by the
10 "Development Agreement." The City of DeLand, will ensure overall compliance with this
11 Ordinance.

12
13 E. Unless otherwise provided for herein the City of DeLand, Land
14 Development Regulations Ordinance # 2013-11, as amended, shall apply to the PD in
15 the same manner as proximate properties bearing a PD zoning classification which are
16 used for substantially the same purposes as this PD.

17
18 F. Nothing in this Ordinance shall abridge the requirements of any City of
19 DeLand Ordinance other than Ordinance 2013-11, as amended. Timing and review
20 procedures contained in this Order and Resolution may be modified to comply with the
21 City of DeLand Land Development Regulations, Ordinance No. 2013-11, as amended.
22 Further, nothing in the Development Agreement is intended to abridge the requirements
23 of Ordinance No. 2013-11, as amended, and any other City Ordinances.

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3. Subdivision Approval. **[intentionally omitted]**.
4. Final Site Plan Approval. After the Planned Development Plan is recorded, and prior to issuance of any permits for construction, including clearing and landfill, a Final Site Plan shall be prepared and submitted for review and approval in the manner required by Article 12 of the City of DeLand, Land Development Regulations Ordinance # 2013-11, as amended.

1 B. Unified Ownership. The Applicant or his successors shall maintain unified
2 ownership of the subject parcel until after issuance of the Final Site Plan Development
3 Order.

4
5 C. Phases of Development. There shall be only one (1) phase of development
6 for the subject project.

7
8 D. Land Uses Within the PD. The development of the parcel shall be consistent
9 with the uses prescribed for each area within the proposed PD. The location and size of
10 said land use areas are shown on the Development Plan Map, Exhibit "B". The following
11 land uses shall be allowed as permitted principal uses and structures along with their
12 customary accessory uses and structures:

- 13 (1) Commercial building to include condominiums for retail, professional
14 offices, and related business uses;
15 (2) Parking area for guests, employees, and vendors; and
16 (3) Common Area and sidewalks as depicted in Exhibit "B"—sidewalk to be
17 included within front landscape buffer as depicted in Exhibit "B"; and
18 (4) signage (as depicted in Exhibit "B") within the front landscape buffer.

19 E. Development Standards. The PD shall abide by and require compliance
20 with the following minimum site design regulations:

- | | | |
|----|------------------------------------|------------------------------------|
| 21 | 1. Minimum lot area: | 2.08 Acres |
| 22 | 2. Minimum lot width and/or depth: | 130 ft. x 452 ft. |
| 23 | 3. Minimum yard size (building) | |
| 24 | a. Front yard: | 20 ft. |
| 25 | b. Rear yard: | 25 ft. Abutting Residential |

1	c. Side yard:	10 ft.
2	d. Waterfront yard:	N/A
3	4. Minimum floor area ratio:	15,174 sq. ft. / 90,514 sq.
4		ft = 0.25 FAR
5		
6	5. Maximum lot coverage:	70%
7	6. Maximum building height:	35 ft.
8	7. Landscape buffer requirements	
9	a. Front:	20 ft.
10	b. Side:	10 ft.
11	c. Rear:	20 ft.
12	8. Perimeter building setbacks:	10 ft.
13	9. Minimum building separation:	Per LDR
14	10. Off-street parking requirements:	Per LDR
15	11. Signage requirements:	Per LDR
16	12. Open Space and/or Common Area requirements meeting the Land	
17	Development Regulations Ordinance # 2013-11.	
18		

19 F. Environmental Considerations. The PD shall abide by and require
20 compliance with the requirements of the Land Development Regulations Ordinance #
21 2013-11, as amended.

22
23 G. Sewage Disposal and Potable Water. Provision for sewage disposal and
24 potable water needs of the PD will be provided in accordance with the Comprehensive
25 Plan, Ordinance No.1990-04, as amended, the Land Development Regulations
26 Ordinance No. 2009-09, as amended, and State of Florida Administrative Code 64E-6.

27
28 H. Stormwater Drainage. Provision for stormwater retention shall be in

1 accordance with the Land Development Regulations Ordinance # 2013-11, as amended.

2
3 I. Access and Transportation System Improvements. All access and
4 transportation system improvements shall be provided in accordance with the Land
5 Development Regulations, Ord. 02-09, as amended. The parcel shall be developed in
6 substantial accordance with the following access and transportation system
7 improvements:

8 1. Access. A full access driveway onto South Woodland Boulevard
9 shall service the subject site.

10 2. Transportation System Improvements. A full access driveway
11 approved by the Florida Department of Transportation ("FDOT") shall service the subject
12 site.

13 J. Internal Roadways. As depicted in Exhibit "B" - The general site plan
14 demonstrates the minimum internal roadway and parking area that is privately maintained
15 that will service the site.

16 K. Building or Property Owners Association. It is the intent of the Applicant to
17 create a Condominium Association for the PD. The charter and by-laws of said
18 Association and any other agreements, covenants, easements or restrictions shall be
19 furnished to the City of DeLand at the time of creation. The applicant shall be responsible
20 for recording said information in the Public Records of Volusia County, Florida. Also, the
21 applicant shall bear and pay all costs for recording all of the aforementioned documents.

22 With respect to the enforcement of said agreements, covenants, easements or
23 restrictions entered into between the applicant and the owners or occupiers of property
24 within the **PD**, the City of DeLand shall only enforce the provisions of the "Development

1 Agreement" and City of DeLand Land Development Regulations Ordinance # 2013-11,
2 as amended, whichever is applicable, and not the private agreements entered into
3 between the aforementioned parties.

4
5 M. Reverter Provision: The City Commission may rezone any portion of the
6 project which has not secured a Final Development Order on or before 5 years from the
7 effective date of this ordinance as may be necessary or appropriate to protect adjoining
8 properties or the public health, safety and welfare, unless the City Commission, for good
9 cause shown, shall extend the time period indicated in this paragraph.

10
11 N. Binding Effect of Plans; Recording; and Effective Date. The Planned
12 Development Plan, including any and all amendments shall bind and inure to the benefit
13 of the Applicant and his successor in title or interest. The PD zoning, provisions of the
14 "Development Agreement," and all approved plans shall run with the land and shall be
15 administered in a manner consistent with Article 12 of the City of DeLand Land
16 Development Regulations Ordinance # 2013-11, as amended.

17 This Ordinance and all subsequent amendments shall be filed with the Clerk of the
18 Court and recorded within forty-five (45) days following execution of the document by the
19 City Commission, in the Official Records of Volusia County, Florida. One copy of the
20 document, bearing the book and page number of the Official Record in which the
21 document was recorded, shall be submitted to the Planning Department for placement in
22 the public file. The date of recording of this document shall constitute the effective date
23 of the PD or its subsequent amendments. The applicant shall pay all filing costs for
24 recording documents.

DONE and ORDERED by the City Commission, City of DeLand, Florida,
this ____ day of _____ (mo/yr).

ATTEST:

City Commission of DeLand Florida

Michael Plues
City Manager

Robert Apgar
Mayor

STATE OF FLORIDA
CITY OF DELAND

The foregoing instrument was acknowledged before me this _____ day
of _____ (mo/yr), by Michael Plues and Robert Apgar, 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: _____

1
2 WITNESSES:
3
4

5 _____
6 Lee Munizzi,
7 as Manager for LAM Development, LLC
8 *Applicant's Name, Title & Corporation*
9

10 _____
11 *Applicant's Name, Title & Corporation*
12

13 _____
14 _____
15 *Owner of Property (if other than applicant)*
16
17
18
19

20 The foregoing instrument was acknowledged before me this _____ day
21 of _____, by LEE MUNIZZI, who is personally known
22 to me or who has produced Driver's License as identification.
23
24
25

26 NOTARY PUBLIC, STATE OF FLORIDA

27 Type or Print Name:

28 _____
29 Commission No.: _____

30 My Commission Expires: _____
31

32 *Revised February 7, 2022 u/p/zone/pd_doc*
33

EXHIBIT “A”

DEPICTION OF PARCEL

SECTION 16, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA

REAL PROPERTY DESCRIPTION

- 1.) SURVEYOR HAS NOT ABSTRACTED LANDS SHOWN HEREON FOR EASEMENTS, RIGHTS-OF-WAY, OR ANY OTHER MATTER OF RECORD WHICH MIGHT AFFECT THE TITLE OR USE OF SAID LANDS.
- 2.) NO UNDERGROUND INSTALLATIONS OR VISIBLE IMPROVEMENTS LOCATED OTHER THAN SHOWN.
- 3.) BEARINGS ARE BASED ON THE EAST R/W LINE OF WOODLAND BLVD. ASSUMED AS N.89°31'20"W. PER PAST.
- 4.) THE PROPERTY DESCRIPTION WAS PROVIDED TO THE SURVEYOR BY THE CLIENT.
- 5.) THE MONIUMENTED AND OCCUPIED PROPERTY LINES WERE HELD TO FOR THIS SURVEY.
- 6.) THE SURVEYOR BELIEVES THAT IT SHOULD HAVE LESSED OUT THE EAST 175' NOT 150' DUE TO FIELD MEASUREMENTS.
- 7.) HAVING CONSULTED THE NATIONAL FLOOD INSURANCE PROGRAM FIRM, I HAVE DETERMINED THAT THE SUBJECT PROPERTY LIES IN ZONE "X", NOT A SPECIAL FLOOD AREA PER FIRM PLANOL # 12127C0470 H, DATED 2/19/2014, VOLUSIA COUNTY, FLORIDA.

(SEE NOTE #3)

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

N = NORTH	O.R. = OFFICIAL RECORD
S = SOUTH	D.B. = DEED BOOK
E = EAST	P.O.B. = POINT OF BEGINNING
W = WEST	P.O.C. = POINT OF COMMENCEMENT
SEC. = SECTION	W/ = WITH
FND. = FOUND	P.L.S. # 3144 = PROFESSIONAL
CONC. MON. = CONCRETE	LAND SURVEYOR REGISTRATION
MONUMENT	NUMBER 3144
COR. = CORNER	TYP. = TYPICAL
NO. = NUMBER	PROP. = PROPERTY
P.B. = PLAT BOOK	R. = RADIAL
PG. = PAGE	Δ = DELTA
PP. = PAGES	L = ARC LENGTH
REF. = REFERENCE	P.C. = POINT OF CURVATURE
MEAS. = MEASURED	P.I. = POINT OF INTERSECTION
INF. = INFORMATION	P.T. = POINT OF TANGENCY
N.T.S. = NOT TO SCALE	TAN. = TANGENT
C/L = CENTER LINE	C = CHORD
ELEV. = ELEVATION	C.B. = CHORD BEARING
CONC. = CONCRETE	R/W = RIGHT-OF-WAY
INV. = INVERT	(T) = TOP OF CURB
NO # = NO IDENTIFICATION	(B) = BOTTOM OF CURB
NUMBER	(A) = ACTUAL
T = TOWNSHIP	(P) = PLAT
R = RANGE	(D) = DESCRIPTION
MSL = MEAN SEA LEVEL	(C) = COMPUTED
U.T. = UNDERGROUND TELEPHONE	CALC. = CALCULATED
W.L. = UNDERGROUND WATER LINE	COR # = CERTIFIED CORNER
R.L. = UNDERGROUND RECLAIMED	RECORD NUMBER
WATER LINE	B.M. = BENCH MARK
R.C.P. = REINFORCED	O.U. = OVERHEAD UTILITY LINES
CONCRETE PIPE	C.M.P. = CORRUGATED METAL PIPE
(D.I.T.) = DEPARTMENT OF	T.B.M. = TEMPORARY BENCH MARK
TRANSPORTATION	L.B. # = LICENSE BUSINESS NUMBER
(RAD.) = RADIAL	(N.R.) = NON-RADIAL

CERTIFIED TO:

LAM DEVELOPMENT, LLC
 RELIANT TITLE GROUP INC. dba VOLUISA TITLE SERVICES
 CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS SURVEY, AS SHOWN HEREON, MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 53-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.  										 SCOTT'S SURVEYING SERVICES, INC. LB # 7442 8 S. HWY. 17-92, SUITE 8-A DEBARY, FLORIDA 32713 PH. (386) 668-7332 FAX 668-7337		BOUNDARY SURVEY FOR LAM DEVELOPMENT, LLC		PROJECT NUMBER 18-65	
														DATE 4/26/18	
														SCALE 1" = 30'	
DATE		REVISION		REVISED BY:		CHECKED BY:		COMPUTED BY:		DRAWN BY:		CHECKED BY:		FIELD BY: DATE	
								S.R.B.		S.R.B.		S.R.B.		B.W. 4/24/18	
VOLUSIA COUNTY,												FLORIDA		SHEET 1 OF 1	

EXHIBIT “B”

PLANNED DEVELOPMENT PLAN

CURRENT ZONE = C-2

C/L WOODLAND BOULEVARD - US HIGHWAY 17-92

BUS ONLY
BUS ONLY

CURRENT ZONE = C-2

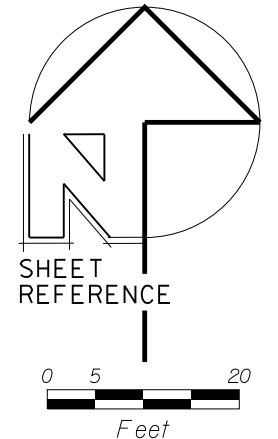
CURRENT ZONE = R-1

CURRENT ZONE = R-1

CURRENT ZONE = C-2

DELAND INTERMODAL
TRANSPORTATION FACILITY

EXHIBIT B



SITE DATA

EXISTING ZONING = C-2 (CITY OF DELAND)

TOTAL SITE AREA = 90,514 SF (2.08 AC)
TOTAL FOOTPRINT BUILDING = 7,587 SF
TOTAL PAVEMENT = 35,920 SF
TOTAL SIDEWALK = 4,254 SF

TOTAL IMPERVIOUS = 47,761 SF (52.77%)
TOTAL PERVIOUS = 42,753 SF (47.23%)

TOTAL STORMWATER POND = 13,456 SF

PARKING CALCULATION

PARKING REQUIREMENTS:

OFFICE/BUSINESS = 1 SPACE / 200 SF
RETAIL = 3 SPACES / 300 SF
1 SPACE / EVERY ADD'L 250 SF

OFFICE/BUSINESS = 7,587 SF / 200 SF = 38 SPACES
RETAIL = 7,587 SF FOR FIRST 300 SF = 3 SPACES
REMAINING 7,287 SF / 250 SF = 30 SPACES

TOTAL REQUIRED PARKING = 71 SPACES

PARKING PROVIDED:

REGULAR SPACES = 72 SPACES
PARALLEL SPACES = 6 SPACES
ADA SPACES = 3 SPACES

TOTAL PROPOSED SPACES = 81 SPACES

REQUIRED SETBACKS:

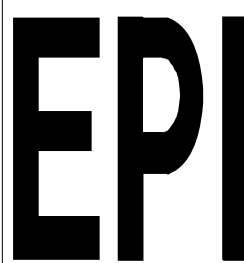
FRONT = 20 FT
SIDE = 25 FT (ABUTTING RESIDENTIAL)
SIDE = 20 FT (ABUTTING STREET)
SIDE = 10 FT (OTHER)
REAR = 25 FT (ABUTTING RESIDENTIAL)
REAR = 10 FT (OTHER)

LANDSCAPE BUFFER:

FRONT = 20 FT
SIDE = 10 FT (N)
SIDE = 10 FT (S)
REAR = 20 FT

FLOOR AREA RATIO CALCULATION:

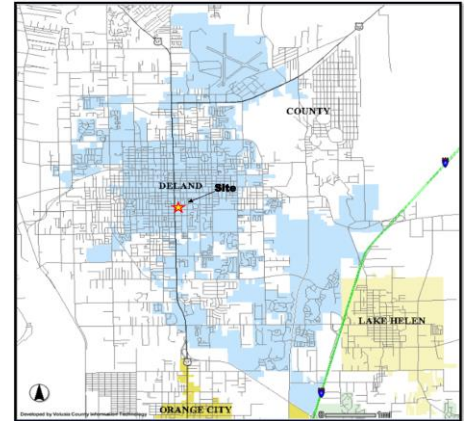
15,174 SF / 90,514 SF = 0.168 FAR

ENGINEERING	PLANNING	DESIGN	PERMITTING	REVISIONS:		SHEET TITLE: CONCEPT PLAN 5	PROJECT: 425 S. WOODLAND BLVD.	 ENGINEERED PERMITS, INC. 311 SOUTH WOODLAND BLVD. SUITE A DELAND, FL 32720 PHONE: 386-734-0830 FAX: 386-734-8225 CONF NO. 202591 EMAIL: ep@epieng.net	MICHAEL W. TJUNIAK, P.E. P.L.C. Email: mtjuniak@epieng.net	SHEET NO.
				DATE	DESCRIPTION					DATE

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

July 21, 2021

- A. APPLICATION NO.:** Z21-202 425 S. Woodland,
LAM Development
- APPLICANT:** Lee Munizzi, LAM Development
- REQUEST:** The applicant is requesting to amend the zoning
From: C-2 (General Commercial)
R-1 (Single Family Residential)
To: 425 South PD



APPLICABLE ORDINANCES:

Article XII

ADMINISTRATION AND ENFORCEMENT

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

Location: 425 S. Woodland Blvd. (parcel id. 701601190070)

Parcel Size: 2.09 ± acres

Existing Use: Vacant, undeveloped

B. ANALYSIS:

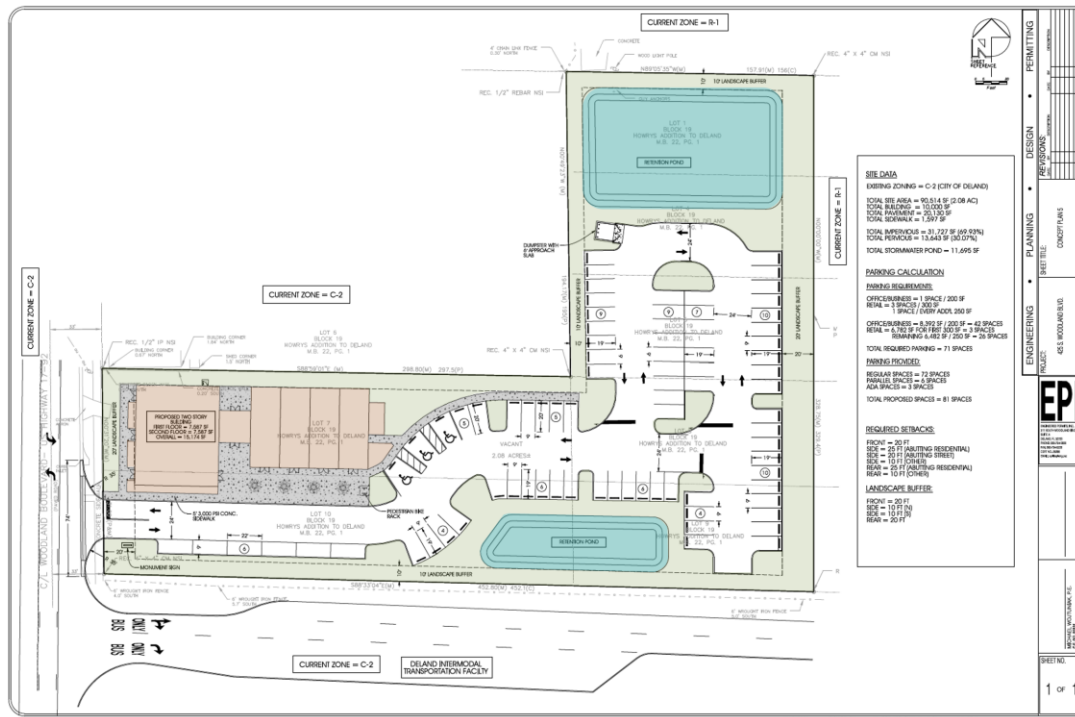
The site currently consists of a parcel that is situated such that it encompasses two different zoning designations, C-2 (General Commercial) and R-1 (Single family residential). The property has 2 different land use designations as well - Mixed Commercial and Medium Density Residential respectively. The request would provide a single zoning designation for the parcel. The PD zoning designation is permitted in all of the city's various land uses designations and this designation is requested in order to provide a consistent zoning category for the entire parcel.



The applicant proposes to develop a 2-story office/business building and the associated parking, stormwater retention and open space on the property. The development will take place in a single phase of construction.

As outlined in the development agreement the permitted uses for this site are as follows:

1. Commercial building to include condominiums for retail, professional offices and related business uses;
2. Parking area for guest, employees and vendors;
3. Common area and sidewalks.



Section 33-135 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 PD zoning designation is consistent with and permitted within all the established Land use designations for the City of DeLand. Therefore, a land use amendment would not be necessary.

The existing zoning designations are described as follows:

C-2—General Commercial District.

- (a) Statement of intent. The purpose of this zoning district is to provide for the general retail and service needs of the DeLand area. The uses that are permitted will draw from a wider area than the uses allowed in the neighborhood commercial zoning district.

R-1—Single-Family Dwelling District.

- (a) Statement of intent. The purpose and intent of the R-1 Single-Family Residential District is to provide medium density residential neighborhoods in an urban setting along with other limited nonresidential uses.

The proposed zoning designation is generally described as follows:

425 South PD – Planned Development

33-17.22. *PD—Planned Development District.*

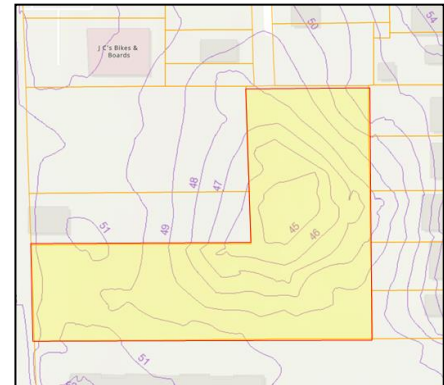
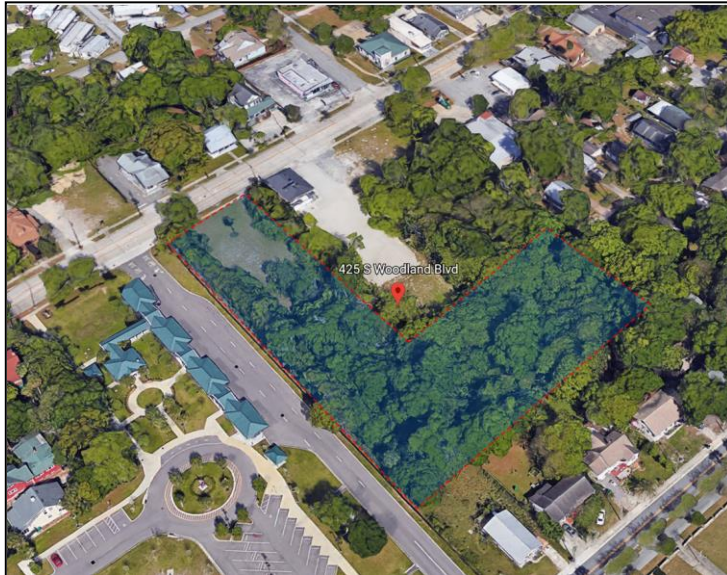
- (a) Statement of intent. The Planned Development District is intended to provide a method for consideration and approval of unique zoning districts for individual Planned Developments (PD) which are not provided for or allowed in the zoning districts otherwise established by this chapter. See also: section 33-32, Planned Development District and section 33-133, Review of Planned Development Plans.

A development agreement has been prepared outlining the unique zoning requirements by which the property will be developed. For the sake of comparison, the chart below lists some of the lot and building requirements of the existing and proposed zoning categories:

	C-2	R-1	PD
Min. lot area	9,000 sf	6,500 sf	90,605 sf
Min. width	75 ft	60 ft.	130 (452)
Setbacks:			
Front	20 ft	n/a	20
Rear	25 ft (resid.) 10 ft (others)	25 ft	25 ft (resid.)
Side	25 ft (resid.) 10 ft (others)	7.5 ft	10 ft (resid.)
Side-St.	20 ft	15 ft*	n/a
Max. lot coverage	60% (Mxd use) 70% (Hwy Com'l)	40%	70%
Max. bldg. height	80 ft	35 ft*	35 ft

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

Rezoning of the property will only amend the permitted uses of the property and not impact the environment or natural resources. The property is currently mostly vegetated, however, there are no water bodies, wetlands or other environmental features located on the property. The development stage of the property is where impacts to the environmental features should be analyzed.



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

The property is currently vacant and contributes only marginally to the tax base. The rezoning action will permit the eventual development of the commercial use that will have an impact upon the economy once the building is in operation and generating revenue. As is the case throughout the city, undeveloped properties in this area of Woodland Blvd. are being developed which will eventually impact the overall economy of the area in ways relative to their use.

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

The rezoning action will not impact governmental services. The property is located within the urban area and such services are already provided. No new services are anticipated to be required because of the rezoning action itself.

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

This property has been in a vacant undeveloped state and does not appear to have previously been developed in recent years. Surrounding property includes residential and commercial use. Development of the ITF Facility, the use of the adjacent building as a restaurant and other growth in this section of Woodland Blvd. are indicative of progress and supportive of this rezoning.

6. Was there a mistake in the original classification?

It does not appear that the classification was the result of a mistake because it is consistent with other zoning designations in the surrounding area.

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

The property's current zoning designation, C-1 (General Commercial), permits the uses proposed with the PD as well as a number of other uses including medical support, personal service, hospitality, food service and residential uses. The planned development permits a limited number of uses. This does not, however, impact the area in general.

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

The rezoning request will not adversely impact health, safety or welfare. The property is located within the developed urban core and the property is positioned for commercial land uses. The proposed rezoning designation is consistent with the area and not anticipated to adversely impact the area in that regard.

C. CONCLUSION:

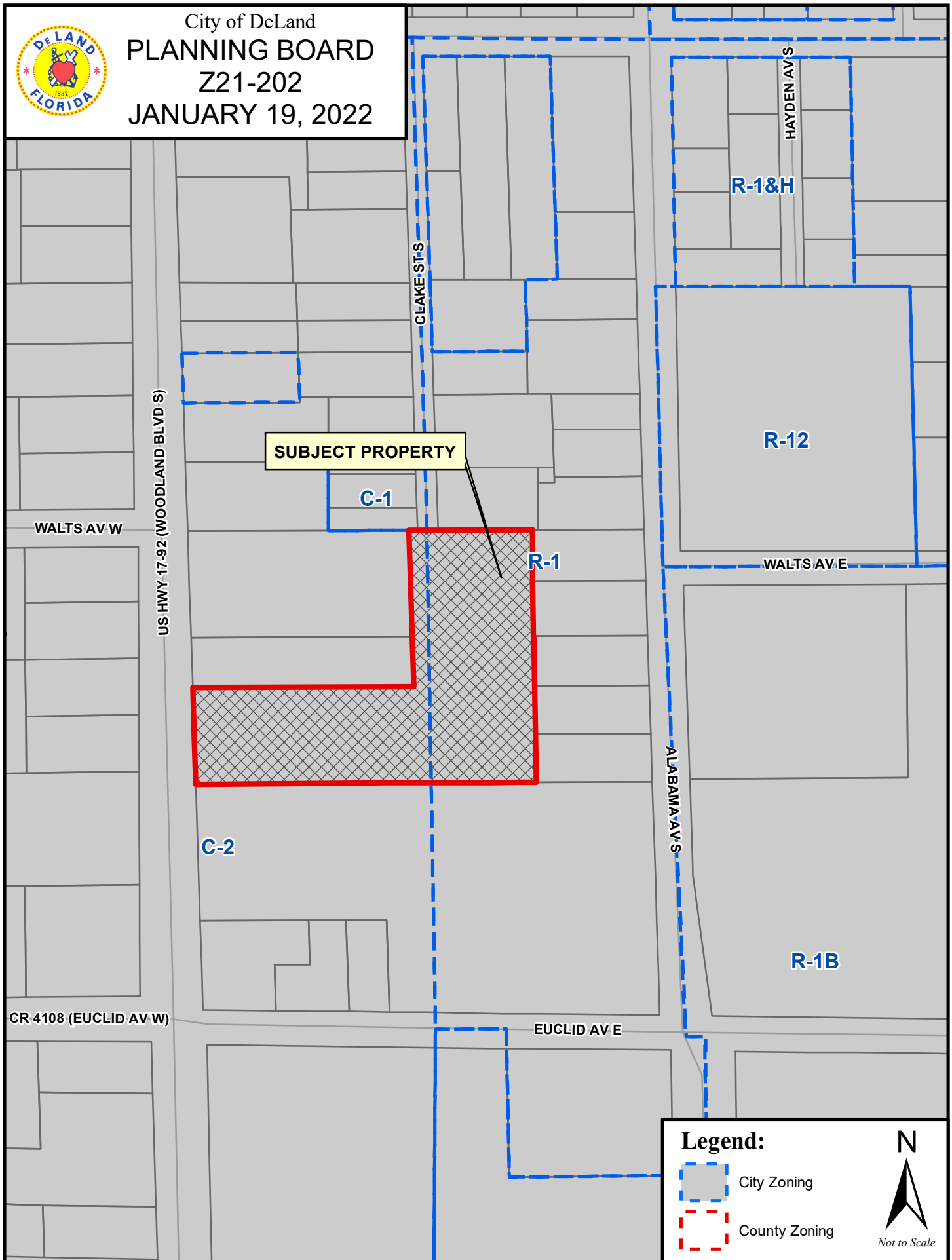
The concept/development plan shows a front landscape buffer that includes a sidewalk and a monument sign. Hardscape elements are typically not allowed in landscape buffers which are reserved for plant materials only. The agreement should be re-worded to include these elements. At the December 16, 2021 meeting of the TRC, the committee recommended approval of the request. This rezoning request aligns with the pattern of development in the surrounding area.

D. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward to the City Commission a recommendation of approval for the rezoning request. (*The City Commission will address the proposed rezoning for first reading at 7 p.m., February 21, 2022.*)



City of DeLand
PLANNING BOARD
Z21-202
JANUARY 19, 2022





City of DeLand
PLANNING BOARD
Z21-202
JANUARY 19, 2022



Legend:

-  City Zoning
-  County Zoning



CITY OF DELAND
Request for Commission Action
April 4, 2022

SUBJECT: Second Reading of Ordinance No. 2022-05, Changing the Zoning from Volusia County's R-4, Urban Single-Family, to City of DeLand Park's Toyota PD, Located at 230 East Taylor Road, for Approximately 2.36 Acres of Property.

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: ORD-2022-05 , Exhibit A - Legal Description, Exhibit B-Second Amendment DeLand Toyota PD Agreement, PD Exhibit A - Legal Description, PD Exhibit B - Concept Plan, Staff Report (Z21-057), Aerial Map, Zoning & Location Map

APPROVED BY: Michael Pleus, City Manager, March 30, 2022

SUMMARY/HIGHLIGHT:

The applicant, Michael Wojtuniak, P.E., is requesting to amend the zoning designation of the subject properties from Volusia County's – R-4, Urban Single-Family, to City of DeLand Park's Toyota PD. The subject property consists of two newly-created lots ("New Lot 1" & "New Lot 2" on the concept plan) which were carved from a larger parcel to the east, previously owned by Mr. Vincent Gould, and addressed as 230 E. Taylor Rd. The applicant is requesting the zoning be amended for the new parcels from Volusia County R-4 (Urban Single-Family) to Parks DeLand Toyota PD (Planned Development).

At their March 21, 2022 meeting, the City Commission approved the proposed PD amendment as recommended by the Planning Board on first reading. There have been no changes made to the attached agreement from that meeting.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Regional High Value Job Creation

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Rezoning of the subject properties from residential to commercial will positively impact the city's tax roll and will increase funds for city services.

RECOMMENDATION:

It is recommended that the City Commission approve the rezoning of this property on second reading from Volusia County – R-4 (Urban Single Family) to City of DeLand Park's Toyota PD.

BACKGROUND/DISCUSSION:

The newly-created lots were annexed into the city via approval by the City Commission at their regularly scheduled meeting on November 1, 2021 (AN21-058). At that same meeting, the annexed parcels received approval to amend the future land use designation to City of DeLand HC, Highway Commercial (SMLU21-075).

The proposed rezone will be the 2nd amendment to the Park's DeLand Toyota PD Agreement and will include development standards and a concept plan for new Lots 1 & 2. The permitted uses for Lots 1 & 2 include parking/storage of vehicle inventory. The landscaping standards that will be applied will mirror those of the current agreement.

Summary of Development:

Parking (inventory parking, non-customer):

158 additional spaces

Landscape Buffer Location and Width:

North: Area between retention pond and residences – 30'

South: Area adjacent to south parking spaces – 15'

East: Area east of parking spaces & Area adjacent to on-site retention – 30'

West: Area adjacent to onsite retention pond and parking spaces – 5'

At their February 21, 2022 meeting, the Planning Board recommended approval of the 2nd Amendment to the Park's DeLand Toyota PD Agreement and development plan, subject to the applicant addressing any outstanding Technical Review Committee comments. The applicant submitted a revised development agreement and concept plan to address the comments from the Technical Review Committee. How each comment was addressed is shown in parentheses.

Planning Comments:

1. Swap the directional names for Lot 1 vs. Lot 2 on Concept Plan (This has been changed.)
2. Revise to be consistent on Concept Plan (This has been changed.)
3. Can the lines be darkened more around new lots 1 & 2 on the conceptual site plan? We want to make it clear that the existing site is not under review. (See revised concept plan.)
4. Please confirm if any of the new parking lot areas will be used for employee parking? (This parking is for inventory only.)
5. Will any new fencing be added? If yes, please show on the concept plan and/or the PD agreement, and specify the type and height. (The same 6' black chain link fence will surround the property.)
6. Add requirements for north buffer adjacent to Plumosos Park. Dr. (The buffer requirements have been added.)
7. Typo: add a space (A space has been added.)
8. Insert book & page number (The book and page numbers have been added.)
9. Typo: Change where to were (This typo has been corrected.)
10. Update year to 2022 (The year has been updated.)
11. Typo: change know to known (This typo has been corrected.)
12. Update year to 2022 (The year has been updated.)
13. New Comment - Revise PD to reference the updated Concept Plan and label it as Exhibit "B".

Fire Dept. Revised Comments:

1. The depiction shows that the apparatus will not make it to the new area. Modifications will need to be made of the existing to allow access to the new project area. Modifications would also be needed in the new project area. (The striped islands are painted islands. If the fire apparatus drives over them, they are open paved areas. Removed the last two parking spaces on the south end.)

2. Due to remote access and change of use of the property, a Fire Hydrant(s) will need to be installed. Over 1000FT from the closest hydrant. (Updated the detail drawing to show two additional hydrants internal to the site.)

ORDINANCE NO. 2022 - 05

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM VOLUSIA COUNTY'S R-4, URBAN SINGLE-FAMILY TO CITY'S PLANNED DEVELOPMENT (DELAND TOYOTA PD), ON PROPERTY LOCATED AT 230 EAST TAYLOR ROAD; AMENDING THE PLANNED DEVELOPMENT PLAN BY ADDING APPROXIMATELY +/- 2.36 ACRES OF PROPERTY; BY AMENDING ORDINANCE NO. 2012-03; WHICH APPROVED THE DEVELOPMENT PLAN FOR DELAND TOYOTA PD; AND AS AMENDED BY ORDINANCE NO. 2015-13; 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, on January 17, 2012, Ordinance No. 2012-03, was adopted by the City Commission approving the DeLand Toyota PD; and

WHEREAS, on November 16, 2015, Ordinance No. 2015-13, was adopted by the City Commission approving the First Amendment to DeLand Toyota PD; and

WHEREAS, the applicant, Michael Wojtuniak, P.E. (hereinafter referred to as "Applicant"), is requesting to amend the zoning designation of approximately +/- 2.36 acres of land located at 230 East Taylor Road, 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 Applicant has applied for a change of zoning designations from Volusia County's R-4, Urban Single-Family to DeLand Toyota PD; and

WHEREAS, the applicant desires to amend the DeLand Toyota PD by incorporating the subject property into said PD; 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 amend the property zoning designation so as 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 Highway Commercial 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 change of zoning from Volusia County's R-4, Urban Single-Family to City of DeLand's Planned Development District (DeLand Toyota PD), on property located at 230 East Taylor Road, consisting of approximately +/- 2.36 acres of property.

Section 2. City of DeLand Ordinance No. 2012-03, approving the Development Plan for DeLand Toyota PD, as amended by City of DeLand Ordinance No. 2015-13 is hereby amended by amending the Planned Development by incorporating subject property into said PD, as more particularly set forth in the revised PD Agreement, attached as Exhibit “A”.

Section 3. 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 Toyota PD , Planned Development District.

Section 4. 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 submitted by Applicant which shall be filed and 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 5. The approved Development Plan for DeLand Toyota PD, Planned Development District, including the Development Plan Agreement, Map and other supporting documentation (on file with the City Planning Department), are attached hereto as Exhibit “B” and by this reference made a part hereof.

Section 6. 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 7. 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 8. The City Commission may rezone any portion of the Project which has not obtained a site plan approval within five years from the date of adoption of this Ordinance.

Section 9. Prior to the issuance of a building permit, Applicant shall submit an easement document, acceptable to the City of DeLand, permitting additions to shared access, parking, utilities, and stormwater.

Section 10. Pursuant to Article 5 of the City’s Land Development Regulations, the Applicant shall comply with all applicable infrastructure regulations.

Section 11. The City Engineer, Planning Director, and Building Department are 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 12. No rights to obtain final development orders nor any rights to develop the property have been granted or implied by this Ordinance. Final development orders for the property including, but not limited to, subdivision and site plan approval shall be subject to a determination of concurrency.

Section 13. 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 14. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 4th day of April, 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: March 21, 2022
Adopted on second reading: April 04, 2022

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

Exhibit A

LEGAL DESCRIPTION:

LOT # 1 NORTH PARCEL

BEGINNING AT THE SOUTHEAST CORNER LOT 10, PLUMOSUS PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 44, PAGE 127 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN S.88° 24' 44" E. ALONG THE SAID SOUTH LINE OF PLUMOSA PARK A DISTANCE OF 258.90 FEET; THENCE LEAVING SAIDE SOUTH LINE RUN N. 00° 13' 58" W., 187.60 FEET; THENCE RUN N. 88° 24' 44" W., 135.46 FEET; THENCE RUN N. 00° 08' 32" W., 78.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.00 ACRES MORE OR LESS.

AND

LOT # 2 SOUTH PARCEL

COMMENCING AT THE SOUTHEAST CORNER LOT 10, PLUMOSUS PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 44, PAGE 127 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN N. 82° 24' 44" W., ALONG THE SOUTH LINE OF SAID LOT 10 A DISTANCE OF 110.13 FEET; THENCE LEAVING SAID SOUTH LINE RUN S. 00° 05' 55" E., 354.28 FEET; THENCE RUN S. 88° 39' 05" E., 60.25 FEET TO THE NORTHEAST CORNER OF A FLORIDA DEPARTMENT OF TRANSPORTATION RETENTION AREA PARCEL; THENCE RUN S. 00° 13' 58" E., ALONG EAST LINE OF SAID RETENTION AREA PARCEL 358.00 FEET TO THE POINT OF BEGINNING; THENCE RUN S. 00° 13' 58" E., 169.00 FEET; THENCE RUN N. 88° 54' 11" E., 206.00 FEET; THENCE RUN N. 00° 13' 58" W., 403.06 FEET; THENCE RUN N. 88° 54' 11" W., 106.00 FEET; THENCE RUN S. 00° 13' 58" E., 234.06 FEET; THENCE RUN N. 88° 54' 11" W., 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.37 ACRES MORE OR LESS.

SECOND AMENDMENT TO DELAND TOYOTA

PLANNED DEVELOPMENT AGREEMENT

This First Amendment to the Planned Development Agreement (the "First Amendment") is made this ____ day of _____, 2022 between the **CITY OF DELAND**, a Florida municipal corporation (hereafter, the "City"), whose mailing address is 120 S. Florida Avenue, Deland, FL 32720 and **Parks Automotive Group, LLC**, a Florida limited liability company, who's mailing Address is 1701 S. Woodland Boulevard, Deland, FL 32720 (hereafter, "Parks Automotive") and who is the successor in interest to **Parks Automotive Group, LLC**, a Florida limited liability company (hereafter "Deland Toyota").

WHEREAS, the City and Deland Toyota previously entered into that certain Planned Development (the "PD Agreement") dated on or about January 17, 2015 and recorded in Official Records Book 6691, Pages 83 to 107 of the Public Records of Volusia County, Florida in connection with the rezoning of the original 5.25 acres as the " Deland Toyota PD" and the Second Amendment recorded in the Official Records Book 7188, Pages 4691 to 4698 of the Public Records of Volusia County, Florida in connection with the rezoning of 2.82 acres expanding the "Deland Toyota PD".

WHEREAS, since the Deland Toyota PD was approved, additional property adjacent to the Deland Toyota PD consisting of 2.36 acres and legally described on the attached Exhibit "A" (a portion of Vincent Goulds' Parcel) was acquired by Parks Automotive Group, and

WHEREAS, Parks Automotive Group desires to annex this portion parcel into the Deland Toyota PD, to amend the Commercial Planned Development ("CPD") Plan to reflect the

additional parcel and to identify the permitted uses and development standards to be applied to this parcel.

WHEREAS, Parks Automotive Group further wishes to amend the Deland Toyota PD to utilize the same uses as the list of permitted uses within limited portions of the CPD plan, and

WHEREAS, the application of Parks Automotive Group to amend the Deland Toyota PD was duly and properly filed with the City on April 8, 2021 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 Toyota Planned Development Agreement were held by the Planning Board on _____ and the City Commission on _____ and _____, after due public notice was provided in accordance with the City's Land Development Regulations Ordinance No. 2013-11, as amended,

NOW THEREFORE, the City and Parks Automotive acknowledge and agree that the Deland Toyota PD is hereby amended to reflect the following changes, revisions and amendments to the Deland Toyota Planned Development Agreement and CPD plan,

1. The Development Agreement for the Deland Toyota PD is hereby amended to include the property described as "Exhibit A" attached hereto, and said property shall be subject to the benefits and burdens of the Deland Toyota Planned Development Agreement, as well as the provisions of Ordinance No. 2013-11.

2. Paragraph D(7) of the Development Agreement for the Deland Toyota PD is amended as follows (changes shown in ~~strike through~~ and underline format) is amended by adding with the following text, so that it reads, in full, as follows:

Landscape Buffer Requirements

North	Area between retention pond and residences	30 ft.
East	<u>And Area east of parking spaces</u>	<u>30 ft.</u>
	<u>And Area adjacent to on site retention pond</u>	<u>5 ft.</u>
South	<u>Area adjacent to the south parking spaces</u>	<u>15 ft.</u>
West	<u>Area adjacent to on site retention pond and parking spaces</u>	<u>5 ft.</u>

3. Paragraph G (9) is amended by adding the following text, so that it reads, in full:

Sewage Disposal, Potable Water, and Reclaimed Water. Provision for sewage disposal, potable water, and reclaimed water needs of the property will be provided in accordance with the Comprehensive Plan, Ordinance No. 2021-37 as amended, the Land Development Regulations, Ordinance No. 2002-09, as amended, and State of Florida Administrative Code 64E-6, and any other applicable regulations.

4. Except as expressly modified herein, the provisions of the Deland Toyota Planned Development Agreement remain in Full Force and effect.

IN WITNESS WHEREOF, the City and Parks Automotive have caused this First Amendment to the Deland Toyota Planned Development Agreement to be duly executed by their authorized representatives as of the last date entered below.

(SIGNATURES ON FOLLOWING PAGE)

DONE and ORDERED by the City Commission, City of Deland, Florida this _____ day of _____, 2022.

ATTEST:

CITY COMMISSION OF DELAND, FLORIDA

Michael P. Pleus
City Manager

By: _____
Robert F. Apgar
Mayor

STATE OF FLORIDA
COUNTY OF FLORIDA

The foregoing instrument was acknowledged before me this _____ day of _____ 2022 by Michael P. Pleus and Robert F. Apgar as City Manager and Mayor, City of Deland, FL, 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:

PARKS AUTOMOTIVE GROUP, LLC, a Florida
limited liability company

Print Name

By: _____
Print: Stephen R. Parks
Title: Owner

Sign Name

Print Name

Sign Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____,
2022 by Stephen R. Parks, as Owner for and on behalf of Parks Automotive Group, LLC, a Florida
limited liability company. He is personally known to me or has produced
_____ as identification.

Notary Public, State of Florida

Type or Print Name: _____
Commission No.: _____
My Commission Expires: _____

Exhibit A

LEGAL DESCRIPTION:

LOT # 1 NORTH PARCEL

BEGINNING AT THE SOUTHEAST CORNER LOT 10, PLUMOSUS PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 44, PAGE 127 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN S.88° 24' 44" E. ALONG THE SAID SOUTH LINE OF PLUMOSA PARK A DISTANCE OF 258.90 FEET; THENCE LEAVING SAIDE SOUTH LINE RUN N. 00° 13' 58" W., 187.60 FEET; THENCE RUN N. 88° 24' 44" W., 135.46 FEET; THENCE RUN N. 00° 08' 32" W., 78.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.00 ACRES MORE OR LESS.

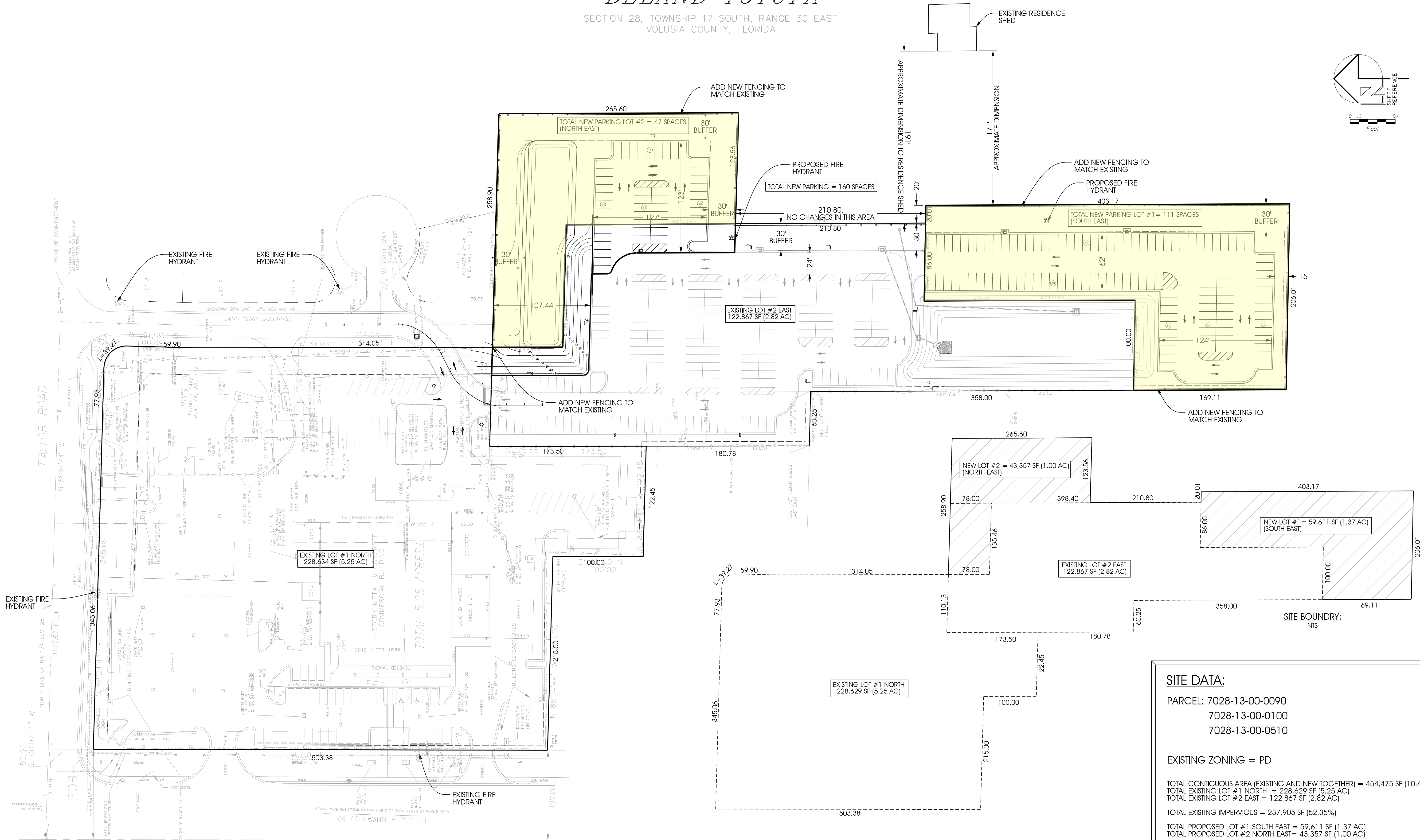
AND

LOT # 2 SOUTH PARCEL

COMMENCING AT THE SOUTHEAST CORNER LOT 10, PLUMOSUS PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 44, PAGE 127 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN N. 82° 24' 44" W., ALONG THE SOUTH LINE OF SAID LOT 10 A DISTANCE OF 110.13 FEET; THENCE LEAVING SAID SOUTH LINE RUN S. 00° 05' 55" E., 354.28 FEET; THENCE RUN S. 88° 39' 05" E., 60.25 FEET TO THE NORTHEAST CORNER OF A FLORIDA DEPARTMENT OF TRANSPORTATION RETENTION AREA PARCEL; THENCE RUN S. 00° 13' 58" E., ALONG EAST LINE OF SAID RETENTION AREA PARCEL 358.00 FEET TO THE POINT OF BEGINNING; THENCE RUN S. 00° 13' 58" E., 169.00 FEET; THENCE RUN N. 88° 54' 11" E., 206.00 FEET; THENCE RUN N. 00° 13' 58" W., 403.06 FEET; THENCE RUN N. 88° 54' 11" W., 106.00 FEET; THENCE RUN S. 00° 13' 58" E., 234.06 FEET; THENCE RUN N. 88° 54' 11" W., 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.37 ACRES MORE OR LESS.

DELAND TOYOTA

SECTION 28, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA



SITE DATA:

PARCEL: 7028-13-00-0090
7028-13-00-0100
7028-13-00-0510

EXISTING ZONING = PD

TOTAL CONTIGUOUS AREA (EXISTING AND NEW TOGETHER) = 454,475 SF (10.43 AC)
TOTAL EXISTING LOT #1 NORTH = 228,629 SF (5.25 AC)
TOTAL EXISTING LOT #2 EAST = 122,867 SF (2.82 AC)

TOTAL EXISTING IMPERVIOUS = 237,905 SF (52.35%)

TOTAL PROPOSED LOT #1 SOUTH EAST = 59,611 SF (1.37 AC)
TOTAL PROPOSED LOT #2 NORTH EAST = 43,357 SF (1.00 AC)

TOTAL PROPOSED PAVEMENT LOT #1 SOUTH EAST = 38,332 SF
TOTAL PROPOSED PAVEMENT LOT #2 NORTH EAST = 15,600 SF

TOTAL PROPOSED IMPERVIOUS = 53,932 SF (11.87%) (OF NEW LOTS)

TOTAL OVERALL SITE IMPERVIOUS OF CONTIGUOUS = 291,837 SF (64.21%)

PARKING PROVIDED:

TOTAL PARKING IMPROVEMENT = 47 + 111
= 158 SPACES (INVENTORY PARKING, NON-CUSTOMER)

ENGINEERING

PLANNING

DESIGN

PERMITTING

REVISIONS:

SHEET TITLE:

PROJECT:

DATE

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DESCRIPTION

OVERALL CONCEPT PLAN

DELAND TOYOTA
EXPANSION LOT

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**PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD**

February 16, 2022

A. APPLICATION NO.: Z21-057

APPLICANT: Michael Wojtuniak, P.E.

REQUEST: Amend the existing zoning designation from Volusia County R-4 to Park's DeLand Toyota PD

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.

B. SITE FACTORS:

Location: In the vicinity of Plumosus Park Drive, south of S. Taylor Road
Parcel Size: ±2.36 acres
Land Use: City of DeLand HC (Highway Commercial)
Existing Zoning: Volusia County R-4 (Urban Single-Family)
Existing Use: Mostly undeveloped

	SURROUNDING USE:	SURROUNDING ZONING:
North:	Highway Commercial; Low Density Residential	R-1B
South:	VC: Urban Medium Intensity; Low Density Residential	VC: R-4
East:	VC: Urban Medium Intensity	VC: R-4
West:	VC: Commercial	DeLand Toyota PD; VC: B-5

B. ANALYSIS:

The subject property consists of two newly-created lots (“New Lot 1” & “New Lot 2” on the concept plan) which were carved from a larger parcel to the east, previously owned by Mr. Vincent Gould, and addressed as 230 E. Taylor Rd. The applicant is requesting the zoning be amended for the new parcels from Volusia County R-4 (Urban Single-Family) to Parks DeLand Toyota PD (Planned Development).

On January 17, 2012, the property located at 1701 S. Woodland Blvd. received zoning approval to rezone to Parks DeLand Toyota PD, Planned Development. The development was originally approved for 5.25 acres in size. Later, the owner of the dealership purchased additional property from the neighbor to the east, Mr. Vincent Gould. In order to incorporate the new land, the PD was amended on November 16, 2015 (1st Amendment to the PD), to include an additional 2.82 acres of property into the development plan and PD agreement, with a grand total of ±8.07 acres.

The owner of Parks Toyota of DeLand recently purchased another 2.36 acres of property from Mr. Gould, with the goal of combining the two newly-created lots with the existing dealership property. The owner of said car dealership initiated this rezoning request with the intentions of developing the purchased land to be used for additional parking/storage of vehicles. In order to include the two new lots into the Toyota PD, the PD must once again be amended (2nd amendment to the PD).

The newly-created lots were annexed into the city via approval by the City Commission at their regularly scheduled meeting on November 1, 2021 (AN21-058). At that same meeting, the annexed parcels received approval to amend the future land use designation to City of DeLand HC, Highway Commercial (SMLU21-075).

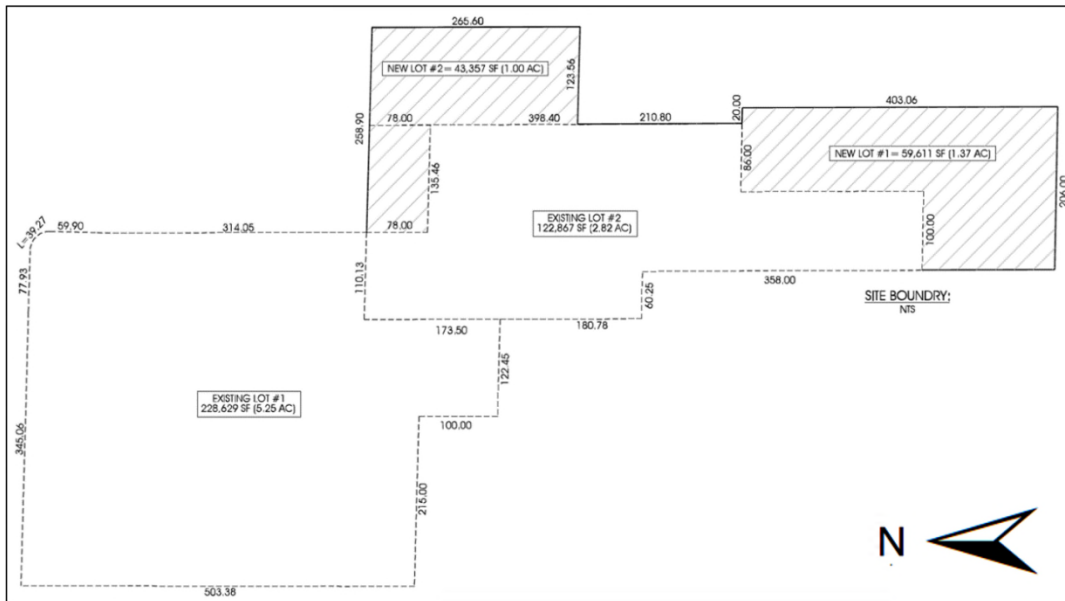
The applicant has proposed the 2nd amendment to the Park’s DeLand Toyota PD Agreement and Development Plan to reflect the additional property, and to identify the permitted uses and development standards to be applied.

Newly created Lot 1 is 1.36 acres in size; newly created Lot 2 is 1 acre in size. As part of the requested PD amendment, the applicant proposes a development program that includes the following:

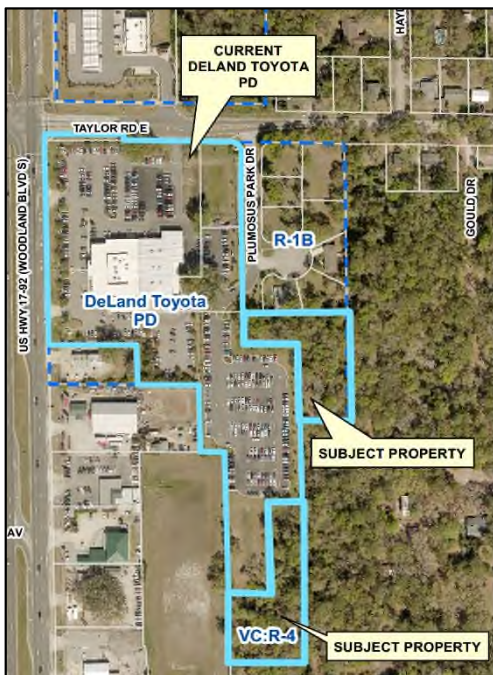
BUFFER	LANDSCAPE BUFFER LOCATION	BUFFER WIDTH
East:	Area east of parking spaces	30’
	Area adjacent to on site retention	5’
South:	Area adjacent to the south parking spaces	15’
West:	Area adjacent to the retention pond & parking	5’
North:	Area south of Plumosus Park Dr.	30’

Prior to any development occurring, the applicant must first combine the new lots with the main dealership parcel; the applicant must submit a site plan for the city’s review and approval, prior to any development occurring.

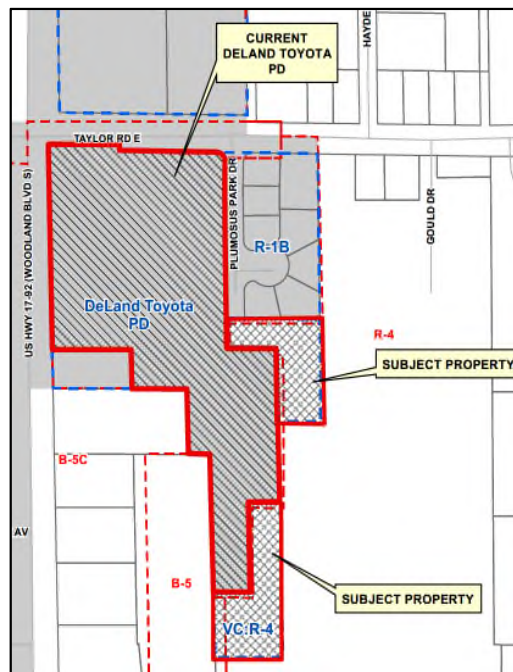
CONCEPT PLAN:



AERIAL MAP:



ZONING MAP:



The Technical Review Committee recommended at their June 17, 2021 meeting that the proposed Planned Development Agreement be forwarded on to the Planning Board, subject to addressing all remaining Staff comments.

The following TRC comments remain:

Planning Revised Comments:

1. Swap the directional names for Lot 1 vs. Lot 2 (change to: Lot 1 = South East; Lot 2 = North East) CONCEPT PLAN
2. Revise to be to be consistent (change to: Lot 1 = South East; Lot 2 = North East) CONCEPT PLAN
3. Can the lines be darkened more around new lots 1 & 2 on the conceptual site plan? We want to make it clear that the existing site is not under review.
4. Please confirm if any of the new parking lot areas will be used for employee parking?
5. Will any new fencing be added? If yes, please show on the concept plan and/or the PD agreement, and specify the type and height.
6. Add requirements for north buffer adjacent to Plumosus Park. Dr.
7. Typo: add a space
8. Insert book & page number
9. Typo: Change where to were
10. Update year to 2022
11. Typo: change know to known
12. Update year to 2022

Fire Dept. Revised Comments:

12. Depiction shows that apparatus would not make it to the new area. Modifications will need to be made of the existing to allow access to the new project area. Modifications would also be needed in the new project area.
13. Due to remote access and change of use for the property a Fire Hydrant(s) will need to be installed. Over 1000FT from the closest hydrant.

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 project is an extension of the existing DeLand Toyota PD. In conjunction with this application, the applicant also submitted applications for an annexation and a small scale comprehensive land use amendment to change the land use to a category for which the proposed use is compatible. Both the annexation and the land use amendment were approved by the City Commission on November 1, 2021.

The property to the west of both newly-created Lot 1 and Lot 2 is the current DeLand Toyota dealership, the majority of which have car-related services as their primary use. Newly-created Lot 2 directly abuts residential homes to the north. Because of that, the concept plan situates a retention pond, plus a 30' wide landscape buffer, between the residential properties and the dealership. To the east is the subject property's parent parcel; and a 30' wide landscape buffer will also be provided to protect its residential character from the proposed use.

The development is consistent with the Comprehensive Plan in that the underlying land use designation is HC, Highway Commercial. The HC land use designation is consistent with land uses for adjacent City and County properties along the US Highway 17-92 corridor.

The proposed development program is consistent with the existing Toyota PD and maintains the same general character and pattern of the surrounding area.

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

The rezoning of this property should not impact any environment or natural resources. Impacts on any specific species will be determined at time of development.

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

Subsequent commercial development of the vacant parcel will increase the taxable value of the subject property and allow for expansion of the car dealership business to the west.

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

The proposed use of the property is anticipated to have little to no impact on governmental services.

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

This property is located east of US 17-92, and is adjacent to the limits of the City of DeLand. The proposed zoning change will facilitate site improvements, and it is consistent with the pattern of nearby land uses and zoning.

6. Was there a mistake in the original classification?

There was no known mistake.

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

The parcels to the west of the subject properties are commercial in nature, the majority of which have car-related services as their primary use. The subject property is being divided from and sold by the adjacent residential property to the east; along with appropriate buffers installed between incompatible uses, there should be little unintended impact to neighboring properties.

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

It is not anticipated that there will be any adverse impacts upon public health, safety or welfare as a result of this rezoning.

C. CONCLUSION:

The Applicant is proposing to rezone the subject property and amend the current DeLand Toyota PD Agreement to include an additional 2.36 acres of property to be used for the parking/storage of dealership vehicles. The proposed use will not create additional traffic. Only the original owner of the subject property should be affected by its development, and any impacts to said property should be alleviated by the 30' wide landscape buffers between the dissimilar uses.

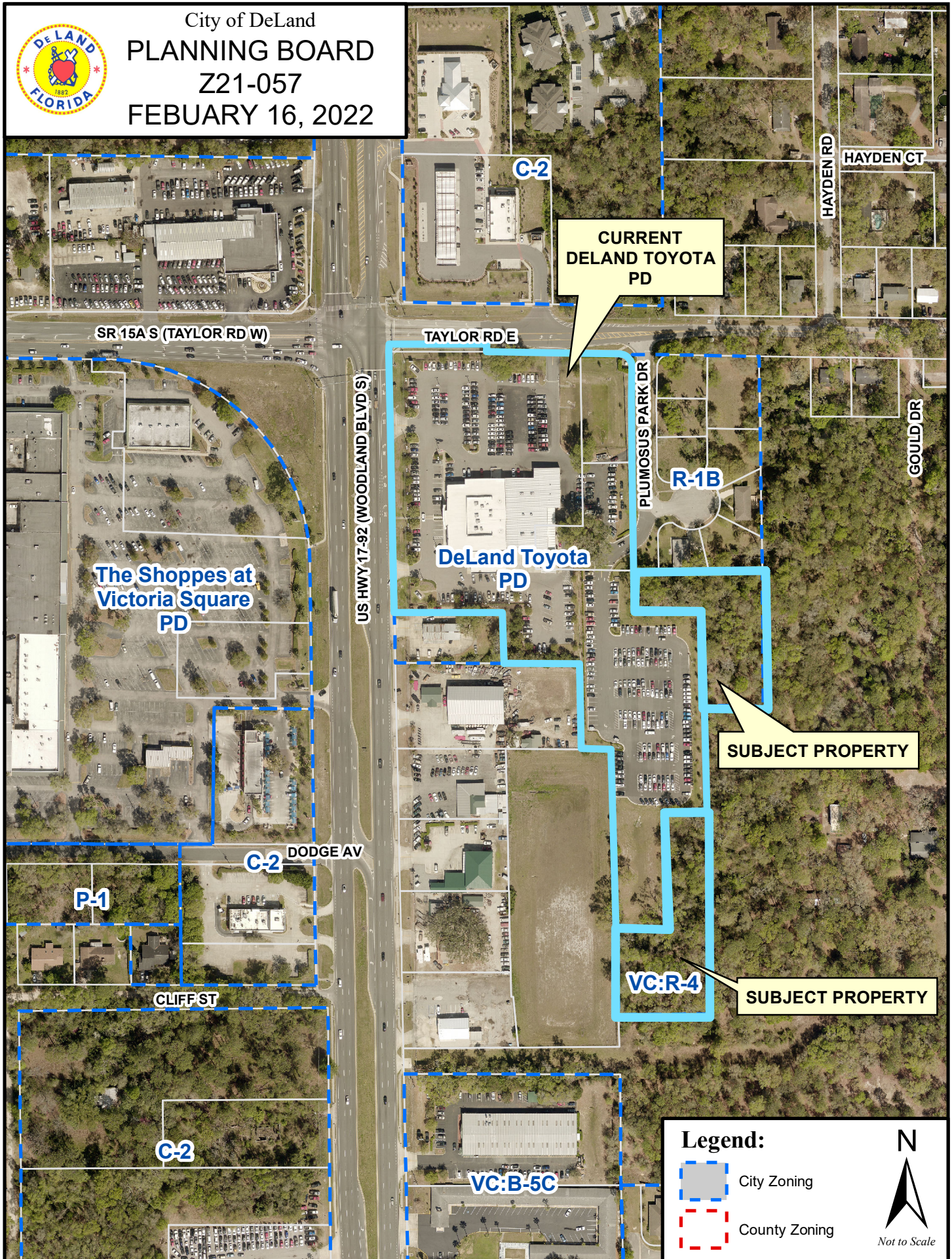
D. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward the application to the City Commission with a recommendation of approval for the 2nd Amendment to the DeLand Toyota PD Agreement and development plan, subject to the applicant addressing the outstanding Technical Review Committee comments.

L:\COMMDEV\PLANNING\SR\2021\SR-Z21-057 PARKS DELAND TOYOTA PD AMENDMENT

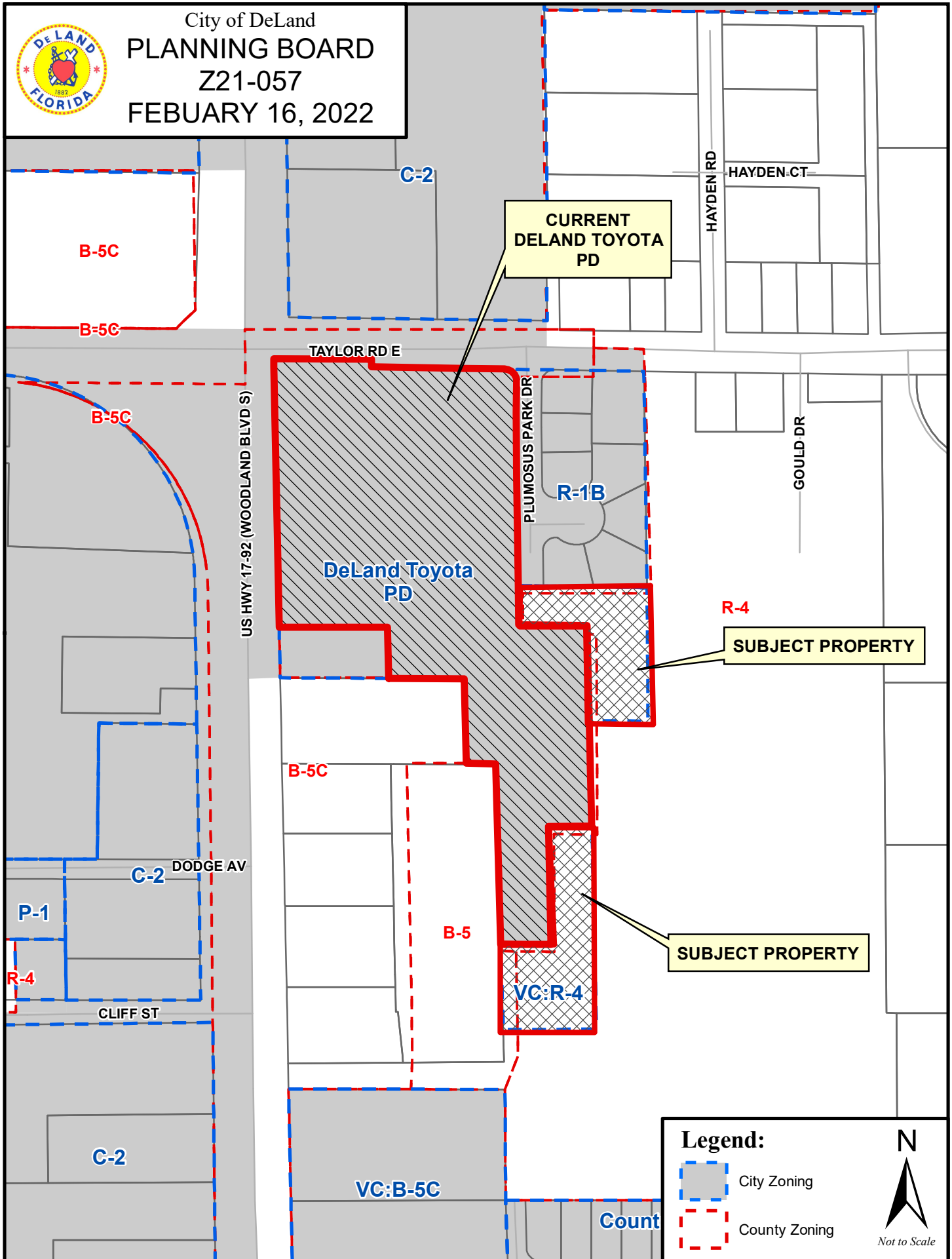


City of DeLand
PLANNING BOARD
Z21-057
FEBRUARY 16, 2022





City of DeLand
PLANNING BOARD
Z21-057
FEBUARY 16, 2022



CITY OF DELAND
Request for Commission Action
March 21, 2022

SUBJECT: First Reading of Ordinance Amending Chapter 33 "Land Development Regulations" Amending Section 33-17.23 "Allowed Uses in Commercial and Industrial Zoning Districts to Allow Veterinary Services use in a P-1 Classification.

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: Ordinance, Excerpts from Land Development Regulations in Relation to P-1, Staff Memo - LDR amendment, Veterinary Office (Z-22-027) (1)

APPROVED BY: Michael Grebosz, Asst. City Manager, March 17, 2022

SUMMARY/HIGHLIGHT:

The applicant, Lisa Mason of Florida Veterinary Rehabilitation is requesting that the Land Development Regulations (LDR) be amended to allow veterinary services to be a permitted use in the P-1, Profession-Residential District. Currently, P-1 permits office and medical uses which are separate uses in the LDR's. There are two different veterinary use categories allowed per the LDR's; one allows for outdoor kennels and one that does not for overnight boarding. The applicant is requesting that the use that allows for indoor runs or kennels only as part of the veterinary services be allowed in the P-1 category. If approved the use will be considered a conditional use as it only allows indoor overnight stays.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Regional High Value Job Creation

SUSTAINABILITY:

NA

FISCAL IMPACT:

NA

RECOMMENDATION:

Staff recommends that the request to amend the Land Development Regulations to allow veterinary services with indoor overnight boarding in P-1, Profession-Residential District be approved by the City Commission on first reading.

BACKGROUND/DISCUSSION:

Refer to the attached staff memo and excerpt of the LDR's pertaining to the P-1 district.

ORDINANCE NO. 2022 - 06

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING CHAPTER 33 “LAND DEVELOPMENT REGULATIONS” OF THE CODE OF ORDINANCES FOR THE CITY OF DELAND; BY AMENDING SECTION 33-17.23 “ALLOWED USES IN COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS”; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City’s Land Development Regulations contains a zoning category entitled P-1 which, among other uses, permits office and professional uses; and

WHEREAS, the P-1 zoning category currently does not allow for veterinary offices; and

WHEREAS, there are two types of veterinary clinics, those with and those without outside runs and/or kennels; and

WHEREAS, City staff, at the request of a veterinarian, has considered whether it would be appropriate to include veterinary clinics without outside runs and/or kennels in the list of permitted uses in the P-1 zoning district; and

WHEREAS, City staff has determined that it is appropriate to included veterinary clinics without outside runs and/or kennels in the list of permitted uses in the P-1 zoning district as a conditional use; and

WHEREAS, it is necessary to amend Chapter 33 “Land Development Regulations” of the Code of Ordinances of the City of DeLand, in order to include veterinary clinics without outside runs and/or kennels in the list of permitted uses in the P-1 zoning district as a conditional use.

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

Section 1. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending the chart for Section 33-17.23 “Allowed uses in commercial and industrial zoning districts” by adding the new underlined language (the addition is the letter “C” next to Veterinary Clinics with no outside runs or kennels under the P-1 zoning category) to be inserted into the existing chart to be read in full as follows:

33-17.23 Allowed uses in commercial and industrial zoning districts.

	P-1	BR	C-1	C-2	C-2A	C-2AC	C-3	C-4	M-1
MEDICAL SUPPORT (See also Section 33-19.11)									
Medical Office	P	P	P	P	P	P			
Apothecary shops	P		C¹⁵						
Drugstore and Pharmacies	P	P		P	P	P			

Hospitals				P					
Laboratories, hospitals and clinics	E¹⁵		P	P	P	P			
Medical clinics over 5,000 square feet	E¹⁵	E¹⁵		P	P	P			
Nursing homes and adult congregate living facilities			P	P	P	P			
Veterinary clinics allowing inside overnight boarding for clinical care, no outside runs or kennels	C	C		C		C			
Veterinary clinics and pet grooming shops with overnight and/or outdoor boarding facilities and runs				E³⁰	C				P

Section 2. Conflicts. All Ordinances or parts of Ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed.

Section 3. Severability. If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

Section 4. Codification; Directions to Code Codifier; Correction of Scrivener's Errors.

(a). The provisions Section 2 and 3 of this Ordinance shall become and be made a part of the Code of Ordinances of the City of DeLand and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Section 1 and Sections 4 through 8 shall not be codified.

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

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

Section 5. Effective Date. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 4th day of April, 2022.

Robert F. Apgar
Mayor – Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: March 21, 2022
Adopted on second reading: April 04, 2022

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

Purpose of the P-1 zoning district:

33-17.13. *P-1—Professional-Residential District.*

(a) *Statement of intent.*

1. It is the intent of this section to provide a zoning district wherein certain types of residential and professional uses are permitted such residential and other permitted uses are to be harmonious in appearance and have ample open space, which is extensively landscaped.

2. Further, this district is formulated to: (1) permit the conversion of certain older residential areas to combination of residences and restricted services; (2) provide a transition between existing commercial uses and adjacent residential areas but yet not adversely affected areas; and (3) encourage comprehensively planned professional residential office developments.

Excerpt from use table:

33-17.23. *Allowed uses in commercial and industrial zoning districts.*

MEDICAL SUPPORT

Veterinary clinics allowing inside overnight boarding for clinical care, no outside runs or kennels

P-1 will be added to this category as a conditional use to ensure that overnight boarding is only permitted in doors.

Veterinary clinics and pet grooming shops with overnight and/or outdoor boarding facilities and runs

This use will not be allowed in P-1.

MIXED OFFICE/RESIDENTIAL DESIGNATION

Description: The intent of this designation is to promote a mix of residential, office, and personal service uses. Primarily, this designation is assigned to existing areas of residential and office use adjacent to commercial area.

General Type

of Development:

- o Residential
- o Professional/general office
- o Medical/dental offices and clinics
- o Professional services
- o Institutional uses

Policy

Guidelines: Mixed-use districts shall service existing and proposed residential and office land use areas. Large mixed use projects of a local nature should be encouraged, as should cross access, shared access, and shared parking facilities. Developments shall be required to have land use buffers, landscape buffers, and open space areas to minimize visual impacts where the designation is adjacent to noncommercial uses. Maximum building coverage is limited to 60% of the site. The maximum residential density shall be 5.8 du/a. The maximum nonresidential intensity of use shall be limited to 10,000 sq. ft. of building per acre. Convenient pedestrian access and bikeway facilities shall be encouraged within this designation. Mixed office residential designation developments shall require land use buffering and open space areas to minimize the visual impacts when located adjacent to existing residential areas.



Planning Department

Memorandum

TO: Planning Board

DATE: February 16, 2022

FROM: Mike Holmes, Planning Director

FILE: Memo/2022/Z22-027

SUBJECT: Request to Amend LDR's to Allow Veterinary Services in P-1 Classification

The applicant, Lisa Mason of Florida Veterinary Rehabilitation is requesting that the Land Development Regulations (LDR) be amended to allow veterinary services to be a permitted use in the P-1, Profession-Residential District. Currently, P-1 permits office and medical uses which are separate uses in the LDR's. There are two different veterinary use categories allowed per the LDR's; one allows for outdoor kennels and one that does not for overnight boarding. The applicant is requesting that the use that does not allow for outdoor runs or kennels be allowed in the P-1 category. Refer to attached excerpt of the LDR's pertaining to the P-1 district.

The Comprehensive Plan's Future Land Use element contains a land use category, Mixed Office/Residential that was developed for the designation of P-1. The description is provided below and lists uses such as professional and medical offices as preferred uses.

Because any nuisance issue that may be caused by the outdoor activities will not be applicable, staff is in agreement that the LDR's should be amended to allow for veterinary offices under P-1 as long as there are no outside kennels.

Recommendation

Staff recommends that the Planning Board forward this request to allow veterinary services with indoor overnight boarding to the City Commission for their review and approval.

MIXED OFFICE/RESIDENTIAL DESIGNATION

Description: The intent of this designation is to promote a mix of residential, office, and personal service uses. Primarily, this designation is assigned to existing areas of residential and office use adjacent to commercial area.

General Type

of Development:

- o Residential
- o Professional/general office
- o Medical/dental offices and clinics
- o Professional services
- o Institutional uses

Policy

Guidelines: Mixed-use districts shall service existing and proposed residential and office land use areas. Large mixed use projects of a local nature should be encouraged, as should cross access, shared access, and shared parking facilities. Developments shall be required to have land use buffers, landscape buffers, and open space areas to minimize visual impacts where the designation is adjacent to noncommercial uses. Maximum building coverage is limited to 60% of the site. The maximum residential density shall be 5.8 du/a. The maximum nonresidential intensity of use shall be limited to 10,000 sq. ft. of building per acre. Convenient pedestrian access and bikeway facilities shall be encouraged within this designation. Mixed office residential designation developments shall require land use buffering and open space areas to minimize the visual impacts when located adjacent to existing residential areas.

CITY OF DELAND
Request for Commission Action
April 4, 2022

SUBJECT: Resolution Approving Community Development Block Grant (CDBG) Budget for Fiscal Year 2022-2023.

DEPARTMENT: Community Development

PREPARED BY: Rick Werbiskis, Community Dev. Director

ATTACHMENTS: Resolution, Exhibit A

APPROVED BY: Michael Pleus, City Manager, March 30, 2022

SUMMARY/HIGHLIGHT:

A Resolution adopting the Community Development Block Grant (“CDBG”) Budget for Fiscal Year 2022-2023 is proposed to the City Commission.

The proposed CDBG Budget for Fiscal Year 2022-2023 will result in the expenditure of funds for the benefit of targeted areas of the City of DeLand upon approval of grant applications submitted to Volusia County.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The tentative allocation and expenditure of CDBG funding authorized for the City of DeLand in the amount of \$223,052 will benefit the citizens of the City using a funding source other than ad valorem tax revenues for city projects.

RECOMMENDATION:

It is recommended that the City Commission approve the Resolution adopting the CDBG Budget for Fiscal Year 2022-2023.

BACKGROUND/DISCUSSION:

The City of DeLand annually adopts a budget related to the allocation of CDBG funds received from Volusia County and submits grant applications to Volusia County. Section 290.046(5), Florida Statutes, provides that the City “. . . may establish a citizen advisory task force composed of citizens in the jurisdiction in which the proposed project is to be implemented to provide input relative to all phases of the project process”. Thus, the creation and use of such a body is purely discretionary and voluntary on the part of the City Commission and a review and recommendation is not a statutorily mandated legal requirement. The City Commission adopted Resolution Number 2008-29 creating the Community Advisory Task Force ("CATF") for the purpose of, among other things, reviewing CDBG grant applications and making recommendations to the City

Commission. However, due to the current lack of a quorum of CATF members, the City cancelled the CATF meeting at which the CDBG budget and related matters would have been reviewed and recommendations on the current CDBG budget and grant applications would have been made.

Accordingly, it is necessary and appropriate for the City Commission to approve the CDBG Budget and grant applications for submission to Volusia County without the CATF making recommendations and, further, it is in the best interests of the City and consistent with the statutory and constitutional home rule powers of the City and other controlling law for the City Commission to adopt the proposed Resolution.

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT BUDGET FOR FISCAL YEAR 2022-2023; AND AUTHORIZING CITY STAFF TO SUBMIT THE BUDGET AND GRANT APPLICATIONS TO VOLUSIA COUNTY; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of DeLand annually adopts a budget relate to the allocation of Community Development Block Grant (“CDBG”) funds received from Volusia County and submits grant applications to Volusia County; and

WHEREAS, in accordance with Section 290.046(5), Florida Statutes, the City adopted Resolution No. 2008-29 creating the Community Advisory Task Force (“CATF”) for the purpose of, amongst other things, reviewing CDBG grant applications and making recommendations thereon to the City Commission; and

WHEREAS, creation of the CATF was purely voluntary on the part of the City Commission and its review is not a statutorily mandated legal requirement; and

WHEREAS, the CATF does not have sufficient membership to hold a meeting and it is therefore not possible for the CATF to convene a meeting and make a recommendation on the CDBG budget; and

WHEREAS, the City Commission hereby determines that voting upon the CDBG budget and grant applications to submit to Volusia County without the CATF making recommendations thereon is in the best interests of the City and the community at large; and

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

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

Section 1. The City Commission of the City of DeLand hereby adopts and incorporates into this Resolution, as the findings and intent of the City Commission, the recitals (whereas clauses) to this Resolution.

Section 2. The City Commission hereby approves the Community Development Block Grant budget for fiscal year 2022-2023 attached hereto as Exhibit “A” and authorizes the City’s professional staff to submit grant applications to Volusia County as reflected in the said budget.

Section 3. All resolutions or parts of resolutions and other actions of the City Commission in conflict with this Resolution are hereby repealed.

Section 4. 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 5. This Resolution shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED this 4th day of April, 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

VOLUSIA URBAN COUNTY
CDBG Budget
FY 2022/2023
City of DeLand

Tentative Allocation - \$ 223,052

Projects / Activities:	Funds Requested
CAPITAL IMPROVEMENT PROJECTS:	
♦ Parks & Recreation - Chisholm Center Bulletin Marquis	\$20,000
♦ Public Works - Downtown Parking Improvement - Lots #6 and #7	\$107,594
♦ Public Works - Backup Generator Replacement at Painter's Pond	\$62,000
PROGRAM ACTIVITIES:	
♦ Joyce M. Cusack Resource Center - Personnel	\$33,458
Total Projected Expenditures	\$223,052

85% for Capital Improvement Projects = \$189,594

15% for Program Activities = \$33,458

RESOLUTION NO. 2022 –

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, APPROVING THE FINAL SUBDIVISION PLAT FOR VICTORIA OAKS, PHASE D, LOCATED WEST OF THE TERMINUS OF CAMILLA DRIVE AND DIANA WAY; PROVIDING FOR A CONDITION AND AN EFFECTIVE DATE.

WHEREAS, the applicant, Brian Hefner, of Colliers Engineering, has submitted a proper and complete application under Chapter 33, Article 13, of the City of DeLand Code of Ordinances (hereinafter the “Code”) for the final plat approval for Victoria Oaks, Phase D; and

WHEREAS, the applicant intends to develop the subject property into 91 single family residential lots on approximately 29.85 +/- acres of land; and

WHEREAS, on January 20, 2022, the Technical Review Committee (TRC) recommended conditional approval of the final subdivision plat for Victoria Oaks, Phase D.

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

Section 1. The City Commission hereby approves the final subdivision plat for Victoria Oaks, Phase D, located west of the terminus of Camilla Drive and Diana Way, on the condition that the applicant shall comply with any and all comments and or revisions from the City Surveyor, City Engineer, and City Attorney.

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

PASSED AND DULY ADOPTED this 4th day of April, 2022.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

VICTORIA OAKS PHASE D

A PARTIAL REPLAT OF TRACT J, VICTORIA OAKS PHASE A, AS RECORDED IN MAP BOOK 60, PAGES 94 THROUGH 108 AND BEING
A PORTION OF SECTION 27 TOWNSHIP 17 SOUTH, RANGE 30 EAST, CITY OF DELAND, VOLUSIA COUNTY, FLORIDA

SHEET 1 OF 6

LEGAL DESCRIPTION

A portion of Tract J, Victoria Oaks Phase A, according to the plat thereof as recorded in Map Book 60, Pages 94 through 108, Public Records of Volusia County, Florida, being more particularly described as follows:

Commencing at the Northwest Corner of Tract A, Victoria Oaks Phase B, according to the plat thereof in Map Book 62, Pages 55 through 60, also being a point on the West line of the NE 1/4 of Section 27, Township 17S, Range 30E; thence along said West line South 01°18'04" East, a distance of 16.60 feet to the POINT OF BEGINNING; thence continuing along said West line run, South 01°18'04" East, a distance of 1,319.49 feet to a point on the South line of the aforesaid Tract J, also being the NW 1/4 of Section 27, Township 17S, Range 30E; thence along said South line of Tract J and the South line of Section 27 run, South 89°07'36" West, a distance of 1,317.40 feet; thence continue along the boundary of Tract J the following six (6) courses and distances: North 01°17'28" West, a distance of 499.61 feet; thence North 89°08'49" East, a distance of 30.00 feet; thence North 01°17'28" West, a distance of 160.60 feet; thence North 89°08'49" East, a distance of 628.64 feet; thence North 01°17'46" West, a distance of 659.98 feet; thence North 89°10'03" East, a distance of 658.59 feet to the POINT OF BEGINNING.

Containing 1,299,157.8 square feet or 29.825 acres, more or less.

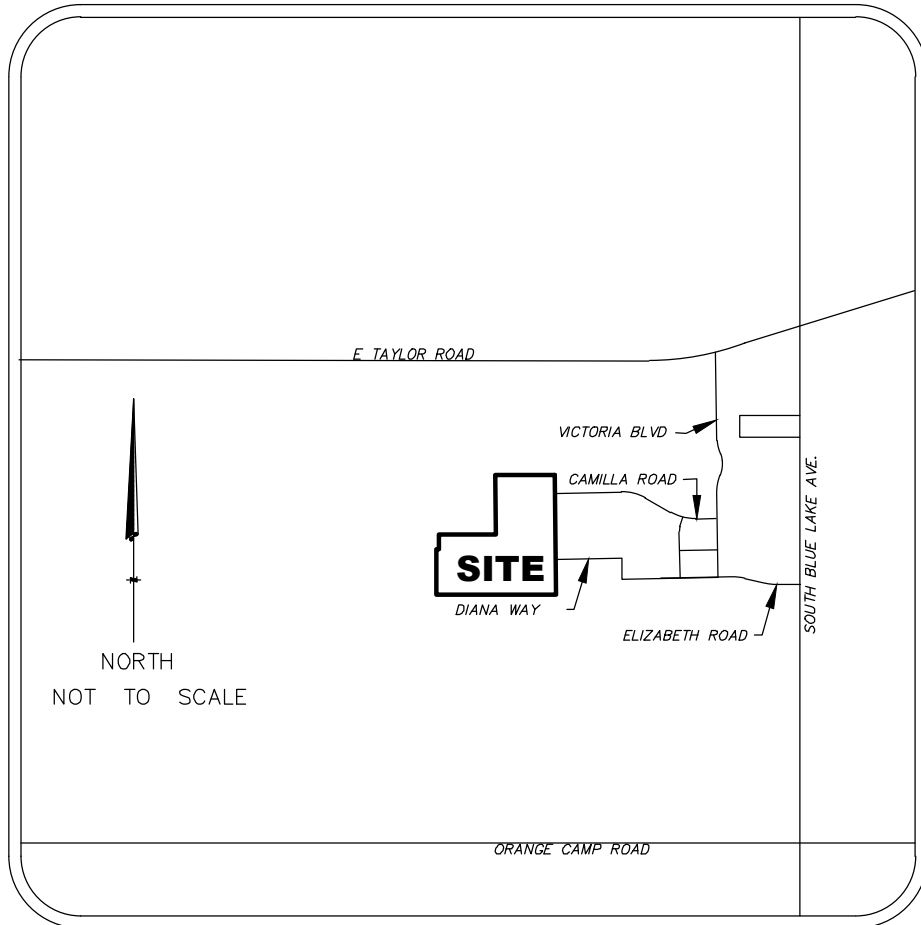
NOTES

- Bearings shown hereon are based on the West line of the Northeast quarter of Section 27, Township 17 South, Range 30 East being South 01°18'04" East, per Victoria Oaks Phase A, according to a plat thereof as recorded in Map Book 60, Page 94.
- All lines intersecting curves are radial unless noted otherwise.
- All plotted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance and operation of cable television services; provided, however, no such construction, installation, maintenance and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility.
- There is a 10.00 foot wide utility easement along all front lot lines and tracts adjacent to all right of way lines unless otherwise shown hereon.
- This plat is subject to Covenants, Conditions and Restrictions of the Victoria Oaks Homeowners Association, Inc. as recorded in Official Records Book 7708, Page. 501 and the Supplement and Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Victoria Oaks as recorded in Official Records Book 7977, Page 669, and the Supplement and Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Victoria Oaks as recorded in Official Records Book 8082, Page 2814.
- The lands within this plat are subject to the Community Covenant for VICTORIA PARK recorded in Official Records Book 4643, Page 4194, Public Records of Volusia County, Florida, a affected by: Notice of Community Enhancement Fee recorded February 9, 2001 in Official Records Book 4643, Page 2660 and Amended and Restated Notice of Community Enhancement Fee recorded January 27, 2014 in Official Records Book 6952, Page 130 and Amendment to the Community Covenant for Victoria Park recorded January 27, 2014 in Official Records Book 6952, Page 133 and Supplemental Declaration of, and Amendment to, Community Covenant for Victoria Park; and Assignment of Declaration Rights (Victoria Oaks) recorded April 6, 2018 in Official Records Book 7529, Page 396, all of the Public Records of Volusia County, Florida.

LEGEND AND ABBREVIATIONS

□ = SET 4"x 4" CM PRM LB 7388
● = PRM-SET NAIL/DISK PCP LB 7388
⦿ = PCP-SET NAIL/DISK PCP LB 7388
PRM = PERMANENT REFERENCE MONUMENT
(NR) = NON-RADIAL LINE
(R) = RADIAL LINE
M.B. = MAP BOOK
O.R. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
℄ = CENTERLINE
N.T. = NON-TANGENT
P.T. = POINT OF TANGENCY
P.C. = POINT OF CURVATURE
P.I. = POINT OF INTERSECTION
P.C.C. = POINT OF COMPOUND CURVATURE
P.R.C. = POINT OF REVERSE CURVATURE
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
R.P. = RADIUS POINT
CM = CONCRETE MONUMENT
LB = LICENSED BUSINESS
R = RADIUS
A = ARC LENGTH
Δ = CENTRAL ANGLE
CHB = CHORD BEARING
CHD = CHORD DISTANCE
LB = LICENSED BUSINESS
PG. = PAGE
R/W = RIGHT OF WAY
U.E. = UTILITY EASEMENT
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING

VICINITY MAP



JOINDER AND CONSENT TO DEDICATION

D.R. Horton, Inc., a Delaware corporation, hereby certifies that it is the holder of that certain Mortgage and Security Agreement executed by Forestar (USA) Real Estate Group Inc. ("Owner") and recorded on April 6, 2018 in Official Records Book 7529, Page 427, of the Public Records of Volusia County, Florida (the "Mortgage") upon the property shown and described in the attached Plat entitled "VICTORIA OAKS PHASE D" located in the City of DeLand, State of Florida, and does hereby join in and consent to the dedication shown on said Plat and agrees that the Mortgage shall be subordinated to said Plat dedication.

In witness thereof, D.R. Horton, Inc., a Delaware corporation, has caused these presents to be signed.

on _____ By: _____

Signature: _____

Printed Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 2022, by _____ as the _____ of D.R. Horton, Inc., a Delaware corporation, on behalf of the corporation. He/She is [] personally known to me or [] has provided _____ as identification.

NOTARY PUBLIC

Printed Name: _____

My commission expires: _____

CERTIFICATE OF APPROVAL OF THE DESIGN AND INSTALLATION OF STREETS, UTILITIES AND OTHER REQUIRED IMPROVEMENTS

I hereby certify that all streets, utilities and other required improvements have been installed in an acceptable manner and according to city specifications and standards and all applicable regulations in the Victoria Oaks Phase D subdivision, or that a guarantee of the installation of the required improvements in a manner according to section 33-147 of the city code has been received.

CITY ENGINEER _____ DATE _____

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

Know all men by these presents, that the undersigned, being a Florida registered Professional Surveyor and Mapper, does hereby certify that on March 15, 2021 he completed a survey of the lands as shown in the accompanying plat, that said plat is a correct representation of the lands herein described and plotted; that permanent reference monuments have been placed as shown hereon; and that this plat complies with all requirements of Chapter 177, Florida Statutes; and that said land lies in Sections 22 and 27, Township 17 South, Range 30 East, City of DeLand, Volusia County, Florida.

By: _____ DATE: _____
Brian K. Hefner, P.S.M.
Florida Registration No. 5370
Colliers Engineering & Design, Inc.
d.b.a. Maser Consulting
1101 N. Lake Destiny Road, Suite 415
Certificate of Authorization No. LB 7388

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SHEET 2 OVERALL BOUNDARY
SHEETS 3-5 DETAIL SHEETS



Engineering
& Design

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"NOTICE": THIS PLAT AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

MAP BOOK _____ PAGE _____

VICTORIA OAKS PHASE D DEDICATION

I hereby certify that I am the owner of the real property shown and described hereon and that I hereby adopt this plan of subdivision with my free consent, establish minimum setback lines and convey all streets, alleys, walks, parks, and other sites and easements to public or private use as noted.

Tracts A, E, and F are Open Space and Common Area Tracts, and are hereby dedicated and conveyed to and shall be maintained by the Victoria Oaks Homeowners Association, Inc.

Tract C Recreation Tract and is hereby dedicated and conveyed to and shall be maintained by the Victoria Park Community Council, a Florida not-for-profit corporation.

Tract B Storm Water Tract and is dedicated and conveyed to and shall be maintained by the Victoria Park Community Council, a Florida not-for-profit corporation.

Tract D is a Lift Station Tract and is dedicated and conveyed to the City of DeLand.

All Drainage Easements are hereby dedicated and conveyed to the Victoria Oaks Homeowner's Association, Inc.

All Utility Easements are hereby dedicated and conveyed to the City of DeLand for public use.

All rights of way are hereby dedicated and conveyed to the City of DeLand for public use.

In witness thereof, Forestar (USA) Real Estate Group Inc., has caused these presents to be signed.

ON: _____
Date: _____

BY: _____
NAME: Chris Tyree
TITLE: Executive Vice President

signed in the presence of:

Witness: _____
Signature Printed Name

Witness: _____
Signature Printed Name

State of _____

County of _____

The foregoing instrument was acknowledged before me by _____ physical presence or _____ online notarization, this _____ day of _____, 2022, by Chris Tyree, Executive Vice President, of Forestar (USA) Realty Group Inc., a Delaware corporation who is personally known to me or who produced _____ as identification.

Signature of Notary Public

Printed, typed or stamped notary name

Notary Public, state of _____

Commission No.: _____ Expiration _____

CERTIFICATE OF APPROVAL BY CITY SURVEYOR

Reviewed for conformity to Chapter 177, Florida Statutes.

CITY SURVEYOR _____ DATE _____

PRINTED NAME: Jeff W. Barnes _____ PSM NO. 5576

CERTIFICATE OF APPROVAL BY THE CITY COMMISSION

The DeLand City Commission does hereby approve the final plat of:

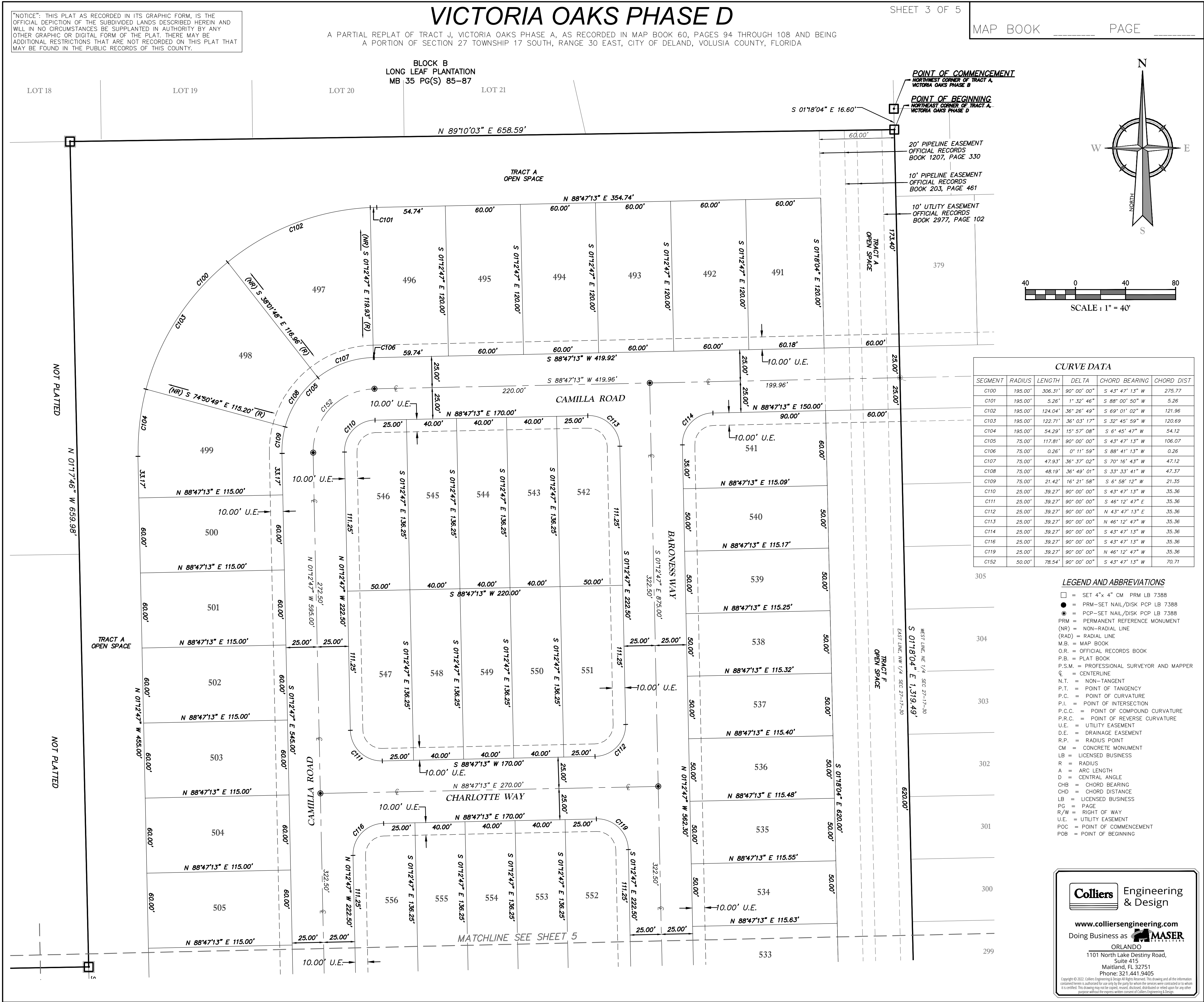
VICTORIA OAKS PHASE D

City of DeLand _____ DATE _____

CERTIFICATE OF CLERK

I hereby certify, that I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on _____, 2022 at _____, File No. _____

BY: _____
Clerk of the Circuit Court in and for Volusia County, Florida



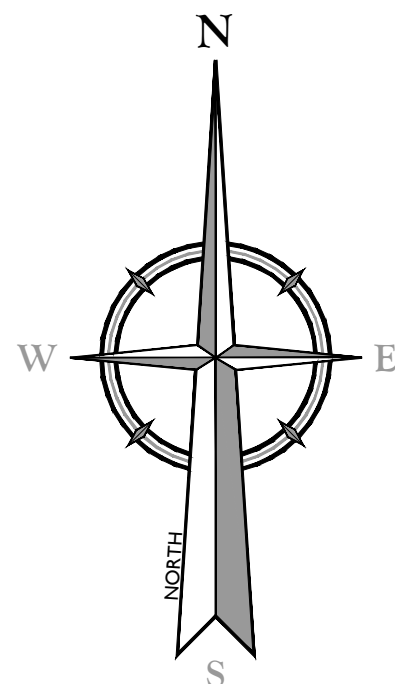
VICTORIA OAKS PHASE D

A PARTIAL REPLAT OF TRACT J, VICTORIA OAKS PHASE A, AS RECORDED IN MAP BOOK 60, PAGES 94 THROUGH 108 AND BEING
A PORTION OF SECTION 27 TOWNSHIP 17 SOUTH, RANGE 30 EAST, CITY OF DELAND, VOLUSIA COUNTY, FLORIDA

SHEET 4 OF 5

MAP BOOK

PAGE



N 01°17'28" W 160.60'

PRIVATE RIGHT-OF-WAY
ORB 6232 PG 1296

N 89°08'49" E 30.00'

WESTCHESTER DRIVE
MB 10 PG 59

NOT PLATTED

WEST LINE, SW 1/4, SE 1/4, NW 1/4
SEC 27-17-30

NOT PLATTED

N 89°08'49" E 628.64'

NORTH LINE, SW 1/4, SE 1/4, NW 1/4
SEC 27-17-30

NOT PLATTED

NOT PLATTED

TRACT B
STORM WATER

601.52'
SOUTH LINE, NW 1/4, SEC 27-17-30

N 89°07'36" E 1,317.40'

NOT PLATTED

NOT PLATTED

CURVE DATA

SEGMENT	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DIST
C122	195.00'	236.38'	69° 27' 18"	S 41° 03' 24" W	222.17'
C123	75.00'	117.81'	90° 00' 00"	S 43° 47' 13" W	106.07'
C124	75.00'	15.10'	11° 32' 13"	S 83° 01' 06" W	15.08'
C125	75.00'	11.78'	8° 59' 49"	S 72° 45' 06" W	11.76'
C126	75.00'	12.30'	9° 23' 53"	S 63° 33' 14" W	12.29'
C127	75.00'	52.51'	40° 06' 50"	S 38° 47' 53" W	51.44'
C128	75.00'	26.12'	19° 57' 15"	S 8° 45' 51" W	25.99'
C129	75.00'	117.81'	90° 00' 00"	S 46° 12' 47" E	106.07'
C130	195.00'	262.05'	76° 59' 50"	S 39° 42' 42" E	242.77'
C131	75.00'	35.50'	27° 07' 02"	S 14° 46' 18" E	35.17'
C132	75.00'	39.94'	30° 30' 54"	S 43° 35' 16" E	39.47'
C133	75.00'	42.37'	32° 22' 04"	S 75° 01' 45" E	41.81'
C134	195.00'	92.29'	27° 07' 02"	S 14° 46' 18" E	91.43'
C135	195.00'	103.85'	30° 30' 54"	S 43° 35' 16" E	102.63'
C136	195.00'	65.91'	19° 21' 54"	S 68° 31' 40" E	65.59'
C148	25.00'	39.27'	90° 00' 00"	S 43° 47' 13" W	35.36'
C149	25.00'	39.27'	90° 00' 00"	S 46° 12' 47" E	35.36'
C153	50.00'	78.54'	90° 00' 00"	S 43° 47' 13" W	70.71'
C154	50.00'	78.54'	90° 00' 00"	S 46° 12' 47" E	70.71'

LINE DATA

SEGMENT	DIRECTION	LENGTH
L1	N 38° 52' 55" W	32.16'
L2	N 38° 52' 55" W	29.51'
L3	S 51° 07' 05" W	22.77'
L4	S 38° 52' 55" E	40.00'
L5	S 51° 07' 05" W	40.00'
L6	N 38° 52' 55" E	40.00'
L7	S 51° 07' 05" W	5.00'



LEGEND AND ABBREVIATIONS

- = SET 4"x 4" CM PRM LB 7388
- = PRM-SET NAIL/DISK PCP LB 7388
- ⊙ = PCP-SET NAIL/DISK PCP LB 7388
- PRM = PERMANENT REFERENCE MONUMENT
- (NR) = NON-RADIAL LINE
- (RAD) = RADIAL LINE
- M.B. = MAP BOOK
- O.R. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- ℄ = CENTERLINE
- N.T. = NON-TANGENT
- P.T. = POINT OF TANGENCY
- P.C. = POINT OF CURVATURE
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- P.C.C. = POINT OF COMPOUND CURVATURE
- P.R.C. = POINT OF REVERSE CURVATURE
- U.E. = UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- R.P. = RADIUS POINT
- CM = CONCRETE MONUMENT
- LB = LICENSED BUSINESS
- R = RADIUS
- A = ARC LENGTH
- D = CENTRAL ANGLE
- CHB = CHORD BEARING
- CHD = CHORD DISTANCE
- LB = LICENSED BUSINESS
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- R/W = RIGHT OF WAY
- U.E. = UTILITY EASEMENT
- POC = POINT OF COMMENCEMENT
- FOB = POINT OF BEGINNING

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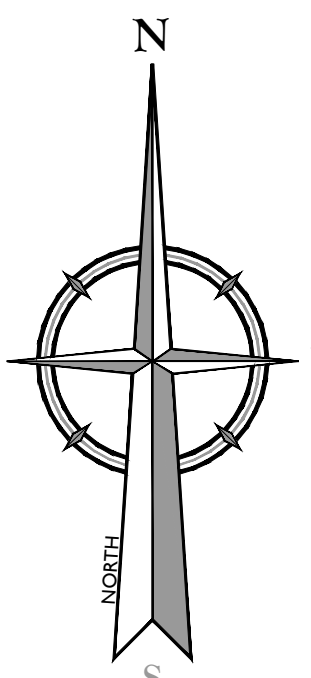
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SHEET 5 OF 5

MAP BOOK

PAGE



CURVE DATA					
SEGMENT	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DIST
C115	25.00'	39.27'	90° 00' 00"	S 43° 47' 13" W	35.36
C117	25.00'	39.27'	90° 00' 00"	S 46° 12' 47" E	35.36
C118	25.00'	39.27'	90° 00' 00"	N 43° 47' 13" E	35.36
C120	25.00'	30.56'	70° 02' 43"	S 36° 14' 10" E	28.70
C121	75.00'	26.12'	19° 57' 13"	N 81° 14' 10" W	25.99
C124	75.00'	15.10'	11° 32' 13"	S 83° 01' 06" W	15.08
C125	75.00'	11.78'	8° 59' 49"	S 72° 45' 06" W	11.76
C133	75.00'	42.37'	32° 22' 04"	S 75° 01' 45" E	41.81
C137	75.00'	117.81'	90° 00' 00"	N 43° 47' 13" E	106.07
C138	195.00'	224.34'	65° 55' 05"	N 42° 49' 30" E	212.18
C139	75.00'	5.77'	4° 24' 19"	N 86° 35' 03" E	5.77
C140	75.00'	48.19'	36° 49' 01"	N 65° 58' 23" E	47.37
C141	75.00'	39.94'	30° 30' 54"	N 32° 18' 26" E	39.47
C142	75.00'	23.91'	18° 15' 46"	N 7° 55' 06" E	23.80
C143	195.00'	96.04'	28° 13' 10"	N 61° 40' 28" E	95.07
C144	195.00'	103.85'	30° 30' 54"	N 32° 18' 26" E	102.63
C145	195.00'	24.45'	7° 11' 00"	N 13° 27' 28" E	24.43
C146	25.00'	44.30'	101° 32' 14"	N 49° 33' 20" E	38.73
C147	125.00'	25.17'	11° 32' 14"	S 85° 26' 40" E	25.13
C148	25.00'	39.27'	90° 00' 00"	S 43° 47' 13" W	35.36
C149	25.00'	39.27'	90° 00' 00"	S 46° 12' 47" E	35.36
C150	25.00'	39.27'	90° 00' 00"	N 43° 47' 13" E	35.36
C151	25.00'	39.27'	90° 00' 00"	N 46° 12' 47" W	35.36
C155	50.00'	78.54'	90° 00' 00"	N 43° 47' 13" E	70.71
C156	100.00'	34.83'	19° 57' 13"	N 81° 14' 10" W	34.65

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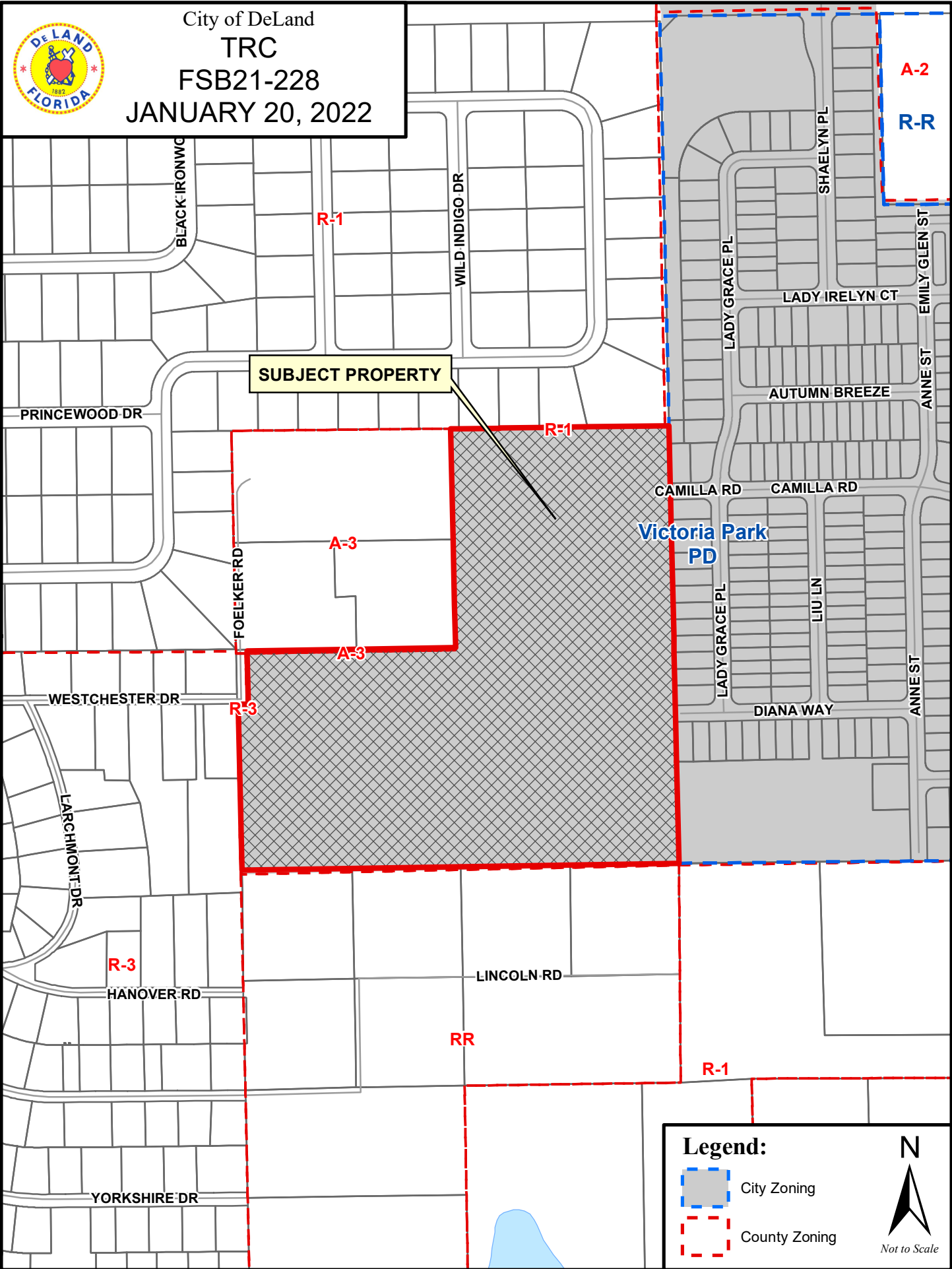
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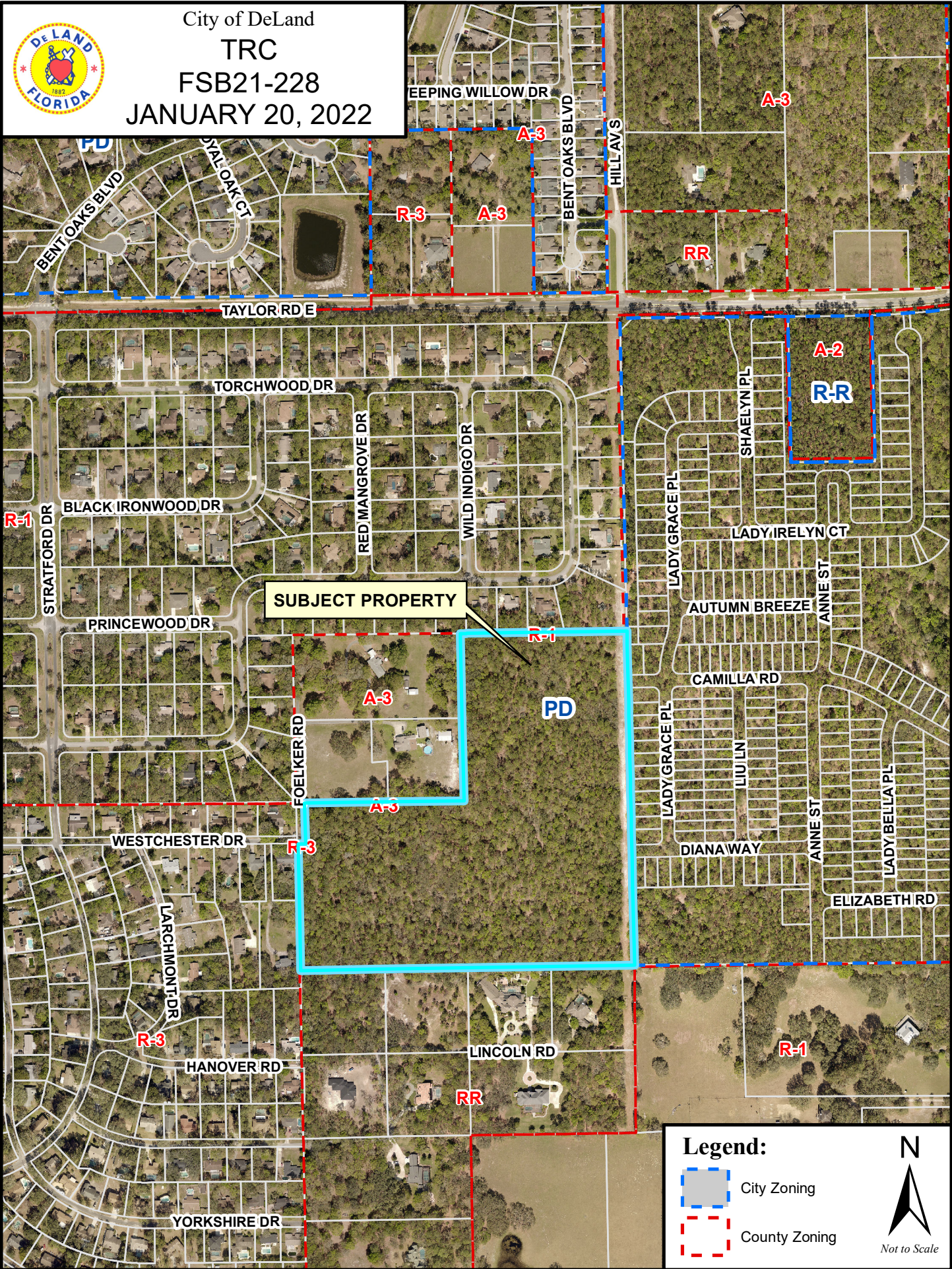


City of DeLand
TRC
FSB21-228
JANUARY 20, 2022





City of DeLand
TRC
FSB21-228
JANUARY 20, 2022



Legend:

-  City Zoning
-  County Zoning



CITY OF DELAND
Request for Commission Action
April 4, 2022

SUBJECT: Consideration re Tree Replacement/Funding Agreement for Cresswind DeLand Phase 1.

DEPARTMENT: Community Development

PREPARED BY: Rick Werbiskis, Community Dev. Director

ATTACHMENTS: Cresswind Phase 1 Tree Trust Fund Agreement 03222022

APPROVED BY: Michael Pleus, City Manager, March 30, 2022

SUMMARY/HIGHLIGHT:

Under the provisions of the City's Land Development Regulations, when space is not available for planting replacement trees within a development (either canopy or understory) on-site, a developer may, after demonstrating to the satisfaction of the City that it is not practical for the replacement trees to be planted on the development site, elect to make a monetary contribution to the City's "Tree Replacement Reserve Account" and the contribution shall equal or exceed the amount required to purchase, plant and maintain for one year a sufficient number of replacement trees to meet the developer's minimum tree coverage and specimen tree requirements set forth in Sections 33-57.05 and 33-57.07 of the City's Land Development Regulations. The developer desires to remove trees located in Phase 1 of the Cresswind DeLand Planned Unit Development and the attached Agreement provides for that plan of development with regard to the requirements of the City's Land Development Regulations relating to the preservation of trees and the mitigation of trees that are removed from real property during the course of development activities relating to subsequent phases. The Agreement requires that the developer shall pay the City the sum of \$375,000.00 at the time of the issuance of the development order for Phase 1 of the Development. The payment represents fifty percent (50%) of the total tree mitigation payment due for Phase 1 of the Development. The developer intends to provide additional tree mitigation areas within subsequent phases of the development that will satisfy the remaining tree mitigation obligations for Phase 1. Additional tree mitigation will be provided by planting additional on-site replacement trees or conducting a count of existing trees less than 6" in DBH located within the approved tree preservation areas in accordance with applicable City standards. To ensure that the additional Phase 1 tree mitigation is provided in future phases of the development, the developer shall post with the City a payment bond in the sum of \$375,000.00 which represents the remaining tree mitigation cost, less the initial tree mitigation payment, and shall be issued by a surety acceptable to the City. Upon the City determining that the developer has complied with all requirements relating to the preservation or mitigation of trees that are removed in connection with Phase 1 of the development, the payments and obligations of the developer shall be "trued up" to determine the final sums due to the City.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principals.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Approval of the Agreement will result in a contribution to the City's Tree Replacement Reserve Account.

RECOMMENDATION:

It is recommended that the City Commission approve the Tree Removal Permit and Replacement/Funding (Tree Replacement Reserve Account) Agreement for Cresswind DeLand Phase 1.

BACKGROUND/DISCUSSION:

The City Commission approved the Cresswind DeLand Planned Development on September 23, 2020 and the Preliminary Plat for Phase 1 of the project on November 15, 2021.

**TREE REMOVAL PERMIT AND REPLACEMENT/FUNDING (TREE REPLACEMENT
RESERVE ACCOUNT) AGREEMENT FOR CRESSWIND DELAND, PHASE 1**

THIS AGREEMENT, made and entered into this ___ day of _____, 2022, by and between KH CW DELAND, LLC, a Florida limited liability company, whose address is 105 NE 1st Street, Delray Beach, FL 33444, hereinafter referred to as the “Developer”, and the CITY OF DELAND, a municipality of the State of Florida, whose mailing address is City Hall, 120 South Florida Avenue, DeLand, Florida 32720, hereinafter referred to as the “City”. The Developer and the City may be collectively referred to herein as the “Parties”.

WHEREAS, The Developer desires to remove trees located in the City upon the real property generally located in Phase 1 of the Cresswind DeLand Planned Unit Development (the “Development”) within the City Limits of the City under the provisions of Section 33-57 of the City’s *Land Development Regulations* and described in the exhibit hereon (hereinafter referred to as the “Property”); and

WHEREAS, under the provisions of the City’s *Land Development Regulations*, when space is not available for planting replacement trees within a development (either canopy or understory) on-site, a developer may, after demonstrating to the satisfaction of the City that it is not practical for the replacement trees to be planted on the development site, elect to make a monetary contribution to the City’s “Tree Replacement Reserve Account” and the contribution shall equal or exceed the amount required to purchase, plant and maintain for one year a sufficient number of replacement trees to meet the developer’s minimum tree coverage and specimen tree requirements set forth in Sections 33-57.05 and 33-57.07 of the City’s *Land Development Regulations*; and

WHEREAS, the City has established the required contribution amount for the development of the Property by the Developer; and

WHEREAS, the Developer intends to develop the Property in phases and this Agreement provides for that plan of development with regard to the requirements of the City’s *Land Development Regulations* relating to the preservation of trees within the City and the mitigation of trees that are removed from real property during the course of development activities relating to subsequent phases; and

WHEREAS, the City deems it to be in the public interest to allow the Developer to remove trees as part of the development of the Property and to allow phased mitigation of the removed trees subject to the conditions contained herein.

NOW THEREFORE, The Parties do hereby covenant and agree as follows:

SECTION 1. Recitals.

The above recitals are true and correct and are incorporated herein by this reference and form a material part of this Agreement upon which the City and the Developer have relied.

SECTION 2. Payments Into Tree Replacement Reserve Account.

(a). With regard to Phase 1 of the of the Cresswind DeLand development, the Developer shall pay to the City the sum of **\$375,000.00** ("Initial Tree Mitigation Payment") at the time of the issuance of the development order for Phase 1 of the Development. The Initial Tree Mitigation Payment represents fifty percent (50%) of the total tree mitigation payment due for Phase 1 of the Development. The Developer intends to provide additional tree mitigation areas within the Development that will satisfy the remaining tree mitigation obligations for Phase 1 of the Development as subsequent phases are platted. Additional tree mitigation will be provided by planting additional on-site replacement trees or conducting a count of existing trees less than 6" in DBH located within the approved tree preservation areas in accordance with applicable City standards.

(b). To ensure that the additional Phase 1 tree mitigation is provided in additional future phases of the Development to comply with the of the City's *Land Development Regulations* relating to the preservation of trees within the City and the mitigation of trees that are removed from real property during the course of development activities, the Developer shall post with the City a payment bond in the sum of **\$375,000.00** which represents the remaining tree mitigation cost, less the Initial Tree Mitigation Payment, and shall be issued by a surety acceptable to the City and which shall, at a minimum, contain the following provisions:

- (1). Any call by the City upon the bond may be made in Volusia County, Florida.
- (2). The Developer and Surety shall designate and appoint a person as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on the bond and shall consent that such service shall be the same as personal service on the Developer and/or Surety.
- (3). The bond shall be given pursuant to and in accordance with the controlling provisions of the *Florida Statutes*, and all the provisions of the law referring to this character of bond as set forth in any sections or as may be hereinafter enacted, and they shall be made a part hereof to the same extent as if set out in full in the bond.
- (4). The bond shall not expire prior to performance of the Developer's obligations to the City and the bond shall be kept in full force and effect by the Developer at all times until release by the City.

(5). In the event of any material change, cancellation, expiration or non-payment of premiums, the Surety shall notify the City by certified mail or registered mail, return receipt requested, at least 30 days prior to the effective date of the change, cancellation or expiration of the bond. Notice to the City that the bond will expire prior to performance of the Developer's obligations to the City shall be deemed a default.

SECTION 3. Release Of Bond.

(a). The Developer may apply to the City at any time to release all or part of the bond required in Section 2(b) of this Agreement.

(b). In order to warrant the release of all or part of the bond required in Section 1(b) of this Agreement, the Developer must prove that it has attained all requirements of the City's *Land Development Regulations* relating to the course of development activities of the Developer pertaining to the Development with regard to the preservation of trees and the mitigation of trees that are removed from the Property in connection with the development of phase 1 of the Development.

(c). Upon the City determining that the Developer has complied with all requirements relating to the regard to the preservation of trees and the mitigation of trees that are removed from the Property in connection with Phase 1 of the Development, the Parties shall "true up" the payments and obligations of the Developer and determine the final sums due to the City hereunder.

SECTION 4. Developer Obligations.

(a). The Developer shall not damage or in any way injure adjacent private properties. The City reserves the right to revoke development orders and permits if tree removal activities become, in the City's sole judgement, hazardous to the public. The Developer agrees to pay the cost of repair for any damage caused by tree removal activities on public or private property.

(b). Development of the Property shall be accomplished in a manner which is consistent with and in compliance to applicable City *Land Development Regulations* and all other applicable regulations and ordinances as set forth in the *Code of Ordinances of the City of DeLand* and any failure to maintain such adherence shall be a code violation and shall be subject to all legal remedies available to the City under controlling law.

SECTION 5. Representations Of The Developer.

(a). The Developer hereby represents and warrants to the City that it is the owner of the Property in accordance with the title opinion or title certification provided by

the Developer to the City issued by an attorney or title insurance company licensed to provide services in the State of Florida said title opinion or certification showing all liens, mortgages and other encumbrances not satisfied or released of record relative to the Property.

(b). The Developer represents and warrants to the City that it has the power and authority to enter into and consummate the terms and conditions of this Agreement; that all acts, approvals, procedures and similar matters required in order to authorize this Agreement have been taken, obtained or followed, as the case may be; that this Agreement and the proposed performance of this Agreement by the Developer is not an ultra vires act; and that, upon the execution of this Agreement by the Parties, this Agreement shall be valid and binding upon the Parties hereto and their successors in interest.

(c). The Developer hereby represents to the City that all required joinders and consents have been obtained and set forth in properly executed form on this Agreement. Unless otherwise agreed to by the City, all liens mortgages and encumbrances not satisfied or released of record, must be subordinated to the terms of this Agreement. It is the responsibility of the Developer to ensure that said subordinations occur in a form and substance acceptable to the City Attorney prior to the City's execution of this Agreement.

SECTION 6. Breach; Enforcement; Alternative Dispute Resolution.

(a). In the event of a breach hereof by either party hereto, the other party hereto shall have all rights and remedies allowed by law including, but not limited to, the right to specific performance of the provisions hereof and to seek remedies under the code enforcement systems and processes of the City. In the event that the City seeks enforcement of the terms or conditions of this Agreement, the Developer shall be responsible for any and all costs, fees and expenses borne by the City in such enforcement action, regardless of whether litigation commences, and, if litigation does commence, both at the trial level and on appeal to include, but not be limited to, paralegal fees.

(b). In the event that a dispute arises under this Agreement and, if the City and Developer are unable to resolve the issues, the Parties shall attempt to resolve disputes informally, but in the event of a failure to informally resolve disputes, to engage in mediation before a certified Circuit Court mediator selected by the Parties or, in the event that the Parties, fail to agree to a mediator, by the Florida Conflict Resolution Consortium Consensus Center or, if unavailable, a mediator selected by the City. The Parties shall equally pay the costs of mediation.

(c). The Developer agrees and covenants not to sue the City on the basis of the matters set forth herein or associated matters and should the Developer file any claim or assertion to challenge the actions of the City relative to the matters set forth herein, or

otherwise in any way associated with the development, the Developer shall have waived and released any and all development entitlements arising hereunder regardless of whether implemented or not implemented or acted upon or not acted upon.

SECTION 7. Notices.

(a). All notices required or permitted to be given under the Agreement must be in writing and must be delivered to the City or the Developer at the address set forth below (or such other address as may be hereafter be designated in writing by such party).

(b). Any such notice must be personally delivered or sent by registered or certified mail, overnight courier, facsimile or telecopy.

(c). Any such notice will be deemed effective when received (if sent by hand delivery, overnight courier, telecopy or facsimile) or on the date which is 3 days after such notice is deposited in the United States mail (if sent by registered or certified mail).

(d). The Parties' addresses for the delivery of all such notices are as follows:

For the City:	Michael Pleus City Manager City Hall 120 South Florida Avenue DeLand, Florida 32720
With a copy to:	Darren J. Elkind, Esquire City Attorney 142 East New York Avenue DeLand, Florida 32724
For the Developer:	KH CW DeLand, LLC Attn. Scott Morton 105 NE 1 st Street Delray Beach, Florida 33444

SECTION 8. Successors And Assigns.

(a). This Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the City and the Developer and their/its respective successors-in-interest the terms and conditions of this Agreement similarly shall be binding upon the Property and shall run with title to the same.

(b). This Agreement touches and concerns the Property and shall be a burden that runs with and burdens the Property and all matters set forth herein may be enforced

by any code enforcement process available to the City and all conditions of this Agreement must be completed to the satisfaction of the City before the Property may be deemed in compliance with the codes and ordinances of the City.

(c). The Developer has expressly covenanted and agreed to this provision and all other terms and provisions of this Agreement.

SECTION 9. Governing Law/Venue/Compliance With Law.

(a). This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the City of DeLand.

(b). Venue for any dispute shall be in the Seventh Judicial Circuit Court in and for Volusia County, Florida.

(c). The Developer shall fully comply with all applicable local, State, and Federal environmental regulations and laws and all laws of any other type or nature.

(d). This Agreement shall not limit the future exercise of the police powers of the City to enact development regulations, standards or rules regulating development generally applicable to the entire area of the City.

(e). This Agreement shall also not be construed to prohibit the City from adopting lawfully imposed impact fees applicable to the Property.

SECTION 10. Term/Effective Date.

This Agreement shall be effective upon execution by all Parties.

SECTION 11. Permits.

(a). The failure of this Agreement to address any particular City, County, State, or Federal permit, condition, term or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

(b). The terms and conditions of this Agreement do not determine concurrency for the subject development or the Property.

SECTION 12. Third Party Rights.

This Agreement is not a third-party beneficiary contract, and shall not in any way whatsoever create any rights on behalf of any third party.

SECTION 13. Specific Performance/Time Is Of The Essence.

(a). Strict compliance shall be required with each and every provision of this Agreement.

(b). The Parties agree that failure to perform the obligations established in this Agreement shall result in irreparable damage, and that specific performance of these obligations may be obtained by suit in equity.

(c). Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

SECTION 14. Attorney's Fees.

In the event of any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and costs incurred, whether the same be incurred in a pre-litigation negotiation, litigation at the trial level, or upon appeal.

SECTION 15. Force Majeure.

The Parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specific time period ("Time Period") constitutes a default under terms of this Agreement and, if any such failure is due to any unforeseeable or unpredictable event or condition beyond the control of such party including, but not limited to, acts of God, acts of government authority (other than the City's own acts), acts of public enemy or war, terrorism, cyber technology issues, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions ("Uncontrollable Event"), then notwithstanding any provision of this Agreement to the contrary, that failure shall not constitute a default under this Agreement and any Time Period proscribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Uncontrollable Event.

SECTION 16. Indemnification.

(a). The Developer shall indemnify for and save the City harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected with the development of the Property as provided for in this Agreement or in any other way and for any and all acts or omissions in any manner related to said development of the Property irrespective of negligence, actual or claimed, upon the part of the City, or its officers, agents or employees. This agreement by the Developer to indemnify and hold the City harmless shall include, but not be limited to, all charges, expenses and costs,

including reasonable attorneys' fees, both at trial and on appeal, incurred by the City on account of or by reason of such injuries, damages, liability, claims, suits or losses and on damages growing out of same.

(b). This is a non-statutory agreement and shall be and constitute a development order and shall not create contractual rights of the Developer against the City nor contractual obligations of the City to the Developer and, to that end, the Developer shall have no contractual rights or remedies against the City with regard to any land use action of the City.

(c). The City has not waived any rights or remedies by taking the action set forth herein or any successive development orders and reserves any and all rights and remedies available to the City under controlling law including, but not limited to, the protections under the laws pertaining to sovereign immunity.

SECTION 17. City's Right to Terminate Agreement.

The failure by the Developer to perform each and every one of its obligations hereunder shall constitute a default, entitling the City to pursue whatever remedies are available to it under Florida law or equity including, without limitation, an action for specific performance and/or injunctive relief or alternatively, the termination of this Agreement. Prior to the City filing any action or terminating this Agreement as a result of a default under this Agreement, the City shall first provide the Developer written notice of said default. Upon receipt of said notice, the Developer shall be provided a 30-day opportunity in which to cure the default to the reasonable satisfaction of the City prior to filing said action or terminating this Agreement. If 30 days is not a reasonable period in which to cure the default, the cure period shall be extended to a reasonable cure period acceptable to the City, but in no case shall that cure period exceed 90 days. Upon termination of the Agreement, the Developer shall immediately be divested of all rights and privileges granted hereunder.

SECTION 18. Captions.

Sections and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement, or any provision hereto.

SECTION 19. Staff/City Reports; Exhibits.

(a). The staff reports and other City reports promulgated with regard to this Agreement and the development approval relating to the Property are hereby incorporated into this Agreement as if fully set forth herein verbatim; provided, however, that the provisions of this Agreement shall prevail to the extent of any conflict and such documents shall be used by the City for its purposes and in its discretion to interpret the provisions of

this Agreement and its interpretation relative to such matters shall be conclusive.

(b). Each exhibit referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

SECTION 20. Interpretation.

(a). The Developer and the City agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under any particular heading may be considered to be equally applicable under another in the interpretation of this Agreement.

(b). This Agreement shall not be construed more strictly against either party on the basis of being the drafter thereof, and both Parties have contributed to the drafting of this Agreement.

SECTION 21. Severability.

The terms and provisions of this Agreement are not severable and in the event any portion of this Agreement shall be found to be invalid or illegal, then the entire Agreement shall be null and void.

SECTION 22. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

SECTION 23. Modifications/Amendments/Non-Waiver.

(a). Amendments to and waivers of the provisions herein shall be made by the Parties only in writing by formal amendment. This Agreement shall not be modified or amended except by written agreement executed by all Parties hereto and approved by the City Commission of the City of DeLand.

(b). Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

SECTION 24. Entire Agreement; Effect On Prior Agreements.

This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings and agreements between the Parties

relating to the subject matter of this Agreement.

ATTEST:

CITY OF DELAND

Julie Hennessey, MMC
City Clerk – Auditor

Robert F. Apgar
Mayor – Commissioner
Date: _____

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney

DEVELOPER'S AGREEMENT TO ALL TERMS AND CONDITIONS:

Witnesses:

DEVELOPER:

**KH CW DELAND, LLC
By: THE KOLTER GROUP LLC,
MANAGER**

Signature of Witness #1
Printed Name: _____

Signature
Printed Name: _____
Date: _____

Signature
Printed Name: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)

COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _ day of _____, 2022 by _____ who is personally known to me or produced _____ as identification.

Printed Name: _____
NOTARY PUBLIC

(SEAL)

My commission expires: _____

CITY OF DELAND
Request for Commission Action
April 4, 2022

SUBJECT: Consideration re Agreement to Exchange Real Property with DEPROP, LLC, Relating to the Beresford Avenue Extension Road Improvement Project.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Agreement, Exhibit A, Exhibit B

APPROVED BY: Michael Pleus, City Manager, March 30, 2022

SUMMARY/HIGHLIGHT:

The approval of an agreement between the City and DEPROP, LLC, relating to the Beresford Avenue Extension road improvement project is submitted for approval.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The City, the County and the School District have worked in a creative manner to acquire right-of-way needed for the Beresford Avenue Extension road improvement project. The plan of action would result in the expenditure of some administrative and legal time and nominal closing costs, but avoids the expenditure of significant real property acquisition costs – particularly if the use of the eminent domain powers of the City or County had been required.

RECOMMENDATION:

City staff recommends that the City Commission approve the agreement to exchange real property with DEPROP, LLC, relating to the Beresford Avenue Extension road improvement project.

BACKGROUND/DISCUSSION:

The County and the City have collaborated to ensure the expeditious implementation of the Beresford Avenue Extension road improvement project which is a key element in dealing with traffic within the City and proximate unincorporated lands within the County as well as planned future growth. Right-of-way for the road improvement project is required and, as part of the cooperative City-County effort, the City is acquiring property that will be exchanged with the Volusia County School District for property owned by the School District which it will convey to the County for use as needed right-of-way for the road improvement project.

DEPROP, LLC, a Florida limited liability company whose managers are Aboud Samawi, of Knoxville, Tennessee, and Khaled H. Hassan, of Amman, Jordan, owns property (1.46 acres in size) which abuts the

School District's parcel which would be of value to the School District. The City owns a parcel of property, 0.949 acre in size, which would be of value to DEPROP, LLC. Upon the City exchanging properties with DEPROP, LLC, the School District will convey needed right-of-way to the County and the City will convey the property acquired from DEPROP, LLC to the School District. The intergovernmental exchanges will occur under an interlocal agreement.

It must be noted that prior to and as a condition of the exchange between DEPROP, LLC and the City, the City must administratively change the future land use map designation of the parcel owned by the City to the Highway Commercial future land use designation and administratively rezone the property to the C-2 zoning district/classification. That must occur within 180 days of the date of execution of the exchange agreement with a closing occurring 30 days thereafter. This condition is not requiring the City to engage in unlawful contract zoning, or otherwise binding the City Commission to take legislative action. The City Commission will act at public hearings held in accordance with the controlling requirements of law and it may deny the proposals. In the case of a denial, the exchange transaction will not occur.

AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY
BERESFORD AVENUE EXTENSION

This Agreement is made and entered into by and between the City of DeLand, Florida, a Florida municipal corporation with a mailing address of 120 South Florida Avenue, DeLand, Florida 32720 (the “City”) and DEPROP, LLC, a Florida limited liability company, with a mailing address of 3867 Blackwood Court, Cincinnati, Ohio, 45236 (“DEPROP”).

WHEREAS, the City is the owner in fee simple of a vacant parcel of land located in DeLand, Volusia County, Florida bearing parcel identification number 702300000013 more particularly described in the attached Exhibit “A” (hereinafter the “City Parcel”); and

WHEREAS, DEPROP is the owner in fee simple of a vacant parcel of land located in DeLand, Volusia County, Florida bearing parcel identification number 702400000024 and more particularly described in the attached Exhibit “B” (the “DEPROP Parcel”); and

WHEREAS, the City has requested that DEPROP exchange the DEPROP Parcel for the City Parcel for the purpose of facilitating the construction of the long-planned Beresford Avenue Extension; and

WHEREAS, traffic congestion in the DeLand area is increasing and the construction of the Beresford Avenue Extension is a key element in dealing with traffic congestion, both existing and anticipated; and

WHEREAS, the parties have agreed to exchange by way of mutual conveyance the DEPROP Parcel for the City Parcel and to the other covenants contained herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The effective date of this Agreement shall be the date it is approved by the City Commission of the City of DeLand, which date is evidenced below by the signature of the Mayor of the City of DeLand (hereinafter the “Effective Date”).

2. The City shall, in consideration of the property agreed to be conveyed to the City by DEPROP, convey by warranty deed to DEPROP the City Parcel in fee simple, free from all encumbrances, except for an easement for ingress, egress, drainage and utilities over and upon the City Parcel to access Beresford Avenue Extension.

3. DEPROP shall, in consideration of the property agreed to be conveyed to DEPROP by the City, convey by warranty deed to the City the DEPROP Parcel in fee simple, free of all encumbrances.

4. Prior to and as a condition of the exchange contemplated hereby, the City shall cause the future land use map designation of the City Parcel to be changed to the City of

DeLand's Highway Commercial future land use designation, and the City shall cause the zoning of the City Parcel to be changed to C-2, all at the City's sole cost and expense. Second readings of the two ordinances which must be adopted by the City in order to amend the future land use designation and zoning of the City Parcel must occur within one hundred eighty (180) days of the Effective Date or this Agreement shall be deemed terminated and of no further force or effect. Both of the parties hereto understand and recognize that pursuant to controlling law the City cannot contractually agree to have the City Commission vote in a certain way on any land use or zoning change, and this Agreement is not intended to create any enforceable contractual obligation on the part of the City. If the City Commission of the City of DeLand fails to amend the future land use designation or zoning of the City Parcel, no action for specific performance or otherwise shall lie in favor of any person, and this Agreement shall simply terminate and both parties relieved of all further obligations.

5. The exchange shall be completed within two hundred ten (210) days of the Effective Date, when each of the parties shall by good and proper warranty deeds, convey the real property to the other of them, free from all encumbrances.

6. Each party shall pay the cost of recording the deed of conveyance to the other party and any documentary stamps which are due as a result of the exchange provided for in this Agreement.

7. There shall be no adjustment for ad valorem taxes and no payment will be made by either party to the other on account of ad valorem taxes or otherwise.

8. The City Parcel and the DEPROP Parcel are being conveyed "AS-IS" and there are no warranties, other than warranties of title, on either of the parcels, express, or implied, including NO WARRANTY OF MERCHANTABILITY.

9. Each party shall have sixty (60) days from the date of the execution of this Agreement to perform studies and inspections to determine if the two properties involved in this exchange are suitable, in their sole discretion, for the intended uses ("Inspection Period"). In the event either party determines, in their sole discretion, that either property is unsuitable to their intended uses or needs, gives written notice of same to the other, then this Agreement and all subsequent agreements and addendums become null and void. Said studies shall include, but not be limited to, environmental and hazardous waste studies. Each shall provide the other with any studies, surveys and/or reports related to the property in their possession. Each shall cooperate with the other in recertifying all surveys, and/or reports related to the properties.

10. Each party may obtain its own title commitment for the property of the other to be exchanged hereunder and/or title insurance, but same will be at the ordering parties' own expense, and neither party will have any obligation to cure any defects in title, it being the sole option of either party to cancel this Agreement during the Inspection Period.

Approved by DEPROP, LLC on this _____ day of _____, 2022.

DEPROP, LLC

By: _____
Signature

Title

Approved by the City Commission of the City of DeLand this _____ day of _____, 2022.

CITY OF DELAND

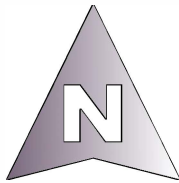
By: _____
Robert F. Apgar
Mayor - Commissioner

ATTEST:

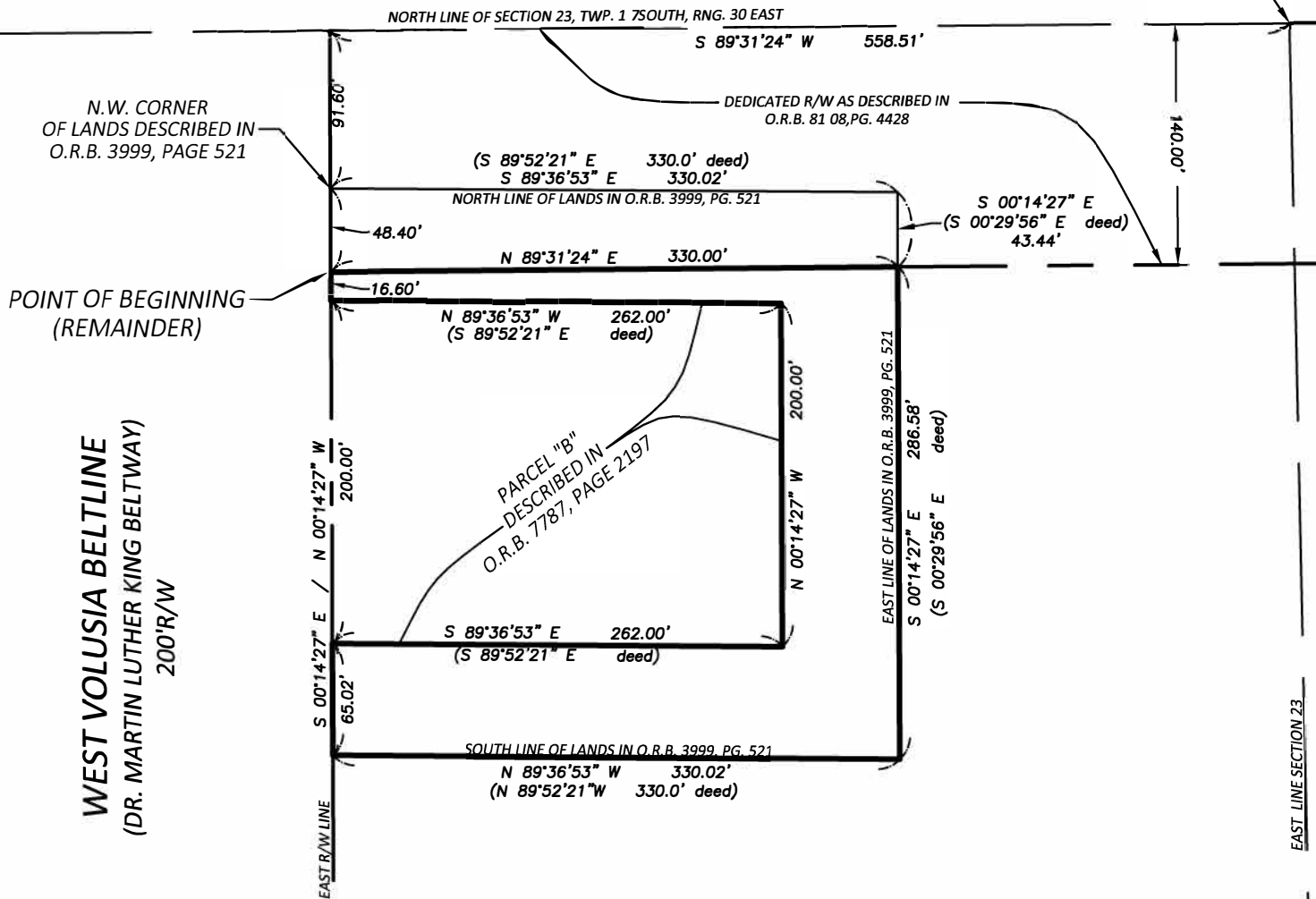
Julie A. Hennessy, MMC
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney



POINT OF COMMENCEMENT
N.E. CORNER OF SECTION 23



LEGEND & ABBREVIATIONS
(UNLESS OTHERWISE NOTED)

O.R.B. = OFFICIAL RECORDS BOOK
SEC. = SECTION
TWP. = TOWNSHIP
RNG. = RANGE
R/W = RIGHT OF WAY
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING

REVISED:

PARCEL REMAINDER
CITY OF DELAND PARCEL (EAST OF MLK BLVD)

SKETCH OF DESCRIPTION ONLY / NOT A BOUNDARY SURVEY
SECTION 23, TWP. 17 SOUTH, RNG. 30 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	MEM	1/22	2509
SURVEY DATE	N/A	N/A	
CHECKED	EAB	1/22	
PROJECT #	5779		SHEET #
			1 OF 2

A portion of those lands as described in Official Records Book 3999, Page 521 of the Public Records of Volusia County, Florida being a portion of Section 23, Township 17 South, Range 30 East and being more particularly described as follows:

Commence at the Northeast corner of said Section 23; thence run S 89°31'24" W, along the North line of said Section 23, a distance of 558.51 feet to its intersection with the East right of way line of the West Volusia Beltline (know known as Dr. Martin Luther King Jr. Beltway), a 200.00 foot wide right of way; thence, departing said North line, run S 00°14'27" E, along said right of way line, a distance of 91.60 feet to the Northwest corner of those lands described in aforesaid Official Records Book 3999, Page 521; thence continue, S 00°14'27" E, along said right of way line, a distance of 48.40 feet to a point on a line that is 140.00 feet south of and parallel with the North line of aforesaid Section 23 and the POINT OF BEGINNING: thence run N 89°31'24" E, along said line, a distance of 330.00 feet to a point on the East line of those lands described in Official Records Book 3999, Page 521 of the aforesaid Public Records; thence run S 00°14'27" E (S 01°29'56" E, deed), along the East line of said lands, a distance of 286.58 feet to the Southeast corner thereof; thence N 89°36'53" W (N89°52'21" W, deed), along the South line of said lands, a distance of 330.02' (330.0', deed) to the East right of way line of aforesaid West Volusia Beltline; thence run N 00°14'27" W, along said right of way line, a distance of 65.02 feet to the Southeast corner of those lands described as Parcel "B" in Exhibit A of the deed recorded on Official Records Book 7787, Page 2197 of the aforesaid Public Records; thence run S 89°36'53 E (S 89°52'21" E, deed), along the South line of said Parcel "B", a distance of 262.00 feet to the Southeast corner thereof; thence run N 00°14'27" W (N 00°29'56" W, deed), along the East line of said Parcel "B", a distance of 200.00 feet to the Northeast corner thereof, thence N 89°36'53" W (N89°52'21" W, deed), along the North line of said Parcel "B", a distance of 262.00 feet to the aforesaid East right of way line of the aforesaid West Volusia Beltline; thence run N 00°14'27" W, along said right of way line, a distance of 16.60 feet to the Point of Beginning.

The above-described parcel contains 41,356.5 square feet (0.949 Ac) +\-.

SKETCH NOTES:

1. SKETCH OF DESCRIPTION ONLY.
2. BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH LINE OF 23, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA AS BEING N 89°31'24" (DEED) RECORDED IN O.R.B. 8108, PG.4428 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
3. DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.

**PARCEL REMAINDER
CITY OF DELAND PARCEL (EAST OF MLK BLVD)**

SKETCH OF DESCRIPTION ONLY / NOT A BOUNDARY SURVEY
SECTION 23, TWP. 17 SOUTH, RNG. 30 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	MEM	1/22	1/06/22	2509
SURVEY DATE	N/A	N/A	SCALE:	
CHECKED	EAB	1/22	N/A	
PROJECT #			FIELD BOOK	SHEET #
5779			N/A	2 OF 2

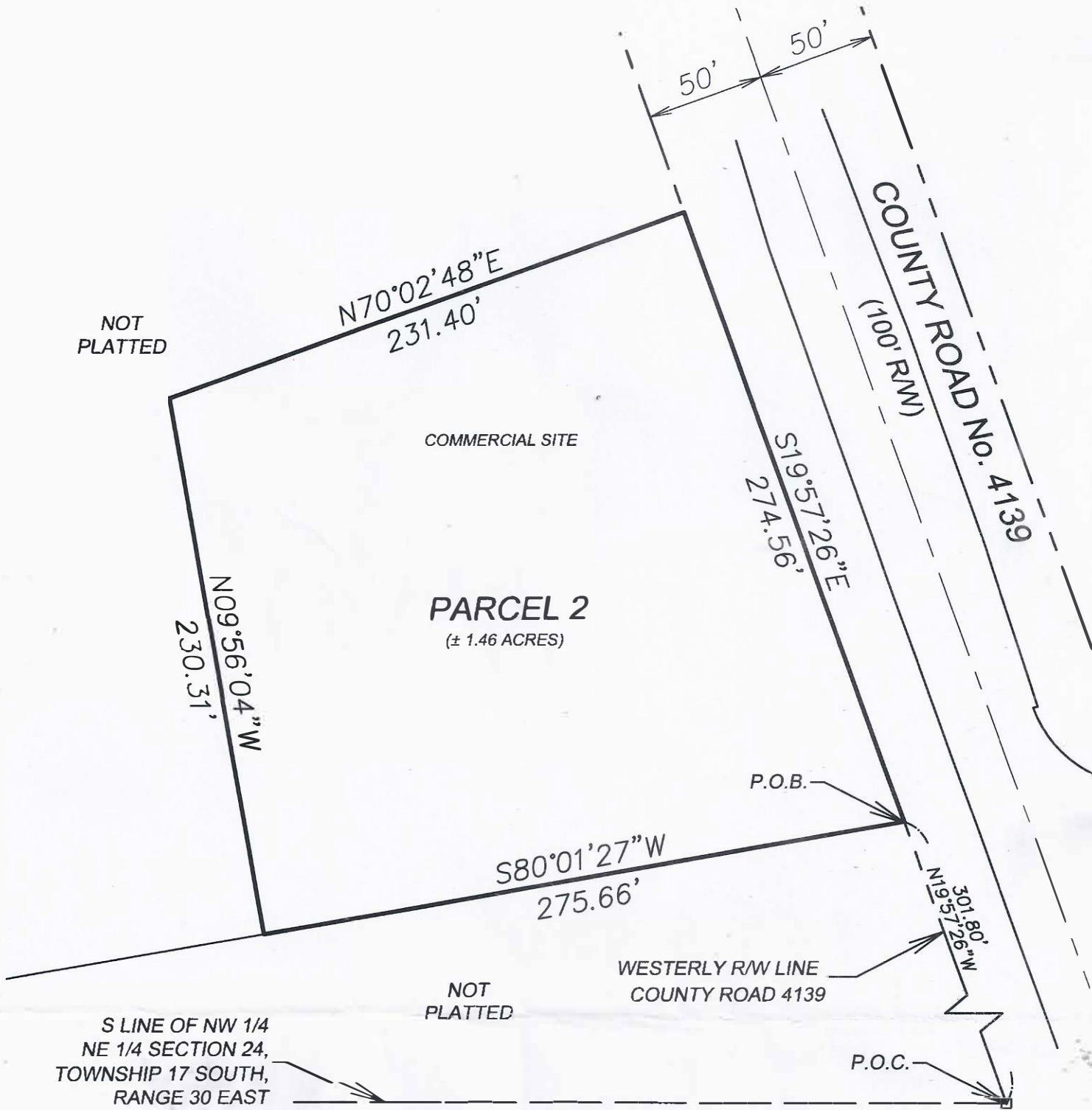
LEGEND & ABBREVIATIONS:

- RCP = REINFORCED CONCRETE PIPE
- CMP = CORRUGATED METAL PIPE
- No. = NUMBER
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- WBF = WOOD BOARD FENCE
- HWF = HOG WIRE FENCE
- CLF = CHAIN LINK FENCE
- R/W = RIGHT OF WAY
- I.P. = IRON PIPE
- I.R. = IRON ROD
- C.C.R. = CURB CUT RAMP
- SEC. = SECTION
- I.D. = IDENTIFICATION
- CL = CENTERLINE
- L.B. = CERTIFICATE OF AUTHORIZATION #
- E/P = EDGE OF PAVEMENT
- C.B. = CHORD BEARING
- PLS/PSM = PROFESSIONAL SURVEYOR AND MAPPER
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- DRMP = DYER, RIDDLE, MILLS & PRECOURT, INC.

GRAPHIC SCALE



(IN FEET)
1 INCH = 60 FEET



MAP OF DESCRIPTION

THIS IS NOT A SURVEY

SHEET 1 OF 2

DESCRIPTION ON SHEET 2 OF 2

PREPARED FOR:
DELFA INVESTMENT PROPERTIES

DATE: 12/07/05 SCALE: 1"=60'

PROJECT #: 05-0714.000

DESIGN: WJD CHECKED: ALQ

THIS MAP OF DESCRIPTION IS NOT VALID WITHOUT THE
SURVEYOR'S SIGNATURE & ORIGINAL RAISED SEAL.

Allen L. Quickel
ALLEN L. QUICKEL
PROFESSIONAL SURVEYOR AND MAPPER #6481
STATE OF FLORIDA



DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

Phone: (407) 896-0594
L.B. #2648

1505 East Colonial Drive - Orlando, Florida 32803

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 4139 AND THE SOUTH LINE OF THE AFOREMENTIONED NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, AND RUN NORTH 19°57'26" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 301.80 FEET; THENCE RUN SOUTH 80°01'27" WEST, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 275.66 FEET; THENCE RUN NORTH 09°56'04" WEST, A DISTANCE OF 230.31 FEET; THENCE RUN NORTH 70°02'48" EAST, A DISTANCE OF 231.40 FEET, TO THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 4139; THENCE RUN SOUTH 19°57'26" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 274.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.46 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

- 1. No underground installations or improvements, including, but not limited to, buried cables, sub-surface utilities, foundations/footers or burial sites were located, except as shown.
- 2. This property is subject to recorded or unrecorded agreements, assessments, exceptions, easements, reservations, and restrictions, if any, which may or may not appear in the Public Records of Orange County, Florida.
- 3. The bearings shown hereon are based on the Westerly Right-of-Way line of County Road 4139, as being South 19°57'26" East, an assumed bearing.
- 4. This Sketch of Description does not constitute a boundary survey, as such.

SKETCH ON SHEET 1 OF 2

SHEET 2 OF 2

PREPARED FOR:
DELFA INVESTMENT PROPERTIES

DATE: 12/07/05 SCALE: 1"=60'

PROJECT #: 05-0714.000

DESIGN: WJD CHECKED: ALQ

DATE	REVISIONS



DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

Phone: (407) 896-0594
L.B. #2648

1505 East Colonial Drive - Orlando, Florida 32803

CITY OF DELAND
Request for Commission Action
April 4, 2022

SUBJECT: Consideration re Agreement with Volusia County School Board for Use of Athletic Facilities.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Agreement, Exhibit A

APPROVED BY: Michael Pleus, City Manager, March 30, 2022

SUMMARY/HIGHLIGHT:

Approval of Facilities Use Agreement to memorialize the terms of use and charges related to the use of City athletic facilities by DeLand High School (“DHS”). The prior agreement terminated in the summer of 2020 during the height of the pandemic. This agreement only covers the current school year (2021-2022) and preserves DHS’s ability to use all of the same facilities and sets appropriate (albeit reduced from market rate) fees for such use. This agreement replaces the use of the old DHS gymnasium with the DeLand Middle School gymnasium. However, given the communications and collaboration between City staff and DHS staff to agree on terms for this year, this can be a framework for a more long-term agreement.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Thriving Communities.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The estimated revenue to be generated is approximately \$15,000.00 for the 2021-2022 school year.

RECOMMENDATION:

Approve the attached agreement.

BACKGROUND/DISCUSSION:

The City and School Board executed an agreement in 2000 which provided that DHS could use various City athletic facilities, most notably Spec Martin Stadium, and that the City could use the old DHS gymnasium. The agreement had a twenty-year term and expired in June of 2020, during the height of the pandemic. Athletic facility use was not a major issue in the fall of 2020 due to the pandemic, but it was a goal of the City to put into place a new agreement to cover the use of athletic facilities.

City staff met with DHS staff to work out concerns and funding levels for the use of the facilities and worked collaboratively to find an agreeable solution. DHS student athletes have been able to use the City’s athletic facilities uninterrupted while no agreement was in place, and the City did not charge the School Board for the

facility use that took place during the 2020-2021 school year. Using this one-year agreement as a framework, City staff intends to work with DHS and School Board staff on a long-term agreement.

ATHLETIC FACILITIES TEMPORARY USE AGREEMENT

This Athletic Facilities Temporary Use Agreement (hereinafter the “Agreement”) is made and entered into by and between the City of DeLand, a Florida municipal corporation (hereinafter the “City”) whose address is 120 South Florida Avenue, DeLand, Volusia County, Florida 32720, and the SCHOOL BOARD OF VOLUSIA COUNTY, with a mailing address of Post Office Box 2118, DeLand, Florida 32721-2118 (hereinafter the “School Board”) and each a “Party” and collectively the “Parties.”

RECITALS:

Whereas, the City and the School Board previously had an agreement, dated June 13, 2000, and entitled “LEASE AGREEMENT FOR USE OF REAL PROPERTY” (hereinafter the “Lease”), for the use of certain of the City’s athletic facilities for DeLand High School (hereinafter “DHS”) student athletic events; and

Whereas, pursuant to the terms of the Lease, the City paid the School Board the sum of \$100,000 for improvements to and the use of the old DeLand High School gymnasium at designated times; and

Whereas, the Lease provided that the following City facilities would be used for DHS student athletic events during specified times: Spec Martin Stadium, Melching Field and Sperling Sports Complex (hereinafter the “City Athletic Facilities”); and

Whereas, the lease expired in 2020 amidst the Coronavirus pandemic; and

Whereas, the old DeLand High School gymnasium has become unusable for basketball due, in large part, to the condition of the floor and the School Board has also disallowed the continued use of the said gymnasium by the City since the expiration of the Lease; and

Whereas, the City has allowed the School Board to continue to use the City Athletic Facilities since the expiration of the Lease, although that use had been more limited due to the Coronavirus pandemic, and the School Board desires to continue using the City Athletic Facilities; and

Whereas, the School Board has allowed the City to use the gymnasium at DeLand Middle School (hereinafter the “Gymnasium”) without charge since the time that the School Board disallowed the City’s continued use of the old DeLand High School gymnasium; and

Whereas, the City has agreed to allow the School Board to use the City Athletic Facilities under the terms set forth herein at a significantly discounted rate, as more particularly set forth in the attached Exhibit “A”, on the basis that support of athletic programs at the City’s sole high school constitutes a valid public purpose; and

Whereas, the City and the School Board desire to memorialize in this Agreement the arrangement for the use of the City Athletic Facilities and the use by the City of the Gymnasium; and

Whereas, the City and the School Board intend for this Agreement to be of a temporary duration and anticipate executing a long term agreement related to the continued use of athletic facilities in the future once funding sources are more normalized after pandemic related subsidies are no longer available.

Now, therefore, it is agreed by and between the Parties to this Agreement, as follows:

1. Term. This Agreement is for a limited duration and shall end on June 30, 2022. It is the intent of the Parties to work on a new, long-term agreement to replace the Lease.
2. Use of City Athletic Facilities. The City does hereby license and permit the School Board to use the City Athletic Facilities for DHS student athletic events. For the sake of clarity, “DHS student athletic events” are those games and practices which are subject to the rules of the Florida High School Athletic Association. Any other use of the City’s Athletic Facilities by the School Board or DHS shall be accomplished through the City’s regular special event permitting procedures. The use of the City Athletic Facilities will be at the times and under conditions approved by the City’s Parks and Recreation Director or such other person appointed by the City and will follow the schedule and protocols that have been in effect for a number of years as of the date of execution of this Agreement. Furthermore, Spec Martin Stadium shall be used only for DHS varsity football games. The City will invoice the School Board for the use of the City Athletic Facilities three (3) times during the term of this Agreement, which will be within thirty (30) days following the end of the fall, winter and spring DHS sports seasons. Each of the three invoices shall be based upon facilities and personnel usage for the immediately preceding sports season and shall be based upon the rates set forth in the attached Exhibit “A”.
3. Use of DeLand Middle School Gymnasium. The School Board does hereby license and permit the City to use the Gymnasium at the times and under the conditions approved by the Assistant Principal of DeLand Middle School, or by such other person designated for that purpose by the School Board and will follow the schedule and protocols that have been in effect as of the date of execution of this Agreement. No sum shall be due from the City for the use of this facility in light of the fact that it provides some of the consideration for the deeply discounted price related to the use of the City Athletic Facilities.
4. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of the sovereign immunity of the School Board or the City. Furthermore, nothing in this Agreement shall be deemed to make either Party an agent of the other, and each Party shall

be solely liable for its own actions in the use of the other Party's facilities, and for any claims arising out of such use.

5. No Intended Third-Party Beneficiaries. There are no intended third-party beneficiaries and no entity other than the School Board and the City may enforce the terms of this Agreement.
6. Agreement Not Assignable. Neither the City nor the School Board may assign this Agreement nor any rights granted hereunder.
7. No Leasehold or Other Interests Granted. Neither Party is granted any leasehold or other interest in the facilities of the other Party pursuant to this Agreement.
8. Statement of Intent. This Agreement sets forth in simple terms the agreement of the Parties. There are many details attendant to the use of the City Athletic Facilities which are and have been worked out on a collaborative basis for many years. The Parties intend to continue to work together in this fashion during the term of this Agreement, recognizing that the betterment of the youth of our community is paramount goal to be served through this Agreement.

ATTEST:

SCHOOL BOARD OF VOLUSIA COUNTY

By: _____
Name: Dr. Ronald Fritz
Title: Superintendent
Dated: _____

By: _____
Name: Linda Cuthbert
Title: Chairperson
Dated: _____

ATTEST:

CITY OF DELAND

By: _____
Name: Julie A. Hennessy
Title: City Clerk
Dated: _____

By: _____
Name: Robert F. Apgar
Title: Mayor
Dated: _____

EXHIBIT A

Schedule of Charges-Per Game / Event

Spec Martin Stadium

charges per game

- RENT: **\$750**

Includes facility use and attendant supplies and services related chalk/paint/toiletries/cleaning supplies/etc.
- OPTIONS: **\$1000**
 - SUITES: \$500
 - VIDEOBOARD: \$500 (\$400 if renter supplies operator)
- LIGHTS: **\$250**
- STAFF: **T.B.D.**
 - The City's Department of Parks and Recreation will determine how many staff members are required for each event. Crowd size expectations, opponents, activity, areas and options rented will be some factors used to determine how many staff would be needed.
 - \$30 per manhour (\$60 on holidays)
EXAMPLE: If five staff members are needed for 6.5 hours each the estimated charge for staff would be \$975.00.

Conrad Park

- RENT: **\$125**

Includes facility use and attendant supplies and services related chalk/paint/toiletries/cleaning supplies/etc.
- OPTIONS: **\$0**
 - No options available
- LIGHTS: **\$75**
- STAFF: *(Estimated with one staff member for 5-hours)* **\$150**
 - DPR will dictate how many staff members are required for any event that occurs at one of our venues. Crowd size expectations, opponents, activity, areas and options rented will be some factors used to determine how many staff would be needed.
 - \$30 per manhour (\$60 on holidays)
EXAMPLE: If one staff member is needed for 5 hours the estimated charge for staff would be \$150.00.

SSC: BASEBALL - GAMES

- RENT: **\$50**
Includes facility use and attendant supplies and services related chalk/paint/toiletries/cleaning supplies/etc.
- OPTIONS: **\$0**
 - No options available
- LIGHTS: **\$40**
- STAFF: *(Estimated with one staff member for 5-hours)* **\$150**
 - DPR will dictate how many staff members are required for any event that occurs at one of our venues. Crowd size expectations, opponents, activity, areas and options rented will be some factors used to determine how many staff would be needed.
 - \$30 per manhour (\$60 on holidays)
EXAMPLE: If one staff member is needed for 5 hours the estimated charge for staff would be \$150.00.

SSC: BASEBALL PRACTICES

- RENT: **\$0**
Includes facility use and attendant supplies and services related chalk/paint/toiletries/cleaning supplies/etc.
- OPTIONS: **\$0**
 - No options available
- LIGHTS: **\$50**
- STAFF: *(Estimated with one staff member for 3-hours)* **\$90**
 - DPR will dictate how many staff members are required for any event that occurs at one of our venues. Crowd size expectations, opponents, activity, areas and options rented will be some factors used to determine how many staff would be needed.
 - \$30 per manhour (\$60 on holidays)
EXAMPLE: If one staff member is needed for 3 hours the estimated charge for staff would be \$90.00.

SSC: MULTIPURPOSE SOCCER/FLAG FOOTBALL

- RENT: **\$60**
Includes facility use and attendant supplies and services related chalk/paint/toiletries/cleaning supplies/etc.
- OPTIONS: **\$0**
 - No options available
- LIGHTS: **\$40**
- STAFF: *(Estimated with one staff member for 3-hours)* **\$90**
 - DPR will dictate how many staff members are required for any event that occurs at one of our venues. Crowd size expectations, opponents, activity, areas and options rented will be some factors used to determine how many staff would be needed.
 - \$30 per manhour (\$60 on holidays)
EXAMPLE: If one staff member is needed for 3 hours the estimated charge for staff would be \$90.00.

SSC: STADIUM SOCCER/FLAG FOOTBALL

- RENT: **\$250**
Includes facility use and attendant supplies and services related chalk/paint/toiletries/cleaning supplies/etc.
- OPTIONS: **\$0**
 - No options available
- LIGHTS: **\$50**
- STAFF: *(Estimated with one staff member for 3-hours)* **\$90**
 - DPR will dictate how many staff members are required for any event that occurs at one of our venues. Crowd size expectations, opponents, activity, areas and options rented will be some factors used to determine how many staff would be needed.
 - \$30 per manhour (\$60 on holidays)
EXAMPLE: If one staff member is needed for 3 hours the estimated charge for staff would be \$90.00.

SSC: ENTIRE COMPLEX XC-practice

- RENT: **\$0**
Includes facility use and attendant supplies and services related chalk/paint/toiletries/cleaning supplies/etc.
- OPTIONS: **\$0**
 - No options available
- LIGHTS: **\$0**
- STAFF: *(Estimated with zero staff member for 0-hours)* **\$0**
 - DPR will dictate how many staff members are required for any event that occurs at one of our venues. Crowd size expectations, opponents, activity, areas and options rented will be some factors used to determine how many staff would be needed.
 - \$30 per manhour (\$60 on holidays)
EXAMPLE: If a staff member isn't needed the estimated charge for staff would be \$0.00.

SSC: ENTIRE COMPLEX XC-MEET

- RENT: **\$195**
Includes facility use and attendant supplies and services related chalk/paint/toiletries/cleaning supplies/etc.
- OPTIONS: **\$0**
 - No options available
- LIGHTS: **\$0**
- STAFF: *(Estimated with one staff member for 6.5-hours)* **\$195**
 - DPR will dictate how many staff members are required for any event that occurs at one of our venues. Crowd size expectations, opponents, activity, areas and options rented will be some factors used to determine how many staff would be needed.
 - \$30 per manhour (\$60 on holidays)
EXAMPLE: If one staff member is needed for 6.5 hours the estimated charge for staff would be \$195.00.

CITY OF DELAND
Request for Commission Action
April 4, 2022

SUBJECT: Resolution Calling for General, Special and Run-off Elections.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS: Resolution

APPROVED BY: Michael Pleus, City Manager, April 4, 2022

SUMMARY/HIGHLIGHT:

This Resolution calls for a General Election and a Special Election to be held on August 23, 2022; and for a Run-off Election to be held on November 8, 2022 (if necessary).

The Resolution also authorizes appointment of the poll clerks, inspectors and deputies for the polling places, makes provisions for the designation of polling places, appoints Lisa Lewis as Supervisor of Elections and custodian of the voting machines, appoints the City Clerk as Elections Official, and designates the Volusia County Canvassing Board as certifying authority for these elections.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The estimated cost for the 2022 Elections is \$3,000.

RECOMMENDATION:

It is recommended that the City Commission adopt the Resolution.

BACKGROUND/DISCUSSION:

N/A

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY OF DELAND, FLORIDA CALLING FOR A GENERAL ELECTION TO BE HELD AUGUST 23, 2022 FOR THE PURPOSE OF ELECTING MAYOR AND CITY COMMISSIONERS TO SEATS 1, 3 AND 5; CALLING FOR A SPECIAL ELECTION TO BE HELD AUGUST 23, 2022 FOR THE PURPOSE OF ELECTING A CITY COMMISSIONER TO SEAT 4; AND CALLING FOR A RUN-OFF ELECTION TO BE HELD NOVEMBER 8, 2022 (IF NECESSARY); SETTING FORTH THE DATES FOR QUALIFYING; AUTHORIZING APPOINTMENT OF THE CLERKS, INSPECTORS AND DEPUTIES; DESIGNATING POLLING PLACES FOR THE VOTERS; APPOINTING LISA LEWIS AS SUPERVISOR OF ELECTIONS AND CUSTODIAN OF THE VOTING MACHINES; DESIGNATING THE CITY CLERK AS ELECTION OFFICIAL; PROVIDING FOR THE DATES AND TIMES OF OPENING THE POLLS AND FOR EARLY VOTING; DESIGNATING THE VOLUSIA COUNTY CANVASSING BOARD AS THE CERTIFYING AUTHORITY FOR THE ELECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Charter for the City of DeLand, Florida provides for qualifying times for the City's elections to be held at the time and on the dates established by the Florida Election Code of each even-numbered year, unless otherwise set by adoption of a resolution by the City Commission; and

WHEREAS, the Charter for the City of DeLand, Florida provides for elections to be held in even-numbered years on the date established by the Florida Election Code for the primary election; and, provides for run-off elections to be held in even-numbered years on the date established by the Florida Election Code for the general election;

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

Section 1. The City Commission of the City of DeLand hereby calls a general election to be held on August 23, 2022 for the purpose of electing Mayor/City Commissioners to Seats 1, 3 and 5, a special election to be held on August 23, 2022 for the purpose of electing a City Commissioner to Seat 4, and a run-off election to be held November 8, 2022 (if necessary). All qualified electors within the municipal limits of the City of DeLand as of the election date, who have properly registered with the Supervisor of Elections prior to the book closing dates, are eligible to vote.

Section 2. The qualifying period for the general election shall open at 12:00 noon on Monday, June 13, 2022, and shall close at 12:00 noon on Friday, June 17, 2022.

Section 3. Lisa Lewis, Supervisor of Elections for Volusia County, is hereby designated as Supervisor of Elections for these elections on behalf of the City and is hereby appointed custodian of the voting machines, and the City Clerk shall contract for the services of the

Supervisor of Elections for Volusia County. The Supervisor of Elections for Volusia County is authorized to appoint clerks, inspectors and deputies for the general, special and run-off elections.

Section 4. The polling places for these elections will be selected by the Volusia County Supervisor of Elections and approved by the City Clerk. Residents in the newly annexed areas will vote in the precinct to which their annexed parcel is contiguous, or as otherwise instructed by the Volusia County Supervisor of Elections. The individual voters in annexed areas will receive special direction from the Volusia County Supervisor of Elections advising them where they vote.

Section 5. The City Clerk is hereby designated as Election Officer of the City to perform all ministerial duties of these elections which are not performed by the Supervisor of Elections of Volusia County, Florida.

Section 6. The polls for election day and early voting shall be open as set forth by the Volusia County Supervisor of Elections.

Section 7. The Volusia County Canvassing Board is hereby designated as the certifying authority for these elections. Pursuant to State law, the results of the voting, when ascertained, shall be delivered to the Volusia County Canvassing Board at its meetings as advertised. At such meetings the Volusia County Canvassing Board shall canvass the returns from the polls, and the vote-by-mail and provisional ballots. The results as shown by such returns shall be certified by the Volusia County Canvassing Board to the State of Florida and reported to the City Clerk, and shall be declared by the City Commission as the results of the elections.

PASSED AND DULY ADOPTED this 4th day of April, 2022.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney