



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
MAY 2, 2022 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Pastor Troy Bradley, Greater Union First Baptist Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Proclamation, National Historic Preservation Month.
2. Resolution No. 2022-40, Honoring the Retirement of Division Chief Daniel K. LaGrange.
3. Employee Years of Service Awards.
4. Promotions and Badge Pinning Ceremony for Firefighters-Nate Carn and Ray Griffin.
5. Badge Pinning Ceremony for Police Officers-Michael Quinn, Brian Kearney and David Stimpson.

CONSENT AGENDA

1. Consideration re Acceptance of Deed from Volusia County School Board for Lift Station.
Staff recommends that the City Commission accept the resolution and quit claim deed from the Volusia County School Board.
2. Consideration re Utility Service Agreement and Fair Share Agreement for Manchester Neighborhood.
Staff recommends that the City Commission approve the Utility Service Agreement and Fair Share Agreement for Manchester Neighborhood.
3. Consideration re Award of Bid for Spec Martin Sports Complex Foundation Stabilization Phase 1.
Staff recommends that the Commission approve Award of Bid to Alpha Foundations in the amount of \$114,804.00.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

NEW BUSINESS

1. Resolution of Necessity (Authorizing an Eminent Domain Action); Property Acquisition for the Expansion, Upgrading and Improvement of the Utility Plant Complex and Facilities Including, but not Limited to the Water Reclamation Facility.

Adoption of the resolution as a resolution of necessity (authorizing proceedings in eminent domain) pertaining to property acquisition for the expansion, upgrading and improvement of the City's utility plant complex and facilities.

2. Consideration re Appointment to Volusia County - Opioid Task Force and Advisory Board.

Appointment of a person (and alternate) to the Volusia County Opioid Task Force and Advisory Board.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY COMMISSION

ADJOURNMENT

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

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

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

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

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

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

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

626-7132.

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

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



The CITY OF DELAND

Volusia County, Florida

Proclamation

Whereas, Preservation Month began as National Preservation Week in 1973 and in 2005 the National Trust extended the celebration to the entire month of May and declared it Preservation Month to provide an even greater opportunity to celebrate the diverse and unique heritage of our country's cities and states; and

Whereas, the first Presidential preservation proclamation stated "As the pace of change accelerates in the world around us, Americans more than ever need a lively awareness of our roots and origins in the past on which to base our sense of identity in the present and our directions for the future; and

Whereas, DeLand continues to discover and celebrate the city's diverse cultural heritage found in irreplaceable places that hold the stories of all Americans; and

Whereas, DeLand recognizes that the Florida Trust for Historic Preservation is a statewide preservation non-profit that promotes the preservation and the inclusive sharing of the diverse architectural, historical and archaeological heritage of Florida; and

Whereas, the Florida Trust for Historic Preservation benefits historic communities like DeLand through advocacy, connection, education, and stewardship.

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

National Historic Preservation Month

in the City of DeLand and urge all citizens of DeLand to join their fellow citizens in recognizing and participating in this special observance.

Done and proclaimed this 2nd day of May 2022.

Robert F. Apgar, Mayor

Attest:

Julie A. Hennessy, City Clerk - Auditor



The CITY OF DELAND

Volusia County, Florida

RESOLUTION NO. 2022 - 40

A RESOLUTION OF APPRECIATION AND RECOGNITION BY THE CITY COMMISSION OF THE CITY OF DELAND, FLORIDA, TO DIVISION CHIEF DANIEL K. LAGRANGE UPON HIS RETIREMENT AFTER 21 YEARS OF SERVICE TO THE CITY OF DELAND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Daniel K. LaGrange has dedicated his career to the safety and protection of our community, and after 21 years of serving well and faithfully as a member of the DeLand Fire Department he announced his retirement as of April 22, 2022; and

WHEREAS, Daniel LaGrange began working for the City of DeLand Fire Department as a Firefighter on October 9, 2000; in August of 2018 he was promoted to Division Chief of Operations; and

WHEREAS, during his career Daniel completed various courses to enhance his career skills and diligently worked to promote life safety in our community. He obtained an Associates of Science Degree in Fire Science. Daniel also maintained state certification as a Certified Firefighter and Emergency Medical Technician in addition to State Certification as a Fire Service Inspector I; and Fire Officer II from the Division of the State Fire Marshal Bureau of Fire Standards and Training; also received certification for completing numerous USAR courses; and

WHEREAS, Daniel coordinated the smoke detector program; coordinated Fire Department Public Education events as well as city Special Events; and

WHEREAS, Daniel LaGrange has distinguished himself with his professional leadership skills and performance as a Division Chief, and he has justly earned the respect, admiration and high regard of his fellow peers, 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 Division Chief LaGrange for his 21 years of service to the City and for the faithful, diligent and responsible manner in which he performed her duties.

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 Division Chief Daniel LaGrange.

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

PASSED AND DULY ADOPTED this 2nd day of May 2022.

Robert F. Apgar
Mayor - Commissioner

Attest:

Julie A. Hennessy, City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
May 2, 2022

SUBJECT: Employee Years of Service Awards.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, April 27, 2022

SUMMARY/HIGHLIGHT:

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

25 Years of Service

Mike Quinn, Police Department
Triga Saputro, Utilities Department

15 Years of Service

Nate Carn, Fire Department
Brandon Ferri, Fire Department
Kim Keith, Fire Department
Jamie Lunsford, Fire Department
Ross Pelletier, Fire Department
James Smith, Fire Department
Sidney Stringer, Fire Department
James Young, Fire Department

10 Years of Service

Hugo Fuentes, Utilities Department

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended the City Commission present the service awards.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
May 2, 2022

SUBJECT: Consideration re Acceptance of Deed from Volusia County School Board for Lift Station.

DEPARTMENT: Utilities

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

ATTACHMENTS: Resolution- Louise S. McInnis Elementary School, School Board Quit Claim Deed - McInnis

APPROVED BY: Michael Pleus, City Manager, April 27, 2022

SUMMARY/HIGHLIGHT:

The St. John's Water Management District (SJRWMD) and Florida Department of Environmental Protection (FDEP), as a condition of preserving DeLeon Springs, has provided funds to Volusia County Utilities for the spring's protection. Based on those funds, Volusia County Utilities has funded the design and construction of a water main and sewer force main and lift station to connect to the DeLand Utility System.

A part of this project requires a master lift station be built on the Louise S. McInnis Elementary School site along US HWY 17 N. The school board agreed to this location, as a condition that their sewer package plant would be abandoned as part of the project and water provided to the school for fire protection and consumption and that their private lift station could discharge to this master lift station. A resolution and quit claim deed have been provided to the City for the ownership of the lift station site.

Volusia County Utilities is projected to start this project by June 2022. City staff has worked with both parties to review and provide comments on this project over the last couple of years. It is the intention of Volusia County Utilities that once the project has been completed, ownership of the water main, sewer force main and lift station will be turned over to the City. The current City Utility Service Area boundary will need to be amended for this additional area and other areas under discussion at this time.

A resolution and quit claim deed were required to obtain ownership of the property owned by the Volusia County School Board. The Volusia County School Board agreed to grant this deed at its February 8, 2022 meeting.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability of Springs Protection.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The attached resolution and quit claim deed grant ownership to the City at no cost.

RECOMMENDATION:

Staff recommends that the City Commission accept the attached resolution and quit claim deed from the Volusia County School Board.

BACKGROUND/DISCUSSION:

N/A

RESOLUTION 2022-02

A RESOLUTION PURSUANT TO FLORIDA STATUTES, CHAPTER 1013.28(1), DECLARING CERTAIN PROPERTIES UNNECESSARY FOR SCHOOL PURPOSES.

WHEREAS, Louise S. McInnis Elementary School is located at 5175 US Highway 17, DeLeon Springs Fl.; and

WHEREAS, the County of Volusia is desirous to improve water and sewer services to the area of DeLeon Springs in conjunction with City of DeLand, St. Johns Water Management District; and

WHEREAS, some property owned by School Board is necessary to facilitate the lift station and associated equipment needed for project improvements and subject property is unnecessary educational purposes; and

WHEREAS, ownership of the land identified herein will be transferred to the City of DeLand; and

WHEREAS, the following described property to wit:

See Attached Exhibit "A"

IS believed by the School Board of Volusia County, Florida, to be unnecessary for school purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA, AT A REGULAR SESSION HELD THIS February 8, 2022, AT DELAND, FLORIDA AS FOLLOWS:

Section 1. That, pursuant to Chapter 1013.28(1) Florida Statutes, the above-described real property is, hereby declared to be unnecessary for school purposes.

Section 2. That, pursuant to Chapter 1013.28(1) Florida Statutes, the said Board shall proceed to dispose of said property in the best interests of the public by working with the Florida Department of Transportation and the City of DeLand.

PASSED AND ADOPTED this 8th day of February 2022.

THE SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA

BY:  _____

Mr. Ruben Colón, Chairman

ATTEST:  _____

Ronald S. Fritz, Superintendent

EXHIBIT “A”

SKETCH AND LEGAL DESCRIPTION

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN PARCEL ID 691200000050, SECTION 39, TOWNSHIP 16 SOUTH, RANGE 29 EAST, VOLUSIA COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL ID, ALSO BEING THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 17 AND THE SOUTHERLY LINE OF THE DITCH RIGHT OF WAY (PER 79050-2502) ACCORDING TO THE RIGHT OF WAY MAP STATE ROAD NO. 15 SECTION 79050 VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID INTERSECTION RUN, N 89° 58' 01" E ALONG SAID SOUTHERLY LINE A DISTANCE OF 70.00 FEET; THENCE S 01° 56' 38" W A DISTANCE OF 90.00 FEET; THENCE S 89° 58' 01" W A DISTANCE OF 70.00 FEET TO SAID EASTERLY RIGHT OF WAY LINE; THENCE N 01° 56' 38" E ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.

SAID LAND CONTAINING 6,296 SQUARE FEET MORE OR LESS.

NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A BOUNDARY SURVEY.
2. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, AND/OR OTHER INSTRUMENTS OF RECORD.
4. REVISIONS DO NOT CONSTITUTE A RECERTIFICATION OF THE EXISTING FIELD CONDITIONS OF THIS SURVEY.
5. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY 17 ACCORDING TO THE RIGHT OF WAY MAP STATE ROAD NO. 15 SECTION 79050 VOLUSIA COUNTY, FLORIDA, AS BEING NORTH 01° 56' 38" EAST.
6. THE DESCRIPTION SHOWN HEREON WAS PREPARED BY THIS SURVEYOR. THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS PREPARED UNDER OUR DIRECTION IN JULY 7, 2020. I FURTHER CERTIFY THAT THIS THIS SKETCH AND DISCRIPTION MEETS THE STANDARDS OF PRACTICE AS SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTE 472.027.

SHEET 1 OF 2

SKETCH AND LEGAL DESCRIPTION NOT A SURVEY

Table Of Contents:

Sheet 1 of 2 - Legal description, Certification & Notes
Sheet 2 of 2 - Sketch



-855-222-T2UE | WWW.T2UE.COM

DRAWN BY:
L.S.A.
CHECKED BY:
I.R.H.
REVISIONS:

JOB NUMBER: 0617600400
PARCEL ID NO. 691200000050
MCINNIS ELEMENTARY SCHOOL

DATE: 10/04/2021	
IVAN R. HERNANDEZ, PSM FLORIDA PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER: 7016	

SKETCH AND LEGAL DESCRIPTION

US HWY 17
RIGHT OF WAY MAP
STATE ROAD NO. 15
SECTION 79050
VOLUSIA COUNTY, FLORIDA

EASTERLY RIGHT OF WAY LINE

N01°56'38"E 90.00'
BEARING BASIS

DITCH RIGHT OF WAY (PER 79050-2502)

SOUTHERLY LINE

N89°58'01"E 70.00'

POINT OF BEGINNING
NORTHWEST
CORNER

VOLUSIA COUNTY
PARCEL ID NO.
691200000050
MCINNIS ELEMENTARY SCHOOL

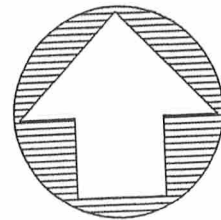
S01°56'38"W 90.00'

S89°58'01"W 70.00'

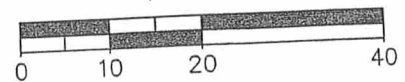
MAP OF THE DELEON SPRINGS COMPANY'S
SUBDIVISION OF DELEON SPRINGS
M.B. I, PAGE 131
(P.B. 12, PAGE 49)

ABBREVIATIONS

ID - IDENTIFICATION
M.B. - MAP BOOK
P.B. - PLAT BOOK
U.S. - UNITED STATE
FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION



1" = 20'



GRAPHIC SCALE

TOWNSHIP 16S - RANGE 29E - SECTION 39



.855-222-T2UE | WWW.T2UE.COM

Table Of Contents:

Sheet 1 of 2 - Legal description, Certification & Notes
Sheet 2 of 2 - Sketch

**SKETCH AND LEGAL DESCRIPTION
NOT A SURVEY**

JOB NUMBER: 0617600400

PARCEL ID NO. 691200000050
MCINNIS ELEMENTARY SCHOOL

SCALE: 1" = 20'

SHEET: 2 OF 2



Prepared by and return to:
Darren J. Elkind, Esquire
Attorney at Law
Paul, Elkind, Branz & Paul, LLP
142 East New York Avenue
DeLand, FL 32724

THE PREPARER OF THIS DEED DOES NOT GUARANTEE EITHER THE ACCURACY OF THE DESCRIPTION NOR THE STATE OF TITLE TO THE REAL PROPERTY, THERE HAVING BEEN NO SURVEY OR TITLE SEARCH MADE. THE ONLY SERVICE RENDERED WAS PREPARATION OF THIS DEED.

Quit Claim Deed

This Quit Claim Deed made this _____ day of April, 2022, between **The School Board of Volusia County, Florida**, whose post office address is **Post Office Box 2118, DeLand, Florida 32721** grantor, and the **City of DeLand**, whose post office address is **120 South Florida Avenue, DeLand, Florida 32720**, grantee:

(Whenever used herein the terms “grantor” and “grantee” include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witneseth, that said grantor, for and in consideration of the sum **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee’s heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in **Volusia County, Florida** to-wit:

See Exhibit “A”

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, grantor has hereunto set grantor’s hand and seal the day and year first above written.

[EXECUTION ON THE FOLLOWING PAGE]

Signed, sealed, and delivered in our presence:

The School Board of Volusia County, Florida

Witness Name: _____

By: _____
Ruben Colon, Chairman

Witness Name: _____

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of April, 2022 by Ruben Colon, Chairman of the School Board of Volusia County, Florida. He ☐ is personally known to me or ☐ has produced a driver's license as identification.

[Notary Seal]

Notary Public
Printed Name: _____
My Commission Expires: _____

EXHIBIT "A"

A PARCEL OF LAND LOCATED IN PARCEL ID 691200000050, SECTION 39, TOWNSHIP 16 SOUTH, RANGE 29 EAST, VOLUSIA COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID LAND CONTAINING 6,296 SQUARE FEET MORE OR LESS.

CITY OF DELAND
Request for Commission Action
May 2, 2022

SUBJECT: Consideration re Utility Service Agreement and Fair Share Agreement for Manchester Neighborhood.

DEPARTMENT: Utilities

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

ATTACHMENTS: Utility Service Agreement ADA, Fair Share Agreement ADA

APPROVED BY: Michael Pleus, City Manager, April 28, 2022

SUMMARY/HIGHLIGHT:

Manchester Neighborhood is located 801 Sol Y Sombra and North Stone Street near the intersection of North Orange in DeLand. The proposed subdivision will include one hundred fifty-six (156) residential units. The attached Utility Service Agreement contains the usual terms and conditions required by the City for utility service. No reimbursement for oversizing of offsite utilities is provided.

As is consistent with City policy, the developer has executed a West Side Interceptor Force Main Concurrency and Fair Share Agreement which is intended to compensate the City for use of the West Side Interceptor Force Main in proportion to the capacity of that pipeline used by the developer.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

At buildout, the City will receive water and impact fees and ongoing utility revenue from the one hundred fifty-six residential units constructed at buildout. In addition, the City will receive payment for the West Side Interceptor Fair Share contribution in the amount of \$140,244 (\$899 per unit x 156 units).

RECOMMENDATION:

Staff recommends that the City Commission approve the attached Utility Service Agreement and Fair Share Agreement for Manchester Neighborhood.

BACKGROUND/DISCUSSION:

N/A

**UTILITY SERVICE AGREEMENT
FOR
GC-DELAND, LLC**

THIS AGREEMENT is entered into this ____ day of _____, 2022, between the City of DeLand (City) and GC-DELAND, LLC (Developer) regarding utility service for the Manchester Neighborhood project. In consideration of the mutual covenants and conditions in this Agreement, and subject to any necessary approval by any other governmental agency having jurisdiction, the parties agree as follows:

Section 1. City to furnish service. Upon the terms and conditions in this Agreement, and in accordance with the City's rules and regulations, the City shall provide and shall have the exclusive right to furnish potable water, domestic sewer and reuse irrigation services to the real property located at 801 SOL Y SOMBRA and North Stone Street near the intersection of North Orange in DeLand, FL and described as:

TAX PARCEL NUMBERS
700500000076

5 17 30 S 1/2 OF NE 1/4 OF SW 1/4 EXC N 189 FT OF W 230.48 F T OF E 1/2 EXC RD & W 60 FT OF W 1/2 OF SE 1/4 OF SW 1/4 PER OR 2205 PG 34 & PER OR 6372 PG 4144 PER OR 8168 PG 3992

700500000078

5 17 30 NW 1/4 OF NE 1/4 OF SW 1/4 PER OR 4539 PG 1570 & P ER OR 6372 PG 4144 PER OR 7438 PG 3596

700503000190

5 17 30 LOT 19 & LOT 20 EXC E 545 FT SCARLETT SUB PER OR 217 9 PG 55 & THAT PART OF LOTS 17 & 18 MEAS 26 FT ON E/L & 26.3 5 FT ON W/L SCARLETT SUB PER OR 4539 PG 1570 & PER OR 6372

700500000085

5-17-30 N 189 FT OF W 230.48 FT OF E 1/2 OF S 660 FT OF NE 1/4 OF SW 1/4 PER OR 2699 PG 0249 PER OR 6117 PG 2194 PER OR 6318 PG 1061

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

Section 3. Installation of improvements. The Developer shall install, at its own initial cost and expense (including engineering costs), all lines, pipes, manholes, lift stations, generators, RTU, machinery and other facilities which may be required on and off Developer's property to provide the buildings and occupants with water, wastewater or reuse service and to connect the property

to existing City facilities and systems. Upon completion, all off-site and onsite utility improvements shall be conveyed and dedicated to the City. The improvements to be constructed by the Developer off the Developer's property (off-site improvements) shall include:

- One water 8"x8"x8" wet tap with an 8" stainless steel tapping sleeve, 8" Gate Valve, and approximately 20 LF+/- of 8" C900 PVC or HDPE piping.
- One reclaim connection to a 4" inch stub out and approximately 290 LF+/- of 4" C900 PVC or HDPE piping, fittings, and one 4" Valve. A 3" master meter will be installed and turned over to the city to own and maintain. The City will own and be responsible for the reclaim system only up to the point of and including the reclaimed water master meter.
- Onsite improvements to be constructed by developer and dedicated to the City shall include all fire hydrants, all potable mains and services, and all sewer gravity lines, force main line, and Lift Station wet well Improvements at Lift Station #18.
- All Reclaimed water mains and services beyond the subdivision master meter connection will remain privately owned, operated and maintained in perpetuity by the Developer or its assigns.

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

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

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

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

Section 7. Conveyance of easements and improvements. The Developer shall at its expense grant to the City adequate transferable easements for water, sewer and reuse lines, for access to lift stations and water stations and related appurtenances as may be deemed necessary by the City.

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

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

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

Section 11. Connections subject to rates and fees. All connections to the water, wastewater and reuse systems shall be subject to the continuing operating rules and regulations of the City including, without limitation, the periodic payment of water, wastewater and reuse charges and fees as provided in the City's rate schedule, and payment of all deposits, meter charges and other fees, rates and charges, including development fees. The rates charged by the City for water, sewer, or reuse service shall be in accordance with its rate schedule, which shall be subject to change from time to time.

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

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

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

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

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

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

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

GC-DELAND LLC

Name: Kendall King

Title: Manager

CITY OF DELAND

Robert F. Apgar

Mayor - Commissioner

ATTEST:

Name: Anno Deloreno

Secretary AVP

Witness

Witness

ATTEST:

Julie A. Hennessy

City Clerk - Auditor

Witness

Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022 by Robert F. Apgar, Mayor-Commissioner of the City of DeLand, Florida who is ☐ personally known to me or ☐ who has produced, _____ as identification

Notary Public - State of Florida

Name: _____

My Commission expires: _____

Georgia
STATE OF FLORIDA
COUNTY OF Volusia DeKalb

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of April, 2022 by Kendall King, the Manager of Manchester Communities, LLC is ☐ personally known to me or ☐ who has produced, GC-DeLand, LLC as identification.

Whit Porter
Notary Public - State of Florida Georgia

Name: Whit Porter

My Commission expires: _____



**WESTSIDE INTERCEPTOR FORCE MAIN
CONCURRENCY AND FAIR SHARE AGREEMENT
FOR
MANCHESTER NEIGHBORHOOD**

This Westside Interceptor Force Main Concurrency and Fair Share Agreement (the "Agreement") is made and entered into this ____ day of _____, 2022, by and between the City of DeLand, Florida, a Chartered Florida Municipality located in Volusia County, Florida, ("City") and GC-DELAND, LLC, a Developer with its principal office located at 400 Galleria Pkwy, Suite 1130, Atlanta, Ga. 30339 ("Developer").

Tax Parcel ID. Numbers:
700500000076

5 17 30 S 1/2 OF NE 1/4 OF SW 1/4 EXC N 189 FT OF W 230.48 F T OF E 1/2 EXC RD & W 60 FT OF W 1/2 OF SE 1/4 OF SW 1/4 PER OR 2205 PG 34 & PER OR 6372 PG 4144 PER OR 8168 PG 3992

700500000078

5 17 30 NW 1/4 OF NE 1/4 OF SW 1/4 PER OR 4539 PG 1570 & P ER OR 6372 PG 4144 PER OR 7438 PG 3596

700503000190

5 17 30 LOT 19 & LOT 20 EXC E 545 FT SCARLETT SUB PER OR 217 9 PG 55 & THAT PART OF LOTS 17 & 18 MEAS 26 FT ON E/L & 26.3 5 FT ON W/L SCARLETT SUB PER OR 4539 PG 1570 & PER OR 6372

700500000085

5-17-30 N 189 FT OF W 230.48 FT OF E 1/2 OF S 660 FT OF NE 1/4 OF SW 1/4 PER OR 2699 PG 0249 PER OR 6117 PG 2194 PER OR 6318 PG 1061

RECITALS

WHEREAS, attached to this Concurrency and Fair Share Agreement ("Agreement"), are exhibits describing in greater detail the parties hereto, real property, Westside Force Main and Master Pump Station Impact Fee Surcharge Study and the sanitary sewer utility improvements which are referenced throughout this Agreement. The parties agree that all attached exhibits have been reviewed by the parties and their respective professional consultants, and all information set forth or otherwise referenced therein is deemed incorporated herein by reference; and

WHEREAS, unless otherwise stated, the Developer is the owner of the real property described in the attached Exhibit "A." Developer desires to permit, develop and, if appropriate, plat the real property for an approximately 19.5-acre residential subdivision (Manchester

Neighborhood); and, in addition to other requirements, is seeking to comply with the City's concurrency requirements for wastewater utilities; and

WHEREAS, the City would not have sufficient wastewater transmission lines in the vicinity of the Project without the installation of the Westside Interceptor Force Main such that the Project could not be built without the Westside Interceptor Force Main; and

WHEREAS, the Westside Interceptor Force Main, as more particularly described in the attached Exhibits, is required in order for the Project to meet minimum concurrency requirements for wastewater to support the proposed Project; and

WHEREAS, it would not be feasible for the Developer to install the entire Westside Interceptor Force Main at its sole expense; and

WHEREAS, the Westside Interceptor Force Main will provide sanitary sewer transmission capacity to other developments in the vicinity of the Project such that it is more practical and fair that the City install the Westside Interceptor Force Main and collect from the Developer only its fair share cost of the said Westside Interceptor Force Main; and

WHEREAS, the City is desirous of including the Concurrency Improvements described below in the City's Comprehensive Plan Capital Improvement Element in the next annual amendment; and

WHEREAS, the City and the Developer desire to enter into this Agreement in order to utilize the provisions of Section 163.3180(11) Florida Statutes (2005) to implement the "fair share" process.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and Developer, hereby agree as follows:

1. **Incorporation of Recitals.** The presumptions and facts stated above in the recitals are incorporated by reference herein and deemed by the parties to be true, correct and constitute a material part of this Agreement.
2. **Construction.** The City agrees to construct, or to have constructed, the Westside Interceptor Force Main in accordance with the plans and specifications for the said project, which plans may be amended from time to time in the normal course of construction. Construction of the Westside Interceptor Force Main will commence and be complete to meet concurrency requirements, unless delay is caused for reasons outside of City's control, in which case construction will commence or recommence as soon as is reasonably practical. For purposes of this Agreement, "reasons outside of City's control" shall mean: delays or stoppage caused by acts of God, war, inability to obtain labor or materials or reasonable substitutes therefore, inability to receive governmental permits and approvals newly enacted governmental regulations or controls, the application of existing regulations

or controls in a manner which City could not have foreseen or other similar matters or causes.

3. **Payment of Fair Share Assessment Amount.** In connection with the City's construction of the Westside Interceptor Force Main and as a requirement for receiving preliminary plat approval for the Project(s), Developer shall pay to the City a fair share assessment, ("Fair Share Payment"). The Fair Share Payment shall be an amount determined by multiplying the number of lots/units in the subdivision or equivalent residential units for a non-residential project times \$899.00 which is the per residential dwelling unit determined by the Westside Force Main and Master Pump Impact Fee Surcharge Study attached hereto as Exhibit "B". For this project, the number of equivalent residential units is mutually agreed to be 156. The Developer shall be required to make payment for the total amount of its Fair Share Payment at the time of approval of the preliminary plat or site plan for the Project, and must be received by the City prior to issuance of any development permits by the City. The requirement to make the Fair Share Payment shall be deemed to be a condition of approval of the preliminary plat or site plan for the project, regardless of whether any resolution or other action of the City evidencing approval of the preliminary plat or site plan specifically references such condition. In the event that the actual number of lots approved by way of approval of the final plat exceeds those approved in preliminary plat, then Developer shall pay, as a condition of approval of the final plat, the additional fee for those lots, or be entitled to a refund, as the case may be.
4. **Vested Rights in Wastewater Concurrency.** The City agrees that by paying the City the Fair Share Payment, and by receiving a Development Order for the Project, Developer will be deemed to have satisfied the City's wastewater concurrency requirements for the Project and that the Project shall be fully vested with wastewater concurrency for purposes of development and related Project construction, subject only to the requirement to pay sewer impact fees which become due and payable in accordance with the City's wastewater impact fee ordinance, as the same may be amended from time to time.
5. **No Entitlement to Impact Fee Credits.** Nothing herein is intended to entitle the Developer to any credit toward, or to otherwise reduce its obligation to pay sewer impact fees pursuant to the City's sewer impact fee ordinance, as the same may be amended from time to time.
6. **Miscellaneous.**
 - A. **Attorney's Fees.** In the event of litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to collect from the other party reasonable attorney's fees and costs of suit.
 - B. **Venue and Choice of Law.** In the event of litigation regarding the terms of this Agreement or documents executed as a result of this Agreement, venue of the action shall be in Volusia County and Florida law shall apply. Trial shall be non-jury for any issues subject to trial.

C. Waiver. The waiver by a party of any terms or conditions of this Agreement or any breach hereof shall not constitute a waiver of any other term or condition or any subsequent breach of this Agreement.

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

E. Construction of Contract. The parties hereto agree that they have all participated in the drafting of this Agreement. Therefore, the presumption that any ambiguity or vagueness in the construction of this Agreement shall be construed against the drafter shall not apply. The terms and provisions of the Agreement shall be applied equally to each party and the interpretation of the Agreement shall be guided by the express intent of the parties as determined by the overall effect of the provisions herein.

G. Amendments. Amendment to this Agreement shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied (but excluding the record title property owners for land that is unaffected by the amendment), and the City. Before amending this Agreement, the City shall conduct at least one public hearing. At the City's option, one of these public hearings may be held by the City Planning Board.

i. Notice of intent to consider an amendment to this Agreement shall be published by the City at the Developer's expense in a newspaper of general circulation and readership in Volusia County, Florida.

ii. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(c), Florida Statutes (2005), as amended from time to time.

iii. Notices of intent to consider an amendment shall specify the location of the Property subject to the proposed amendment, the nature of the proposed amendment and such other information as the City Staff shall reasonably deem pertinent and appropriate.

iv. All notices shall specify a place where a copy of the proposed amendment can be obtained.

H. Conflicts. Developer agrees to be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.

I. Recording. This Agreement shall be recorded by the City in the Public Records of Volusia County, Florida.

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

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

IN WITNESS WHEREOF, the parties affix their signatures and seals on the dates set forth below:

WITNESSES:

CITY OF DELAND, a Florida
Municipal Corporation

Printed Name: _____

By: _____
Robert F. Apgar, Mayor

Printed Name: _____

Printed Name: _____

Attest: _____
Julie A. Hennessey, City Clerk

Printed Name: _____

Date: _____

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Robert F. Apgar and Julie A. Hennessey, as Mayor and City Clerk, respectively, of the City of DeLand, a Florida municipality, on behalf of the City. They are personally known to me or have produced as _____ identification.

Notary Public, State of Florida at Large Commission Number

WITNESSES:

Jane Blair Myers
Printed Name: Jane Blair Myers
[Signature]
Printed Name: Lee Covin

[Signature]
Printed Name: Ryan Steen

[Signature]
Printed Name: Rachel Hubbard

GC-DELAND LLC, a Florida Developer:

By: [Signature]
Kendall King
Title: Manager

Attest: [Signature]
Name/Title: Anne Delorenzo - AVP

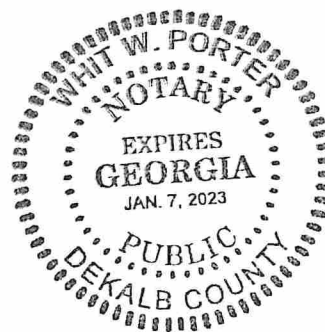
Date: 4/18/2022

STATE OF Georgia
COUNTY OF DeKalb

The foregoing instrument was acknowledged before me this 18 day of April, 2022, by ~~Howard Lefkowitz~~ and Kendall King, in their respective official capacities as Manager and [Signature], respectively, on behalf of ~~Manchester Communities, LLC a Florida Developer~~. They are ☒ personally known to me, or ☐ have produced _____ as identification.

GC-Deland, LLC

NOTARY PUBLIC:
[Signature]
Notary Public, State of _____ at Large
Seal, Term Expiration and Commission Number



CITY OF DELAND
Request for Commission Action
May 2, 2022

SUBJECT: Consideration re Award of Bid for Spec Martin Sports Complex Foundation Stabilization Phase 1.

DEPARTMENT: Parks & Recreation

PREPARED BY: rick hall, P&R Director

ATTACHMENTS: B-22-15 Tabulation

APPROVED BY: Michael Pleus, City Manager, April 27, 2022

SUMMARY/HIGHLIGHT:

The spec martin bid under consideration will perform several stop gap repairs of the stadium. The repairs fall into two major categories, which are the re-caulking of all of the concrete joints in the grand stands and sub-service soil stabilization at approximately 20+ locations addressing voids that have formed in and around the stadium property. These voids are causing failure of sidewalks and undermining of portions of the grandstands and walkways. Once complete these phase I repairs will work to protect the facility from further deterioration until major repairs and/or replacement of the facility can be designed and funded. In March, 2022, the subject project was advertised via the internet based Demandstar and the local newspaper. Bids were received from one vendor and the results from the Bid are presented in the attached bid tabulation.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Facilities and Infrastructure.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Alpha Foundations bid the project at \$114,804.00. This cost is slightly higher than estimated. However, there are funds available in the General Fund capital reserves to cover all project costs.

RECOMMENDATION:

Staff recommends that the Commission approve Award of Bid to Alpha Foundations in the amount of \$114,804.00.

BACKGROUND/DISCUSSION:

Spec Martin Stadium has shown its age over the past several years and is in need of a large capital project to perform life-cycle repairs and investments in the coming years. This Phase I scope is performing some of the more urgent repairs to protect further deterioration of the stadium until the larger rehabilitation project is funded.



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

BID TABULATION SHEET

Bid Title: Spec Martin Sports Complex Foundation Stabilization Phase 1

Bid No: B-22-15

OPENING DATE & TIME: April 14, 2022 @ 3:00 PM

POSTING DATE: April 18, 2022

POSTED BY: Corey McMillen

Vendor	Vendor City/State	Total
Alpha Foundations	Apopka, FL	\$114,804.00

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

CITY OF DELAND
Request for Commission Action
May 2, 2022

SUBJECT: Resolution of Necessity (Authorizing an Eminent Domain Action); Property Acquisition for the Expansion, Upgrading and Improvement of the Utility Plant Complex and Facilities Including, but not Limited to the Water Reclamation Facility.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Resolution of Necessity, Volusia County Property Appraiser's Office-702102000050, Volusia County Property Appraiser's Office-702102000052, Volusia County Property Appraiser's Office-702102000060, Volusia County Property Appraiser's Office-702102000061, 220415 Signed, 22059-CP1-CP1, 22059-CP1-CP1-NO AERIAL

APPROVED BY: Michael Pleus, City Manager, April 28, 2022

SUMMARY/HIGHLIGHT:

The adoption of the attached resolution as a resolution of necessity (authorizing an eminent domain action) is being proposed for approval by the City Commission. The action relates to property acquisition for the expansion, upgrading and improvement of the utility plant complex and facilities including, but not limited to, the water reclamation facility and utility administration building.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The properties will be acquired for fair market value for the property, which based upon the current appraisals are \$155,000.

RECOMMENDATION:

City staff recommends that the City Commission approve the attached resolution as a resolution of necessity (authorizing an eminent domain action) pertaining to real property acquisition which is necessary for the expansion, upgrading and improvement of the utility plant complex and facilities including, but not limited to, the Water Reclamation Facility.

BACKGROUND/DISCUSSION:

Eminent domain, sometimes referred to as condemnation, is the government's power to take private property. This power requires the government to prove that the taking is for a public purpose, such as for roads and utility

facilities, and to pay fair compensation to the landowner. In Florida, eminent domain power can be exercised by the State, county and municipal governments, agencies such as school districts, the Florida Department of Transportation, railroad companies and utility companies. The City, of course, is vested with the power. Many constitutional principles of law underpin eminent domain actions.

The steps, under controlling Florida law, in the property acquisition process using eminent domain in the context of the City's needed property acquisitions are as follows:

1. City Announces Project and Determines What Lands Will Be Acquired.

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. The parcels needed, at this time by the City, are listed in the attached resolution. The parcels will be referred to herein as the Williams parcels.

2. City Appraises Property to Be Taken.

After identifying the Williams parcels of land as being needed to complete the project, the City has obtained appraisals from Doyle Appraisal Services, Inc. of DeLand, who has determined the value of the land and all improvements located on the land (e.g. buildings, fences) for the parcels. Severance damages are not arising in these acquisitions and there are no business damages applicable as to the property being acquired. Thus, those elements of compensation are not necessary to discuss as to this matter.

3. City Makes Offer to Property Owner.

The Williams parcels must be acquired by means of the filing of an eminent domain action essentially as a result of the status of title being in a complex conditions resulting from a series un-probated estates. Nevertheless, a formal offer to purchase the property for the appraised value must be made before filing the lawsuit and a period of time must elapse for the property owner to evaluate the actions of the City. The City will make such an offer to those persons named in the records of the Volusia County Property Appraiser and in an heirs search, if accomplished in a timely manner. In this case, an attorney ad litem will, however, ultimately, need to be appointed by the Court to represent the property owner as the land's title is enmeshed in a complex web of un-probated estates. Thus, the negotiation period with the property owner and the provision of the City's appraisal and construction documents to the property will, necessarily, occur after the filing of the lawsuit and the appointment of the attorney ad litem although that normatively occurs, in earnest, prior to the filing of the lawsuit.

4. Commencing Condemnation Proceeding.

The City will need to file an eminent domain proceeding in the Circuit Court to acquire the Williams parcels. The lawsuit will be filed to obtain what is known as a "quick take" which means that the City deposits a good faith estimate of value based upon a valid appraisal report and receives title to the property by entry of an order of the Court. This process is needed as the City is on a timeline to complete its project. The property owner(s) may withdraw the deposit while the lawsuit continues with the lawsuit focused on the amount of compensation due the property owner(s). If not settled, a jury of 12-persons decides eminent domain actions. The "quick take" process is the procedure that is used when time is essential on for a project. In a "quick" taking, the City first acquires ownership of the property needed for the project, and is bound to pay whatever value a jury sets on the lands taken if the City and landowner are unable to agree on a price in negotiations.

A "slow" taking is a longer procedure and the City would not actually acquire the property until after it is appraised and purchased through negotiations or, if the value is challenged, until the value of the property is

established by a jury trial. Under a “slow” taking, the City retains the option to change its mind and not acquire the property which is the subject of the proceeding if it determines that it is not satisfied with the results of the trial.

In both the “slow” and “quick” take processes, at the end of any eminent domain case, Florida law requires the City to pay all attorney’s fees and costs of the property owner including, but not limited to, reasonable appraisal fees and, when business damages are compensable, reasonable accountant’s fees, all as agreed to by the parties or assessed by the Court. Prior to instituting litigation, the City must notify the property owners of statutory rights regarding the cost of the proceedings.

The provisions of the attached resolution authorize the City Attorney and City staff to implement the provisions of Florida law in a cost effective and prudent manner in order to take all necessary actions to acquire the property needed for the City’s project.

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, VOLUSIA COUNTY, FLORIDA, ESTABLISHING A NEED FOR ACQUISITION IN FEE SIMPLE FOR CERTAIN PARCELS OF LAND LOCATED PROXIMATE TO CITY'S UTILITY FACILITIES INCLUDING, BUT NOT LIMITED TO THE WATER RECLAMATION FACILITY, ADMINISTRATION BUILDINGS AND OTHER CITY PROPERTY SAID PARCELS LOCATED ON EAST HAVEN ROAD; ESTABLISHING THE UTILIZATION OF FLORIDA LAW; PROVIDING FOR AUTHORIZATION OF THE CITY ATTORNEY TO NEGOTIATE AND FILE AN EMINENT DOMAIN ACTION AS NECESSARY TO ACQUIRE THE PARCELS NEEDED BY THE CITY PROJECT AND TO TAKE OTHER NECESSARY ACTIONS; PROVIDING FOR EXHIBITS; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of DeLand intends to expand, upgrade and improve its utility plant complex and facilities including, but not limited to the Water Reclamation Facility, for the purposes of enhancing and providing necessary public purposes and utility services and to otherwise benefit of the citizens of the City in order to provide effectual and effective municipal services and governance; and

WHEREAS, the constitutional home rule powers of the City of DeLand, and other applicable and controlling law including, but not limited to, Chapter 166, *Florida Statutes*, vests authority in the City, and the obligation of the City, to provide municipal services to the citizens, residents and property owners of the City; and

WHEREAS, the City Commission of the City of DeLand desires to accomplish the goals, objectives and policies of its *Comprehensive Plan* and provide high quality facilities and services all for the benefit of the citizens, residents and property owners of the City; and

WHEREAS, the City Commission of the City of DeLand desires to utilize the provisions of Florida law to the fullest extent possible in order to accomplish the public purpose of acquiring necessary land for the purposes of providing municipal public services with the acquisition of the property being at a price that is both fair to the property owner(s) and prudent in terms of spending the tax revenues and other public funds which fund the facilities of the City and improvements and upgrades to the City's facilities and plants; and

WHEREAS, the City Commission of the City of DeLand hereby determines that the actions taken herein are consistent with the goals, policies and objectives of the *City of DeLand Comprehensive Plan* and other applicable controlling law; and

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

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

Section 1. Recitals.

The above recitals are hereby adopted as findings and incorporated into the text of this Resolution as legislative and administrative findings of the City Commission of the City of DeLand.

Section 2. Real Property Needed.

(a). The acquisition of the lands needed for City purposes as set forth in the recital are described as follows:

PARCEL 1:

THE WEST 1/2 OF LOT 6, LESS AND EXCEPT THE WESTERLY PORTION THEREOF OCCUPIED BY SOUTH AMELIA AVENUE, ACCORDING TO THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE, LOCATED IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, RECORDED IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THIS DESCRIPTION DESCRIBES THE LANDS IDENTIFIED IN OFFICIAL RECORDS BOOK 3766 PAGE 2062.

DESCRIBED AS FOLLOWS:

FOR A **POINT OF REFERENCE**, BEGIN AT THE NORTH 1/4 CORNER OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OCCUPIED BY A 2 INCH IRON PIPE WITH NO IDENTIFICATION, IN THE ASPHALT ROAD; THENCE S01°03'28"E, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE WEST LINE HIRAM WATERS, MAP BOOK 3, PAGE 25, A DISTANCE OF 848.72 FEET TO THE NORTHWEST CORNER OF LOT 6, SAID HIRAM WATERS GROVE; THENCE DEPARTING SAID WEST LINE N89°51'00"E, ALONG THE SOUTHERLY LINE OF LOT 5, SAID HIRAM WATERS GROVE AND THE WESTERLY PROJECTION OF THE SOUTH LINE OF THE

LANDS DESCRIBED IN THE FOLLOWING OFFICIAL RECORDS BOOKS AND PAGES: 4262/2015, 1893/0720, 5694/2672, AND 3987/0178, A DISTANCE OF 31.09 FEET TO THE EASTERLY RIGHT OF WAY OF SOUTH AMELIA AVENUE AND THE **POINT OF BEGINNING**; THENCE CONTINUE ALONG SAID SOUTH LINE OF LOT 5, N89°51'00"E, A DISTANCE OF 300.65 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID LOT 5; THENCE S00°55'48"E, ALONG THE WEST LINE OF THE EAST 1/2 OF SAID LOT 6, A DISTANCE OF 205.75 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID LOT 6; THENCE S89°56'35"W, ALONG THE NORTH LINE OF LOT 7, OF SAID HIRAM WATERS GROVE A DISTANCE OF 303.93 FEET TO THE EASTERLY LINE OF THE RIGHT OF WAY OF SOUTH AMELIA AVENUE AS NOW OCCUPIED; THENCE N00°00'58"W, ALONG SAID RIGHT OF WAY A DISTANCE OF 205.24 FEET TO THE **POINT OF BEGINNING**.

THIS PARCEL CONTAINS 1.426 ACRES, MORE OR LESS.

PARCEL 2:

THE EAST 1/2 OF LOT 6, AND THE EAST 1/2 OF THE SOUTH 108.00 FEET OF LOT 5, LESS AND EXCEPT THE WEST 80.00 FEET AND THE EASE 80.00 FEET OF SAID LOT 5, ACCORDING TO THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE, LOCATED IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, RECORDED IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THIS DESCRIPTION DESCRIBES THE LANDS IDENTIFIED IN OFFICIAL RECORDS BOOK 1893 PAGE 0720.

DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE NORTH 1/4 CORNER OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OCCUPIED BY A 2 INCH IRON PIPE IN THE ASPHALT ROAD; THENCE S01°03'28"E, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE WEST LINE HIRAM WATERS, MAP BOOK 3, PAGE 25 A DISTANCE OF 848.72 FEET TO THE NORTHWEST CORNER OF LOT 6, SAID HIRAM WATERS GROVE; THENCE DEPARTING SAID WEST LINE N89°51'00"E ALONG THE SOUTHERLY LINE OF LOT 5, SAID HIRAM WATERS GROVE AND THE WESTERLY PROJECTION OF THE SOUTH LINE OF THE LANDS DESCRIBED IN THE FOLLOWING OFFICIAL RECORDS BOOKS AND PAGES: 4262/2015, 1893/0720, 5694/2672, AND 3987/0178, A DISTANCE OF 331.74 FEET TO THE SOUTHWEST CORNER OF THE EAST ½ OF SAID LOT 5, AND THE POINT OF BEGINNING; THENCE

CONTINUE ALONG SAID SOUTH LINE OF LOT 5, N89°51'00"E, A DISTANCE OF 80.01 FEET TO THE SOUTHEAST CORNER OF THE WEST 80.00 FEET OF THE EAST 1/2 OF SAID LOT 5; THENCE N00°55'48"W, ALONG THE EAST LINE OF THE WEST 80.00 FEET OF THE EAST 1/2 OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE NORTHEAST CORNER OF THE EAST LINE OF THE WEST 80.00 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE N89°51'00"E, ALONG THE NORTH LINE OF THE SOUTH 108.00 FEET OF SAID LOT 5, A DISTANCE OF 171.97 FEET TO THE NORTHWEST CORNER OF THE EAST 80 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE S00°48'10"E, ALONG THE WEST LINE OF THE EAST 80.00 FEET OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE SOUTHWEST CORNER OF THE EAST 80.00 FEET OF SAID LOT, 5; THENCE N89°51'00"E, ALONG THE AFORESAID SOUTH LINE OF LOT 5, A DISTANCE OF 80.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5, AND THE WESTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5166 PAGE 3678; THENCE S00°48'10"E, ALONG THE EASTERLY LINE OF SAID LOT 6, AND SAID WEST LINE RECORDED IN OFFICIAL RECORDS BOOK 5166 PAGE 3678 DISTANCE OF 206.28 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE S89°56'35"W, ALONG THE NORTH LINE OF LOT 7, OF SAID HIRAM WATERS GROVE A DISTANCE OF 331.29 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 6; THENCE N00°55'48"W, ALONG THE EAST LINE OF THE WEST 1/2 OF SAID LOT 6, A DISTANCE OF 205.75 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 1.994 ACRES, MORE OR LESS.

PARCEL 4:

THE WEST 80.00 FEET OF THE EAST 1/2 OF LOT 5, ACCORDING TO THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE, LOCATED IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, RECORDED IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THIS DESCRIPTION DESCRIBES THE LANDS IDENTIFIED IN OFFICIAL RECORDS BOOK 5694 PAGE 2672.

DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE NORTH 1/4 CORNER OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OCCUPIED BY A 2 INCH IRON PIPE WITH NO IDENTIFICATION, IN THE ASPHALT ROAD; THENCE S01°03'28"E,

ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE WEST LINE HIRAM WATERS, MAP BOOK 3, PAGE 25 A DISTANCE OF 848.72 FEET TO THE NORTHWEST CORNER OF LOT 6, SAID HIRAM WATERS GROVE; THENCE DEPARTING SAID WEST LINE N89°51'00"E ALONG THE SOUTHERLY LINE OF LOT 5, SAID HIRAM WATERS GROVE AND THE WESTERLY PROJECTION OF THE SOUTH LINE OF THE LANDS DESCRIBED IN THE FOLLOWING OFFICIAL RECORDS BOOKS AND PAGES: 4262/2015, 1893/0720, 5694/2672, AND 3987/0178, A DISTANCE OF 331.74 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 SAID LOT 5, AND THE POINT OF BEGINNING; THENCE N00°55'48"W, ALONG EAST LINE OF THE WEST 1/2 OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE NORTHWEST CORNER OF THE SOUTH 108.00 FEET OF THE EAST 1/2 OF SAID LOT 5; THENCE N89°51'00"E, ALONG THE NORTH LINE OF THE SOUTH 108.00 FEET OF SAID LOT 5, A DISTANCE OF 80.01 FEET TO THE NORTHEAST CORNER OF THE WEST 80.00 FEET OF THE SOUTH 108.00 FEET OF THE EAST 1/2 OF LOT 5; THENCE S00°55'48"E, ALONG THE EAST LINE OF THE WEST 80.00 FEET OF THE EAST 1/2 OF SAID LOT 5, A DISTANCE OF 108.01 TO SOUTHEAST CORNER OF THE WEST 80 FEET OF THE EAST 1/2 OF SAID LOT 5; THENCE S89°51'00"W, ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 80.01 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 0.198 ACRES, MORE OR LESS.

PARCEL 5:

THE EAST 80.00 FEET LESS THE EAST 20.00 FEET OF LOT 5 , ACCORDING TO THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE, LOCATED IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, RECORDED IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THIS DESCRIPTION DESCRIBES THE LANDS IDENTIFIED IN OFFICIAL RECORDS BOOK 398 PAGE 0178.

DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE NORTH 1/4 CORNER OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OCCUPIED BY A 2 INCH IRON PIPE WITH NO IDENTIFICATION, IN THE ASPHALT ROAD; THENCE S01°03'28"E, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE WEST LINE HIRAM WATERS, MAP BOOK 3, PAGE 25 A DISTANCE OF 848.72 FEET TO THE NORTHWEST

CORNER OF LOT 6, SAID HIRAM WATERS GROVE; THENCE DEPARTING SAID WEST LINE N89°51'00"E ALONG THE SOUTHERLY LINE OF LOT 5, SAID HIRAM WATERS GROVE AND THE WESTERLY PROJECTION OF THE SOUTH LINE OF THE LANDS DESCRIBED IN THE FOLLOWING OFFICIAL RECORDS BOOKS AND PAGES: 4262/2015, 1893/0720, 5694/2672, AND 3987/0178, A DISTANCE OF 583.47 FEET TO THE SOUTHWEST CORNER OF THE EAST 80.00 FEET SAID LOT 5, AND THE POINT OF BEGINNING; THENCE N00°48'10"W, ALONG THE WEST LINE OF THE EAST 80.00 FEET OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE NORTHWEST CORNER OF THE EAST 80.00 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE N89°51'00"E, ALONG THE NORTH LINE OF THE SOUTH 108.00 FEET OF SAID LOT 5, A DISTANCE OF 60.00 FEET TO THE NORTHWEST CORNER OF THE EAST 20.00 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE S00°48'10"E, ALONG THE WEST LINE OF THE EAST 20.00 FEET OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE SOUTHWEST CORNER OF THE EAST 20.00 FEET OF SAID LOT 5; THENCE S89°51'00"W, ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 0.149 ACRES, MORE OR LESS

Volusia County Tax Parcel Identification Numbers: 702102000050, 702102000052, 702102000060 and 702102000061. Located On East Haven Road. Sketch and Description issued by Sliger & Associates, Inc., Professional Land Surveyors, dated March 25, 2022, Job Number 22-041, is attached hereto.

(b). The Volusia County Property Appraiser's tax parcel printouts relating to the real property and the legal descriptions and sketches that are attached hereto as an exhibits and are hereby ratified and confirmed as part of this Resolution.

(c). Pages of engineering documents relating to the upgrading and improvement of the City's utility plant complex and facilities including, but not limited to the Water Reclamation Facility, are attached hereto as exhibits and are hereby ratified and confirmed as part of this Resolution.

(d). The said lands are found to be necessary to be acquired in fee simple for City purposes and the City Commission of the City of DeLand hereby finds and determines that the acquisition of the parcels is necessary for and serves a City purpose and a public purpose.

Section 3. Invocation of Eminent Domain Authority; Powers to Implement.

The City Attorney, and his associated legal counsel, are hereby authorized and directed to negotiate for the acquisition of the real property described herein and, if necessary, institute a suit or suits in the name of the City of DeLand and fully exercise the City of DeLand's power of eminent domain for the purpose of acquiring the parcels described in Section 2 of this Resolution and in the documents attached hereto in fee simple. The City Attorney, and his associated legal counsel, are further authorized and directed to do all things necessary to prosecute such suit or suits to final judgment by settlement or adjudication. In pursuit of such authorization and direction, the City Attorney's Office is specifically authorized to sign and file a Declaration of Taking in order that the City of DeLand may avail itself of the provisions of *Chapter 74, Florida Statutes*, and is further authorized to accomplish the acquisition of the parcels by settlement and compromise at such terms that it may deem advisable under the circumstances of the litigation in those instances where same can be effected in accordance with the terms, conditions and limitations if any may be established from time-to-time by the City Commission of the City of DeLand. The City Attorney, and his associated legal counsel, are further authorized and directed to utilize and assert any and all constitutional and statutory authority of the City of DeLand and the City Commission of the City of DeLand relative to the acquisition of the subject parcels including, but not limited to, the provisions of *Chapters 73, 74 and 166, Florida Statutes*. The City Attorney, and his associated legal counsel, are further authorized to procure such litigation services, goods and materials as may be necessary to further the City's goals and objectives as set forth herein.

Section 4. Negotiations.

Prior to or after the institution of any suit filed by the City Attorney, and his associated legal counsel, the City Attorney, or his designee, is authorized to negotiate for the purchase and sale of any of the real property described in Section 2 and the documents attached to this Resolution at a value consistent with the authority granted by the City Commission of the City of DeLand and to bring back for execution by the Mayor or, in his absence, the Vice Mayor, without further City Commission action, an Agreement to consummate the sale to the City of DeLand at an amount not to exceed the fair market value of the highest appraisal received, or to bring to the City Commission of the City of DeLand offers from owners in excess of the authority granted.

Section 5. Implementing administrative actions.

The City Manager, City Clerk and City Attorney are hereby generally authorized to take any and all actions necessary and appropriate to implement the provisions of this Resolution to include, but not be limited to, the approval and execution of procurement documents relating to the procurement of goods and services necessary to implement the provisions of this Resolution.

Section 6. Savings.

All prior actions of the City Commission relating to the City's utility plant facilities and projects, any associated property acquisition and any and all related activities are hereby ratified and affirmed.

Section 7. Conflicts.

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

Section 8. Severability.

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

Section 9. Effective Date.

This Resolution shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED this 2nd day of May, 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy, MMC
City Clerk - Auditor

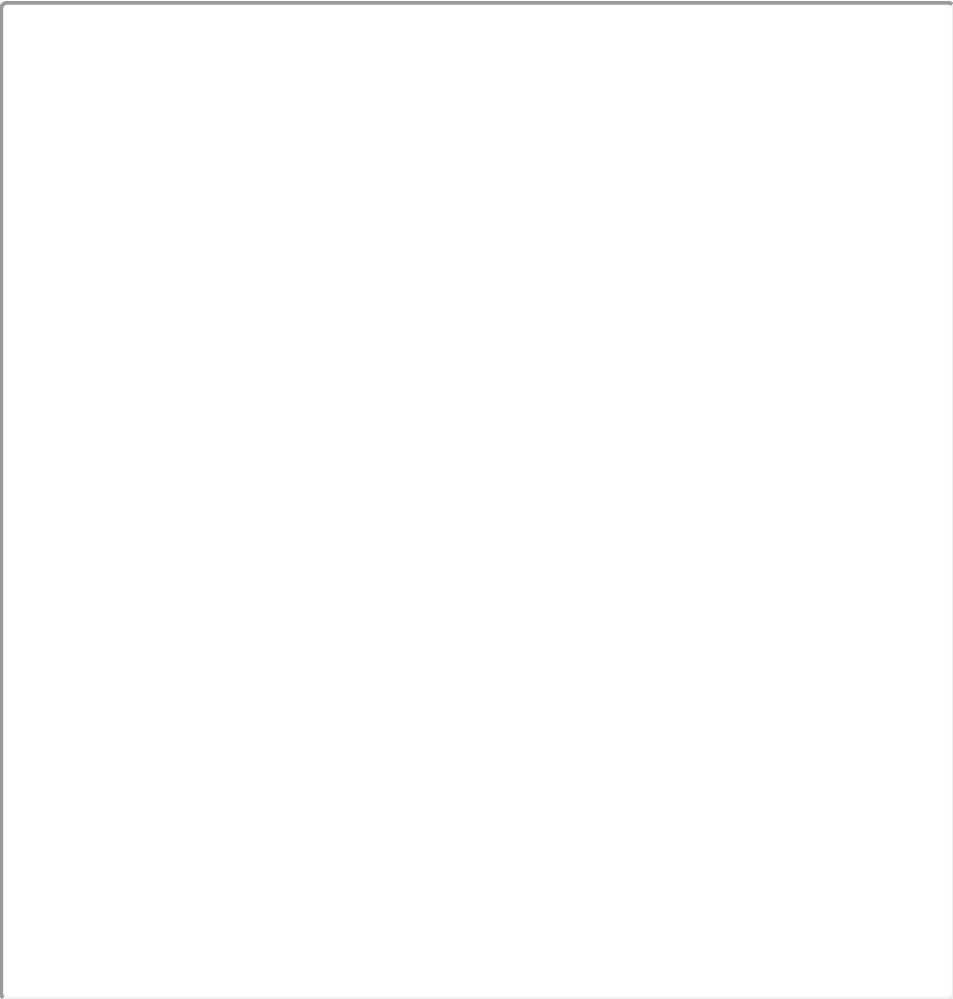
APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

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Alternate Key: 2293233
Parcel ID: 702102000050
Township-Range-Section: 17 - 30 - 21
Subdivision-Block-Lot: 02 - 00 - 0050
Physical Address: HAVEN RD, DELAND 32724
Business Name:
Owner(s): WILLIAMS JENNA EVON - TIC - Tenancy in Common - 20
WILLIAMS PATRICIA ELVIRA - TIC - Tenancy in Common - 20
WARD MILDRED ELAINE - TIC - Tenancy in Common - 20
WILSON EVELYN - TIC - Tenancy in Common - 20
KHAN BARBARA ANN - TIC - Tenancy in Common - 20
Mailing Address On File: 320 E HAVEN RD
DELAND FL 32724
[Update Mailing Address](#)
Building Count: 0
Neighborhood: 1551 - CLARK HARPERS SUB
[Neighborhood Sales](#)
Subdivision Name: ASSESSORS SUB MB 16 PG 29
Property Use: 0000 - VACANT RES
Tax District: 012-DELAND
2021 Final Millage Rate: 20.5429
Homestead Property: No - [Apply for Homestead Online](#)
Agriculture No - [Additional Information](#)
Classification:
Short Description: 21 17 30 W 60 FT OF E 80 FT OF S 108 FT OF E 1/2 OF LOT 5 SU B NW 1/4 OF NE 1/4 PER OR 5040 PG 3930 PER OR 7897 PG 1846 P ER OR 7908 PG 0496



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

21 17 30 W 60 FT OF E 80 FT OF S 108 FT
OF E 1/2 OF LOT 5 SUB NW 1/4 OF NE 1/4
PER OR 5040 PG 3930 PER OR 7897 PG
1846 PER OR 7908 PG 0496

Millage Group

012

Township-Range-
Section

17 - 30 - 21

Subdivision-
Block-Lot

02 - 00 - 0050

Date
Created

18-
DEC-81

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Alternate Key:

Parcel ID:

Township-Range-Section:

Subdivision-Block-Lot:

Physical Address:

Business Name:

Owner(s):

2293250

702102000052

17 - 30 - 21

02 - 00 - 0052

E HAVEN RD, DELAND 32724

WILLIAMS JENNA EVON - TIC - Tenancy in Common - 6.67
PATTERSON MINNIE - TIC - Tenancy in Common - 16.67
WILLIAMS GEORGE R - TIC - Tenancy in Common - 16.67
WILLIAMS DOROTHY - TIC - Tenancy in Common - 16.67
JENKINS LAWRENCE - TIC - Tenancy in Common - 8.33
JENKINS WILLIAM THOMAS - TIC - Tenancy in Common - 8.33
WILLIAMS PATRICIA ELVIRA - TIC - Tenancy in Common - 6.67
WARD MILDRED ELAINE - TIC - Tenancy in Common - 6.67
WILSON EVELYN - TIC - Tenancy in Common - 6.66
KHAN BARBARA ANN - TIC - Tenancy in Common - 6.66

Mailing Address On File:

320 E HAVEN RD
DELAND FL 32724

[Update Mailing Address](#)

Building Count:

Neighborhood:

Subdivision Name:

Property Use:

Tax District:

2021 Final Millage Rate:

Homestead Property:

Agriculture

Classification:

0

1551 - CLARK HARPERS SUB
[Neighborhood Sales](#)

ASSESSORS SUB MB 16 PG 29

0000 - VACANT RES

100-UNINCORPORATED - WESTSIDE

19.7083

No - [Apply for Homestead Online](#)

No - [Additional Information](#)

Short Description:

21 17 30 W 80 FT OF S 108 FT OF E
1/2 OF LOT 5 SUB NW 1/4 OF
NE 1/4 INC PER OR 4151 PG 4051
PER OR 5694 PG 2672 PER OR 7
897 PG 1846 PER OR 7908 PG 0496

Values & Exemptions



Property Description

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Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
21 17 30 W 80 FT OF S 108 FT OF E 1/2 OF LOT 5 SUB NW 1/4 OF NE 1/4 INC PER OR 4151 PG 4051 PER OR 5694 PG 2672 PER OR 7897 PG 1846 PER OR 7908 PG 0496	100	17 - 30 - 21	02 - 00 - 0052	18-DEC-81

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Careers	Sales Search	Mortgage Letter	
	Search By Map	Report Exemption Fraud	
	Tutorials	Secure HR File Upload	

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- [Print](#)

Alternate Key:

Parcel ID:

Township-Range-Section:

Subdivision-Block-Lot:

Physical Address:

Business Name:

Owner(s):

Mailing Address On File:

Building Count:

Neighborhood:

Subdivision Name:

Property Use:

Tax District:

2021 Final Millage Rate:

Homestead Property:

Agriculture

Classification:

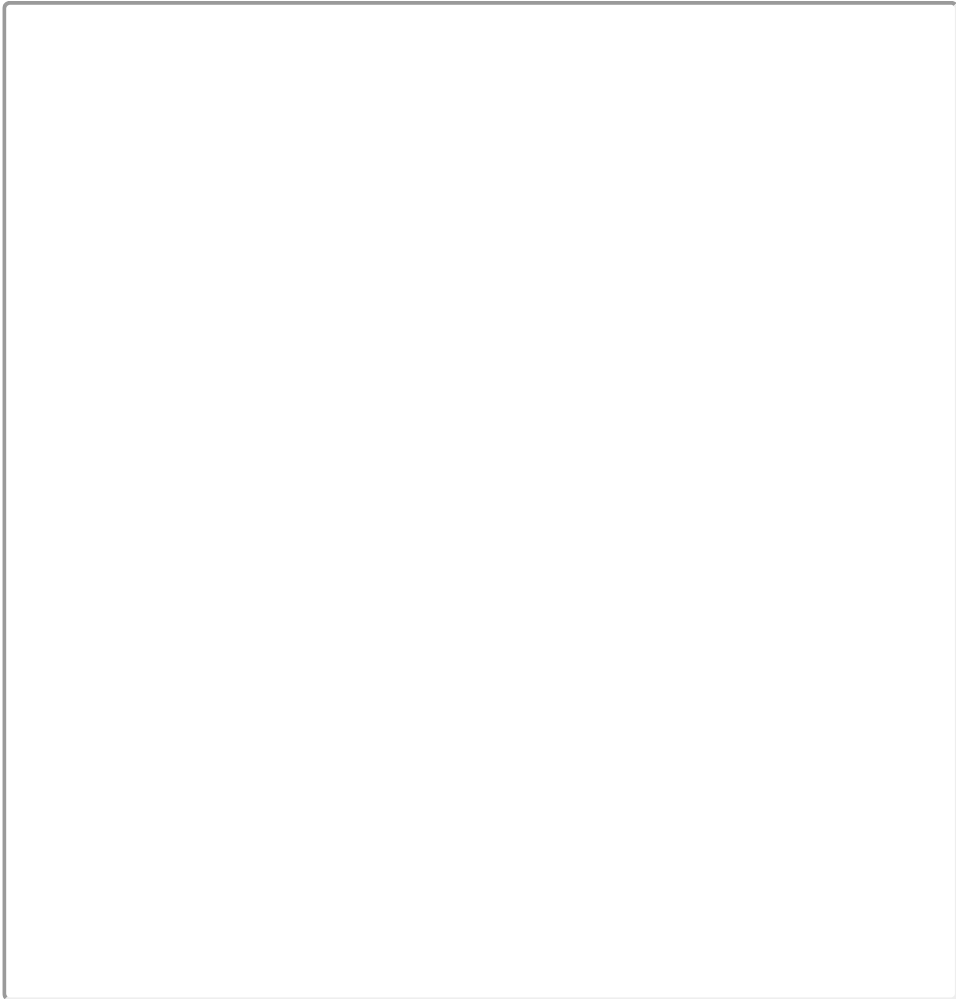
Short Description:

2293292
702102000060
17 - 30 - 21
02 - 00 - 0060
E HAVEN RD, DELAND 32724

WILLIAMS JENNA EVON - TIC - Tenancy in Common - 20
WILLIAMS PATRICIA ELVIRA - TIC - Tenancy in Common - 20
WARD MILDRED ELAINE - TIC - Tenancy in Common - 20
WILSON EVELYN - TIC - Tenancy in Common - 20
KHAN BARBARA ANN - TIC - Tenancy in Common - 20
320 E HAVEN RD
DELAND FL 32724
[Update Mailing Address](#)

0
1551 - CLARK HARPERS SUB
[Neighborhood Sales](#)
ASSESSORS SUB MB 16 PG 29
0000 - VACANT RES
100-UNINCORPORATED - WESTSIDE
19.7083
No - [Apply for Homestead Online](#)
No - [Additional Information](#)

21 17 30 E 1/2 OF LOT 6 & E 170 FT OF W 250 FT OF LOT 5 WATE RS GROVE SUB NW 1/4 OF NE 1/4 MB 16 PG 29 PER OR 1893 PG 07 20 PER OR 7897 PG 1846 PER OR 7908 PG 0496



- Values & Exemptions
- Land & Buildings
- Sales
- Legal
- Property Tax Bill

Property Description

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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 E 1/2 OF LOT 6 & E 170 FT OF W 250 FT OF LOT 5 WATERS GROVE SUB NW 1/4 OF NE 1/4 MB 16 PG 29 PER OR 1893 PG 0720 PER OR 7897 PG 1846 PER OR 7908 PG 0496	100	17 - 30 - 21	02 - 00 - 0060	18- DEC-81

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Alternate Key:**Parcel ID:****Township-Range-Section:****Subdivision-Block-Lot:****Physical Address:****Business Name:****Owner(s):**

229330670210200006117 - 30 - 2102 - 00 - 0061S AMELIA AVE, DELAND 32724WILLIAMS JENNA EVON - TIC - Tenancy in Common - 3.33WILLIAMS DONALD E SR EST - EST - Estate - 16.64WILLIAMS GEORGE - TIC - Tenancy in Common - 16.64PETERSON MINNIE - TIC - Tenancy in Common - 16.64WILLIAMS DOROTHY - TIC - Tenancy in Common - 16.64JENKINS JOHNNIE MAY - TIC - Tenancy in Common - 16.64WILLIAMS PATRICIA ELVIRA - TIC - Tenancy in Common - 3.33WARD MILDRED ELAINE - TIC - Tenancy in Common - 3.33WILSON EVELYN - TIC - Tenancy in Common - 3.33KHAN BARBARA ANN - TIC - Tenancy in Common - 3.33

Mailing Address On File:

320 E HAVENS RD
DELAND FL 32724
[Update Mailing Address](#)

Building Count:**Neighborhood:**

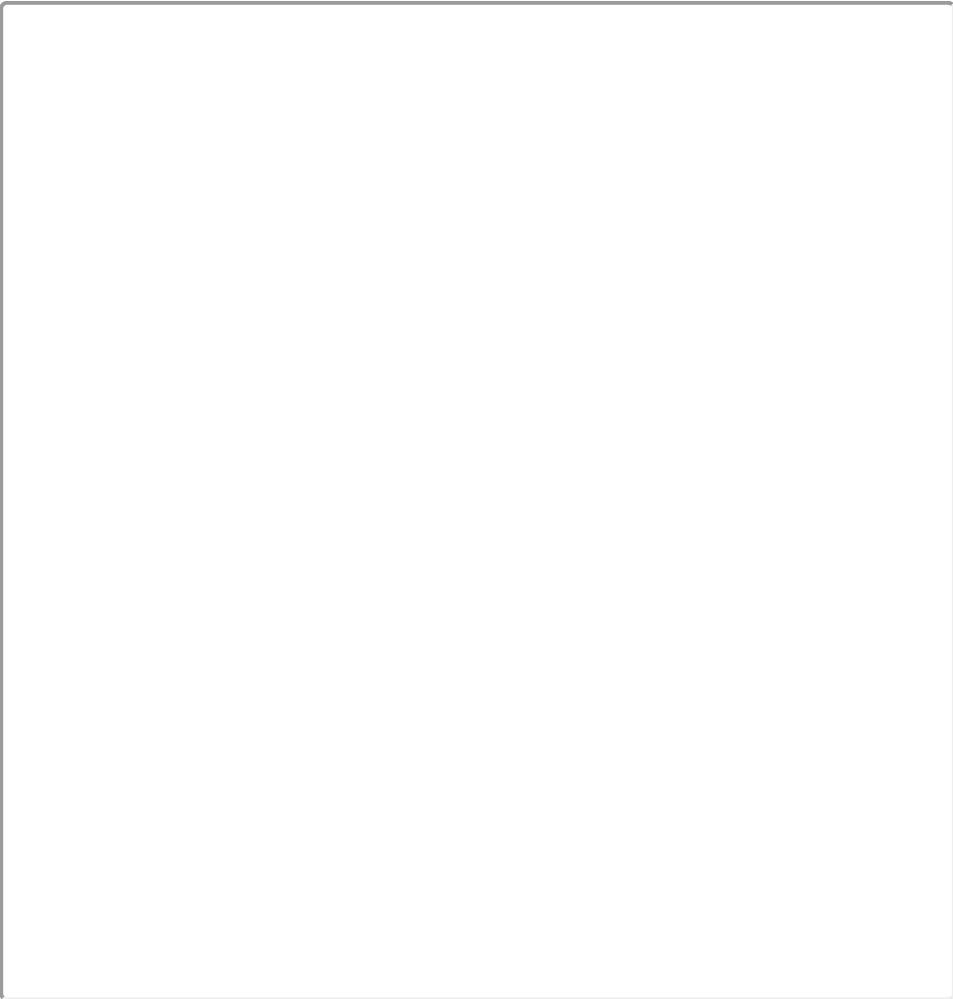
01551 - CLARK HARPERS SUB
[Neighborhood Sales](#)

Subdivision Name:**Property Use:****Tax District:****2021 Final Millage Rate:****Homestead Property:****Agriculture**

ASSESSORS SUB MB 16 PG 290000 - VACANT RES012-DELAND20.5429No - [Apply for Homestead Online](#)No - [Additional Information](#)

Classification:**Short Description:**

21-17-30 W 1/2 OF LOT 6 SUB NW
1/4 OF NE 1/4 EXC ST PER OR 4
122 PG 3358 PER OR 7899 PG 0949
PER OR 7908 PG 0567



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 W 1/2 OF LOT 6 SUB NW 1/4 OF NE 1/4 EXC ST PER OR 4122 PG 3358 PER OR 7899 PG 0949 PER OR 7908 PG 0567	012	17 - 30 - 21	02 - 00 - 0061	18- DEC-81

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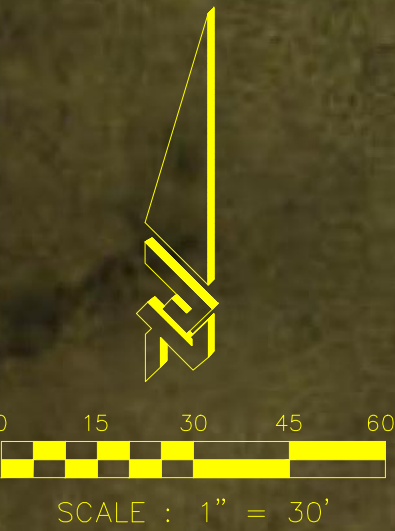
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	Search By Map	Report Exemption Fraud	
	Tutorials	Secure HR File Upload	

R:\22059 - CITY OF DELAND UTILITY ADMINISTRATION BLDG PARKING EXPANSION\CONCEPT PLAN\CONCEPT CADWORKS\22059-CP1.DWG - PRINTED: 3/7/2023 12:16 PM

AMELIA AV S



PARKING DATA:

TOTAL ADDITIONAL NORTH PARKING SPACES	127
TOTAL EXISTING PARKING SPACES REMOVED	3
TOTAL PROPOSED PARKING SPACES	124

CITY OF DELAND UTILITY
ADMINISTRATION BUILDING
PARKING EXPANSION
CONCEPT PLAN 1

PROJECT NO.: ZC 22059
DESIGNED BY: RH
DRAFTED BY: CM
CHECKED BY: RH
DRAWING FILE: 22059-CP1
XREF'S: XXXXX.DWG
XREF'S: XXXXX.DWG

XXX
NOT VALID WITHOUT SEAL
SHEET: CP1 OF 1

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

ZEV COHEN
& ASSOCIATES, INC.
10000 W. UNIVERSITY BLVD., SUITE 200
FORT LAUDERDALE, FL 33324
WWW.ZEVCOHEN.COM

CITY OF DELAND VOLUSIA COUNTY, FLORIDA

10/18/2022 (LB 4/18)

CITY OF DELAND
Request for Commission Action
May 2, 2022

SUBJECT: Consideration re Appointment to Volusia County - Opioid Task Force and Advisory Board.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: HB 5013 2022 Session Opioid Settlement Funds, HB 5013 Legislative Staff Report 2022 Session Opioid Settlement Funds

APPROVED BY: Michael Pleus, City Manager, April 27, 2022

SUMMARY/HIGHLIGHT:

The appointment of a person to the Volusia County Opioid Task Force and Advisory Board is requested. Staff recommends Michael Grebosz, Assistant City Manager.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There are no costs associated with this item except for the devotion of administrative time to the matter. The funds that ultimately derive from the resolution of the Opioid Litigation will be targeted to activities, actions and uses that relate to the harm resulting to the City and its citizens.

RECOMMENDATION:

City staff recommends that the City Commission appoint Michael Grebosz, Assistant City Manager with Michael Pleus, City Manager as the Alternative to the Volusia County Opioid Task Force and Advisory Board. Appointment of an alternate, to attend meetings when absences are necessitated, would be prudent, too. Staff notes that the DeLand Police and Fire Department are aware of this and will be ready to name a representative after approval of this item.

BACKGROUND/DISCUSSION:

The City has suffered harm from the opioid epidemic, as have the many cities and counties throughout our State and Nation. Although 2,200 counties are plaintiffs in litigation seeking damages against manufacturers and distributors of opioids with the claims being asserted against a multitude of wrongdoers involved in the Nation's opioid epidemic (In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio), the State of Florida, through the Florida Attorney General, initiated its own actions and the City looks to the Florida Attorney General for representation as part of the overall Opioid Litigation. Volusia County is now a "Qualified County" under the terms of the settlements involving the Opioid Litigation. The County will be

disbursing a pro rata share of the Regional Fund based on the Negotiation Class Metrics to each participating municipality its upon receipt of such funds from the State. Attorney General Ashley Moody recently announced two historic nationwide agreements with 3 settling opioid distributors totaling \$26 billion – AmerisourceBergen, Cardinal Health and McKesson will collectively pay up to \$21 billion over 17 years and Johnson & Johnson will pay up to \$5 billion over 9 years. It is anticipated that the State may receive funds related to the opioid settlements beginning in April, 2022.

The Florida Legislature enacted House Bill 5013 during the recently ended Legislative Session and created the Opioid Settlement Clearing Trust Fund in the Department of Financial Services. The bill provides that funds credited to the Trust Fund shall consist of payments received by the State from settlements reached from opioid related litigation or bankruptcy actions. The bill specifies that the monies disbursed or transferred from the Trust Fund must be used to abate the opioid epidemic and each county must have an opioid task force in place to collect information related to substance abuse disorders in the county and provide that information to the county, along with recommendations on responding to the opioid epidemic with all municipalities participating in the process.

On Letter of March 31, 2022 Assistant County Attorney Arthur Graham wrote to the City and provided information about an upcoming meeting of the Task Force, the Advisory Board and related matters. The yet-unscheduled meeting of the Task Force will have matters such as membership on the Task Force and Advisory Board, current programs and services offered by local governments, a needs analysis accomplished by the University of Central Florida, House Bill 5013 and the funding of the Opioid Settlement Clearing Trust Fund, and a timeline for funding.

The current members of the Advisory Board are Danny Robins, appointed by the County Council, with Randy Hartman appointed by New Smyrna and Beau Gardner appointed by Port Orange. The current members of the Task Force are:

Lake Helen: Mayor Daisy Raisler, City Administrator Lee Evett, Administrative Assistant Dominique Drager, and City Attorney Scott Simpson.

New Smyrna Beach: City Attorney Carrie Avallone, Assistant City Manager Brian Fields, Chief of Police Mike Coffin and Fire Chief Shawn Vandemark.

Oak Hill: Mayor Douglas Gibson.

Orange City: City Manager Dale Arrington, Fire Chief Ronnie Long and City Attorney William Reischmann.

Ormond Beach: City Attorney Ann-Margret Emery.

Pierson: Town Mayor Samuel Bennett

Ponce-Inlet: Town Manager Jeaneen Witt.

Port Orange: City Attorney Matthew Jones

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HB 5013

2022 Legislature

An act relating to the Opioid Settlement Clearing Trust Fund; creating s. 17.42, F.S.; creating the Opioid Settlement Clearing Trust within the Department of Financial Services; providing sources of funds; providing that the funds are exempt from specified service charges; providing for subdivisions of the funds; authorizing uses of the funds; specifying the purpose of the funds; exempting the trust fund from termination provisions; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 17.42, Florida Statutes, is created to read:

17.42 Opioid Settlement Clearing Trust Fund.—

(1) The Opioid Settlement Clearing Trust Fund is created within the department.

(2) Funds to be credited to the Opioid Settlement Clearing Trust Fund shall consist of payments received by the state from settlements reached with distributors as part of *In re: Malinckrodt PLC, Case No. 20-12522 (Bankr. Del.)* and any other similar settlements in opioid-related litigation or bankruptcy. Funds received from such settlements and deposited into the trust fund are exempt from the service charges imposed under s.

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HB 5013

2022 Legislature

26 215.20.

27 (3) Funds deposited into the Opioid Settlement Clearing
28 Trust Fund shall be subdivided as follows:

29 (a) Regional subfund.—The following amounts shall be
30 deposited into the regional subfund each year:

31 1. From 2022 to 2027, inclusive, 47 percent.

32 2. From 2028 to 2030, inclusive, 41 percent.

33 3. From 2031 to 2033, inclusive, 40 percent.

34 4. From 2034 to 2036, inclusive, 39 percent.

35 5. From 2037 to any subsequent year, inclusive, 35
36 percent.

37 (b) State subfund.—The state subfund shall be funded with
38 all remaining funds after funds allocated for the regional
39 subfund are deposited.

40 (4) The department is authorized to draw warrants for
41 amounts for which the Department of Legal Affairs notifies the
42 Chief Financial Officer to draw warrants and withdraw such
43 amounts from the regional subfund to pay amounts due pursuant to
44 the terms of any allocation agreement or settlement to a county
45 within the state that:

46 (a) Has a population of at least 300,000 according to the
47 United States Census Bureau population estimates as of July 1,
48 2019, released March 2020, or the United States Decennial Census
49 of 2020, released August and September 2021;

50 (b) Has an opioid task force of which the county is a

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51 member or operates in connection with its municipalities or
52 others on a local or regional basis. As used in this
53 subparagraph, the term "task force" includes any department,
54 committee, commission, or bureau established by the county to
55 collect information related to substance abuse disorders in the
56 county and provide that information to the county, along with
57 recommendations on responding to the opioid epidemic, so long as
58 the department, committee, commission, or bureau allows
59 municipalities and others to participate in whatever process is
60 undertaken;

61 (c) As of December 31, 2021, has an abatement plan that
62 has been adopted or is being used to respond to the opioid
63 epidemic;

64 (d) As of December 31, 2021, provides or contracts with
65 others to provide substance abuse prevention, recovery, and
66 treatment services to its citizens; and

67 (e) Enters or has entered into an interlocal written
68 agreement with a majority of the municipalities located within
69 the county's boundaries. As used in this subparagraph, the term
70 "majority" means more than 50 percent of the population of the
71 municipalities located within the boundaries of a county. For
72 purposes of calculating a majority, individuals living in
73 unincorporated portions of a county may not be counted.

74 (5) The department shall disburse funds from the state
75 subfund, by nonoperating transfer, of the Opioid Settlement

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76 Clearing Trust Fund to the opioid settlement trust funds of the
77 various agencies, as appropriate, as provided in the General
78 Appropriations Act.

79 (6) Funds disbursed or transferred under this section
80 shall be used by the state, its agencies, its contractors, and
81 its subdivisions and their contractors to abate the opioid
82 epidemic.

83 (7) Pursuant to s. 19(f)(3), Art. III of the State
84 Constitution, the Opioid Settlement Clearing Trust Fund is
85 exempt from the termination provisions of s. 19(f)(2), Art. III
86 of the State Constitution.

87 Section 2. This act shall take effect upon becoming a law.

HOUSE OF REPRESENTATIVES STAFF FINAL BILL ANALYSIS

BILL #: HB 5013 PCB APC 22-07 Trust Fund/Opioid Settlement Clearing Trust Fund/DFS

SPONSOR(S): Appropriations Committee, Trumbull

TIED BILLS: **IDEN./SIM. BILLS:**

FINAL HOUSE FLOOR ACTION: 117 Y's 0 N's **GOVERNOR'S ACTION:** Pending

SUMMARY ANALYSIS

HB 5013 passed the House on February 16, 2022, and subsequently passed the Senate on February 17, 2022.

Article III, s. 19(f) of the State Constitution governs the creation of trust funds and provides that no trust fund of the state or other public body may be created without a three-fifths vote of the membership of each house of the Legislature in a separate bill for that purpose only.

Attorney General Ashley Moody announced two historic nationwide agreements with three settling opioid distributors totaling \$26 billion – AmerisourceBergen, Cardinal Health and McKesson will collectively pay up to \$21 billion over 17 years and Johnson & Johnson will pay up to \$5 billion over 9 years. The settlements and state-subdivision agreement with the local governments provide a distribution scheme for the funds and require the funds to be used towards the abatement of the opioid epidemic. It is anticipated that the state may receive funds related to the opioid settlements beginning in April 2022.

This bill creates the Opioid Settlement Clearing Trust Fund in the Department of Financial Services. The bill provides that funds credited to the trust fund shall consist of payments received by the state from settlements reached from opioid related litigation or bankruptcy. Moneys received from such settlements and deposited into the trust fund are exempt from the General Revenue Fund service charge. The bill specifies that the trust fund must be subdivided into specific subfunds to comply with nationwide settlement agreement terms. The bill authorizes the department to draw warrants for amounts that the Department of Legal Affairs notifies the Chief Financial Officer to draw warrants for and the amounts thereof from specified subfunds to pay counties in accordance with the state-subdivision allocation agreement or settlements. The bill specifies that the monies disbursed or transferred from the fund must be used to abate the opioid epidemic.

Subject to the Governor's veto powers, the effective date of this bill is July 1, 2022.

I. SUBSTANTIVE INFORMATION

A. EFFECT OF CHANGES:

Background

Trust Funds

A trust fund may be created by law only by the Legislature and only if passed by a three-fifths vote of the membership of each house in a separate bill for that purpose only.¹ Except for trust funds being re-created by the Legislature, each trust fund must be created by statutory language that specifies at least the following:

- The name of the trust fund.
- The agency or branch of state government responsible for administering the trust fund.
- The requirements or purposes that the trust fund is established to meet.
- The sources of moneys to be credited to the trust fund or specific sources of receipts to be deposited in the trust fund.²

Pursuant to art. III, s. 19(f)(2) of the State Constitution, state trust funds must terminate not more than four years after the effective date of the act authorizing the initial creation of the trust fund. However, the Legislature may set a shorter period for which any trust fund is authorized and exceptions to the termination provision apply. For example, trust funds created as clearing funds are exempt from the termination provisions in art. III, s. 19(f)(2) of the State Constitution.³

If a trust fund is terminated, all cash balances and income of the trust fund are deposited into the General Revenue Fund.⁴ The agency or Chief Justice pays the outstanding debts of the trust fund, and the Chief Financial Officer closes out and removes the trust fund from the state financial systems.⁵

Opioid Class Action Settlements

Attorney General Ashley Moody announced two historic nationwide agreements with three settling opioid distributors totaling \$26 billion – AmerisourceBergen, Cardinal Health and McKesson will collectively pay up to \$21 billion over 17 years and Johnson & Johnson will pay up to \$5 billion over 9 years.⁶ The settlements were contingent on a critical mass of states and local governments participating. To ensure a critical mass of local governments joined in the settlement, the Attorney General and local governments entered into a formal state-subdivision participation agreement (agreement) that allocates the funds received from the settlements to the state and local governments and provides for oversight and use of the funds.

The settlements and agreement provide that specified percentages of the funds be directed towards local governments to abate the opioid epidemic while leaving the largest share for the state to allocate towards a variety of opioid abatement strategies. Generally, the settlements and agreement require money to be disbursed directly to counties that have more than 300,000 people. Monies must also be disbursed to smaller counties through managing entity contracts with the Department of Children and Families. The agreement requires the establishment of a taskforce, commission, or council containing an equal number of city/county members and state members for purposes of reviewing expenditures and recommending how the money should be spent moving forward.

¹ Article III, s. 19(f)(1) of the State Constitution.

² Section 215.3207, F.S.

³ Article III, s. 19(f)(3) of the State Constitution.

⁴ Section 215.3206(2), F.S.

⁵ *Id.*

⁶ Florida Opioid Settlements Information Portal, available at:

<https://app.smartsheet.com/b/publish?EQBCT=415e64f86a0c4df39302ed3f371915d9> (last visited January 30, 2022).

It is anticipated that the state may receive funds related to the opioid settlements beginning in April 2022.

Effect of the Bill

This bill creates the Opioid Settlement Clearing Trust Fund in the Department of Financial Services (DFS). The bill provides that funds credited to the trust fund shall consist of payments received by the state from settlements reached from opioid related litigation or bankruptcy. Moneys received from such settlements and deposited into the trust fund are exempt from the service charge. The bill specifies that the trust fund must be subdivided into specific subfunds to comply with nationwide settlement. The bill authorizes the DFS to draw warrants for amounts that the Department of Legal Affairs notifies the Chief Financial Officer (CFO) to draw warrants for and the amounts thereof from specified subfunds to pay counties in accordance with the allocation agreement or settlements. The bill specifies that the monies disbursed or transferred from the fund must be used to abate the opioid epidemic.

Because the bill creates a clearing fund, the bill is exempt from the termination provisions of s. 19(f)(2), Art. III of the State Constitution.

II. FISCAL ANALYSIS & ECONOMIC IMPACT STATEMENT

A. FISCAL IMPACT ON STATE GOVERNMENT:

1. Revenues:

See Fiscal Comments.

2. Expenditures:

Creation and administration of a new trust fund will have insignificant administrative costs on DFS that can be absorbed within existing resources.

B. FISCAL IMPACT ON LOCAL GOVERNMENTS:

1. Revenues:

See Fiscal Comments.

2. Expenditures:

None.

C. DIRECT ECONOMIC IMPACT ON PRIVATE SECTOR:

None.

D. FISCAL COMMENTS:

The three settling opioid distributors are expected to pay Florida a total of \$26 billion – AmerisourceBergen, Cardinal Health and McKesson will collectively pay up to \$21 billion over 17 years and Johnson & Johnson will pay up to \$5 billion over 9 years. The settlements and agreement provide for the distribution of the funds, providing for the direct disbursement of a share to local governments and allowing the largest share to be disbursed by the Legislature through the General Appropriations Act. The terms of the settlement require the funds to be used to abate the opioid epidemic. As such, the state and local governments will see an increase in funds for opioid abatement as a result of these nationwide settlements once the settlement funds are received and disbursed.

