



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
MAY 16, 2022 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Bishop Eugene Collier, New St. John Missionary Baptist Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Proclamation, Kids to Parks Day.
2. Proclamation, DeLand Alumnae Delta Sigma Theta Sorority Group.
3. Proclamation, Older Americans Month.
4. Proclamation, Public Works Week.
5. Presentation re Quarterly Financial Report for the Period Ending March 31, 2022.

CONSENT AGENDA

1. Resolution Approving the Purchase of Chairback Seats from "4 Topps" for Melching Field.
Request purchase of "4 Topps" Chairback Seats for Melching Field.
2. Resolution Approving the Naming of The Veterans Pavilion at Bill Dreggors Park as "The West/Friend Pavilion."
Veterans Pavilion at Bill Dreggors Park to be named "The West/Friend Pavilion."
3. Consideration re Warranty Deed with Mr. Jack Davis as Grantor and the City as Grantee for North Hill Avenue Right-of-way.
City staff recommends that the City Commission accept the Warranty Deed with Mr. Jack Davis as grantor and the City as grantee for North Hill Avenue right-of-way.
4. Consideration re Award of Bid, Public Works Maintenance Shed.
Staff recommends that the City Commission award the Public Works Maintenance Shed project to Phifer Industries Inc. in the amount of \$187,772.00.

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

It is recommended that the City Commission approve the grant of the Utility Easement to Duke Energy Florida, LLC.

6. Consideration re Recommendations for Melching Field Stadium Improvements - Design Build Design - RFP 22-02.

Staff recommends that the City Commission approve the staff recommendation of award of the Melching Field design build project to Wharton-Smith, Inc. If approved, staff will meet to discuss value engineering opportunities that must take place to reduce costs to bring this portion of the project within the available budget. If that process is successful, a contract will be brought before the commission for approval.

7. Consideration re Public Service Department Complex Improvements Contract, 2022 – CMAR Pre-Construction Services with Wharton-Smith, Inc.

Staff recommends that the City Commission approve the contract for Construction Management/General Contracting Services for Pre-Construction Phase Services for Utility Administration Building and Water Reclamation Plant Expansion at a cost of \$364,450.00.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

OLD BUSINESS

1. Second Reading of Ordinance No. 2022-07, Amending Chapter 33 of the Code, "Land Development Regulations," by Making Changes to Address Affordable Housing and Nonconforming Conditions.

It is recommended that the City Commission adopt the ordinance on second reading to update the LDR's to eliminate regulatory impediments to new affordable housing units.

2. Second Reading of Ordinance No. 2022-08, Annexing Three Parcels of Land Totaling Approximately 64 Acres of Property, Located at 791 South Blue Lake Avenue (Trinity Gardens PD). (First Reading 01/18/22).

The City Commission is requested to approve the annexation of these 3 contiguous parcels to be added to a larger parcel for the development of a residential project which will include a mixture of single-family and townhouse units.

3. Second Reading Ordinance No. 2022-09, Changing the Land Use from Volusia County's Urban Low Intensity and City of DeLand Low Density Residential to City of DeLand Urban Low Density Residential, Located at 791 South Blue Lake Avenue (Trinity Gardens PD). (First Reading 1/18/22).

This request is to amend the land use designation from Volusia County - Urban Low Intensity and City of DeLand - Low Density Residential to City of DeLand - Urban Low Intensity for approximately 183 acres. The subject property is located north of the E. Beresford Avenue proposed extension between Kepler Road and Blue Lake Avenue.

4. Second Reading of Ordinance No. 2022-10, Changing the Zoning from City of DeLand Rural Residential, Volusia County's A-3, Transitional Agriculture to Trinity Gardens PD, Located at 791 South Blue Lake Avenue, Approximately 183.92 Acres of Property. (First Reading 1/18/22).

The City Commission is requested to approve the rezoning of these parcels to Trinity Gardens PD for the development of a residential project which will include a mixture of single-family and townhouse units on approximately 183 acres.

NEW BUSINESS

1. Resolution Approving Special Exception for a 4COP Liquor License, Located At 148 West New York Avenue (Blind Pig Pub).

The applicant is seeking a Special Exception for a 4COP liquor license. The site meets the criteria for approval of the Special Exception.

CITY COMMISSION REPORTS

1. Report re Elected Officials Round Table.
2. Report re River-to-Sea TPO.
3. Report re River of Lakes Heritage Corridor.

CITY MANAGER REPORT

1. Appoint Voting Delegate to Florida League of Cities.

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, May 21, 2022, is the twelfth Kids to Parks Day organized and launched by the National Park Trust held annually on the third Saturday of May; and

Whereas, Kids to Parks Day empowers kids and encourages families to get outdoors and visit local parks, public lands and waters; and

Whereas, we should encourage children to lead a more active lifestyle to combat issues of childhood obesity, diabetes, hypertension, and hypercholesterolemia; and

Whereas, Kids to Parks Day will broaden children's appreciation for nature and outdoors; and

Whereas, Kids to Parks Day will recognize the importance of recreating responsibility while enjoying the benefits of the outdoors.

Now, therefore, I, Robert F. Apgar, Mayor of the City of DeLand, do hereby proclaim, May 21, 2022 as:

Kids to Parks Day

in the City of DeLand and urge all citizens to make time to take the children in their lives to a neighborhood, state, or national park,

Done and proclaimed this 16th day of May 2022.

Robert F. Apgar, Mayor

Attest:

Julie A. Hennessy, City Clerk - Auditor



The CITY OF DELAND

Volusia County, Florida

Proclamation

*Thelma Alderman**
Barbara Bing
Dorothy Brown
*Julia Cherry**
*Annie Mae Cropper**
Brenda Cusack
*Carolyn Dandridge**
Sheena Ferguson
Ruth Hankerson

Joeretha Hayes
Sharon Hill
Gwendolyn Jackson
Ruth Jackson
*Irene Johnson**
Lavern Kelly
Araminta Lake
Joan Lane
*Melba Lee**

Martha Livingston
*Catherine Martin**
*Nellie Miller**
Stephanie Neal
Linda Simmons
*Elvy Stiles**
Erlene Turner
Celestine Williams
Helen Worthy

**In Memory of*

Whereas, Delta Sigma Theta Sorority, Incorporated is a private, not for profit organization of college educated women committed to constructive development of its members and to public service with a primary focus on the Black community; and

Whereas, Delta Sigma Theta Sorority, Inc. was founded on January 13, 1913 by 22 collegiate women at Howard University; and

Whereas, Since its founding in 1913, Delta Sigma Theta Sorority, Inc. has clearly distinguished itself as a public service organization that boldly confronts the challenges of African Americans and, hence, all Americans. Over the years, a wide range of programs addressing education, health, international development, and strengthening of the African American family have evolved. In realizing its mission, Delta Sigma Theta Sorority, Inc. provides an extensive array of public services initiatives through its Five-Point Program Thrust of Economic Development, Educational Development, International Awareness and Involvement, Physical and Mental Health, and Political Awareness and Involvement; and

Whereas, On May 30, 1992 is when 27 women of Delta Sigma Theta Sorority, Inc. chartered a local chapter that provides community service to West Volusia County.

Whereas, This year marks the 30th anniversary of the local chapter called DeLand Alumnae Chapter of Delta Sigma Theta Sorority, Inc.

Whereas, the City is pleased to extend this expression of our gratitude and best wishes to the members of Delta Sigma Theta Sorority, Inc. on the memorable occasion of the DeLand Alumnae Chapter of Delta Sigma Theta Sorority, Inc. 30th Anniversary.

Done and proclaimed this 16th day of May 2022.

Robert F. Apgar, Mayor

Attest

Julie A. Hennessy, City Clerk - Auditor



The CITY OF DELAND

Volusia County, Florida

Proclamation

Whereas, DeLand includes a growing number of residents aged 50 or older who contribute their strength, wisdom, and experience to our community; and

Whereas, communities benefit when people of all ages, abilities, and backgrounds are welcomed, included and supported; and

Whereas, DeLand recognizes our need to create a community that provides the services and supports older Americans need to thrive and live independently for as long as possible; and

Whereas, since 1963, our nation has recognized May as Older Americans Month, a time to acknowledge the contributions of past and current older people to our country; and

Whereas, the national theme for Older Americans Month 2022 is "Age My Way" and provides an opportunity to explore the many ways older adults can remain in and be involved with their communities.

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

Older Americans Month

in the City of DeLand and urge all residents to take time this month to connect with older family members, friends, neighbors, and colleagues; acknowledge their valuable contributions, past and present; encourage their ongoing physical, mental and emotional well-being; and support their choices about how they age in their communities.

Done and proclaimed this 16th day of May 2022.

Robert F. Apgar, Mayor

Attest:

Julie A. Hennessy, City Clerk - Auditor



The CITY OF DELAND

Volusia County, Florida

Proclamation

Whereas, Public Works services provided in our community are an integral part of our citizens' everyday lives; and

Whereas, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as stormwater, water production and distribution, sewers, streets and highways, public buildings, solid waste collection, park maintenance; and

Whereas, the health, safety, and comfort of this community greatly depends on these facilities and services; and

Whereas, in time of natural disaster, public works employees are also the first responders to insure the safety of our citizens; and

Whereas, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

Whereas, the efficiency of the qualified and dedicated personnel who staff public works departments, is materially influenced by the people's attitude and understanding of the importance of the work they perform; and

Whereas, this year's theme "Ready and Resilient" as we celebrate the hard work and dedication of the many public works professionals throughout the nation.

Now, therefore, I, Robert F. Apgar, Mayor of the City of DeLand, do hereby proclaim the week of May 15 through May 21, 2022 as

National Public Works Week

in the City of DeLand and urge all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials and employees make every day to our health, safety, comfort, and quality of life.

Done and proclaimed this 16th day of May 2022.

Attest:

Robert F. Apgar, Mayor

Julie A. Hennessy, City Clerk - Auditor

The City of DeLand, Florida

QUARTERLY FINANCIAL REPORT



FOR THE PERIOD ENDING
March 31, 2022

MEMORANDUM

May 16, 2022

TO: HONORABLE MAYOR, CITY COMMISSIONERS AND CITY MANAGER

FROM: FINANCE DIRECTOR

SUBJECT: FINANCIAL REPORT, QUARTER ENDING MARCH 31, 2022

The Financial Report for quarter ending March 31, 2022, for the City of DeLand is submitted herewith. The Quarterly Financial Report is a supplemental report intended to provide information regarding the financial position of each fund and includes a review of balance sheets and schedules on revenues and expenditures.

The quarterly financial report is an attempt to bring to you a concise and readable interim report, and is not a substitute for the Annual Comprehensive Financial Report issued at the end of each fiscal year after the independent audit of the City's financial records. This quarterly report covers six months of the fiscal year, a representation of fifty percent of the year.

To provide a more comparable and consistent presentation of fund balance reporting, the Governmental Accounting Standards Board Statement Number 54 – *Fund Balance Reporting and Government Fund Type Definitions* (Statement 54) has been implemented. Previously, fund balance for governmental funds was displayed in two broad components – Reserved and Unreserved. GASB 54 established five classifications comprising a hierarchy based primarily on the extent to which the government is bound to honor constraints for which monies can be spent. The classifications are: Non-spendable, Restricted, Committed, Assigned and Unassigned. This presentation only applies to Governmental Funds. The Proprietary Funds are presented in compliance with the GASB 34 balance sheet format: assets equal liabilities plus net assets and net assets will continue to be displayed as Invested in Capital Assets – net of related debt, Restricted and Unrestricted.

Non-spendable Fund Balance includes amounts that cannot be spent because they are either not in a spendable form or contractually must be maintained intact. Inventories, prepaid amounts, property acquired for resale, and the principal of a permanent fund are all examples of this type of classification.

Restricted Fund Balance reflects amounts that have externally or legally imposed constraints on their use. This category naturally would include resources subject to externally imposed restrictions (creditors, grantors, contributors, laws/regulations of other governments, constitutional provisions). It also would normally, but not always, include resources resulting from enabling legislation (i.e., legislation authorizing the raising of resources for a specific purpose).

Committed Fund Balance consists of amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the City Commission, the highest level of decision making in the City. These committed amounts cannot be used for any other purpose unless the government removes or changes the specified use.

Assigned Fund Balance includes amounts that are constrained by the government's intent, but are neither restricted nor committed. The assignment conveys that the intended use of those amounts is for a specific purpose that is narrower than the general purposes of the governmental fund. Intent is not imposed by a formal commission action. Unassigned Fund Balance is the residual classification for the general fund. The General Fund should be the only fund that reports a positive unassigned fund balance, since expenditures associated with other funds are incurred for the specific activity for which the fund is reporting.

GENERAL FUND

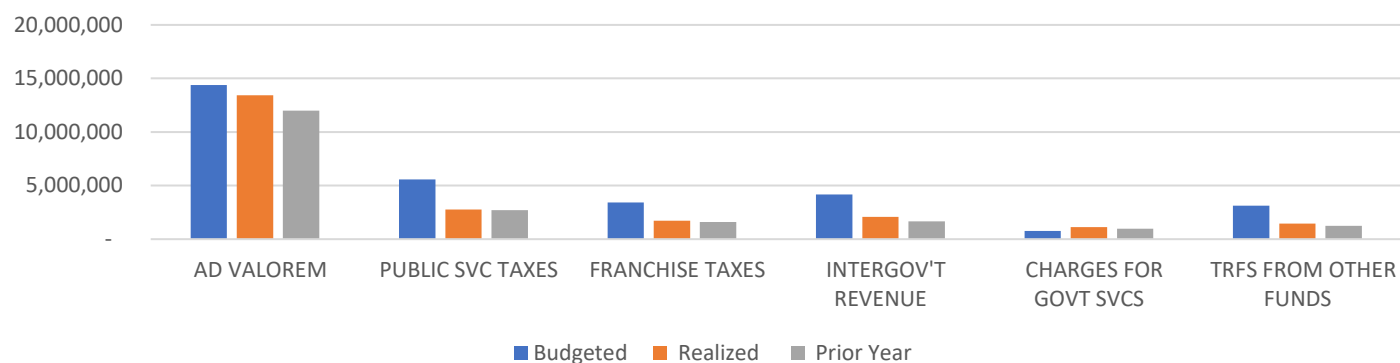
REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Revenues of the General Fund are \$24,171,630 as of March 31, 2022 and represent 68% of revenues budgeted this fiscal year. Charges for government services represents allocated administrative costs charged out to other funds for governmental services provided. Transfers from other funds include transfers from the GIFT Fund for repayment of Hurricane Reserves, transfers from the Airport Fund for the repayment of debt and 10% PILOT transfers from the Water & Sewer fund.

REVENUE SOURCE	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 03/31/2022	% BDGT USED	YTD QUARTER BALANCE 03/31/2021
Fund 001 - GENERAL FUND				
AD VALOREM	14,391,648	13,430,684	93.32	11,992,329
OTHER TAXES	754,152	191,718	25.42	175,670
PUBLIC SERVICE TAXES	5,574,644	2,772,422	49.73	2,715,093
PERMITS FEES, & SPECIAL ASSESSMENTS	319,220	259,739	81.37	151,620
FRANCHISE TAXES	3,411,575	1,708,276	50.07	1,607,361
OPERATING GRANTS	315,396	11,836	3.75	63,775
INTERGOVERNMENTAL REVENUE	4,180,517	2,075,320	49.64	1,677,710
TRANSFERS FROM OTHER FUNDS	3,132,458	1,443,047	46.07	1,259,562
CHARGES FOR SERVICES	781,415	848,474	108.58	769,827
FINES & FORFEITS	91,000	63,399	69.67	39,420
MISCELLANEOUS REVENUES	435,333	71,594	16.45	125,400
INTEREST REVENUES	60,000	44,364	73.94	34,448
RENTAL INCOME	92,526	123,169	133.12	28,386
CHARGES FOR GOVT SERVICES	2,255,177	1,127,588	50.00	980,516
	35,795,061	24,171,630	67.53	21,621,118
USE OF RESERVES	6,417,317	-		-
TOTAL REVENUES	42,212,378	24,171,630	57.26	21,621,118

- Property taxes are at 93% realization due to the majority of property owners that take advantage of discounts associated with paying their property taxes before the due date. This same quarter last year was 93% realized.
- Other Taxes include 1st Local Option Gas tax at 55% realized this quarter, Fire Insurance Premium tax and Casualty Insurance Premium tax are at 0% due to timing of collections which is expected in September each year.
- Permits, Fees & Special Assessments are 81% realized mainly due to Local Business Taxes that are collected early in the fiscal year.
- Charges for Services are at 108% realization mainly due to \$409,350 of tree replacement revenues received which greatly exceed budget.
- Miscellaneous Revenues are 16% realized mainly due to (\$430,393) unrealized net loss in investments.
- Rental Income is higher than budget mainly due to Sanborn Facility Rentals which have moved from Activity Fees under Charges from Services.

Major General Fund Revenues



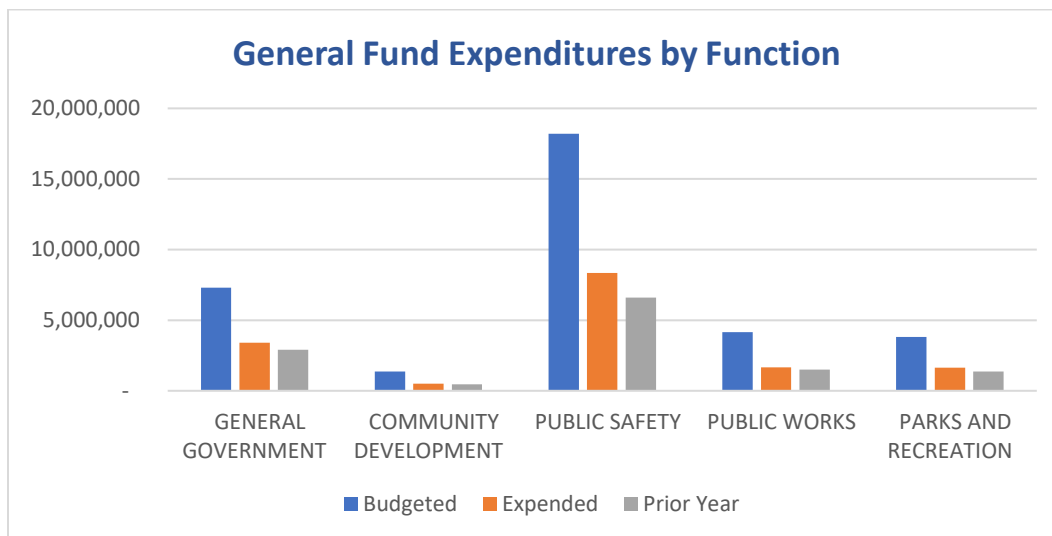
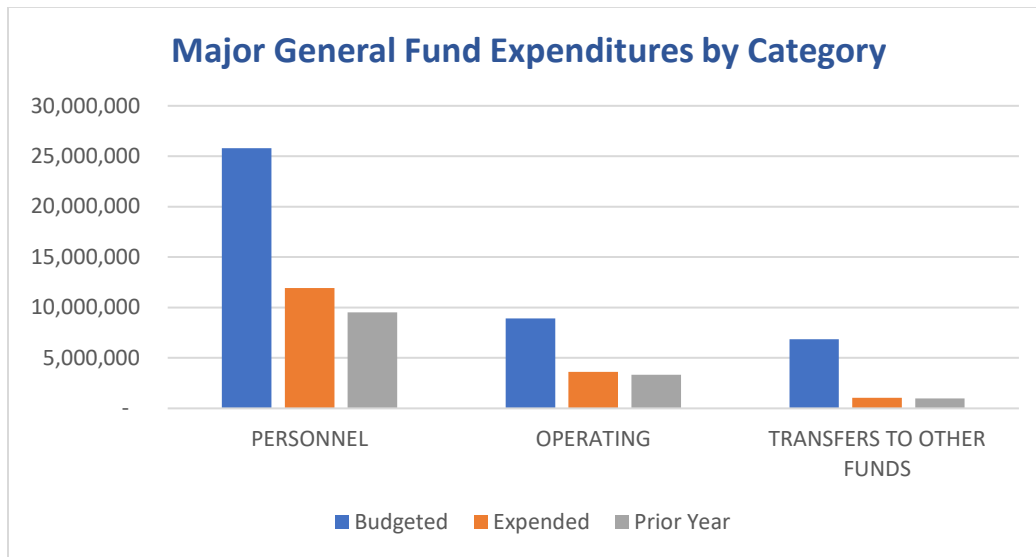
EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

General Fund expenditures are at \$16,619,781 or 39% of budgeted funds as of March 31, 2022. Expenditures by category as a percent of appropriated funds are personnel 46%, operating 41%, grants and aid 0%, contingencies 0%, and transfers to other funds 15%. Budgeted transfers to other funds include transfers to Homelessness Fund (\$50,000), capital transfers to Grants & Special Revenue Fund (\$2,263,258), transfers to Debt Service Fund (\$1,191,696), transfers to Capital Projects Fund (\$2,693,901) and transfers to the Airport Fund of (\$665,519) for the airport access road.

EXPENDITURES BY BUDGET CATEGORY	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 03/31/2022	% BDGT USED	YTD BALANCE BALANCE 03/31/2021
Fund 001 - GENERAL FUND				
PERSONNEL	25,793,162	11,939,868	46.29	9,511,412
OPERATING	8,933,592	3,625,015	40.58	3,320,610
GRANTS & AID	110,000	-	0.00	-
CONTINGENCY	511,250	-	0.00	-
TRANSFERS TO OTHER FUNDS	6,864,374	1,054,898	15.37	991,228
TOTAL EXPENDITURES	42,212,378	16,619,781	39.37	13,823,251

EXPENDITURES BY FUNCTION	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 03/31/2022	% BDGT USED	YTD QUARTER BALANCE 03/31/2021
Fund 001 - GENERAL FUND				
GENERAL GOVERNMENT	7,305,436	3,413,277	46.72	2,901,677
COMMUNITY DEVELOPMENT	1,359,723	511,066	37.59	464,629
PUBLIC SAFETY	18,203,333	8,340,963	45.82	6,594,937
PUBLIC WORKS	4,156,218	1,660,116	39.94	1,499,685
PARKS AND RECREATION	3,812,044	1,639,461	43.01	1,371,094
CONTINGENCY	511,250	-	0.00	-
TRANSFERS	6,864,374	1,054,898	15.37	991,228
Fund 001 - GENERAL FUND: TOTAL EXPEND	42,212,378	16,619,781	39.37	13,823,251

- Contingency budget includes planned savings for the fiscal year for the Hurricane Reserve (\$200,000) and Sanborn Center Reserve (\$12,500). It also includes other planned contingencies for retirement payouts and fuel expenses.
- All general fund departmental expenditures are within expected budget ranges at the end of the second quarter.



GENERAL FUND CAPITAL PROJECTS

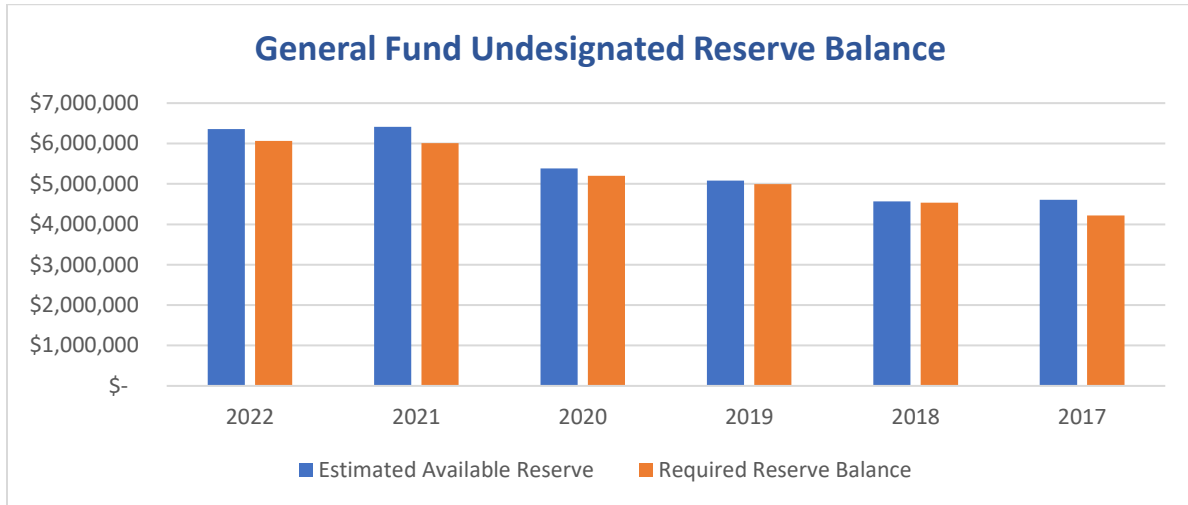
The capital projects for the General Fund are recorded in the Grants & Special Revenues Fund and the Capital Projects Fund which are included in a separate section of this report.

GENERAL FUND RESERVE ANALYSIS

According to City policy, the City will manage its fiscal resources to ensure funding for City operations is not disrupted. A reserve equivalent to two month's operating needs shall be maintained in the General Fund. The funds available for this reserve are estimated to be \$6,355,341 which represents a reserve balance of \$292,474 above the two-month required Undesignated Reserve of \$6,062,867 at March 31, 2022.

General Fund
Fiscal Year 2022 Undesignated Reserve Analysis

	1st QTR	2nd QTR	3rd QTR	4th QTR
Estimated Available Reserve Funds	\$ 6,366,906	\$ 6,355,341		
Required 2 Month Undesignated Reserve	6,042,488	6,062,867		
Surplus/Deficit	\$ 324,418	\$ 292,474	\$ -	\$ -



CONFISCATED TRUST FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Confiscated Trust Fund revenues are at \$88 or 3% of total revenues budgeted this fiscal year. There are adequate reserves to cover budgeted expenses this year.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Confiscated Trust Fund operating expenditures are at \$28,992 or 37% of the total budget this fiscal year. Budgeted expenses include funding for a TI Training Recon Simulation Environment and a dual-purpose German Shepherd K9.

HOMELESS SHELTER FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

The Homeless Shelter Fund operating revenues are at \$179,088 or 48% of total revenues budgeted this fiscal year. Operating revenues are comprised of private donations totaling \$153,450 and interest income of \$638. Transfers from the general fund total \$25,000 or 50% of budgeted funds which will be used towards operations of the facility.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

The Homeless Shelter Operating Expenditures are at \$235,102 or 39% of total expenses budgeted this fiscal year. Expenses include payments to the West Volusia Neighborhood Center for operation of the shelter, property insurance and building maintenance repairs for the facility.

SPRING HILL COMMUNITY REDEVELOPMENT FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Spring Hill Community Redevelopment Fund revenues realized at March 31, 2022 are \$329,030 or 72% of budgeted revenues. CRA revenues are comprised of ad valorem taxes, federal, state and local grants, donations from private sources and miscellaneous revenues.

REVENUE SOURCE	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 03/31/2022	% BDGT USED	YTD QUARTER BALANCE 03/31/2021
Fund 160 - SPRING HILL CRA FUND				
AD VALOREM	320,310	325,492	101.62	292,067
OPERATING GRANTS	133,457	2,297	1.72	(62,500)
MISCELLANEOUS REVENUES	1,200	700	58.33	6,800
INTEREST REVENUES	-	541	100.00	367
	<u>454,967</u>	<u>329,030</u>	<u>72.32</u>	<u>236,733</u>
USE OF RESERVES	7,331	-		-
TOTAL REVENUES	<u>462,298</u>	<u>329,030</u>	<u>71.17</u>	<u>236,733</u>

- Ad Valorem Property taxes are at 102% realization due to revenues from all taxing agencies billed in the first quarter.
- Budgeted operating grants include CDBG funds for personnel expenses (\$33,457) and FDEP Springshed initiative funds (\$100,000). Grant funding is recorded when received during the fiscal year and will not always follow normal benchmarks each quarter.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Spring Hill Community Redevelopment Fund expenditures as of March 31, 2022 are \$96,265 or 21% of budget. Expenditures by category as a percent of appropriated funds are personnel 47%, operating 36%, grants & aid 0%, contingency 0%, transfers to other funds 41%, and capital outlay 68%.

EXPENDITURES BY BUDGET CATEGORY	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 03/31/2022	% BDGT USED	YTD BALANCE BALANCE 03/31/2021
Fund 160 - SPRING HILL CRA FUND				
PERSONNEL	118,454	56,166	47.42	47,367
OPERATING	42,800	15,417	36.02	19,760
GRANTS & AID	110,000	-	0.00	-
CONTINGENCY	135,388	-	0.00	-
TRANSFERS TO OTHER FUNDS	48,475	19,804	40.85	18,493
CAPITAL OUTLAY	7,181	4,878	67.93	57,018
TOTAL EXPENDITURES	<u>462,298</u>	<u>96,265</u>	<u>20.82</u>	<u>142,637</u>

- Operating expenses are at 36% realized mainly due to Other Grants & Aid budgeted at \$110,000 which is at 0% expended this quarter.
- Transfers to Other Funds includes \$36,386 transfer to the debt service fund, \$11,954 transfer to the capital project fund for shared costs of Information Technology projects and \$135 transfer to the general fund for shared cost of operating costs expensed in the general fund.
- Capital Outlay expenses include Furniture, Fixtures and Equipment expenses for the Spring Hill Resource Center.

SPRING HILL COMMUNITY REDEVELOPMENT FUND CAPITAL PROJECTS

PROJECT DESCRIPTION	2021-22 AMEND BUDGET	QTR BALANCE 03/31/2022	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
SPRING HILL RESOURCE CENTER	7,181	4,878	-	2,303	32.07
	7,181	4,878	-	2,303	32.07

GOVERNMENTAL IMPACT FEES TRUST FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Governmental Impact Fees Trust Fund revenues realized at March 31, 2022 are \$834,988 or 85% of budgeted funds. The Governmental Impact Fees Trust Fund was established to budget and account for projects using revenue collected from Police, Fire, Parks and Recreation, and General Government Building Impact Fees paid by new customers. Revenues are budgeted to match expenses and do not reflect planned savings for the fiscal year.

REVENUE SOURCE	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 03/31/2022	% BDGT USED	YTD QUARTER BALANCE 03/31/2021
Fund 170 - GIFT FUND				
PERMITS, FEES, & SPECIAL ASSESSMENTS				
IMPACT FEES - POLICE	109,135	181,884	166.66	175,759
IMPACT FEES - FIRE	170,000	87,053	51.21	85,827
IMPACT FEES - RECREATION	496,402	407,012	81.99	391,616
IMPACT FEES - GEN GOVT	211,000	157,073	74.44	148,492
INTEREST REVENUES	-	1,965	100.00	1,150
	986,537	834,988	84.64	802,843
USE OF RESERVES	637,585	-		-
TOTAL REVENUES	1,624,122	834,988	51.41	802,843

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Governmental Impact Fees Trust Fund expenses as of March 31, 2022 are \$785,939 or 48% of budgeted funds.

EXPENDITURES BY BUDGET CATEGORY	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 03/31/2022	% BDGT USED	YTD BALANCE BALANCE 03/31/2021
Fund 170 - GIFT FUND				
OPERATING	43,651	3,686	8.44	-
TRANSFERS TO OTHER FUNDS:				
TRANSFER TO GENERAL FUND	411,000	205,500	50.00	100,000
TRANSFER TO GRANTS & SPEC REV	200,000	-	0.00	-
TRANSFER TO DEBT SERVICE FUND	508,156	339,231	66.76	453,228
TRANSFER TO CAPITAL PROJECT FUND	364,230	209,722	57.58	-
CAPITAL OUTLAY	97,085	27,800	28.63	-
TOTAL EXPENDITURES	1,624,122	785,939	48.39	553,228

- Budgeted transfers to the General Fund include \$200,000 to repay the Hurricane Reserve and \$211,000 to repay the early repayment of Revenue Notes 2004A & B.
- Budgeted transfers to the Grants & Special Revenue Fund include \$200,000 for renovations at Melching Field.

- Budgeted transfers to the Debt Service Fund pay for debt funded impact projects such as Earl Brown Park, Sperling Sports Complex, construction of Fire Station #81 and the new Police Evidence Building. A detailed report of the Debt Service Fund is included in this report.
- Budgeted transfers to the Capital Projects Fund include \$205,500 for Lights at Sperling Sports Complex, \$135,000 for Fire Station 81 Reserve Garage and \$23,730 for the PD Evidence Building.
- Transfers are recorded when expenses are incurred for each project and will not follow normal benchmarks each quarter.

DOWNTOWN COMMUNITY REDEVELOPMENT FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Downtown Community Redevelopment Fund revenues are at \$574,885 or 96% of budgeted revenues this quarter. Revenues from all taxing agencies have been received which makes up most of the revenue totals. Charges for Services is 62% realized due to rent collections exceeding budget.

REVENUE SOURCE	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 03/31/2022	% BDGT USED	YTD QUARTER BALANCE 03/31/2021
Fund 180 - DOWNTOWN CRA FUND				
AD VALOREM	526,940	528,729	100.34	529,055
CHARGES FOR SERVICES	58,105	35,891	61.77	34,763
MISCELLANEOUS REVENUES	14,604	8,677	59.41	8,527
INTEREST REVENUES	-	1,589	100.00	1,340
	599,649	574,885	95.87	573,684
USE OF RESERVES	797,674	-		-
TOTAL REVENUES	1,397,323	574,885	41.14	573,684

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Downtown Community Redevelopment Fund expenditures are \$284,508 or 20% of total budgeted funds. Expenses by category as a percent of appropriated funds is operating expenses 55%, grants and aid 0%, contingencies 0%, transfers to other funds 49%, and capital outlay 7%.

EXPENDITURES BY BUDGET CATEGORY	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 03/31/2022	% BDGT USED	YTD BALANCE BALANCE 03/31/2021
Fund 180 - DOWNTOWN CRA FUND				
OPERATING	363,417	198,125	54.52	128,795
GRANTS & AID	67,500	-	0.00	425
CONTINGENCY	40,238	-	0.00	-
TRANSFERS TO OTHER FUNDS	41,434	20,175	48.69	19,281
CAPITAL OUTLAY	884,734	66,209	7.48	73,899
TOTAL EXPENDITURES	1,397,323	284,508	20.36	222,400

- Operating expenses are 55% of budget mainly due to professional services which are at 75% of budget through the end of the second quarter.
- Contingency represents planned savings to the Downtown Redevelopment Fund this fiscal year.
- Transfers to other funds represents transfers to the debt service fund to cover loan payments for downtown parking improvements.

- Capital Outlay is at 7% of budget due to timing of capital project expenditures and will not follow normal benchmarks each quarter.

DOWNTOWN COMMUNITY REDEVELOPMENT FUND CAPITAL PROJECTS

PROJECT DESCRIPTION	2021-22 AMEND BUDGET	QTR BALANCE 03/31/2022	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
FISH BUILDING ROOF	125,560	-	125,560	-	0.00
WAYFINDING SIGNS	51,095	32,262	-	18,833	36.86
PARKING LOT - 201 W. HOWRY AVE	498,250	-	-	498,250	100.00
RICH/CHURCH PARKING LOT	146,800	-	-	146,800	100.00
W. VOORHIS AVE STREETScape	44,469	26,671	2,185	15,614	35.11
PAINTERS POND PARK DESIGN	10,390	4,801	5,589	-	0.00
SUNFLOWER PARK DESIGN	8,170	2,475	5,695	-	0.00
	884,734	66,209	139,028	679,497	76.80

GRANTS & SPECIAL REVENUES FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Grants and Special Revenues Fund revenues realized at March 31, 2022 are \$219,173 or 3% of total budgeted revenues. The Grants and Special Revenues Fund was established to budget and account for all capital projects and expenditures relating to grants and other specific revenues that fund non-payroll operating expenses. Revenues in this fund are based on timing of projects and will not always follow the normal benchmarks for each quarter.

REVENUE SOURCE	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 03/31/2022	% BDGT USED	YTD QUARTER BALANCE 03/31/2021
Fund 190 - GRANT & SPECIAL REVENUE FUND				
OTHER TAXES	284,357	141,549	49.78	130,380
CAPITAL GRANTS	2,160,309	713	0.03	183,799
TRANSFERS FROM OTHER FUNDS	2,463,258	76,581	3.11	112,122
MISCELLANEOUS REVENUES	2,899,272	-	0.00	-
INTEREST REVENUES	-	331	100.00	735
	7,807,196	219,173	2.81	427,036
USE OF RESERVES	50,731	-		-
TOTAL REVENUES	7,857,927	219,173	2.79	427,036

- Transfers from other funds includes transfers from the General Fund \$2,263,023 (1% of pilot \$240,367 to cover repaving expenses, \$475,276 additional paving expenses, \$13,935 playground shade structure, \$99,173 playground at Jackson Lee Park, and \$1,434,272 for improvements at Melching Field) and transfers from the GIFT Fund \$200,000 for improvements at Melching Field.
- Federal grant revenue is 0% realized this period. Grant revenues are billed quarterly based on progress of grant funded projects and will be collected in a subsequent period. The federal grant projects budgeted this year include CDBG funds for ADA Right of Way Improvements and a shade structure at Chisholm Center and EPA funds for the Brownfield Environmental projects.
- State grant revenue is 1% realized this period. State grant projects budgeted this year include an FDOT grant for Woodland Blvd Lighting Improvements.

- Local grant revenue is 0% realized this period. Local grant projects budgeted this year include ECHO grant funds for Melching Field Renovations and playground equipment at Jackson Lake Park.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Grants and Special Revenues Fund expenditures as of March 31, 2022 are \$170,605 or 2% of total budgeted funds. Expenditures in this fund are based on timing of projects and will not always follow the normal benchmarks for a given quarter.

GRANTS & SPECIAL REVENUES FUND CAPITAL PROJECTS

PROJECT DESCRIPTION	2021-22 AMEND BUDGET	QTR BALANCE 03/31/2022	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
ROW ADA IMPROV (2020 CDBG)	91,072	-	25,436	65,636	72.07
ROW ADA IMPROV (2021 CDBG)	189,594	-	189,594	-	0.00
WOODLAND BLVD LIGHTING IMPROVEMENTS	249,925	7,505	242,358	62	0.02
STONE STREET - RIGHT OF WAY & ADA IMPROV	120,000	-	-	120,000	100.00
SPERLING SPORTS COMPLEX - ECHO	9,941	9,939	-	2	0.02
MELCHING FIELD RENOVATION & EXPANSION	5,798,544	153,161	996,630	4,648,753	80.17
SHADE STRUCTURE AT CHISHOLM CENTER	42,000	-	-	42,000	100.00
PLAYGROUND EQUIPMENT - JACKSON LAKE PARK	198,345	-	-	198,345	100.00
	6,699,421	170,605	1,454,017	5,074,799	75.75

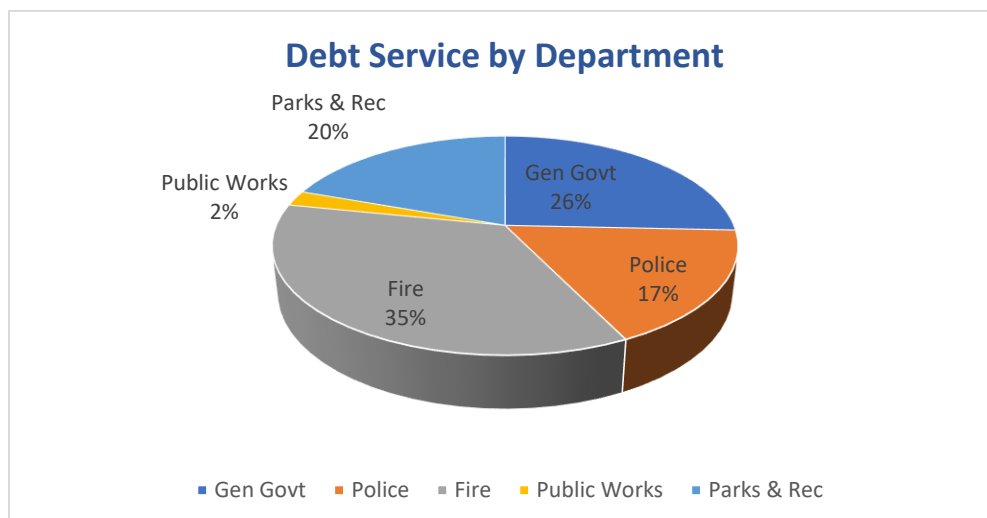
DEBT SERVICE FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Revenues for the Debt Service Fund consists of transfers from other funds which are used to pay debt payments for the current fiscal year. As of March 31, 2022, \$796,585 or 44% of budget was transferred from other funds to cover debt payments made by the end of the second quarter.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Debt Service Fund expenditures are \$796,585 or 44% of budgeted funds at the end of the second quarter. Expenditures by department for governmental related debt payments include General Government (212,028), Fire (\$278,692), Police (\$134,344), Public Works (\$17,782), and Parks and Recreation (\$153,739). Timing of debt payments are based on predetermined amortization schedules and will vary from quarterly benchmarks throughout the year.



Annual Debt Service Schedule – FY 2022

FY 2022				
From Amortization Schedules				
Debt Instrument	Principal Payments	Interest Payments	Total Payment Due	Principal Bal Due
2013A Note BB&T - EB Park	123,626	56,217	179,843	1,580,157
2013B Note BB&T - EB Park	46,800	21,282	68,082	598,190
2018A Revenue Note BB&T - Non-taxable	376,792	86,015	462,807	2,439,388
2018B Revenue Note BB&T - Taxable	61,538	37,023	98,561	867,985
2019 Revenue Note - Chase Bank	592,631	145,609	738,240	8,391,038
	1,201,387	346,146	1,547,533	13,876,757

From Amortization Schedules				
Capital Leases	Principal Payments	Interest Payments	Total Payment Due	Principal Bal Due
2020 Truist Bank Lease - Ladder Truck	187,882	16,345	204,227	979,611
2020 Printer/Copiers - DEX Imaging	39,597	-	39,597	122,116
	227,480	16,345	243,825	1,101,727

CAPITAL PROJECTS FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Revenues for the Capital Projects Fund total \$854,623 or 21% of budgeted funds. Revenues include transfers from other funds which are recognized when expenses are incurred for each project and will not always follow normal benchmarks each quarter.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Capital fund expenditures total \$1,151,694 or 29% of budgeted expenses. All expenses in this fund are for capital projects which are detailed in the section below.

CAPITAL PROJECTS FUND CAPITAL PROJECTS

PROJECT DESCRIPTION	2021-22 AMEND BUDGET	QTR BALANCE 03/31/2022	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
CIVIC PLAZA PAVER LEVELING	5,200	3,210	-	1,990	38.27
CITY HALL MEETING ROOM CHAIRS	17,880	9,636	8,244	0	0.00
IT ROOM AC REPLACEMENT	13,738	13,737	-	1	0.01
REPLACE ERP SYSTEM	139,731	21,518	39,000	79,213	56.69
RECORD MGMT PLAN SERVICES	36,750	-	-	36,750	100.00
ADA/ERP/PHONE	9,888	-	-	9,888	100.00
PANASONIC ARBITRATOR SYSTEM	19,900	-	-	19,900	100.00
ACCELA PLATFORM ENHANCEMENTS	101,063	3,145	14,153	83,766	82.88
CLOSED CAPTIONING	15,000	-	-	15,000	100.00
FIREHOUSE INSPECTOR	12,600	-	8,939	3,661	29.06
FORTIGATE ENTERPRISE BUNDLE SERVICE PACK	43,696	17,603	-	26,093	59.72
DATA CENTER MICROSOFT SERVER TO 2019	43,057	43,057	-	-	0.00
SPERLING COMPLEX OPTICAL NETWORK PROJECT	20,132	20,180	-	(48)	(0.24)
CELLEBRITE MOBILE FORENSIC	17,500	17,290	-	210	1.20

LIVE SCANNER SYSTEM	8,725	-	8,725	-	0.00
LEXIPOL ONLINE POLICY/PROCEDURE MAINT	29,500	29,318	-	182	0.62
LASERFICHE PROFESSIONAL AND WORKFLOW	80,000	-	-	80,000	100.00
ACCELA CIVIC PLATFORM ENHANCEMENTS	75,000	-	-	75,000	100.00
CLEARGOV BUDGET SOFTWARE	12,400	-	7,400	5,000	40.32
CITY WEBSITE REDEVELOPMENT	60,000	17,865	42,479	(344)	(0.57)
SANBORN CENTER AVI	11,111	-	-	11,111	100.00
CUSTOMER SERVICE PAYMENT KIOSK	76,438	10,019	66,419	-	0.00
WW POLE BARN CAMERAS (401)	10,760	10,759	-	1	0.01
PLANAR FOR NEW FIRE STATION	1,685	-	-	1,685	100.00
SERVER REFRESH	72,000	71,358	-	642	0.89
COPIER FOR PUBLIC SERVICES	14,154	-	-	14,154	100.00
LARGE FORMAT PLOTTER	5,000	-	-	5,000	100.00
NEW FIRE STATION {81}	334,670	225,414	34,525	74,730	22.33
FIRE STATION #81 RESERVE GARAGE	410,000	30,860	359,480	19,659	4.79
FIRE STATION #81 FFE	125,001	106,169	-	18,832	15.07
NEW EVIDENCE BUILDING	191,265	177,810	13,455	1	0.00
PD PERIMETER SECURITY FENCING AND WALL	181,000	-	-	181,000	100.00
DOOR ACCESS CONTROL SYSTEM	8,565	8,564	-	2	0.02
FORD EXPLORER FOR NEW CAPTAIN	49,764	-	42,292	7,472	15.01
FORD EXPLORER REPLACING PD46	63,082	5,544	54,107	3,431	5.44
FORD EXPLORER REPLACING PD65A	63,082	5,544	54,107	3,431	5.44
FORD EXPLORER REPLACING PD49	63,082	5,544	54,107	3,431	5.44
FORD EXPLORER REPLACING PD51	63,082	5,544	54,107	3,431	5.44
FORD EXPLORER FOR CSA/CHAPLAIN	48,992	-	42,917	6,075	12.40
NEW K-9 PURCHASE	12,500	12,500	-	-	0.00
CITY ENTRY FEATURE - DESIGN	16,730	500	16,230	-	0.00
NEW SIDEWALKS	103,000	-	-	103,000	100.00
HYDRAULIC TRUCK POST PULLER	6,650	-	-	6,650	100.00
REPLACE MOWER 132-5512	9,400	-	8,304	1,096	11.65
FORD F-150 REPLACE 1320141	30,866	-	30,319	547	1.77
KUBOTA EXCAVATOR KX040	58,178	-	46,464	11,714	20.13
TRAILER FOR EXCAVATOR KX040	5,650	-	-	5,650	100.00
UTILITY TRACTOR/MOWER REPLACE 1320115	34,504	-	33,805	699	2.03
UTILITY TRAILER 132-TL-007	6,242	6,241	-	1	0.01
CAT DOZER REPLACE 1320130	162,157	-	153,129	9,028	5.57
132INM-021 ZTURN	8,996	-	8,604	392	4.36
TRUCK MOUNTED PAINT SPRAYER	53,200	-	39,825	13,375	25.14
NEW PROPAGATION GREENHOUSE	26,636	11,220	-	15,416	57.88
BUCKET TRUCK 1330145	250,344	-	222,859	27,485	10.98
NISSAN ROGUE NEW ARBORIST TECH	23,905	-	22,772	1,133	4.74
FORD ESCAPE 1330113	23,905	-	22,179	1,726	7.22
SCAG ZTURN 48' REPLACE 133-MO-27	9,038	-	-	9,038	100.00
54" ZTURN REPLACE 134-MOW-28	9,458	-	8,304	1,154	12.20
REPLACE ROOF MAIN ADMIN PARKS & REC DEPT	80,000	-	-	80,000	100.00
DELAND HOUSE FOUNDATION AND ROOF IMPROVE	65,000	-	-	65,000	100.00
LIGHTS AT SPERLING SOFTBALL FIELDS	205,500	177,500	-	28,000	13.63
INSTALL BLACKOUT DRAPES AT SANBORN	9,830	-	-	9,830	100.00
SPEC MARTIN FACILITY IMPROVEMENTS	75,000	-	-	75,000	100.00
STADIUM SEATS - MELCHING FIELD	12,750	-	-	12,750	100.00
REPLACE A/C UNIT AT CHISHOLM GYMNASIUM	15,150	15,150	-	-	0.00
REPLACE A/C UNIT AT BURGESS BUILDING	7,225	7,225	-	-	0.00
REPLACE A/C UNIT AT DREGGORS PARK ADMIN	24,400	24,400	-	-	0.00
REPLACE SODCUTTER AT MELCHING FIELD	6,150	-	-	6,150	100.00
REPLACE 2003 JOHN DEER GATOR #61	11,073	-	11,072	1	0.01
REPLACE 2013 JOHN DEERE 150-MOW-002	9,092	9,091	-	1	0.01
TORO ELECTRIC SCOOTER 143-SCT-001	11,073	-	11,072	1	0.01
SCAGG CHEETAH MOWER #143-MOW-006	9,092	9,091	-	1	0.01
JOHN DEERE 4400 TRACTOR 143-TRA-002	19,086	19,086	-	-	0.00
FORD RANGER #143-22	30,898	-	30,319	579	1.87
	3,997,171	1,151,694	1,569,716	1,275,761	31.92

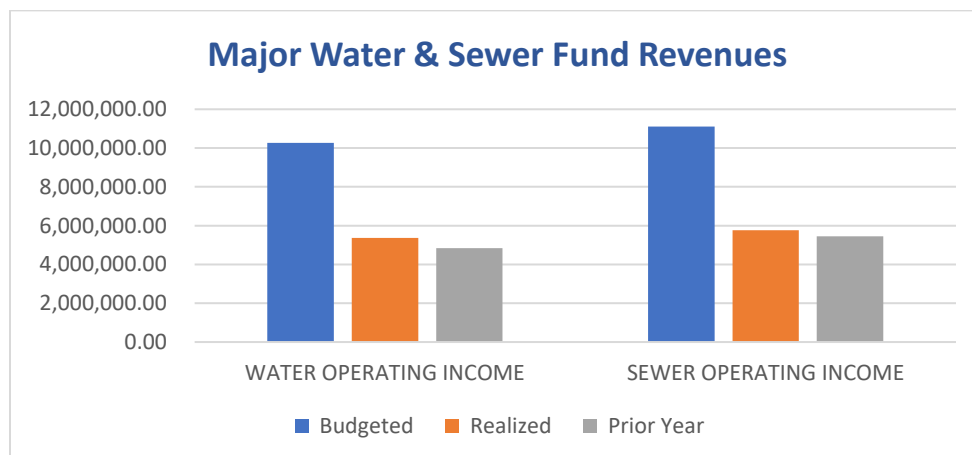
WATER & SEWER FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Water & Sewer revenues as of March 31, 2022 are \$12,765,350 or 50% of budget for the year. Revenue by category as a percent of budget realized is capital grants 55%, charges for services 54%, miscellaneous revenues -181%, interest revenues 76%, and charges for governmental services 333%. Water sales are 52% realized at \$5,361,373 and sewer sales are 52% realized at \$5,771,869.

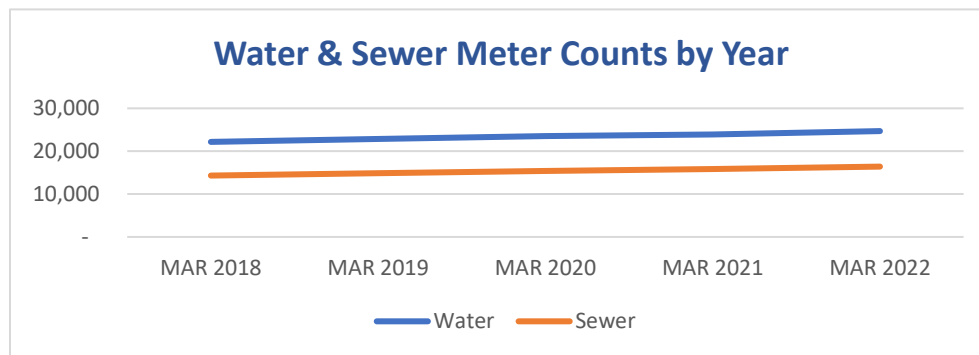
REVENUE SOURCE	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 03/31/2022	% BDGT USED	YTD QUARTER BALANCE 03/31/2021
Fund 401 - WATER & SEWER FUND				
CAPITAL GRANTS	1,535,677	841,021	54.77	31,200
CHARGES FOR SERVICES	23,439,176	12,573,813	53.64	11,322,462
MISCELLANEOUS REVENUES	438,357	(793,366)	(180.99)	(110,736)
INTEREST REVENUES	120,000	90,612	75.51	73,160
CHARGES FOR GOVT SERVICES	16,000	53,270	332.94	52,156
	25,549,210	12,765,350	49.96	11,368,241
USE OF RESERVES	22,108,120	-		-
TOTAL REVENUES	47,657,330	12,765,350	26.79	11,368,241

- Miscellaneous revenues are -181% realized at the end of the second quarter mainly due to the unrealized loss on investments for (\$1,144,476).
- Charges for government services are 333% realized mainly due to the contribution from the Refuse Fund to cover administrative expenses for billings and collections. Recycling costs are currently more than charges for services in this fund so the budget for contributions was reduced to \$0 this year in an effort to balance the fund. These revenues will be transferred back to the refuse fund at the end of the fiscal year to cover any losses for the year.



As of March 31, 2022, there are 24,691 water customers and 16,409 sewer customers billed each month. As reclaim lines are installed, irrigation accounts will decrease while reclaim accounts increase.

Meter Count and Consumption		
March 2022		
Water Meters:		
Potable		21,882
Irrigation		1,504
Reclaim		1,286
Hydrant		19
Total Meters		24,691
Sewer:		
Sewer		16,409
Total W & S		41,100



A Water, Wastewater, and Reclaimed Water Rate & Development Fee Study was performed during fiscal year 2021 by Raftelis Financial Consultants to determine the necessary water and sewer rate adjustments needed over the next five years in order to fund future capital projects including alternative water supply projects. Findings from the rate study were presented to the City Commission on 8/16/2021.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

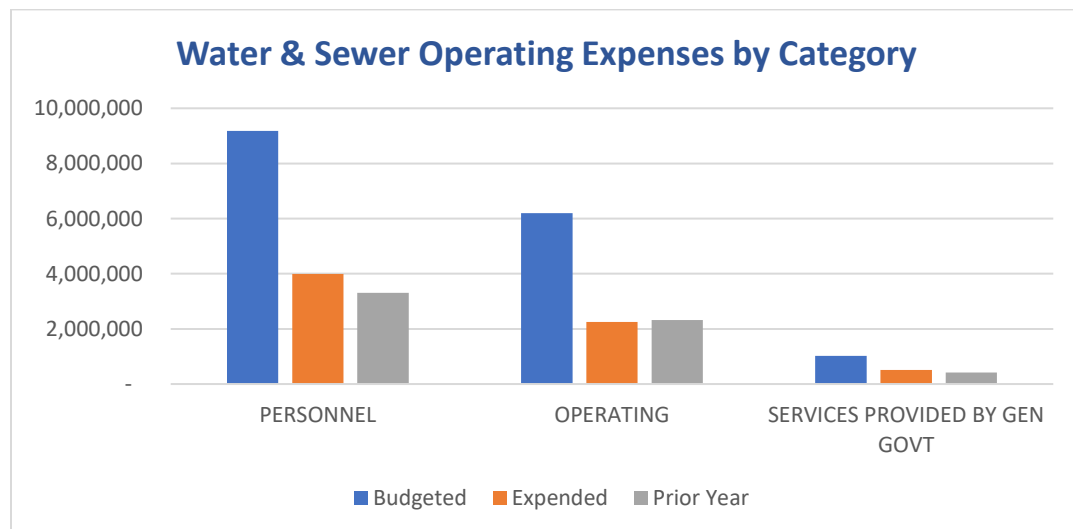
Water and Sewer Fund expenditures are at \$11,466,247 or 24% of budgeted expenses as of March 31, 2022. Expenditures by category as a percent of appropriated funds are personnel 44%, operating 36%, contingency 0%, transfers to other funds 47%, capital outlay 12%, and services provided by general government 50%.

EXPENDITURES BY BUDGET CATEGORY	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 03/31/2022	% BDGT USED	YTD BALANCE BALANCE 03/31/2021
Fund 401 - WATER & SEWER FUND				
PERSONNEL	9,177,440	3,991,845	43.50	3,307,880
OPERATING	6,202,223	2,252,994	36.33	2,315,854
CONTINGENCY	256,816	-	0.00	-
TRANSFERS TO OTHER FUNDS	2,738,281	1,286,283	46.97	1,329,449
CAPITAL OUTLAY	28,261,351	3,424,515	12.12	1,103,474
SERVICES PROVIDED BY GEN GOVT	1,021,219	510,609	50.00	418,224
TOTAL EXPENDITURES	47,657,330	11,466,247	24.06	8,474,880

- Operating expenses are at 36% of budget mainly due to meter operating supplies that are at 27% expended through the end of the second quarter.
- Capital Outlay is at 12% of budget due to timing of project related expenses and will not follow normal benchmarks for each quarter.

EXPENDITURES BY DEPARTMENT	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 03/31/2022	% BDGT USED	YTD QUARTER BALANCE 03/31/2021
4201 - UTILITIES ADMIN	14,673,588	2,093,158	14.26	1,829,455
4202 - ENGINEERING	995,458	448,867	45.09	363,896
4203 - WATER PRODUCTION	5,987,218	699,431	11.68	750,991
4204 - WATER DISTRIBUTION	6,508,804	1,557,127	23.92	1,319,316
4205 - WASTEWATER TREATMENT	10,908,304	3,345,770	30.67	1,101,206
4206 - UTILITIES MAINTENANCE	2,472,854	917,849	37.12	787,603
4208 - FACILITIES MAINTENANCE	1,099,012	335,685	30.54	307,907
4209 - CUSTOMER SERVICE	1,743,522	620,008	35.56	538,609
4210 - WASTEWATER COLLECTION	1,655,922	853,292	51.53	849,444
9990 - CONTINGENCY	256,816	-	0.00	-
9998 - CONTRIBUTIONS	1,021,219	510,609	50.00	418,224
9999 - TRANSFERS	334,613	84,449	25.24	208,229
TOTAL EXPENDITURES - FUND 401	47,657,330	11,466,247	24.06	8,474,880

- Expenses by department are lower than budget mainly due to the timing of capital project and professional service expenses included in each departmental budget. Project expenses often cross several years and will not be fully expended during one fiscal year.
- Contributions are budgeted annually and are based on an allocation of administrative and other shared operating cost of services provided by other departments to the fund.
- Transfers include transfers to the debt service fund (\$7,680) for printer lease payments, transfers to the capital projects fund (\$291,115) and transfers to the general fund for operating capital (\$35,818) which are recorded when expenses are incurred and will not follow normal benchmarks each quarter.



WATER & SEWER FUND CAPITAL PROJECTS

	2021-22 AMEND	QTR BALANCE	ENCUMBERED	UNENCUMBERED	% BDGT
PROJECT DESCRIPTION	BUDGET	03/31/2022	YEAR-TO-DATE	BALANCE	REMAIN
UTILITIES ADMIN BLDG DESIGN	442,709	168,000	264,000	10,709	2.42
UTILITIES ADMIN BUILDING CONSTRUCTION	10,090,000	-	-	10,090,000	100.00
DOWNTOWN DEVELOPMENT FLOW STUDY	55,752	44,141	11,611	-	0.00
2022 NISSAN PATHFINDER, REPLACE #2020116	36,460	32,299	-	4,161	11.41
WTP #10 PROJECT A WELL SITE	568,370	-	9,974	558,396	98.25
WTP#10 SUPPLY WELLS FG1-2	1,419,125	6,313	188,153	1,224,659	86.30
WP#10 DESIGN	2,158,858	-	-	2,158,858	100.00
WATER PLANT #12 CROM TANK REHABILITATION	48,300	48,300	-	-	0.00
WATER PLANT #6 GENERATOR ENCLOSURE	9,875	9,875	-	-	0.00
WP#4 HIGH SVC PUMP REPLACEMENT	29,448	29,448	-	-	0.00
WP#9 SUBMERSIBLE MIXING SYSTEM	41,550	-	-	41,550	100.00
WP#9 VFD REPLACEMENT	27,165	-	-	27,165	100.00
WATER PLANT #2 PUMP & PIPING REPLACEMENT	50,464	-	-	50,464	100.00
WTP #2 WELLS 3 & 4 MOTORS	16,153	-	-	16,153	100.00
WATER PLANT #12 VFD REPLACEMENT (3 UNITS	20,720	-	17,495	3,225	15.56
WATER PLANT #4 PUMP & PIPING REPLACEMENT	28,138	-	-	28,138	100.00
WTP #4 WELL 6 MOTOR REPLACEMENT	11,566	49	-	11,517	99.58
WATER PLANT #1 SUBMERSIBLE MIXING UNIT	13,876	11,650	-	2,226	16.04
WATER PLANT #3 SUBMERSIBLE MIXING UNIT	14,115	11,674	-	2,441	17.29
WATER PLANT #12 SUBMERSIBLE MIXING UNIT	14,115	11,746	-	2,369	16.79
WATER FLUORIDATION SYSTEM	75,551	-	-	75,551	100.00
SHED#1 POLE BARN ENCLOSURE	50,200	-	-	50,200	100.00
SR44 BRIDGE UTILITY RELOCATION	66,140	-	1,389	64,751	97.90
WATER MAIN RELOCATION SR44	28,768	-	28,767	1	0.00
AWNING FOR OUTSIDE SUPPLIES	15,300	-	-	15,300	100.00
EDISON WATER MAIN	662,000	-	-	662,000	100.00
WOODLAND & MANDARIN WATER MAIN	60,282	-	-	60,282	100.00
W SR 44 UTILITY RELOCATION	457,356	-	-	457,356	100.00
AMELIA AVE ROUNDABOUT UTILITY RELOCATION	40,000	-	-	40,000	100.00
NEW VALVE FOR 15A	38,150	17,000	21,150	-	0.00
GRUNDOMAT BORING TOOL	5,900	-	-	5,900	100.00
METER REPLACEMENT	480,000	-	-	480,000	100.00
21-22 WATER METER REPLACEMENTS - EQUIP	480,000	-	-	480,000	100.00
21-22 WATER METER REPLACE- METER BOXES	40,000	2,213	-	37,787	94.47
21-22 VALVE MAINTENANCE TRAILER	80,650	-	76,560	4,090	5.07
3" WHEEL MOUNTED DIAPHRAGM	5,950	-	5,641	309	5.19
F-250 REPLACEMENT FOR 204-5417; 204-94	44,000	-	40,157	3,843	8.73
NEW F-150 4X4 FOR UTILITY INSPECTOR	36,000	33,080	-	2,920	8.11
NASH WRF S. RECLAIM STATION CONSTRUCTION	1,600,000	-	-	1,600,000	100.00
NASH WRF ENG, PLANNING & CONSTRUCTION	2,540,000	-	2,218,000	322,000	12.68
DIGESTER UPGRADES AND IMPR	1,811,364	645,874	1,165,489	1	0.00
RECLAIM ADELLE AVE LOOP	19,590	1,250	5,275	13,065	66.69
US92 RECLAIM STORAGE AND REPUM	2,409,755	1,712,177	417,046	280,532	11.64
AUTOCLAVE42	15,627	-	-	15,627	100.00
NORTH AMELIA GATE REPLACEMENT	45,000	37,292	-	7,708	17.13
TURBIDITY AND SUSPENDED SOLIDS ANALYZER	8,750	-	-	8,750	100.00
WWTP ADMIN BUILD ROOF A/C REPLACEMENT #1	14,000	-	-	14,000	100.00
SLUDGE BUILDING #2 A/C REPLACEMENT	22,796	-	-	22,796	100.00
WWTP ADMIN BUILD ROOF A/C REPLACEMENT #2	12,000	-	-	12,000	100.00
PISTA GRIT CONCENTRATOR	5,830	5,300	-	530	9.09
LAB FIELD ANALYZER	7,965	-	-	7,965	100.00
L/S#47 PUMP & CONTROL PANEL REPLACEMENT	44,149	822	39,647	3,680	8.34
L/S#55 PUMP & CONTROL PANEL REPLACEMENT	54,703	7,121	47,423	159	0.29
L/S#75 PUMP & CONTROL PANEL REPLACEMENT	57,312	7,980	45,203	4,129	7.21
L/S#76 PUMP & CONTROL PANEL REPLACEMENT	65,640	7,268	58,372	0	0.00
L/S#81 PUMP & CONTROL PANEL REPLACEMENT	65,879	440	56,071	9,368	14.22
L/S#75 GENERATOR	40,658	4,625	36,820	(787)	(1.94)
FORD TRANSIT T-250 FOR NEW ELECTRICIAN	41,500	-	37,714	3,786	9.12

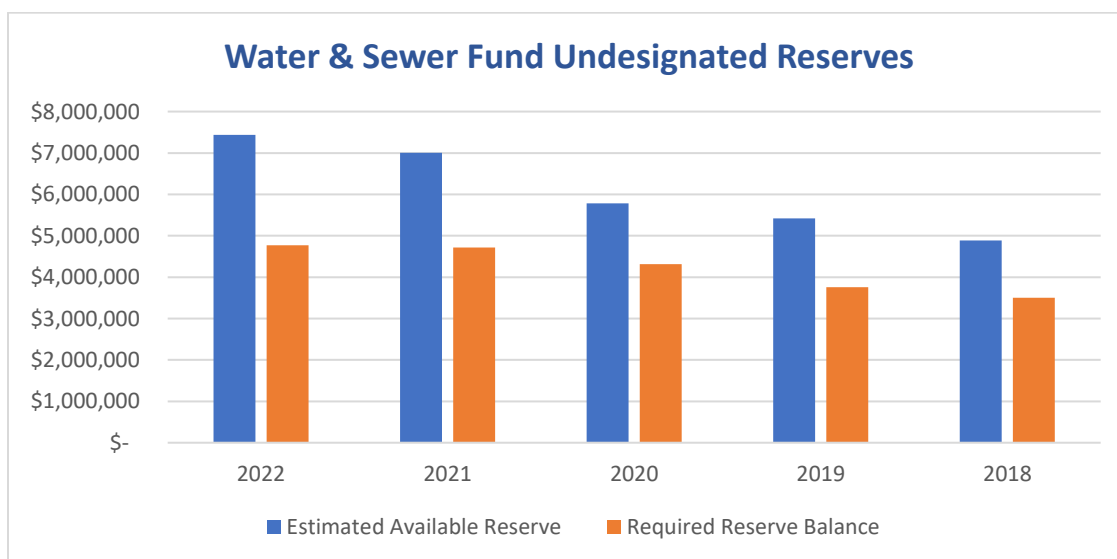
VIVAX METROTECH LOCATORS (3)	20,875	19,643	-	1,232	5.90
OPEN MOWING TRAILER	5,950	5,941	-	9	0.15
F150 4X4 TO PULL VACTRON	36,000	-	32,950	3,050	8.47
MULTI-TANK FUEL TRAILER	46,729	-	46,729	0	0.00
STANDBY GENERATOR FOR L/S#84 SW MID SCH	41,530	-	-	41,530	100.00
RECOAT METAL ROOF AT 226 W MICHIGAN AVE	16,897	-	16,897	-	0.00
GENIE 3- SINGLE MAN LIFT FOR GENIE AWP30	8,327	-	7,589	738	8.86
CATERPILLAR 2CC40004 TIRE LIFT TRUCK	35,979	-	35,979	-	0.00
FORD TRANSIT T-350 CARGO VAN	49,451	-	48,056	1,395	2.82
NEW FORD F-150	30,319	-	30,319	-	0.00
NEPTUNE AMI PILOT	300,000	-	-	300,000	100.00
SPRING HILL SANITARY SEWER PH3	127,028	2,980	-	124,048	97.65
UTILITY RELOCATION ORANGE CAMP	164,293	70,800	6,092	87,401	53.20
MANHOLE REHAB (35-50)	15,245	-	15,146	99	0.65
SEWER LINE REHABILITATION	52,310	15,896	36,410	4	0.01
21/22 SEWER LINE REHABILITATION	150,000	-	137,875	12,125	8.08
21/22 MANHOLE REHABILITATION	60,000	-	57,296	2,704	4.51
SEWER JET TRUCK	454,894	453,318	-	1,576	0.35
	28,261,351	3,391,394	5,223,649	19,565,699	69.23

WATER & SEWER FUND RESERVE ANALYSIS

According to city policy, the city will manage its fiscal resources to ensure funding for city operations is not disrupted. A reserve equivalent to three month's operating needs shall be maintained in the Water & Sewer Fund. The funds available for this reserve are estimated to be \$7,438,948 which represents a reserve balance of \$2,671,687 above the three-month required Undesignated Reserve of \$4,767,262 at March 31, 2022.

Fiscal Year 2022 Undesignated Reserve Analysis

	1st QTR	2nd QTR	3rd QTR	4th QTR
Estimated Available Reserve Funds	\$ 7,438,948	\$ 7,438,948		
Required 3 Month Undesignated Reserve	4,798,065	4,767,262		
Surplus/Deficit	\$ 2,640,883	\$ 2,671,687		



WATER & WASTEWATER TRUST FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Water & Wastewater Trust Fund revenues realized are \$1,821,574 or 42% of budget as of March 31, 2022. Revenue by category as a percent of budgeted funds are permits, fees and special assessments 55%, capital grants 34%, miscellaneous revenue 100%, and interest earnings 100%.

REVENUE SOURCE	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 03/31/2022	% BDGT USED	YTD QUARTER BALANCE 03/31/2021
Fund 404 - WATER & WASTEWATER TRUST				
PERMITS, FEES, & SPECIAL ASSESSMENTS	3,000,000	1,656,242	55.21	1,541,281
CAPITAL GRANTS	1,317,033	449,886	34.16	138,315
MISCELLANEOUS REVENUES	-	(304,567)	100.00	(50,944)
INTEREST REVENUES	-	20,013	100.00	18,354
	4,317,033	1,821,574	42.20	1,647,006
USE OF RESERVES	8,950,234	-		-
TOTAL REVENUES	13,267,267	1,821,574	13.73	1,647,006

- Miscellaneous Revenues are negative due to the unrealized loss on investments through the end of the second quarter.
- Capital Grants revenues are requested when corresponding project expenses are incurred and will not follow normal benchmarks each quarter.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Water & Wastewater Trust Fund expenditures are \$2,377,074 or 18% as of March 31, 2022. All budgeted expenses in this fund are for capital outlay which is detailed in the Capital Project section below.

WATER & WASTEWATER TRUST FUND CAPITAL PROJECTS

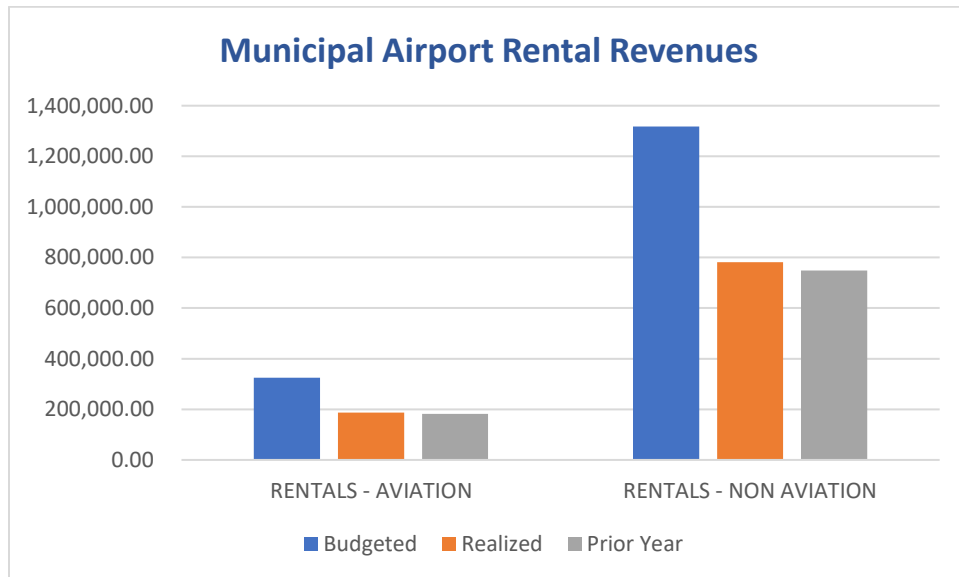
PROJECT DESCRIPTION	2021-22 AMEND BUDGET	QTR BALANCE 03/31/2022	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
RECLAIM EXP PHASE 4 - DESIGN	54,166	-	49,505	4,661	8.60
2020 WATER MAIN IMPROVEMENT	102,998	3,575	99,422	1	0.00
SPRING HILL SANITARY SEWER PH	44,802	2,345	42,456	1	0.00
2021 WATER MAIN IMPROVEMENTS	1,631,359	359,174	872,642	399,542	24.49
ALABAMA/AMELIA RECLAIM EXT	1,194,884	7,770	1,186,718	396	0.03
RECLAIM WATER EXP 4A & ADELLE	3,776,428	1,946,602	1,606,666	223,160	5.91
WRF SOUTH REUSE PUMP STATION	59,222	43,897	15,324	0	0.00
NORTHFIELD WELLFIELD ACQUISITION	1,000,000	-	-	1,000,000	100.00
2022 WATER MAIN IMPROVEMENTS	2,642,186	4,734	203,196	2,434,256	92.13
2022 DELEON SPRINGS WATER MAIN IMPROVE	2,000,000	-	-	2,000,000	100.00
RECLAIM WATER EXPANSION PHASE #5 DESIGN	237,622	8,976	228,646	-	0.00
EAST REGIONAL FORCE MAIN SEWER DESIGN	323,600	-	323,600	-	0.00
SPRING HILL PHASE #4 SEWER DESIGN	200,000	-	-	200,000	100.00
	13,267,267	2,377,074	4,628,177	6,262,017	47.20

MUNICIPAL AIRPORT FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Municipal Airport Fund revenues realized as of March 31, 2022 are \$1,033,337 or 11% of total revenues budgeted this fiscal year. Revenues by category are grant revenues 0%, charges for services 57%, miscellaneous revenues 20%, interest revenues 48% and rental revenues 59%.

REVENUE SOURCE	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 03/31/2022	% BDGT USED	YTD QUARTER BALANCE 03/31/2021
Fund 430 - AIRPORT FUND				
CAPITAL GRANTS	7,040,179	5,828	0.08	28,602
TRANSFERS FROM OTHER FUNDS	665,519	-	0.00	-
CHARGES FOR SERVICES	98,149	56,154	57.21	24,027
MISCELLANEOUS REVENUES	5,000	992	19.84	1,493
INTEREST REVENUES	4,990	2,393	47.96	2,025
RENTAL INCOME	1,642,329	967,970	58.94	931,290
	9,456,166	1,033,337	10.93	987,437
USE OF RESERVES	1,178,013	-		-
TOTAL REVENUES	10,634,179	1,033,337	9.72	987,437

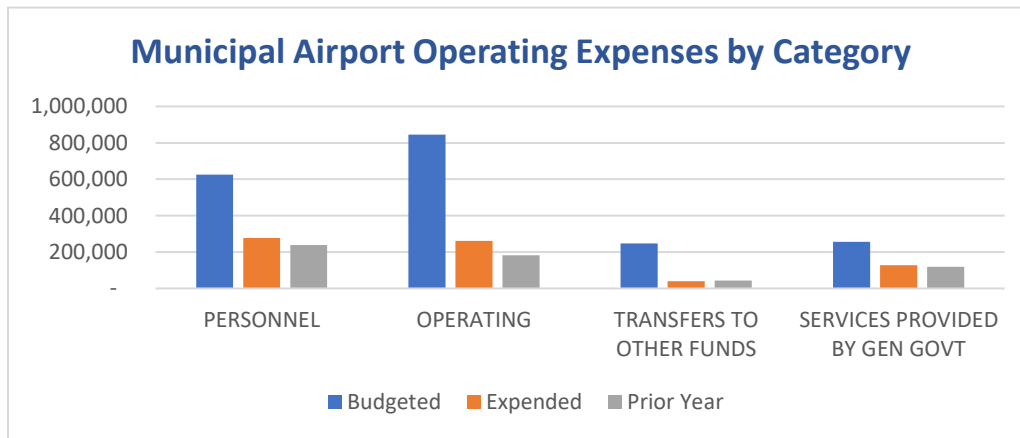


- Charges for Services includes Airport Showcase revenues which are realized seasonally and is held in November. Showcase revenues this quarter total \$56,154.
- Federal and State grant revenues are 0% realized due to the timing of grant funded revenues collected throughout the year. All airport grants are reimbursement grants and revenues are collected after expenses are incurred and eligible for reimbursement.
- Budgeted transfers from the General Fund of \$665,519 for the Airport Access Road will be recorded when project expenses are incurred.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Municipal Airport Fund expenditures are \$765,517 or 7% of total budget for fiscal year ending March 31, 2022. Expenditures by category are personnel 44%, operating expenses 31%, transfers to other funds 16%, capital outlay 0%, and services provided by general government 50%.

EXPENDITURES BY BUDGET CATEGORY	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 03/31/2022	% BDGT USED	YTD BALANCE BALANCE 03/31/2021
Fund 430 - AIRPORT FUND				
PERSONNEL	625,773	278,066	44.44	239,000
OPERATING	844,860	261,997	31.01	181,728
TRANSFERS TO OTHER FUNDS	246,517	40,569	16.46	42,889
CAPITAL OUTLAY	8,660,755	56,748	0.66	101,817
SERVICES PROVIDED BY GEN GOVT	256,274	128,137	50.00	119,603
TOTAL EXPENDITURES	10,634,179	765,517	7.20	685,038



- Transfers to other funds includes transfers to the general fund for repayment of debt (\$225,874), transfer to debt service fund for repayment of copier lease (\$3,060) and transfer to capital project fund for shared project cost for IT projects (\$17,583).
- Capital outlay is at 0% of budget due to timing of capital projects planned for the airport.

MUNICIPAL AIRPORT FUND CAPITAL PROJECTS

PROJECT DESCRIPTION	2021-22 AMEND BUDGET	QTR BALANCE 03/31/2022	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
T-HANGARS & ELEC GATE	1,694,447	3,040	20,267	1,671,141	98.62
DESIGN ADDITIONAL NEW HANGARS	110,000	-	-	110,000	100.00
DESIGN PHASE 2 OF EAST HANGAR COMPLEX	130,000	-	-	130,000	100.00
REHAB E&W APRON & ELEC HOMERUN	3,105,243	2,075	2,490	3,100,678	99.85
NW INDUSTRIAL BUS PK ACCESS RD	2,021,547	5,073	71,348	1,945,126	96.22
3-1200 GALLON FUEL FARM	744,226	10,206	28,955	705,065	94.74
NEW FENCE - SPORT VILLAGE	31,000	-	-	31,000	100.00
WILDLIFE MANAGEMENT PLAN	40,292	36,355	3,937	-	0.00
ENVIRONMENTAL MITIGATION FROM WHMP	350,000	-	-	350,000	100.00
DESIGN REHAB OF SOUTH-CENTRAL APRON	120,000	-	-	120,000	100.00
SECURITY CAMERAS & FENCING	314,000	-	-	314,000	100.00
	8,660,755	56,748	126,997	8,477,010	97.88

REFUSE COLLECTION FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Refuse Collection Fund revenues realized on March 31, 2022 are \$2,072,069 or 51% of budgeted revenues for the fiscal year.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

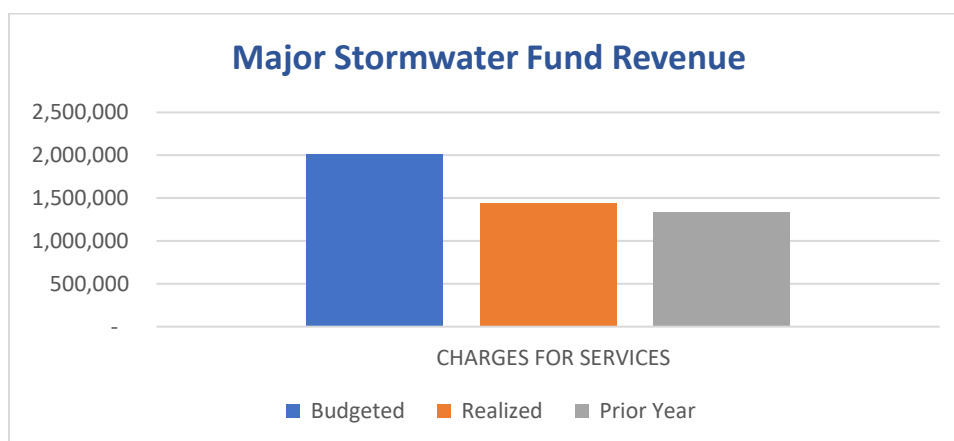
Refuse Collection Fund expended funds are \$1,755,555 or 43% of budgeted expenses for the fiscal year. Operating expenses are paid when incurred and timing of payments does not always correlate to period benchmarks. Transfers to other funds cover administrative and billing fees incurred by the water and sewer fund.

STORMWATER FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Stormwater Fund revenues are \$1,381,872 or 68% of budgeted revenues for the fiscal year ending March 31, 2022. An annual stormwater fee is billed each year for property within the City limits to owners of property that is leased or developed parcels that do not have separate water/sewer accounts. Stormwater fees are typically billed at the end of the calendar year. A rate study was performed during FY 2020 to determine the necessary rate adjustment needed over the next five years to fund future capital projects. Beginning in FY 2022, stormwater rates will increase 4% annually through fiscal year 2026.

REVENUE SOURCE	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 03/31/2022	% BDGT USED	YTD QUARTER BALANCE 03/31/2021
Fund 450 - STORMWATER FUND				
CHARGES FOR SERVICES	2,010,612	1,438,925	71.57	1,340,435
MISCELLANEOUS REVENUES	2,500	(62,715)	(2,508.62)	21,128
INTEREST REVENUES	8,000	5,662	70.77	4,798
	2,021,112	1,381,872	68.37	1,366,362
USE OF RESERVES	1,639,909	-		-
TOTAL REVENUES	3,661,021	1,381,872	37.75	1,366,362



- Charges for services is higher than second quarter benchmarks due to annual billings of stormwater fees for property owners.
- Miscellaneous revenue is negative due to the unrealized loss on investments through the end of the second quarter.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Stormwater Fund expenditures are \$1,249,924 or 34% of total budgeted funds for the year. Expenses by category are personnel 38%, operating 27%, transfers to other funds 20%, capital outlay 32%, and services provided by general government 50%.

EXPENDITURES BY BUDGET CATEGORY	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 03/31/2022	% BDGT USED	YTD BALANCE BALANCE 03/31/2021
Fund 450 - STORMWATER FUND				
PERSONNEL	791,475	300,141	37.92	211,578
OPERATING	365,164	99,927	27.36	91,006
TRANSFERS TO OTHER FUNDS	19,548	3,943	20.17	3,965
CAPITAL OUTLAY	2,219,717	713,355	32.14	166,145
SERVICES PROVIDED BY GEN GOVT	265,117	132,558	50.00	128,528
TOTAL EXPENDITURES	3,661,021	1,249,924	34.14	601,222

- Operating expenses are lower than the second quarter benchmark mainly due to contractual services which includes funding for prison work crews which have been unavailable this year. Rentals & Leases, Building Maintenance and Operating Capital are also below budget this quarter.

STORMWATER FUND CAPITAL PROJECTS

PROJECT DESCRIPTION	2021-22 AMEND BUDGET	QTR BALANCE 03/31/2022	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
NEW POLE BARN FOR SW DEPT	245,000	-	-	245,000	100.00
REPLACE K-MART PUMP STATION	700,297	379,103	5,900	315,294	45.02
CITY HALL DRAINAGE PIPE 24"	111,090	-	-	111,090	100.00
NEW HAMPSHIRE AVE POND ADDITIO	61,043	2,100	24,500	34,443	56.42
BOSTON/RICH AVE DRAINAGE IMPRO	65,019	-	-	65,019	100.00
WATERFORD LAKES SW PIPE LINING	13,813	-	5,000	8,813	63.80
980 PENNSYLVANIA AVE DRAINAGE	72,000	-	-	72,000	100.00
HUBBARD AVE & HIGH ST DRAINAGE	100,000	-	-	100,000	100.00
MISC STORMWATER IMPROVS (NEIGHBORHOOD)	100,000	-	97,627	2,373	2.37
MISC STORMWATER IMPROVEMENTS (PONDS)	20,000	-	-	20,000	100.00
BROOM ATTACH FOR NEW SKID STEER SLV95-2S	5,770	5,019	-	751	13.02
MOW HEAD ATTACH NEW SKID STEER SLV95-2S	10,905	10,904	-	1	0.01
DITCH BANK MOWER 450TR-1	201,715	201,460	-	255	0.13
SKID STEER REPLACE 4500171	71,266	66,049	-	5,217	7.32
STERLING TRACTOR REPLACE 4500168	199,951	-	125,760	74,191	37.10
MOWER REPLACE 450-INM-513	9,479	-	9,091	388	4.09
6" MOBILE PUMP REPLACE 450-PP-04	49,333	48,720	-	613	1.24
FULLY BUILT CAMERA INSPECTION VEHICLE	183,036	-	183,035	1	0.00
	2,219,717	713,355	450,914	1,055,448	47.55

PERMITS & INSPECTIONS FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Permits & Inspections Fund revenue as of March 31, 2022 is \$1,028,857 or 54% of revenues budgeted this fiscal year.

REVENUE SOURCE	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 03/31/2022	% BDGT USED	YTD QUARTER BALANCE 03/31/2021
Fund 480 - PERMITS & INSPECTIONS FUND				
PERMITS, FEES, & SPECIAL ASSESSMENTS	1,693,753	965,069	56.98	834,638
CHARGES FOR SERVICES	201,624	168,447	83.54	115,750
MISCELLANEOUS REVENUES	3,000	(112,051)	(3,735.03)	(18,209)
INTEREST REVENUES	10,000	7,393	73.93	6,185
	1,908,377	1,028,857	53.91	938,363
USE OF RESERVES	1,594,808	-		-
TOTAL REVENUES	3,503,185	1,028,857	29.37	938,363

- Building permit fees are up \$130,431 or 16% compared to this same quarter one year ago.
- Charges for services are higher than budget mainly due to building plan reviews and submittal fees which are significantly over budget at the end of the second quarter.
- Miscellaneous revenues are negative due to the unrealized loss on investments this quarter.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Permits & Inspections Fund expenditures are \$1,268,480 or 36% of budgeted funds at the end of the second quarter. Expenditures by category as a percentage of appropriated funds are personnel 43%, operating expenses 14%, transfers to other funds 5%, capital outlay 65%, and services provided by general government 50%.

EXPENDITURES BY BUDGET CATEGORY	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 03/31/2022	% BDGT USED	YTD BALANCE BALANCE 03/31/2021
Fund 480 - PERMITS & INSPECTIONS FUND				
PERSONNEL	1,685,996	730,034	43.30	583,829
OPERATING	742,313	102,081	13.75	19,293
TRANSFERS TO OTHER FUNDS	279,033	14,400	5.16	33,084
CAPITAL OUTLAY	163,481	105,784	64.71	48,586
SERVICES PROVIDED BY GEN GOVT	632,362	316,181	50.00	274,058
TOTAL EXPENDITURES	3,503,185	1,268,480	36.21	958,849

- Operating expenses are at 14% of budget mainly due to \$440,000 budgeted for condemnations which are at 0% of budget this quarter.
- Transfers to other funds includes \$219,246 for shared costs of capital expenses in the Capital Fund, \$4,056 for copier lease payments in the debt service fund and \$55,731 for shared costs of IT maintenance expenses in the General Fund. Transfers are recorded when expenses are incurred and will not follow normal benchmarks each quarter.

PERMITS & INSPECTIONS FUND CAPITAL PROJECTS

	2021-22 AMEND BUDGET	QTR BALANCE 03/31/2022	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
PROJECT DESCRIPTION					
LAND MGMT UPGRADE	8,356	-	-	8,356	100.00
P&I OFFICE RENNOVATIONS	90,000	40,659	6,922	42,419	47.13
2021 FORD F-150 CREW CAB	31,442	31,442	-	-	0.00
2021 FORD F-150 SUPER CAB TRUCK	33,683	33,683	-	-	0.00
	163,481	105,784	6,922	50,775	31.06

HEALTH INSURANCE COST CONTAINMENT FUND

The Health Insurance Cost Containment Fund (HICC) was created to account for the operation of a health center in an attempt to defray the rising costs of health insurance. The center provides free health care to all employees and the dependents of employees who are currently insured through the City's health plan. The HICC Fund results in reduced costs compared to regular health provider services and benefits employees by minimizing the annual increase in health insurance. The majority of revenue reflected in this fund represents transfers made from all other funds and totals \$280,335 or 50% of budget as of March 31, 2022. This fund has a budgeted Use of Reserves totaling \$50,000 to offset expenses this fiscal year.

Expended funds are \$261,789 or 43% at the end of the second quarter. Expenditures by category as a percentage of appropriated funds are operating expenses 42% and services provided by general government 50%.

WORKERS' COMPENSATION SELF-INSURANCE FUND

Worker's Comp Revenue as of March 31, 2022 total \$370,698. Premium revenues reflected in the Workers' Compensation Self-Insurance Fund represent transfers made from all other funds and totals \$407,583 or 50% at the end of the second quarter. Miscellaneous revenues total (\$42,104) and represents recovery checks deposited into the fund and the unearned loss on investments for the quarter. Interest earnings total \$5,218.

Expended funds are \$321,495 for the quarter. Expenditures by category as a percentage of appropriated funds are personnel 40%, operating 23% and services provided by general government 50%.

During the quarter ending September 30, 2021, the City received an updated actuarial report which decreased the necessary reserve amount for FY-2022 to \$850,000 to maintain a confidence level of 75% at a \$150,000 deductible, as determined by the City's actuary, Cornerstone Actuarial Solutions. As of March 31, 2022, the fund had a recorded liability in the amount of \$208,689 for claims incurred but not reported, and a liability for reported losses of \$641,311. Currently, the City has exceeded its goal to reserve enough funds to meet the 85% confidence level of \$1,819,000 with a \$300,000 deductible.

CASH MANAGEMENT

The primary objectives of the City's investment activities are defined in the Investment Policy adopted by the City Commission. Those objectives are safety of principal, diversification to avoid incurring unreasonable risks and maintaining a portfolio sufficiently liquid to enable the City to meet all operating requirements, which may be reasonably anticipated.

The City's cash balance is \$71,008,747 which is 66% of the total cash and investment portfolio.

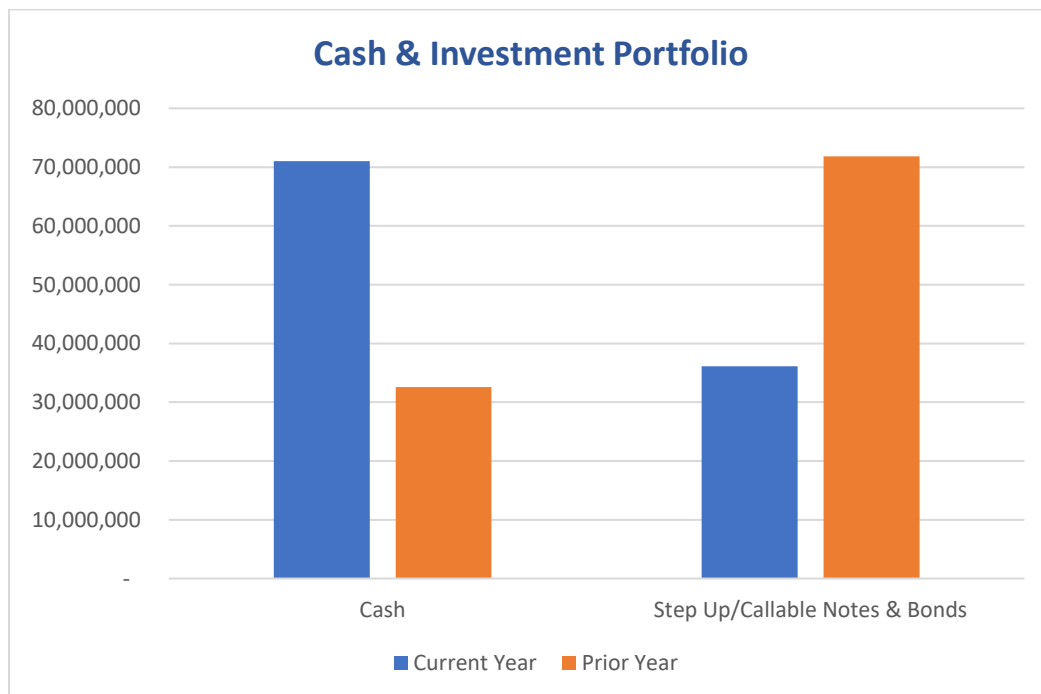
The investments held by the City as of this reporting period have a par value of \$38,500,000, a book value of \$38,493,000 and a fair value of \$36,123,310. The blended rate of return at the end of this reporting period was .68% with a weighted

average maturity for the portfolio of 3.57. The Investment Policy sets a performance measurement for the City's portfolio with the objective of exceeding the average return on three-month US Treasury Bills or the average rate on federal funds, whichever is higher. The average three-month Treasury bill rate was 0.44% and the average rate on federal funds was 0.20%.

The City's investment portfolio is managed by Morgan Stanley. The primary liquid investments of the City are the Wells Fargo Pooled Cash account, money market accounts at Seaside Bank and Seacoast Bank, and a money market account at Morgan Stanley.

Governmental Accounting Standards Board (GASB) Statement No. 31 Accounting and Financial Reporting for Certain Investments and for External Investment Pools establish the accounting and financial reporting standards for governmental investments. Investments should be reported at fair value in the balance sheet and changes in the fair value of investments should be reported in the operating statement. As of March 31, 2022, the City has an unrealized loss of (\$2,369,690). An unrealized loss is defined as the decrease in fair value of investments under the book value. The investment policy requires investments be structured within portfolio percentage limitations. Below are those limitations, along with comparisons of investments held in the City's portfolio at March 31, 2022:

	Policy Limitations	Investment Percentages	Market Value of Investments
Us Treasuries & Agencies	70 - 80%	0%	-
Step Up / Callable Notes & Bonds	60 - 70%	34%	36,123,310
Single Index Variable Rate	20 - 30%	0%	-
Banker's Acceptances	15 - 25%	0%	-
Commercial Paper	15 - 25%	0%	-
CD's, CDARS and Other Time Deposits	60 - 70%	66%	71,008,747
Mutual Funds	20 - 30%	0%	-
Local Government Surplus Fund (SBA)	65 - 75%	0%	-
		100%	\$ 107,132,057



A list of the City 's investment portfolio as of March 31, 2022 is included in this report.

CONCLUSION

The attached Financial Report is a presentation of the City's financial position and results of operation through March 31, 2022. Revenues for all funds are within an acceptable range for this reporting period except for those where concern was specifically expressed in this report. Expenditures for all funds are in line with what we would anticipate for this reporting period except for those where concern was specifically expressed in this report.

Please contact Daniel Stauffer, Finance Director, at 386-626-7079 or staufferd@deland.org should you have any questions or comments regarding this memorandum or the enclosed financial report.

Cash & Investments Portfolio Summary
March 2022

Investment	Type	Callable Date	Maturity Date	Current Yield to Maturity	Par Value/ Face Value	Book Value	Fair Value	Market Adjustment	Interest Receivable	
General Investments:										
Pooled Interest Bearing Checking Account			Next Day	0.170%	58,828,326	58,828,326	58,828,326	-	-	
Money Market - Seaside			Next Day	0.100%	5,616,749	5,616,749	5,616,749	-	-	
Money Market - Seacoast			Next Day	0.050%	5,104,318	5,104,318	5,104,318	-	-	
Money Market - Morgan Stanley			Next Day	3.85%	1,459,353	1,459,353	1,459,353	-	-	
Total General Investments					71,008,747	71,008,747	71,008,747	-	-	
Short Term Operating Investments:										
FHLB	Call	06/30/22	3130AMX49	12/30/24	0.628%	2,000,000.00	2,000,000.00	1,912,160.00	(87,840.00)	3,000.00
FFCB	Call	04/05/22	3133EMZ70	02/10/25	0.508%	2,000,000.00	1,998,000.00	1,889,480.00	(108,520.00)	1,360.00
FNMA	Call	06/28/22	3130AP4L6	03/28/25	0.634%	2,000,000.00	1,998,000.00	1,892,520.00	(105,480.00)	99.98
FNMA	Call	04/30/22	3136G4ZP1	07/30/25	0.690%	2,000,000.00	2,000,000.00	1,884,460.00	(115,540.00)	2,166.66
FFCB	Call	04/05/22	3133EL2S2	08/04/25	0.713%	2,000,000.00	2,000,000.00	1,879,120.00	(120,880.00)	2,121.66
FFCB	Call	04/05/22	3133EL2U7	08/04/25	0.725%	2,000,000.00	2,000,000.00	1,875,260.00	(124,740.00)	2,153.32
FFCB	Call	04/05/22	3133EL4W1	08/25/25	0.654%	2,000,000.00	1,999,500.00	1,866,260.00	(133,240.00)	1,220.00
FNMA	Call	05/27/22	3136G4S87	08/27/25	0.694%	2,000,000.00	2,000,000.00	1,873,920.00	(126,080.00)	1,227.76
FHLB	Call	04/05/22	3130AKA55	09/24/25	0.555%	2,000,000.00	2,000,000.00	1,874,320.00	(125,680.00)	202.22
FNMA	Call	04/27/22	3136G45P4	10/27/25	0.588%	2,000,000.00	2,000,000.00	1,869,960.00	(130,040.00)	4,705.54
FHLB	Call	04/05/22	3130AKC95	10/29/25	0.589%	2,000,000.00	2,000,000.00	1,868,500.00	(131,500.00)	4,644.44
FFCB	Call	11/17/22	3133ENDV9	11/17/25	1.083%	500,000.00	498,000.00	475,580.00	(22,420.00)	1,916.94
FNMA	Call	11/25/22	3135GA4V0	11/25/25	0.667%	2,000,000.00	2,000,000.00	1,873,980.00	(126,020.00)	4,375.00
FFCB	Call	04/05/22	3133EMPU0	02/04/26	0.540%	2,000,000.00	2,000,000.00	1,852,360.00	(147,640.00)	1,583.32
FFCB	Call	04/05/22	3133EMSK9	03/02/26	0.897%	2,000,000.00	1,999,500.00	1,871,940.00	(127,560.00)	1,353.32
FHLB	Call	04/29/22	3130ALZA5	04/29/26	0.525%	2,000,000.00	2,000,000.00	1,905,800.00	(94,200.00)	4,222.22
FHLB	Call	06/17/22	3130ANRU6	09/17/26	1.099%	1,000,000.00	1,000,000.00	928,310.00	(71,690.00)	396.66
Total Short Term Operating Investments				0.662%	31,500,000.00	31,493,000.00	29,593,930.00	(1,899,070.00)	36,749.04	
Long Term Operating Reserve Investments:										
FNMA	Call	06/30/22	3136G4XV0	06/30/25	0.773%	1,000,000.00	1,000,000.00	943,860.00	(56,140.00)	1,825.00
FFCB	Call	04/05/22	3133EL4W1	08/25/25	0.654%	2,000,000.00	2,000,000.00	1,866,260.00	(133,740.00)	1,220.00
FFCB	Call	04/05/22	3133EL7D0	09/11/26	0.795%	2,000,000.00	2,000,000.00	1,862,080.00	(137,920.00)	822.22
FHLB	Call	04/05/22	3130AKC46	10/19/26	0.775%	2,000,000.00	2,000,000.00	1,857,180.00	(142,820.00)	6,480.00
Total Long Term Operating Reserve Investments				0.746%	7,000,000.00	7,000,000.00	6,529,380.00	(470,620.00)	10,347.22	
Total Value Morgan Stanley Assets (includes interest receivable)							37,629,759.58			
Total L/T & S/T Investments Only					38,500,000.00	38,493,000.00	36,123,310.00	(2,369,690.00)	47,096.26	
Total Investments including cash & paper					109,508,746.63	109,501,746.63	107,132,056.63	(2,369,690.00)	47,096.26	
Average Call/Maturity:					0.13					
Blended Investment Portfolio Rate of Return					0.68%					
3 Mnth Treasury Bill Rate					0.44%					
Federal Funds Effective Rate					0.20%					

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GOVERNMENTAL FUND TYPES

GENERAL FUND

The General Fund serves as the primary reporting vehicle for current government operations. The General Fund, by definition, accounts for all current financial resources not required by law or administrative action to be accounted for in another fund.

Fund 001 GENERAL FUND

GL Number	Description	PERIOD ENDED 03/31/2021	PERIOD ENDED 03/31/2022
*** Assets ***			
101.000	CASH IN BANK	3,361,455.93	2,504,282.21
102.000	CASH ON HAND	5,025.00	5,525.00
104.000	EQUITY IN POOLED CASH	16,358,068.22	20,503,877.18
105.000	TAXES RECEIVABLE	8,122.21	8,119.13
107.000	DELINQUENT TAXES RECEIVABLE	41,536.06	57,563.00
115.100	ACCOUNTS RECEIVABLE	1,039,641.56	1,013,657.89
117.000	ALLOWANCE FOR UNCOLLECTIBLE AR	(15,524.71)	(39,844.44)
121.000	ASSESSMENTS RECEIVABLE	39,390.53	45,130.60
131.000	DUE FROM OTHER FUNDS	0.00	0.00
132.000	ADVANCES TO OTHER FUNDS	2,073,412.52	1,920,966.40
133.000	DUE FROM OTHER GOVERNMENTS	546,447.44	632,414.23
135.000	INTEREST & DIVIDENDS REC	7,426.24	9,335.61
141.000	INVENTORIES	32,693.87	42,210.19
142.000	INVENTORIES - FOR SALE	614.74	614.74
151.900	INVESTMENTS - NON-CURRENT	7,550,051.08	8,233,985.76
155.000	PREPAID ITEMS	1,239,098.30	1,517,322.03
Total Assets		32,287,458.99	36,455,159.53
*** Liabilities ***			
115.100	ACCOUNTS RECEIVABLE	(195.00)	0.00
201.000	VOUCHERS PAYABLE	813.39	597.15
202.000	ACCOUNTS PAYABLE	643,302.48	401,128.43
205.000	CONTRACTS PAYABLE	0.00	0.00
207.000	DUE TO OTHER FUNDS	0.00	0.00
208.000	DUE TO OTHER GOVERNMENTS	1,254.08	1,182.62
216.000	ACCRUED SALARIES & WAGES	0.00	0.00
220.000	DEPOSITS	144,316.44	139,558.70
223.000	DEFERRED REVENUE	194,301.23	642,325.23
229.000	OTHER CURRENT LIABILITIES	1,921.04	1,921.04
Total Liabilities		985,713.66	1,186,713.17
*** Fund Balance ***			
251.000	PRIOR PERIOD ADJUSTMENT	0.00	0.00
280.000	FUND BALANCE - NONSPENDABLE	2,204,127.31	2,070,526.33
281.000	FUND BALANCE - RESTRICTED	881,505.26	1,043,938.92
282.000	FUND BALANCE - COMMITTED	910,666.82	1,352,175.24
283.000	FUND BALANCE - ASSIGNED	14,104,455.42	16,713,197.33
284.000	FUND BALANCE - UNASSIGNED	5,403,123.19	6,536,759.77
Total Fund Balance		23,503,878.00	27,716,597.59
Beginning Fund Balance		23,503,878.00	27,716,597.59
Net of Revenues VS Expenditures		7,797,867.33	7,551,848.77
Ending Fund Balance		31,301,745.33	35,268,446.36
Total Liabilities And Fund Balance		32,287,458.99	36,455,159.53

Required Supplementary Information
City of DeLand, Florida
General Fund

Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and FY-2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 3/31/2022	AVAILABLE BALANCE	YTD QUARTER BALANCE 3/31/2021
Fund 001 - GENERAL FUND					
REVENUES					
AD VALOREM	14,391,648	14,391,648	13,430,684	960,964	11,992,329
OTHER TAXES	754,152	754,152	191,718	562,434	175,670
PUBLIC SERVICE TAXES	5,574,644	5,574,644	2,772,422	2,802,222	2,715,093
PERMITS, FEES, & SPECIAL ASSESSMENTS	319,220	319,220	259,739	59,481	151,620
FRANCHISE TAXES	3,411,575	3,411,575	1,708,276	1,703,299	1,607,361
OPERATING GRANTS	606,576	315,396	11,836	303,560	60,613
CAPITAL GRANTS	-	-	-	-	3,162
INTERGOVERNMENTAL REVENUE	3,970,912	4,180,517	2,075,320	2,105,197	1,677,710
TRANSFERS FROM OTHER FUNDS	2,403,668	2,403,668	1,201,834	1,201,834	1,121,220
CHARGES FOR SERVICES	781,415	781,415	848,474	(67,059)	769,827
FINES & FORFEITS	91,000	91,000	63,399	27,601	39,420
MISCELLANEOUS REVENUES	423,340	435,333	71,594	363,740	125,400
INTEREST REVENUES	60,000	60,000	44,364	15,636	34,448
RENTAL INCOME	92,526	92,526	123,169	(30,643)	28,386
USE OF RESERVES	4,743,857	6,417,317	-	6,417,317	-
CHARGES FOR GOVT SERVICES	2,255,177	2,255,177	1,127,588	1,127,589	980,516
TRANSFERS FROM OTHER FUNDS	636,164	728,790	241,213	487,577	138,343
TOTAL REVENUES	<u>40,515,874</u>	<u>42,212,378</u>	<u>24,171,630</u>	<u>18,040,748</u>	<u>21,621,118</u>
EXPENDITURES					
PERSONNEL	70,108	70,108	33,981	36,127	31,365
OPERATING	<u>48,217</u>	<u>48,217</u>	<u>29,097</u>	<u>19,120</u>	<u>12,821</u>
0100 - CITY COMMISSION	<u>118,325</u>	<u>118,325</u>	<u>63,078</u>	<u>55,247</u>	<u>44,186</u>
PERSONNEL	329,461	329,461	156,943	172,518	142,021
OPERATING	<u>19,154</u>	<u>19,154</u>	<u>8,340</u>	<u>10,814</u>	<u>4,604</u>
0101 - CITY MANAGER	<u>348,615</u>	<u>348,615</u>	<u>165,283</u>	<u>183,332</u>	<u>146,625</u>
PERSONNEL	377,005	377,005	145,287	231,718	97,448
OPERATING	<u>58,344</u>	<u>71,344</u>	<u>9,746</u>	<u>61,598</u>	<u>13,490</u>
0102 - CITY CLERK	<u>435,349</u>	<u>448,349</u>	<u>155,033</u>	<u>293,316</u>	<u>110,938</u>
PERSONNEL	833,965	833,965	407,157	426,808	365,125
OPERATING	<u>93,478</u>	<u>101,378</u>	<u>53,025</u>	<u>48,353</u>	<u>58,217</u>
0103 - FINANCE	<u>927,443</u>	<u>935,343</u>	<u>460,182</u>	<u>475,161</u>	<u>423,342</u>
PERSONNEL	83,008	83,008	39,325	43,683	34,141
OPERATING	<u>363,450</u>	<u>363,450</u>	<u>118,262</u>	<u>245,188</u>	<u>184,963</u>
0104 - LEGAL	<u>446,458</u>	<u>446,458</u>	<u>157,588</u>	<u>288,870</u>	<u>219,105</u>
PERSONNEL	616,126	616,126	299,632	316,494	182,246
OPERATING	<u>890,260</u>	<u>914,260</u>	<u>333,482</u>	<u>580,778</u>	<u>434,812</u>
0106 - ADMINISTRATIVE SERVICES	<u>1,506,386</u>	<u>1,530,386</u>	<u>633,114</u>	<u>897,272</u>	<u>617,058</u>
PERSONNEL	689,280	689,280	303,352	385,928	249,410
OPERATING	<u>1,973,860</u>	<u>2,220,590</u>	<u>1,172,000</u>	<u>1,048,590</u>	<u>863,109</u>
0110 - INFORMATION TECHNOLOGY	<u>2,663,140</u>	<u>2,909,870</u>	<u>1,475,352</u>	<u>1,434,518</u>	<u>1,112,519</u>
PERSONNEL	443,250	443,250	244,997	198,253	182,150
OPERATING	<u>124,840</u>	<u>124,840</u>	<u>58,651</u>	<u>66,189</u>	<u>45,755</u>
0115 - HUMAN RESOURCES	<u>568,090</u>	<u>568,090</u>	<u>303,647</u>	<u>264,443</u>	<u>227,905</u>
PERSONNEL	346,717	346,717	137,009	209,708	118,777
OPERATING	<u>93,605</u>	<u>93,605</u>	<u>53,413</u>	<u>40,192</u>	<u>52,103</u>
GRANTS & AID	<u>100,000</u>	<u>100,000</u>	<u>-</u>	<u>100,000</u>	<u>-</u>
1117 - COMMUNITY DEVELOPMENT	<u>540,322</u>	<u>540,322</u>	<u>190,421</u>	<u>349,901</u>	<u>170,880</u>
PERSONNEL	615,048	615,048	272,585	342,463	250,116
OPERATING	<u>106,470</u>	<u>106,470</u>	<u>8,903</u>	<u>97,567</u>	<u>8,163</u>
1118 - PLANNING	<u>721,518</u>	<u>721,518</u>	<u>281,488</u>	<u>440,030</u>	<u>258,279</u>
PERSONNEL	68,067	68,067	32,769	35,298	30,615
OPERATING	<u>29,816</u>	<u>29,816</u>	<u>6,388</u>	<u>23,428</u>	<u>4,856</u>
1119 - LICENCES & ENFORCEMENT	<u>97,883</u>	<u>97,883</u>	<u>39,157</u>	<u>58,726</u>	<u>35,471</u>
PERSONNEL	6,444,322	6,401,608	3,094,866	3,306,742	2,371,958
OPERATING	<u>670,751</u>	<u>694,865</u>	<u>271,642</u>	<u>423,223</u>	<u>172,729</u>
1222 - FIRE	<u>7,115,073</u>	<u>7,096,473</u>	<u>3,366,508</u>	<u>3,729,965</u>	<u>2,544,688</u>

Required Supplementary Information
City of DeLand, Florida
General Fund

Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and FY-2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 3/31/2022	AVAILABLE BALANCE	YTD QUARTER BALANCE 3/31/2021
PERSONNEL	9,511,721	9,511,721	4,411,154	5,100,567	3,533,527
OPERATING	1,348,206	1,518,175	531,252	986,923	494,312
1226 - POLICE	10,859,927	11,029,896	4,942,406	6,087,490	4,027,839
PERSONNEL	57,824	57,824	28,821	29,003	22,352
OPERATING	1,140	19,140	3,228	15,912	57
1228 - PARKING SERVICES	58,964	76,964	32,049	44,915	22,410
PERSONNEL	314,144	314,144	165,915	148,229	157,424
OPERATING	85,560	85,560	20,635	64,925	23,722
1301 - PUBLIC WORKS ADMIN	399,704	399,704	186,550	213,154	181,146
PERSONNEL	794,594	794,594	298,100	496,494	237,051
OPERATING	947,663	976,863	374,879	601,984	394,250
1302 - STREETS	1,742,257	1,771,457	672,979	1,098,478	631,301
PERSONNEL	484,728	484,728	176,850	307,878	158,568
OPERATING	152,480	172,480	35,711	136,769	30,540
1303 - TREES	637,208	657,208	212,560	444,648	189,109
PERSONNEL	620,562	620,562	284,893	335,669	213,251
OPERATING	130,174	133,274	46,060	87,214	47,457
1304 - URBAN BEAUTIFICATION	750,736	753,836	330,952	422,884	260,708
PERSONNEL	512,147	512,147	237,873	274,274	209,058
OPERATING	61,266	61,866	19,201	42,665	28,363
1306 - VEHICLE MAINTENANCE	573,413	574,013	257,074	316,939	237,421
PERSONNEL	298,360	298,360	154,681	143,679	126,945
OPERATING	43,871	43,871	11,241	32,630	9,421
1401 - PARKS & REC ADMIN	342,231	342,231	165,922	176,309	136,366
PERSONNEL	254,082	254,082	121,487	132,595	97,708
OPERATING	104,560	104,560	45,047	59,513	20,539
1402 - RECREATION	358,642	358,642	166,534	192,108	118,247
PERSONNEL	1,483,457	1,483,457	637,856	845,601	498,035
OPERATING	563,046	570,396	264,500	305,896	243,419
1403 - PARKS	2,046,503	2,053,853	902,356	1,151,497	741,454
OPERATING	21,863	16,449	4,415	12,034	8,108
1404 - INTERMODAL TRANSPORTATION	21,863	16,449	4,415	12,034	8,108
OPERATING	16,119	16,119	8,995	7,124	12,066
1405 - TRAILER PARK	16,119	16,119	8,995	7,124	12,066
OPERATING	17,484	17,484	3,528	13,956	9,461
GRANTS & AID	10,000	10,000	-	10,000	-
1406 - DELAND HOUSE	27,484	27,484	3,528	23,956	9,461
PERSONNEL	303,514	303,514	131,978	171,536	98,300
OPERATING	123,544	123,544	38,415	85,129	37,148
1407 - SANBORN ACTIVITY CENTER	427,058	427,058	170,393	256,665	135,447
OPERATING	116,479	116,479	37,247	79,232	51,488
1408 - STADIUM	116,479	116,479	37,247	79,232	51,488
PERSONNEL	12,918	12,918	1,729	11,189	1,768
OPERATING	48,000	48,000	12,358	35,642	3,989
1409 - SPECIAL EVENTS	60,918	60,918	14,087	46,832	5,757
PERSONNEL	271,468	271,468	120,630	150,838	102,052
OPERATING	121,343	121,343	45,355	75,988	50,647
1410 - CHISHOLM CENTER	392,811	392,811	165,985	226,826	152,700
CONTINGENCY	711,361	511,250	-	511,250	-
TRANSFERS TO OTHER FUNDS	5,483,594	6,864,374	1,054,898	5,809,476	991,228
TOTAL EXPENDITURES	40,515,874	42,212,378	16,619,781	25,592,597	13,823,251
Fund 001 - GENERAL FUND:					
TOTAL REVENUES	40,515,874	42,212,378	24,171,630	18,040,748	21,621,118
TOTAL EXPENDITURES	40,515,874	42,212,378	16,619,781	25,592,597	13,823,251
NET OF REVENUES & EXPENDITURES	-	-	7,551,849	(7,551,849)	7,797,867

GOVERNMENTAL FUND TYPES

SPECIAL REVENUE FUNDS

A special revenue fund is used when legal requirements restrict specific resources to be expended for specified purposes, with the exception of trust, capital projects or debt service. The confiscated Fund accounts for the receipts and disbursements of forfeited funds for law enforcement purposes. The Spring Hill Community Redevelopment Fund accounts for the revenues and expenditures of the Spring Hill Tax Increment District. The Downtown Community Redevelopment Fund accounts for the revenues and expenditures of the Downtown Tax Increment District. The Governmental Impact Fees Trust Fund accounts for projects using revenue collected from Police, Fire, Parks & Recreation and General Government Building Impact Fees paid by new construction. The Grant & Other Special Revenues Fund accounts for all capital projects and expenditures relating to grants which fund non-payroll operating expenses.

Fund 109 CONFISCATED FUND

GL Number	Description	PERIOD ENDED 03/31/2021	PERIOD ENDED 03/31/2022
*** Assets ***			
104.000	EQUITY IN POOLED CASH	88,781.60	71,222.23
135.000	INTEREST & DIVIDENDS REC	0.00	0.00
156.900	OTHER ASSETS - CURRENT	0.00	0.00
Total Assets		88,781.60	71,222.23
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	0.00	11,250.00
Total Liabilities		0.00	11,250.00
*** Fund Balance ***			
281.000	FUND BALANCE - RESTRICTED	81,108.04	88,876.85
Total Fund Balance		81,108.04	88,876.85
Beginning Fund Balance		81,108.04	88,876.85
Net of Revenues VS Expenditures		7,673.56	(28,904.62)
Ending Fund Balance		88,781.60	59,972.23
Total Liabilities And Fund Balance		88,781.60	71,222.23

Required Supplementary Information
City of DeLand, Florida
Confiscated Fund

Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and FY 2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 3/31/2022	AVAILABLE BALANCE	YTD QUARTER BALANCE 3/31/2021
Fund 109 - CONFISCATED FUND					
REVENUES					
FINES & FORFEITS	3,000	3,000	-	3,000	7,688
INTEREST REVENUES	-	-	88	(88)	82
USE OF RESERVES	-	75,400	-	75,400	-
TOTAL REVENUES	<u>3,000</u>	<u>78,400</u>	<u>88</u>	<u>78,312</u>	<u>7,770</u>
EXPENDITURES					
OPERATING	<u>3,000</u>	<u>78,400</u>	<u>28,992</u>	<u>49,408</u>	<u>96</u>
TOTAL EXPENDITURES	<u>3,000</u>	<u>78,400</u>	<u>28,992</u>	<u>49,408</u>	<u>96</u>
Fund 109 - CONFISCATED FUND:					
TOTAL REVENUES	3,000	78,400	88	78,312	7,770
TOTAL EXPENDITURES	<u>3,000</u>	<u>78,400</u>	<u>28,992</u>	<u>49,408</u>	<u>96</u>
NET OF REVENUES & EXPENDITURES	<u>-</u>	<u>-</u>	<u>(28,905)</u>	<u>28,905</u>	<u>7,674</u>

Fund 120 HOMELESSNESS FUND

GL Number	Description	PERIOD ENDED 03/31/2021	PERIOD ENDED 03/31/2022
*** Assets ***			
104.000	EQUITY IN POOLED CASH	689,402.14	572,627.05
115.100	ACCOUNTS RECEIVABLE	0.00	0.00
Total Assets		689,402.14	572,627.05
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	148.99	1,207.06
Total Liabilities		148.99	1,207.06
*** Fund Balance ***			
281.000	FUND BALANCE - RESTRICTED	654,253.12	627,433.88
Total Fund Balance		654,253.12	627,433.88
Beginning Fund Balance		654,253.12	627,433.88
Net of Revenues VS Expenditures		35,000.03	(56,013.89)
Ending Fund Balance		689,253.15	571,419.99
Total Liabilities And Fund Balance		689,402.14	572,627.05

Required Supplementary Information
City of DeLand, Florida
Homelessness Fund

Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and FY 2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 3/31/2022	AVAILABLE BALANCE	YTD QUARTER BALANCE 3/31/2021
Fund 120 - HOMELESSNESS FUND					
REVENUES					
INTEREST REVENUES	-	-	638	(638)	694
USE OF RESERVES	176,677	229,322	-	229,322	-
MISCELLANEOUS REVENUES	325,000	325,000	153,450	171,550	211,440
TRANSFERS FROM OTHER FUNDS	50,000	50,000	25,000	25,000	25,000
TOTAL REVENUES	<u>551,677</u>	<u>604,322</u>	<u>179,088</u>	<u>425,234</u>	<u>237,134</u>
EXPENDITURES					
OPERATING	<u>551,677</u>	<u>604,322</u>	<u>235,102</u>	<u>369,220</u>	<u>202,134</u>
TOTAL EXPENDITURES	<u>551,677</u>	<u>604,322</u>	<u>235,102</u>	<u>369,220</u>	<u>202,134</u>
Fund 120 - HOMELESSNESS FUND:					
TOTAL REVENUES	551,677	604,322	179,088	425,234	237,134
TOTAL EXPENDITURES	<u>551,677</u>	<u>604,322</u>	<u>235,102</u>	<u>369,220</u>	<u>202,134</u>
NET OF REVENUES & EXPENDITURES	<u>-</u>	<u>-</u>	<u>(56,014)</u>	<u>56,014</u>	<u>35,000</u>

Fund 160 SPRING HILL CRA FUND

GL Number	Description	PERIOD ENDED 03/31/2021	PERIOD ENDED 03/31/2022
*** Assets ***			
104.000	EQUITY IN POOLED CASH	454,276.70	622,403.56
115.100	ACCOUNTS RECEIVABLE	106.50	106.50
133.000	DUE FROM OTHER GOVERNMENTS	0.00	57.28
135.000	INTEREST & DIVIDENDS REC	0.00	0.00
151.900	INVESTMENTS - NON-CURRENT	0.00	0.00
155.000	PREPAID ITEMS	0.00	0.00
Total Assets		454,383.20	622,567.34
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	40,468.64	592.68
205.000	CONTRACTS PAYABLE	0.00	0.00
208.000	DUE TO OTHER GOVERNMENTS	6.64	6.60
216.000	ACCRUED SALARIES & WAGES	0.00	0.00
236.900	ADVANCES FROM OTHER FUNDS	0.00	0.00
Total Liabilities		40,475.28	599.28
*** Fund Balance ***			
281.000	FUND BALANCE - RESTRICTED	319,812.00	389,203.36
Total Fund Balance		319,812.00	389,203.36
Beginning Fund Balance		319,812.00	389,203.36
Net of Revenues VS Expenditures		94,095.92	232,764.70
Ending Fund Balance		413,907.92	621,968.06
Total Liabilities And Fund Balance		454,383.20	622,567.34

Required Supplementary Information
City of DeLand, Florida
Spring Hill Community Redevelopment Fund

Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and FY 2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 3/31/2022	AVAILABLE BALANCE	YTD QUARTER BALANCE 3/31/2021
Fund 160 - SPRING HILL CRA FUND					
REVENUES					
INTEREST REVENUES	-	-	541	(541)	367
USE OF RESERVES	-	7,331	-	7,331	-
MISCELLANEOUS REVENUES	1,200	1,200	700	500	6,800
AD VALOREM	320,310	320,310	325,492	(5,182)	292,067
CAPITAL GRANTS	33,457	133,457	2,240	131,217	(62,500)
OPERATING GRANTS	-	-	57	(57)	-
TOTAL REVENUES	<u>354,967</u>	<u>462,298</u>	<u>329,030</u>	<u>133,268</u>	<u>236,733</u>
EXPENDITURES					
OPERATING	41,484	42,800	15,417	27,383	19,760
PERSONNEL	118,454	118,454	56,166	62,288	47,367
CAPITAL OUTLAY	-	7,181	4,878	2,303	57,018
GRANTS & AID	110,000	110,000	-	110,000	-
CONTINGENCY	39,839	135,388	-	135,388	-
TRANSFERS TO OTHER FUNDS	45,190	48,475	19,804	28,671	18,493
TOTAL EXPENDITURES	<u>354,967</u>	<u>462,298</u>	<u>96,265</u>	<u>366,033</u>	<u>142,637</u>
Fund 160 - SPRING HILL CRA FUND:					
TOTAL REVENUES	354,967	462,298	329,030	133,268	236,733
TOTAL EXPENDITURES	<u>354,967</u>	<u>462,298</u>	<u>96,265</u>	<u>366,033</u>	<u>142,637</u>
NET OF REVENUES & EXPENDITURES	<u>-</u>	<u>-</u>	<u>232,765</u>	<u>(232,765)</u>	<u>94,096</u>

Fund 170 GIFT FUND

GL Number	Description	PERIOD ENDED 03/31/2021	PERIOD ENDED 03/31/2022
*** Assets ***			
104.000	EQUITY IN POOLED CASH	1,449,480.24	1,879,716.41
131.000	DUE FROM OTHER FUNDS	0.00	0.00
135.000	INTEREST & DIVIDENDS REC	0.00	0.00
155.000	PREPAID ITEMS	0.00	0.00
Total Assets		1,449,480.24	1,879,716.41
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	0.00	0.00
207.000	DUE TO OTHER FUNDS	0.00	0.00
Total Liabilities		0.00	0.00
*** Fund Balance ***			
281.000	FUND BALANCE - RESTRICTED	1,199,864.91	1,830,666.78
Total Fund Balance		1,199,864.91	1,830,666.78
Beginning Fund Balance		1,199,864.91	1,830,666.78
Net of Revenues VS Expenditures		249,615.33	49,049.63
Ending Fund Balance		1,449,480.24	1,879,716.41
Total Liabilities And Fund Balance		1,449,480.24	1,879,716.41

Required Supplementary Information
City of DeLand, Florida
Governmental Impact Fees Trust Fund

Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and FY 2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 3/31/2022	AVAILABLE BALANCE	YTD QUARTER BALANCE 3/31/2021
Fund 170 - GIFT FUND					
REVENUES					
INTEREST REVENUES	-	-	1,965	(1,965)	1,150
USE OF RESERVES	335,000	637,585	-	637,585	-
PERMITS, FEES, & SPECIAL ASSESSMENTS	962,807	986,537	833,023	153,514	801,693
TOTAL REVENUES	<u>1,297,807</u>	<u>1,624,122</u>	<u>834,988</u>	<u>789,134</u>	<u>802,843</u>
EXPENDITURES					
OPERATING	43,651	43,651	3,686	39,965	-
CAPITAL OUTLAY	-	97,085	27,800	69,285	-
TRANSFERS TO OTHER FUNDS	1,254,156	1,483,386	754,453	728,933	553,228
TOTAL EXPENDITURES	<u>1,297,807</u>	<u>1,624,122</u>	<u>785,939</u>	<u>838,183</u>	<u>553,228</u>
Fund 170 - GIFT FUND:					
TOTAL REVENUES	1,297,807	1,624,122	834,988	789,134	802,843
TOTAL EXPENDITURES	1,297,807	1,624,122	785,939	838,183	553,228
NET OF REVENUES & EXPENDITURES	<u>-</u>	<u>-</u>	<u>49,050</u>	<u>(49,050)</u>	<u>249,615</u>

Fund 180 DOWNTOWN CRA FUND

GL Number	Description	PERIOD ENDED 03/31/2021	PERIOD ENDED 03/31/2022
*** Assets ***			
101.000	CASH IN BANK	0.00	0.00
104.000	EQUITY IN POOLED CASH	1,434,163.90	1,562,809.72
115.100	ACCOUNTS RECEIVABLE	14,721.64	5,538.79
133.000	DUE FROM OTHER GOVERNMENTS	0.00	0.00
135.000	INTEREST & DIVIDENDS REC	0.00	0.00
151.900	INVESTMENTS - NON-CURRENT	0.00	0.00
Total Assets		1,448,885.54	1,568,348.51
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	27,136.13	5,451.90
205.000	CONTRACTS PAYABLE	0.00	0.00
208.000	DUE TO OTHER GOVERNMENTS	0.00	0.00
216.000	ACCRUED SALARIES & WAGES	0.00	0.00
220.000	DEPOSITS	0.00	0.00
223.000	DEFERRED REVENUE	0.00	0.00
Total Liabilities		27,136.13	5,451.90
*** Fund Balance ***			
281.000	FUND BALANCE - RESTRICTED	1,070,465.09	1,272,520.05
Total Fund Balance		1,070,465.09	1,272,520.05
Beginning Fund Balance		1,070,465.09	1,272,520.05
Net of Revenues VS Expenditures		351,284.32	290,376.56
Ending Fund Balance		1,421,749.41	1,562,896.61
Total Liabilities And Fund Balance		1,448,885.54	1,568,348.51

Required Supplementary Information
City of DeLand, Florida
Downtown Community Redevelopment Fund

Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and FY 2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 3/31/2022	AVAILABLE BALANCE	YTD QUARTER BALANCE 3/31/2021
Fund 180 - DOWNTOWN CRA FUND					
REVENUES					
INTEREST REVENUES	-	-	1,589	(1,589)	1,340
USE OF RESERVES	-	797,674	-	797,674	-
MISCELLANEOUS REVENUES	14,604	14,604	8,677	5,927	8,527
AD VALOREM	526,940	526,940	528,729	(1,789)	529,055
CHARGES FOR SERVICES	58,105	58,105	35,891	22,214	34,763
TOTAL REVENUES	<u>599,649</u>	<u>1,397,323</u>	<u>574,885</u>	<u>822,438</u>	<u>573,684</u>
EXPENDITURES					
OPERATING	334,429	363,417	198,125	165,292	128,795
CAPITAL OUTLAY	127,000	884,734	66,209	818,525	73,899
GRANTS & AID	27,500	67,500	-	67,500	425
CONTINGENCY	72,286	40,238	-	40,238	-
TRANSFERS TO OTHER FUNDS	38,434	41,434	20,175	21,259	19,281
TOTAL EXPENDITURES	<u>599,649</u>	<u>1,397,323</u>	<u>284,508</u>	<u>1,112,815</u>	<u>222,400</u>
Fund 180 - DOWNTOWN CRA FUND:					
TOTAL REVENUES	599,649	1,397,323	574,885	822,438	573,684
TOTAL EXPENDITURES	<u>599,649</u>	<u>1,397,323</u>	<u>284,508</u>	<u>1,112,815</u>	<u>222,400</u>
NET OF REVENUES & EXPENDITURES	<u>-</u>	<u>-</u>	<u>290,377</u>	<u>(290,377)</u>	<u>351,284</u>

Fund 190 GRANT & SPECIAL REVENUE FUND

GL Number	Description	PERIOD ENDED 03/31/2021	PERIOD ENDED 03/31/2022
*** Assets ***			
101.000	CASH IN BANK	0.00	0.00
104.000	EQUITY IN POOLED CASH	568,677.92	364,501.58
115.100	ACCOUNTS RECEIVABLE	0.00	0.00
128.900	NOTES RECEIVABLE - NON-CURRENT	0.00	0.00
133.000	DUE FROM OTHER GOVERNMENTS	162,167.46	242,837.70
Total Assets		730,845.38	607,339.28
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	72,456.45	3,879.03
205.000	CONTRACTS PAYABLE	69,017.06	0.00
207.000	DUE TO OTHER FUNDS	0.00	0.00
223.000	DEFERRED REVENUE	14,267.98	0.00
Total Liabilities		155,741.49	3,879.03
*** Fund Balance ***			
251.000	PRIOR PERIOD ADJUSTMENT	0.00	0.00
281.000	FUND BALANCE - RESTRICTED	1,108,768.41	554,892.35
Total Fund Balance		1,108,768.41	554,892.35
Beginning Fund Balance		1,108,768.41	554,892.35
Net of Revenues VS Expenditures		(533,664.52)	48,567.90
Ending Fund Balance		575,103.89	603,460.25
Total Liabilities And Fund Balance		730,845.38	607,339.28

Required Supplementary Information
City of DeLand, Florida
Grants & Special Revenue Fund

Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and FY 2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 3/31/2022	AVAILABLE BALANCE	YTD QUARTER BALANCE 3/31/2021
Fund 190 - GRANT & SPECIAL REVENUE FUND					
REVENUES					
INTEREST REVENUES	-	-	331	(331)	735
USE OF RESERVES	-	50,731	-	50,731	-
MISCELLANEOUS REVENUES	2,899,272	2,899,272	-	2,899,272	-
TRANSFERS FROM OTHER FUNDS	2,463,023	2,463,258	76,581	2,386,677	112,122
CAPITAL GRANTS	1,512,237	2,160,309	713	2,159,597	183,799
OTHER TAXES	284,357	284,357	141,549	142,808	130,380
TOTAL REVENUES	<u>7,158,889</u>	<u>7,857,927</u>	<u>219,173</u>	<u>7,638,754</u>	<u>427,036</u>
EXPENDITURES					
OPERATING	1,000,000	1,158,506	-	1,158,506	125
CAPITAL OUTLAY	6,158,889	6,699,421	170,605	6,528,816	960,576
TOTAL EXPENDITURES	<u>7,158,889</u>	<u>7,857,927</u>	<u>170,605</u>	<u>7,687,322</u>	<u>960,701</u>
Fund 190 - GRANT & SPECIAL REVENUE FUND:					
TOTAL REVENUES	7,158,889	7,857,927	219,173	7,638,754	427,036
TOTAL EXPENDITURES	<u>7,158,889</u>	<u>7,857,927</u>	<u>170,605</u>	<u>7,687,322</u>	<u>960,701</u>
NET OF REVENUES & EXPENDITURES	<u>-</u>	<u>-</u>	<u>48,568</u>	<u>(48,568)</u>	<u>(533,665)</u>

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GOVERNMENTAL FUND TYPES

DEBT SERVICE FUND

A debt service fund is used to account for the accumulation of financial resources to be used the payment of general long-term debt principal and interest. The Debt Service Fund accounts for the revenues and expenditures for all Governmental Fund payments on long-term debt and is funded through transfers from other funds.

Fund 200 DEBT SERVICE FUND

GL Number	Description	PERIOD ENDED 03/31/2021	PERIOD ENDED 03/31/2022
*** Assets ***			
104.000	EQUITY IN POOLED CASH	3,299.78	3,299.78
	Total Assets	3,299.78	3,299.78
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	3,299.78	3,299.78
	Total Liabilities	3,299.78	3,299.78
*** Fund Balance ***			
281.000	FUND BALANCE - RESTRICTED	0.00	0.00
	Total Fund Balance	0.00	0.00
	Beginning Fund Balance	0.00	0.00
	Net of Revenues VS Expenditures	0.00	0.00
	Ending Fund Balance	0.00	0.00
	Total Liabilities And Fund Balance	3,299.78	3,299.78

Required Supplementary Information
City of DeLand, Florida
Debt Service Fund

Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and FY 2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 3/31/2022	AVAILABLE BALANCE	YTD QUARTER BALANCE 3/31/2021
Fund 200 - DEBT SERVICE FUND					
REVENUES					
TRANSFERS FROM OTHER FUNDS	1,791,364	1,791,364	796,585	994,779	1,133,879
TOTAL REVENUES	<u>1,791,364</u>	<u>1,791,364</u>	<u>796,585</u>	<u>994,779</u>	<u>1,133,879</u>
EXPENDITURES					
PRINCIPAL & INTEREST	1,791,364	1,791,364	796,585	994,779	1,133,879
TOTAL EXPENDITURES	<u>1,791,364</u>	<u>1,791,364</u>	<u>796,585</u>	<u>994,779</u>	<u>1,133,879</u>
Fund 200 - DEBT SERVICE FUND:					
TOTAL REVENUES	1,791,364	1,791,364	796,585	994,779	1,133,879
TOTAL EXPENDITURES	<u>1,791,364</u>	<u>1,791,364</u>	<u>796,585</u>	<u>994,779</u>	<u>1,133,879</u>
NET OF REVENUES & EXPENDITURES	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

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GOVERNMENTAL FUND TYPES

CAPITAL PROJECTS FUNDS

A capital projects fund is used to account for financial resources to be used for the acquisition or construction of major capital facilities other than those financed by proprietary funds or trust funds. The Capital Projects Fund accounts for the revenues and expenditures for all General Fund capital projects.

Fund 300 CAPITAL PROJECTS FUND

GL Number	Description	PERIOD ENDED 03/31/2021	PERIOD ENDED 03/31/2022
*** Assets ***			
101.000	CASH IN BANK	0.00	0.00
104.000	EQUITY IN POOLED CASH	4,540,452.45	473,815.49
131.000	DUE FROM OTHER FUNDS	0.00	0.00
133.000	DUE FROM OTHER GOVERNMENTS	0.00	0.00
Total Assets		4,540,452.45	473,815.49
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	40,494.74	15,255.38
205.000	CONTRACTS PAYABLE	228,078.29	329,674.84
207.000	DUE TO OTHER FUNDS	0.00	0.00
Total Liabilities		268,573.03	344,930.22
*** Fund Balance ***			
281.000	FUND BALANCE - RESTRICTED	7,506,909.38	425,955.88
283.000	FUND BALANCE - ASSIGNED	0.00	0.00
Total Fund Balance		7,506,909.38	425,955.88
Beginning Fund Balance		7,506,909.38	425,955.88
Net of Revenues VS Expenditures		(3,235,029.96)	(297,070.61)
Ending Fund Balance		4,271,879.42	128,885.27
Total Liabilities And Fund Balance		4,540,452.45	473,815.49

Required Supplementary Information
City of DeLand, Florida
Capital Projects Fund

Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and FY 2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 3/31/2022	AVAILABLE BALANCE	YTD QUARTER BALANCE 3/31/2021
Fund 300 - CAPITAL PROJECTS FUND					
REVENUES					
INTEREST REVENUES	-	-	1,312	(1,312)	5,465
USE OF RESERVES	-	387,256	-	387,256	-
TRANSFERS FROM OTHER FUNDS	2,311,835	3,618,210	853,311	2,764,899	461,053
AD VALOREM	-	-	-	-	375,037
TOTAL REVENUES	<u>2,311,835</u>	<u>4,005,466</u>	<u>854,623</u>	<u>3,150,843</u>	<u>841,555</u>
EXPENDITURES					
CAPITAL OUTLAY	<u>2,311,835</u>	<u>4,005,466</u>	<u>1,151,694</u>	<u>2,853,772</u>	<u>4,076,585</u>
TOTAL EXPENDITURES	<u>2,311,835</u>	<u>4,005,466</u>	<u>1,151,694</u>	<u>2,853,772</u>	<u>4,076,585</u>
Fund 300 - CAPITAL PROJECTS FUND:					
TOTAL REVENUES	2,311,835	4,005,466	854,623	3,150,843	841,555
TOTAL EXPENDITURES	<u>2,311,835</u>	<u>4,005,466</u>	<u>1,151,694</u>	<u>2,853,772</u>	<u>4,076,585</u>
NET OF REVENUES & EXPENDITURES	<u>-</u>	<u>-</u>	<u>(297,071)</u>	<u>297,071</u>	<u>(3,235,030)</u>

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PROPRIETARY FUND TYPES

ENTERPRISE FUNDS

Enterprise funds are used to account for operations that are financed and operated in a manner similar to private business enterprises, where the intent is that the costs of providing goods or services to the general public on a continuing basis should be financed or recovered through user charges. Currently there are five enterprise funds which consist of the Water & Sewer Revenue Fund, Municipal Airport Fund, Refuse Collection Fund, Stormwater Revenue Fund and Permits & Inspections Fund.

Fund 401 WATER & SEWER FUND

GL Number	Description	PERIOD ENDED 03/31/2021	PERIOD ENDED 03/31/2022
*** Assets ***			
101.000	CASH IN BANK	7,734,307.05	5,049,134.80
104.000	EQUITY IN POOLED CASH	19,488,962.18	24,328,092.53
115.100	ACCOUNTS RECEIVABLE	2,639,970.64	2,900,727.57
117.000	ALLOWANCE FOR UNCOLLECTIBLE AR	(193,414.35)	(358,302.41)
128.900	NOTES RECEIVABLE - NON-CURRENT	0.00	0.00
131.000	DUE FROM OTHER FUNDS	0.00	0.00
133.000	DUE FROM OTHER GOVERNMENTS	0.00	0.00
135.000	INTEREST & DIVIDENDS REC	21,242.14	24,130.29
151.900	INVESTMENTS - NON-CURRENT	17,539,880.54	19,313,522.26
155.000	PREPAID ITEMS	130,376.92	123,879.40
161.900	LAND	1,678,336.32	1,678,336.32
162.900	BUILDINGS	9,954,818.16	10,006,710.16
163.900	ACCUM DEPREC - BUILDINGS	(7,800,406.24)	(7,874,547.41)
164.900	INFRASTRUCTURE	113,072,226.71	112,244,939.98
165.900	ACCUM DEPREC - INFRASTRUCTURE	(29,705,335.59)	(32,375,833.52)
166.900	EQUIPMENT & FURNITURE	18,441,937.30	18,725,390.61
167.900	ACCUM DEPREC - EQUIPMENT	(11,157,888.36)	(12,211,457.03)
169.900	CONSTRUCTION WORK IN PROGRESS	7,785,809.18	12,456,489.14
190.000	DEFERRED OUTFLOW	309,432.00	229,454.00
Total Assets		149,940,254.60	154,260,666.69
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	446,265.25	537,589.05
203.900	NOTES & LOANS PAYABLE - LT	0.00	0.00
205.000	CONTRACTS PAYABLE	0.00	138,518.91
207.000	DUE TO OTHER FUNDS	0.00	0.00
215.000	ACCRUED INTEREST PAYABLE	0.00	0.00
216.000	ACCRUED SALARIES & WAGES	576,962.38	603,173.26
220.000	DEPOSITS	0.00	0.00
223.000	DEFERRED REVENUE	324,379.00	76,678.34
229.000	OTHER CURRENT LIABILITIES	2,436,475.00	2,335,479.00
290.000	DEFERRED INFLOW	40,535.00	33,809.00
Total Liabilities		3,824,616.63	3,725,247.56
*** Fund Balance ***			
274.000	NET ASSETS, INVEST IN CAPITAL	102,269,497.48	109,190,070.39
275.000	NET ASSETS, RESTRICTED	0.00	0.00
276.000	NET ASSETS, UNRESTRICTED	40,952,779.70	40,046,245.35
Total Fund Balance		143,222,277.18	149,236,315.74
Beginning Fund Balance		137,369,697.20	149,236,315.74
Net of Revenues VS Expenditures		2,893,360.79	1,299,103.39
Fund Balance Adjustments		5,852,579.98	0.00
Ending Fund Balance		146,115,637.97	150,535,419.13
Total Liabilities And Fund Balance		149,940,254.60	154,260,666.69

Required Supplementary Information
City of DeLand, Florida
Water & Sewer Fund

Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and 2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 3/31/2022	AVAILABLE BALANCE	YTD QUARTER BALANCE 3/31/2021
Fund 401 - WATER & SEWER FUND					
REVENUES					
CAPITAL GRANTS	41,530	1,535,677	841,021	694,656	31,200
CHARGES FOR SERVICES	23,371,423	23,439,176	12,573,813	10,865,363	11,322,462
MISCELLANEOUS REVENUES	424,857	438,357	(793,366)	1,231,723	(110,736)
INTEREST REVENUES	120,000	120,000	90,612	29,388	73,160
USE OF RESERVES	11,785,116	22,108,120	-	22,108,120	-
CHARGES FOR GOVT SERVICES	120,400	16,000	53,270	(37,270)	52,156
TOTAL REVENUES	35,863,326	47,657,330	12,765,350	34,891,980	11,368,241
EXPENDITURES					
PERSONNEL	878,064	878,064	420,924	457,140	410,751
OPERATING	662,415	803,395	258,259	545,136	264,428
TRANSFERS TO OTHER FUNDS	2,403,668	2,403,668	1,201,834	1,201,834	1,121,220
CAPITAL OUTLAY	10,090,000	10,588,461	212,141	10,376,320	33,057
4201 - UTILITIES ADMIN	14,034,147	14,673,588	2,093,158	12,580,430	1,829,455
PERSONNEL	849,464	849,464	340,888	508,576	293,257
OPERATING	58,755	109,534	75,680	33,854	70,639
CAPITAL OUTLAY	-	36,460	32,299	4,161	-
4202 - ENGINEERING	908,219	995,458	448,867	546,591	363,896
PERSONNEL	552,014	552,014	243,165	308,849	179,141
OPERATING	824,461	887,815	327,211	560,604	358,496
CAPITAL OUTLAY	226,322	4,547,389	129,055	4,418,334	213,353
4203 - WATER PRODUCTION	1,602,797	5,987,218	699,431	5,287,787	750,991
PERSONNEL	1,826,484	1,826,484	843,058	983,426	663,123
OPERATING	2,027,793	2,091,624	661,776	1,429,848	614,458
CAPITAL OUTLAY	726,600	2,590,696	52,293	2,538,403	41,735
4204 - WATER DISTRIBUTION	4,580,877	6,508,804	1,557,127	4,951,677	1,319,316
PERSONNEL	1,068,291	1,068,291	428,208	640,083	401,885
OPERATING	1,293,217	1,327,336	515,669	811,667	543,948
CAPITAL OUTLAY	4,271,968	8,512,677	2,401,893	6,110,784	155,374
4205 - WASTEWATER TREATMENT	6,633,476	10,908,304	3,345,770	7,562,534	1,101,206
PERSONNEL	1,505,473	1,505,473	679,128	826,345	525,359
OPERATING	446,456	446,456	184,882	261,574	192,420
CAPITAL OUTLAY	514,475	520,925	53,839	467,086	69,825
4206 - UTILITIES MAINTENANCE	2,466,404	2,472,854	917,849	1,555,005	787,603
PERSONNEL	892,146	892,146	317,768	574,378	278,473
OPERATING	65,223	65,893	17,917	47,976	29,434
CAPITAL OUTLAY	134,347	140,973	-	140,973	-
4208 - FACILITIES MAINTENANCE	1,091,716	1,099,012	335,685	763,327	307,907
PERSONNEL	1,108,077	1,108,077	476,848	631,229	357,917
OPERATING	330,445	335,445	143,160	192,285	180,692
CAPITAL OUTLAY	300,000	300,000	-	300,000	-
4209 - CUSTOMER SERVICE	1,738,522	1,743,522	620,008	1,123,514	538,609
PERSONNEL	497,427	497,427	241,858	255,569	197,974
OPERATING	134,725	134,725	68,439	66,286	61,339
CAPITAL OUTLAY	664,894	1,023,770	542,994	480,776	590,130
4210 - WASTEWATER COLLECTION	1,297,046	1,655,922	853,292	802,630	849,444
CONTINGENCY	400,000	256,816	-	256,816	-
SERVICES PROVIDED BY GEN GOVT	1,021,219	1,021,219	510,609	510,610	418,224
TRANSFERS TO OTHER FUNDS	88,903	334,613	84,449	250,164	208,229
TOTAL EXPENDITURES	35,863,326	47,657,330	11,466,247	36,191,083	8,474,880
Fund 401 - WATER & SEWER FUND:					
TOTAL REVENUES	35,863,326	47,657,330	12,765,350	34,891,980	11,368,241
TOTAL EXPENDITURES	35,863,326	47,657,330	11,466,247	36,191,083	8,474,880
NET OF REVENUES & EXPENDITURES	-	-	1,299,103	(1,299,103)	2,893,361

Fund 404 WATER & WASTEWATER TRUST

GL Number	Description	PERIOD ENDED 03/31/2021	PERIOD ENDED 03/31/2022
*** Assets ***			
101.000	CASH IN BANK	3,296,272.08	2,362,073.23
104.000	EQUITY IN POOLED CASH	3,629,385.25	2,315,709.82
115.100	ACCOUNTS RECEIVABLE	120,765.14	116.20
133.000	DUE FROM OTHER GOVERNMENTS	138,314.83	0.00
135.000	INTEREST & DIVIDENDS REC	6,469.37	6,042.23
151.900	INVESTMENTS - NON-CURRENT	4,519,002.30	5,202,329.56
Total Assets		11,710,208.97	9,886,271.04
*** Liabilities ***			
115.100	ACCOUNTS RECEIVABLE	0.00	0.00
202.000	ACCOUNTS PAYABLE	2,450.00	181,118.79
205.000	CONTRACTS PAYABLE	144,983.64	200,974.25
Total Liabilities		147,433.64	382,093.04
*** Fund Balance ***			
274.000	NET ASSETS, INVEST IN CAPITAL	0.00	(6,540,042.14)
275.000	NET ASSETS, RESTRICTED	11,030,592.67	10,052,403.69
276.000	NET ASSETS, UNRESTRICTED	(201,377.00)	6,547,316.36
Total Fund Balance		10,829,215.67	10,059,677.91
Beginning Fund Balance		10,829,215.67	10,059,677.91
Net of Revenues VS Expenditures		733,559.66	(555,499.91)
Ending Fund Balance		11,562,775.33	9,504,178.00
Total Liabilities And Fund Balance		11,710,208.97	9,886,271.04

Required Supplementary Information
City of DeLand, Florida
Water & Wastewater Trust Fund

Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and FY 2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 3/31/2022	AVAILABLE BALANCE	YTD QUARTER BALANCE 3/31/2021
Fund 404 - WATER & WASTEWATER TRUST					
REVENUES					
INTEREST REVENUES	-	-	20,013	(20,013)	18,354
USE OF RESERVES	3,358,186	8,950,234	-	8,950,234	-
MISCELLANEOUS REVENUES	-	-	(304,567)	304,567	(50,944)
CAPITAL GRANTS	-	1,317,033	449,886	867,147	138,315
PERMITS, FEES, & SPECIAL ASSESSMENTS	3,000,000	3,000,000	1,656,242	1,343,758	1,541,281
TOTAL REVENUES	<u>6,358,186</u>	<u>13,267,267</u>	<u>1,821,574</u>	<u>11,445,693</u>	<u>1,647,006</u>
EXPENDITURES					
CAPITAL OUTLAY	<u>6,358,186</u>	<u>13,267,267</u>	<u>2,377,074</u>	<u>10,890,193</u>	<u>913,447</u>
TOTAL EXPENDITURES	<u>6,358,186</u>	<u>13,267,267</u>	<u>2,377,074</u>	<u>10,890,193</u>	<u>913,447</u>
Fund 404 - WATER & WASTEWATER TRUST:					
TOTAL REVENUES	6,358,186	13,267,267	1,821,574	11,445,693	1,647,006
TOTAL EXPENDITURES	<u>6,358,186</u>	<u>13,267,267</u>	<u>2,377,074</u>	<u>10,890,193</u>	<u>913,447</u>
NET OF REVENUES & EXPENDITURES	<u>-</u>	<u>-</u>	<u>(555,500)</u>	<u>555,500</u>	<u>733,560</u>

Fund 430 AIRPORT FUND

GL Number	Description	PERIOD ENDED 03/31/2021	PERIOD ENDED 03/31/2022
*** Assets ***			
101.000	CASH IN BANK	0.00	0.00
102.000	CASH ON HAND	0.00	2,000.00
104.000	EQUITY IN POOLED CASH	2,143,487.45	2,300,328.81
115.100	ACCOUNTS RECEIVABLE	109,033.18	79,007.92
117.000	ALLOWANCE FOR UNCOLLECTIBLE AR	(850.00)	(3,546.33)
128.900	NOTES RECEIVABLE - NON-CURRENT	0.00	0.00
133.000	DUE FROM OTHER GOVERNMENTS	25,102.02	10,830.84
135.000	INTEREST & DIVIDENDS REC	0.00	0.00
141.000	INVENTORIES	758.95	1,978.86
151.900	INVESTMENTS - NON-CURRENT	0.00	0.00
155.000	PREPAID ITEMS	17,073.04	19,007.48
161.900	LAND	3,935,210.59	3,935,210.59
162.900	BUILDINGS	6,378,806.09	6,372,050.59
163.900	ACCUM DEPREC - BUILDINGS	(1,724,401.41)	(1,872,120.30)
164.900	INFRASTRUCTURE	36,417,901.46	36,443,371.22
165.900	ACCUM DEPREC - INFRASTRUCTURE	(11,034,551.80)	(11,723,455.83)
166.900	EQUIPMENT & FURNITURE	700,470.19	684,785.67
167.900	ACCUM DEPREC - EQUIPMENT	(512,009.19)	(580,943.97)
169.900	CONSTRUCTION WORK IN PROGRESS	1,824,073.81	504,055.20
Total Assets		38,280,104.38	36,172,560.75
*** Liabilities ***			
115.100	ACCOUNTS RECEIVABLE	0.00	0.00
201.000	VOUCHERS PAYABLE	0.00	0.00
202.000	ACCOUNTS PAYABLE	20,616.63	15,874.35
203.900	NOTES & LOANS PAYABLE - LT	0.00	0.00
205.000	CONTRACTS PAYABLE	14,525.49	24,950.50
207.000	DUE TO OTHER FUNDS	0.00	0.00
208.000	DUE TO OTHER GOVERNMENTS	7,613.28	7,723.94
215.000	ACCRUED INTEREST PAYABLE	0.00	0.00
216.000	ACCRUED SALARIES & WAGES	56,186.59	65,436.86
220.000	DEPOSITS	75,530.35	78,861.87
223.000	DEFERRED REVENUE	0.00	0.00
225.900	CAPITAL LEASES - LONG TERM	0.00	0.00
236.900	ADVANCES FROM OTHER FUNDS	2,073,412.52	1,920,966.40
Total Liabilities		2,247,884.86	2,113,813.92
*** Fund Balance ***			
273.000	DEBT USED TO ACQUIRE FA	0.00	0.00
274.000	NET ASSETS, INVEST IN CAPITAL	35,998,162.33	33,762,953.17
275.000	NET ASSETS, RESTRICTED	18,555.14	18,555.14
276.000	NET ASSETS, UNRESTRICTED	(286,896.93)	9,417.91
Total Fund Balance		35,729,820.54	33,790,926.22
Beginning Fund Balance		34,077,446.43	33,790,926.22
Net of Revenues VS Expenditures		302,398.98	267,820.61
Fund Balance Adjustments		1,652,374.11	0.00
Ending Fund Balance		36,032,219.52	34,058,746.83
Total Liabilities And Fund Balance		38,280,104.38	36,172,560.75

Required Supplementary Information
City of DeLand, Florida
Municipal Airport Fund

Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and FY 2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 3/31/2022	AVAILABLE BALANCE	YTD QUARTER BALANCE 3/31/2021
Fund 430 - AIRPORT FUND					
REVENUES					
INTEREST REVENUES	4,990	4,990	2,393	2,597	2,025
USE OF RESERVES	51,994	1,178,013	-	1,178,013	-
MISCELLANEOUS REVENUES	5,000	5,000	992	4,008	1,493
TRANSFERS FROM OTHER FUNDS	-	665,519	-	665,519	-
CAPITAL GRANTS	652,600	7,040,179	5,828	7,034,351	28,602
CHARGES FOR SERVICES	98,149	98,149	56,154	41,995	24,027
RENTAL INCOME	1,642,329	1,642,329	967,970	674,359	931,290
TOTAL REVENUES	<u>2,455,062</u>	<u>10,634,179</u>	<u>1,033,337</u>	<u>9,600,842</u>	<u>987,437</u>
EXPENDITURES					
OPERATING	611,183	844,860	261,997	582,863	181,728
PERSONNEL	625,773	625,773	278,066	347,707	239,000
CAPITAL OUTLAY	724,000	8,660,755	56,748	8,604,007	101,817
TRANSFERS TO OTHER FUNDS	237,832	246,517	40,569	205,948	42,889
SERVICES PROVIDED BY GEN GOVT	256,274	256,274	128,137	128,137	119,603
TOTAL EXPENDITURES	<u>2,455,062</u>	<u>10,634,179</u>	<u>765,517</u>	<u>9,868,662</u>	<u>685,038</u>
Fund 430 - AIRPORT FUND:					
TOTAL REVENUES	2,455,062	10,634,179	1,033,337	9,600,842	987,437
TOTAL EXPENDITURES	<u>2,455,062</u>	<u>10,634,179</u>	<u>765,517</u>	<u>9,868,662</u>	<u>685,038</u>
NET OF REVENUES & EXPENDITURES	<u>-</u>	<u>-</u>	<u>267,821</u>	<u>(267,821)</u>	<u>302,399</u>

Fund 440 REFUSE COLLECTION FUND

GL Number	Description	PERIOD ENDED 03/31/2021	PERIOD ENDED 03/31/2022
*** Assets ***			
104.000	EQUITY IN POOLED CASH	219,605.88	155,519.16
115.100	ACCOUNTS RECEIVABLE	468,856.30	437,550.26
117.000	ALLOWANCE FOR UNCOLLECTIBLE AR	(39,953.28)	(62,183.51)
135.000	INTEREST & DIVIDENDS REC	0.00	0.00
151.900	INVESTMENTS - NON-CURRENT	0.00	0.00
Total Assets		648,508.90	530,885.91
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	221,143.22	213,195.96
207.000	DUE TO OTHER FUNDS	0.00	0.00
220.000	DEPOSITS	75,395.03	0.00
Total Liabilities		296,538.25	213,195.96
*** Fund Balance ***			
276.000	NET ASSETS, UNRESTRICTED	6,798.67	1,176.22
Total Fund Balance		6,798.67	1,176.22
Beginning Fund Balance		6,798.67	1,176.22
Net of Revenues VS Expenditures		345,171.98	316,513.73
Ending Fund Balance		351,970.65	317,689.95
Total Liabilities And Fund Balance		648,508.90	530,885.91

Required Supplementary Information
City of DeLand, Florida
Refuse Collection Fund

Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and FY 2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 3/31/2022	AVAILABLE BALANCE	YTD QUARTER BALANCE 3/31/2021
Fund 440 - REFUSE COLLECTION FUND					
REVENUES					
INTEREST REVENUES	-	-	166	(166)	174
CHARGES FOR SERVICES	4,065,500	4,065,500	2,071,902	1,993,598	2,023,272
TOTAL REVENUES	<u>4,065,500</u>	<u>4,065,500</u>	<u>2,072,069</u>	<u>1,993,431</u>	<u>2,023,446</u>
EXPENDITURES					
OPERATING	3,961,100	4,065,500	1,710,285	2,355,215	1,634,118
SERVICES PROVIDED BY GEN GOVT	104,400	-	45,270	(45,270)	44,156
TOTAL EXPENDITURES	<u>4,065,500</u>	<u>4,065,500</u>	<u>1,755,555</u>	<u>2,309,945</u>	<u>1,678,274</u>
Fund 440 - REFUSE COLLECTION FUND:					
TOTAL REVENUES	4,065,500	4,065,500	2,072,069	1,993,431	2,023,446
TOTAL EXPENDITURES	<u>4,065,500</u>	<u>4,065,500</u>	<u>1,755,555</u>	<u>2,309,945</u>	<u>1,678,274</u>
NET OF REVENUES & EXPENDITURES	<u>-</u>	<u>-</u>	<u>316,514</u>	<u>(316,514)</u>	<u>345,172</u>

Fund 450 STORMWATER FUND

GL Number	Description	PERIOD ENDED 03/31/2021	PERIOD ENDED 03/31/2022
*** Assets ***			
101.000	CASH IN BANK	266,466.91	41,239.70
104.000	EQUITY IN POOLED CASH	1,377,750.15	1,207,426.97
115.100	ACCOUNTS RECEIVABLE	358,782.88	332,527.50
117.000	ALLOWANCE FOR UNCOLLECTIBLE AR	(34,105.95)	(62,179.02)
128.900	NOTES RECEIVABLE - NON-CURRENT	0.00	0.00
132.000	ADVANCES TO OTHER FUNDS	0.00	0.00
133.000	DUE FROM OTHER GOVERNMENTS	0.00	0.00
135.000	INTEREST & DIVIDENDS REC	43,341.22	42,117.01
151.900	INVESTMENTS - NON-CURRENT	1,087,898.64	1,252,401.95
155.000	PREPAID ITEMS	4,670.48	14,196.48
161.900	LAND	1,076,393.39	1,076,393.39
162.900	BUILDINGS	124,414.48	124,414.48
163.900	ACCUM DEPREC - BUILDINGS	(19,704.37)	(22,814.73)
164.900	INFRASTRUCTURE	4,130,382.75	4,121,357.85
165.900	ACCUM DEPREC - INFRASTRUCTURE	(808,566.07)	(883,822.44)
166.900	EQUIPMENT & FURNITURE	3,019,476.17	2,962,992.45
167.900	ACCUM DEPREC - EQUIPMENT	(1,613,744.62)	(1,834,421.05)
169.900	CONSTRUCTION WORK IN PROGRESS	84,629.89	570,559.93
190.000	DEFERRED OUTFLOW	15,836.00	18,144.00
Total Assets		9,113,921.95	8,960,534.47
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	7,959.17	8,642.99
203.900	NOTES & LOANS PAYABLE - LT	0.00	0.00
205.000	CONTRACTS PAYABLE	0.00	17,604.50
207.000	DUE TO OTHER FUNDS	0.00	0.00
215.000	ACCRUED INTEREST PAYABLE	0.00	0.00
216.000	ACCRUED SALARIES & WAGES	16,832.45	24,979.48
220.000	DEPOSITS	25,005.67	0.00
223.000	DEFERRED REVENUE	0.00	0.00
225.900	CAPITAL LEASES - LONG TERM	0.00	0.00
229.000	OTHER CURRENT LIABILITIES	112,369.00	184,326.00
236.900	ADVANCES FROM OTHER FUNDS	0.00	0.00
290.000	DEFERRED INFLOW	3,235.00	2,723.00
Total Liabilities		165,401.29	238,275.97
*** Fund Balance ***			
274.000	NET ASSETS, INVEST IN CAPITAL	5,993,281.62	6,114,659.88
276.000	NET ASSETS, UNRESTRICTED	2,190,099.08	2,475,651.04
Total Fund Balance		8,183,380.70	8,590,310.92
Beginning Fund Balance		8,025,982.80	8,590,310.92
Net of Revenues VS Expenditures		765,139.96	131,947.58
Fund Balance Adjustments		157,397.90	0.00
Ending Fund Balance		8,948,520.66	8,722,258.50
Total Liabilities And Fund Balance		9,113,921.95	8,960,534.47

Required Supplementary Information
City of DeLand, Florida
Stormwater Fund

Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and FY 2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 3/31/2022	AVAILABLE BALANCE	YTD QUARTER BALANCE 3/31/2021
Fund 450 - STORMWATER FUND					
REVENUES					
INTEREST REVENUES	8,000	8,000	5,662	2,338	4,798
USE OF RESERVES	606,925	1,639,909	-	1,639,909	-
MISCELLANEOUS REVENUES	2,500	2,500	(62,715)	65,215	21,128
CHARGES FOR SERVICES	2,010,612	2,010,612	1,438,925	571,687	1,340,435
TOTAL REVENUES	<u>2,628,037</u>	<u>3,661,021</u>	<u>1,381,872</u>	<u>2,279,149</u>	<u>1,366,362</u>
EXPENDITURES					
OPERATING	343,229	365,164	99,927	265,237	91,006
PERSONNEL	791,475	791,475	300,141	491,334	211,578
CAPITAL OUTLAY	1,217,114	2,219,717	713,355	1,506,362	166,145
TRANSFERS TO OTHER FUNDS	11,102	19,548	3,943	15,605	3,965
SERVICES PROVIDED BY GEN GOVT	265,117	265,117	132,558	132,559	128,528
TOTAL EXPENDITURES	<u>2,628,037</u>	<u>3,661,021</u>	<u>1,249,924</u>	<u>2,411,097</u>	<u>601,222</u>
Fund 450 - STORMWATER FUND:					
TOTAL REVENUES	2,628,037	3,661,021	1,381,872	2,279,149	1,366,362
TOTAL EXPENDITURES	<u>2,628,037</u>	<u>3,661,021</u>	<u>1,249,924</u>	<u>2,411,097</u>	<u>601,222</u>
NET OF REVENUES & EXPENDITURES	<u>-</u>	<u>-</u>	<u>131,948</u>	<u>(131,948)</u>	<u>765,140</u>

Fund 480 PERMITS & INSPECTIONS FUND

GL Number	Description	PERIOD ENDED 03/31/2021	PERIOD ENDED 03/31/2022
*** Assets ***			
101.000	CASH IN BANK	1,910,174.13	1,561,437.58
102.000	CASH ON HAND	100.00	100.00
104.000	EQUITY IN POOLED CASH	341,252.74	510,672.69
133.000	DUE FROM OTHER GOVERNMENTS	0.00	0.00
135.000	INTEREST & DIVIDENDS REC	2,419.52	2,259.77
151.900	INVESTMENTS - NON-CURRENT	1,690,092.22	1,945,654.40
155.000	PREPAID ITEMS	0.00	0.00
164.900	INFRASTRUCTURE	983,973.27	983,973.27
165.900	ACCUM DEPREC - INFRASTRUCTURE	(82,410.50)	(263,869.24)
166.900	EQUIPMENT & FURNITURE	227,112.19	208,601.19
167.900	ACCUM DEPREC - EQUIPMENT	(125,034.11)	(137,703.12)
169.900	CONSTRUCTION WORK IN PROGRESS	853,013.71	0.00
190.000	DEFERRED OUTFLOW	16,558.00	11,590.00
Total Assets		5,817,251.17	4,822,716.54
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	27,532.29	11,148.80
205.000	CONTRACTS PAYABLE	0.00	0.00
208.000	DUE TO OTHER GOVERNMENTS	12,989.44	14,006.61
216.000	ACCRUED SALARIES & WAGES	64,445.75	67,470.49
229.000	OTHER CURRENT LIABILITIES	87,418.00	91,595.00
290.000	DEFERRED INFLOW	6,215.00	5,429.00
Total Liabilities		198,600.48	189,649.90
*** Fund Balance ***			
274.000	NET ASSETS, INVEST IN CAPITAL	1,856,654.56	791,002.10
275.000	NET ASSETS, RESTRICTED	37,265.18	43,210.82
276.000	NET ASSETS, UNRESTRICTED	3,745,217.09	4,038,476.70
Total Fund Balance		5,639,136.83	4,872,689.62
Beginning Fund Balance		4,737,537.12	4,872,689.62
Net of Revenues VS Expenditures		(20,486.14)	(239,622.98)
Fund Balance Adjustments		901,599.71	0.00
Ending Fund Balance		5,618,650.69	4,633,066.64
Total Liabilities And Fund Balance		5,817,251.17	4,822,716.54

Required Supplementary Information
City of DeLand, Florida
Permits & Inspections Fund

Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and FY 2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 3/31/2022	AVAILABLE BALANCE	YTD QUARTER BALANCE 3/31/2021
Fund 480 - PERMITS & INSPECTIONS FUND					
REVENUES					
INTEREST REVENUES	10,000	10,000	7,393	2,607	6,185
USE OF RESERVES	781,152	1,594,808	-	1,594,808	-
MISCELLANEOUS REVENUES	3,000	3,000	(112,051)	115,051	(18,209)
PERMITS. FEES, & SPECIAL ASSESSMENTS	1,496,873	1,693,753	965,069	728,684	834,638
CHARGES FOR SERVICES	172,500	201,624	168,447	33,177	115,750
TOTAL REVENUES	<u>2,463,525</u>	<u>3,503,185</u>	<u>1,028,857</u>	<u>2,474,328</u>	<u>938,363</u>
EXPENDITURES					
OPERATING	122,992	742,313	102,081	640,232	19,293
PERSONNEL	1,614,996	1,685,996	730,034	955,962	583,829
CAPITAL OUTLAY	-	163,481	105,784	57,697	48,586
TRANSFERS TO OTHER FUNDS	93,175	279,033	14,400	264,633	33,084
SERVICES PROVIDED BY GEN GOVT	632,362	632,362	316,181	316,181	274,058
TOTAL EXPENDITURES	<u>2,463,525</u>	<u>3,503,185</u>	<u>1,268,480</u>	<u>2,234,705</u>	<u>958,849</u>
Fund 480 - PERMITS & INSPECTIONS FUND:					
TOTAL REVENUES	2,463,525	3,503,185	1,028,857	2,474,328	938,363
TOTAL EXPENDITURES	<u>2,463,525</u>	<u>3,503,185</u>	<u>1,268,480</u>	<u>2,234,705</u>	<u>958,849</u>
NET OF REVENUES & EXPENDITURES	<u>-</u>	<u>-</u>	<u>(239,623)</u>	<u>239,623</u>	<u>(20,486)</u>

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PROPRIETARY FUND TYPES

INTERNAL SERVICE FUNDS

Internal service funds are used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the governmental unit, or to other governmental units, on a cost reimbursement basis. Currently there are two internal service funds which consists of the Health Insurance Cost Containment Fund and the Workers' Compensation Self-Insurance Fund.

Fund 500 HEALTH INSUR COST CONTAINMENT

GL Number	Description	PERIOD ENDED 03/31/2021	PERIOD ENDED 03/31/2022
*** Assets ***			
104.000	EQUITY IN POOLED CASH	141,627.76	147,000.00
115.100	ACCOUNTS RECEIVABLE	0.00	0.00
135.000	INTEREST & DIVIDENDS REC	0.00	0.00
166.900	EQUIPMENT & FURNITURE	9,542.00	9,542.00
167.900	ACCUM DEPREC - EQUIPMENT	(9,542.00)	(9,542.00)
Total Assets		141,627.76	147,000.00
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	10,274.89	25,864.80
Total Liabilities		10,274.89	25,864.80
*** Fund Balance ***			
274.000	NET ASSETS, INVEST IN CAPITAL	0.00	0.00
284.000	FUND BALANCE - UNASSIGNED	86,312.66	102,441.83
Total Fund Balance		86,312.66	102,441.83
Beginning Fund Balance		86,312.66	102,441.83
Net of Revenues VS Expenditures		45,040.21	18,693.37
Ending Fund Balance		131,352.87	121,135.20
Total Liabilities And Fund Balance		141,627.76	147,000.00

Required Supplementary Information
City of DeLand, Florida
Health Insurance Cost Containment Fund

Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and FY 2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 3/31/2022	AVAILABLE BALANCE	YTD QUARTER BALANCE 3/31/2021
Fund 500 - HEALTH INSUR COST CONTAINMENT					
REVENUES					
INTEREST REVENUES	-	-	147	(147)	133
USE OF RESERVES	50,000	50,000	-	50,000	-
CHARGES FOR GOVT SERVICES	560,670	560,670	280,335	280,335	298,493
TOTAL REVENUES	<u>610,670</u>	<u>610,670</u>	<u>280,482</u>	<u>330,188</u>	<u>298,626</u>
EXPENDITURES					
OPERATING	578,465	578,465	245,687	332,778	237,483
SERVICES PROVIDED BY GEN GOVT	32,205	32,205	16,103	16,103	16,103
TOTAL EXPENDITURES	<u>610,670</u>	<u>610,670</u>	<u>261,789</u>	<u>348,881</u>	<u>253,586</u>
Fund 500 - HEALTH INSUR COST CONTAINMENT:					
TOTAL REVENUES	610,670	610,670	280,482	330,188	298,626
TOTAL EXPENDITURES	<u>610,670</u>	<u>610,670</u>	<u>261,789</u>	<u>348,881</u>	<u>253,586</u>
NET OF REVENUES & EXPENDITURES	<u>-</u>	<u>-</u>	<u>18,693</u>	<u>(18,693)</u>	<u>45,040</u>

Fund 510 WORK COMP SELF INS FUND

GL Number	Description	PERIOD ENDED 03/31/2021	PERIOD ENDED 03/31/2022
*** Assets ***			
101.000	CASH IN BANK	894,491.45	683,406.70
104.000	EQUITY IN POOLED CASH	915,414.25	1,123,127.56
115.100	ACCOUNTS RECEIVABLE	0.00	0.00
135.000	INTEREST & DIVIDENDS REC	1,479.14	1,381.48
151.900	INVESTMENTS - NON-CURRENT	1,033,215.19	1,189,449.70
155.000	PREPAID ITEMS	0.00	0.00
Total Assets		2,844,600.03	2,997,365.44
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	1,497.01	0.00
205.000	CONTRACTS PAYABLE	0.00	71,521.07
229.000	OTHER CURRENT LIABILITIES	934,000.00	850,000.00
Total Liabilities		935,497.01	921,521.07
*** Fund Balance ***			
282.000	FUND BALANCE - COMMITTED	300,000.00	300,000.00
284.000	FUND BALANCE - UNASSIGNED	1,553,400.25	1,726,641.29
Total Fund Balance		1,853,400.25	2,026,641.29
Beginning Fund Balance		1,853,400.25	2,026,641.29
Net of Revenues VS Expenditures		55,702.77	49,203.08
Ending Fund Balance		1,909,103.02	2,075,844.37
Total Liabilities And Fund Balance		2,844,600.03	2,997,365.44

Required Supplementary Information
City of DeLand, Florida
Workers' Compensation Fund

Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and FY 2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 3/31/2022	AVAILABLE BALANCE	YTD QUARTER BALANCE 3/31/2021
Fund 510 - WORK COMP SELF INS FUND					
REVENUES					
CHARGES FOR GOVT SERVICES	815,167	815,167	407,583	407,584	397,133
INTEREST REVENUES	-	-	5,218	(5,218)	4,473
MISCELLANEOUS REVENUES	-	-	(42,104)	42,104	(11,067)
TOTAL REVENUES	<u>815,167</u>	<u>815,167</u>	<u>370,698</u>	<u>444,469</u>	<u>390,538</u>
EXPENDITURES					
PERSONNEL	671,432	671,432	271,262	400,170	286,693
OPERATING	79,735	79,735	18,232	61,503	16,143
SERVICES PROVIDED BY GEN GOVT	64,000	64,000	32,000	32,000	32,000
TOTAL EXPENDITURES	<u>815,167</u>	<u>815,167</u>	<u>321,495</u>	<u>493,672</u>	<u>334,836</u>
Fund 510 - WORK COMP SELF INS FUND:					
TOTAL REVENUES	815,167	815,167	370,698	444,469	390,538
TOTAL EXPENDITURES	<u>815,167</u>	<u>815,167</u>	<u>321,495</u>	<u>493,672</u>	<u>334,836</u>
NET OF REVENUES & EXPENDITURES	<u>-</u>	<u>-</u>	<u>49,203</u>	<u>(49,203)</u>	<u>55,703</u>

CITY OF DELAND
Request for Commission Action
May 16, 2022

SUBJECT: Resolution Approving the Purchase of Chairback Seats from "4 Topps" for Melching Field.

DEPARTMENT: Parks & Recreation

PREPARED BY: rick hall, P&R Director

ATTACHMENTS: Resolution , 4 Topps Premium Seating Letter of Justification, 4 Topps Premium Seating Quote for Melching Field

APPROVED BY: Michael Pleus, City Manager, May 12, 2022

SUMMARY/HIGHLIGHT:

As part of the Melching Field project, new chairback seats are to be installed. A portion of the seats that will be added will be installed in the additional 3 rows of seats behind home plate. Additionally, along the mezzanine, plans are to install half round tables and chairs as well as a drink rail. The company, 4 Topps, sells and installs these unique seats that are made out of mesh and are being installed in stadiums around the world. Due to the cost of these seats, we would be significantly over budget to install these in their entirety in the stadium, so the decision was made to install these for VIP seating and on the mezzanine area. 4 Topps is the only company that manufactures these unique seats. The 4 Topps seats are an innovative design for stadium seating and are currently being installed rapidly in sports stadiums around the world. One of the unique features that is attractive for using them in a Florida facility is that it has a mesh seat and back support and that, through comparative studies, is found to be 40-50 degrees cooler than the typical vinyl or plastic seats. The other attractive design is that the same mesh component is used for the bottom and back of the seat. This assists in reducing inventory for any replacement needs. 4 Topps also has a patent on the half-moon table tops that we desire to install on the mezzanine along the railing. This feature will enhance the seating options for fans as well as offer sponsorship opportunities. Each table top is designed to accommodate four of the 4 Topps mesh seats. Additional features are that the seats are stain-proof, rip-proof and fire resistant. The staff, in partnership with Stetson University staff, have identified the 4 Topps seats as a unique concept unlike any other stadium seat manufactured. We feel that the design and the comfort of these seats is an ideal fit for use in some of the areas in Melching Field. The additional chairbacks will be provided and installed by Hussey Stadium Seats.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The purchase and installation of the seats, tables and drink rails is quoted as \$126,417.00.

RECOMMENDATION:

Staff recommends that the City Commission approve the purchase of these stadium seats for Melching Field.

BACKGROUND/DISCUSSION:

As part of the Melching Field project, new chairback seats are to be installed. A portion of the seats that will be added will be installed in the additional 3 rows of seats behind home plate. Additionally, along the mezzanine, plans are to install half round tables and chairs as well as a drink rail. The company, 4 Topps, sells and installs these unique seats that are made out of mesh and are being installed in stadiums around the world. Due to the cost of these seats, we would be significantly over budget to install these in their entirety in the stadium, so the decision was made to install these for VIP seating and on the mezzanine area. 4 Topps is the only company that manufactures these unique seats. The 4 Topps seats are an innovative design for stadium seating and are currently being installed rapidly in sports stadiums around the world. One of the unique features that is attractive for using them in a Florida facility is that it has a mesh seat and back support and that, through comparative studies, is found to be 40-50 degrees cooler than the typical vinyl or plastic seats. The other attractive design is that the same mesh component is used for the bottom and back of the seat. This assists in reducing inventory for any replacement needs. 4 Topps also has a patent on the half-moon table tops that we desire to install on the mezzanine along the railing. This feature will enhance the seating options for fans as well as offer sponsorship opportunities. Each table top is designed to accommodate four of the 4 Topps mesh seats. Additional features are that the seats are stain-proof, rip-proof and fire resistant. The staff, in partnership with Stetson University staff, have identified the 4 Topps seats as a unique concept unlike any other stadium seat manufactured. We feel that the design and the comfort of these seats is an ideal fit for use in some of the areas in Melching Field. The additional chairbacks will be provided and installed by Hussey Stadium Seats.

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, RELATING TO PURCHASING FROM 4TOPPS, LLC BY THE CITY WHICH DESIRES, IN CONJUNCTION WITH STETSON UNIVERSITY, TO USE A PARTICULAR TYPE OF SEAT PERTAINING TO THE PROCUREMENT OF NEW CHAIR BACK SEATS FOR THE MELCHING FIELD IMPROVEMENT PROJECT; PROVIDING FOR FINDINGS AND INTENT; 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 engages in the procurement of goods and services in accordance with the provisions of controlling State law, the *Code of Ordinances of the City of DeLand* and sound and generally accepted governmental purchasing practices and principles; and

WHEREAS, the City of DeLand is in the process of implementing substantial improvements at Melching Field for the benefit of the citizens of the City of DeLand in collaboration with Stetson University; and

WHEREAS, Melching Field is a City of DeLand facility that brings great credit and pride to the City of DeLand and its residents and it is said to be one of the most picturesque, fan-friendly stadiums in the nation and, indeed, received the National Collegiate Athletic Association's (NCAA) recognition as the Division 1 College baseball field of the year; and

WHEREAS, Melching Field is a multi-million-dollar City of DeLand facility which also has been used by Florida collegiate summer league, high school teams, American Legion competition and other teams ranging from those of a local nature and NCAA regional tournaments with such events and activities enhancing both economic and tourism development within the City; and

WHEREAS, 4Topps, LLC, a North Carolina limited liability company, which does business under the name 4Topps Premium Mesh Seating (hereinafter "4Topps"), whose Chief Executive Officer is Joseph Bellissimo and whose President is Deron Nardo, has, since its founding in 2011, successfully installed its innovative products in hundreds of sports venues around the world in leagues and programs such as Major League Baseball, Minor League Baseball, the National Football League, the Professional Golfers' Association Tour, Major League Soccer, NCAA stadiums, Nippon Professional Baseball (Japan), J1 (the top level of the Japan Professional Football League), the Canadian Football League, Live Nation and Thoroughbred Racing; and

WHEREAS, 4Topps has developed an innovative, breathable mesh premium-seating product line which, unlike padded vinyl seats, creates airflow that reduces surface temperature (providing not only increased comfort, but reduced maintenance costs) and its cushioned sling design distributes weight evenly, eliminating pressure points that make sitting for extended periods

uncomfortable and which, unlike padded vinyl seats, which hold water after a rainfall, drains the collected rainwater relatively instantly; and

WHEREAS, the seating installed by 4 Topps, due to their cost, will be only used for a portion of the seats that will be added at Melching Field and will be installed only in the additional 3 rows of seats behind home plate (the VIP seating area) as well as along the mezzanine where the installation of half round tables and chairs and a drink rail is planned; and

WHEREAS, the additional chair backs for the Melching Field improvement project will not be provided by 4Topps and will be provided and installed by Hussey Stadium Seats which is a historic major stadium seating company which has installed the seating at Jackie Robinson Stadium at the University of California at Los Angeles and Howard Schnellenberger Field at the Florida Atlantic University Stadium; and

WHEREAS, 4 Topps' unique seats are the product of a patented seat design and the procurement of this seating at Melching Field is a collaborative effort between City staff in partnership with Stetson University staff; and

WHEREAS, the City of DeLand desires to use public funds in the most prudent and beneficial manner for the benefit of the citizens of the City of DeLand with regard to the Melching Field improvement project in conjunction with Stetson University; and

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

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

Section 1. Findings And Intent.

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

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

(c). The City of DeLand has engaged in the procurement of goods and services relative to the seating requirements for the Melching Field improvement project in accordance with the provisions of controlling State law, the *Code of Ordinances of the City of DeLand* and sound and generally accepted governmental purchasing practices and principles.

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

Section 2. Procurement of Seating; Melching Field; 4Topps; Exhibits.

(a). The City Commission hereby approves the procurement from 4Topps of the goods and services relating to a part of the seating improvements being made in the course of the Melching Field improvement project as well as any related and associated goods and services.

(b). The City Commission hereby authorizes the necessary purchase of a portion of the seating, and related and associated goods and services, from 4Topps pertaining to the Melching Field improvement project.

(c). Although this is not a sole source procurement, the attached letter, dated March 24, 2022, from Mr. Deron Nardo of 4Topps, to the City of DeLand is hereby incorporated herein as a substantive part of this Resolution.

(d). The attached price quote, dated April 13, 2022, from Ms. Maggie Marshall of 4Topps, directed to Stetson University is hereby incorporated herein as a substantive part of this Resolution.

Section 3. Implementing administrative actions.

The City Manager, or designees, and the 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 seating goods and services, and related and associated goods and services, from 4Topps pertaining to the Melching Field improvement project.

Section 4. Savings.

All prior actions of the City Commission relating to City procurement and purchasing matters pertaining to the Melching Field improvement project, and any and all related and associated activities, are hereby ratified and affirmed.

Section 5. Conflicts.

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

Section 6. Severability.

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

Section 7. Effective Date.

This Resolution shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED this 16th day of May, 2022.

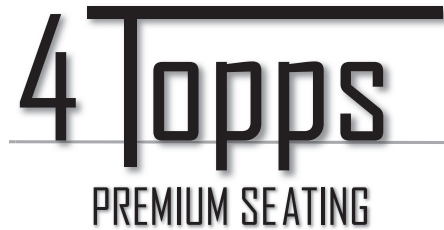
Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy, MMC
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney



**Sole Source letter for 4Topps Premium Seating
March 24, 2022**

Dear Mr. Rick Hall, City of DeLand -

I am writing to provide background on our patent-pending AirFlow Mesh, 4Topps table configuration, our swivel drink rail seating, and other products. We are the sole-source provider for cushioned, breathable mesh stadium seats and have multiple patents pending for our design. This letter will explain both the reasoning behind our original product development as well as why we are the sole source provider in the marketplace for these products.

Our patent-pending Airflow Mesh Tip-Up Stadium Seats key point of differentiation that makes it unique in the marketplace – the cushioned breathability of the mesh seat pan and seat back. Our patent-pending AirFlow Mesh Tip-Up Stadium Seats has an additional key point of differentiation: the fact that the seat back and seat pan are interchangeable parts. Furthermore, the patent-pending AirFlow Mesh Tip-Up Stadium Seats design includes a gravity tip-up feature, made possible through the elimination of springs in the seat arms. It is the only design of its kind in a breathable mesh stadium seat. 4Topps Premium Seating uses its patent-pending AirFlow Cushioned Mesh across the entire seating product line: Row Seats, Mounted Swivel Seats, Loose Barstools, Dining Chairs.

Our 4Topps table configuration has been granted a U.S. Utility Patent for its unique configuration and ability to fit four people around a table – all facing the field of action – within the smallest footprint possible. Our four seats both swivel and flip up, allowing the points of egress and ingress to be obtained by swiveling the seat to create the aisle. This same egress/ingress principle applies to our swivel drink rail seating and allows 4Topps to condense the footprint and maximize spacing.

An RFP submitted with these criteria will net only one company, 4Topps Premium Seating, who can legally submit a bid.

Please respond with any questions that may arise.

Thank you.

Best –

Deron Nardo
Principal/President, 4Topps Premium Seating



4Topps Premium Mesh Seating
3135 Indiana Ave.
Winston-Salem, NC 27105

www.4topps.com

Created Date 4/13/2022

Created By Maggie Marshall

Contact Information

Account Name	Stetson University	Ship To Name	Stetson University, Melching Field at Conrad Park
		Ship To	555 S Woodland Blvd DeLand, FL 32724
		Bill To Name	City Of DeLand Parks & Recreation, Attn: Rick Hall, Hallr@deland.org

Project Description

Description Custom Green Mesh included for all chairs.

Product	Quantity	Sales Price	Total Price	Line Item Description
4Topps 21" HighBack Club & Suite Chair with Cupholder	39.00	\$328.38	\$12,806.82	
4Topps 22" HighBack Club & Suite Chair with Cupholder	110.00	\$332.08	\$36,528.80	
4Topps Table Unit - Dining Height	10.00	\$4,245.92	\$42,459.20	
4Topps Dining Height Swivel Chair	8.00	\$558.58	\$4,468.64	
Drink Rail 8' - Standard Height	4.00	\$1,532.32	\$6,129.28	
Custom Mesh Color	1.00	\$0.00	\$0.00	
Submittals	1.00	\$1,500.00	\$1,500.00	
Installation	1.00	\$14,950.00	\$14,950.00	Concrete Seats: Wedge Anchors
Shipping	1.00	\$7,575.00	\$7,575.00	

4Topps Premium Seating Product Total Cost

Subtotal	\$126,417.74
Grand Total	\$126,417.74

Terms and Conditions (may continue onto next page)

1. 4Topps products can be installed within approximately 16-18 weeks after approved shop drawings and color selections.
2. Price quote is good for **30 days** from the date issued.
3. Standard purchase terms are 50% down payment with order and 50% immediately following completed installation. No retainage permitted.
4. Sales Tax Included _____ Sales Tax Not Included ___x___

If approved, please sign and return quote:

Customer Name
(Print): _____

Customer Approval
Signature: _____ Date _____

4Topps
Signature: _____ Date _____ Page 90 of 411



Created Date 4/13/2022

Created By Maggie Marshall

5. If your organization is Sales Tax Exempt buyer agrees to provide 4Topps Sales Tax Exemption documentation within thirty (30) days of signing this agreement.
6. Installation location will be free and clear of any materials, such as existing seats or railing, prior to date of installation. Removal of these materials is responsibility of Buyer unless specifically quoted in Pricing above. Buyer agrees to reimburse 4Topps for reasonable removal costs of these materials, if necessary. Buyer agrees to reimburse 4Topps for travel changes resulting from job site not being install-ready.
7. Installation location will be free from all fall hazards. Buyer to provide permanent or temporary railings. 4Topps will not install seating if required to use fall protection equipment.
8. Field measurements are required to verify exact number of 4Topps sets to fit in facility.
9. Any pre-construction, field measurement or any on-site visits needed prior to first installation mobilization is not included in cost. Any additional trips can be charged. A written approval of additional costs is required prior to scheduling trip.
10. One (1) mobilization for installation is included. Additional trips will be charged at cost of \$6,500 each. A written approval of additional costs is required prior to scheduling trip.
11. 4Topps assumes Buyer has obtained permission and approval for the installation from the facility owner.
12. ADA requirements and investigation are the responsibility of the Buyer.
13. Buyer will provide access to the installation location via elevator and clear pathway. 4Topps will have exclusive use of elevator during stocking, if necessary.
14. 4Topps field labor for installation, if necessary, is based on merit shop rates. Prevailing wages are not included. Certified payroll is not included.
15. 4Topps installer(s) will place all refuse in Buyer/Owner provided dumpster and broom clean area.
16. Buyer will accept delivery of product at address and time TBD prior to shipment.
17. Proposal does not include minority, MBE, WBE, or similar requirements.
18. 4Topps will obtain necessary local and state tax registrations and business registrations but is not a licensed contractor. 4Topps will work under the licensed contractor. If licensing is required, additional costs will be submitted for reimbursement.
19. Permitting is not included.
20. Engineer stamped drawings are not included.
21. Bonds (bid, payment, performance, etc.) are not included. If Payment and/or Performance Bond is required, add 3.5% to the bid price.
22. Standard CGL Insurance is included with a \$1,000,000 limit. Coverage in excess of these limits can be provided at an additional cost.
23. Prevailing wage rates are not included.
24. Standard Warranty is included. Installation- 1 year, structural/operations/fabric- 3 years. Extended warranty is available at an additional cost.
25. 4Topps has included 2 hours for training of Owner while 4Topps is actively installing its work.
26. 4Topps materials do not comply with the domestic steel requirements. GC to obtain waiver from Director prior to subcontracting if necessary.

If approved, please sign and return quote:

Customer Name
(Print): _____

Customer Approval
Signature: _____ Date _____

4Topps
Signature: _____ Date _____



4Topps Premium Mesh Seating
3135 Indiana Ave.
Winston-Salem, NC 27105

www.4topps.com

Created Date 4/13/2022

Created By Maggie Marshall

27. ****DUE TO THE VOLATILE NATURE OF THE SHIPPING INDUSTRY, WE WILL BE RE-QUOTING PRODUCT SHIPMENT PRICES NEARER THE ESTIMATED DELIVERY DATE AND BILLING THAT AMOUNT. THE SHIPPING PRICE LISTED ON THIS QUOTE WILL SERVE AS A PLACEHOLDER-ONLY AND REFLECTS PRICING AT THE TIME THIS QUOTE WAS ISSUED. ***

If approved, please sign and return quote:

Customer Name
(Print): _____

Customer Approval
Signature: _____ Date _____

4Topps
Signature: _____ Date _____

CITY OF DELAND
Request for Commission Action
May 16, 2022

SUBJECT: Resolution Approving the Naming of The Veterans Pavilion at Bill Dreggors Park as "The West/Friend Pavilion."

DEPARTMENT: Parks & Recreation

PREPARED BY: rick hall, P&R Director

ATTACHMENTS: Resolution

APPROVED BY: Michael Pleus, City Manager, May 12, 2022

SUMMARY/HIGHLIGHT:

According to the existing policy on naming facilities that was adopted in 2001, City staff would like to recommend naming the Veterans Pavilion at Bill Dreggors Park The West/Friend Pavilion. Jim West and Dan Friend were born in DeLand and have been long-time advocates and supporters of veterans in the City of DeLand. Both Jim and Dan have worked on many veteran and historic preservation projects over the past decade. Most recently, Dan promoted the idea and raised the funds to build the pavilion. Jim sold the bricks for the pathway and installed them, creating a beautiful entrance to make the pavilion accessible. Additionally, Jim maintains the plants and flowers at the pavilion. Thanks to Jim and Dan, the pavilion has been a great asset with numerous celebrations occurring at the facility, including the upcoming Memorial Day Celebration.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Approximately \$200.00 for the sign and posts.

RECOMMENDATION:

Staff recommends that the Veterans Pavilion at Bill Dreggors Park be named "The West/Friend Pavilion."

BACKGROUND/DISCUSSION:

According to the existing policy on naming facilities that was adopted in 2001, City staff would like to recommend naming the Veterans Pavilion at Bill Dreggors Park The West/Friend Pavilion. Jim West and Dan Friend were born in DeLand and have been long-time advocates and supporters of veterans in the City of DeLand. Both Jim and Dan have worked on many veteran and historic preservation projects over the past decade. Most recently, Dan promoted the idea and raised the funds to build the pavilion. Jim sold the bricks for the pathway and installed them, creating a beautiful entrance to make the pavilion accessible. Additionally, Jim maintains the plants and flowers at the pavilion. Thanks to Jim and Dan, the pavilion has been a great asset with numerous celebrations occurring at the facility, including the upcoming Memorial Day Celebration.

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, RENAMING THE VETERANS PAVILION AT BILL DREGGORS PARK AS THE “JIM WEST AND DAN FRIEND PAVILION”; PROVIDING FOR FINDINGS; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Bill Dreggors Park is a City of DeLand park and an historic site which is on the National Register of Historic Places, which offers an array of recreational opportunities to the citizens of the City of DeLand and includes The Veterans Memorial Wall; and

WHEREAS, Jimmy West and Dan Friend were both born at the old DeLand Navy Air Station hospital and have been friends since the second grade and with both having careers teaching at DeLand High School while sharing an interest in history; and

WHEREAS, after retirement, Jimmy and Dan joined forces with other DeLand citizens to form the DeLand Army Preservation Group, Inc. which became the DeLand Historic Trust, Inc.; and

WHEREAS, these dedicated citizen organizations worked on numerous veterans and historic preservation projects over the past decade to include research on the DeLand US Army "ST" tugboats used during World War 2, the Korean War and the Vietnam War; creation of the Patriot Room; and enhancement of the military collections in the DeLand Memorial Hospital and Veterans Museum; and

WHEREAS, Jimmy and Dan were joined by more area volunteers and became involved with the cleaning and restoration of numerous veterans' headstones in Union and Community Cemeteries; creation of the Veterans Memorial Wall at the Bill Dreggors Park and the installation of the Hall of Patriots in the historic Volusia County Courthouse; and

WHEREAS, the efforts of Jimmy and Dan and the local volunteers resulted in the creation and publication of research and tributes on the West Volusia's Military Heroes Facebook page; and

WHEREAS, the DeLand Historic Trust, Inc. also works with the local chapter of the Daughters of the American Revolution to place flags on veterans' graves each Memorial Day and Veterans Day; and

WHEREAS, with regard to the existing Veterans Pavilion, Dan promoted the idea and raised the funds while Jimmy worked on the Brick Pathway of Honor and personally installed the flowers around the pavilion while working with the DeLand Garden Club on the maintenance of the entire garden area in the Veterans Park and Gardens; and

WHEREAS, the City Commission of the City of DeLand desires to rename the Veterans Pavilion at Bill Dreggors Park as the “Jim West and Dan Friend Pavilion” in honor of these two dedicated civic focused citizens of the City; and

WHEREAS, the City Commission of the City of DeLand urges the citizens of the City and, in particular, the youth of the City, to reflect upon the spirit of volunteerism and patriotism of citizens such as Jimmy West and Dan Friend as well as the volunteers in the many groups and organizations engaging in efforts to honor military veterans who have served our Nation with pride and tremendous sacrifice; and

WHEREAS, the City Commission of the City of DeLand has the power and authority to adopt this Resolution under the controlling provisions of State law such as, by way of example only, the provisions of Article VIII, Section 2 of the *Constitution of the State of Florida*; the provisions of Chapter 166, *Florida Statutes*; and other controlling law; and

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

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. Naming of the Jim West and Dan Friend Pavilion.

The City Commission of the City of DeLand hereby renames the Veterans Pavilion at Bill Dreggors Park as the “Jim West and Dan Friend Pavilion” and the City Commission is honored to do so at this time.

Section 3. Implementing administrative actions.

(a). The City Manager shall implement, and have the full power to implement, the provisions of this Resolution in such manner as he deems appropriate.

(b). Certified copies of this Resolution shall be presented to Jimmy West and Dan Friend.

Section 4. Savings.

All prior actions of the City Commission relating to Bill Dreggors Park and any and all related activities are hereby ratified and affirmed.

Section 5. Conflicts.

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

Section 6. Severability.

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

Section 7. Effective Date.

This Resolution shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED this 16th 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

CITY OF DELAND
Request for Commission Action
May 16, 2022

SUBJECT: Consideration re Warranty Deed with Mr. Jack Davis as Grantor and the City as Grantee for North Hill Avenue Right-of-way.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: Warrenty Deed

APPROVED BY: Michael Pleus, City Manager, May 12, 2022

SUMMARY/HIGHLIGHT:

The acceptance of a Warranty Deed with Mr. Jack Davis as grantor and the City as grantee for North Hill Avenue right-of-way is proposed.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There are no costs associated with this item except for modest recording and administrative fees.

RECOMMENDATION:

City staff recommends that the City Commission accept the Warranty Deed with Mr. Jack Davis as grantor and the City as grantee for North Hill Avenue right-of-way.

BACKGROUND/DISCUSSION:

The County of Volusia acted upon an Overall Development Plan application for a 2-lot residential subdivision of a 1.16-acre parcel located on the east side of North Hill Avenue/County Road 4105 with regard to property owned by Mr. Jack Davis. The property is located at the intersection with East Michigan Avenue. Volusia County reviewed the application under Growth and Resource Management Reference Number 2022-S-ODP-0234 and Ben Walter, County Land Development Planner 1, recommended that the owner/developer dedicate the subject right-of-way for North Hill Avenue as a condition of approval of the requested development approval.

A "Boundary Survey Certified To And Proposed Parcel Division For: Jack Davis", dated January 6, 2022, was prepared by Blackwell & Associates Land Surveyors, Inc. which generally related to a strip of right-of-way

which is 25' in width on North Hill Avenue which parcel is the subject of the attached Warranty Deed.

Mr. Davis agreed to the dedication of the right-of-way which was implemented by means of the subject Warranty Deed.

Prepared by and return to:

Darren J. Elkind, Esquire
142 E. New York Avenue
DeLand, Florida 32724
Phone: 386.734.3020

Tax Parcel Identification Number: 701000000540 (Altkey: 2222859).

WARRANTY DEED

THIS WARRANTY DEED made the 18 day of April, 2022, by JACK DAVIS, (hereinafter referred to as "Grantor"), whose address is 1440 Wyngate Drive, DeLand Florida 32724, to the CITY OF DELAND, a municipality of the State of Florida, whose mailing address is City Hall, 120 South Florida Avenue, DeLand, Florida 32720, (hereinafter referred to as "Grantee").

WITNESSETH:

THAT THE GRANTOR, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee all that certain land situate in Volusia County, Florida, viz:

See attached Exhibit "A", dated January 6, 2022, attached hereto as prepared by Blackwell & Associates Land Surveyors, Inc. for the referenced project (W.O. No. 4-196-94), (hereinafter referred to as the "Property"). The legal description for the roadway dedication is:

The west 25 feet of the following parcel: The southerly 168 feet of the Northwest $\frac{1}{4}$ of Section 10, Township 17 South, Range 30 East.

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO easements, restrictions and reservations of record, if any. However this reference thereto shall not serve to reimpose same.

TO HAVE AND TO HOLD the same in fee simple forever.

AND THE GRANTOR hereby covenants with the Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property, and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever; and that the Property is free of all encumbrances. Together with all common law covenants of title, this conveyance includes the covenant of further assurances.

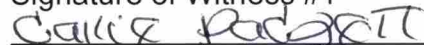
IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the

day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:



Signature of Witness #1



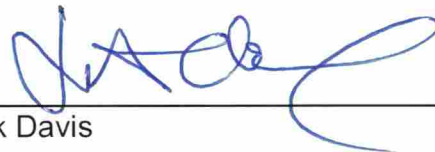
Printed Name of Witness #1



Signature of Witness #2



Printed Name of Witness #2



Jack Davis

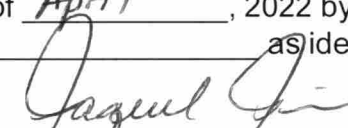
ACKNOWLEDGMENT

STATE OF FLORIDA)

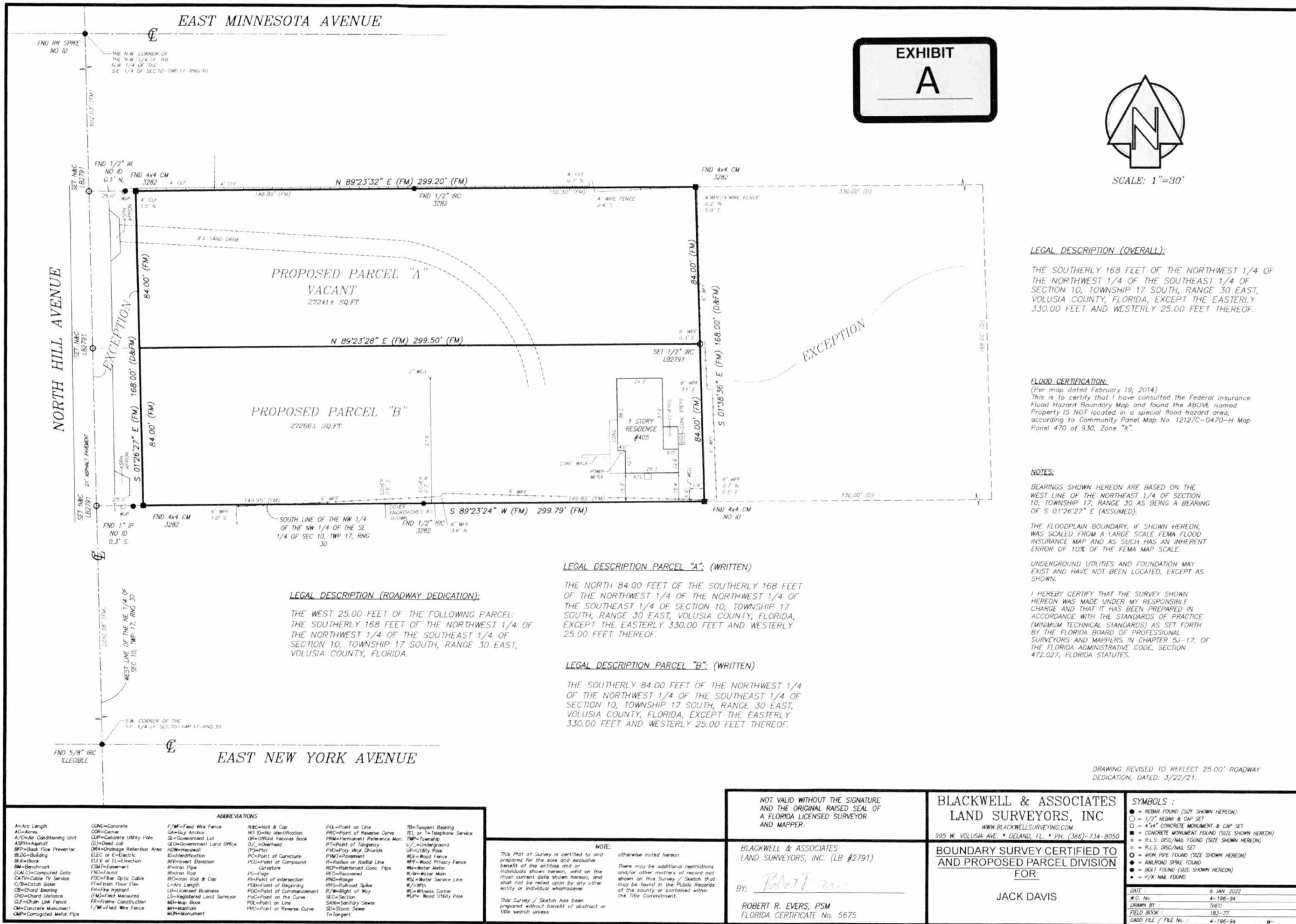
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of April, 2022 by Jack Davis. He is personally known to me or produced _____ as identification.

 Raquel Rivera
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG303108
Expires 2/18/2023



NOTARY PUBLIC
My commission expires:



Prepared by and returned to:

Jack Davis
1440 Wyngate Dr.
Deland, FL 32724

PARTIAL RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, JACK DAVIS (hereinafter "Mortgagor"), mortgaged real property by a mortgage bearing the date of August 4, 2009, and recorded on August 14, 2009 in Official Records Book 6386, Page 1010, of the Public Records of Volusia County, Florida, to secure the payment of the original sum of \$50,000 with interest as therein mentioned (hereinafter the "Mortgage"); and

WHEREAS, Mortgagor has requested the mortgagee, JPMorgan Chase Bank, N.A., release a portion of the premises as hereinafter described, being a portion of said mortgaged premises, from the lien and operation of the Mortgage:

NOW THEREFORE; KNOW YE That the Mortgagee does remise, release, quitclaim, exonerate and discharge from the lien and operation of the Mortgage unto the said Mortgagor, his heirs and assigns, all that portion, piece, parcel or tract of land, being described as follows:

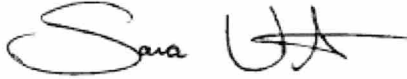
The west 25 feet of the following parcel: The southerly 168 feet of the Northwest $\frac{1}{4}$ of Section 10, Township 17 South, Range 30 East.

TO HAVE AND TO HOLD the same, with the appurtenances, unto the said Mortgagor, it's heirs and assigns forever, freed, exonerated and discharged of and from the lien of said mortgage, and every part thereof.

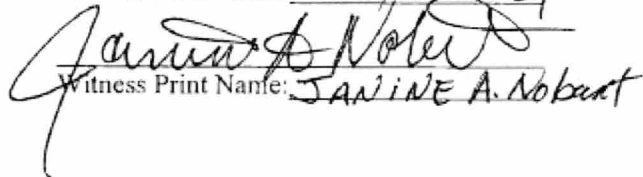
IN WITNESS WHEREOF, the said Mortgagee has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, this 8th day of April, 2022.

[EXECUTION ON THE FOLLOWING PAGE]

Signed, sealed and delivered
in the presence of:



Witness Print Name: Sara Utley



Witness Print Name: JANINE A. Robert

Mortgagee

JPMorgan Chase Bank, N.A.

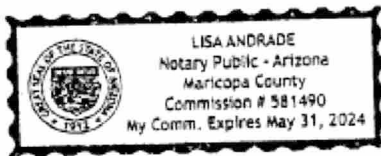
By: m s o

Printed Name: Michael Samuels

Vice President - Document Execution

State of Arizona
County of Maricopa

The foregoing instrument was acknowledged before me on behalf of the corporation by Michael Samuels, Who is personally known to me, as Vice President – Document Execution , JPMorgan Bank, N.A. .



[Notary Seal]


Notary Public

CITY OF DELAND
Request for Commission Action
May 16, 2022

SUBJECT: Consideration re Award of Bid, Public Works Maintenance Shed.

DEPARTMENT: Public Works

PREPARED BY: Ray Underwood, Public Works Director

ATTACHMENTS: Bid Tabulation

APPROVED BY: Michael Pleus, City Manager, May 12, 2022

SUMMARY/HIGHLIGHT:

The current fiscal year budget contains a capital line item to construct one new equipment and maintenance shed to be located in the northeast portion of the Public Services complex. The shed will be used by the Public Works Stormwater Division and is to include five open bays, each 20' wide X 24' long. The shed will be similar in appearance and construction to the existing adjacent sheds in the complex and will be used for equipment and material storage.

Bid documents require the contractor to construct the necessary floor slab and the pre-engineered metal building only. Related building infrastructure to include the stormwater retention, paving and lighting will be constructed by City staff.

Bid documents for this project and related site work were developed by City staff. The project was advertised in the local news media and via the internet-based Demand Star system. A total of two bids were received and are tabulated on the attached bid form. Bids range from a low of \$187,772.00 to \$232,781.29.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

Energy Efficient Buildings and Infrastructure.

FISCAL IMPACT:

Award to the low bidder, Phifer Industries, Inc., will result in a total expenditure of \$187,772.00. A total of \$245,000 is budgeted in the Stormwater Enterprise Fund for this project. Remaining budgeted funds will be used to construct necessary site improvements.

RECOMMENDATION:

Staff recommends that the City Commission award the Public Works Maintenance Shed project to Phifer Industries Inc. in the amount of \$187,772.00.

BACKGROUND/DISCUSSION:

Phifer Industries Inc., the low bidder, has previously performed work for the City of DeLand. Their references

have indicated that they have performed satisfactory work and that these clients would use this firm again for future projects. Based on references and past projects related to the City of DeLand, staff believes that they are qualified to perform the necessary work.



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

BID TABULATION SHEET

Bid Title: PUBLIC WORKS MAINTENANCE SHED
Bid No: B-22-12
OPENING DATE & TIME: April 21, 2022 @ 3:00 PM
POSTING DATE: April 22, 2022

POSTED BY: Corey McMillen

Vendor	Vendor City/State	Total
Phifer Industries Inc.	New Port Richey, FL	\$187,772.00
Tadeos Engineering	Miami Lakes, FL	\$232,781.29

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

CITY OF DELAND
Request for Commission Action
May 16, 2022

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

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: Duke Easement - 1395 North Stone Street, Exhibit A - Legal Description

APPROVED BY: Michael Pleus, City Manager, May 12, 2022

SUMMARY/HIGHLIGHT:

The City executed a blanket easement over the entire property with the condition that once the electric facilities were installed, the City would obtain a survey of the location and a new easement would be executed to show the exact location of the electric easement. The attached easement is the new, precisely surveyed easement.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

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

RECOMMENDATION:

It is recommended that the City Commission approve the grant of the Utility Easement to Duke Energy Florida, LLC.

BACKGROUND/DISCUSSION:

The City granted Duke a "blanket easement" over the entirety of the site in order to obtain power to the site. After the power line was installed from the street to the site, the City obtained a survey of the exact location of the service line and prepared a legal description for an easement that was five feet on either side of the underground power lines. The easement is 10 feet in width and does not adversely impact the City's use of subject property.

EASEMENT

THIS EASEMENT (“Easement”) from **CITY OF DELAND, a Florida municipal corporation**, 120 South Florida Avenue, 32720 (“**GRANTOR**” whether one or more) to **DUKE ENERGY, FLORIDA, LLC, a Florida Limited Liability Company, d/b/a DUKE ENERGY**, Post Office Box 14042, St. Petersburg, Florida 33733, and its successors, lessees, licensees, transferees, permittees, apportionees, and assigns (“**GRANTEE**”);

WITNESSETH:

THAT **GRANTOR**, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, the perpetual right, privilege, and easement to install, operate, and maintain in perpetuity such facilities as may be necessary or desirable for providing electric energy and for communication purposes over, under, upon, across, through and within, the following described lands in Volusia County, Florida, and referred to hereinafter as the Easement Area to wit:

An Easement Area being more particularly described and shown on the accompanying Exhibit “A”, Sketch of Description, as prepared by Roger R. Evers, P.S.M. of Blackwell & Associates Land Surveyors, Inc., dated April 12, 2022, consisting of one (1) page, attached hereto and incorporated herein by this reference.

Tax Parcel Number: 700503000070 (Altkey: 2192542)

The rights herein granted to **GRANTEE** by **GRANTOR** specifically include the right: (a) for **GRANTEE** to patrol, inspect, alter, improve, add to, repair, rebuild, relocate, and remove said facilities; (b) for **GRANTEE** to increase or decrease the voltage and to change the quantity and type of facilities; (c) ingress and egress over the Easement Area and over portions of **GRANTOR's** adjoining property for the purpose of exercising the rights herein granted; (d) to trim, cut or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or other obstructions; (e) to trim, cut or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of **GRANTEE**, might interfere with or fall upon the Facilities; (f) to allow third parties to attach equipment to the Facilities including but not limited to wires, cables and other

apparatus; (g) and all other rights and privileges reasonably necessary or convenient for **GRANTEE's** safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement for the purposes described herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTOR shall have the right to use the Easement Area in any manner that is consistent with the rights granted to **GRANTEE** herein; provided however, without the prior written consent of **GRANTEE**, which consent shall not be unreasonably withheld, **GRANTOR** shall not (a) place, or permit the placement of, any obstructions within the Easement Area including but not limited to, any building, house, or other above-ground or underground structure, or portion thereof; If obstructions are installed adjacent to the Easement Area, they shall be placed so as to allow ready access to **GRANTEE's** facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted equipment; (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area. Excluding removal of vegetation and obstructions as provided herein, any physical damage to the surface of the Easement Area and/or **GRANTOR's** adjoining property caused by **GRANTEE** or its contractors shall be repaired to a condition reasonably close to the previous condition at **GRANTOR'S** expense. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service and **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein.

GRANTOR hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**, and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement. All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, this Easement has been executed by Grantor on this _____ day of _____, 2022, and is effective as of the Effective Date herein.

GRANTOR:

**CITY OF DELAND,
a Florida municipal corporation**

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

Robert F. Apgar
Mayor-Commissioner

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Grantor(s) mailing address:

Signature

120 South Florida Avenue
DeLand, Florida 32720

Print or Type Name of Witness

Signature

Print or Type Name of Witness

STATE OF _____)
) ss
COUNTY OF _____)

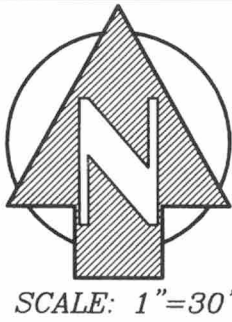
The foregoing Easement was acknowledged before me before me by means of ☐ physical presence or ☐ online notarization, on this _____ day of _____, 2022, by _____ and _____, its Mayor and City Clerk, respectively of **CITY OF DELAND, a Florida municipal corporation**, who is/are personally known to me or who has/have produced _____ as identification.

NOTARY SEAL

Name:
Notary Public
Serial Number:
My Commission Expires:

SPECIFIC PURPOSE SURVEY TO SHOW THE LOCATION OF A DUKE ENERGY POWERLINE AND WRITE A LEGAL DESCRIPTION OF SAID LINE.

GREEN'S DAIRY ROAD



LEGAL DESCRIPTION: (WRITTEN)

A 10.00 FOOT DUKE ENERGY EASEMENT LYING IN A PORTION OF LOT LAKE LOT 7, SCARLETT'S SUBDIVISION, ACCORDING TO MAP IN DEED BOOK G, PAGE 660, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST, THENCE RUN N 01°29'40" W, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION, ALSO BEING THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION, A DISTANCE OF 942.45 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID EASEMENT, EXTENDING 5.00 FEET ON EITHER SIDE; THENCE N 88°30'20" E, INTO SAID LOT 7, A DISTANCE OF 30.31 FEET; THENCE N 82°32'48" E, A DISTANCE OF 40.62 FEET TO THE POINT OF TERMINUS.

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE THE WEST LINE OF THE NE 1/4 OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST AS BEING A BEARING OF N 01°29'40" W (ASSUMED).

THE FLOODPLAIN BOUNDARY, IF SHOWN HEREON, WAS SCALED FROM A LARGE SCALE FEMA FLOOD INSURANCE MAP AND AS SUCH HAS AN INHERENT ERROR OF 10% OF THE FEMA MAP SCALE.

UNDERGROUND UTILITIES AND FOUNDATION MAY EXIST AND HAVE NOT BEEN LOCATED, EXCEPT AS SHOWN.

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND THAT IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE (MINIMUM TECHNICAL STANDARDS) AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, OF THE FLORIDA ADMINISTRATIVE CODE, SECTION 472.027, FLORIDA STATUTES.

THE SW 1/4 OF SEC 5-TWP 17-RNG 30

THE SE 1/4 OF SEC 5-TWP 17-RNG 30

NOTE: NO DEDICATED RIGHT OF WAY. MAINTAINED RIGHT OF WAY ON N. STONE STREET LIES 8' OFF THE EDGE OF PAVEMENT TO THE WOOD LINE (PER VOLUSIA COUNTY)

LEGEND AND ABBREVIATIONS

A/C	Air Conditioning Unit	M.B.	Map Book
ASPH	Asphalt	MES	Mitered End Section
BM	Benchmark	MON	Monument
CALC	Calculated	N&C	Nail & Cap
CAV	Cable TV Service	NO I.D.	No Identity
CB	Concrete Block	OR	Official Record Book
CL	Center Line	(P)	Plat
CLF	Chainlink Fence	PC	Point of Curve
CM	Concrete Monument	PCC	Point of Compound Curve
CMP	Corrugated Metal Pipe	PCP	Permanent Control Point
CONC	Concrete	PG	Page
COR	Corner	PRC	Point of Reverse Curve
CUP	Concrete Utility Pole	PRM	Permanent Reference Monument
(D)	Deed Call	PSI	Point of Street Intersection
EL	Elevation	PSM	Professional Surveyor & Mapper
FFE	Finish Floor Elevation	PVC	Poly-Vinyl-Chloride Pipe
(FM)	Field Measurement	R	Radius of Curve or Radial Line
FNC	Fence	RP	Radius Point
FND	Found	RLS	Registered Land Surveyor
FH	Fire Hydrant	T	Tangent
INV	Invert	TBM	Temporary Benchmark
IR	Iron Rod	TYP	Typical
IRC	Iron Rod & Cap	WPF	Wood Privacy Fence
LB	Land Surveying Business	WUP	Wood Utility Pole

BLACKWELL & ASSOCIATES LAND SURVEYORS, INC

995 W. VOLUSIA AVE. * DELAND, FL. * PH: (386)-734-8050
WWW.BLACKWELLSURVEYING.COM

NOTE:

This Plat of Survey is certified to and prepared for the sole and exclusive benefit of the entities and or individuals shown hereon, valid on the most current date shown hereon, and shall not be relied upon by any other entity or individual whomsoever.

This Survey / Sketch has been prepared without benefit of abstract or title search unless otherwise noted hereon.

There may be additional restrictions and/or other matters of record not shown on this Survey / Sketch that may be found in the Public Records of the county or contained within the Title Commitment.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BLACKWELL & ASSOCIATES LAND SURVEYORS, INC. (LB #2791)

BY: *Robert R. Evers*
REGISTERED LAND SURVEYOR

ROBERT R. EVERS - P.S.M.
FLORIDA CERTIFICATE No. 5675

SPECIFIC PURPOSE SURVEY CERTIFIED TO:

CITY OF DELAND
DUKE ENERGY

DATE : 4/12/22
W.O. No. 1-58-22
DRAWN BY : RC
FIELD BOOK : 751/36
CADD FILE : 1-58-22

CITY OF DELAND
Request for Commission Action
May 16, 2022

SUBJECT: Consideration re Recommendations for Melching Field Stadium Improvements - Design Build Design - RFP 22-02.

DEPARTMENT: Public Service

PREPARED BY: Chad Gamble, Public Services Director

ATTACHMENTS: Wharton Smith - Proce Proposal form - Melching Field

APPROVED BY: Michael Pleus, City Manager, May 12, 2022

SUMMARY/HIGHLIGHT:

In accordance with Florida State Statute, The City of DeLand issued an RFP requesting pricing and proposals based on the Design Criteria Package developed in concert with CPH, The City of DeLand and Stetson University. On May 3, 2022, a single proposal and related pricing was received from the Team of Wharton-Smith, Inc. Construction Group and HKS (collectively referred to as WS). The price that was submitted was \$10.4 million. Staff notes that the total project budget is \$5.7 million and the \$10.4 million submitted does not include the field improvements, lighting, scoreboard, and chairback seats that were already awarded by the Commission and included in the original \$5.7 million budget. As a result, there is only approximately \$3 million remaining for the balance of the project that was included in the pricing from Wharton Smith for \$10.4 million.

The Selection Review Committee met on May 5th to discuss the best path forward noting the lack of competitive proposals and inflated project cost. After much deliberation, the Committee unanimously voted to proceed with recommending the Commission allow staff to enter into negotiations with Wharton-Smith, Inc, with extreme emphasis that the City is not under any obligation to enter into a contract with Wharton-Smith unless negotiations yield a modified project scope that is acceptable to all parties. The agreed upon scope would need to bring project cost down substantially, and may possibly require a phase-by-phase approach to construction.

The Melching Field Stadium Improvements is a cooperative endeavor between Stetson University and the City of DeLand. To that end, multiple members of each organization were selected to serve on the selection committee for the overall design build team selection process. Those individuals (Selection Committee) are listed below:

- Steve Trimper (Stetson University)
- Jeff Altier (Stetson University)
- Robert Apgar (Mayor, City of Deland)
- Rick Hall (City of Deland)
- Chad Gamble (City of Deland)
- Brad Keith (City of DeLand)
- Keith Riger (City of Deland)

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Community, History, Citizens – Current Asset Protection and maintenance, Facilities and Infrastructure.

SUSTAINABILITY:

Energy Efficient Buildings and Infrastructure.

FISCAL IMPACT:

Entering into negotiations with Wharton-Smith, Inc has no immediate fiscal impact. the execution of a contract to Wharton-Smith, Inc will only be made at such a time that the total project cost and project scope are modified to fit within the City's and Stetson's budget and vision for this project.

RECOMMENDATION:

Staff recommends that the City Commission approve the staff recommendation of award of the Melching Field design build project to Wharton-Smith, Inc. If approved, staff will meet to discuss value engineering opportunities that must take place to reduce costs to bring this portion of the project within the available budget. If that process is successful, a contract will be brought before the commission for approval.

BACKGROUND/DISCUSSION:

Pursuant to Florida State Statutes §287.055(9), that outlines the design-build criteria and selection process, and the policies and procedures of the City of DeLand, staff advertised Request for Qualifications 2202. The objective of this RFQ was to identify and seek competitive qualifications from qualified Design-Build Teams to provide services to design, permit and construct improvements to Melching Field in accordance with the supplied design criteria package and design book.

The city received four submittals in response to the RFQ on or before the deadline of 3:00 p.m., Tuesday, February 15, 2022. The four teams that submitted responses are:

- Scorpio Corporation
- Coleman Goodemote Construction Company, Inc.
- Wharton – Smith, Inc.
- BCC Construction, LLC

BCC Construction LLC, and Coleman Goodemote Construction Company withdrew from the project altogether and forfeited their ability to submit a proposal after being issued the RFP. Scorpio chose not to submit a proposal on the due date, leaving Wharton-Smith, Inc as the sole submitter and therefore, top ranked firm.

PRICE PROPOSAL FORM Melching Field Stadium Improvements

This Price Proposal is submitted to:
The City of DeLand

- 1.0 The undersigned Bidder proposes and agrees, if this Price Proposal is accepted, to enter into an Agreement with Owner in the form included in the Design Criteria Package for the Contract Price and within the Contract time indicated in this Price Proposal Form and in accordance with the Design Criteria Package.
- 2.0 Bidder accepts all of the terms and conditions of the Design Criteria Package, including without limitation those dealing with the Disposition of Bid Security. This Bid will remain open for forty five days after the day of Price Proposal Opening. Bidder will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within ten days after the date of Owner's Notice of Award.
- 3.0 In submitting this Price Proposal, Bidder represents, as more fully set forth in the Agreement, that:

- (a) Bidder has examined copies of all the Design Criteria Package documentation and the following addenda:

Date	Addendum Number
<u>March 18, 2022</u>	<u>One</u>
<u>March 25, 2022</u>	<u>Two</u>
<u>April 15, 2022</u>	<u>Three</u>
<u>April 22, 2022</u>	<u>Four</u>
<u>April 28, 2022</u>	<u>Five</u>

- (b) Bidder has personally obtained sufficient information related to the site and locality where the Work is to be performed, examined the legal requirements (Federal, state, and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary;
- (c) This Price Proposal is genuine and not made in the interest of or on the behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induces or solicited any other Bidder to submit a false or sham Bid; bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner, and
- 4.0 The Bidder, in submitting this bid, agrees to substantially complete the Work within (235) consecutive calendar days after date of Notice to Proceed, and acknowledges provisions of the Agreement as to Liquidated Damages and agrees to perform the Work for the:

5.0 Price Proposal

5.0.1 Base Bid - All work to design and construct Melching Field Stadium Improvements as shown and described herein.

Ten million, four hundred thousand _____ Dollars
(Words)

\$ 10,400,000 _____
(Figures)

5.0.2 Deductive Alternate No. 1 Waive Liquidated Damages
Please see attached Assumptions & Clarifications, Item No. 2 for description

One Million, two hundred seventy-five thousand _____ Dollars (deduct)
(Words)

\$ (1,275,000) _____ (deduct)
(Figures)

5.0.3 Deductive Alternate No. 2

N/A _____ Dollars (deduct)
(Words)

\$ N/A _____ (deduct)
(Figures)

6.0 The City of DeLand is exempt from Federal and State Sales Tax. (This does not apply to any purchases or costs incurred by the Design/Builder or his Sub- contractors for this Project).

Bidder accepts the provisions of the Agreement as to Liquidated Damages in the event of failure to complete the Work on time.

7.0 The following documents are attached to and made a condition of the Price Proposal:

- 7.1 Required Bid Security in the form of a Bid Bond.
- 7.2 Contractor's statement of cost to comply with OSHA and State of Florida Trench Safety Requirements.
- 7.3 Identical Tie Bids Drug-Free Workplace Certification.
- 7.4 Certificates of Insurance (provided by construction entity and design entity)

8.0 Communications concerning this Bid shall be addressed to the address of Bidder indicated below.

Address: _____ 750 Monroe Road _____

City, State, Zip _____ Sanford, FL 32771 _____

Phone and Email (407) 321-8410, rbundy@whartonsmith.com

9.0 The terms used in this Bid have meanings assigned to them in the Technical/Design and Price Proposal Requirements included as a part of the Design Criteria.

10.0 If Bidder is:

An Individual

By N/A
(Individual's Name)
N/A
(Authorized Signature)

Doing business as N/A

Business Address:
N/A
N/A

Telephone Number: N/A Telefax Number: N/A

A Partnership

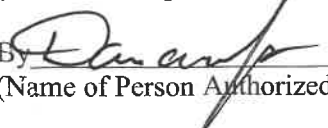
By N/A
(Firm Name)
N/A
Signature of General Partner(s)

Business Address: N/A
N/A

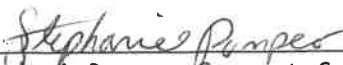
Telephone Number: N/A Telefax Number: N/A

A Corporation

By Wharton-Smith, Inc.
(Corporation Name)
Florida
(State of Incorporation)

By  Darin A. Crafton, COO - Commercial
(Name of Person Authorized to Sign)

Darin A. Crafton, COO - Commercial
(Title)

Attest:  ³
Stephanie Pompeo, Corporate Secretary

Business Address: 750 Monroe Road
Sanford, FL 32771

Telephone Number: (407) 321-8410 Telefax Number: N/A

Joint Venture

By N/A
(Name)

N/A
(Address)

By N/A
(Authorized Signature)

N/A
(Address)

Telephone Number: N/A Telefax Number: N/A

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a part of the joint venture should be in the manner indicated above.)

6.0 Submitted on May 3, 20 22

City of Deland
Melching Field Stadium Improvements
Assumptions & Clarifications

1.0 General

1. Document dated December 14, 2021, describes a visual examination of the stadium by CPH and recommends several repairs. Our proposal excludes all work mentioned in this report unless it is shown in the plans/specifications/narrative.
2. Original Design Criteria Part 3.3 Time and Liquidated Damages indicates liquidated damages (L.D.'s) of \$500/day for the first thirty days after substantial completion and \$750/day for each day after that; and original Price Proposal Form Part 4.0 indicated work was to be completed within 235 days after Notice To Proceed. Addendum #1 revised Design Criteria Part 3.3.3 indicates L.D.'s of \$6,000/day for each day after substantial completion date of February 12, 2023, and \$500/day for each day after final completion date of February 28, 2023. Our proposal (based on the following schedule) is based on pausing construction to allow for the 2023 baseball season, and will resume after the season is finished. This will result in 8 months of liquidated damages at a cost of \$1,275,000. Our bid form includes a deductive alternate of \$1,275,000 if the liquidated damages may be waived.
 - a. NTP: June 20, 2022
 - b. Mobilize: October 3, 2022
 - c. Pause construction for start of baseball season: February 10, 2023
 - d. Resume construction at end of baseball season: July 1, 2023
 - e. Substantial Completion: September 8, 2023
 - f. Final Completion: October 8, 2023
3. No hazardous materials survey has been provided. All hazardous material handling/disposal is excluded.
4. No work is included to correct any existing drainage issues at the grandstand.
5. Our proposal is based on the Owner re-locating all furniture/equipment for the renovation work.

8.0 Doors, Frames & Hardware

1. Our proposal includes replacing all existing door hardware with new hardware per Door Schedule direction of "Replace existing door hardware." Doors listed as "Existing to remain" receive no work other than paint.

9.0 Finishes

1. We have included painting all existing hollow metal doors and door frames. We exclude finishes on existing wood doors to remain.

10.0 Specialties

1. Fire extinguishers and cabinets are excluded.
2. We have included room signage at each room.

City of Deland
Melching Field Stadium Improvements
Assumptions & Clarifications

15.0 Fire Sprinkler

1. Fire pump, Jockey pumps, and stand pipes are excluded.

15.1 Plumbing

1. Repair or replacement of existing plumbing valves and/or fixtures to remain is excluded.
2. All site plumbing is excluded.
3. Included are two water heaters with a 150-gallon capacity.
4. All plumbing fixtures included are as specified. If alternate fixtures are acceptable, there would be a savings of \$40,000.00.

15.2 Mechanical

1. All work associated with existing HVAC system items to remain is excluded.
2. Warranty and/or repair of existing HVAC equipment and systems are excluded.
3. Building automation systems or connecting to existing automation system is excluded,
4. All relocation/ protection of owner's property as required for this scope of work is by others.
5. All areas of this scope of work will be unoccupied allowing normal workflow during normal business hours.

16.0 Electrical

1. Our proposal includes replacing/re-installing existing fire alarm devices as required for the renovation.
2. Lightning protection is excluded.
3. Fire pump and jockey pump controllers, control devices or control wiring are excluded.
4. Data-Comm to be by others. Extensions or upgrades are excluded.
5. Re-lamping or replacement of damaged fixtures that are to remain are excluded.

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

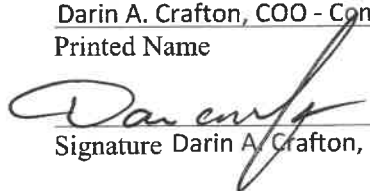
NOTICE TO BIDDERS:

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

<u>TRENCH SAFETY MEASURE</u>	<u>UNITS OF MEASURE</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
Trench box	LF	100	50	5000

TOTAL \$ 5000

Darin A. Crafton, COO - Commercial
Printed Name


Signature Darin A. Crafton, COO - Commercial

Wharton-Smith, Inc.
Bidder Name

May 3, 2022
Date

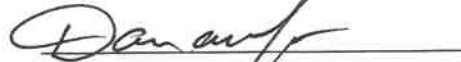
DRUG-FREE WORKPLACE FORM

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

Wharton-Smith, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Bidder's Signature
Darin A. Crafton, COO - Commercial

May 3, 2022

Date



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Wharton-Smith, Inc.
750 Monroe Road
Sanford, FL 32771

SURETY:

(Name, legal status and principal place of business)
Western Surety Company
151 N. Franklin Street, Chicago, IL 60606
and
Munich Reinsurance America, Inc.
555 College Road East, Princeton, NJ 08543

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

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

OWNER:

(Name, legal status and address)
City of Deland
120 South Florida Ave
Deland, FL 32720

BOND AMOUNT: * FIVE PERCENT (5%) OF THE BID *****

PROJECT:

(Name, location or address, and Project number, if any)
Melching Field Stadium Improvements

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

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

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

Signed and sealed this 3rd day of May, 2022

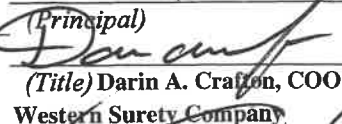

(Witness)

Munich Reinsurance America, Inc.


(Witness) David K. Bauman, Attorney-in-Fact

Wharton-Smith, Inc.

(Principal)


(Title) Darin A. Crafton, COO - Commercial
Western Surety Company

(Surety)


(Title) April L. Lively, Attorney-in-Fact &
Licensed Resident Agent State of Florida

Guignard Company/Inquiries (407) 834-0022

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

Init.

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091110

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Bryce R Guignard, M Gary Francis, April L Lively, Paul J Ciambriello, Jennifer L Hindley, Margie L Morris, Allyson Foss Wing, Deborah Ann Defoe, Christine A Morton, Kelly Phelan, David R Turcios, Individually

of Longwood, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of March, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 22nd day of March, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of May, 2022.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Munich Reinsurance America, Inc. (formerly American Re-Insurance Company), a corporation of the State of Delaware, with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Paul Kehrlinger; Andrea Warning; David K. Bauman

its true and lawful Attorney-in-Fact, at Chicago in the State of Illinois of him/her alone to have full power to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of

twenty five million Dollars (\$ 25,000,000.00) Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

This power of Attorney shall expire and all authority hereunder shall terminate without notice at midnight (Standard Time where said Attorney(s)-in Fact is authorized to act of August 31, 2022.

In Witness Whereof, Munich Reinsurance America, Inc. (formerly American Re-Insurance Company) has caused these presents to be signed by its President or one of its Vice Presidents hereunto duly authorized, and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries, this twenty seventh day of July, 2020, at Princeton, N.J.

(Corporate Seal)
DELAWARE
1917
Attest: Ignacio Rivera, Assistant Secretary

Munich Reinsurance America, Inc.

By: Sarina Puccio
Sarina Puccio, Senior Vice President

STATE OF NEW JERSEY
COUNTY OF MIDDLESEX

ss.:

On the twenty seventh day of July, 2020, before me personally came Sarina Puccio to me known, who being by me duly sworn did depose and say that he/she resides in Princeton, New Jersey

that he/she is a Vice-President of Munich Reinsurance America, Inc. (formerly American Re-Insurance Company), the corporation described in and which executed the above instrument, that he/she knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he/she signed his/her name thereto by like order.

(Notarial Seal)
WILLIAM S. HAGUE
PUBLIC
STATE OF NEW JERSEY
COUNTY OF MIDDLESEX

CERTIFICATE

Jillian S. Hague
JILLIAN S. HAGUE
Notary Public of New Jersey

ss.:

The undersigned Ignacio Rivera hereby certifies:

1. That the undersigned is Secretary or Assistant Secretary of Munich Reinsurance America, Inc. (formerly American Re-Insurance Company), a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 27, 1975, and has not since been revoked, amended or modified.
"RESOLVED that each of the following officers of this Company, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be and he/she hereby is, authorized, from time to time in his/her discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by him/her necessary or desirable for the purpose of carrying on this Company's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Company's name and on its behalf, and under its seal or otherwise, bonds, obligations and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, reinsurance treaties, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's insurance and reinsurance business, and renewals, extensions, agreements, waivers, consents or stipulations renewing, extending, amending, supplementing, reinstating, or cancelling contracts or undertaking so made, or approving or consenting to the modification, alteration or assignment of agreements or specifications referred to in contracts or undertakings so made."
4. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Executive Committee of the Board of Directors of said Corporation duly held the first day of October, 1970, and has not since been revoked, amended or modified:
"Resolved, that the signature of any authorized officer of the Company and the Company seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 3rd day of May, 2022

(Corporate Seal)
DELAWARE
1917
MUNICH REINSURANCE AMERICA, INC.

Ignacio Rivera, Assistant Secretary

CNA-3395-22

Will be provided upon contract award.

PERFORMANCE BOND FORM

Project Name: «Project_Name»

Project Number: «Project_Number»

BY THIS BOND, We _____, as Principal, hereinafter called Design-Build Firm, located at _____, with a phone number of _____, and _____, as Surety, located at _____, with a phone number of _____, under the assigned Bond Number _____, are bound to The City of DeLand, Florida, as Obligee, hereinafter called City, located at _____, with a phone number of _____, in the amount of _____ Dollars (\$_____) for the payment whereof Design-Build Firm and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Design-Build Firm has by written agreement dated the _____ day of _____, 20____, entered into a Contract, Bid/Contract No. _____, with City, the terms of which contract (including the Contract Documents, as those are defined in the contract) are incorporated by reference herein and made a part hereof as the "Contract," which includes any and all provisions for liquidated damages, and other damages identified.

THE CONDITION OF THIS BOND is that if Design-Build Firm:

- 1) Performs the Contract between Design-Build Firm and City for construction of _____, in the time and manner prescribed in the Contract; and
- 2) Pays City all losses, liquidated damages, expenses, costs and attorneys' fees including appellate proceedings, that City sustains as a result of default by Design-Build Firm under the Contract; and
- 3) Performs the guaranties of all Work (as defined in the Contract) and materials furnished under the Contract for the time specified in the Contract, then THIS BOND IS VOID; OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Design-Build Firm shall be, and is declared by City to be, in default under the Contract, with City having performed its obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- a) Complete the required performance in accordance with the terms and conditions of the Contract Documents; or
- b) Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract Documents, and upon determination by Surety of the lowest responsible Bidder, or, if City elects, upon determination by City and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and City on the same terms and conditions as the Contract Documents unless otherwise agreed by City, and shall make available as Work progresses sufficient funds to pay the cost of completion of the Work required by the

Will be provided upon contract award.

Contract in an amount less but not exceeding the balance of the Contract Price , which amount shall include other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by City to Design-Build Firm under the Contract and any amendments thereto, less the amount properly paid by City to Design-Build Firm.

No right of action shall accrue on this bond to or for the use of any person or corporation other than The City of DeLand named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20__.

ATTEST:

DESIGN-BUILD FIRM

Corporate Secretary or other
person authorized to attest

By: _____
Authorized Signor

Print Name

Print Name and Title

_____ day of _____, 20__

(CORPORATE SEAL OR NOTARY)

IN THE PRESENCE OF:

SURETY:

Signature

By _____
Agent and Attorney-in-Fact

(Print Name)

(Print/Type Name)

Signature

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

Will be provided upon contract award.

PAYMENT BOND FORM

Project Name: «Project_Name»

Project Number: «Project_Number»

KNOW ALL BY THESE PRESENTS:

That we _____, as Principal (hereinafter called "Design-Build Firm"), located at _____, with a phone number of _____, and _____, as Surety, located at _____, with a phone number of _____, under the assigned Bond Number _____ and pursuant to Section 255.05, *Florida Statutes*, are bound to The City of DeLand, Florida (hereinafter "City"), as Obligee, located at _____, with a phone number of _____, in the amount of _____ Dollars (\$_____) for the payment whereof Design-Build Firm and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Design-Build Firm has by written agreement dated the _____ of _____, 20__, entered into a Contract, Bid/Contract No. _____, with City for construction of _____ located at _____, the terms of which contract (including the Contract Documents, as those are defined in the contract) are incorporated by reference herein and made a part hereof as the "Contract."

THE CONDITION OF THIS BOND is that if Design-Build Firm:

1. Pays City all losses, damages, expenses, costs and attorneys' fees including appellate proceedings, that City sustains because of default by Design-Build Firm under the Contract; and
2. Promptly makes payments to all claimants as defined by Section 255.05(1), *Florida Statutes*, for all labor, materials and supplies used directly or indirectly by Design-Build Firm in the performance of the Contract;

THEN DESIGN-BUILD FIRM'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

A. A claimant, except a laborer, who is not in privity with Design-Build Firm and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work (as defined in the Contract), furnish to Design-Build Firm a notice that he or she intends to look to the bond for protection.

B. A claimant who is not in privity with Design-Build Firm and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to Design-Build Firm

Will be provided upon contract award.

and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

C. No action for the labor, materials, or supplies may be instituted against Design-Build Firm or the Surety unless the notices stated under the preceding conditions (A) and/or (B), as applicable, have been given.

D. Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Sections 255.05(2) and 255.05(10), *Florida Statutes*.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect the Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20__.

ATTEST:

CONTRACTOR

Corporate Secretary or other
person authorized to attest

By: _____
Authorized Signor

Print Name

Print Name and Title

_____ day of _____, 20__

(CORPORATE SEAL OR NOTARY)

IN THE PRESENCE OF:

SURETY:

Signature

By _____
Agent and Attorney-in-Fact

(Print Name)

(Print/Type Name)

Signature

Address: _____ (Street)

Will be provided upon contract award.

(Print Name)

(City/State/Zip Code) |

Telephone No.:

CORPORATE RESOLUTION

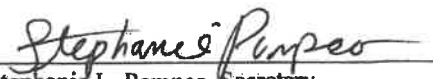
I, the undersigned Secretary of Wharton Smith, Inc., a corporation organized and existing under the laws of the State of Florida, do hereby certify that a meeting of the Board of Directors of said corporation, duly held on July 1, 2020 a quorum being present, the following resolution was adopted and entered upon the regular minute book of said corporation, is in accordance with the by-laws and is now in full force and effect to-wit:

The current list of qualifiers to act for the business organization in all matters connected with its contracting business has now been amended to read:

Ronald F. Davoli
George E. Smith
Timothy S. Smith
Stephanie L. Pompeo
Patrick J. Hewitt
Kenneth E. Marcell III
Darin A. Crafton
Todd H. O'Donnell
Gregory L. Williams
Mark H. McDaniel
Thomas D. Iarossi
Andre P. Boagni

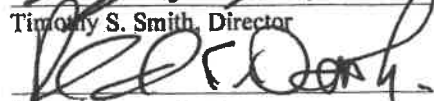
I HEREBY certify that the foregoing is a true and exact copy of the resolution adopted by the Board of Directors of this Corporation and that such resolution has not been amended, modified, or revoked and is still in force and effect.

Signed and sealed this 1st day of July 2020.
(Seal of Corporation)


Stephanie L. Pompeo, Secretary


George E. Smith, Director


Timothy S. Smith, Director


Ronald F. Davoli, Director





Ron DeSantis, Governor

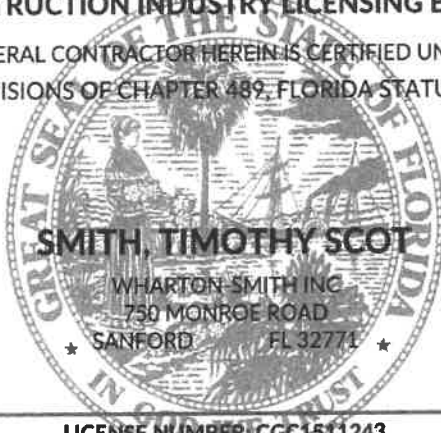
Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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



SMITH, TIMOTHY SCOT
WHARTON-SMITH INC
750 MONROE ROAD
★ SANFORD FL 32771 ★

LICENSE NUMBER: CGC1511243

EXPIRATION DATE: AUGUST 31, 2022

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SEMINOLE COUNTY BUSINESS TAX RECEIPT
PO BOX 630, SANFORD, FL 32772 • 407-665-1000
WWW.SEMINOLECOUNTY.TAX

VALID THROUGH 09/30/22

WHARTON-SMITH INC
750 MONROE RD
SANFORD, FL 32771

GEORGE E SMITH (OFFICER)
TIMOTHY SMITH (OFFICER)

Account #:022717

REGULATED
License # - CGC1511243 / CFC1427566
Qualifier- TIMOTHY S SMITH

Receipt #: WEB#2021081024003

Amount Paid: \$ 45.00

Date Paid: 08/10/2021



Ron DeSantis, Governor
Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
 THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
 PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HEWITT, PATRICK JOHN
 WHARTON-SMITH, INC.
 750 MONROE ROAD
 SANFORD, FL 32771

LICENSE NUMBER: CGC065975
EXPIRATION DATE: AUGUST 31, 2022
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Ron DeSantis, Governor
Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
 THE UNDERGROUND UTILITY & EXCAVATION CONTRACTOR IS CERTIFIED UNDER THE
 PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DAVOLI, RONALD FRANK
 WHARTON-SMITH, INC.
 750 MONROE ROAD
 SANFORD, FL 32771

LICENSE NUMBER: CUC066506
EXPIRATION DATE: AUGUST 31, 2022
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Ron DeSantis, Governor
Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
 THE MECHANICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
 PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HEWITT, PATRICK JOHN
 WHARTON-SMITH, INC.
 2800 CHILDESWAY TRAIL
 MAITLAND, FL 32751

LICENSE NUMBER: CMCL249482
EXPIRATION DATE: AUGUST 31, 2022
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Ron DeSantis, Governor
Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
 THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
 PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SMITH, TIMOTHY SCOT
 WHARTON-SMITH, INC.
 750 MONROE ROAD
 SANFORD, FL 32771

LICENSE NUMBER: CFC1427566
EXPIRATION DATE: AUGUST 31, 2022
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Ron DeSantis, Governor
Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
 THE POLLUTANT STORAGE SYSTEMS CONTRACTOR HEREIN IS CERTIFIED UNDER THE
 PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SMITH, TIMOTHY SCOT
 WHARTON-SMITH, INC.
 750 MONROE ROAD
 SANFORD, FL 32771

LICENSE NUMBER: PCC1256921
EXPIRATION DATE: AUGUST 31, 2022
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Ron DeSantis, Governor

STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
 THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE
 PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

WHARTON-SMITH, INC.
 PO BOX 471028
 LAKE MONROE, FL 32747-1028

LICENSE NUMBER: CA1813
EXPIRATION DATE: FEBRUARY 28, 2021
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State of Florida Department of State

I certify from the records of this office that WHARTON-SMITH, INC. is a corporation organized under the laws of the State of Florida, filed on April 3, 1984, effective April 2, 1984.

The document number of this corporation is G94383.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 4, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourth day of January, 2022*




Secretary of State

Tracking Number: 7328199655CC

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

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



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

WHARTON-SMITH, INC.

Filing Information

Document Number	G94383
FEI/EIN Number	59-2392802
Date Filed	04/03/1984
Effective Date	04/02/1984
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	04/12/2022
Event Effective Date	NONE

Principal Address

750 MONROE RD
SANFORD, FL 32771

Changed: 04/25/2006

Mailing Address

750 Monroe Road
Sanford, FL 32771

Changed: 01/02/2020

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 10/07/2019

Address Changed: 10/07/2019

Officer/Director Detail

Name & Address

Title CD

SMITH, GEORGE E

750 MONROE RD
SANFORD, FL 32771

Title P. AS, D

SMITH, TIMOTHY S
750 MONROE RD
SANFORD, FL 32771

Title CEO, T

DAVOLI, RONALD F
750 MONROE RD
SANFORD, FL 32771

Title Dir. of Operations

Marcell , Kenneth E, III
750 MONROE RD
SANFORD, FL 32771

Title COO

HEWITT, PATRICK J
750 MONROE RD
SANFORD, FL 32771

Title COO

CRAFTON, DARIN A
750 MONROE ROAD
Sanford, FL 32771

Title Dir. of Business Development

O'Donnell, Todd H
750 MONROE RD
SANFORD, FL 32771

Title Dir. of Operations

Williams, Gregory L
750 MONROE RD
SANFORD, FL 32771

Title Director of Operations

Iarossi, Thomas D
750 MONROE RD
SANFORD, FL 32771

Title Director of Operations

McDaniel, Mark
750 Monroe Road
Sanford, FL 32771

Title VPS

POMPEO, STEPHANIE
750 MONROE RD
SANFORD, FL 32771

Title Director

BOAGNI, ANDRE
750 MONROE RD
SANFORD, FL 32771

Annual Reports

Report Year	Filed Date
2021	01/06/2021
2021	07/06/2021
2022	01/04/2022

Document Images

01/04/2022 -- ANNUAL REPORT	View image in PDF format
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01/10/2014 -- ANNUAL REPORT	View image in PDF format
04/12/2013 -- AMENDED ANNUAL REPORT	View image in PDF format

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01/05/2011 -- ANNUAL REPORT	View image in PDF format
07/08/2010 -- Amendment	View image in PDF format
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04/22/1999 -- ANNUAL REPORT	View image in PDF format
05/13/1998 -- ANNUAL REPORT	View image in PDF format
05/16/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1996 -- ANNUAL REPORT	View image in PDF format
04/07/1995 -- ANNUAL REPORT	View image in PDF format

CITY OF DELAND
Request for Commission Action
May 16, 2022

SUBJECT: Consideration re Public Service Department Complex Improvements Contract, 2022
– CMAR Pre-Construction Services with Wharton-Smith, Inc.

DEPARTMENT: Engineering

PREPARED BY: Chad Gamble, Public Services Director

ATTACHMENTS: CMAR Design Phase Contract Final

APPROVED BY: Michael Pleus, City Manager, May 12, 2022

SUMMARY/HIGHLIGHT:

The City issued RFP-22-02 and on March 17, 2022 received proposals for Construction Management Services – 2022 Public Service Department (PSD) Campus Improvements. This request for proposal was seeking a construction management at risk (CMAR) procurement project delivery method to coordinate over \$45 million in campus improvements set to begin this year and run for the next three years.

On April 18, 2022 the Commission approved the recommendation of Wharton-Smith (WS) as the highest ranked respondent of the RFP. Subsequent to the approval the City and WS have been working to finalize the contract language and pricing for pre-construction services for the PSD campus improvements. We have successfully produced a contract that is acceptable to both parties and agreed to a price for services that are outlined in the attached document. The total pre-construction services cost is \$364,450.00. The structure of the attached contract will allow the City to move forward, after the design is complete, with either the Utility Administration Building or the Water Reclamation Facility improvements or both depending on the palatability of market fluctuations and changes that may take either project outside of the current funding limits.

Funds are budgeted and available in the utility fund for the aforementioned costs that will be provided under the contract for CMAR-preconstruction services.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Increase investment in infrastructure, High Value Government.

SUSTAINABILITY:

Energy efficient buildings and infrastructure, natural resource protection and optimization.

FISCAL IMPACT:

The cost for Construction Management/General Contracting Services of \$364,450.00 is included in the project budget for FY 21/22.

RECOMMENDATION:

Staff recommends that the City Commission approve the contract for Construction Management/General Contracting Services for Pre-Construction Phase Services for Utility Administration Building and Water Reclamation Plant Expansion at a cost of \$364,450.00.

BACKGROUND/DISCUSSION:

The Public Service Department (PSD) is set to begin one of the most challenging years to manage the procurement of the largest construction projects in the last 50 years. The \$35 million Water Reclamation Plant Expansion Project (EP) and the \$10 Million Utilities Administration Building (UAB) are both set to begin construction in the next few months to 1 year. With the high probability of overlapping construction schedules, limited construction support space at the PSD campus, supply chain challenges, and labor challenges looming, it places additional pressures and coordination on the construction crews and operational staff working on the same campus.

We continually look to streamline the procurement process and leverage the very best contractors with the most cost-effective high-quality final product that we can. Being the stewards of the Utility fund, we decided to combine the EP and the UAB projects together under one master contract. This contract will be a combined construction management at risk project (CMAR) using the utility construction division and commercial construction division of a construction management company.

The joining of these two impactful, important and transformational projects provides many positive opportunities. Some of these are; the utilization of sub-contractors to perform work on both projects (electrical, flat work, skill trades), the sharing of equipment and labor, the unified orchestration of space management at the PSD campus, significant reduction of the overall construction timelines, eliminate the duplication of bond, insurance, mobilization, and mobile office costs etc. The elimination of these duplicative costs would save upward of 5%+/- of the \$45 Million combined project cost.

The CMAR process is a construction delivery method that has been around and generally used for commercial build projects consistently for 20+ years. Over the past 10 years this procurement process has also seen predominate use in the delivery of utility/waste/reclaim facilities. Additional benefits of the CMAR process is that the construction costs are calculated at 30%, 60% and 90% of design. Thus, allowing a calibration to project scope and budget before design is finalized. This is especially critical now noting the massive fluctuations in construction costs and material availability. The CMAR process also avails the purchase of critical equipment and early performance of long lead construction items ahead of the final design of the overall construction package.

Once selected the successful CMAR contractor typically breaks up their services into two separate contracts; pre-construction services and construction services with a guaranteed maximum price (GMP). The pre-construction services acts as a constant value engineering process as well allows for changes to be made in the design that are related to material availability that will be very pertinent during the construction of the UAB.

**CONTRACT FOR CONSTRUCTION MANAGEMENT/GENERAL
CONTRACTING SERVICES FOR PRE-CONSTRUCTION PHASE
SERVICES FOR UTILITY ADMINISTRATION BUILDING AND
WATER RECLAMATION PLANT EXPANSION**

Between

THE CITY OF DELAND

AND

WHARTON-SMITH, INC.

Contract No. _____
RFP-22-02

CONTRACT FOR CONSTRUCTION MANAGEMENT/GENERAL CONTRACTING SERVICES

PRECONSTRUCTION PHASE SERVICES

This Contract for Construction Management/General Contracting Services for Preconstruction Phase Services for the Utility Administration Building and Water Reclamation Plant Expansion on the City of DeLand Public Services Department Campus (hereinafter the "Contract"), by and between the City of DeLand, Florida, a Florida municipal corporation, whose address is City of Volusia, 120 South Florida Avenue, DeLand, Florida 32720 (hereinafter the "City") and Wharton-Smith, Inc., 750 Monroe Road, Sanford, FL 32771 (hereinafter the "Construction Manager/General Contractor or "CM/GC").

RECITALS

WHEREAS, the City intends to design and construct two separate projects - a utility administration building with related site improvements and an expansion of and improvements to its wastewater treatment facility, all located on the City of DeLand Public Services Department Campus. The City desires for the CM/GC to design the two projects so that they can be constructed either independently of one another or together as one construction project, thereby giving the City the option to construct both projects or just one project at a time. The City intends to construct the projects via the Construction Manager/General Contractor (CM/GC) procurement process. Therefore, the selected CM/GC will be required to work cooperatively with the Engineering Consultants (Consultants) throughout design and ultimately construction, in accordance with the Design Criteria Packages prepared by the firms of Mead & Hunt, Inc., and Shenkel Shultz, Inc. (hereinafter the "Architect/Engineer" or "A/E"). The work described in this paragraph is hereinafter collectively referred to as the "Project"; and

WHEREAS, the City desires the services of the CM/GC to provide expert estimating and pricing, technical evaluation and other advisory services during the preconstruction phase of the Project, as stipulated herein; and

WHEREAS, it has been determined that the execution of this Contract is beneficial to the people of the City of DeLand and the ratepayers of the City's utility system.

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

ARTICLE 1

GENERAL DEFINITIONS

1.0 For this Contract and any incorporated exhibits, certain terms, phrases, words and their respective derivations shall have the meaning set forth and defined therein and shall be applicable in both. Definition of terms in the Contract shall first be governed by this Contract and second by the incorporated Scope of Services/Work (Exhibit A). In the event of any conflict among the foregoing, the conflict shall be resolved in the order of priority set forth in the preceding sentence. If there is no applicable definition as described above, the terms, phrases, and words, and their respective derivations when used in this Contract and the Scope of Service, shall have the meanings ascribed to them in Merriam-Webster's Collegiate Dictionary (Merriam-Webster, Inc., 11th ed., 2020, or any subsequent edition).

1.1 ACCEPTANCE, FINAL ACCEPTANCE

A formal action by the City of accepting the Work as being complete after certification by

the City Representative or his designee of final completion.

1.2 ADDENDUM

A written explanation, interpretation, change, correction, addition, deletion, or modification of equal dignity herewith affecting the Contract Documents including drawing and specifications prepared by the CM/GC, approved and issued by the City and/or distributed to third parties

1.3 AFFIDAVIT

The instrument which is to be signed by the Contractor or CM/GC and submitted to the City upon the City's request through the Project Manager, upon completion of the Work, showing that all bills have been paid. It shall also mean such instrument that may be requested by the City incidental to partial payments.

1.4 AGENCY

The State, a State agency, a municipality, a political subdivision, a school district, or a school board. The term "agency" does not extend to a nongovernmental developer that contributes public facilities to a political subdivision under Florida Statutes §380.06 or 163.3220-163.3243.

1.5 AMENDMENT

An amendment to this Contract in writing by the City, approved by the Public Services Director, and signed by the City of equal dignity herewith authorizing an addition, deletion, or revision in the Scope of Work, adjustment in the Contract Price or the time for completion that is issued after execution of this Contract.

1.6 APPLICATION FOR PROGRESS PAYMENT

The current estimate form furnished and certified by the CM/GC, Construction Manager, or General Contractor which is to be used by the foregoing in requesting progress payments for work performed in the Project.

1.7 CALENDAR DAY

Any day, including Saturdays, Sundays, and holidays regardless of weather conditions.

1.8 CHANGE ORDER

A written order to the CM/GC signed by the City or its designated representative(s) as specified in the Contract Documents authorizing an addition, deletion, or revision in the work, or an adjustment in the contract price or time.

1.9 COMPENSATION

The amount paid by the City to CM/GC for professional services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated which includes the total monies payable to the CM/GC under this Contract which includes all services, labor, materials,

supplies, travel, training, profit, overhead, costs, expenses, and any other costs necessary to complete the Scope of Work.

1.10 COMPLETION DATE

The date that the City or its designated representative approves and accepts all Work or Services for a Scope of Work or this Contract.

1.11 CONSENT OF SURETY OF FINAL PAYMENT

A document from the CM/GC's surety indicating that said surety has either made a careful examination of the books and records of the CM/GC, or received the CM/GC's affidavit, which satisfies the surety that all claims for labor and materials have been satisfactorily settled, and therefore approve final payment to the CM/GC.

1.12 CONSTRUCTION

All labor, services, and materials provided in connection with the alteration, repair, demolition, construction, reconstruction, or any other improvements to real property.

1.13 CONSTRUCTION MANAGER/GENERAL CONTRACTOR

These terms shall be synonymous with "Construction Manager" and/or "General Contractor" and "CM/GC." The CM/GC is the entity identified as such throughout this Contract and is referred to as if singular in number and neutral in gender. The term "CM/GC" means the CM/GC or his representative

1.14 CONSULTANT

The professional engineering firm of Mead & Hunt, Inc. and architectural firm of Shenkel Shultz, Inc. Also referred to herein as the A/E.

1.15 CONTRACT

This binding agreement between the City and CM/GC, with binding legal force, covering the work to be performed in exchange for money.

1.16 CONTRACT ADMINISTRATOR

The City's Public Services Director or his designee responsible for addressing any concerns within this Contract.

1.17 CONTRACT BONDS

The securities (Performance and Payment Bonds) furnished by the CM/GC and the surety as a guarantee that the CM/GC will fulfill the terms of the contract in accordance with the specifications, drawings and other contract documents.

1.18 CONTRACT DOCUMENTS

The contract documents comprise the entire contract and its attached exhibits and addenda between the City and the CM/GC that are attached to this contract, are made part of this contract, and includes, but are not limited to, the following:

- (1) This Contract ("Basic Contract");
- (2) Exhibits;
- (3) Any valid modifications or Amendments to this Contract issued after its execution of this Contract, and any Amendments to the foregoing;
- (5) Certificates of insurance;
- (6) Notice of Award and/or Notice to Proceed;
- (7) The conditions of this Contract (general, special, supplementary, and other);
- (8) Drawings;
- (9) Project specifications;
- (10) Written interpretations;
- (11) Change orders;
- (12) Project manuals; and
- (13) Addenda (including RSQs, RFPs and Consultant's responses to RFPs) issued before the execution of this Contract.

1.19 CONTRACT PRICE

The total monies payable to the CM/GC under the contract documents for a project.

1.20 CONTRACT TIME

The number of consecutive days of the contract for the completion of the work.

1.21 CONTRACTOR

The person or entity qualified to perform work pursuant to Florida Statutes §489.105, under the Project and who is registered and licensed under the Florida Department of Business and Professional Regulation and in compliance with local laws or ordinances, other than a materialman or laborer, who enters into a contract with the City for improving real property in accordance with the Contract Documents.

1.22 CM/GC PROJECT MANAGER OR PROJECT MANAGER

The individual responsible for the day-to-day administration of the project for the CM/GC.

1.23 CM/GC'S RELEASE

A document wherein the CM/GC acknowledges receipt of full and final payment from the City in complete satisfaction of all the City's obligations under the contract and which releases and discharges City and the architect/engineer from all claims and demands arising from the work performed pursuant to the contract documents.

1.24 CITY

Shall mean the City of DeLand, Florida.

1.25 CITY PROJECT MANAGER OR PROJECT MANAGER

The City employee or authorized representative of the architect/engineer who is assigned to the Project and is responsible for the day-to-day administration of the Project for the City. The City may change the project manager at any time by providing notice to the CM/GC.

1.26 CITY REPRESENTATIVE

Also known as the Owner's representative who is the City Engineer or person designated by the City to review, approve and make decisions regarding the scope of work.

1.27 DAY

A calendar day of twenty-four hours measured from midnight to the next midnight.

1.28 DELIVERABLE

The result(s) or end products or services of a Project that meet the defined design or construction specifications, warranties, and functional parameters articulated in the Scope of Work for this Contract which, e.g., include but are not limited to: design drawings/specifications, structures, equipment, machinery, studies, reports, written documentation, training, systems or processes.

1.29 DIRECT LABOR COST

Represent those actual costs, exclusive of overhead and profit, reasonably and necessarily incurred and paid by the CM/GC in the construction performance phase services of this Contract, from the date of the Notice to Proceed until the completion of the Project, for payroll payments made to its employees working on the Project site, as described and defined in the Contract Documents.

1.30 DRAWINGS/PLANS

The official approved drawings or plans or exact reproductions thereof, which have been prepared and signed and sealed by an architect/engineer, which show the location, character, dimensions and details of the work to be done and which are considered as part of the Contract Documents.

1.31 EFFECTIVE DATE

The date that this Contract, Addendum, Amendment, Modification is fully executed by CM/GC and the City.

1.32 ENGINEER OF RECORD

The professional engineer or engineering firm contracted or employed by the City and registered in the State of Florida who develops criteria and concept for the work, performs the analysis and is responsible for the preparation of the plans and specifications. The engineer of record may be City in-house staff or a consultant retained by the City.

1.33 EQUIPMENT

The machinery and equipment, together with the necessary supplies for maintenance, including the tools and apparatus necessary for the proper construction and acceptable completion of the work.

1.34 FIELD ORDER

A written instrument issued by the City to the CM/GC, which clarifies or interprets the drawings and technical specifications, and/or orders minor variations in the work, as opposed to a change in the work, and which does not involve an adjustment in contract price or time.

1.35 FIRM

Any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.

1.36 FORCE ACCOUNT WORK

Work performed in addition to that set forth in the original contract or in supplemental contracts or change orders, and which is paid for on the basis of actual cost of materials and labor, plus a fixed percentage of such costs.

1.37 GUARANTEED MAXIMUM PRICE (GMP)

Guaranteed Maximum Price shall represent CM/GC's guaranteed offer to the City of the maximum price for which it will construct the Project as represented in the Design Documents, including a fee for CM/GC's services. There shall be two separate GMP's provided pursuant to this Contract: one to construct only the utility administration building improvements; and one to construct only the wastewater treatment plant expansion and improvements.

1.38 IMPROVEMENT

Any building, structure, construction, demolition, excavation, solid-waste removal, landscaping, or any part thereof existing, built, erected, placed, made, or done on land or other real property for its permanent benefit.

1.39 LABORER

Any person other than an architect, landscape architect, engineer, surveyor and mapper, and the like who, under properly authorized contract, personally performs on the site of the improvement labor or services for improving real property and does not furnish materials or labor service of others.

1.40 LUMP SUM

A pay item within the contract documents, which is paid without regard to quantities or unit of measure.

1.41 MATERIALMAN

Any person who furnishes materials under contract to the owner, CM/GC, Subcontractor, or Sub-subcontractor on the site of the improvement or for direct delivery to the site of the improvement or, for specially fabricated materials, off the site of the improvement for the particular improvement, and who performs no labor in the installation thereof.

1.42 MATERIALS

Any substance used in connection with the construction of any structure, facility, or appurtenance, or of other work under the contract.

1.43 MODIFICATON

A written amendment to the Contract Documents approved by the City and signed by the Contractor and the City or City's designated representative(s) (including the CM/GC and/or A/E) which includes but is not limited to, Addenda, Amendments, Change Orders or Field Orders.

1.44 NOTICE TO PROCEED (NTP)

The official letter from the City to the CM/GC establishing a date on which the Work will commence.

1.45 ORIGINAL EXPIRATION DATE

The date that this Contract was originally intended to expire excluding any extensions or renewals of this Contract for a time certain.

1.46 OWNERS

The owner is the City of DeLand for whom all Work or Services under the contract documents are performed by the CM/GC.

1.47 CONSTRUCTION PHASE CONTRACT (this term intentionally not listed in alphabetical order)

The fixed capital outlay for Construction Performance Phase Services for either or both the utility administration building improvements and the wastewater treatment plant expansion and improvements, which shall be performed in accordance with the Contract Documents.

1.48 PAYMENT BOND

A bond, which assures payments, as required by law, to all persons supplying labor or material for the completion of work under the contract.

1.49 PENAL SUM

The amount in which a bond is issued is called the “penal sum,” or the “penalty amount,” of the bond.

1.50 PERFORMANCE BOND

A bond given by a surety on behalf of the CM/GC to ensure the timely performance of the SOW of this Contract.

1.51 PERSON

The word “person” shall mean and includes any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or otherwise, and any combination of individuals or “persons.”

1.52 PRE-CONSTRUCTION CONFERENCE

The meeting of all the parties involved with the planning and execution of the construction of the project.

1.53 PRINCIPAL

When used in the bid bond, the word “principal” means the same as the word “bidder.” When used in the performance and payment bonds, the word “principal” means the same as the word “CM/GC.”

1.54 PROJECT

1.54.1 Fixed capital outlay study or planning activity described in the public notice of the City which includes the entire Scope of Work which shall be performed in accordance with the Contract Documents. A Project may include:

1.54.1.1 A grouping of minor construction, rehabilitation, or renovation activities.

1.54.1.2 A grouping of substantially similar construction, rehabilitation, or renovation activities.

1.54.1.3 The entire work to be performed pursuant to the Contract Documents.

1.55 PROPOSAL

The document submitted by the CM/GC in response to a formal solicitation used to determine if the CM/GC is highly qualified.

1.56 PROVIDE

To furnish, install, complete, and have ready to use.

1.57 PROVIDED

As used in the specifications or upon the drawings provided shall mean, "furnished and installed." Where as shown, as indicated, as detailed or words of similar import are used, it shall be understood that references to the drawings and/or specifications accompanying these documents are intended unless otherwise expressly stated.

1.58 REQUEST FOR INFORMATION (RFI)

Prospective Bidders', CM/GCs' or Consultants' inquiries for information.

1.59 RESIDENT PROJECT REPRESENTATIVE

An employee of the City or an authorized representative of the architect/engineer who is assigned to the project and is responsible for overseeing that the work is constructed in accordance with the requirements of the drawings and specifications.

1.60 SCOPE OF SERVICES/WORK

The general services/work, herein defined in this Contract, including responsibility for performing and complying with all incidental matters pertaining thereto, as set out in the Contract Documents.

1.61 SHOP DRAWINGS

All diagrams, illustrations, brochures, schedules, and/or other data which are prepared by CM/GC, a Subcontractor, manufacturer, supplier, distributor, or other person on behalf of the CM/GC, and which illustrate the equipment, material, or some portion of the work.

1.62 SPECIFICATIONS

The document or Scope of Work that establishes the material and performance requirements of goods and services.

1.63 STATE

State of Florida.

1.64 SUBCONTRACTOR

A person other than a materialman or laborer who enters into a contract with a General Contractor for the performance of any part of the contract documents.

1.65 SUB-SUBCONTRACTOR

A person other than a materialman or laborer who enters into a contract with a Subcontractor for the performance of any part of such Subcontractor's contract.

1.66 SUBSTANTIAL COMPLETION (CONSTRUCTION)

The date in which the construction of the project, or specified part thereof, of any

substantial nature has been completed, as certified by the architect/engineer in accordance with the contract documents, so that the project, or specified part, can be utilized for the purposes for which it was intended. If the City has authorized a person, firm, or corporation, other than the architect/engineer, to act as City's representative, then such City's representative shall certify the completion date and when the project is substantially completed.

1.67 SURETY

An individual or corporation legally liable for the debt, default, or failure of a principal to satisfy the obligations of a contract.

1.68 SUPERINTENDENT

The CM/GC's authorized executive representative responsible for the work at all times.

1.69 TRADE CONTRACTOR

The person or entity qualified to perform work under this Contract including a Contractor, Subcontractor, supplier, laborer or materialman that has a direct contract with the CM/GC to perform work in the Project.

1.70 WORK

Any and all obligations, services, duties, and responsibilities necessary to the successful completion of the Project including supplying and installing of all labor, materials, equipment and other incidentals related thereto.

ARTICLE 2

PURPOSE AND INTENT, CONTRACT DOCUMENTS

2.0 The primary purpose and intent of this Contract is to secure for the City the services of a firm thoroughly experienced and highly qualified in both the "hands-on" construction methods and techniques, as well as the efficient management of construction operations to provide technical consultation on the Project; to determine the cost of constructing each component of the Project and the associated contingency funds required, thereby arriving at the estimated Project Budget and ultimately establish the Guaranteed Maximum Price, hereinafter referred to as the "GMP," to schedule the Project efficiently for construction phases and prepare the Project Schedule such that the Project will be ready for occupancy at the earliest practical date; and to review the design documents of the Project with the design professionals and advise upon the most efficient use of materials and construction methods to be employed for achieving quality construction at the least cost.

2.0.1 The CM/GC covenants with the City to furnish its best skill and judgment in furthering the interests of the City. The CM/GC agrees to furnish efficient business administration, construction management and superintendence and to use its best efforts to complete the Project in an expeditious and economical manner consistent with the interest of the City. To that end, the CM/GC will maintain adequate cost and schedule control systems and perform screening of Trade Contractors to assure a high quality of construction consistent with the requirements of the Contract Documents.

- 2.0.2** Upon notice that the City elects to proceed with the Construction Performance Phase Services for either or both the utility administration building improvements the wastewater treatment plant expansion and improvements (hereinafter referred to as "Construction Phase Contract"), the CM/GC shall post performance and payment bonds each in the amount of 100% of the Guaranteed Maximum Price, and on written "Notice to Proceed," shall immediately commence the performance of the services required in the Construction Phase Contract.
- 2.0.3** The CM/GC shall provide the insurance and bonding for the Project as required in Article 6 and shall be reimbursed the cost in accordance with Article 3, section 3.11.2.5, hereunder.

2.1 EXHIBITS

- 2.1.1** The exhibits listed below are incorporated into and made a part of this Contract.

- 2.1.1.1** Exhibit "A" – Scope of Services
2.1.1.2 Exhibit "B" – Wharton Smith Construction Management Services – 2022 Public Service Department Campus Improvements 2022 - RFP 22-02 Submittal
2.1.1.3. Exhibit "C" – Wharton-Smith Proposal, Pre-Construction Service Price Proposal - dated April 15, 2022
2.1.1.4. Exhibit "D" – Insurance Requirements

2.2 AUTHORITY FOR CONTRACTING

- 2.2.1** By executing this Contract, the CM/GC represents that it has visited the site, familiarized itself with the local conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents. The CM/GC and each Trade Contractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation:
- 2.2.1.1** The location, conditions, layout and nature of the Project site and surrounding areas,
- 2.2.1.2** Anticipated labor supply and costs,
- 2.2.1.3** Availability and cost of materials, tools, equipment, and other similar issues, and,
- 2.2.1.4** The City assumes no responsibility or liability for the physical conditions or safety of the Project site or any improvements located on the Project site. The CM/GC shall be solely responsible for providing a safe place for the performance of the Work and the City shall not be required to make any adjustment in either the agreed amount of the GMP or the Contract Time in connection with any failure by the CM/GC.
- 2.2.2** This Contract between the City and the CM/GC is intended solely for the benefit of the City and the CM/GC and no other persons or entities. The services to be performed hereunder shall be performed by the CM/GC's own staff, unless otherwise authorized by the City. The employment of, contract with, or use of the services of any other person or firm by the CM/GC, as consultant or otherwise, shall be subject to the prior written

approval of the City. Such approval shall not be construed as constituting a contract between the City and any such person or firm.

- 2.2.3** In the event the parties hereto enter into a subsequent Contract specifically modifying this Contract between City and CM/GC, it is expressly agreed that such modification shall take precedence over this Contract to the extent of the modification only.
- 2.2.4** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.
- 2.2.5** Work not covered in the Contract Documents shall not be required unless it is consistent therewith and is reasonably inferable there from as being necessary to produce the intended results.
- 2.2.6** Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
- 2.2.7** The organization of the Technical Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the CM/GC in dividing the Work among Trade Contractors or in establishing the extent of Work to be performed by any one of them.
- 2.2.8 Order of Precedence.** If CM/GC finds a conflict, error or discrepancy in the Contract Documents, it shall call it to the A/E's attention, in writing, and request the A/E's interpretation and direction before proceeding with the Work affected thereby. Such notice shall be provided by the CM/GC to the A/E in a timely fashion so as not to cause additional costs due to delay. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order:
 - 2.2.8.1** Modifications to the Contract
 - 2.2.8.2** This Contract between the City and CM/GC
 - 2.2.8.3** Addenda or Exhibits to this Contract
 - 2.2.8.4** Detailed (Technical) Specifications
 - 2.2.8.5** Project Plans (Drawings)
 - 2.2.8.6** Procedures for Advertising, Pre-Qualification, Bidding and Contract Award for Trade Contracts
 - 2.2.8.7** Bonds and Guaranties
- 2.2.9** In the case of conflicts between drawings or between provisions of the specifications, the more detailed or specific of the conflicting provisions or representations shall take precedence. For example, where figured dimensions are shown on the drawings, they shall take precedence over scaled distances and scaled dimensions, and detail drawings shall govern over general drawings.
- 2.2.10** In those cases where it is not reasonably clear which of the conflicting provisions or representations is the more detailed or specific, the CM/GC shall be deemed to have estimated on, and agreed to provide, the greater quantity or better quality of materials and work unless he shall have, prior to submitting the GMP, asked for and obtained a written decision of the A/E as to which quantity or quality or method or materials shall be required.

ARTICLE 3

CONSTRUCTION MANAGER/GENERAL CONTRACTOR'S SERVICES

- 3.0 Review of Plans and Specifications.** Review all plans and specifications and advise on site, foundation, building systems, materials and equipment, construction feasibility, availability of labor and materials, time requirements for procurement, installation and construction relative costs, and provide recommendations for economies as appropriate. Technical consultation to the A/E and its professional disciplines shall not infringe upon the design responsibility of those disciplines. The CM/GC shall make recommendations relating to the cost, constructability and other such technical and economical characteristics of a particular design or material selection; however, if such recommendations are accepted for incorporation into the Project, their application with regard to structural stability and life safety shall be the responsibility of the A/E. The CM/GC shall not be assigned responsibilities which duplicate those assigned in the design professionals' contract for A/E services.
- 3.1 Technical Proposals.** Review performance specifications, consult with the A/E on the structuring of requests for proposals for the procurement and installation of technical systems and components of the Project and verify their availability. The CM/GC shall issue requests for proposals to qualified sources and shall receive proposals.
- 3.2 Cost Consultation.** The CM/GC shall provide a continuous cost consultation service for the duration of this Contract. The CM/GC shall prepare solicitation and purchasing documents and be responsible for all procurement and construction cost estimates. The CM/GC shall prepare final cost estimates for all early procurement of equipment and materials; for all building systems and components; and for all construction labor. The CM/GC shall notify the City when, in its opinion, the estimated construction cost will exceed the GMP and at any time the anticipated completion date will exceed the approved scheduled completion.
- 3.3 Value Engineering.** The CM/GC shall review the plans and specifications as prepared by the Consultant and perform value engineering services. The City Representative, the Consultant and the CM/GC shall review the proposed changes and the City shall determine which shall be incorporated into the plans and specifications. As an optional service, not included in the cost of this Contract, the CM/GC may be called upon to develop these changes into drawing formats generally compatible with the existing plans and specifications. The fee for this optional work will be determined when required.
- 3.4 Long Lead Time Procurement.** Identify, recommend for purchase, and expedite the procurement of equipment, materials and supplies which require long lead time for procurement or manufacture.
- 3.5 Construction Documents.** Make recommendations to the City and the Consultant regarding the division of Work into separate bid packages to affect economy and permit phasing of procurement and construction. Consideration shall be given to such factors as type and scope of work, time of performance, availability of labor and materials, community relations, factory versus on-site production costs, shipping costs and size limitations, building code restrictions, local ordinances requirements, and other limiting factors.
- 3.6 Trade Work Coordination.** Review and analyze the plans, specifications and schedules for the Project and make the necessary recommendations to minimize conflict and overlap of jurisdiction between Trade Contractors.

- 3.7 Project Site Facilities.** Review the Plans and Specifications to ensure that they contain provision for all temporary facilities required for the performance, management, inspection and supervision of the Work.
- 3.8 Bidding Documents and Advertisement for Bids.** In collaboration with the A/E, review all design documents, divide the Work in bid packages, and assemble complete bid data, including copies of plans and specifications provided by the A/E, so as to achieve maximum competition among qualified bidders and to obtain the most reasonable price for good quality work. Prepare invitation for bids describing each package clearly, accurately and in sufficient detail to inform prospective bidders of the nature and scope of the work including instructions for submitting qualifications. Prepare a list of potential bidders for the various portions of the Work for review with the City. Verify references and previous performance of potential bidders and review all such findings with the City. The procedure for advertising, pre-qualification, bidding and awarding trade contracts shall be agreed upon by the City and the CM/GC.
- 3.9 Obtaining Competitive Bids.** The CM/GC shall endeavor to achieve maximum competition among qualified bidders in order to obtain the most reasonable price for acceptable work. Using its best business skills, the CM/GC shall develop Trade Contractors' interest in the Project by publicizing the invitation for bids through distribution to reputable local Trade Contractors and suppliers, posting in public places, advertising in newspapers and trade journals, and such other means as may be appropriate, in sufficient time to enable prospective bidders to prepare and submit their qualifications. In close collaboration with the City's representative's schedule and conduct pre-bid conferences to inform prospective bidders of the requirements of the Contract Documents, provide clarifications and answer questions as necessary. The specific requirements of compliance with the laws and regulations of various governmental agencies having jurisdiction over the Project (i.e., Public Entity Crimes law, etc.) shall be fully explained and emphasized at the pre-bid conference. The CM/GC may require bidders to submit bid bonds and evidence of bonding capacity, as well as meet specified qualifications as prerequisite to bidding on the Work; however, unnecessarily restrictive requirements which might unduly limit the number of bidders shall be avoided. Specific instructions stating clearly whether bonding is required or not shall be included with each bid package.
- 3.9.1** Solicit competitive bids on appropriate bidding packages from qualified Trade Contractors. Analyze and evaluate the bids received and their relationship to budgeted amounts and prepare for review with the City bid tabulation and such other supporting data as necessary to properly compare the bids and their responsiveness to the desired scope of work. Review the scope of work in detail with apparent qualified low bidders and attempt to achieve additional savings through negotiation whenever practical. Maintain records of all pre-award interviews with apparent low bidders. Prepare and submit written recommendations to the City for award of trade contracts. Award and execute trade contracts with the successful bidders. Provide to the City copies of fully executed trade contracts, insurance certificates and bonds.
- 3.9.2** Should the City have objections to awarding a contract to any pre-qualified Trade Contractor or supplier, the City shall timely notify the CM/GC upon review of the pre-qualified bidders list. The CM/GC shall not solicit a bid proposal from a bidder so rejected.
- 3.9.3** All permanent construction for the Project shall be performed under trade contracts between the CM/GC and its Trade Contractors. The procurement activity of the CM/GC should be such as to preclude any conflict of interest. In particular, the CM/GC shall avoid bidding work in competition with bidding Trade Contractors. Neither the CM/GC nor any firm in which a principal stockholder or member of the CM/GC's firm has a

financial interest, shall during the term of the Contract make or cause to be made any bid for construction work on the Project. Notwithstanding the foregoing and upon City's written approval, the CM/GC may perform with its own employees work of a Trade Contractor who fails to perform in accordance with the provisions of its trade contract or if CM/GC's performance of some portions of the Work will result in cost savings to the City.

3.10 Management Control System. The CM/GC shall initiate and, upon execution of Construction Phase Contract, of the Contract, activate a management control system (MCS) as integral part of the Project Control System, using both manual and automated procedures to support such functions as planning, organizing, scheduling, budgeting, reporting construction progress and expenditures, accounting, documentation, identifying variances and problems and facilitating decision making. The data provided by the MCS must be timely, must be responsive to the needs of management at all levels, and must be fully capable of providing a sound basis for managing the construction of the Project.

3.10.1 Subsystems of MCS. The Management Control System shall incorporate three major subsystems for use in meeting the objectives of the City for timely completion, economies and quality. Upon execution of the Construction Phase Contract, the CM/GC shall provide the services, facilities and support equipment necessary to implement the MCS for the entire duration of the construction phase.

3.10.2 Planning and Progress Monitoring Subsystem. The CM/GC shall prepare a schedule that integrates the projected activities of the CM/GC, the A/E and the City particularly as they relate to the value engineering effort and the preparation of the GMP. The CM/GC shall produce a preliminary construction schedule for review and approval by the City. The CM/GC shall prepare a final construction schedule incorporating changes required as a result of the City's review. This schedule shall be based on the Critical Path Method (CPM) and shall be updated and included in monthly progress reports.

3.10.3 Budget Control and Accounting Subsystem. Provide for the periodic inclusion of approved change orders in the original budget. The new budget figure will be identified as the "current working estimate." Identify variances between "current working estimate" and the original budget and report them promptly to the City.

3.10.4 Documentation and Historical Subsystem. Provide documentation of all changes made in the original schedule and original budget so that complete traceability is maintained between the original plan (schedule and budget) and the latest approved plan.

3.10.5 Reports. The MCS, when fully implemented, will generate reports necessary for effective control of the overall construction program. Reports will be provided to management in summary form. Reports will also be provided to subordinate levels of management in sufficient detail consistent with their respective requirements and responsibilities.

3.11 Preparation of the Guaranteed Maximum Price (GMP). The CM/GC shall prepare and submit for City's approval two separate itemized GMP's: one to construct only the utility administration building improvement and one to construct only the wastewater treatment plant expansion and improvements, each clearly summarizing the cost for each component of the Work as it was packaged and bid and establishing the amount of contingency funds required. Upon contract of the City and CM/GC on the GMP, the detailed itemization of costs, prices and supporting data comprising the selected GMP shall be incorporated as Exhibit "A" in the Construction Phase Contract to be executed by the City and CM/GC. The GMP shall represent CM/GC's guaranteed

offer to the City of the maximum price for which it will construct the Project, as represented in the design documents, including a fee for CM/GC's services. During the construction phase, the GMP will be subject to modification for changes in the Construction Documents approved by the City and for additional costs arising from delays caused by persons, entities, events or circumstances entirely beyond the control of the CM/GC as provided in Construction Phase Contract. The Plans and Specifications, the Site Plan and Survey, and all soil and subsurface investigations upon which the GMP is established shall be identified in the Construction Phase Contract as Exhibit "B" thereto. The GMP shall be the sum of:

3.11.1 Direct Labor Cost. This category of expenses shall include (provided the GMP is not exceeded) and are limited to the following cost items:

3.11.1.1 Wages and employee benefits as may be payable, paid for labor, and Project site supervisory and office employees, in the direct employ of the CM/GC and used for performing the Contract work;

3.11.1.2 Travel and lodging expenses of CM/GC's officers or employees incurred in the discharge of duties connected with the Project in accordance with the City of Volusia Travel Reimbursement policy. Relocation costs of CM/GC's employees in connection with this Project shall not be reimbursable.

3.11.2 Cost of the Work. The Cost of the Work shall include, without limitation, the cost items set forth as follows:

3.11.2.1 The cost of all materials, supplies and equipment incorporated in the Work and the cost of transportation and storage thereof. The City, at its sole discretion, may make payment for materials, supplies or equipment stored off-site;

3.11.2.2 Payments made by the CM/GC to its Trade Contractors for work performed for the Project under trade contracts;

3.11.2.3 The cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers, which are used and consumed in the performance of the Work and the cost, less salvage value, on items used but not consumed which remain the property of the CM/GC. This cost shall not include the cost of materials, supplies, equipment, temporary facilities and hand tools furnished by Trade Contractors as part of their trade work which shall be incorporated in the trade contracts cost;

3.11.2.4 Rental charges of all necessary motor vehicles, machinery and equipment, including hand tools, whether rented from the CM/GC or others, and including transportation and delivery costs, installation, maintenance, repair and replacement, and dismantling and removal, at rental charges consistent with those prevailing in the area of the Project;

3.11.2.5 Actual cost, without mark-up, of the premium for all insurance and bonds which the CM/GC is required to provide pursuant to this Contract;

3.11.2.6 Sales, use, gross receipt, or similar taxes related to the performance of the Work, imposed by any governmental authority and for which the CM/GC is liable;

- 3.11.2.7** Building and operating permit fees, inspection and filing fees, sewer and water fees and deposits lost for causes other than CM/GC's own negligence;
 - 3.11.2.8** Losses, expenses or damages to the extent not compensated by insurance or otherwise, including settlement made with the written approval of the City;
 - 3.11.2.9** The cost of corrective work (within the GMP limit);
 - 3.11.2.10** Minor expenses such as telegrams, long-distance telephone calls, telephone service at the Project site, postage, office supplies, and similar items;
 - 3.11.2.11** Cost of debris and trash removal including daily cleanup;
 - 3.11.2.12** Cost of final cleanup prior to occupancy including window washing, dusting of all surfaces, carpet cleaning and vacuuming, floor polishing, fixture cleaning etc;
 - 3.11.2.13** Cost related to emergencies affecting the safety of persons and loss of property;
 - 3.11.2.14** Legal costs properly resulting from prosecution of the Work for the City, provided that they are not the result of CM/GC's own negligence or malfeasance. Legal costs incurred in connection with disputes with the City shall not be included in the Cost of the Work;
 - 3.11.2.15** Cost of items related to the Project Safety Program including barricades, firefighting equipment and extinguishers, special and protective wearing apparel and safety equipment, temporary roads and parking, dust and noise control, installation and operation of temporary hoists, scaffolds, ladders and runways, and likely items;
 - 3.11.2.16** Cost of watchmen or similar security services;
 - 3.11.2.17** Cost of survey, measurement and layout work required for the proper execution of the Work;
 - 3.11.2.18** Cost of purchase or rental of office equipment such as typewriters, cameras, radio communications, computers, pagers, copiers, dictating units, and other items such as office and tool trailers, vehicles and furniture purchased by CM/GC in connection with the Work;
 - 3.11.2.19** Cost of preparation of shop drawings, coordination drawings, photographs, and "as-built" documentation;
 - 3.11.2.20** Cost of data processing, computerized scheduling and document reproduction services required in the performance of the Work; and
 - 3.11.2.21** Costs incurred during the warranty period after completion of the Project (within the GMP limit).
- 3.11.3 CM/GC's Fee.** The City and the CM/GC hereby agree that the CM/GC's fee shall not exceed (8.0%) of the "Direct Labor Cost" and "Cost of the Work" (See Sections 3.11.1.

and 3.11.2, above). The intent and purpose of the GMP is to establish a maximum not-to-exceed price for the total Contract price, not a maximum price for line items, said line items being subject to adjustment by the CM/GC, upon approval by the A/E and the City, provided that such adjustments do not cumulatively exceed this Contract's GMP. The CM/GC fee shall include the following:

3.11.3.1 Salaries or other compensation of CM/GC's employees at the principal office and branch offices, except employees listed in Section 3.11.1 hereof;

3.11.3.2 General administrative and operating expenses of CM/GC's principal and branch offices other than the Project site office;

3.11.3.3 Any part of CM/GC's capital expenses, including interest on CM/GC's capital employed for the Project, if any;

3.11.3.4 Overhead and any other costs incurred by the CM/GC in the performance of the Contract; and,

3.11.3.5 Cost in excess of the Guaranteed Maximum Price, if any is incurred.

3.11.4 Adjustments of the Fee shall be made only as follows:

3.11.4.1 For approved changes in the Work (additional), an increase to the fee in an equitable amount to be included in the Change Order.

3.11.4.2 If the CM/GC is placed in charge of the reconstruction of any insured or uninsured loss, the fee shall be increased in the same proportion as set forth in Section 3.11.4.1.

3.11.5 The GMP shall include only those taxes which are legally enacted at the time the GMP is established. Taxes included in the GMP shall be segregated by category of taxes so that the City may insure that the tax exemptions applicable to City are excluded from the GMP.

3.11.6 The value included in the GMP for General Conditions and supervision shall be defined as a fixed amount and agreed upon by the City and the CM/GC at the time the GMP is accepted by the City. All cost savings, if any, shall be returned to the City as part of the net aggregate savings established at the time the final accounting is submitted, at the completion of the Work.

3.11.7 Exclusions. The GMP shall not include such Project expenses as cost of site, professional design fees, or moveable equipment and furnishings.

ARTICLE 4

TIME FOR PERFORMANCE

4.0 The CM/GC shall submit its first estimate of the GMP as described in Section 3.11 to the City for review within forty-five (45) days of receipt of all design documents. Based upon this estimate, the CM/GC and the City will collaborate to resolve any budget estimate differences in order to reach a GMP satisfactory to both the CM/GC and the City. Such action by the CM/GC and the City shall be accomplished within a maximum of twenty-one (21) days of submission of the GMP

unless additional time is mutually agreed to. Approval of the GMP shall not be unreasonably withheld.

ARTICLE 5

EXECUTION OF CONSTRUCTION PHASE CONTRACT, CONSTRUCTION PERFORMANCE PHASE SERVICES

- 5.0** Upon the City's timely approval of the GMP as provided under Section 3.11, hereon, the CM/GC agrees to enter into the Construction Phase Contract on the basis of the proposed GMP as provided in Section 3.11 hereof.
- 5.1** During the performance of this Contract and the Construction Phase Contract when it is entered into by City and CM/GC, the CM/GC shall not be considered an employee of the City, or City's agent. The CM/GC shall perform its services and duties consistently with such status and will make no claim or demand for any right or privilege applicable to an officer or employee of the City, including, but not limited to, workman's compensation, disability benefits, accident or health insurance, unemployment insurance, social security or retirement membership.

ARTICLE 6

INSURANCE AND BONDING

6.0 INSURANCE REQUIREMENTS.

- 6.0.1 Required Types of Insurance.** The CM/GC shall purchase and maintain at its own expense, during the term of this Contract the types and amounts of insurance with limits no less than those shown on Exhibit "D", in the form and from companies satisfactory to the City.

6.1 Bonding Requirements

- 6.1.1** The CM/GC and/or Trade Contractor shall furnish separate performance and payment bonds as security for the faithful performance and payment of all its obligations under the Contract Documents. These bonds shall be in amounts equal to the GMP and in such form as prescribed pursuant to §255.05 Florida Statutes and with such sureties as are acceptable to the City. The bonds shall become effective upon execution of this Contract and shall remain in effect for one (1) year beyond the date of the Certificate of Substantial Completion of the Work as a protection to the City against losses resulting from latent defects in materials or improper performance of work under the Contract, which may appear or be discovered during that period. The bonds shall provide one hundred percent (100%) coverage for CM/GC's or Trade Contractor's default on either performance or payment.
- 6.1.2** The performance and payment bonds shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of Florida and with an agent resident in the State of Florida. The Attorney-in-Fact, or other officer who signs such bonds for the surety company must file with such bonds a certified copy of its Power-of-Attorney authorizing it to do so.

6.1.3 Qualification of Sureties. The following requirements shall be met by surety companies furnishing performance, payment or any other type of bonds:

6.1.3.1 The surety shall be rated "A+" or better on the Financial Strength Rating (FSR), published by A. M. Best Company. Financial Strength Rating of companies providing insurance for the project shall be "A-" or better.

6.1.3.2 The surety shall also be listed on the U.S. Department of Treasury (Dept. Circular 570) entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."

6.1.3.3 The surety companies proposed by the CM/GC or Trade Contractor for the Project are subject to City's approval which approval shall not be unreasonably withheld. At any time after approval, if the City, for cause (such cause being defined as the filing for liquidation, appointment of receiver to manage said surety business, insolvency, filing petitions or applications for protection or liquidation under federal bankruptcy laws, or other causes adversely affecting the surety's ability to perform under its bonds), becomes dissatisfied with any surety or sureties then upon the bond(s), the CM/GC or trade Contractor shall, within fifteen (15) days after written notice from the City to do so, substitute acceptable bond(s) in such form and sum, and signed by such other surety or sureties as may be satisfactory to the City. The premiums on the bond(s) shall be paid by the CM/GC or Trade Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished acceptable bond(s) to the City.

ARTICLE 7

CM/GC'S COMPENSATION FOR PRE-CONSTRUCTION SERVICES

7.0 The City will pay the CM/GC as total compensation for all pre-construction phase services required in this Contract, and as provided in Article 3 hereof, a fee of **THREE HUNDRED SIXTY FOUR THOUSAND FOUR HUNDRED FIFTY AND 00/100 (\$364,450.00) DOLLARS.**

7.1 Payments for services performed under this Contract and in accordance with the requirements of Article 3 hereof, will be made after receipt of properly executed requests for payment as follows:

7.1.1. The CM/GC shall submit to the City a monthly statement for services rendered to the date of statement accompanied by such supporting data as required by the City. Within twenty (20) business days and reviewed and approved by City representative if receipt by the City of the work for which the CM/GC has submitted the monthly statement, the CM/GC shall be paid the unpaid balance of any money due for work covered by said statement less any disputed amounts. The CM/GC shall be notified of disputed amounts within twenty (20) business days of the receipt of the statement. All payments made by City shall be subject to the Florida Prompt Payment Act (Florida Statute §218.70)

7.1.2. Upon satisfactory completion by the CM/GC and acceptance by the City of all services

specified in Article 3 of this Contract, the CM/GC shall be paid the balance due under Section 3.11 of this Contract. Acceptance by the City shall be evidenced by the City's concurrence with a GMP and the execution of the Construction Phase Contract.

ARTICLE 8

TERMINATION

8.0 City's Right to Stop the Work. The City shall have the right to stop the Work or a designated portion thereof, for major changes in design, because of non-conformance of the Work with the Plans and Specifications and shop drawings, or for such other reason as would make the continuance of the Work or a designated portion thereof no longer feasible. Notice of such action by the City shall be made in writing to the CM/GC and shall not restrict or limit in any way the remaining provisions of this Contract.

8.1 Termination by the City for Cause. If the CM/GC fails to perform any of its obligations under this Contract, including any obligation it assumes to perform portions of the Work with its own forces, the City may give the CM/GC written notice of the deficiency and direct immediate corrective action. If the CM/GC fails to perform in accordance with such notice, within seven (7) days from the receipt of City's written notice, the City may perform the work involved and deduct the costs from funds due or to become due CM/GC. The CM/GC shall have the right, however, to make good any deficiencies or commence and continue to cure any default during the seven (7) day period following written notice.

8.1.1 If the CM/GC fails to furnish City with assurances satisfactory to the City evidencing the CM/GC's ability to complete the Work in compliance with all the requirements of the Contract Documents, or if it fails after commencement of the Work to proceed continuously with the construction and completion of the Work for more than ten (10) days, except as permitted under the Contract Documents or if it makes a general assignment for the benefit of its creditors approved by City Council prior to said assignment, or if a trustee or receiver appointed on account of its insolvency is unable to maintain progress, or if it refuses or fails to supply enough properly skilled workers or proper materials, or if it fails to make proper payment to Trade Contractors for materials or labor, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or is guilty of a substantial violation of a provision of this Contract, then the City may, without prejudice to any right or remedy and after giving the CM/GC and its surety ten (10) days' written notice, during which period the CM/GC fails to commence and continue to cure the violation, terminate the employment of the CM/GC and take possession of the Project site and of all materials, equipment, tools, construction equipment and machinery thereon and may finish the Project by whatever reasonable method the City may deem expedient. In the event of such termination, the City shall reimburse the CM/GC for any unpaid and undisputed portion of the Cost of Work incurred by CM/GC under Article 6A (subject to the GMP) up to the time of termination. The CM/GC shall not be entitled to any additional payment of Fee. The CM/GC shall not be entitled to any compensation for City's use of such materials, equipment, tools, construction equipment and machinery. However, at the completion of the Work, such materials, equipment, tools, construction equipment and machinery which were not incorporated in the Project shall be returned to the CM/GC. The CM/GC shall not be entitled to additional compensation for damages, claims or reimbursement of any kind other than those specifically stated in this Section 8.1.1 in the event of termination under the terms therein.

8.2 Termination by the City for Convenience. If the City terminates this Contract other than pursuant to Section 8.1.1, the CM/GC shall be reimbursed for any unpaid portion of the Cost of Work which has been incurred up to the time of termination, plus the unpaid portion of the Fee earned up to the time of termination, plus Trade Contract and purchase order cancellation charges, if any, incurred by the CM/GC as a direct result of the termination. The City shall also pay to the CM/GC fair compensation, either by purchase or rental, at City's option, for any equipment used or retained by the City for completion of the Work. In case of such termination of the Contract, the City shall further assume and become liable for the obligations, commitments and unsettled claims that the CM/GC has previously undertaken or incurred in good faith in connection with the Project. The CM/GC shall, as a condition of receiving the payments referred to in this Section 8.2, execute and deliver all documents and take all steps, including the legal assignment of his contractual rights, as the City may require, for the purpose of fully vesting in the City the rights and benefits of the CM/GC under such obligations or commitments, and shall execute a complete waiver and release of the City.

8.3 Termination by CM/GC. If the Project is stopped in whole or a substantial part, through no act or fault of the CM/GC, for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making material unavailable, or because of City's failure to make payment for work performed in accordance with the Contract Documents (unless the City is withholding payment as provided in Section 8.1.1), then the CM/GC may, upon ten (10) days' written notice to the City and the Program Manager, terminate this Contract and recover from the City payment for the unpaid and undisputed portion of the Cost of Work which has been incurred up to the date of termination, the unpaid portion of the Fee earned up to the date of termination, and any cancellation charges on existing obligations of the CM/GC related to the Project. The City shall have the right; however, to make any required payment or cure any default during the seven (7) day period following written notice and, in such event, neither the Contract nor the Work under the Contract shall be terminated. The CM/GC shall not be entitled to additional compensation for damages, claims or reimbursement of any kind other than those specifically stated in this Section 8.3 in the event of termination under the terms therein.

ARTICLE 9

CLAIMS, DISPUTES, AND INDEMNIFICATION

9.0 Claims. Under this Contract the CM/GC shall not have the right to compensation to satisfy any claim for costs, liabilities, or debt of any kind whatsoever from any act or omission attributable to the City unless the CM/GC has provided notice to the City within twenty (20) days of the event giving rise to the claims and unless the detailed claim therefore is delivered to the City within sixty (60) days following the notice. The detailed claim shall include:

9.0.1 The date of the occurrence of the event giving rise to the claim and the date and manner of CM/GC's compliance with the notice requirements of this Article 9, and

9.0.2 The reasons upon which the CM/GC bases his claim, demonstrating thereby that the costs, liabilities or debts reflected in the claim are not already a part of the GMP and its compensation under the Contract and therefore specific relief is due it for the claim.

9.0.3 The City shall respond to the claim within twenty (20) days after receipt of a claim. In the event there is no resolution of the claim from that response, the CM/GC reserves his right to seek legal redress.

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

9.1 Mediation.

9.1.1 The parties to this Contract shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Contract in accordance with the provisions set forth in this Section. The CM/GC and City Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Contract and any applicable scope of services. Issues shall be escalated to successive management levels as indicated in Section 9.1.3 below.

9.1.2 If a dispute develops between the parties concerning any provision of this Contract, or the interpretation thereof, or any conduct by the other party under these contracts, and the parties are unable to resolve such dispute within ten (10) days, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.

9.1.3 Upon issuance of a Dispute Notice, the Project Managers or designated representative(s) shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers or designated representative(s) shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative(s) within ten (10) business days, the Project Managers or designated representative(s) shall escalate the dispute as indicated below.

Business Days	CM/GC's Representative	City Representative
10	CM/GC Operations Manager	Project Manager
10	CM/GC's Director of Operations	Director of Public Services
20	CM/GC's COO or President	City Manager

9.2 Formal Dispute Resolution. At any point after issuance of a Dispute Notice under this section, either party may initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize

such termination remedies and commence litigation in a court of competent jurisdiction. If litigation is prematurely commenced, it shall be stayed until the mediator makes the required certification.

- 9.3** The CM/GC shall carry on the Work and maintain the progress scheduled during any administrative or judicial proceeding, unless otherwise agreed by the CM/GC and the City in writing, and the City shall continue to make payments on undisputed pay requests or invoices to the CM/GC in accordance with the provisions of this Contract.
- 9.4** All claims, disputes and other litigation shall be determined under the judicial system of the State of Florida. Venue for litigation shall be Volusia City, Florida.
- 9.5 Truth in Negotiation.** CM/GC's signature on this Contract shall act as the execution of truth-in-negotiation certificate stating that wage rates, and other factual unit costs supporting the compensation set forth in this Contract are accurate, complete and current at the time of contracting and that it has disclosed to the City prior to the execution of this Contract all debts, fees or obligations owed to or pending before the City.
- 9.6 Indemnification.** The CM/GC shall indemnify and hold harmless the City including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the City has agreed by contract to provide additional insured status and the State of Florida, including its officers and employees, from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CM/GC or its subcontractors, agents, employees, or any persons employed or utilized by the CM/GC in the performance of the CM/GC's obligations or services under this Contract. Such obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exhaust as to a party or person describe in this Contract.
- 9.6.1** In all claims against City, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the City has agreed by contract to provide additional insured status, and any employee of CM/GC or anyone directly or indirectly employed by CM/GC or anyone for whose acts Consultant may be held legally liable, no indemnification obligation shall be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CM/GC, or any contractor, subcontractor or sub-subcontractor thereof under Florida's Workers' Compensation acts, disability benefit acts, or other employee benefit acts.
- 9.6.2** CM/GC's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.
- 9.6.3** The indemnification requirements stated in subsection 9.6 and 9.6.1 herein shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the City's sovereign immunity.

ARTICLE 10

MISCELLANEOUS

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

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

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

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

10.1 Claims Notice. The CM/GC shall timely report in writing to the City's Director of Risk Management any incident which it believes might result in claims under any of the coverages mentioned herein.

Name: Risk Manager
Address: 120 South Florida Avenue
DeLand, Florida 32720
Telephone: 386-626-7112
Email: mosesk@deland.org

10.2 Successors and Assigns. City and CM/GC each binds itself and its partners, successors and successors in interest, affiliates, executors, administrators, assigns and legal representatives to the other party to this Contract and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, contracts and obligations of this Contract. Neither City nor CM/GC shall assign, sublet or transfer any rights

under or interest in this Contract without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.

10.3 Additional Rights and Remedies. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies provided by law; the City may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, with-holding, recoupment, or counterclaim, either during or after performance of this Contract.

10.4 MBE. This Contract is entered into by the City and CM/GC pursuant to the minority business enterprise procurement goals under Section 287.09451, F.S.

10.5 Local Government Policies

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

IF THE CM/GC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CM/GC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-626-7130 OR EMAIL HENNESSY@DELAND.ORG.

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

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

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

10.5.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CM/GC does not transfer the records to the City.

10.5.1.4 Upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the CM/GC or keep and maintain public records required by the City to perform the service. If the CM/GC transfers all public records to the City upon completion of the Contract, the CM/GC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CM/GC keeps and maintains public records upon completion of the Contract, the CM/GC shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

10.5.1.6 CM/GC acknowledges that failure to provide the public records to the City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

10.5.1.7 CM/GC further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the City.

CM/GC shall indemnify, defend, and hold the City harmless for and against any and all claims, damage awards, and causes of action arising from the CM/GC's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by CM/GC's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. CM/GC authorizes City to seek declaratory, injunctive, or other appropriate relief against CM/GC from a Circuit Court in Volusia City on an expedited basis to enforce the requirements of this section.

10.5.2 Financial Records. CM/GC agrees to maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. City shall have the right to audit the books, records, and accounts of CM/GC that are directly related to the Contract. CM/GC shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Contract. CM/GC shall preserve and make available, at reasonable times for examination and audit by City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings; provided, however, that it shall be City's responsibility to notify CM/GC of the pendency of such audit. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

10.5.3 Payments Subject to Appropriation. Notwithstanding any other term or provision of this Contract, the continuation of this Contract beyond a single fiscal year of City is subject to the appropriation and availability of funds in accordance with Section 166.241, Florida Statutes. If at any time funds are not appropriated for the Services and Deliverables provided or to be provided under this Contract, cancellation shall be accepted by CM/GC with thirty (30) days prior written notice, but failure to give such notice shall be of no effect. Termination by the City due to non-appropriation shall be without a termination charge

by CM/GC. City shall not be obligated to pay CM/GC under this Contract beyond the date of termination. CM/GC shall have no right to compel the Volusia City Council to appropriate funds for any fiscal year to pay the compensation.

10.5.4 Prohibition Against Contingent Fees.

10.5.4.1 The CM/GC warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CM/GC to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CM/GC any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

10.5.4.2 Neither CM/GC, nor any parent or subsidiary corporation of CM/GC warrants has employed or retained any company or persons, other than a bona fide employee working solely for CM/GC, to solicit or secure this Contract and that they have not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for CM/GC, any fee, commission, percentage, gift, or other consideration contingent upon award of this Contract. For the breach or violation of this provision, City shall have the right to terminate this Contract at its discretion, without liability and to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

10.5.4.3 For the breach or violation of this section, the City shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

10.5.5 Truth in Negotiation. CM/GC's signature on this Contract shall act as the execution of truth-in-negotiation certificate stating that wage rates, and other factual unit costs supporting the compensation set forth in this Contract are accurate, complete and current at the time of contracting and that it has disclosed to the City prior to the execution of this Contract all debts, fees or obligations owed to or pending before the City.

10.5.6 No Code Violation or Past Due Debt. The CM/GC warrants and represents that neither the business, nor any officer or significant stakeholder of the business is in violation of the City of Volusia Code of Ordinances, and does not owe the City any past due debt. Any breach of the foregoing warranty and representation shall be a material breach of this Contract and the City shall have the right to terminate this Contract as set forth herein.

10.5.7 Changes Due to Public Welfare. The City and CM/GC agree to enter into good faith negotiations regarding modifications to this Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law or Ordinance.

10.5.8 Compliance with Applicable Laws. CM/GC shall perform its obligations hereunder in accordance with all applicable federal, state and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or

authority which in any manner affect the performance of this Contract. Additionally, CM/GC shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Contract from the federal government, State of Florida, City of Volusia, or municipalities when legally required and maintain same in full force and effect during the term of this Contract.

10.5.9 Drug Free Workplace. The City of Volusia is a drug-free and smoke-free workplace. CM/GC agrees that it shall provide a drug-free environment to its personnel during the terms of the Contract and shall comply, subject to the prior receipt, with the City's policies on drug-free and smoke-free work place during the term of this Contract.

10.5.10 Background Checks. CM/GC and its Trade Contractors understand that certain areas of the City's premises may not be available to CM/GC or Trade Contractor personnel without background checks and that such access may be required to perform the Services contemplated by this Contract.

10.5.11 Employment of Illegal Aliens. CM/GC certifies that it does not knowingly or willing and shall not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.

10.5.12 Nondiscrimination and Americans with Disabilities Act. CM/GC shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Contract. CM/GC agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any Services funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In performing under this Contract, CM/GC agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Contract because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

10.5.12.1 In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the City Clerk at 386-626-7130 for assistance, at least two business days before any meeting date. Assisted listening system receivers are available for the hearing impaired and can be obtained from the City Clerk.

10.6 E-VERIFY. The CM/GC shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CM/GC on or after the effective date of this Contract and thereafter during the remaining term of the Contract, including sub-contractors. Any sub-contract entered into by CM/GC with any sub-contractor performing work under this contract shall include the following language: "The Sub-Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CM/GC on or after the effective date of this Contract and thereafter during the remaining term of the Contract." The CM/GC covenants

and agrees that if it is found in violation of this section or the Executive Order, such violation shall be a material breach of this Contract and CM/GC shall indemnify, defend and hold harmless the City from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the City.

- 10.7 Controlling Law.** This Contract is to be governed by the laws of the State of Florida. Venue for any litigation between the parties to this Contract shall be in the County of Volusia, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Contract.
- 10.8 Modifications to Contract.** This Contract and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto.
- 10.9 Entire Contract.** This Contract, together with any exhibits, schedules, attachments and amendments thereto constitute the entire Contract between City and CM/GC and supersede all prior written or oral understandings.
- 10.10 Scrutinized Companies, FL Statue Section 287.135 and 215.473.** Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The City will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must have submitted the certification form with their response to City Solicitation 20-SQ-118IF. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties have made and executed this Contract for DeLeon Springs Utility Extensions, Part A, the day and year below written.

CM/GC: WHARTON-SMITH, INC.

BY: _____

(Signature)

(SEAL)



BY: Patrick J Hewitt Chief Operating Officer- Water
Corporate Officer & Title

Date: 5/10/2022

ATTEST: _____

Date: 5/10/2022

CITY OF DeLAND

B: _____

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy, MMC, City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Preconstruction Phase Services:

- Prepare submit and negotiate with City pre-construction management price proposals for cost of pre-construction services.
- Attend Project Meetings
- Work side by side with the city project manager, city staff and the architect/ engineer consultant throughout
- Make recommendations regarding alternative construction materials, methods or concepts that may be of benefit to the City
- Review architect/ engineer submittals and make recommendations relating to cost, constructability, and other such technical and economical characteristics of a particular design or material selection
- Provide cost estimates for various design schemes and construction assembly options
- Assist City and architect/ engineer consultant by evaluating options and costs for sustainable strategies.
- Submit detailed cost estimates, critical path method calendar schedules and reports at phased levels of completion
- Solicit and evaluate subcontractor qualifications
- Solicit, schedule and lead pre-bid meetings
- Prepare subcontract bid packages utilizing the architect/ engineer consultant drawings and specification
- Solicit and evaluate subcontract bids
- Develop bid alternates and value engineering options to meet established construction budget
- Prepare guaranteed maximum price(s)(GMP)
- Provide all pricing information and supporting documentation to the Owner and funding agencies as required by their procedures and requirements.

EXHIBIT "B"

**WHARTON – SMITH CONSTRUCTION MANAGEMENT SERVICES- 2022 PUBLIC SERVICES
DEPARTMENT CAMPUS IMPROVEMENTS – RFP # 22-02 SUBMITTAL**



**ELECTRONIC
COPY**



**Construction
Management Services**

**2022 PUBLIC
SERVICE
DEPARTMENT
CAMPUS
IMPROVEMENTS**

RFP-22-02



Wharton-Smith, Inc.
CONSTRUCTION GROUP

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TAB 1 INTRODUCTION

City of DeLand
Purchasing Department
Attn: Corey McMillen, Purchasing Coordinator
120 S. Florida Avenue
DeLand, Florida 32720

March 17, 2022

Re: RFP-22-02, Construction Management Services 2022 Public Service Department Campus Improvements

Dear Mr. McMillen and Selection Committee Members,

Wharton-Smith (WS) has reviewed your Request for Proposal and fully understands the role and key responsibilities of the Construction Manager/General Contractor (CM/GC) for your Public Service Department Campus Improvements project. We are committed and available to provide these services to the City of DeLand.

We understand the importance of your project. You are experiencing flow increases now and need this expansion. You also require a Utilities Administration Building to provide adequate space for staff during times of normal operations and storms. This project needs to be completed on time; however, your budget is not unlimited. Wharton-Smith is the firm that can meet your schedule and budget challenges.

Since 1984, Wharton-Smith has helped to build the communities we serve. Our mission has continued to be "to exceed our clients' expectations by performing the highest quality, professionalism, and fairness, and by communicating with honesty and integrity at all times." That approach has served as our foundation as we have grown to be the Central Florida leader in wastewater and vertical construction. This is the largest single project that the City has ever done, and you have wisely opted for CM delivery to give you the highest probability for success.

Wharton-Smith offers a unique and diverse construction background that aligns perfectly for this project. Wastewater expansion and utility administration building projects are both core businesses of ours. This allows us to offer the City a strong, but lean project team that is highly capable and experienced with all components of this project. Our cohesion as one company and one team creates efficiency which results in lower costs (temporary facilities, general conditions, bonds, insurance, fees) and faster project delivery. Our team is led by your **single point of contact, Mike Alexakis, Project Director**. Mike is heavily experienced in both wastewater expansions and utility administration buildings. He will be supported by subject matter experts **Scott Jamison (Project Manager - Wastewater)** and **Chris Lewis (Project Manager - UAB)**.

Wharton-Smith has built more similar projects in Florida than any other firm and those projects win awards for quality. As a self-performing contractor, those projects are built by our people, our tools, and our equipment. The following proposal will demonstrate our team's unmatched qualifications, experience, and specific project approach.

PROJECT VISION

To enhance the resiliency, capacity, and efficiency of your Public Service Department campus by constructing new facilities that are highly functional and embody the City's vision of quality construction.

OUR COMMITMENT

To serve as your partner by providing an experienced project team that can deliver this important project on time and within budget through an approach based on open communication and total financial transparency.

QUALIFICATIONS

CREDENTIALS— #1 wastewater firm in Florida and #1 vertical construction firm in Central Florida

MARKET LEADERS— More than 1,000 water/wastewater projects in Florida

RESOURCES— 550+ Florida employees and 7 Florida offices

ADDED VALUE THROUGH SELF-PERFORMANCE— Capable of self-performing concrete, mechanical, and site work

WE ARE LOCAL— Our corporate HQ is in Sanford, only 20 minutes from the project site, and both of our Project Managers are Volusia County residents

ASK YOUR NEIGHBORS— We have provided similar CM services to Volusia County, Volusia County Schools, City of Eustis, City of Mount Dora, and others



TAB 1: INTRODUCTION

Wharton-Smith has been the Florida leader in similar CM projects since 1995. Simply put, we were executing similar projects before anyone else. In the past 27 years, we have continued to improve our CM delivery methods to provide the best value to our clients, maximize the collaborative process, and complete projects on time and within budget.

EXPERIENCE

VALUE— More than \$2 billion in Florida CMAR projects completed

FUNDING REQUIREMENTS— More than \$400 million of SRF funded projects in the past five years. We know the requirements!

PRE-STRESSED CLARIFIERS/BNRs WITH OVIVO EQUIPMENT— Three recent projects completed with Crom pre-stressed process tanks and Ovivo process equipment (see Tab 4)

SIMILAR UAB BUILDING PROJECTS— Completed 15+ projects with combined element of plant expansion and utility administration buildings

Another differentiator of our team is the thorough project plan we have developed for your project. This proposal demonstrates the significant time we have invested in learning your challenges and developing solutions to overcome those challenges. Our proposed team is available and ready to hit the ground running upon selection.

OUR PROJECT PLAN

COLLABORATION— Our plan includes full team integration including your design and engineering teams and plant operations staff

MANAGEMENT STRUCTURE— Single point of contact (Mike Alexakis, Project Director) will be supported by dedicated and experienced project managers leading their respective areas of expertise

COST CERTAINTY— Preliminary cost estimates for the wastewater expansion and Utilities Administration Building will give you reliable information to make informed decisions

COMPETITIVE BIDDING— We will get three competitive bids, where required, from proven performers regarding safety and quality

OWNER DIRECT PURCHASE— We have a proven process to save you tax costs while we carry the risk

SUSTAINABILITY— Our best practices learned on 20+ previous LEED projects will serve as the blueprint for this project

In summary, our team offers the City the unmatched qualifications, blended experience, and comprehensive project plan that your project requires for success. Our proposed staff has delivered key CM projects together for 15+ years. Our shared vision and project goals will enable us to function at a high level and provide the City of DeLand with open communication and the highest quality product. It is our mission to be your "**CONSTRUCTION GROUP OF CHOICE.**" Please consider this proposal as our offer to serve as your local community partner on this important project.

Sincerely,

Wharton-Smith, Inc.



Patrick J. Hewitt
Executive VP - Water



Nate Hillard
Principal in Charge



Mike Alexakis
Project Director

WHY US?

- ◇ Headquartered 20 minutes from project site
- ◇ 550+ Florida-based employees
- ◇ \$300M+ annual water/wastewater volume
- ◇ \$300M+ annual vertical construction volume
- ◇ 5 projects with Mead & Hunt
- ◇ 18 projects with SchenkelShultz
- ◇ 30+ wastewater expansion projects (last 15 years)
- ◇ 15+ Utility Administration Buildings (last 15 years)
- ◇ 50+ projects with Ovivo
- ◇ 50+ projects with Crom
- ◇ \$800M+ in Owner Direct Purchase

CORPORATE OFFICE:

Wharton-Smith
750 Monroe Road
Sanford, FL 32747
P: (407) 321-8410
E: malexakis@whartonsmith.com

PRIMARY CONTACT:

Mike Alexakis
Project Director
P: (407) 321-8410
E: malexakis@whartonsmith.com



TAB 2
ORGANIZATIONAL PROFILE
AND SUBCONTRACTORS

**TAB 2. ORGANIZATIONAL PROFILE
AND SUBCONTRACTORS**

TAB 2: ORGANIZATIONAL PROFILE



Nate Hillard, EIT
Principal in Charge

Responsibilities:

- ✓ Provide guidance to the project team throughout the life cycle of the project
- ✓ Serve as a liaison between City staff and our construction team
- ✓ Ensure our team delivers the project goals and objectives within budget
- ✓ Monitor compliance for overall project quality and safety standards

KEY PROJECT HIGHLIGHTS

KEY FACTS

20

years of experience

18

years with Wharton-Smith

40+

CMAR Projects

\$1B+

projects with Collaborative Delivery



Address

750 Monroe Road
Sanford, FL 32771



Education

BS, Civil Engineering,
University of Central Florida



Licenses & Certifications

Engineer in Training (EIT)
OSHA 40-Hour
CPR & First Aid

Qualification Projects

Volusia County, Deltona North Lift Station (\$5.7M, CMAR): Nate served as the **Principal in Charge** for the construction of the lift station and force main at the existing Deltona North Wastewater Treatment Plant. The force main was constructed from the proposed lift station and connected to an existing 12" diameter force main. Nate provided guidance and problem-solving advice to the preconstruction and construction teams to ensure successful project completion.

Jacksonville Energy Authority, Buckman WRF Expansion (\$200M, CMAR): Nate served as the **Principal in Charge** for the expansion and upgrades at the existing Buckman WRF. The work included demolition of existing structures and construction of a new biosolids facility. The new structures with the biosolids facility include a new two-story sludge thickening facility with new process equipment, polymer storage building, biological odor control system, process piping and ancillary systems. The project also involved Post Aerobic Digestion basins and associated diffusers, process blowers, aeration piping, chemical feed system, a new warehouse building, and new switchgear with necessary electrical and I&C upgrades.

City of Fort Myers, Central & South AWWTP Upgrades (\$45.4M, CMAR): Nate served as the **Principal in Charge** for the upgrades at the existing and active Central and South Advanced WWTPs. The project consisted of new main switchgear buildings, four new Tier 4 generators, electrical upgrades, replacement of MCCs, two new FPL transformers, HVAC equipment installations, controls upgrades in the Operations Building, installing a new Diesel Fuel Tank, and replacing power distribution wiring and conduit.

City of Orlando, Conserv I Improvements (\$90M, Design-Build): Nate is serving as the **Principal in Charge** for expansion and upgrades to the City of Orlando's Conserv I plant. The capacity is being expanded from 7.5 MGD to 10 MGD. Process changes will reduce effluent nutrient loading to 5/5/6. The specific scope of work includes a new pretreatment structure (with screens and grit removal), BNR aeration and baffle walls, two clarifier mechanisms, two new mono-media sand filters, chlorine contact tank expansion, effluent pump station modifications, and all associated electrical and controls. This project is SRF funded.

Bay Laurel Center CDD, North WRF (\$100M, CMAR): Nate is serving as the **Principal in Charge** for this greenfield 2.5 MGD advanced wastewater treatment facility. The project scope of work includes preliminary treatment (EQ, screens, and grit removal), aeration basins, secondary clarifiers, disc filters, chlorine contact tank, and biosolids dewatering. The project also includes a new operations building, 30,000 linear feet of off-site piping, and a master pump station.

- CMAR Delivery
- Active WWTP
- Volusia County Project
- SRF Funding

- CMAR Delivery
- Active WWTP
- Aeration Modifications
- Ovivo Equipment

- CMAR Delivery
- Active WWTPs
- Aeration Modifications
- Ovivo Equipment

- Progressive DB Delivery
- Active WWTP
- Ovivo Equipment
- BNR Rehabilitation
- SRF Funding

- CMAR Delivery
- Greenfield WRF
- Ovivo/Crom Equipment
- UAB Building
- SRF Funding

TAB 2: ORGANIZATIONAL PROFILE



Mike Alexakis,
DBIA, EIT
Project Director

Responsibilities:

- ✓ Ensure the project is completed on time and within budget
- ✓ Provide executive guidance and problem-solving advice to Project Managers
- ✓ Assist with staffing, outlining project plans, and setting project goals/deadlines
- ✓ Ensure project quality and performance meets City of DeLand's standards

KEY PROJECT HIGHLIGHTS

KEY FACTS

18

years of
experience

16

years with
Wharton-Smith

3

projects with
Crom BNR/
clarifiers

\$500M

of water/
wastewater project



Address

750 Monroe Road
Sanford, FL 32771



Education

BS, Civil
Engineering,
University of
Central Florida



Licenses & Certifications

Designated
Design-Build
Professional (DBIA)

Engineer in
Training (EIT)

FMI Project Manager
Academy

NPDES Certified
Stormwater
Inspector

Qualification Projects

Georgia Pacific, Foley WWTP Modifications (>\$120M, Design-Build): Mike served as the **Project Director** for the modifications and improvements at the existing Foley WWTP that included two submersible pumps, four-cell cooling tower, clarifier influent pump station, two 250' diameter clarifiers, RAS/WAS pump station, and relocation of aerators. He provided daily leadership in both preconstruction and construction by helping with constructability reviews, schedule development, value engineering, and site logistics. He also assisted with quality and cost control, and close-out. *(Final cost is confidential)*

Jacksonville Energy Authority, Buckman WRF Expansion (\$200M, CMAR): Mike served as the **Project Director** for the expansion and upgrades at the existing Buckman WRF. The work included demolition of existing structures and construction of a new biosolids facility. The new structures with the biosolids facility include a new two-story sludge thickening facility with new process equipment, polymer storage building, biological odor control system, process piping and ancillary systems. The project also involved Post Aerobic Digestion basins and associated diffusers, process blowers, aeration piping, chemical feed system, a new warehouse building, and new switchgear with necessary electrical and I&C upgrades.

St Johns County, Hastings WWTP Improvements (\$6.7M, Design-Build): Mike served as the **Project Director** providing oversight and guidance throughout the project duration, including assisting with the staffing efforts, resource management, constructability reviews, and project start-up, testing, and close-out. The project involved rehabilitation of an existing concrete surge tank with coatings and new submersible pumps, new advanced wastewater treatment 4-stage Bardenpho tank with blowers, diffusers, and mixers, rehabilitation of secondary clarifiers, upgrades to sludge holding tanks, improvements to the Operations Building, and associated electrical and instrumentation and controls upgrades.

Orange County, Hamlin WRF and Master Pump Station (\$110.6M, Hard Bid): Mike served as the **Project Director** providing executive guidance throughout the preconstruction and construction phases from kickoff to commissioning and warranty. He served as a liaison between the WS team and Orange County representatives ensuring the project was delivered meeting the goals and objectives within budget and schedule. The project included a new 5 MGD facility with a preliminary treatment structure with screening, grit removal, and odor control. The project also involved activated sludge treatment with BNR process and diffused aeration, process air blower system, secondary clarifier and splitter box, pump stations, chlorine contact tanks, chemical feed and storage systems, and a 5 million-gallon underground storage tank.

City of Orlando, Conserv I Improvements (\$90M, Design-Build): Mike is serving as the **Project Director** for expansion and upgrades to the City of Orlando's Conserv I plant. The capacity is being expanded from 7.5 MGD to 10 MGD. Process changes will reduce effluent nutrient loading to 5/5/6. The specific scope of work includes a new pretreatment structure (with screens and grit removal), BNR aeration and baffle walls, two clarifier mechanisms, two new mono-media sand filters, chlorine contact tank expansion, effluent pump station modifications, and all associated electrical and controls. This project is SRF funded.

- Design-Build Delivery
- Crom Clarifiers (250')
- Ovivo Equipment
- Active WWTF

- CMAR Delivery
- Active WWTP
- Aeration Modifications
- Ovivo Equipment

- Design-Build Delivery
- New BNR
- Ovivo Equipment
- Active WWTF

- Greenfield 5 MGD WRF
- New BNR & Clarifiers
- Ovivo Equipment
- UAB Building

- Progressive DB Delivery
- Active WWTP
- Ovivo Equipment
- BNR Rehabilitation
- SRF Funding

CITY OF DELAND



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TAB 2: ORGANIZATIONAL PROFILE



Scott Jamison, PE

**Project Manager
(Wastewater)**

Responsibilities:

- ✓ Facilitate subcontractor meetings and create/distribute meeting minutes
- ✓ Perform submittal reviews for compliance
- ✓ Communicate between WS, Mead & Hunt, and City of DeLand staff
- ✓ Coordinate and track material deliveries

KEY PROJECT HIGHLIGHTS

KEY FACTS

21

years of
experience

19

years with
Wharton-Smith

5

projects with
Ovivo Equipment

6

projects with
Crom Equipment



Address

750 Monroe Road
Sanford, FL 32771



Education

BS, Civil
Engineering,
University of
Central Florida



Licenses & Certifications

Professional
Engineer, State
of Florida
OSHA 30-Hour
Trenching &
Excavation
Fall Protection
Scaffolding
Confined Space

Qualification Projects

Polk County Utilities, NE Regional WWTF Expansion (\$32.2M, CMAR): Scott served as the **Project Manager** for the expansion of the existing NE Regional WWTF. The project included a new BNR reactor, sludge digester tank, force main piping, and on-site lift station. Key upgrades consisted of replacing the headworks, deep bed filter, RAS/WAS, return pump station, as well as state-of-the-art electrical and instrumentation and controls improvements. Scott provided oversight and guidance throughout project duration, including assisting with staffing efforts, resource management, constructability reviews, and project start-up, testing, & close-out

City of Altamonte Springs, Regional WRF Headworks Improvements (\$10.8M, CMAR): Scott served as the **Project Manager** for the improvements at the existing NE Regional WRF. The work included replacement of the influent screening and pump station, grit removal, and odor control equipment. The headworks improvements required expansion and upgrading of the existing power distribution and electrical buildings, as well as installation of an on-site gravity sewer system and interconnecting piping between the new structures and existing tanks. Scott provided guidance and problem-solving advice to the preconstruction and construction teams to ensure successful project completion.

Seminole County, Southeast Regional WTP Upgrades (\$23.2M, CMAR): Scott served as the **Assistant Project Manager** by facilitating subcontractor meetings, submittal reviews for compliance, communicating with the engineer staff, and coordinating and tracking deliveries. The upgrades project involved construction of a new electrical building, modifications to the existing Administration/Operations building, storage building, liquid oxygen storage and feed system, ozone generation building, side stream injection system, ozone dissipation chamber, transfer pump station, granulated activated carbon filter system, sodium hypochlorite facility, and electrical and instrumentation upgrades.

Volusia County, Deltona North Lift Station (\$5.7M, CMAR): Scott served as the **Project Manager** for the construction of the lift station and force main at the existing Deltona North Wastewater Treatment Plant. The force main was constructed from the proposed lift station and connected to an existing 12" diameter force main. Scott provided guidance and problem-solving advice to the preconstruction and construction teams to ensure successful project completion.

Florida Keys Aqueduct Authority, J. Robert Dean WTP RO Expansion (\$25M, Hard Bid): Scott served as the **Assistant Project Manager** for the construction for the expansion of the existing J. Robert Dean WTP to add a reverse osmosis facility. The expansion increased the plant's capacity by 6 MGD and provided additional improvements including a new 10,500-SF RO Building, four 1.5 MGD RO Trains, five 500-HP RO feed pumps, chemical storage and feed systems, and a new transfer pump station with sodium hypochlorite and sodium hydroxide. The project also included a new electrical building and associated piping and utilities improvements.

- CMAR Delivery
- Active WRF Expansion
- Ovivo Equipment
- Crom Tanks
- New BNR

- CMAR Delivery
- Active WRF Expansion
- BNR Improvements
- Local Project

- CMAR Delivery
- Active WTP Expansion
- Local Project
- UAB Building Rehab

- CMAR Delivery
- Active WWTP
- Volusia County Project
- SRF Funding

- Active WTP
- Florida Project
- New Buildings

TAB 2: ORGANIZATIONAL PROFILE



Chris Lewis, CBC

**Project Manager
(UAB)**

Responsibilities:

- ✓ Facilitate subcontractor meetings and create/distribute meeting minutes
- ✓ Perform submittal reviews for compliance
- ✓ Communicate between WS, SchenkelShultz, and City of DeLand staff
- ✓ Coordinate and track material deliveries

KEY PROJECT HIGHLIGHTS

KEY FACTS

18

years of
experience

5

years with
Wharton-Smith

20+

projects

18

years as
DeLand resident



Address

750 Monroe Road
Sanford, FL 32771



Education

BS, Construction
Management,
Everglades
University



Licenses & Certifications

Certified Building
Contractor, State
of Florida
OSHA 30-Hour
Trenching &
Excavation
Fall Protection
Scaffolding
Confined Space

Qualification Projects

Volusia County Schools, Pine Ridge High School (\$1.8M, CMAR):

Chris served as the **Project Manager** for a facility renewal project at Pine Ridge High School Buildings 6 & 7 for Volusia County Schools. The project consisted of HVAC system replacements, ceiling replacements, and upgrading of light fixtures to LED fixtures. The project occurred on an active, occupied school campus and had no interruptions to the daily activities of the school.

Volusia County, Medical Examiner's Office (\$15M, Design-Build):

Chris is serving as the **Project Manager** for construction of the District 7 Medical Examiner's Office in Volusia County. The project involves construction of a medical examiner's facility and related site improvements including a secure, multi-building campus, parking lots, loading docks, and mobile coolers. The building was designed by SchenkelShultz Architects and will be constructed with LEED Silver Certification.

***Belk Department Store (Greenville, South Carolina):** Chris served as the **Project Manager** for construction of a Belk Department store in a heavily-trafficked area at the Haywood Mall in Greenville, SC. The project consisted of installing new waterproofing at the exterior walls to 20-feet below grade, major excavation, exterior facelifting including EIFS and vestibules, landscaping and irrigation work, and pavement upgrades. The project was completed while the store remained open with strategic routes developed for vehicle ingress and egress, as well as pedestrian traffic routes.

** individual experience*

***Belk Department Store (Jacksonville, Florida):** Chris served as the **Project Manager** for the vertical construction of a 100,000-SF department store in Jacksonville, FL. The building features tilt-up walls, a steel roof structure, decorative stone exterior walls covering, and high-end finishes.

** individual experience*

Brevard Public Schools, Challenger 7 Elementary Facility

Renewal (\$3.2M, CMAR): Chris served as the **Project Manager** for the Challenger 7 Elementary School Facility Renewal project for Brevard Public Schools. The facility renewal consisted of fencing and access gate improvements, as well as upgrades to the fire alarm, HVAC, and electrical systems.

Brevard Public Schools, District-Wide Security Upgrades (\$6M, Design-Build):

Chris served as the **Project Manager** by facilitating subcontractor meetings, submittal reviews for compliance, communicating with the engineer staff, and coordinating and tracking deliveries. The project included security upgrades at over 80 schools across the District. The security upgrades involved fencing and door hardware installations, Administration Building renovations, and security camera additions. The Administration Building upgrades included access control equipment, ADA compliance, and hard-wired push button and remote release buttons.

- CMAR Delivery
- Municipal Project
- Active/Occupied Site
- Volusia County Project
- Design-Build Delivery
- SchenkelShultz Design
- Municipal Project
- LEED Silver Design
- Volusia County Project

- Active Site
- Multi-Phased
- High Visibility

- Vertical Construction
- Active Site
- High-End Finishes

- CMAR Delivery
- Active/Occupied Site
- Municipal Project
- Local Project

- Design-Build Delivery
- Active/Occupied Site
- Municipal Project
- Local Project

TAB 2: ORGANIZATIONAL PROFILE



Bill McMullen

**Superintendent
(Wastewater)**

Responsibilities:

- ✓ Supervise and coordinate day to day activities
- ✓ Perform safety inspections and create daily reports
- ✓ Generate three-week look-ahead schedules and coordinate deliveries
- ✓ Ensure labor and equipment resources are adequate

KEY PROJECT HIGHLIGHTS

KEY FACTS

39

years of
experience

37

years with
Wharton-Smith

5

new BNRs
installed

6

new clarifiers
installed



Address

750 Monroe Road
Sanford, FL 32771



Licenses & Certifications

OSHA 10-Hour

Trenching &
Excavation

Fall Protection

Scaffolding

Confined Space

Rigging

Certified Backhoe
Operator

FDEP Stormwater
Inspector

Qualification Projects

Seminole County, Greenwood Reclaim Plant Improvements

(\$12.5M, Hard Bid): Bill served as the **Superintendent** for upgrades to the existing Greenwood WRF including additions and re-roofing of the Administration/Operations Building, pre-treatment improvements, conversion of existing Dravo Ring Steel Plant, aeration basin and clarifiers improvements, deep bed filtration system, and electrical building and emergency generator improvements. Bill supervised and coordinated day to day activities of both WS and subcontractor employees, generated three-week look-ahead schedules for production planning, and coordinated deliveries.

Volusia County, Deltona North Lift Station (\$5.7M, CMAR):

Bill served as the **Superintendent** for the construction of the lift station and force main at the existing Deltona North Wastewater Treatment Plant. The force main was constructed from the proposed lift station and connected to an existing 12" diameter force main. Bill performed safety inspections, generated daily reports, reviewed storage and installation requirements, ensured project quality throughout the duration of construction, and assisted with start-up, testing, and close-out.

St. Johns County, Player's Club WRF (\$27M, Design-Build):

Bill served as the **Superintendent** by for the upgrades project at the existing Player's Club WRF for St. Johns County. The upgrades project involved construction of a new electrical building, modifications to the existing Administration/Operations building, storage building, liquid oxygen storage and feed system, ozone generation building, side stream injection system, ozone dissipation chamber, transfer pump station, granulated activated carbon filter system, sodium hypochlorite facility, and electrical and instrumentation upgrades.

Clay County Utility Authority, Fleming Island WWTF Expansion

(\$6.3M, Hard Bid): Bill is serving as the **Superintendent** for the Fleming Island WWTF Expansion project for the Clay County Utility Authority. This expansion project includes constructing and installing below-grade piping, site work, concrete tanks, equipment, and miscellaneous metals, as well as relocating odor control equipment, installing new MCC in the existing electrical building, and replacing generators and effluent weir gates.

Toho Water Authority, Cypress West WRF Expansion (\$23.4M,

CMAR): Bill served as the **Superintendent** for the expansion of the Cypress West WRF for the Toho Water Authority. The CMAR expansion project included construction of two 7.5 MGD, 170-foot diameter ground storage tanks, concrete chlorine contact chamber, reclaimed pump station, new electrical building, and new generators with associated piping, electrical, and instrumentation and controls upgrades.

- Active WWTP
- Ovivo Equipment
- Clarifier & BNR Rehab
- Local Project

- CMAR Delivery
- Active WWTP
- Volusia County Project
- SRF Funding

- UAB Building
- Aeration & Clarifiers
- Ovivo Equipment
- Local Project

- Active WWTF Expansion
- Ovivo Equipment
- Crom Aeration Basin
- Similar Project Team

- CMAR Delivery
- Active WRF
- Ovivo Equipment
- Crom Tanks
- Local Project

TAB 2 ORGANIZATIONAL PROFILE



Brad Buffington

Superintendent
(UAB)

Responsibilities:

- ✓ Supervise and coordinate day to day activities
- ✓ Perform safety inspections and create daily reports
- ✓ Generate three-week look-ahead schedules and coordinate deliveries
- ✓ Ensure labor and equipment resources are adequate

KEY PROJECT HIGHLIGHTS

KEY FACTS

19

years of
experience

16

years with
Wharton-Smith

25+

projects

20

CMAR projects



Address

750 Monroe Road
Sanford, FL 32771



Education

AA, Polk State
College

Licenses & Certifications



OSHA 10-Hour

Trenching

Fall Protection

Scaffolding

Confined Space

Rigging

HAZCOM

MOT

CPR & First Aid

Qualification Projects

City of Sanford, Sanford Public Safety Building (\$16.5M, CMAR):

Brad served as the **Superintendent** for the construction of a two-story, 75,000-SF Public Safety Complex. The work included site clearing and preparation, excavation, grading, underground utilities, concrete and asphalt paving, secondary structures, security chain fencing, controlled sliding entry gates, landscaping and irrigation, and site lighting. The complex houses the police department and a fire station with living quarters, administrative areas, and an Emergency Operations Center.

City of Haines City, Bethune Neighborhood Center (\$3.5M, CMAR):

Brad served as the **Superintendent** for the construction of an Assembly Building, gymnasium, auditorium, and senior center at the Bethune Neighborhood Center. The project included a new asphalt parking lot, sanitary storm system, and water piping system.

Seminole County, Justice Center Annex (\$65.6M, Design-Build):

Brad is serving as the **Superintendent** for the addition and renovation of the existing Justice Center for Seminole County. The project involves construction of a five-story parking garage with associated parking lot renovation, a new 4,400-ton chiller plant, maintenance shop areas and office spaces, a 105,000-SF annex building, and campus-wide utility upgrades.

Orange County Public Schools, Oak Ridge High School Replacement (\$54M, CMAR):

Brad served as the **Superintendent** for the replacement of Oak Ridge High School for Orange County Public Schools. The replacement scope consisted of a new Administration Building, gymnasium, three-story classroom, media center, auditorium, field house, as well as parking lot improvements, walkways, site work, retention areas, and required utilities upgrades.

Osceola County, Overstreet Fire Station #64 (\$4.5M, CMAR):

Brad served as the **Superintendent** for the construction of the new Overstreet Fire Station #64. The scope consisted of construction of a new four-bay, tilt-wall fire station with living quarters, a kitchen, agility room, decontamination room, and storage spaces. The station had over 7,000 square feet of concrete with wire mesh and fiber. The project also included a community room, hardscape and landscape, underground utilities, and site work.

Osceola County, BVL Fire Station #62 and Infantry Park (\$5.3M, CMAR):

Brad served as the **Superintendent** for the construction of the new BVL Fire Station and Infantry Park. The building is approximately 12,500 square feet and includes four bays, living quarters, a kitchen, decontamination room, and recreational room. The project also included associated asphalt pavement work, site work, and utilities upgrades.

- CMAR Delivery
- Municipal Project
- Administrative Offices
- Local Project

- CMAR Delivery
- Administrative Offices
- Municipal Project
- Utilities Upgrades

- Municipal Project
- Administrative Offices
- Active/Occupied Site
- Utilities Upgrades

- CMAR Delivery
- Administrative Building
- Municipal Project
- Utilities Upgrades

- CMAR Delivery
- Municipal Project
- Utilities Upgrades

- CMAR Delivery
- Municipal Project
- Utilities Upgrades

TAB 2: ORGANIZATIONAL PROFILE



Dwayne Kreidler,
PE

**Preconstruction Manager
(Wastewater)**

Responsibilities:

- ✓ Coordinate preconstruction activities with WS, Mead & Hunt, and City staff
- ✓ Assist with constructability reviews and subcontractor bid package preparation
- ✓ Lead preconstruction staff from initial design review to GMP development
- ✓ Generate value engineering and cost analysis options for the project

KEY PROJECT HIGHLIGHTS

KEY FACTS

27

years of
experience

<1

year with
Wharton-Smith

5

BNR Alternative
Delivery projects

\$300M

of water/
wastewater projects



Address

750 Monroe Road
Sanford, FL 32771



Education

BS, Environmental
Engineering,
University of
Central Florida



Licenses & Certifications

Professional
Engineer, State
of Florida

Qualification Projects

City of Leesburg, Turnpike WWTF Improvements (\$21.6M, CMAR): Dwayne is serving as the **Preconstruction Manager** for Phase 2 of the City of Leesburg Turnpike WWTF Improvements project. The project involves modifications to the existing preliminary treatment structure, two new sequencing batch reactors (for a total of six), aeration system modifications, modifications to the decant pump station, new disk filter unit, new chlorine contact tank, upgrades to the effluent transfer pump station, and upgrades to the biosolids management and dewatering facilities.

***Pasco County, Wesley Center WRF Upgrades:** Dwayne served as the **Project Manager and Engineer of Record** for the expansion of the Wesley Center WRF for Pasco County. The upgrades and improvements project included a new preliminary treatment structure with a dual screening and grit collection system, fine-bubble diffuser system in the existing biological reactors, aeration blowers with control systems, chlorine contact tanks with an adjacent effluent transfer station, filter backwash system, mudwell pump station, sodium hypochlorite facility with storage and pumping, and dewatering system improvements. The project increased the capacity of the plant from 6 MGD to 9 MGD.

** individual experience*

***Jacksonville Energy Authority, Buckman Street WWTF Disinfection Improvements (CMAR):** Dwayne served as the **Project Manager** for the disinfection system improvements at the Buckman Street WWTF. The project included evaluation, design, permitting, and subsequent replacement of an existing medium pressure UV system with a LPHO system on a 52.5 MGD (average) to 157.5 MGD (peak) flow design. This effort included design upgrades to the overall system hydraulics and improvements to the electrical and instrumentation system.

** individual experience*

***Toho Water Authority, South Bermuda WRF Upgrades (CMAR):** Dwayne served as the **Project Manager** for the design and construction of facility improvements and upgrades of the South Bermuda WRF. The improvements at the facility included a new grit collection structure and equipment, upgrades to the return and waste sludge pumping systems, miscellaneous electrical and instrumentation upgrades.

** individual experience*

- CMAR Delivery
- Active WWTF
- WWTF Expansion
- New BNR
- Local Project

- Active WWTF
- WWTF Expansion
- Aeration
- BNR Rehabilitation

- CMAR Delivery
- Active WWTF
- WWTF Expansion
- Local Project

- CMAR Delivery
- Active WWTF
- WWTF Expansion
- Local Project

TAB 2: ORGANIZATIONAL PROFILE



Andy Duthie

**Preconstruction Manager
(UAB)**

Responsibilities:

- ✓ Coordinate preconstruction activities with WS, SchenkelShultz, and City staff
- ✓ Assist with constructability reviews and subcontractor bid package preparation
- ✓ Lead preconstruction staff from initial design review to GMP development
- ✓ Generate value engineering and cost analysis options for the project

KEY PROJECT HIGHLIGHTS

KEY FACTS

35

years of
experience

5

years with
Wharton-Smith

30+

years of construction
estimating

\$1.5B+

of vertical construction
estimating



Address

750 Monroe Road
Sanford, FL 32771



Education

BS, Construction
Engineering
Management,
Fanshawe College

Qualification Projects

City of Tavares, Tavares Public Safety Complex (\$13.7M, Hard Bid): Andy served as the **Preconstruction Manager** for the construction of a new two-story, 38,500-SF Public Safety Complex for the City of Tavares. The new complex was built to replace the undersized and outdated facility. The complex includes a fire station, police station, and emergency operations center with administrative offices, break rooms, community rooms, and a command center. The project also involved asphalt-paved parking lots, security fencing, and motorized entry gates.

City of Ocoee, Ocoee City Hall (\$17.3M, Design-Build): Andy served as the **Preconstruction Manager** for the construction of a new City Hall complex for the City of Ocoee. The project is currently in the construction phase and consists of a three-story, 46,000-SF building with office spaces, commission chambers, conference/press rooms, administration offices, break rooms, restrooms, and a central lobby area. The project will serve as the location for several of the City's departments.

Seminole County, Justice Center Annex (\$65.6M, Design-Build): Andy served as the **Preconstruction Manager** for the addition and renovation of the existing Justice Center for Seminole County. The project involves construction of a five-story parking garage with associated parking lot renovation, a new 4,400-ton chiller plant, maintenance shop areas and office spaces, a 105,000-SF annex building, and campus-wide utility upgrades.

City of Casselberry, Public Works Improvements (\$15.4M, CMAR): Andy is serving as the **Preconstruction Manager** for the Public Works Improvements project for the City of Casselberry. The scope of work involves phased demolition and renovation of existing Public Works facilities including an Administration Building, warehouse/fleet maintenance building, new asphalt paving and driveways, new chemical storage building, dumpster enclosure, fencing, and all necessary site and building utilities upgrades. The project also includes replacing the existing SCADA antenna and relocating the existing 14,000-gallon fuel tanks and pumps.

Orange County Public Schools, Horizon High School (\$94M, CMAR): Andy served as the **Preconstruction Manager** for the new Horizon High School for Orange County Public Schools. For this CMAR project, he led WS's preconstruction team to work with SchenkelShultz Architects and OCPs staff through development of the GMP. The project consists of a new multi-story prototype high school with administrative offices, media center, gymnasium, academic buildings, cafeteria, auditorium, athletic facilities, as well as associated site work, parking lots, and underground utilities. This project was designed by SchenkelShultz Architects.

Seminole County Public Schools, Pine Crest Elementary School (\$19M, CMAR): Andy served as the **Preconstruction Manager** for the new Pine Crest Elementary School for Seminole County Public Schools. For this CMAR project, he led WS's preconstruction team to work with the architect and SCPS staff through development of the GMP. The project consists of a new 105,000-SF, two-story school located on the same property as the existing elementary school. Other buildings on the existing campus were demolished and remodeled. Site improvements included new parking lots, retention areas, walkways, and utilities.

- Municipal Project
- Administrative Offices
- Local Project

- Municipal Project
- Administrative Offices
- Design-Build Delivery
- Local Project

- Municipal Project
- Administrative Offices
- Active/Occupied Site
- Utilities Upgrades

- CMAR Delivery
- Administrative Building
- Utilities Upgrades
- Municipal Project

- CMAR Delivery
- SchenkelShultz Design
- Administrative Offices
- Utilities Upgrades

- CMAR Delivery
- Administrative Offices
- Active/Occupied Site
- Local Project

TAB 2: ORGANIZATIONAL PROFILE



ANDREW LANPHIER

PROJECT ENGINEER - WASTEWATER

ADDRESS: 750 Monroe Rd., Sanford, FL 32771

EXPERIENCE: 15 years (total) | 5 years (WS)

EDUCATION: BS, Construction Technology, Seminole State College of Florida

ROLE: Andrew will be responsible for facilitating subcontractor meetings, creating weekly meeting minutes, coordinating and tracking material deliveries, and communicating with Mead & Hunt staff.

EXPERIENCE SUMMARY:

Andrew has 15 years of construction experience. In his 5 years at WS, Andrew has been involved with more than 8 projects, including improvements at several Central Florida wastewater plants. Recently, Andrew has served as Project Engineer on the Volusia County Deltona North Lift Station and St. Johns County Utilities Department Player's Club WRF Expansion projects.



SEAN GROGAN

PROJECT ENGINEER - UAB

ADDRESS: 750 Monroe Rd., Sanford, FL 32771

EXPERIENCE: 6 years (total) | 5 years (WS)

EDUCATION: BS, Industrial Engineering, University of Central Florida

ROLE: Sean will be responsible for facilitating subcontractor meetings, creating weekly meeting minutes, coordinating and tracking material deliveries, and communicating with SchenkelShultz staff.

EXPERIENCE SUMMARY:

Sean has 6 years of construction experience. In his 5 years at WS, Sean has been involved with more than 7 projects, including building addition/improvements projects for many municipalities. Recently, Sean has been a Project Engineer on the Seminole County Justice Center Annex & Juvenile Center, and the Lake Pointe Academy for Lake County Schools projects.



CHRIS GAYNER, PE

QUALITY CONTROL MANAGER

ADDRESS: 750 Monroe Rd., Sanford, FL 32771

EXPERIENCE: 31 years (total) | 23 years (WS)

EDUCATION: BS, Electrical Engineering, Ohio University

ROLE: Chris will be responsible for overall project quality control including coordinating pre-job planning meetings, production planning, and reviewing work in place to ensure it meets your standards for quality.

EXPERIENCE SUMMARY:

Chris has 31 years construction experience including 23 years at WS. Chris has been a full-time Quality Control Manager for more than a decade, focused on ensuring that projects are constructed to meet and exceed quality standards. He has **overseen nearly every water/wastewater and vertical construction project** at WS over the last ten years.



GILBERT ORCASITAS, CHST

SAFETY MANAGER

ADDRESS: 750 Monroe Rd., Sanford, FL 32771

EXPERIENCE: 39 years (total) | 25 years (WS)

CERTIFICATIONS: Gilbert is a certified Construction Health and Safety Technician (CHST).

ROLE: Gilbert will oversee all safety measures for the project. He will create a site-specific safety plan, conduct safety meetings and audits, and ensure safe practices by all involved project team members.

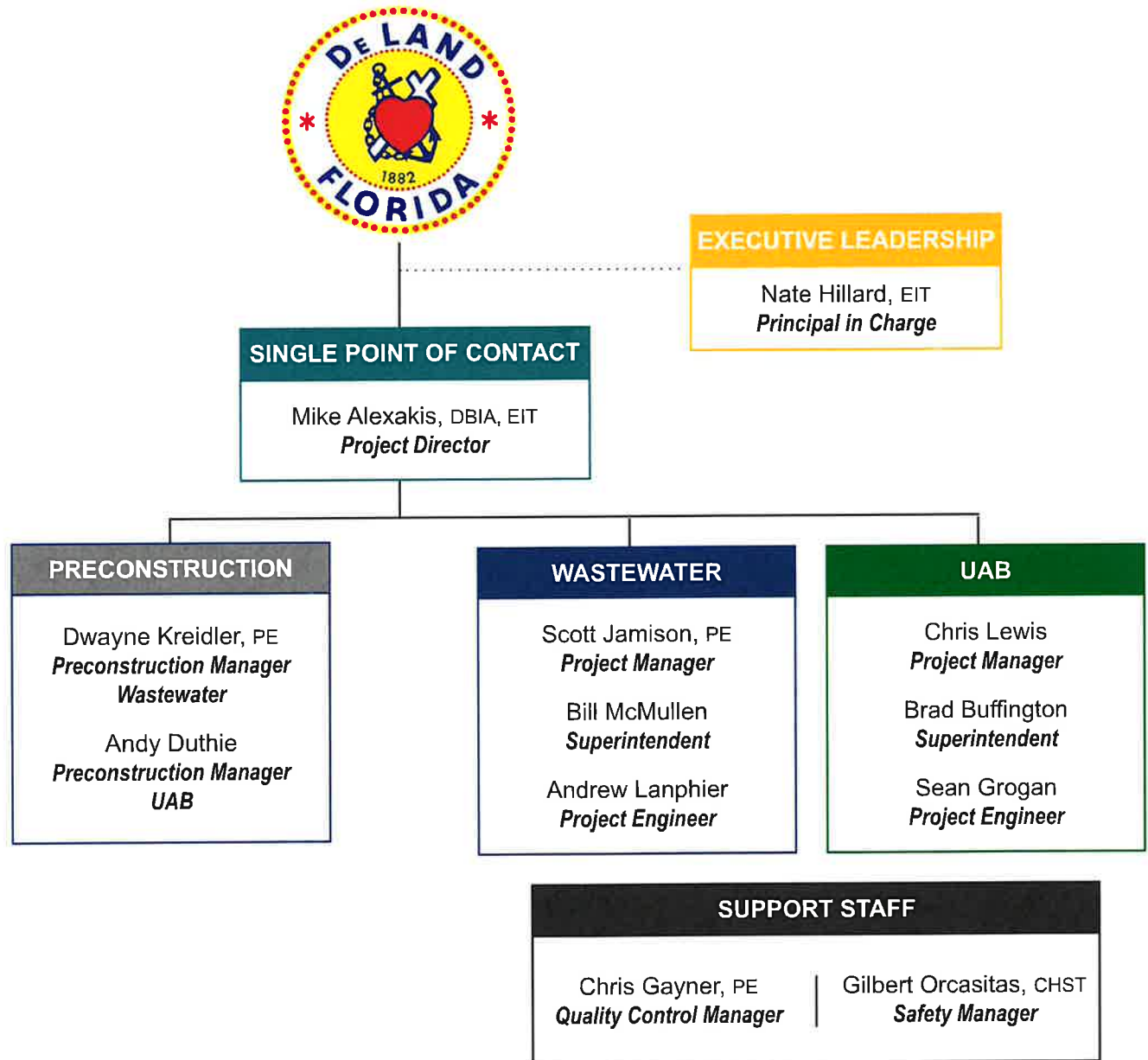
EXPERIENCE SUMMARY:

Chris has 39 years construction experience including 25 years at WS. Gilbert currently serves as WS's Corporate Safety Manager guiding a department of more than ten full-time safety personnel. He has **overseen nearly every water/wastewater and vertical construction project** at WS over the last fifteen years.

TAB 2: ORGANIZATIONAL PROFILE

iv. Graphical illustration of the service delivery structure.

Wharton-Smith has provided the organizational chart below which depicts staff assigned to the Public Service Department Campus Improvements project. Each key staff member has been selected based on their technical expertise, CMAR experience, and availability for this project. Our proposed **Project Director, Mike Alexakis, will serve as your single point of contact**, and is supported by dedicated and experienced project managers leading their respective areas of expertise. The team shown below consists of personnel from both our Water/Wastewater and Vertical Construction divisions to provide the most qualified team for this important project.



TAB 3 PROJECT APPROACH

TAB 3. PROJECT APPROACH

TAB 3: PROJECT APPROACH

i. Respondent shall explain their internal process for ensuring quality of complete construction work, real time vs. substantial punch list. (Cite a specific project example)

HOW WILL WE CONTROL QUALITY OF CONSTRUCTION?

BY IMPLEMENTING A QA/QC PROGRAM THAT STARTS ON DAY ONE

Wharton-Smith has an in-house department that is dedicated solely to quality control. The focus on quality control must begin during the preconstruction phase. The development of the select bidders list for the City's project is a critical first step in our focus on quality. This allows Wharton-Smith and the City of DeLand to invite to bid only those subcontractors and suppliers who are capable and willing to provide the quality product that meets our joint expectations.

As the project transitions into construction, pre-task planning is a critical step for all field activities. In these meetings, our goal is to reach a common understanding with our subcontractors and suppliers regarding project requirements for:

- ✓ Wharton-Smith's expectations for aesthetic quality
- ✓ Conformance with Mead & Hunt's and SchenkelShultz's quality standards
- ✓ Conformance with City of DeLand's quality standards

We employ a Preconstruction Production Planning system to ensure high quality execution. Preconstruction Production Planning is a process of identifying critical activities and major "chunks" of work six weeks in advance. All activities are tracked on the planning room white board. As we move forward to construction and begin executing our work plans, we maintain a target on quality and productivity. This system ensures critical items are completed right the first time. As we complete the work, our goal on every project is to have no punch list! **We work toward this goal by proactively self-inspecting and correcting our work long before we present the work to you as a finished product.**

ASK YOUR NEIGHBORS...

Wharton-Smith's collaborative delivery client list is filled with your neighbors, including the City of Daytona Beach, Volusia County Utilities, Volusia County Schools, City of Eustis, City of Mount Dora and others. **They can attest to the effort we put toward quality construction!**

PROJECT EXAMPLE

SW Regional WRF Biological Nutrient Removal

Volusia County, FL

Overview: Wharton-Smith was the selected general contractor for a \$12.1 M, 1.5 MGD expansion of Volusia County's Southwest Regional WRF in DeBary, FL.

Challenge: Volusia County needed the facility completed as soon as possible. It was important that a lingering punch list did not extend our time on site which would have delayed facility turnover.

Solution: Our project team and quality control department self-inspected the project and created and corrected our own punch list items. At the time of substantial completion, the County and the engineer found very few items for correction.



TAB 3: PROJECT APPROACH

ii. Respondent shall describe their secure/confidential document control protocol. Include project examples where document control was implemented and describe means and methods utilized.

HOW WILL WE CONTROL SECURE/CONFIDENTIAL DOCUMENTS? BY UTILIZING INDUSTRY-LEADING APPLICATIONS

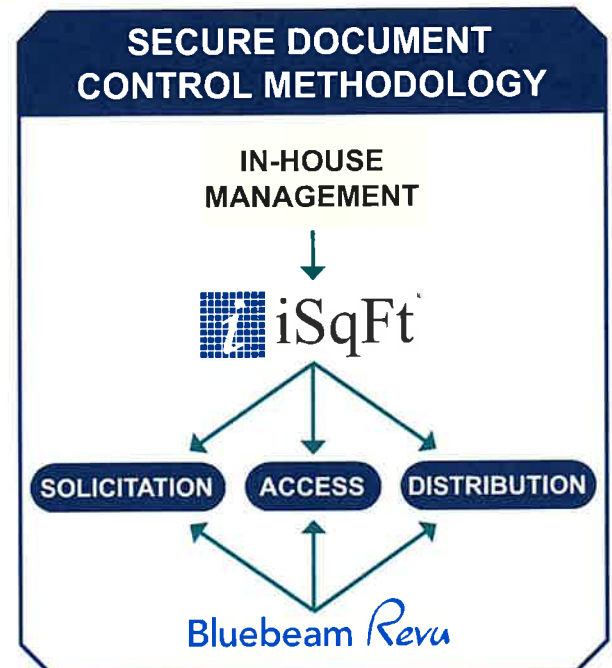
Safeguarding project documents is a priority at Wharton-Smith to ensure a security threat does not occur. Our first step to ensuring documents are securely managed is to appoint a single point of contact for all confidential materials. **Mike Alexakis, Project Director**, will be that single point of contact and ensure that all bidders requesting access to documents are prequalified and have executed a non-disclosure agreement (NDA) before being granted access to documents via our controlled distribution platform, **iSqFt**.

iSqFt is a server network with industry-leading security systems and firewalls, which will be used by Mike to post documents including design documents, photos, reports, maps, drawings, specifications, and construction documents. By utilizing iSqFt, all materials within the database will be secure as access is controlled by Mike. He decides which bidders can see specific documents and for whom certain documents are hidden. Mike will be notified when each bidder accesses specific documents. All documents within the database will be "watermarked" with the bidders' company name on every sheet, and access to them will require an exclusive password generated individually for each bidder. Parameters will be set to have the password expire after the bid date. Utilizing this control methodology supports our effort in maintaining the security of project documents.

Subcontractors who are selected to perform work will be required to sign another NDA before having access to iSqFt and Bluebeam Revu platforms during construction. Mike will manage the construction documents (photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, RFI's, etc.) from Notice to Proceed through warranty.

Wharton-Smith's secure document control methodology was utilized on the following projects:

SeaWorld® Manta Ray Roller Coaster	Volusia County Office of the Medical Examiner
Busch Gardens® Timbuktu Renovation	Universal Studios® Project 27 General Construction
SeaWorld® Sea Lion & Otter Renovation	Universal Studios® Project 533 Early Foundations
SeaWorld® Pool A Renovations	Universal Studios® Project 611 Foundation Repairs
SeaWorld® Dolphin Nursery	Atlantic Sapphire Miami Bluehouse



TAB 3: PROJECT APPROACH

iii. Respondent shall compare/contrast their preconstruction cost estimating methods vs. actual subcontractor bids. (Cite a specific project example)

HOW WILL WE GIVE YOU COST CERTAINTY?

BY PROVIDING RELIABLE COST DATA SO YOU CAN MAKE INFORMED DECISIONS

It will be critical that you have reliable cost information as you finalize your State Revolving Fund (SRF) loan amounts. Our team will continually update the cost model as we work through our technical memorandum and workshops so we can make decisions together that impact the price. Wharton-Smith still bids hard bid project throughout the state of Florida, which gives us a unique ability to provide you with real-word cost data from the earliest design milestones.



30% DESIGN COST ESTIMATE (WWTP ONLY)

Our experience with design-build and CMAR projects enables us to estimate what isn't yet shown in the drawings at this design milestone. Our experienced in-house preconstruction staff will estimate all the mechanical, concrete, and site work based on the site layout provided by Mead & Hunt. We will rely on our electrical and integration industry partners to help with those portions of the cost estimate.



60% DESIGN COST ESTIMATE

Our estimators will perform detailed takeoffs on all trades. Adequate contingency and allowances are carried for design items still unknown or lacking detail. General conditions and fees are adjusted based on the project schedule. A partial GMP for only long lead equipment, such as clarifiers and aeration, as well as early work activities can be provided at this design milestone to create schedule gains.

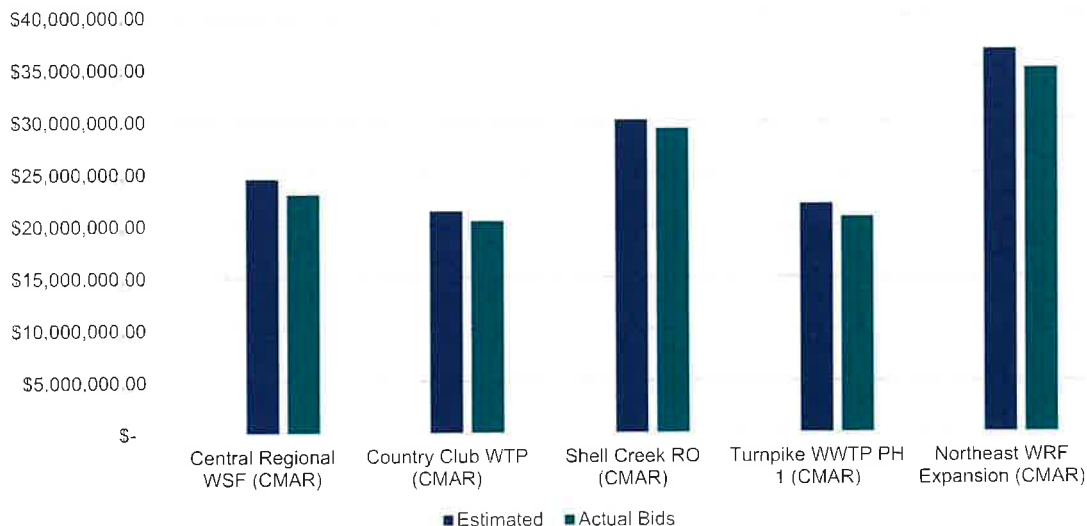


100% DESIGN COST ESTIMATE (GMP)

Wharton-Smith issues competitive bid packages to subcontractors and suppliers including detailed scopes of work, bid forms, and instructions to bidders. The bids are received, reviewed, and recommendations of award are made for the City to confirm. General conditions and fees are also finalized at this milestone. All GMP bids and documents are provided to the City for full transparency.

WE DEFINE COST CERTAINTY AS KNOWING WHAT YOUR PROJECT WILL COST LONG BEFORE THE DESIGN IS COMPLETE

Recent Examples of Cost Certainty



TAB 3: PROJECT APPROACH

HOW WILL WE MEET YOUR BUDGET?

BY PROTECTING YOUR PROJECT'S FUNDING

Wharton-Smith is well-versed in the procedures required by the Florida Department of Environmental Protection (FDEP) for SRF loans and FDEP grants. We will serve as the City's guide throughout the funding process. From establishing the initial project funding through bidding and into construction, we will work with the City and Mead & Hunt to manage the project cost within budget. Our open-book bidding policy is critical to the transparency required through the funding process. Our open-book bidding process is well-developed with over 27 years of CMAR project experience.

Over the past five years, we have constructed SRF Funding projects totaling more than \$400 million. We understand how to operate within the guidelines of SRF provisions regarding the American Iron and Steel (AIS) Act, the Davis-Bacon Act, and Certified Payroll.

PROJECTS FUNDED BY SRF LOANS (PAST 5 YEARS)

PROJECT	DELIVERY METHOD	FLORIDA OWNER	COST (\$ MIL.)
East WTP	Design-Build	City of Miramar	33.6
Player's Club WRF	Hard Bid	St. Johns County	32.9
Shell Creek WTP	CMAR	City of Punta Gorda	29.2
Three Oaks WRF	CMAR	City of Fort Myers	28.2
Southwest WRF	Hard Bid	Citrus County	24.5
Deltona North PS	CMAR	Volusia County	5.7
North WRF	CMAR	Bay Laurel Center CDD	112.0
WWTP #1	CMAR	City of Mount Dora	18.0
Westside WRF	Design-Build	City of Daytona Beach	25.0
Conserv I	Design-Build	City of Orlando	92.0

HOW WILL WE MEET YOUR BUDGET?

BY MAXIMIZING TAX SAVINGS THROUGH OWNER DIRECT PURCHASE

For the City of DeLand Public Service Department Campus Improvements project, we have identified more than \$7 million in process equipment that can be purchased through Owner Direct Purchases (ODP) providing the City with more than \$350,000 in sales tax savings!

All process equipment will be purchased during our GMP bid process. Through an Owner Direct Purchase program, you are not subject to tax costs. We understand the importance of saving our clients tax costs while we maintain all the risk for equipment deliveries on the project.

OWNER DIRECT PURCHASE STATS

Over the past 20 years, we have managed

\$800M

in Owner Direct Purchases providing our clients over



\$48M

in tax savings!

RECENT ODP SUCCESSES

PROJECT	FLORIDA OWNER	ODP (\$ MIL.)
Southeast Regional WTP	Seminole County	10.4
Country Club WTP	Seminole County	6.4
Markham Regional	Seminole County	7.5
Tarpon Springs AWS	City of Tarpon Springs	14.1
St. Pete SWWRF	City of St. Petersburg	9.0
Central & South AWWTF	City of Fort Myers	9.4
Miramar East WTP	City of Miramar	6.5
Southside WWTP	City of St. Cloud	8.3
Player's Club WRF	St. Johns County	5.8



TAB 3: PROJECT APPROACH

iv. Respondent shall describe innovative construction materials/methods from one of their LEED building projects that would be of benefit to the City if utilized on this project. (Cite a specific project example)

HOW WILL WE BUILD A PROJECT THAT IS SUSTAINABLE?

BY LEVERAGING OUR PREVIOUS EXPERIENCE & LEARNED BEST PRACTICES

Sustainable construction is not only a LEED requirement for our team but also an operations requirement and is utilized in most aspects of what we do. Strict stormwater pollution prevention, indoor air quality, construction waste management, and low impact construction are normal practices for our firm and are implemented regularly throughout our projects. As a member of the U.S. Green Building Council, **Wharton-Smith has experience on more than 20 LEED/ Sustainable projects** with eight projects achieving LEED Gold Certification. Our team's integrated design approach to sustainable projects is one of collaboration and communication, inclusive of all parties involved.

The process will begin with a kickoff meeting where our team, together with SchenkelShultz, as well as specialists and consultants, will meet with City of DeLand representatives, building users, operations and maintenance staff, and stakeholders to review and outline the project's performance and operational goals. This meeting will be the beginning of the project's "Owner Program Requirements." Once each party has created their "wish lists," the goals are prioritized by cost impact and importance. Our team will review and discuss alternate resources available for achieving these goals (incentive programs, grants, other available funding, etc.) prior to performing return on investment (ROI) studies. Although, some of the goals outlined may initially appear in the cost impact column, ROI studies may outline short payback periods and change the priority order of the goals. Once established, it is these goals that will act as a platform for the project's sustainable objectives.

Project	Owner	Value	LEED Cert
Building L Renovation	Seminole State College	\$5.3 M	
Wayne Densch Center	University of Central Florida	\$4.0 M	
Morgridge Reading Center	University of Central Florida	\$4.0 M	
Residential Training Center	FL Dept. of Mgmt. Services	N/A	
Fire Station #1 HQ	City of Orlando	\$18.1 M	
District 9 ME's Office	Orange County	\$11.8 M	
Holly Hill K-8 School	Volusia County Schools	\$10.7 M	
Doyle Police Bldg	City of Maitland	\$4.1 M	
Building F Renovation	Seminole State College	\$3.5 M	
Visitor's Info Center	University of Central Florida	<\$1 M	
Fire Station #11	City of Kissimmee	\$4.3 M	
Fire Station #35	Orange County	\$3.4 M	
Fire Station #45	City of Maitland	\$2.3 M	
Maitland City Hall	City of Maitland	\$4.2 M	
Saugahatchee Complex	City of Opelika Utilities	\$27.5 M	
Payne's Prairie Sheetflow	City of Gainesville	\$23.4 M	

PROJECT EXAMPLE

Building L Renovations Seminole State College

Wharton-Smith updated and renovated Building L at Seminole State's Sanford-Lake Mary campus in 2012 and again in 2019. The building is the college's first LEED Gold certified building. LEED features include:

- ◊ Highly reflective roof to reflect solar heat
- ◊ High-performance, insulated glass curtain walls for natural light
- ◊ Ultra-low flow restroom fixtures use 35% less water than typical
- ◊ Daylighting and occupancy sensors to reduce energy use
- ◊ Low volatile organic compound materials to improve air quality



TAB 3: PROJECT APPROACH

v. Respondent shall describe their job site controls regarding damage to existing infrastructure adversely affecting neighboring properties and/or occurring after business hours. (Cite a specific project example)

HOW WILL WE CONTROL THE JOB SITE?

BY UTILIZING GOOD NEIGHBOR POLICIES

Our best approach to remedying collateral damage, of any kind, is to prevent it before it happens! A proactive planned approach to all construction elements will greatly reduce our risk of adverse events occurring. Given the location and nature of this project, there are some inherent risks. Our experience working on active public facilities and within tight site conditions has allowed us to develop the following methods to mitigate and eliminate those risks:



Daily Communication: The most important relationship on the project is between our on-site superintendents and your plant operators. It is important that they communicate daily so that your operations staff are aware of all planned activities and any potential impacts.



Pollution Control: A construction project has the potential to impact neighboring properties in a variety of ways. Dust, odor, noise, and physical impact can result in "collateral damage." Our team will proactively develop mitigation plans to address each of these specific risks.



Site Ingress/Egress: We limit construction traffic through the plant while maintaining access for chemical deliveries and sludge tanker trucks. This is accomplished with proper signage and utilizing a manned entrance gate.

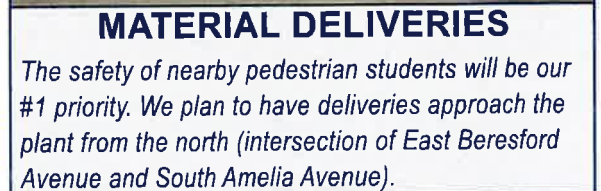
PROJECT EXAMPLE

RWRF Influent Pump Station

City of Altamonte Springs, FL



RFP-22-02 CMAR Services 2022 Public Service Department Campus Improvements | Page 19



Overview: Wharton-Smith was the selected CMAR for the City's \$10.7M headworks and influent pump station project.

Challenge: The design included a 27' deep pump station which presented many challenges in regards to dewatering, shoring, and protecting of the existing adjacent infrastructure.

Solution: CMAR allowed for collaboration between our preconstruction team, owner, and engineer to redesign the pump station wet well for a "caisson" type installation. Designed and installed the shoring system for the headworks channel, resulting in **\$1M savings and no collateral damage.**

CITY OF DELAND

TAB 3: PROJECT APPROACH

WHY DOES LOCATION OF YOUR TEAM MATTER?

YOUR COSTS WILL BE LOWER AND RESPONSE TIMES WILL BE FASTER

As seen in our employee spotlights to the right, our people are local. Having a local, integrated, and cohesive team provides a long list of benefits to you, the client. **Your costs will be lower and response times will be faster.** Our team members, as part of the local community, have a vested interest in the success of this project. Volusia County is where our people work, where they live, where they play, and where they pay their taxes.

**OUR
CORPORATE
OFFICE IS
ONLY
21
MINUTES
FROM THE
PROJECT
SITE!**



YOUR LOCAL WASTEWATER PROJECT MANAGER



SCOTT JAMISON, PE

DELTONA RESIDENT

YOUR LOCAL BUILDING PROJECT MANAGER



CHRIS LEWIS

DELAND RESIDENT

A cohesive project team is made up of individuals, not companies. Our team was hand selected to provide the City of DeLand with individuals who have a proven history of working together. Our **Principal in Charge, Nate Hillard, Project Director, Mike Alexakis, and Wastewater Project Manager, Scott Jamison** have worked together for more than 15 years and have a history of successful projects. Their successes have been driven by a shared vision of quality work and exceeding clients' expectations. Additionally, our wastewater and vertical construction divisions collaborate frequently on unique projects such as this. This experienced collaboration allows us to assign experts to manage all components of the work. See page 22 for several examples of this collaboration.

While others have come and gone, Wharton-Smith has remained a pillar of the Central Florida wastewater and vertical construction industries for almost 40 years. **Our "staying power" is a result of our best asset: Our Local People.** We continue to deliver high quality wastewater expansion and utilities administration building projects in and around Volusia County.

TAB 3: PROJECT APPROACH

vi. Respondent shall describe their job site safety performance metric.

At Wharton-Smith, our first priority is that all employees and your plant operations staff get home safely to their families every night. We understand this isn't possible without making safety a company-wide effort which is why we make **safety everyone's job!** Our comprehensive safety program is more stringent than the requirements set forth by OSHA.

We understand that the desire to beat schedules and meet budgets can sometimes influence people to work less safely than originally intended. To combat this threat on our job sites, we employ several tools including training, careful and strategic selection of subcontractors, developing site-specific safety plans with on-site staff and our safety department personnel, regular safety inspections, and daily safety meetings.

EMR		DAYS AWAY FROM WORK RATES		OSHA INCIDENT RATES	
2021	0.98	2021	0.47	2021	1.07
2020	0.95	2020	0.39	2020	0.66
2019	0.76	2019	0.92	2019	2.76
2018	0.81	2018	0.67	2018	2.53
2017	0.93	2017	0.75	2017	1.87
Industry Average = 1.0		Industry Average = 1.2		Industry Average = 3.6	



GILBERT ORCASITAS, CHST

Gilbert is a certified Construction Health and Safety Technician with 39 years of experience. He is Wharton-Smith's Corporate Safety Officer and will serve as the Safety Manager on this project.

vii. Quality of performance on previous contracts or services as evidenced by positive professional references.

Wharton-Smith prides ourselves on the quality of our work and our ability to retain our clients. More importantly, the CMAR experience that we provide our clients is founded on the principles of teamwork, transparency, and proper and quality execution. **We are proud to say that more than 70% of our work comes from repeat clients!**

SEE WHAT SOME OF OUR CMAR CLIENTS HAVE TO SAY ABOUT US:

"TWA has and continues to benefit from the CMAR experience and delivery Wharton-Smith consistently provides. Their constructability reviews, value engineering, and thorough GMP bidding services add significant value to the Authority's CMAR projects."

- **Robert Pelham, Director of Engineering**
Toho Water Authority
CMAR CLIENT

"Once again, in working under the CMAR delivery method, Wharton-Smith has demonstrated a very successful collaborative approach resulting in innovative design and cost effectiveness for our state and local joint-funded project. It is clear that they possess a sincere desire to support our community's best interests by consistently providing high-quality service."

- **Michael Ulrich, Director**
Volusia County Water Resources & Utilities
CMAR CLIENT

"The project team at Wharton-Smith worked hard to come up with innovative ways to save money without sacrificing quality. They presented us with a long list of value engineering options that allowed the City to save a great deal of money."

- **Karen McCullen, PE, Senior Project Manager**
City of Altamonte Springs, FL (formerly)
CMAR CLIENT

"I have been extremely impressed with the value engineering and time savings initiatives Wharton-Smith has recommended for this project. I highly recommend their CMAR services for any customer desiring their construction services be delivered under budget and ahead of schedule, but most importantly for the level of professionalism and customer service they provide."

- **Clifford Kelsey, Public Works Director**
City of Leesburg, FL
CMAR CLIENT



TAB 4 EXPERIENCE

TAB 4. EXPERIENCE

TAB 4: EXPERIENCE

Wharton-Smith is the largest water/wastewater contractor in the state of Florida. Over the past 38 years, we have constructed a majority of the wastewater expansion projects in Florida, many of which are indicated below and on the following pages. While approximately half of our annual revenue comes from environmental construction, the other half comes from public vertical construction projects including schools, fire stations, public works facilities, and utilities administration buildings. **We have constructed more than 15 utilities administration buildings in the last 15 years.** Wharton-Smith offers the City of DeLand the blended wastewater and vertical construction experience that this project requires for success.

Project	Owner	Collab. Delivery (CMAR or DB)	Completion Year	Cost (in millions)	Expansion Size (MGD)	Rehab	Expansion	Greenfield	Water (W) or Wastewater (WW)	Influent PS	Headworks	Aeration	Clarifiers	Filters	Disinfection	Biosolids	Effluent PS	Off-site Piping	GST(s)	Utilities Admin Bldg
Northeast Regional WRF	Polk County (FL)	●	2013	\$32.2	3.0		●		WW	●	●	●	●	●						
Harmony WRF	Toho Water Authority (FL)	●	2016	\$11.5	0.5			●	WW		●	●	●	●	●		●	●		●
Southwest Regional WRF	Citrus County (FL)		2019	\$22.8	1.5			●	WW	●	●	●	●	●	●	●	●			
Hamlin WRF	Orange County (FL)		2022	\$114.0	5.0			●	WW	●	●	●	●	●	●	●	●	●	●	●
Turnpike WRF PH I	City of Leesburg (FL)	●	2022	\$20.7	1.5		●		WW			●	●	●		●	●			
South County	Hillsborough County (FL)	●	2025	\$74.0	3.0		●		WW		●	●	●	●	●	●	●			
Bates Avenue WRF	City of Eustis (FL)	●	2023	\$10.0	0.8		●		WW			●	●	●			●			
North WRF	Bay Laurel Center CDD (FL)	●	2024	\$110.0	2.5			●	WW	●	●	●	●	●	●	●	●	●	●	●
Conserv I WRF	City of Orlando (FL)	●	2026	\$95.0	2.5		●		WW		●	●	●	●	●		●			
Turnpike WRF PH II	City of Leesburg (FL)	●	2024	\$30.0	1.5		●		WW		●	●		●	●					
Sandhill Road WRF	Toho Water Authority (FL)	●	2023	\$51.5	1.5		●		WW		●	●	●					●		
Hastings WWTP	St. Johns County (FL)	●	2023	\$6.7	0.1		●		WW		●	●		●	●					
Player's Club WRF	St. Johns County (FL)		2019	\$32.8	2.4			●	WW		●	●	●	●	●	●	●			●
Three Oaks WRF	Lee County (FL)	●	2024	\$42.0	3.0		●		WW		●	●		●	●					●
Northwest Regional WRF	Marion County (FL)		2022	\$22.6	1.5		●		WW		●	●	●	●	●		●			
Airport WRF PH III	Hernando County (FL)		2022	\$24.4	2.5		●		WW		●		●							
Hollywood Casino WRF	Seminole Tribe of Florida	●	2020	\$54.6	3.0			●	WW	●	●	●		●			●	●		●
Southside WRF	City of St. Cloud (FL)	●	2009	\$26.7	6.0			●	WW	●	●			●	●		●			●
Dyal WTP	City of Cocoa (FL)	●	2021	\$21.1		●			W											●
WTP #3	City of Palm Coast (FL)		2008	\$17.7	3.0			●	W										●	●
Markham WTP	Seminole County (FL)		2014	\$17.9		●			W										●	●
Country Club WTP	Seminole County (FL)	●	2015	\$22.3	6.7			●	W										●	●
Shell Creek WTP	City of Punta Gorda (FL)	●	2020	\$29.2	4.0			●	W										●	●
Alternate Water Supply	City of Tarpon Springs (FL)	●	2015	\$36.0	6.4			●	W										●	●
Mitchell Hammock WTP	City of Oviedo (FL)		2006	\$14.6	6.0			●	W										●	●
Southern Regional WSF	Orange County (FL)		2012	\$32.0	30.0			●	W										●	●
South WTP	City of Palm Bay (FL)		2007	\$16.1	5.5			●	W										●	●



TAB 4: EXPERIENCE



"The team's attention to detail, experience, leadership, and overall responsiveness kept the project on time and under budget by \$1.2 million. It was a pleasure to work with their knowledgeable and professional staff, and I would recommend Wharton-Smith for future similar projects."

*- Lyssa Lott,
Project Manager,
Lee County Utilities*

THREE OAKS WWTP EXPANSION

FORT MYERS, FL | LEE COUNTY UTILITIES

SCOPE OF WORK

Wharton-Smith provided **Construction Management at Risk (CMAR)** services for the **expansion and improvement of the Three Oaks WWTP**. The scope included, but was not limited to, demolition of the existing plant, installation of a 36" force main that required two wet taps and two line stops, concrete and piping modifications to existing ditches, headworks and preliminary treatment structures, existing splitter box structures, installation of **three new 85' clarifiers**, new splitter boxes for the clarifiers, two RAS/WAS station, and a **1.5 MG BNR with three 75HP aerators**.

Two 30HP brush aerators were added to the existing ditches along with relocation of existing odor control system and modifications to the existing belt press equipment. WS also furnished and installed a new belt press with shaftless screw conveyors and provided new in-plant pump station with two 10HP submersible pumps.

Alongside the WWTP improvement work on the project, WS also **constructed a new Administration Building** with block and stucco finish and a standing seam metal roof, as well as constructed a new electrical building to house the new MCCs with electrical and instrumentation and controls installations. Other improvements at the plant included new roadways and stormwater conveyance systems.

PERSONNEL INVOLVED

Project Manager: Don Mullaney

Quality Control Manager: Chris Gayner, PE

Preconstruction Executive: Nate Hillard

Safety Manager: Gilbert Orcasitas, CHST

SAME TEAM MEMBERS

PROJECT RELEVANCIES

- + CMAR Delivery
- + Secondary Clarifiers (Crom)
- + Biological Nutrient Reactor (BNR)
- + Utilities Administration Building

OWNER

Lee County Utilities
7391 College Parkway
Fort Myers, FL 33907

OWNER CONTACT

Lyssa Lott, Project Manager
P: (239) 533-8149

COST

\$28 M

SERVICES PROVIDED CMAR





"The entire Wharton-Smith staff has been extremely professional and knowledgeable throughout the duration of the project. They handled all construction-related issues (change orders, RFIs, etc.) in a fair and objective manner. We have found Wharton-Smith to be an excellent partner."

- Vincent Akhimie,
Director of Utilities,
Polk County Utilities

NE REGIONAL WWTF EXPANSION

DAVENPORT, FL | POLK COUNTY UTILITIES

SCOPE OF WORK

Wharton-Smith provided **Construction Management at Risk (CMAR)** services for multiple projects at Polk County's largest wastewater facility.

Phase I: Wharton-Smith completed a 3 MGD expansion (from 3 MGD to 6 MGD) of the existing Northeast Regional WWTF in Polk County. The project included two parallel 1,750-Kw, medium voltage, diesel generators, as well as expansion of the WWTF to include a **new BNR reactor**, new sludge digester tank, new blower structure, new force main piping, and an on-site lift station. Key upgrades to the existing facility involved replacing the headworks/screen structure, deep bed filter structure, RAS/WAS, and return pump stations.

Phase II: In Phase II of the expansion, Wharton-Smith completed expansion work in preparation for a full 3 MGD expansion that will occur at the facility in 2025. Our scope of work in this phase included **two new secondary clarifiers**, a RAS/WAS pump station, and a substantial amount of yard piping to feed existing splitter boxes.

PERSONNEL INVOLVED

Project Manager: Scott Jamison, PE

Preconstruction Executive: Nate Hillard

Quality Control Manager: Chris Gayner, PE

Safety Manager: Gilbert Orcasitas, CHST

SAME TEAM MEMBERS

PROJECT RELEVANCIES

- + CMAR Delivery
- + Active WWTF Expansion
- + Biological Nutrient Reactor (BNR)
- + Secondary Clarifiers

OWNER

Polk County Utilities
1011 Jim Keene Boulevard
Winter Haven, FL 33880

OWNER CONTACT

Mark Addison, Program Manager
P: (863) 298-4214

COST

\$32.2 M

SERVICES PROVIDED CMAR

TAB 4: EXPERIENCE



“Wharton-Smith has remained in constant communication with me through every step of the process and has been completely transparent in every facet of GMP determination.. I highly recommend Wharton-Smith's CMAR services for any customer desiring their construction to be delivered under budget and ahead of schedule, but most importantly for the level of professionalism and customer service they provide.”

- Clifford Kelsey,
Public Works Director,
City of Leesburg

TURNPIKE WWTF IMPROVEMENTS

LEESBURG, FL | CITY OF LEESBURG

SCOPE OF WORK

Wharton-Smith provided is currently providing **Construction Management at Risk (CMAR) services for 1.5 MGD expansion and other improvements at the Turnpike WWTF** for the City of Leesburg. The project includes adding a **fourth BNR tank, aeration system modifications**, new decant pump station, disk filtration system, effluent transfer pump station, conversion of gas chlorine to sodium hypochlorite with new chemical storage pavilion, and biosolids basin and blower modifications.

This project had a scheduling challenge due to increasing flows from the Villages requiring the project to be fast-tracked. Wharton-Smith was hired at 90% design and our preconstruction team immediately identified more than 200 constructability issues. Our team fast-tracked the bidding which allowed mobilization of **construction to occur 4 months earlier than originally scheduled.**

PERSONNEL INVOLVED

Project Manager: Adam Bergdahl

Project Director: Nate Hillard

Quality Control Manager: Chris Gayner, PE

Safety Manager: Gilbert Orcasitas, CHST

SAME TEAM MEMBERS

PROJECT RELEVANCIES

- + CMAR Delivery
- + Active WWTF Expansion
- + Biological Nutrient Reactor (BNR)
- + Similar Project Team

OWNER

City of Leesburg
550 S. 14th Street
Leesburg, FL 34748

OWNER CONTACT

Cliff Kelsey, Public Works
Director
P: (352) 728-9786

COST

\$21.6 M

SERVICES PROVIDED CMAR



TAB 4: EXPERIENCE

CROM[®]

TRUSTED | EXPERIENCED | RELIABLE SINCE 1953

February 24, 2022

To Whom It May Concern:

Wharton-Smith is The Crom Corporation's largest customer in the State of Florida. For several decades we have partnered together as we have provided Wharton-Smith ground storage tanks, clarifiers, and biologic nutrient reduction (BNR) basins for their water and wastewater projects. The projects that we have jointly worked on together have all been successful. Wharton-Smith understands and prioritizes our needs for our portion of the work. It provides us the ability to focus on the things that matter most to the client and complete the work faster, resulting in a quality project delivered at a lower cost, to the mutual benefit of all parties involved. This was evident in two of our more recent projects in Clay County, Florida and Perry, Florida.

In summary, Wharton-Smith is a preferred contractor and why we choose to partner together so often. Please consider this letter as a recommendation to strongly consider Wharton-Smith to build your projects with The Crom Corporation products.

Sincerely,

CROM, LLC



Stephen M. Crawford
Sr. Vice President and
Business Development Manager

250 S.W. 36TH TERRACE |
PHONE 352.372.3436 | FAX 3
CHATTANOOGA, TN - FORT MYERS, FL - GA

"The projects that we have jointly worked on together have all been successful. Wharton-Smith understands and prioritizes our needs for our portion of the work."

CASE STUDY

FOLEY WWTP MODIFICATIONS

PERRY, FL | GEORGIA PACIFIC

Wharton-Smith, Crom, and Ovivo partnered on this \$100M+, design-build project for Georgia-Pacific.

The 250-foot clarifiers shown below are the largest clarifiers constructed in the United States in the past 20 years.

Several of our proposed project team members also worked on the Foley WWTP Modifications project.



CITY OF DELAND
RFP-22-02 CMAR Services 2022 Public Service Department Campus Improvements | Page 26

TAB 4: EXPERIENCE



Worldwide Experts in Water Treatment

Ovivo USA, LLC
4246 Riverboat Rd., Suite 300
Salt Lake City, Utah 84123

Tel: 801.931.3000
Fax: 801.931.3080

To Whom It May Concern:

Please consider this letter as a recommendation for Wharton-Smith, on behalf of Ovivo USA, as one of the preferred Florida contractors being skilled and experienced with purchasing, installing, and commissioning Ovivo wastewater treatment equipment. Wharton-Smith is a valued customer of Ovivo in Florida and elsewhere in the US. We have worked with Wharton-Smith for decades on dozens of wastewater greenfield and expansion projects, including many based on Carrousel® Systems. We greatly value their competence, professionalism, and the value they provide on our projects. We highly recommend them to others for similar work in which Ovivo wastewater equipment is being installed.

Sincerely,

Thomas Leland, P.E.

General Manager, Ovivo USA (Salt Lake City)

"We greatly value their competence, professionalism, and the value they provide on our projects."

CASE STUDY

PLAYER'S CLUB WRF EXPANSION

PONTE VEDRA BEACH, FL | ST. JOHN'S COUNTY

Wharton-Smith, Crom, and Ovivo partnered on this \$33M, 2.4 MGD WRF for St. Johns County.

This project included new BNRs and clarifiers (Ovivo equipment) and ground storage tanks by Crom!

Several of our proposed project team members also worked on the Player's Club WRF Expansion project.



Wharton-Smith, Inc.
CONSTRUCTION GROUP

TAB 4: EXPERIENCE



FLEMING ISLAND WWTF EXPANSION

FLEMING ISLAND, FL | CLAY COUNTY UTILITY AUTHORITY

PROJECT RELEVANCIES

- + Concrete Aeration Basin (Crom)
- + Ovivo Equipment
- + Active WWTF Expansion
- + Similar Project Team

SCOPE OF WORK

Wharton-Smith is currently providing general contracting services for the **expansion of the Fleming Island WWTF** for the Clay County Utility Authority. The scope of work includes constructing and installing below-grade piping, site work, **prestressed concrete tank**, equipment (**aerators**, mixers, weir gates, flow control gate, and field instruments), and miscellaneous metals. The project also involve constructing new effluent boxes and modifying the influent structure to tie in new structure while under bypass, installing weir gates on new effluent boxes, relocating odor control equipment, tying in new below-grade piping, and splitter box connections.

New motor control centers are being installed in the existing electrical building to accommodate for the expansion and new HVAC equipment is being installed. The generator is being replaced and other necessary modifications are being made as required for the expansion of the existing facility.

OWNER

Clay County Utility Authority
3176 Old Jennings Road
Middleburg, FL 32068

OWNER CONTACT

Warrick Sams, Project Manager
P: (904) 213-2403

COST

\$6.3 M

SERVICES PROVIDED

General Contracting

PERSONNEL INVOLVED

Project Manager: Carlin Dunlop

Project Director: Mike Alexakis, DBIA, EIT

Superintendent: Bill McMullen

Safety Manager: Gilbert Orcasitas, CHST

Preconstruction Executive: Nate Hillard

Quality Control Manager: Chris Gayner, PE

SAME TEAM MEMBERS

TAB 4: EXPERIENCE



MID-CLAY WWTF EXPANSION

GREEN COVE SPRINGS, FL | CLAY COUNTY UTILITY AUTHORITY

SCOPE OF WORK

Wharton-Smith is providing general contracting services for the **expansion of the Mid-Clay WWTF** in Green Cove Springs, FL. The facility's original capacity was 1.5 MGD and was expanded to 3.5 MGD to accommodate higher demand.

The scope of work includes construction of a **prestressed BNR** with BTU equipment, vortex grit removal system and odor control system at the headworks structure, traveling bridge filter system, ferric acid chemical metering skid, 10 HP RAS pump, and 40 HP vertical turbine effluent pump. The work on the facility also included associated yard piping and electrical upgrades, as well as 500 linear feet of 6' chain link fencing.

PERSONNEL INVOLVED

Project Manager: Mike Higginbotham

Project Director: Mike Alexakis, DBIA, EIT

Preconstruction Executive: Nate Hillard

Quality Control Manager: Chris Gayner, PE

Safety Manager: Gilbert Orcasitas, CHST

SAME TEAM MEMBERS

PROJECT RELEVANCIES

- + Concrete Aeration Basin (Crom)
- + Ovivo Equipment
- + Active WWTF Expansion
- + Similar Project Team

OWNER

Clay County Utility Authority
3176 Old Jennings Road
Middleburg, FL 32068

OWNER CONTACT

Warrick Sams, Project Manager
P: (904) 213-2403

COST

\$7.1 M

SERVICES PROVIDED

General Contracting

TAB 4: EXPERIENCE



WATER UTILITIES DEPT. ADMIN BUILDING

LAKELAND, FLORIDA

Owner/Contact: City of Lakeland/Fiorella Hall: (863) 834-2342

Cost: \$6.2 M

Services Provided: Construction Management at Risk (CMAR)

Scope of Work: Wharton-Smith provided Construction Management at Risk (CMAR) services for the **construction of a Utilities Administration Building** for the City of Lakeland's Water Utilities Department. The project was split into three phases including demolition, relocation of existing infrastructure, and construction of the new facility.

In phase one, Wharton-Smith demolished the existing shop building and replaced it with a nearly 9,000-square-foot metal building structure. The scope of work for the new structure included a new meter shop, radio shop, telecommunications switch room, door and window installations, and associated equipment. For the communication equipment, conduit and pull boxes were also installed.

In phases two and three, a multi-story building was demolished and replaced with a **26,000-square-foot Utilities Administration Building** with a 6,000-square-foot metal building. Office spaces were renovated to revert back to truck shed configuration matching existing adjacent eave height, material, slab flooring, and stem wall foundations. Wharton-Smith's staff coordinated with the City to relocate the main communication switch to the new IT/Telecom space at the new radio shop.

SW WRF ADMINISTRATION BUILDING

CAPE CORAL, FLORIDA

Owner/Contact: City of Cape Coral/Jody Sorrels: (239) 574-0852

Cost: \$15.7 M

Services Provided: Construction Management at Risk (CMAR)

Scope of Work: Wharton-Smith is currently providing Construction Management at Risk (CMAR) services for the construction of an Administration/Operations Building on the existing Southwest WRF. The scope of this project includes **constructing a two-story building on an active water reclamation facility for a planned expansion** of the plant.

The building houses repair bays, welding bays, parts rooms and shop spaces, as well as a mezzanine area for storage. The building is designed to have a Control Room that overlooks the site, Supervisory Control and Data Acquisition (SCADA) Room, **laboratories, training spaces, a conference room, break rooms and restrooms, and offices.**

The building is being constructed with structural resilience to the South Florida coastal environment. The exterior materials included tilt wall concrete construction, and generator and mechanical equipment that is located in areas above the storm surge level.

Wharton-Smith is also constructing a second building for generator storage. This building is a pre-engineered metal building with large canopies running the length of each side of the building to cover the portable generators.



TAB 4: EXPERIENCE

Wharton-Smith is a diverse firm with water/wastewater and vertical construction divisions. This blend of skill sets is applicable to your project as it enables us to deliver a high quality building while understanding and maintaining operation of your plant. The project call outs below are just a few examples of similar Utilities Administration Buildings we have constructed on active water and wastewater treatment plants around Central Florida over the past several years.



TAB 5 REQUIRED PROPOSAL FORMS

**TAB 5. REQUIRED
PROPOSAL FORMS**

TAB 5: REQUIRED PROPOSAL FORMS

Public Entity Crime Affidavit

PUBLIC ENTITY CRIME FORM

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

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

Acknowledged: _____


Patrick J. Hewitt, Executive VP - Water

Date: 03/16/2022

TAB 5: REQUIRED PROPOSAL FORMS

Contractor Affidavit Regarding Scrutinized Company List

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

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

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

STATE OF FLORIDA

CITY OF Sanford

BEFORE ME, the undersigned authority, personally appeared
Patrick J. Hewitt, who, being by me first duly sworn, made the following statement:

1. The Business address of Wharton-Smith, Inc. (name of bidder or contractor) is 750 Monroe Road, Sanford, FL 32771.
2. My relationship to Wharton-Smith, Inc. (name of bidder or contractor) is Executive Vice President - Water (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business

16

TAB 5: REQUIRED PROPOSAL FORMS

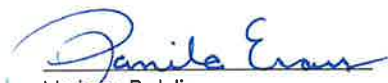
Contractor Affidavit Regarding Scrutinized Company List (cont)

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

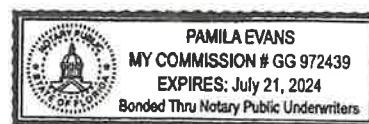
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. Wharton-Smith, Inc. (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. Wharton-Smith, Inc. (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. Wharton-Smith, Inc. (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.


Signature

Sworn to and subscribed before me in the state and city first mentioned above on the
16th day of March, 2022.


Notary Public

My commission expires: 7/21/2024



TAB 5: REQUIRED PROPOSAL FORMS

Drug-Free Workplace Form

CITY OF DeLAND

CONFIRMATION OF DRUG-FREE WORKPLACE FORM

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

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
- (4) In the statement specified in subsection one (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

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

Wharton-Smith, Inc.

Business Name



Authorized Representative's Signature

Patrick J. Hewitt

Name

RFP-22-02 CM Services - 2022 Public Service Department

Bid Number and Name

Campus Improvements

03/16/2022

Date

Executive Vice President - Water

Position

TAB 5: REQUIRED PROPOSAL FORMS

Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

State of Florida

City of Sanford

Patrick J. Hewitt being first duly sworn, deposes and says that:

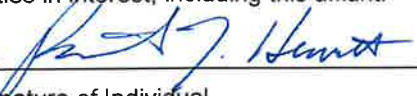
(1) He/she is the Officer, (Owner, Partner, Officer, Representative or Agent) of Wharton-Smith, Inc., the Contractor that has submitted the attached Proposal;

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

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

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

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

By: 

Signature of Individual

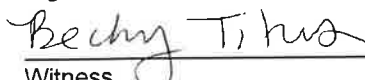
Patrick J. Hewitt

Printed Name of Individual

Executive Vice President - Water

Title of Individual

Signed, sealed and delivered in the presence of:


Witness


Witness

State of Florida

City of Sanford

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 16th day of March, 2022 by

TAB 5: REQUIRED PROPOSAL FORMS

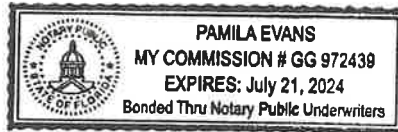
Non-Collusion Affidavit (cont)

Patrick J. Hewitt, who is personally known to me or who
has produced N/A as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Pamila Evans
NOTARY PUBLIC

Pamila Evans
(Name of Notary Public: Print, Stamp,
or Type as Commissioned)



TAB 5 REQUIRED PROPOSAL FORMS

Statement of Financial Stability



Wharton-Smith, Inc.
CONSTRUCTION GROUP

March 2, 2022

Wharton-Smith, Inc. has the financial capacity, stability, and necessary resources, to provide the services at the level required by the City of Deland to successfully execute the City's project. We have been delivering construction services to our clients for over 38 years. We pride ourselves in being fiscally responsible, conservative, and having strong internal controls in conformity with GAAP.

We are committed to our employees, our clients, and the communities where we live and work. Please let me know if you have any questions or need anything further.

Sincerely,

Stephanie Pompeo | Vice President of Finance

Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

Office: (407) 321-8410 ext. 3316 | Fax: (407) 320-1776

TAB 5: REQUIRED PROPOSAL FORMS

Litigation History



Wharton-Smith, Inc.
CONSTRUCTION GROUP

LITIGATION AND CLAIMS HISTORY – FIVE YEARS

Wharton-Smith believes that potential conflicts can easily be avoided by developing trustworthy relationships early on with all parties involved on a project and by encouraging open communications. The successes we have had on our projects are due in large part to our commitment to partnering and conflict prevention and resolution. Occasionally, a situation arises where a third-party mediation is needed, despite all efforts to avoid it. *Our litigation record for the past five years is as follows:*

OWNER/CLIENTS:

UCF Stadium Corporation f/k/a Golden Knights Corporation, et al. vs. Dant Clayton Corporation, Wharton-Smith, Inc., et al. (Case No. 2017-CA-008259-O, The Circuit Court, Ninth Judicial Circuit, Orange County, Florida): In September 2017, UCF filed suit against Dant Clayton Corporation, Wharton-Smith and others over alleged breach of contract regarding the design-build contracts for the construction of their stadium. Wharton-Smith was then dismissed from the suit with a Tolling Agreement that they could be brought back in before April 1, 2019. In December 2018, Wharton-Smith was brought back into the lawsuit. *The suit was settled at mediation in January 2020.*

SUBCONTRACTORS/SUBCONSULTANTS:

Wharton-Smith, Inc. vs. Sitek Corp. and Allegheny Casualty Co. (Case No. 2015-CA-002785-15-G, The Circuit Court of the 18th Judicial Circuit for Seminole County, Florida): In November 2015, Wharton-Smith filed suit against Sitek for breach of contract. They had been terminated from the Cypress Creek High School project for their failure to complete their subcontract work. *This case was settled during mediation in January 2018.*

TAB 5: REQUIRED PROPOSAL FORMS

Letter from Bonding Agent



February 28, 2022

City of DeLand
Corey McMillen, Purchasing Coordinator
120 S. Florida Avenue
DeLand, FL 32720

RE: Wharton-Smith, Inc., 750 Monroe Road, Sanford, FL 32771
RFP-22-02 - Construction Management Services
2022 Public Service Department Campus Improvements

Dear Mr. McMillen,

Guignard Company is the agency handling the bond requirements for Wharton-Smith, Inc. Bonds have been placed with Western Surety Company since 1986. Western Surety Company is a member of the CNA Surety Group, has an AM Best's Rating of A, XIV, is included in the 2021 U.S. Department of Treasury's Circular 570 and is qualified to transact business in the State of Florida.

Based on our knowledge of and experience with Wharton-Smith, Inc., we give this firm our highest recommendation. They have a reputation for excellent quality workmanship, prompt payment of bills and for completing projects on or before scheduled completion dates.

Although each request is evaluated on its own merit and maximum limits have not been established, we would consider their bonding capacity pertaining to bid, payment, performance, and other bonds to be in the area of \$200,000,000 for a single job with an aggregate program of approximately \$1,250,000,000. Currently, Wharton-Smith, Inc. has \$850,000,000 in contracted bonds, with \$400,000,000 in available bonding capacity.

If you have any questions or require additional information, please contact me at (407) 834-0022 or via email at Bryce@guignardcompany.com.

Best regards
GUIGNARD COMPANY

Bryce R. Guignard
President

1904 Boothe Circle | Longwood, FL 32750

TAB 5: REQUIRED PROPOSAL FORMS

Conflict of Interest Affidavit

CONFLICT OF INTEREST AFFIDAVIT

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

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

Wharton-Smith, Inc.

Company

Authorized Signature

Patrick J. Hewitt, Executive VP - Water

Printed Name & Title

phewitt@whartonsmith.com

Email

750 Monroe Road

Address

Sanford, FL 32771

City, State, Zip Code

(407) 321-8410

Telephone No.

(407) 321-4368

Fax No.

State of Florida)

City of Sanford)

SUBSCRIBED AND SWORN to before me this 16th day of March, 2022, by

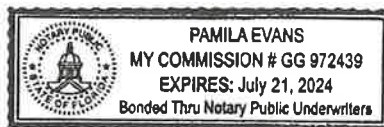
Patrick J. Hewitt, who is personally known to me to be the

Executive VP - Water for the Firm, OR who produced the following

identification: N/A

Notary Public

Pamela Evans



My Commission Expires: 7/21/2024

TAB 5: REQUIRED PROPOSAL FORMS

Proposer's Certification

PROPOSER'S CERTIFICATION

IN WITNESS WHEREOF, the Proposer hereto has executed this Proposal Form this

16th day of March, 2022.

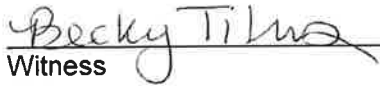
By:



Signature of Individual

Patrick J. Hewitt

Printed Name of Individual



Witness

Business Address 750 Monroe Road

City/State/Zip Sanford, FL 32771

Business Phone Number (407) 321-8410

Fax Number (407) 321-4368

State of Florida

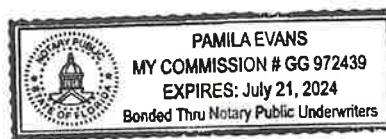
City of Sanford

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 16th day of March, 2022 by Patrick J. Hewitt, who is personally known to me or who has produced N/A as identification and who did (did not) take an oath.

WITNESS my hand and official seal.


NOTARY PUBLIC

Pamela Evans
(Name of Notary Public: Print, Stamp, or Type as Commissioned)



TAB 5: REQUIRED PROPOSAL FORMS

Reference Form

REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the City may be calling them. Do not list persons who will be unable to answer specific questions regarding the requirements.

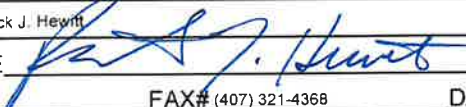
Ref #1. Customer/Client: Volusia County Water Resources and Utilities
 Date of Services: 2016 - Present
 Description of Services: 1 MGD expansion of Southwest WRF
 Street Address: 123 W. Indiana Avenue
 City, State, ZIP Code: DeLand, FL 32720
 Telephone #: (386) 717-8228 Fax #: N/A
 Contact Person: Michael Ulrich, Director Email: mulrich@volusia.org

Ref #2. Customer/Client: City of Leesburg
 Date of Services: 2020 - Present
 Description of Services: 1.5 MGD expansion of Turnpike WWTP (CMAR)
 Street Address: 550 S. 14th Street
 City, State, ZIP Code: Leesburg, FL 34748
 Telephone #: (352) 801-1752 Fax #: N/A
 Contact Person: Clifford Kelsey, Public Works Director Email: cliff.kelsey@leesburgflorida.gov

Ref #3. Customer/Client: Polk County Utilities
 Date of Services: 2016 - 2019
 Description of Services: Greenfield 4 MGD advanced water treatment plant (CMAR)
 Street Address: 1011 Jim Keene Boulevard
 City, State, ZIP Code: Winter Haven, FL 33880
 Telephone #: (407) 821-2882 Fax #: N/A
 Contact Person: Mario Chavez, Project Manager Email: mchavez@seminolecountyfl.gov
 (formerly with Polk County Utilities)

Ref #4. Customer/Client: City of Altamonte Springs
 Date of Services: 2014 - 2017
 Description of Services: New headworks and other improvements at Regional WRF (CMAR)
 Street Address: 225 Newburyport Avenue
 City, State, ZIP Code: Altamonte Springs, FL 32701
 Telephone #: (407) 312-0296 Fax #: N/A
 Contact Person: Karen McCullen, Project Manager Email: kmccullen@itsmymaitland.com
 (formerly with City of Altamonte Springs)

Ref #5. Customer/Client: City of Casselberry
 Date of Services: 2020 - Present
 Description of Services: Improvements and upgrades of Public Works facilities (CMAR)
 Street Address: 95 Triplet Lake Drive
 City, State, ZIP Code: Casselberry, FL 32707
 Telephone #: (407) 262-7725 ext. 1225 Fax #: N/A
 Contact Person: Mark Gisclar, Public Works Director Email: mgisclar@casselberry.org

CONTRACTOR NAME Wharton-Smith, Inc.
 ADDRESS 750 Monroe Road, Sanford, FL 32771
 PRINTED SIGNATURE Patrick J. Hewitt
 AUTHORIZED SIGNATURE 
 TELEPHONE # (407) 321-8410 FAX# (407) 321-4368 DATE 03/16/2022
 EMAIL: phewitt@whartonsmith.com

TAB 5: REQUIRED PROPOSAL FORMS

Certificate of Insurance

Client#: 706782		WHARTING		DATE (MM/DD/YYYY) 3/02/2022			
ACORD		CERTIFICATE OF LIABILITY INSURANCE					
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER Marsh & McLennan Agency Bouchard Region 1 N. Dale Mabry Hwy, Suite #450 Tampa, FL 33609			CONTACT NAME: PHONE (A/C, No, Ext): 727 447-6481 FAX (A/C, No): E-MAIL ADDRESS: certificates@bouchardinsurance.com				
INSURED Wharton-Smith, Inc. 750 Monroe Road Sanford, FL 32771			INSURER(S) AFFORDING COVERAGE		NAIC #		
			INSURER A: Amerisure Insurance Company		19488		
			INSURER B: Amerisure Mutual Insurance Company		23396		
			INSURER C: XL Specialty Insurance		37885		
			INSURER D: Berkley Assurance Company		39462		
			INSURER E: Amerisure Partners Insurance Company		11050		
			INSURER F:				
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:	Y	Y	GL20361081601	04/01/2021	04/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	CA20361071601	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$0	Y	Y	CU21171470001	04/01/2021	04/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC203610915	04/01/2021	04/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Rented Equipment	Y		UM00024961MA21A	04/01/2021	04/01/2022	2,500,000
D	Pollution Liab			PCADB50141490421	04/01/2021	04/01/2022	5,000,000
D	Professional Liab			PCADB50141490421	04/01/2021	04/01/2022	5,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) PROJECT: RFP-22-02 Construction Management Services 2022 Public Service Department Campus Improvements COMPLETE CERTIFICATE HOLDER(S) & ADDITIONAL INSURED(S): City of Deland, it s officers, officials, employees and volunteers and any other entity as required by written contract or agreement and subject to the terms, conditions and exclusions as specified in the policies. Waive of subrogation applies in favor of additional insureds as required by written contract or agreement and subject to the terms, conditions (See Attached Descriptions)							
CERTIFICATE HOLDER				CANCELLATION			
City of DeLand Corey McMillen, Purchasing Coordinator 102 S. Florida Avenue Deland, FL 32720				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			

ACORD 25 (2016/03)

1 of 2

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TAB 5: REQUIRED PROPOSAL FORMS

Certificate of Insurance (cont)

DESCRIPTIONS (Continued from Page 1)

and exclusions as specified in the policies.

Certificate holder is additional insured as respects General Liability, Automobile Liability, Pollution Liability and Umbrella only if required by written contract, and subject to the terms, conditions and exclusions as specified in the policies.

Coverage is primary as respects to General Liability & Automobile Liability and non-contributory as subject to the terms, conditions and exclusions of your policy.

Waiver of subrogation applies in favor of certificate holder as respects General Liability, Automobile Liability and Workers Compensation only if required by written contract, and subject to the terms, conditions and exclusions as specified in the policy.

It is agreed by endorsement to the General Liability, Automobile Liability and Workers Compensation policy that this policy shall not be cancelled by the insurance carrier without first giving thirty (30) days prior written notice except for nonpayment of premium or if the first named insured elects to non renew.

Umbrella policy follows the forms/endorsements of the underlying General Liability, Automobile Liability and Workers Compensation policies.

Blanket Loss Payee applies for Rented and Leased Equipment.

Rented and Leased Equipment deductible:

\$2,500 standard deductible.

2% subject to a \$10K minimum deductible applies to all rented cranes.

SAGITTA 25.3 (2016/03) 2 of 2



750 MONROE ROAD
SANFORD, FLORIDA 32771

TEL: 407.321.8410

WWW.WHARTONSMITH.COM



Wharton-Smith, Inc.
CONSTRUCTION GROUP

EXHIBIT "C"

**WHARTON – SMITH PROPOSAL, PRE- CONSTRUCTION SERVICE PRICE PROPOSAL DATED APRIL
15, 2022**



April 15, 2022
Mr. Chad Gamble, P.E.
Director of Public Services
City of DeLand
1102 S. Garfield Avenue
DeLand, FL 32724

RE: Public Service Department Campus Improvements

Dear Mr. Gamble,

Attached you will find the Preconstruction Services proposal for the following projects at the subject facility:

- Public Service Dept Campus Improvements - Wastewater Treatment Facility Upgrades
- Public Service Dept Campus Improvements - Utility Administration Building (UAB)

The total Preconstruction Services Fee shall be in the amount of **\$364,450**. The following enclosures are provided for both Projects:

1. Attachment 1 - Preconstruction Scope of Services Narratives
2. Attachment 2 - Preconstruction Services Budget Matrixes

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Nate Hillard, PE
Project Director
WHARTON-SMITH, INC.

Wharton-Smith, Inc.

Sign: _____ Name/Position: _____ Date: _____

City of DeLand

Sign: _____ Name/Position: _____ Date: _____



ATTACHMENT 1

Preconstruction Scope of Services Narratives



CITY OF DELAND
PUBLIC SERVICE DEPARTMENT CAMPUS IMPROVEMENTS
PRECONSTRUCTION SCOPE OF SERVICES
EXPLANATION OF COSTS

The following narrative is to provide better insight into the cost breakdown of preconstruction phase.

This project has been broken down into individual projects all located at the Public Service Department and Wastewater Treatment Facility. Costs included for each project depend on the complexity of the preconstruction and design phase, as well as the current design status. Wharton-Smith, Inc (WSI) understands that the City of DeLand (Owner) would like our preconstruction staff to be very involved and invested during design phases of each project, providing value and input throughout the entire process, beyond just reviewing milestone design iterations. Once projects begin construction and general conditions costs are incorporated for construction staff, those of which are additionally utilized during preconstruction will be credited to each project appropriately.

The following breakdown lists the assumptions and expectations assumed when producing the preconstruction proposal. Any work outside of this scope of work that is requested of WSI by the Owner, shall be submitted in the form of a 'Request for Quotation' for review and approval prior to such work taking place.

Public Service Dept Campus Improvements - WWTF Upgrades Project

Task 1 Meetings and Site Investigation

- 1.1 Project Kickoff Meeting – WSI preconstruction staff will prepare and attend a kickoff meeting.
- 1.2 Attend Design Milestone Meetings – WSI preconstruction staff will attend 4 design related meetings (30, 60, 90 and Final) with Mead & Hunt (Engineer) and the Owner. These meetings include design review progress meetings, redline page turning sessions, value engineering options and constructability reviews, and other specific design related meetings.
- 1.3 Attend Interim Design Progress Meetings – WSI preconstruction staff will attend additional periodic design coordination meetings with the Engineer and the Owner. This may be handled in a conference call, or may be in person, depending on the status of the projects. Project 1 includes 9 total periodic meetings.
- 1.4 Value Engineering Review Meeting – WSI will present value engineering ideas through the lifecycle of the project and most of those ideas will be discussed in the design review workshops outlined in task 1.3. However, sometime after the 30% design submittal, a meeting with the Engineer and Owner should be held to focus on major VE initiatives that can be evaluated and incorporated into the Engineer's 60% design submittal.
- 1.5 Site Visits & Investigation – WSI will perform one site visit to investigate existing conditions, review spatial constraints, evaluate structure placement, develop ingress & egress plan during construction, and analyze site conditions for development of site-specific safety and quality plans. These visits will also be used to obtain information for overall site utilization plan which includes both temporary and permanent facilities (trailers, water service, sewer service, temp. power).
- 1.6 Subsurface Utility Exploration (SUE) – The scope includes services and coordination for site SUE efforts to supplement the services performed by the Engineer. Refer to Task 7.1.
- 1.7 Preconstruction Video – Not included as part of the scope of services for this project.
- 1.8 Permitting Coordination – WSI will work with the Owner and Engineer to obtain the required construction permits.



Task 2 Preliminary Cost Estimates

- 2.1 30% Cost Estimate – WSI preconstruction staff will perform detailed takeoffs based on the 30% Preliminary Design Report for construction trades such as concrete, utilities, masonry, roofing, HVAC, electrical, controls, etc. A full cost estimate book will be provided showing all material, labor, and equipment take-offs and any subcontractor cost estimates.
- 2.2 60% Cost Estimate – WSI preconstruction staff will perform detailed takeoffs based on the 60% documents for each construction trades such as concrete, utilities, masonry, roofing, HVAC, electrical, controls, etc. A full cost estimate book will be provided showing all material, labor, and equipment take-offs and any subcontractor cost estimates.
- 2.3 90% Cost Estimate – These costs are for the same items outlined in Tasks 2.1 and 2.2 but now accurate costing of each trade as the Construction Documents are essentially complete at the 90% submittal level, minus minor corrections and/or adjustments.

Task 3 Design Review and Value Engineering

- 3.1 30% Design Review – WSI will perform detailed design and constructability review to identify conflicts, constructability concerns, spatial concerns, general questions, and overall consistency of the design disciplines (structural, architectural, civil, etc.). Value engineering options will also be provided.
- 3.2 60% Design Review – This task is similar to Task 3.1 but for the 60% design documents including specifications and more detailed construction drawings. Value engineering options will also be provided.
- 3.3 90% Design Review – This task is similar to Tasks 3.1 and 3.2 but now include detailed review of the electrical and P&ID drawings.
- 3.4 100% Design Review – This serves as a final QA/QC drawing review and cross-discipline check. For this task we will also verify agreed changes/corrections from previous design submittal reviews were incorporated.

Task 4 CPM Master Schedule

- 4.1 Schedule Development and Phasing – WSI will develop a baseline Critical Path Method (CPM) schedule using Primavera P6 software at the 30 percent design level. The schedule will be broken down by phase (design/permitting, procurement, construction, and closeout) as by structure. A detailed schedule sequence will be provided for each structure. All portions of the project will be interrelated by schedule logic so that a true "critical path" is easily identifiable.
- 4.2 Update Schedule at 60 and 90 Percent Design – The baseline CPM schedule developed in Task 4.1 is continually updated as more information is made available through design progression and construction sequence determination.
- 4.3 Update Schedule at GMP (Determines GCs) – The schedule developed in Task 4.2 is modified based on the final design. Final construction sequencing is determined. This schedule will serve as the basis for General Conditions (GCs) costs in the GMP as well as the contract time required for the duration of construction.



Task 5 Bidding, Procurement, and GMP

- 5.1 Owner Direct Purchase Plan – In conjunction with the Engineer and Owner, WSI will identify and assist the Owner in direct purchase of major equipment and materials for savings on sales tax.
- 5.2 Long Lead Equipment Bid Package – WSI will identify and break-out long lead equipment bid packages for these items to be procured and executed as early as practical to minimize the overall construction schedule.
- 5.3 GMP Bid Packages – WSI will identify and assemble appropriate bid packages from GMP design documents to solicit prospective subcontractor and supplier proposals for providing all elements of Work not included in the General Conditions. Bid packages will be assembled with appropriate scopes of work should the Owner have any goals for involvement of the local and/or small contracting community. WSI staff will perform detailed takeoffs (based on the GMP design documents) for all self-perform work. A full cost estimate book will be provided showing all material, labor, and equipment take-offs and any subcontractor/supplier cost estimates. This estimate will be submitted as the GMP Proposal for the work.
- 5.4 Pre-Bid Site Visits – WSI will host, coordinate, and manage a pre-bid site visit for all potential bidders for the subcontract and purchase order bid packages. WSI will take notes and answer questions. Clarifications/addenda will be coordinated with the Engineer and issued to bidding parties as needed.
- 5.5 Receive Bids (Single Bid Day) – WSI will receive bids throughout the course of an entire day. The bid times may be staggered to ensure our ability to answer questions or provide direction up to the last minute.
- 5.6 Review Bids and Recommend Award – Each of the subcontractor and purchase order work package bids are reviewed for completeness, responsiveness, exceptions, clarifications, and deviations from the contract documents. Value engineering ideas and schedule commitments will also be evaluated. WSI will provide a bid tabulation worksheet and make a recommendation for package award, based on the best interest of the Owner. Final decision is made by the Owner.
- 5.7 Final GMP Assembly – The documents that comprise the GMP are assembled into a single tabbed and searchable binder/pdf document (both hard copy and electronic copy provided). This includes schedules, bid documents, subcontractor and supplier bids, WSI self-perform cost estimates, other backup quotes, general conditions breakdowns, value engineering logs, contingencies and allowances, and other GMP relevant documents that were considered in creation of the GMP.

Task 6 Miscellaneous -

- 6.1 Site Specific Safety Plan – Not included as part of the scope of services for this project.
- 6.2 Site Specific Quality Plan – Not included as part of the scope of services for this project.
- 6.3 Environmental Plan (SWPPP) – Not included as part of the scope of services for this project.
- 6.4 Site Utilization Plan – WSI shall develop a Site Access and Logistics Plan that will be implemented to coordinate and manage the site constraints and challenges including but not limited to traffic and pedestrian control, access to Site, material and supplies delivery, laydown areas, safety and security considerations, etc. WSI shall work with the Owner to develop this Plan and the Owner shall have right to review and comment on this Plan as it is being developed and finalized.



Task 7 Subcontractor Services –

- 7.1 Subsurface Utility Exploration (SUE) – Refer to Task 1.6 above. Our scope includes subcontractor services for the site SUE work to supplement the services performed by the Engineer. This is an allowance. Any unspent funds will be returned to the Owner.



Public Service Dept Campus Improvements – Utility Administration Building (UAB) Project

Task 1 Meetings and Site Investigation

- 1.1 Attend Design Milestone Meetings – WSI preconstruction staff will attend 4 design related meetings (60 and 90 percent) with SchenkelShultz (Architect) and the Owner. These meetings include design review progress meetings, redline page turning sessions, value engineering options and constructability reviews, and other specific design related meetings.
- 1.2 Attend Interim Design Progress Meetings – WSI preconstruction staff will attend additional periodic design coordination meetings with the Architect and the Owner. This may be handled in a conference call, or may be in person, depending on the status of the projects. This project includes 2 total periodic meetings.
- 1.3 Site Visits & Investigation – WSI will perform one site visit to investigate existing conditions, review spatial constraints, evaluate structure placement, develop ingress & egress plan during construction, and analyze site conditions for development of site-specific safety and quality plans. These visits will also be used to obtain information for overall site utilization plan which includes both temporary and permanent facilities (trailers, water service, sewer service, temp. power).
- 1.4 Subsurface Utility Exploration (SUE) – The scope includes services and coordination for site SUE efforts to supplement the services performed by the Architect. Our scope includes subcontractor services for the site SUE work to supplement the services performed by the Engineer. This is an allowance. Any unspent funds will be returned to the Owner
- 1.5 Preconstruction Video – Not included as part of the scope of services for this project.
- 1.6 Permitting Coordination – WSI will work with the Owner and Architect to obtain the building department permit. WSI will submit the building department permit application with appropriate licenses and certificates of insurance to complete the submittal process.

Task 2 Cost Estimates

- 2.1 60% Cost Estimate – WSI preconstruction staff will perform detailed takeoffs based on the 60% documents for each construction trades such as concrete, utilities, masonry, roofing, HVAC, electrical, controls, etc. A full cost estimate book will be provided showing all material, labor, and equipment take-offs and any subcontractor cost estimates.
- 2.2 90% Cost Estimate – These costs are for the same items outlined in Tasks 2.1 but now accurate costing of each trades as the Construction Documents are essentially complete at the 90% submittal level, minus minor corrections and/or adjustments.

Task 3 Design and Constructability Reviews

- 3.1 90% Design Review – WSI will perform detailed design and constructability review to identify conflicts, constructability concerns, spatial concerns, general questions, and overall consistency of the design disciplines (structural, architectural, civil, etc.). Value engineering options will also be provided.
- 3.2 Final Design Review – This serves as a final QA/QC drawing review and cross-discipline check. For this task we will also verify agreed changes/corrections from previous design submittal reviews were incorporated.



Task 4 CPM Master Schedule

- 4.1 90 Percent Schedule Development – WSI will develop a baseline Critical Path Method (CPM) schedule using Primavera P6 software. The schedule will be broken down by phase (design/permitting, procurement, construction, and closeout) as by structure. A detailed schedule sequence will be provided for each structure. All portions of the project will be interrelated by schedule logic so that a true “critical path” is easily identifiable.
- 4.2 Final GMP Schedule (Determines GCs) – The schedule developed in Task 4.2 is modified based on the final design. Final construction sequencing is determined. This schedule will serve as the basis for General Conditions (GCs) costs in the GMP as well as the contract time required for the duration of construction.

Task 5 Bidding and Procurement

- 5.1 Generate Bid Documents and Bid 90 Percent – WSI will identify and assemble appropriate bid packages from GMP design documents to solicit prospective subcontractor and supplier proposals for providing all elements of Work not included in the General Conditions. Bid packages will be assembled with appropriate scopes of work should the Owner have any goals for involvement of the local and/or small contracting community. WSI staff will perform detailed takeoffs (based on the GMP design documents) for all self-perform work. A full cost estimate book will be provided showing all material, labor, and equipment take-offs and any subcontractor/supplier cost estimates. This estimate will be submitted as the GMP Proposal for the work.
- 5.2 Final Assembly and Approve Final GMP – The documents that comprise the GMP are assembled into a single tabbed and searchable binder/pdf document (both hard copy and electronic copy provided). This includes schedules, bid documents, subcontractor and supplier bids, WSI self-perform cost estimates, other backup quotes, general conditions breakdowns, value engineering logs, contingencies and allowances, and other GMP relevant documents that were considered in creation of the GMP.

Task 6 Miscellaneous - Not included as part of the scope of services for this project.



ATTACHMENT 2
Preconstruction Scope of Services
Budget Matrixes

**Deland Public Service Department Campus Improvements
WHARTON-SMITH PRECONSTRUCTION SERVICES**

Project	Current Design Status	Total Manhours	Preconstruction Subtotal
Public Service Dept Campus Improvements - WWTF Upgrades	PDR	1,572	\$244,106
Public Service Dept Campus Improvements - UAB	60%	804	\$120,344
Totals		2,376	\$364,450

INSURANCE (0.51%)	56
Grand Total	120,344

EXHIBIT "D"

Insurance Requirements

- i. Workers' Compensation – Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.
- ii. Comprehensive General Liability and Auto Liability – Including but not limited to bodily injury, property damage, and personal injury with limits of not less than \$5,000,000 combined single limit per occurrence including Contractual Liability incurred under this Contract.
- iii. Professional Liability Insurance – For errors and omissions in the amounts of \$2,000,000 per claim.
- iv. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. Note: The City may look to place their own builder's risk on the project if desired and will communicate with the CM in regards to final plans.
- v. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- vi. Surety Bonds as described below.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

- vii. Self-Insured Retentions must be declared to and approved by the Entity. At the option of the Entity, either: the contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

- i. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
- iv. A copy of the claims reporting requirements must be submitted to the Entity for review.
- v. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers – Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.

Waiver of Subrogation – **Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage – Contractor shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors – Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

CITY OF DELAND
Request for Commission Action
May 16, 2022

SUBJECT: Second Reading of Ordinance No. 2022-07, Amending Chapter 33 of the Code, "Land Development Regulations," by Making Changes to Address Affordable Housing and Nonconforming Conditions.

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: ORD-2022-07, Staff Suggested Changes , Gateway Corridors

APPROVED BY: Michael Pleus, City Manager, May 12, 2022

SUMMARY/HIGHLIGHT:

On April 18, 2022, the City Commission approved the ordinance on first reading to revise the Land Development Regulations to help address the affordability of housing in DeLand and to allow nonconforming conditions to be treated as conforming under certain circumstances. This will allow many lots to become buildable and dwellings to be rehabilitated or expanded, which previously would have required a variance.

During that hearing, the Commission directed staff to provide updates on the following comments: (responses in parenthesis are provided after comments)

1. Retain the requirement of four parking spaces per individual single family dwelling, of two inside and two outside. (changed back to proposed wording that will still require four spaces per lot but eliminates the two interior spaces only in the Core Gateway district. However, the planning staff is offering another alternative. Increasing the required number of spaces as the size of the living area of the house increases, and also eliminating the interior requirement -

less than 1,000 sq ft: 2 spaces;

1,000 to 1,500 sq ft: 3 spaces and

greater than 1,500 sq ft: 4 spaces

Staff's proposal is not in the attached ordinance, but is provided as a separate document for a reference. Will be added if directed by the City Commission.)

2. Comparison of dwelling unit size with Volusia County (After reviewing the County's code, it was discovered that the minimum dwelling sizes were a range between 1,200 to 600 square feet. The staff is still recommending that the minimum size of 900 square feet for all single family zoning classifications be reduced to 750 square feet, but the text in the attached ordinance remains as originally presented at 900. The suggested changes are included in the attached document. The ordinance will be revised if directed by the Commission.)

3. The attached ordinance proposes to eliminate the minimum size for multifamily units in the Downtown Commercial district. The City Commission asked if the Building Code did provide a minimum size so that there was a safe guard for units constructed downtown. The State's Building Code does provide a minimum multi-family dwelling size. (There is a minimum that is contained in the Building Code. Therefore, staff is recommending that the proposed language to remove the minimum from the C-2A classification not be changed and allow the unit size to be subject to the Building Code standards.)

4. Ensure the ability to construct on existing nonconforming lots is addressed. (Section 102.05 allows for any lot considered nonconforming to be built on under the conditions listed in that section. No proposed revisions.)

5. Ensure that ADU's contain kitchens (the current definition for Accessory Dwelling Unit (ADU) requires an

area for cooking; "a habitable living unit that provides the basic requirements of shelter, heating, cooking, and sanitation." No proposed revisions.)

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Priority for 2021-22: Development and/or support of workforce housing for our community.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends the City Commission review proposed updates to the ordinance and approve on second reading.

BACKGROUND/DISCUSSION:

The City of DeLand, like other communities throughout Florida, has been experiencing an increased demand for housing that is affordable for our residents. As a result of public input to the 2050 Vision update, the City Commission held a working group meeting focused on affordable housing issues. Although there are many aspects that affect the housing situation, staff was directed to look at ways the City's Land Development Regulations could be revised to eliminate regulatory impediments to new affordable housing units. This amendment package looks into ways that infill development can be encouraged in the core section of the city. This will be one measure to assist the City's effort to increase the inventory of housing units in the community.

The attached ordinance proposes to update the LDR's by providing amendments to existing regulations to remove impediments and provide greater flexibility for the creation of affordable housing units. The two broad areas that these proposed amendments address are: 1) lessening/relaxing onerous LDR requirements to promote the construction of dwellings by developers and organizations to provide reasonably priced units and 2) to allow existing structures or lots that currently don't comply with current regulations to be renovated or expanded by removing the stigma of properties or structures being labeled nonconforming. One of the key components to these revisions is to reduce the minimum size of living units. Currently, the minimum size of single family dwellings ranges from 1,000 to 1,800 square feet. Staff originally recommended that the minimum for all single family dwellings be reduced to 900 sq ft for all categories, which could be reduced further if directed by the Commission. At the Planning Board's hearing, testimony was received by a representative of Habitat for Humanity requesting that the minimum house size (minimum floor area under heat and air) be further reduced to 600 feet to mirror the size of the existing houses within the neighborhoods that they are creating new housing and to also provide greater affordability for new housing units. The Planning Board, as a whole, was not opposed to a further reduction in house size, but ultimately decided to go along with the staff's recommendation and revisit it at a later date, if necessary. Also, the minimum living area for housing units in the downtown is being proposed to be removed entirely to create greater flexibility. (This proposal was accepted by the Commission at their April meeting.)

The Planning Board held a special meeting on March 9, 2022 to hear and act upon the proposed amendments. Refer to the attached staff memo for a summary of the Planning Board comments related to their recommendation for approval. Their comments have been incorporated into the attached ordinance. Two additional revisions have been proposed by staff to further address affordable housing:

1. Change the definition of multifamily dwelling to include the entire site of a project and not just the buildings.

This will allow small developments that may contain 3 or more units on the same parcel, but not in the same building. This will allow existing multifamily in single family zoning districts to be addressed with the changes in the nonconforming section of the LDR's. It will also accommodate a new trend in multifamily projects that utilize single-family style structures in the rental arena. (This amendment was accepted by the Commission at their April meeting.)

2. Simplifying the ADU definition to state the maximum size of the ADU's is 800 square feet rather than basing the size of the ADU on the lot size. The number of parking spaces and the amount of impervious will be the limiting factors of the ultimate size of the unit. (This amendment was accepted by the Commission at their April meeting.)

ORDINANCE NO. 2022 - 07

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING VARIOUS SECTIONS WITHIN THE CODE OF ORDINANCES OF THE CITY OF DELAND/LAND DEVELOPMENT REGULATIONS (LDRS) RELATING TO AFFORDABLE HOUSING, NONCONFORMING BUILDINGS, STRUCTURES, LOTS AND USES, AND OTHER LAND DEVELOPMENT MATTERS TO INCLUDE, BUT NOT BE LIMITED TO, SECTIONS 33-12; SECTION 33-17; SECTIONS 33-17.01 THROUGH SECTIONS 33-17.05; SECTIONS 33-17.07 THROUGH SECTION 33-17.12; SECTION 33-17.17; SECTION 33-17.23; SECTION 33-19; SECTION 33-19.13; SECTION 33-25; SECTION 33-91.03; SUBSECTION (F); SECTION 33-101; SECTION 33-101.01; SECTION 33-102; SECTION 33-102.02; SECTION 33-102.02; SECTION 33-102.03; SECTION 33-102.04; SECTION 33-102.05; SECTION 33-103; SECTION 33-103.01; SECTION 33-103.02; SECTION 33-103.03; SECTION 33-103.04; SECTION 33-103.05; BY CREATING NEW PROVISIONS OF THE *LDRS*; REPEALING SECTIONS 33-33.01.(E)(10) AND SECTION 33-145.04 WHILE ALSO ELIMINATING AND REVISING THE TEXT OF NUMEROUS PROVISIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR WAIVER OR DEFERRAL OF IMPACT FEES FOR AFFORDABLE HOUSING AS AUTHORIZED BY SECTION 163.31801(11), *FLORIDA STATUTES*; PROVIDING FOR DIVERSE IMPLEMENTING ADMINISTRATIVE ACTIONS AND ENFORCEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CODIFICATION ACTIONS OF A DIVERSE NATURE TO INCLUDE, BUT NOT BE LIMITED TO, MOVING SUBSECTION 33-102.04.(D) TO ARTICLE VII OF CHAPTER 33 WITH REGARD TO THE REGULATION OF SIGNS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Policy f2.3.6 of the City of DeLand’s *Comprehensive Plan* provides that the City shall “[e]xplore possible flexible development standards for affordable housing if mixed-use developments are located on areas served by transit”; and

WHEREAS, housing is generally considered Affordable when it is less than 30% of a family’s gross income and if a family is paying more than 30% its income for housing, it is considered a cost burdened household; and

WHEREAS, over 11 million Americans are considered extremely cost burdened because they are paying more than 50% of their income on housing and, in Florida, the issue of affordability has been one which has been grappled with for a long while; and

WHEREAS, many benefits of affordable housing derive to the City such as, but not limited to:

- (1). Economic benefits to the community. Affordable housing provides direct economic advantages to the immediate community.
- (2). Provides a diverse workforce. The best thing about affordable housing is the fact that it accommodates individuals with different skills that are beneficial to the community.
- (3). Promotes social and economic integration. Affordable housing ensures that the cost of housing is not very high such that families can afford to meet their respective health and education ...
- (4). Stronger labor force. Through affordable housing, the employees are going to be able to live near their respective employment centers and this leads to a stronger labor force.

; and

WHEREAS, it is important for the City to establish reasonable regulations for the regulation and ultimate elimination of non-conforming uses; and

WHEREAS, the City desires to revise its Land Development Code to, amongst other elements, allow for the construction of smaller homes with reduced parking requirements on existing, “in-fill” lots and provide for an easier process to obtain approval for accessory dwelling units (ADU’s); and

WHEREAS, the City of DeLand’s Planning Board, as the City’s local planning agency, held a public hearing to consider this Ordinance and recommended approval; and

WHEREAS, City staff has recommended approval of this Ordinance; and

WHEREAS, without limiting the generality of the foregoing in any respect, the City Commission has determined that this Ordinance is consistent with the *Comprehensive Plan* of the City of DeLand; and

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

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

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

WHEREAS, for purposes of this Ordinance, underlined type shall constitute additions to the original text, *** shall constitute ellipses to the original text, ~~striketrough~~ shall constitute deletions to the original text, and minor edits have been made without legislative coding.

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

Section 1. Legislative Findings and Intent.

(a). The City Commission of the City of DeLand hereby adopts and incorporates into this Ordinance the City staff report relating to this Ordinance.

(b). A nonconforming use is generally defined as a land use or structure that was legal when established but does not conform to the standards of the current zoning ordinance or land development regulations. The term “nonconforming use” covers several situations, including nonconforming uses, lots, buildings and structures. Preexisting land uses that do not conform to current zoning are not favored. The ultimate goal of zoning is to achieve a complimentary mix of property uses within each zoning district/classification. At the same time, landowners have made investments in their businesses and buildings, and it would be unfair and, perhaps, illegal in some circumstances, to require immediate termination or removal. Rather than require the immediate elimination of these preexisting uses, it is a common and generally accepted land use planning practice and principal to outline a set of conditions for the continued existence of nonconforming uses. The general rule is, however, that the expansion, enlargement or intensification of a nonconforming use in almost all cases can be regulated or prohibited. Similarly, the resumption of a nonconforming use or structure after it has been destroyed may be prohibited in some circumstances, but land development regulations traditionally set specific thresholds, such as a percentage of assessed value, for defining what constitutes destruction, and courts generally defer to the stated thresholds. Again, the principle is to allow landowners to continue to reasonably benefit from investments made in their properties. If those investments have been destroyed, however, the community may or may not have an obligation to allow a landowner to reinvest in a use prohibited by current zoning. To prevent nonconforming uses from becoming blighted properties, land development regulations generally allow for routine maintenance and repair, so long as such activities do not constitute expansion or enlargement. When a nonconforming use has been abandoned, its resumption can be prohibited.

Section 2. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-12, “Definitions” by adding the new underlined language alphabetically and by deleting the ~~strike-through language~~, to be read in full as follows:

Sec. 33-12. - Definitions.

(a). As used in these Land Development Regulations ~~this chapter~~, the following words shall be defined as follows:

Dwelling, multiple-family, means a building or site designed for or occupied exclusively by three or more families living independently of each other with independent cooking and bathroom facilities.

Nonconformities, building ~~or and~~ structure, means a building or structure, lawfully existing at the effective date of the enactment (effective date) of a provision or provisions of these *Land Development Regulations*, or any subsequent amendment thereto, which does not conform to one or more of the then enacted provision or provisions. Buildings or structures that are subject to a development order granting a variance shall not be considered nonconforming. ~~which does not meet the city's requirements as to:~~

Minimum building or structure setback;

Minimum building dimensions;

Minimum lot dimensions;

Minimum landscape buffer requirements;

Maximum lot coverage or impervious area;

Maximum height for structures; or

Other similar building or structural requirements or limitations.;

~~Nonconformities, parking, loading, landscaping, and other means improvements that do not meet with such City requirements as to:~~

~~Required number or size of parking spaces;~~

~~Required number or size of loading dock spaces;~~

~~Required dumpster location or screening;~~

~~Required stacking spaces for drive-in services;~~

~~Required access and maneuvering area in vehicular areas;~~

~~Required landscaping and screening;~~

~~Required sidewalk and pedestrian circulation;~~

~~Limitations on amount and area of signs; or~~

~~Other similar site improvement requirements or limitations.~~

Nonconforming Lot means a lot (meaning a tract of land however lawfully created) which is lawfully existing at the effective date of the enactment (effective date) of a provision or provisions of these *Land Development Regulations*, or any subsequent amendment thereto, which does not conform to one or more of the then enacted provision or provisions. Lots that are subject to a development order granting a variance shall not be considered nonconforming.

Nonconforming Use means a use of land lawfully existing at the effective date of the enactment (effective date) of a provision or provisions of these *Land Development Regulations*, or any subsequent amendment thereto, which does not conform to one or more of the then enacted provision or provisions. ~~means the presence on a lot of a use not permitted on said lot by this Code. The presence on a lot of more dwelling units than this development code permits shall be deemed a nonconforming use. Existing active uses not meeting the allowed use criteria of the site's zoning district, but maintaining an active business tax receipt issued by the city, or issued by the city upon annexation, may continue so long as the use is compliant with the regulations governing such use. However, should either the use become dormant or the business tax receipt lapse for one year, then the use shall be terminated and shall not thereafter be reestablished.~~

(b). In addition to the foregoing, the City may apply any definition set forth in the Florida Statutes that may be applicable to the development processes and procedures of the City as well as any definition that may be adopted in the Florida Building Code when applicable to such processes and procedures.

Section 3. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending the chart for Section 33-17 “Zoning districts.”, by inserting the new underlined language and by deleting the ~~strike-through language~~, to be read in full as follows:

USES	<u>R-R</u>	<u>R-R1</u>	<u>R-1A</u>	<u>R-1A</u>	<u>R-1B</u>	<u>R-1</u>	<u>R-1C</u>	<u>R-2</u>	<u>R-8</u>	<u>R-12</u>	<u>R-16</u>	<u>R-M</u>	<u>E-1</u>
Single-family dwellings except mobile homes	P	P	P	P	P	P	P						P
Single-family dwellings compliant with R-1								P	C	C			
Two-family dwellings and duplexes								P					P
Two-family dwellings and duplexes, comply R-2									C	C			
Multiple-family dwellings									P	P	P		P
Accessory Dwelling Units	<u>EC</u>	<u>EC</u>	<u>EC</u>	<u>EC</u>	<u>EC</u>	<u>EC</u>	<u>EC</u>						<u>C</u>
Dormitories													P
Mobile homes, tenant or lease residence												P	

Mobile home sales on site lots and housing units												P	
Recreation or laundry facilities												P	
Park management office buildings												P	
Bed and breakfast homestay, accessory	P	P	P	P	P	P	P	P					
Bed and breakfast inn, accessory									P	P	P		
Day care facilities													P
Family day care home	P	P	P	P	P	P	P	P	P	P	P		
Community residential homes, single-family*	C	C	C	C	C	C	C	P	C	C	C	C	C
Community residential homes, multifamily*									C	C			C
Nursing homes and adult congregate living									E	E	E		
Community and Market Gardens	E ¹	E ¹	E ¹	E ¹	E ¹	E ¹	E ¹	E ¹	E ¹	E ¹	E ¹	E ¹	E ¹
Mini and neighborhood parks	P	P	P	P	P	P	P	P	P	P	P	P	P
Community and regional parks	E	E	E	E	E	E	E	E	E	E	E	E	E
Private parks	E	E	E	E	E	E	E	E	E	E	E		
Golf courses and their related structures	E	E	E	E	E	E	E	E	E	E	E	E	E
Private clubs and lodges	E	E									P		<u>P</u>
Churches with accessory education and recreation	E	E	E	E	E	E	E	E	E	E	E	E	P
Government or public buildings and land uses	E	E	E	E	E	E	E	E	E	E	E	E	P
Cemeteries	E ⁴	E ⁴	E ⁴	E ⁴	E ⁴	E ⁴	E ⁴	E ⁴	E ⁴	E ⁴	E ⁴		
Veterinary clinics, groom and outdoor boarding	E												
Colleges and universities						P	P						P
Public, private and parochial schools												P	P
Printing and lithography, not to exceed 2,000 square feet													C
Private clubs and lodges													P
Shade structure less than up to 800 square feet (accessory)													P
Shade structure over 800 square feet													E
Microwave, radio, phone, TV facilities and towers													E
Communication towers	See section 33-23												
Other uses approved by the city commission ¹	P	P	P	P	P	P	P	P	P	P	P	P	P

- ¹ Other uses approved by the city commission after review and recommendation by the planning board, which are unquestionably similar to those uses permitted herein.

Section 4. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-17.01 “R-R-Rural Residential.”, by inserting the new underlined language and by deleting the ~~strike-through language~~, to be read in full as follows:

33-17.01. *R-R—Rural Residential.*

- (a) *Statement of intent.* The purpose and intent of this R-R Rural Residential District is to provide a gradual transition between agricultural and urban and single-family development plans.

R-R RURAL RESIDENTIAL	
ALLOWED USES	
PRIMARY USES AND STRUCTURES	
Bed and breakfast homestay, accessory use only (See also section 33-27.03.)	
Family day care home.	
Mini and neighborhood parks.	
Single-family dwellings, except mobile homes.	
Colleges and universities—Colleges and universities, including class rooms, libraries, art centers, laboratories, offices, administration building and other university uses of a similar nature.	
Other uses—Other uses must be approved by the city commission after review and recommendation by the planning board, which are unquestionably similar to those uses permitted therein.	
CONDITIONAL USES (See also Chapter 33, Section 33-19)	
Community residential homes, single-family.	
Accessory dwelling units.	
SPECIAL EXCEPTIONS (See also Chapter 33, Section 33-18)	
Accessory dwelling units.	
Cemeteries.	
Churches, houses of worship—Churches, houses of worship and religious institutions with their customary accessory educational and recreational uses and buildings.	
Community and regional parks.	
Community gardens.	
Golf courses—Golf courses and appurtenant structures connected thereto, including but not limited to the clubhouse, storage rooms and locker rooms.	
Government and public buildings and land uses.	
Private clubs and lodges.	
Private parks.	
Veterinary clinics/hospitals and pet grooming—Veterinary clinics, animal hospitals and pet grooming with outdoor boarding facilities and runs.	
Home occupations are permitted in structures used as a residence without a development permit when conducted in accordance with section 33-27.01. Regulations governing other accessory uses appear in article III.	
MAXIMUM DENSITY ALLOWED	
Dwelling units per gross acre.	1.09
MINIMUM LOT DIMENSIONS	
MINIMUM WIDTH	100 feet

MINIMUM SIZE	40,000 square feet
Lots fronting on a curve must have a minimum 50-foot width at the street line.	
Corner lots must be 15 percent greater in width and area than the minimum requirement for interior lots.	
Lots fronting on a cul-de-sac must have a minimum 25-foot lot width at the street line and must meet the minimum lot width at the building set back line.	
SETBACKS/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS	
Maximum impervious surface	30 percent
Front setback	40 feet
Rear setback	40 feet
Interior side setback	15 feet
Street side setback	40 feet
BUILDING DIMENSIONS	
Maximum height	35 feet
Minimum floor area under heat and air	9001,200-square feet
ADDITIONAL REQUIREMENTS	
MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING	
The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and ten feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.	
A minimum of two off-street parking spaces compliant with Figure 33-91.06(b) are required per unit.	
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved or improved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer. Areas paved with impervious material must be included in the site's impervious surface calculation. Compacted gravel or milled asphalt may be proposed for single-family dwellings in accordance with section 33-91.06(d)3.f.	
MINIMUM REQUIREMENT FOR STORMWATER MANAGEMENT	
Stormwater generated by, during and after construction or improvement must be contained on-site or within a communal stormwater collection and management system permitted by the state.	
MINIMUM REQUIREMENTS FOR WATER AND SEWER	
Application for and connection to municipal water and sewer is required within areas served by the city.	
MINIMUM REQUIREMENTS FOR LOTS WHERE SEPTIC TANKS ARE USED	
SEWER/WATER SYSTEM	LOT AREA
Septic or aerobic tank with individual well	1-acre per unit
Septic tank with public water supply	½-acre per unit
MINIMUM REQUIREMENTS FOR TREE COVERAGE	
Each lot must have at a minimum one front yard tree and one tree for every 2,500 square feet of lot area.	
Historic trees and trees utilized to meet the minimum tree protection requirement or trees located inside a designated tree protection area, as defined in article VI of chapter 33, may not be removed without application and approval of a permit by the city.	
LANDSCAPING	
Landscaped buffers are required along street frontages where developments are proposed (article VIII of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33).	
AGRICULTURE	

Low intensity agriculture is permitted, provided the use is consistent with the Comprehensive Plan and the requirements of section 33-27.05.

ACCESSORY STRUCTURES

Permits are required for the placement and installation of accessory structures such as pools, storage sheds fences and similar structures. Additional information is contained within article III, section 33-28, accessory structures.

Section 5. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-17.02 “R-R1-Suburban Single-Family Residential District.” by inserting the new underlined language and by deleting the ~~strike-through language~~, to be read in full as follows:

33-17.02. *R-R1—Suburban Single-Family Residential District.*

- (a) *Statement of intent.* The purpose of the R-R1 Suburban Single-Family Residential District is to provide a transitional area between rural residential and urban development patterns. The intent of the district is to allow and encourage future single-family development in these transitional areas and to preserve the character of existing suburban residential developments of a similar nature.

R-R1 SUBURBAN SINGLE-FAMILY RESIDENTIAL DISTRICT
ALLOWED USES
PRIMARY USES AND STRUCTURES
Bed and breakfast homestay, accessory use only (See also section 33-27.03.)
Family day care home.
Mini and neighborhood parks.
Single-family dwellings, except mobile homes.
Other uses—Other uses must be approved by the city commission after review and recommendation by the planning board, which are unquestionably similar to those uses permitted therein.
CONDITIONAL USES (See also chapter 33, section 33-19)
Community residential homes, single-family.
<u>Accessory dwelling units.</u>
SPECIAL EXCEPTIONS (See also chapter 33, section 33-18)
Accessory dwelling units.
Bed and Breakfast homestay, as allowed for in Section 33-27.03
Cemeteries.
Churches, houses of worship—Churches, houses of worship and religious institutions with their customary accessory educational and recreational uses and buildings.
Community and regional parks.
Community gardens.
Golf courses—Golf courses and appurtenant structures connected thereto, including but not limited to the clubhouse, storage rooms and locker rooms.
Government and public buildings and land uses.
Private clubs and lodges.
Private parks.
Home occupations are permitted in structures used as a residence without a development permit when conducted in accordance with section 33-27.01. Regulations governing other accessory uses appear in article III.

MAXIMUM DENSITY ALLOWED	
Dwelling units per gross acre.	2.18
MINIMUM LOT DIMENSIONS	
MINIMUM WIDTH	100 feet
MINIMUM SIZE	20,000 square feet
Lots fronting on a curve must have a minimum 50-foot width at the street line.	
Corner lots must be 15 percent greater in width and area than the minimum requirement for interior lots.	
Lots fronting on a cul-de-sac must have a minimum 25-foot lot width at the street line and must meet the minimum lot width at the building set back line.	
SETBACKS/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS	
Maximum impervious surface	35 percent
Front setback	30 feet
Rear setback	20 percent of lot depth, but not less than 20 feet. For residences, where 60% of neighboring residential structures within 500 feet have an existing lesser setback staff may approve a matching setback.
Interior side setback	12 feet
Street side setback	30 feet
BUILDING DIMENSIONS	
Maximum height	35 feet
Minimum floor area under heat and air	9001,200 square feet
ADDITIONAL REQUIREMENTS	
MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING	
The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and 10 feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.	
A minimum of two, off street parking spaces compliant with Figure 33-91.05(b) are required per unit.	
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved or improved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer. Areas paved with impervious material must be included in the site's impervious surface calculation. Compacted gravel or milled asphalt may be proposed for single-family dwellings in accordance with section 33-91.06(d)3.f.	
MINIMUM REQUIREMENT FOR STORMWATER MANAGEMENT	
Stormwater generated by, during and after construction or improvement must be contained on-site or within a communal stormwater collection and management system permitted by the state.	
MINIMUM REQUIREMENTS FOR WATER AND SEWER	
Application for and connection to municipal water and sewer is required within areas served by the city.	
MINIMUM REQUIREMENTS FOR LOTS WHERE SEPTIC TANKS ARE USED	
SEWER/WATER SYSTEM	LOT AREA
Septic or aerobic tank with individual well	1-acre per unit
Septic tank with public water supply	½-acre per unit
MINIMUM REQUIREMENTS FOR TREE COVERAGE	
Each lot must have at a minimum one front yard tree and one tree for every 2,500 square feet of lot area.	

Historic trees and trees utilized to meet the minimum tree protection requirement or trees located inside a designated tree protection area, as defined in article VI of chapter 33, may not be removed without application and approval of a permit by the city.
LANDSCAPING
Landscaped buffers are required along street frontages where developments are proposed (article VIII of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33).
AGRICULTURE
Low intensity agriculture is permitted, provided the use is consistent with the Comprehensive Plan and the requirements of section 33-27.05.
ACCESSORY STRUCTURES
Permits are required for the placement and installation of accessory structures such as pools, storage sheds, fences and similar structures. Additional information is contained within article III, section 33-28, accessory structures.

Section 6. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-17.03 “R-1AA-Single-Family Dwelling District.” by inserting the new underlined language and by deleting the ~~strike-through language~~, to be read in full as follows:

33-17.03. *R-1AA—Single-Family Dwelling District.*

- (a) *Statement of intent.* The purpose and intent of the R-1AA Single-Family Residential District is to provide and encourage low-density residential neighborhoods in an urban setting for both existing and proposed developments.

R-1AA SINGLE-FAMILY DWELLING
ALLOWED USES
PRIMARY USES AND STRUCTURES
Bed and breakfast homestay, accessory use only. (See also section 33-27.03.)
Family day care home.
Mini and neighborhood parks.
Single-family dwellings, except mobile homes.
Other uses approved by the city commission after review and recommendation by the planning board, which are unquestionably similar to those uses permitted herein.
CONDITIONAL USES (See also chapter 33, section 33-19)
Community residential homes, single-family.
Garden community (section 33-19.14).
<u>Accessory dwelling units.</u>
SPECIAL EXCEPTIONS (See also chapter 33, section 33-18)
Accessory dwelling units.
Bed and Breakfast homestay, as allowed for in Section 33-27.03
Cemeteries.
Churches, houses of worship, and religious institutions, with their customary accessory educational and recreational uses and buildings.
Community and regional parks.
Community gardens.

Golf courses and appurtenant structures connected thereto, including but not limited to the clubhouse, storage rooms and locker rooms.	
Governmental and public building and land uses.	
Private parks.	
Home occupations are permitted in structures used as a residence without a development permit when conducted in accordance with section 33-27.01. Regulations governing other accessory uses appear in article III.	
MAXIMUM DENSITY ALLOWED	
Dwelling units per gross acre	4.36
MINIMUM LOT DIMENSIONS	
MINIMUM WIDTH	100 feet
MINIMUM SIZE	10,000 square feet
Lots fronting on a curve must have a minimum 50-foot width at the street line.	
Corner lots must be 15 percent greater in width and area than the minimum requirement for interior lots.	
Lots fronting on a cul-de-sac must have a minimum 25-foot lot width at the street line and must meet the minimum lot width at the building set back line.	
SETBACKS/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS	
Maximum impervious surface	40 percent
Front setback	30 feet
Rear setback	25 feet. For residences, where 60 percent of neighboring residential structures within 500 feet have an existing lesser setback staff may approve a matching setback.
Side setback	15 feet
Street side setback	20 feet, provided the corner lot faces the same as all other lots on the street.
BUILDING DIMENSIONS	
Maximum height	35 feet
Minimum floor area under heat and air	9001,400 square feet
	Two story: Ground floor: 6001,200 square feet
ADDITIONAL REQUIREMENTS	
MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING	
The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and ten feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.	
A minimum of two, off-street parking spaces compliant with Figure 33-91.06(b) are required per unit.	
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved or improved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer. Areas paved with impervious material must be included in the site's impervious surface calculation. Compacted gravel or milled asphalt may be proposed for single-family dwellings in accordance with section 33-91.06(d)3.f.	
MINIMUM REQUIREMENT FOR STORMWATER MANAGEMENT	
Stormwater generated by, during and after construction or improvement must be contained on-site or within a communal stormwater collection and management system permitted by the state.	
MINIMUM REQUIREMENTS FOR WATER AND SEWER	
Application for and connection to municipal water and sewer is required within areas served by the city.	

MINIMUM REQUIREMENTS FOR LOTS WHERE SEPTIC TANKS ARE USED	
SEWER/WATER SYSTEM	LOT AREA
Septic or aerobic tank with individual well	1 acre per unit
Septic tank with public water supply	½ acre per unit
MINIMUM REQUIREMENTS FOR TREE COVERAGE	
Each lot must have at a minimum one front yard tree and one tree for every 2,500 square feet of lot area. Historic trees and trees utilized to meet the minimum tree protection requirement or trees located inside a designated tree protection area, as defined in article VI of chapter 33, may not be removed without application and approval of a permit by the city.	
LANDSCAPING	
Landscaped buffers are required along street frontages where developments are proposed (article VIII of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33).	
AGRICULTURE	
Low intensity agriculture is permitted only as an accessory to single-family dwellings, provided the use is consistent with the Comprehensive Plan and the requirements of section 33-27.05.	
ACCESSORY STRUCTURES	
Permits are required for the placement and installation of accessory structures such as pools, storage sheds, fences and similar structures. Additional information is contained within article III, section 33-28, accessory structures.	

Section 7. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-17.031 “R-1A-Single-Family Dwelling District.” by inserting the new underlined language and by deleting the ~~strike-through language~~, to be read in full as follows:

33-17.031. *R-1A—Single-Family Dwelling District.*

- (a) *Statement of intent.* The purpose and intent of the R-1A Single-Family Residential District is to provide low density residential neighborhoods in an urban setting with less stringent development standards than the R-1AA district.

R-1A SINGLE-FAMILY DWELLING
ALLOWED USES
PRIMARY USES AND STRUCTURES
Bed and breakfast homestay, accessory use only. (See also section 33-27.03.)
Family day care home.
Mini and neighborhood parks.
Single-family dwellings, except mobile homes.
Other uses approved by the city commission after review and recommendation by the planning board, which are unquestionably similar to those uses permitted herein.
CONDITIONAL USES (See also chapter 33, section 33-19)
Community residential homes, single-family.
Garden community (section 33-19.14).
<u>Accessory dwelling units.</u>
SPECIAL EXCEPTIONS (See also chapter 33, section 33-18)
<u>Accessory dwelling units.</u>
Bed and Breakfast homestay, as allowed for in Section 33-27.03

Cemeteries.	
Churches, houses of worship, and religious institutions, with their customary accessory educational and recreational uses and buildings.	
Community and regional parks.	
Community gardens.	
Golf courses and appurtenant structures connected thereto, including but not limited to the clubhouse, storage rooms and locker rooms.	
Governmental and public building and land uses.	
Private parks.	
Home occupations are permitted in structures used as a residence without a development permit when conducted in accordance with section 33-27.01. Regulations governing other accessory uses appear in article III.	
MAXIMUM DENSITY ALLOWED	
Dwelling units per gross acre	5.28
MINIMUM LOT DIMENSIONS	
MINIMUM WIDTH	75 feet corner lots must be 15 percent greater in width and area than the minimum requirement for interior lots. Lots fronting on a curve must have a minimum 50-foot width at the street line.
MINIMUM SIZE	8,250 square feet
SETBACKS/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS	
Maximum impervious surface	40 percent
Front setback	30 feet
Rear setback	25 feet. For residences, where 60 percent of neighboring residential structures within 500 feet have an existing lesser setback staff may approve a matching setback.
Side setback	12.5 feet
Corner lot: Street side setback	20 feet, provided the corner lot faces the same as all other lots on the street.
BUILDING DIMENSIONS	
Maximum height	35 feet
Minimum floor area under heat and air	9001,400-square feet. Two story: Ground floor: 9600 square feet
ADDITIONAL REQUIREMENTS	
MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING	
The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and ten feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.	
A minimum of two, off-street parking spaces compliant with Figure 33-91.06(b) are required per unit.	
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer. Paved areas must be included in the site's impervious surface calculation. Compacted gravel or milled asphalt may be proposed for single-family dwellings in accordance with section 33-91.06(d)3.f.	
MINIMUM REQUIREMENT FOR STORMWATER MANAGEMENT	
Stormwater generated by, during and after construction or improvement must be contained on-site or within a communal stormwater collection and management system permitted by the state.	
MINIMUM REQUIREMENTS FOR WATER AND SEWER	

Application for and connection to municipal water and sewer is required within areas served by the city.	
MINIMUM REQUIREMENTS FOR LOTS WHERE SEPTIC TANKS ARE USED	
SEWER/WATER SYSTEM	LOT AREA
Septic or aerobic tank with individual well	1 acre per unit
Septic tank with public water supply	½ acre per unit
MINIMUM REQUIREMENTS FOR TREE COVERAGE	
Each lot must have at a minimum one front yard tree and one tree for every 2,500 square feet of lot area. Historic trees and trees utilized to meet the minimum tree protection requirement or trees located inside a designated tree protection area, as defined in article VI of chapter 33, may not be removed without application and approval of a permit by the city.	
LANDSCAPING	
Landscaped buffers are required along street frontages where developments are proposed (article VIII of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33).	
AGRICULTURE	
Low intensity agriculture is permitted only as an accessory to single-family dwellings, provided the use is consistent with the Comprehensive Plan and the requirements of section 33-27.05.	
ACCESSORY STRUCTURES	
Permits are required for the placement and installation of accessory structures such as pools, storage sheds, fences and similar structures. Additional information is contained within article III, section 33-28, accessory structures.	

Section 8. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-17.04 “R-1B-Single-Family Dwelling District.” by inserting the new underlined language and by deleting the ~~strike-through language~~, to be read in full as follows:

33-17.04. *R-1B—Single-Family Dwelling District.*

- (a) *Statement of intent.* The purpose and intent of the R-1B Single-Family Residential District is to provide affordable, low density residential neighborhoods in an urban setting with less stringent development standards and minimum floor area requirements than the R-1A district.

R-1B SINGLE-FAMILY DWELLING
ALLOWED USES
PRIMARY USES AND STRUCTURES
Bed and breakfast homestay, accessory use only. (See also section 33-27.03.)
Family day care home.
Mini and neighborhood parks.
Single-family dwellings, except mobile homes.
Other uses approved by the city commission after review and recommendation by the planning board, which are unquestionably similar to those uses permitted herein.
CONDITIONAL USES (See also chapter 33, section 33-19)
Community residential homes, single-family.
Garden community (section 33-19.14).
Accessory dwelling units.
SPECIAL EXCEPTIONS (See also chapter 33, section 33-18)
Accessory dwelling units.

Bed and Breakfast homestay, as allowed for in Section 33-27.03	
Cemeteries.	
Churches, houses of worship, and religious institutions, with their customary accessory educational and recreational uses and buildings.	
Community and regional parks.	
Community gardens.	
Golf courses and appurtenant structures connected thereto, including, but not limited to, the clubhouse, storage rooms and locker rooms.	
Governmental and public building and land uses.	
Private parks.	
Home occupations are permitted in structures used as a residence without a development permit when conducted in accordance with section 33-27.01. Regulations governing other accessory uses appear in article III.	
MAXIMUM DENSITY ALLOWED	
Dwelling units per gross acre	5.81
MINIMUM LOT DIMENSIONS	
MINIMUM WIDTH	75 feet. Lots fronting on a curve must have a minimum 50-foot width at the street line. Corner lots must be 15 percent greater in width and area than the minimum requirement for interior lots. Lots fronting on a cul-de-sac must have a minimum 25-foot lot width at the street line and must meet the minimum lot width at the building set back line.
MINIMUM SIZE	7,500 square feet
SETBACKS/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS	
Maximum impervious surface	45 percent
Front setback	30 feet
Rear setback	25 feet. For residences, where 60 percent of neighboring residential structures within 500 feet have an existing lesser setback staff may approve a matching setback.
Side setback	10 feet
Corner lot: Street side setback	20 feet, provided the corner lot faces the same as all other lots on street.
BUILDING DIMENSIONS	
Maximum height	35 feet
Minimum floor area under heat and air	9001,200-square feet
	Two story: Ground floor: 9600 square feet.
ADDITIONAL REQUIREMENTS	
MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING	
The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and ten feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.	
A minimum of two, off-street parking spaces compliant with Figure 33-91.06(b) are required per unit.	
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved or improved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer. Areas paved with impervious material must be included in the site's impervious surface calculation.	

Compacted gravel or milled asphalt may be proposed for single-family dwellings in accordance with section 33-91.06(d)3.f.	
MINIMUM REQUIREMENT FOR STORMWATER MANAGEMENT	
Stormwater generated by, during and after construction or improvement must be contained on-site or within a communal stormwater collection and management system permitted by the state.	
MINIMUM REQUIREMENTS FOR WATER AND SEWER	
Application for and connection to municipal water and sewer is required within areas served by the city.	
MINIMUM REQUIREMENTS FOR LOTS WHERE SEPTIC TANKS ARE USED	
SEWER/WATER SYSTEM	LOT AREA
Septic or aerobic tank with individual well	1 acre per unit
Septic tank with public water supply	½ acre per unit
MINIMUM REQUIREMENTS FOR TREE COVERAGE	
Each lot must have at a minimum one front yard tree and one tree for every 2,500 square feet of lot area. Historic trees and trees utilized to meet the minimum tree protection requirement or trees located inside a designated tree protection area, as defined in article VI of chapter 33, may not be removed without application and approval of a permit by the city.	
LANDSCAPING	
Landscaped buffers are required along street frontages where developments are proposed (article VIII of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33).	
AGRICULTURE	
Low intensity agriculture is permitted only as an accessory to single-family dwellings, provided the use is consistent with the Comprehensive Plan and the requirements of section 33-27.05.	
ACCESSORY STRUCTURES	
Permits are required for the placement and installation of accessory structures such as pools, storage sheds, fences and similar structures. Additional information is contained within article III, Section 33-28, accessory structures.	

Section 9. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-17.05 “R-1-Single-Family Dwelling District.” by inserting the new underlined language and by deleting the ~~strike-through language~~, to be read in full as follows:

33-17.05. *R-1—Single-Family Dwelling District.*

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

R-1 SINGLE-FAMILY DWELLING
ALLOWED USES
PRIMARY USES AND STRUCTURES
Bed and breakfast homestay, accessory use only. (See also section 33-27.03.)
Colleges and universities, including classrooms, libraries, art centers, laboratories, offices, administrative buildings and other university uses of a similar nature.
Family day care home.
Mini and neighborhood parks.
Single-family dwellings, except mobile homes.

Other uses approved by the city commission after review and recommendation by the planning board, which are unquestionably similar to those uses permitted herein.	
CONDITIONAL USES (See also Chapter 33, Section 33-19)	
Community residential homes, single-family.	
Garden community (section 33-19.14).	
Accessory dwelling units.	
SPECIAL EXCEPTIONS (See also Chapter 33, Section 33-18)	
Accessory dwelling units.	
Bed and Breakfast homestay, as allowed for in Section 33-27.03	
Cemeteries, churches, houses of worship, and religious institutions, with their customary accessory educational and recreational uses and buildings.	
Community and regional parks.	
Community gardens.	
Golf courses and appurtenant structures connected thereto, including but not limited to the clubhouse, storage rooms and locker rooms.	
Governmental and public building and land uses.	
Private parks.	
Home occupations are permitted in structures used as a residence without a development permit when conducted in accordance with section 33-27.01. Regulations governing other accessory uses appear in article III.	
MAXIMUM DENSITY ALLOWED	
Dwelling units per gross acre	6.7
MINIMUM LOT DIMENSIONS	
MINIMUM WIDTH	60 feet
MINIMUM SIZE	6,500 square feet. Lots fronting on a curve must have a minimum 50-foot width at the street line. Corner lots must be 15 percent greater in width and area than the minimum requirement for interior lots. Lots fronting on a cul-de-sac must have a minimum 25-foot lot width at the street line and must meet the minimum lot width at the building set back line.
SETBACKS/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS	
Maximum impervious surface	50 percent
Front setback	30 feet
Rear setback	25 feet. For residences, where 60 percent of neighboring residential structures within 500 feet have an existing lesser setback staff may approve a matching setback.
Side setback	<u>7.5</u> 10 feet
Corner lot: Street side setback	<u>20</u> <u>15</u> feet—Provided the corner lot faces the same as all other lots on street.
BUILDING DIMENSIONS	
Maximum height	35 feet
Minimum floor area under heat and air	<u>1,900</u> square feet
	Two story: Ground floor: <u>860</u> square feet
ADDITIONAL REQUIREMENTS	
MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING	

The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and ten feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.	
A minimum of two, off-street parking spaces compliant with Figure 33-91.06(b) are required per unit.	
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved or improved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer. Areas paved with impervious material must be included in the site's impervious surface calculation. Compacted gravel or milled asphalt may be proposed for single-family dwellings in accordance with section 33-91.06(d)3.f.	
MINIMUM REQUIREMENT FOR STORMWATER MANAGEMENT	
Stormwater generated by, during and after construction or improvement must be contained on-site or within a communal stormwater collection and management system permitted by the state.	
MINIMUM REQUIREMENTS FOR WATER AND SEWER	
Application for and connection to municipal water and sewer is required within areas served by the city.	
MINIMUM REQUIREMENTS FOR LOTS WHERE SEPTIC TANKS ARE USED	
SEWER/WATER SYSTEM	LOT AREA
Septic or aerobic tank with individual well	1 acre per unit
Septic tank with public water supply	½ acre per unit
MINIMUM REQUIREMENTS FOR TREE COVERAGE	
Each lot must have at a minimum one front yard tree and one tree for every 2,500 square feet of lot area. Historic trees and trees utilized to meet the minimum tree protection requirement or trees located inside a designated tree protection area, as defined in article VI of chapter 33, may not be removed without application and approval of a permit by the city.	
LANDSCAPING	
Landscaped buffers are required along street frontages where developments are proposed (article VIII of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33).	
AGRICULTURE	
Low intensity agriculture is permitted only as an accessory to single-family dwellings, provided the use is consistent with the Comprehensive Plan and the requirements of section 33-27.05.	
ACCESSORY STRUCTURES	
Permits are required for the placement and installation of accessory structures such as pools, storage sheds, fences and similar structures. Additional information is contained within article II, section 33-28, accessory structures.	

Section 10. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-17.07 “R-2 Two-Family Dwelling District.” by inserting the new underlined language and by deleting the ~~strike-through language~~, to be read in full as follows:

33-17.07. *R-2—Two-Family Dwelling District.*

- (a) *Statement of intent.* The purpose and intent of the R-2 Two-Family Residential District is to provide medium density multifamily residential neighborhoods in an urban setting with a mixture of single-family, two-family, and limited nonresidential development.

R-2 TWO-FAMILY DWELLING
ALLOWED USES

PRIMARY USES AND STRUCTURES	
Bed and breakfast homestay, accessory use only. (See also section 33-27.03.)	
Family day care home.	
Mini and neighborhood parks.	
Two-family dwellings and duplexes.	
Other uses approved by the city commission after review and recommendation by the planning board, which are unquestionably similar to those uses permitted herein.	
CONDITIONAL USES (See also Chapter 33, Section 33-19)	
Community residential homes, single-family.	
Single-family dwellings, development must comply with R-1 standards.	
Garden community (section 33-19.14).	
SPECIAL EXCEPTIONS (See also Chapter 33, Section 33-18)	
Cemeteries, churches, houses of worship, and religious institutions, with their customary accessory educational and recreational uses and buildings.	
Community and regional parks.	
Community gardens.	
Golf courses and appurtenant structures connected thereto, including but not limited to the clubhouse, storage rooms and locker rooms.	
Governmental and public building and land uses.	
Private parks.	
Home occupations are permitted in structures used as a residence without a development permit when conducted in accordance with section 33-27.01. Regulations governing other accessory uses appear in article III.	
MAXIMUM DENSITY ALLOWED	
Dwelling units per gross acre	11.62
MINIMUM LOT DIMENSIONS	
MINIMUM WIDTH Lots fronting on a curve must have a minimum 50-foot width at the street line. Corner lots must be 15 percent greater in width and area than the minimum requirement for interior lots. Lots fronting on a cul-de-sac must have a minimum 25-foot lot width at the street line and must meet the minimum lot width at the building setback line.	Single-family dwelling: 60 feet.
	Duplex: 75 feet. Where the duplex is subdivided for individual ownership; each unit in the duplex shall have a minimum lot width of 37.5 feet.
MINIMUM SIZE	Single-family dwelling: 6,500 square feet.
	Duplex: 7,500 square feet. Where the duplex is subdivided for individual ownership, each unit in the duplex shall have a minimum lot area of 3,750 square feet.
SETBACKS/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS	
Maximum impervious surface	50 percent
Front setback	30 feet
Rear setback	25 feet. For residences, where 60 percent of neighboring residential structures within 500 feet have an existing lesser setback staff may approve a matching setback.
Side setback	7.5 feet

	In instances where the duplex is being subdivided for individual ownership, the interior side setback shall be reduced to 0 feet.
Corner lot: Street side setback	15 feet, provided the corner lot faces the same as all other lots on street.
BUILDING DIMENSIONS	
Maximum height	35 feet
Minimum floor area under heat and air: single-family	1,090 square feet Single-family—Ground floor: 860 square feet
Minimum floor area under heat and air: Duplex	One story: 1,290 square feet Ground floor: 960 square feet
ADDITIONAL REQUIREMENTS	
MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING	
The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and ten feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.	
A minimum of two, off-street parking spaces compliant with Figure 33-91.05(b) are required per unit.	
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer. Paved areas must be included in the site's impervious surface calculation. Compacted gravel or milled asphalt may be proposed for single-family dwellings in accordance with section 33-91.06(d)3.f.	
MINIMUM REQUIREMENT FOR STORMWATER MANAGEMENT	
Stormwater generated by, during and after construction or improvement must be contained on-site or within a communal stormwater collection and management system permitted by the state.	
MINIMUM REQUIREMENTS FOR WATER AND SEWER	
Application for and connection to municipal water and sewer is required within areas served by the city.	
MINIMUM REQUIREMENTS FOR LOTS WHERE SEPTIC TANKS ARE USED	
SEWER/WATER SYSTEM	LOT AREA
Septic or aerobic tank with individual well	1 acre per unit
Septic tank with public water supply	½ acre per unit
MINIMUM REQUIREMENTS FOR TREE COVERAGE	
Each lot must have at a minimum one front yard tree and one tree for every 2,500 square feet of lot area. Historic trees and trees utilized to meet the minimum tree protection requirement or trees located inside a designated tree protection area, as defined in article VI of chapter 33, may not be removed without application and approval of a permit by the city.	
LANDSCAPING	
Landscaped buffers are required along street frontages where developments are proposed (article VIII of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33).	
ACCESSORY STRUCTURES	
Permits are required for the placement and installation of accessory structures such as pools, storage sheds, fences and similar structures. Additional information is contained within article III, section 33-28, accessory structures.	
COMMUNITY DESIGN STANDARDS	
Site and building aesthetics need to comply with the Community Design Standards (article VIII, section 33-94).	

Section 11. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-17.08 “R-8 Multiple-Family Dwelling District.” by inserting the new underlined language and by deleting the ~~strike-through language~~, to be read in full as follows:

33-17.08. *R-8—Multiple-Family Dwelling District.*

- (a) *Statement of intent.* The purpose and intent of this district is to provide for a variety of multiple-family residential developments in an urban, medium density residential setting.

R-8 MULTIPLE-FAMILY DWELLING
ALLOWED USES
PRIMARY USES AND STRUCTURES
Bed and breakfast homestay, accessory use only. (See also section 33-27.03.)
Family day care home.
Mini and neighborhood parks.
Multiple-family dwellings and duplexes.
Other uses approved by the city commission after review and recommendation by the planning board, which are unquestionably similar to those uses permitted herein.
CONDITIONAL USES (See also CHAPTER 33, section 33-19)
Community residential homes, single-family.
Community residential homes, multifamily.
Single-family dwellings, development must comply with R-1 standards.
Two-family dwellings and duplexes, development must comply with R-2 standards.
SPECIAL EXCEPTIONS (See also Chapter 33, Section 33-18)
Cemeteries.
Churches, houses of worship, and religious institutions, with their customary accessory educational and recreational uses and buildings.
Community and regional parks.
Community gardens.
Golf courses and appurtenant structures connected thereto, including but not limited to the clubhouse, storage rooms and locker rooms.
Governmental and public building and land uses.

Nursing (convalescent) homes, adult congregate-living facilities.	
Private parks.	
Home occupations are permitted in structures used as a residence without a development permit when conducted in accordance with section 33-27.01. Regulations governing other accessory uses appear in article III.	
MAXIMUM DENSITY ALLOWED	
Dwelling units per gross acre.	<u>8</u>
MINIMUM LOT DIMENSIONS	
MINIMUM WIDTH Lots fronting on a curve must have a minimum 50-foot width at the street line. Corner lots must be 15 percent greater in width and area than the minimum requirement for interior lots. Lots fronting on a cul-de-sac must have a minimum 25-foot lot width at the street line and must meet the minimum lot width at the building set back line.	Single-family dwelling: 60 feet Duplex: 75 feet In instances where the duplex is being subdivided for individual ownership, each unit in the duplex shall have a minimum lot width of 37.5 feet.
MINIMUM SIZE	Single-family dwelling: 6,500 square feet Duplex: 7,500
	In instances where the duplex is being subdivided for individual ownership, each unit in the duplex shall have a minimum lot area of 3,750 square feet.
SETBACKS/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS	
Maximum impervious surface: Single-family/Duplex	50 percent
Maximum impervious surface: Multifamily	One-, two-, three-story: 50 percent.
	Four-story: 45 percent
	Five-story: 40 percent
	Six-story: 35 percent
SETBACKS: MULTIFAMILY	
Front	30 feet from project perimeter lot line.
Rear and side	20 feet from project perimeter lot line.

	40 feet from the project perimeter lot line when adjacent to single-family residential district. May be reduced to 20 feet if an eight-foot wall is used for visual screening.
Interior	All buildings shall be set back at least ten feet from all interior private roads and parking areas. An additional set back from private roads of one foot shall be required for every two feet of height for structures exceeding 35 feet.
Spacing between buildings	The following minimum spacing shall be maintained between buildings: 25 feet between sides of buildings; 25 feet between sides and rear of adjacent buildings and 50 feet between any combination of fronts or rears of adjacent buildings.
SETBACKS: SINGLE-FAMILY AND DUPLEX	
Front	30 feet
Rear	25 feet. For residences, where 60% of neighboring residential structures within 500 feet have an existing lesser setback staff may approve a matching setback
Side	7.5 feet. In instances where the duplex is being subdivided for individual ownership, the interior side setback shall be reduced to 0 feet.
Corner lot: Side street	15 feet, provided the corner lot faces the same as all other lots on the street.
BUILDING DIMENSIONS	
Maximum height	65 feet
Maximum length	150 feet
Minimum floor area under heat and air: Single-family	1,090 square feet Ground floor: 860 square feet
Minimum floor area under heat and air: Duplex	1,000 900 square feet Ground floor: 960 square feet
Minimum floor area multifamily	Efficiency, no separate bedroom: 425 square feet
	One bedroom: 575 square feet

	Two + bedroom: 725 square feet plus 150 square feet per each additional bedroom
MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING	
The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and 10 feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.	
A minimum of two, off-street parking spaces compliant with Figure 33-91.05(b) are required per unit.	
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt, concrete or industry recognized porous paving approved by the city's engineer. Paved areas must be included in the site's impervious surface calculation. Compacted gravel or milled asphalt may be proposed for single-family dwellings in accordance with section 33-91.06(d)3.f.	
Visitor parking shall be provided at 0.5 spaces per unit.	
MINIMUM REQUIREMENT FOR STORMWATER MANAGEMENT	
Stormwater generated by, during and after construction or improvement must be contained on-site or within a communal stormwater collection and management system permitted by the state.	
MINIMUM REQUIREMENTS FOR WATER AND SEWER	
Application for and connection to municipal water and sewer is required within areas served by the city.	
MINIMUM REQUIREMENTS FOR LOTS WHERE SEPTIC TANKS ARE USED	
SEWER/WATER SYSTEM	LOT AREA
Septic or aerobic tank with individual well	1-acre per unit
Septic tank with public water supply	½-acre per unit
MINIMUM REQUIREMENTS FOR TREE COVERAGE	
Each lot must have at a minimum one front yard tree and one tree for every 2,500 square feet of lot area. Historic trees and trees utilized to meet the minimum tree protection requirement or trees located inside a designated tree protection area, as defined in article VI of chapter 33, may not be removed without application and approval of a permit by the city.	
LANDSCAPING	
Landscaped buffers are required along street frontages where developments are proposed (article VIII of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33).	
TRAFFIC IMPACT ANALYSIS	
Calculation and submittal of average annual daily trips is required for all developments. The developer of any development which will generate 1,000 or more average annual daily trip (AADT) ends per day,	

as determined by reference to the Institute of Traffic Engineers Trip Generation Manual or to locally derived trip generation rates accepted by the city as accurate, shall provide the city with a traffic impact analysis prepared by a qualified traffic engineer at the time application is made for approval of a site plan or preliminary plat. See also section [33-41.04(a)1.].

ACCESSORY STRUCTURES

Permits are required for the placement and installation of accessory structures such as pools, storage sheds, fences and similar structures. Additional information is contained within article III, section 33-28, accessory structures.

COMMUNITY DESIGN STANDARDS

Site and building aesthetics need to comply with the Community Design Standards (article VIII, section 33-94).

Section 12. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-17.09 “R-12 Multiple-Family Dwelling District.” by inserting the new underlined language and by deleting the ~~strike-through language~~, to be read in full as follows:

33-17.09. *R-12—Multiple-Family Dwelling District.*

- (a) *Statement of intent.* The purpose and intent of this district is to provide for a variety of multiple-family residential developments in an urban, medium density residential setting.

R-12 MULTIPLE-FAMILY DWELLING
ALLOWED USES
PRIMARY USES AND STRUCTURES
Bed and breakfast homestay, accessory use only. (See also section 33-27.03.)
Family day care home.
Mini and neighborhood parks.
Multiple-family dwellings and duplexes.
Other uses approved by the city commission after review and recommendation by the planning board, which are unquestionably similar to those uses permitted herein.
CONDITIONAL USES (See also Chapter 33, Section 33-19)
Community residential homes, single-family.
Community residential homes, multifamily.
Single-family dwellings, development must comply with R-1 standards.
Two-family dwellings and duplexes, development must comply with R-2 standards.

SPECIAL EXCEPTIONS (See also Chapter 33, Section 33-18)	
Cemeteries.	
Churches, houses of worship, and religious institutions, with their customary accessory educational and recreational uses and buildings.	
Community and regional parks.	
Community gardens.	
Golf courses and appurtenant structures connected thereto, including but not limited to the clubhouse, storage rooms and locker rooms.	
Governmental and public building and land uses.	
Nursing (convalescent) homes, adult congregate-living facilities.	
Private parks.	
Home occupations are permitted in structures used as a residence without a development permit when conducted in accordance with section 33-27.01. Regulations governing other accessory uses appear in article III.	
MAXIMUM DENSITY ALLOWED	
Dwelling units per gross acre.	12
MINIMUM LOT DIMENSIONS	
MINIMUM WIDTH	
Lots fronting on a curve must have a minimum 50-foot width at the street line. Corner lots must be 15 percent greater in width and area than the minimum requirement for interior lots. Lots fronting on a cul-de-sac must have a minimum 25-foot lot width at the street line and must meet the minimum lot width at the building set back line.	Single-family dwelling: 60 feet
	Duplex: 75 feet
	In instances where the duplex is being subdivided for individual ownership; each unit in the duplex shall have a minimum lot width of 37.5 feet.
MINIMUM SIZE	Single-family dwelling: 6,500 square feet
	Duplex: 7,500
	In instances where the duplex is being subdivided for individual ownership; each unit in the duplex shall have a minimum lot area of 3,750 square feet.
SETBACKS/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS	

Maximum impervious surface: Single-family and duplex	50 percent
Maximum impervious surface: Multifamily	One-, two-, three-story: 50 percent
	Four-story: 45 percent
	Five-story: 40 percent
	Six-story: 35 percent
SETBACKS: MULTIFAMILY	
Front	30 feet from project perimeter lot line
Rear and side	20 feet from project perimeter lot line
	40 feet from the project perimeter lot line when adjacent to single-family residential district. May be reduced to 20 feet if an eight-foot wall is used for visual screening.
	In instances where the duplex is being subdivided for individual ownership, the interior side setback shall be reduced to 0 feet.
Interior	All buildings shall be set back at least ten feet from all interior private roads and parking areas. An additional set back from private roads of one foot shall be required for every two feet of height for structures exceeding 35 feet.
Spacing between buildings	The following minimum spacing shall be maintained between buildings: 25 feet between sides of buildings; 25 feet between sides and rear of adjacent buildings and 50 feet between any combination of fronts or rears of adjacent buildings.
SETBACKS: SINGLE-FAMILY AND DUPLEX	
Front	30 feet
Rear	25 feet. For residences, where 60% of neighboring residential structures within 500 feet have an existing lesser setback staff may approve a matching setback
Side	7.5 feet

Corner lot: Side street	15 feet, provided the corner lot faces the same as all other lots on street.
BUILDING DIMENSIONS	
Maximum height	65 feet
Maximum length	150 feet
Minimum floor area under heat and air: Single-family	1,090 square feet Ground floor: 860 square feet
Minimum floor area under heat and air: Duplex	1,000-900 square feet Ground floor: 960 square feet
Minimum floor area under heat and air: Multifamily	Efficiency, no separate bedroom: 425 square feet One bedroom: 575 square feet Two + bedroom: 725 square feet plus 150 square feet per each additional bedroom
ADDITIONAL REQUIREMENTS	
MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING	
The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and 10 feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.	
A minimum of two, off-street parking spaces compliant with Figure 33-91.05(b) are required per unit.	
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer. Paved areas must be included in the site's impervious surface calculation. Compacted gravel or milled asphalt may be proposed for single-family dwellings in accordance with section 33-91.06(d)3.f.	
Visitor parking shall be provided at 0.5 spaces per unit.	
MINIMUM REQUIREMENT FOR STORMWATER MANAGEMENT	
Stormwater generated by, during and after construction or improvement must be contained on-site or within a communal stormwater collection and management system permitted by the state.	
MINIMUM REQUIREMENTS FOR WATER AND SEWER Application for and connection to municipal water and sewer is required within areas served by the city.	
MINIMUM REQUIREMENTS FOR LOTS WHERE SEPTIC TANKS ARE USED	
SEWER/WATER SYSTEM	LOT AREA
Septic or aerobic tank with individual well	1-acre per unit
Septic tank with public water supply	½-acre per unit

MINIMUM REQUIREMENTS FOR TREE COVERAGE
Each lot must have at a minimum one front yard tree and one tree for every 2,500 square feet of lot area. Historic trees and trees utilized to meet the minimum tree protection requirement or trees located inside a designated tree protection area, as defined in article VI of chapter 33, may not be removed without application and approval of a permit by the city.
LANDSCAPING
Landscaped buffers are required along street frontages where developments are proposed (article VIII of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33).
TRAFFIC IMPACT ANALYSIS
Calculation and submittal of average annual daily trips is required for all developments. The developer of any development which will generate 1,000 or more average annual daily trip (AADT) ends per day, as determined by reference to the Institute of Traffic Engineers Trip Generation Manual or to locally derived trip generation rates accepted by the city as accurate, shall provide the city with a traffic impact analysis by a qualified traffic engineer at the time application is made for approval of a site plan or preliminary plat. See also section [33-41.04(a)1.].
ACCESSORY STRUCTURES
Permits are required for the placement and installation of accessory structures such as pools, storage sheds, fences and similar structures. Additional information is contained within article III, section 33-28, accessory structures.
COMMUNITY DESIGN STANDARDS
Site and building aesthetics need to comply with the Community Design Standards (article VIII, section 33-94).

Section 13. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-17.10 “R-16 Multiple-Family Dwelling District.” by inserting the new underlined language and by deleting the ~~strike-through language~~, to be read in full as follows:

33-17.10. R-16—Multiple-Family Dwelling District.

- (a) *Statement of intent.* The purpose and intent of this district is to provide for high-density multifamily residential living within the city in the older developed sections of DeLand, catering to the needs of those citizens desiring a spacious, well maintained and natural on-site environment near the city's downtown shopping area.

R-16 MULTIPLE-FAMILY DWELLING
ALLOWED USES
PRIMARY USES AND STRUCTURES
Bed and breakfast homestay, accessory use only. (See also section 33-27.03.)
Family day care home.

Mini and neighborhood parks.	
Multiple-family dwellings.	
Private clubs and lodges.	
Other uses approved by the city commission after review and recommendation by the planning board, which are unquestionably similar to those uses permitted herein.	
CONDITIONAL USES (See also Chapter 33, Section 33-19)	
Community residential homes, single-family.	
Community residential homes, multifamily.	
SPECIAL EXCEPTIONS (See also Chapter 33, Section 33-18)	
Cemeteries.	
Churches, houses of worship, and religious institutions, with their customary accessory educational and recreational uses and buildings.	
Community and regional parks.	
Community gardens.	
Golf courses and appurtenant structures connected thereto, including but not limited to the clubhouse, storage rooms and locker rooms.	
Governmental and public building and land uses.	
Nursing (convalescent) homes, adult congregate-living facilities. Private parks.	
Home occupations are permitted in structures used as a residence without a development permit when conducted in accordance with section 33-27.01. Regulations governing other accessory uses appear in article III.	
MAXIMUM DENSITY ALLOWED	
Dwelling units per gross acre.	16
MINIMUM LOT DIMENSIONS	
MINIMUM WIDTH	
Lots fronting on a curve must have a minimum 50-foot width at the street line. Corner lots must be 15 percent greater in width and area than the minimum requirement for interior lots. Lots fronting on a cul-de-sac must have a minimum 25-foot lot width at the street line and must meet the minimum lot width at the building set back line.	Single-family dwelling: 60 feet
	Duplex: 75 feet
	In instances where the duplex is being subdivided for individual ownership; each unit in the duplex shall have a minimum lot width of 37.5 feet. <u>100 feet</u>
MINIMUM SIZE	
	Single-family dwelling: 6,500 square feet
	Duplex: 7,500 square feet
	In instances where the duplex is being subdivided for individual ownership; each unit in the duplex shall have a minimum lot area of 3,750 square feet. <u>2,722.5 square feet per dwelling unit</u>
SETBACKS/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS	
Maximum impervious surface: Single-family and duplex	50 percent
Maximum impervious surface: Multifamily	One-, two-, three-story: 50 percent
	Four-story: 45 percent
	Five-story: 40 percent
	Six-story: 35 percent

SETBACKS: MULTIFAMILY	
Front	30 feet from project perimeter lot line
Rear and side	20 feet from project perimeter lot line
	40 feet from the project perimeter lot line when adjacent to single-family residential district. May be reduced to 20 feet if an eight-foot wall is used for visual screening.
	In instances where the duplex is being subdivided for individual ownership, the interior side setback shall be reduced to 0 feet.
Interior	All buildings shall be set back at least ten feet from all interior private roads and parking areas. An additional set back from private roads of one foot shall be required for every two feet of height for structures exceeding 35 feet.
Spacing between buildings	The following minimum spacing shall be maintained between buildings: 25 feet between sides of buildings; 25 feet between sides and rear of adjacent buildings and 50 feet between any combination of fronts or rears of adjacent buildings.
SETBACKS: SINGLE FAMILY AND DUPLEX	
Front	30 feet
Rear	25 feet. For residences, where 60% of neighboring residential structures within 500 feet have an existing lesser setback staff may approve a matching setback.
Side	7.5 feet
Corner lot: Side street	15 feet. If the corner lot faces the same as all other lots on street.
BUILDING DIMENSIONS	
Maximum height	65 feet
Maximum length	150 feet
Minimum floor area under heat and air: Single family	1,000 square feet Ground floor: 800 square feet
Minimum floor area under heat and air: Duplex	1,000 square feet Ground floor: 900 square feet
Minimum floor area under heat and air: Multifamily	Efficiency, no separate bedroom: 425 square feet
	One bedroom: 575 square feet
	Two + bedroom: 725 square feet plus 150 square feet per each additional bedroom
ADDITIONAL REQUIREMENTS	
MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING	
The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and 10 feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.	
A minimum of two, off-street parking spaces compliant with Figure 33-91.05(b) are required per unit.	

Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer. Paved areas must be included in the site's impervious surface calculation. Compacted gravel or milled asphalt may be proposed for single-family dwellings in accordance with section 33-91.06(d)3.f.	
Visitor parking shall be provided at 0.5 spaces per unit.	
MINIMUM REQUIREMENT FOR STORMWATER MANAGEMENT	
Stormwater generated by, during and after construction or improvement must be contained on-site or within a communal stormwater collection and management system permitted by the state.	
MINIMUM REQUIREMENTS FOR WATER AND SEWER	
Application for and connection to municipal water and sewer is required within areas served by the city.	
MINIMUM REQUIREMENTS FOR LOTS WHERE SEPTIC TANKS ARE USED	
SEWER/WATER SYSTEM	LOT AREA
Septic or aerobic tank with individual well	1-acre per unit
Septic tank with public water supply	½-acre per unit
MINIMUM REQUIREMENTS FOR TREE COVERAGE	
Each lot must have at a minimum one front yard tree and one tree for every 2,500 square feet of lot area. Historic trees and trees utilized to meet the minimum tree protection requirement or trees located inside a designated tree protection area, as defined in article VI of chapter 33, may not be removed without application and approval of a permit by the city.	
LANDSCAPING	
Landscaped buffers are required along street frontages where developments are proposed (article VIII of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33).	
TRAFFIC IMPACT ANALYSIS	
Calculation and submittal of average annual daily trips is required for all developments. The developer of any development which will generate 1,000 or more average annual daily trip (AADT) ends per day, as determined by reference to the Institute of Traffic Engineers Trip Generation Manual or to locally derived trip generation rates accepted by the city as accurate, shall provide the city with a traffic impact analysis prepared by a qualified traffic engineer at the time application is made for approval of a site plan or preliminary plat. See also section [33-41.04(a)1.].	
ACCESSORY STRUCTURES	
Permits are required for the placement and installation of accessory structures such as pools, storage sheds, fences and similar structures. Additional information is contained within article III, Section 33-28 Accessory Structures.	
COMMUNITY DESIGN STANDARDS	
Site and building aesthetics need to comply with the Community Design Standards (article VIII, section 33-94).	

Section 14. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-17.11 “R-M-Residential Mobile Home District.” by inserting the new underlined language and by deleting the ~~strike-through language~~, to be read in full as follows:

33-17.11. *R-M—Residential Mobile Home District.*

- (a) *Statement of intent.* The mobile home is recognized as a specific form of housing for which accommodations should be provided. The R-M Mobile Home Park District is intended to apply to areas to be used for mobile home parks and provides appropriate standards as to

density, spacing, and use. No building, structure or part thereof shall be erected, altered, used on land or water, or used in whole or in part for other than mobile home parks unless and until the requirements of this district are met.

R-M RESIDENTIAL MOBILE HOME DISTRICT	
ALLOWED USES	
PRIMARY USES AND STRUCTURES	
Mobile homes for tenant residence, lease or rental. Mobile home sales of on-site lots or units. Buildings containing recreation or laundry facilities. Park management office buildings.	
Mini and neighborhood parks.	
Public, private or parochial schools.	
Other uses approved by the city commission after review and recommendation by the planning board, which are unquestionably similar to those uses permitted herein.	
CONDITIONAL USES (See also Chapter 33, Section 33-19)	
Community residential homes, single-family.	
SPECIAL EXCEPTIONS (See also Chapter 33, Section 33-18)	
Cemeteries.	
Churches, houses of worship, and religious institutions, with their customary accessory educational and recreational uses and buildings.	
Community and regional parks.	
Community gardens.	
Golf courses and appurtenant structures connected thereto, including but not limited to the clubhouse, storage rooms and locker rooms.	
Governmental and public building and land uses.	
MAXIMUM DENSITY ALLOWED	
Dwelling units per gross acre.	6
MINIMUM LOT DIMENSIONS FOR INDIVIDUAL LOTS, SUBDIVISIONS	
MINIMUM WIDTH	50 feet
MINIMUM DEPTH	75 feet
MINIMUM SIZE	5,000 square feet
IF IRREGULAR LOT SHAPE	A minimum width of 25 feet shall apply, provided a minimum building line width of 50 feet is met at the required front yard setback line. Lots fronting on a curve must have a minimum 50-foot width at the street line. Corner lots must be 15 percent greater in width and area than the minimum requirement for interior lots. Lots fronting on a cul-de-sac must have a minimum 25-foot lot width at the street line and must meet the minimum lot width at the building set back line.
MINIMUM SPACE DIMENSIONS FOR PARKS	
MINIMUM WIDTH	30 feet
MINIMUM DEPTH	80 feet
Separation between units	15 feet
Separation from accessory units	40 7½ feet from mobile homes
SETBACKS FROM BOUNDARIES/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS	
Maximum impervious surface:	50 percent

Perimeter setback	All mobile homes or accessory structures shall be located at least 40 feet from any project perimeter property line.
Other setbacks	All mobile homes shall be located at least 15 feet from any other property line.
Accessory structure setbacks	No mobile home accessory structure shall be closer than 7½ feet to any rear or side mobile home lot line, provided that when mobile homes are placed end to end and the opposing rear wall are staggered, there shall be a minimum clearance of ten feet.
Setbacks from internal streets	A minimum distance of ten feet. Permits are required for the placement and installation of accessory structures such as pools, storage sheds, fences and similar structures. Additional information is contained within article II, section 33-28, accessory structures.
MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING	
Parking on grass and sidewalks is prohibited. The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and 10 feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.	
A minimum of two, off-street parking spaces compliant with Figure 33-91.05(b) are required per unit.	
Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer. Paved areas must be included in the site's impervious surface calculation.	
Visitor parking shall be provided at 0.5 spaces per unit.	
MINIMUM REQUIREMENT FOR STORMWATER MANAGEMENT	
Stormwater generated by, during and after construction or improvement must be contained on-site or within a communal stormwater collection and management system permitted by the state.	
MINIMUM REQUIREMENTS FOR WATER AND SEWER	
Application for and connection to municipal water and sewer is required within areas served by the city.	
MINIMUM REQUIREMENTS FOR LOTS WHERE SEPTIC TANKS ARE USED	
SEWER/WATER SYSTEM	LOT AREA
Septic or aerobic tank with individual well	1-acre per unit
Septic tank with public water supply	½-acre per unit
MINIMUM REQUIREMENT FOR TREE COVERAGE	
Each lot must have at a minimum one tree for every 2,500 square feet of lot area. Historic trees and trees utilized to meet the minimum tree protection requirement or trees located inside a designated tree protection area, as defined in article VI of chapter 33, may not be removed without application and approval of a permit by the city.	
LANDSCAPING	
Landscaped buffers are required along street frontages where developments are proposed (article VIII of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33).	
TRAFFIC IMPACT ANALYSIS	
Calculation and submittal of average annual daily trips is required for all developments. The developer of any development which will generate 1,000 or more average annual daily trip (AADT) ends per day,	

as determined by reference to the Institute of Traffic Engineers Trip Generation Manual or to locally derived trip generation rates accepted by the city as accurate, shall provide the city with a traffic impact analysis prepared by a qualified traffic engineer at the time application is made for approval of a site plan or preliminary plat. See also section [33-41.04(a)1.].
COMMUNITY DESIGN STANDARDS
Site and building aesthetics need to comply with the Community Design Standards (article VIII, section 33-94).

Section 15. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-17.12 “E-1-Educational District.” by inserting the new underlined language and by deleting the ~~strike-through language~~, to be read in full as follows:

33-17.12. *E-1—Educational District.*

- (a) *Statement of intent.* The purpose and intent of this district is to provide the varied land uses associated with public and private primary and secondary schools and institutions of higher learning.

E-1 EDUCATIONAL DISTRICT
ALLOWED USES
PRIMARY USES AND STRUCTURES
Dormitories.
Single-family dwelling, except mobile homes.
Two-family dwellings.
Multifamily residential dwellings.
College and university land uses, including sorority and fraternity houses, recreational, athletic and other normal accessory uses of such colleges and universities.
Government facilities and land uses normally associated with the provision of government services, including city, county and state parks and recreation areas.
Public, private or parochial primary and secondary schools.
Day care facilities.
Private clubs and lodges.
Mini and neighborhood parks.
Communication towers per section 33-23.
Churches, houses of worship, and religious institutions, with their customary accessory educational and recreational uses and buildings.
Other uses approved by the city commission after review and recommendation by the planning board, which are unquestionably similar to those uses permitted herein.
CONDITIONAL USES (See also Chapter 33, Section 33-19)
Communication towers per section 32-24.
Community residential homes, single-family.
Community residential homes, multifamily.
Garden community (section 33-19.14).
Printing and lithography establishments, not to exceed 2,000 square feet of floor area.
Accessory dwelling units to single or two-family dwelling.
SPECIAL EXCEPTIONS (See also Chapter 33, Section 33-18)

Communication towers per section 32-24.	
Community and regional parks.	
Community gardens.	
Golf courses and appurtenant structures connected thereto, including but not limited to the clubhouse, storage rooms and locker rooms.	
Microwave, radio, telephone and television facilities and transmission towers.	
Regulations governing other accessory uses appear in article III.	
Shade structures over 800 square feet.	
MAXIMUM DENSITY ALLOWED	
Dwelling units per gross acre.	Single-family development, 4.3 duplex developments, 4.8 triplexes, 5.4 multi-family dwellings, 8.0.
MINIMUM LOT DIMENSIONS	
MINIMUM WIDTH Lots fronting on a curve must have a minimum 50-foot width at the street line. Corner lots must be 15 percent greater in width and area than the minimum requirement for interior lots. Lots fronting on a cul-de-sac must have a minimum 25-foot lot width at the street line and must meet the minimum lot width at the building set back line.	Single-family dwelling: 75 feet
	Nonresidential: No standards
MINIMUM SIZE	Single-family dwelling: 7,500 square feet
SETBACKS/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS	
Maximum impervious surface: Educational	50 percent
Maximum impervious surface: Single-family, two family	50 percent
Maximum impervious surface: Multifamily	One-, two-, three-story: 50 percent
	Four-story: 45 percent
	Five-story: 40 percent
	Six-story: 30 percent
SETBACKS: EDUCATIONAL	
Front yard (building)	30 feet
Front yard (parking, slabs, courts and wall or fence not in excess of 6 feet in height)	20 feet
Side yard	0 feet
Side yard (abutting residentially zoned property)	15 feet
Rear yard	30 feet
SETBACKS: MULTIFAMILY	
Front	30 feet from project perimeter lot line
Rear and side	20 feet from project perimeter lot line

Interior	All buildings shall be set back at least ten feet from all interior private roads and parking areas. An additional set back from private roads of one foot shall be required for every two feet of height for structures exceeding 35 feet.
Spacing between buildings	The following minimum spacing shall be maintained between buildings: 25 feet between sides of buildings; 25 feet between sides and rear of adjacent buildings and 50 feet between any combination of fronts or rears of adjacent buildings.
SETBACKS: SINGLE-FAMILY	
Front	30 feet
Rear	25 feet. For residences, where 60 percent of neighboring residential structures within 500 feet have an existing lesser setback staff may approve a matching setback.
Side	15 feet
Corner lot: Side street	15 feet, provided the corner lot faces the same as all other lots on street.
BUILDING DIMENSIONS	
Maximum height	65 feet
Minimum floor area under heat and air: Single-family	One story: 1,200 900 square feet
	Two story: Ground floor: 900 square feet
	Second floor: 500 square feet
MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING	
The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and ten feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.	
A minimum of two, off-street parking spaces compliant with Figure 33-91.05(b) are required per unit.	
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer. Paved areas must be included in the site's impervious surface calculation. Compacted gravel or milled asphalt may be proposed for single-family dwellings in accordance with section 33-91.06(d)3.f.	
Visitor parking shall be provided at 0.5 spaces per unit.	
MINIMUM REQUIREMENT FOR STORMWATER MANAGEMENT	
Stormwater generated by, during and after construction or improvement must be contained on-site or within a communal stormwater collection and management system permitted by the state.	
MINIMUM REQUIREMENTS FOR WATER AND SEWER	
Application for and connection to municipal water and sewer is required within areas served by the city.	

MINIMUM REQUIREMENTS FOR LOTS WHERE SEPTIC TANKS ARE USED	
SEWER/WATER SYSTEM	LOT AREA
Septic or aerobic tank with individual well	1 acre per unit
Septic tank with public water supply	½ acre per unit
MINIMUM REQUIREMENTS FOR TREE COVERAGE—RESIDENTIAL	
Each lot must have at a minimum one front yard tree and one tree for every 2,500 square feet of lot area. Historic trees and trees utilized to meet the minimum tree protection requirement or trees located inside a designated tree protection area, as defined in article VI of chapter 33, may not be removed without application and approval of a permit by the city. In a campus setting, the overall 15 percent tree preservation area must be maintained and may be used to meet this requirement.	
LANDSCAPING	
Landscaped buffers are required along street frontages where developments are proposed (article VIII of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33).	
OUTDOOR STORAGE AND DISPLAY PROHIBITED	
No outdoor storage or display of equipment, supplies, merchandise, or personal property is permitted regardless of the nature of the principal development. (See also section 33-27.04.)	
TRAFFIC IMPACT ANALYSIS	
Calculation and submittal of average annual daily trips is required for all non-private residence developments. The developer of any development which will generate 1,000 or more average annual daily trip (AADT) ends per day, as determined by reference to the Institute of Traffic Engineers Trip Generation Manual or to locally derived trip generation rates accepted by the city as accurate, shall provide the city with a traffic impact analysis prepared by a qualified traffic engineer at the time application is made for approval of a site plan or preliminary plat. See also section [33-41.04(a)1.].	
COMMUNITY DESIGN STANDARDS	
Site and building aesthetics need to comply with the Community Design Standards (article VIII, section 33-94).	

Section 16. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-17.17 “C-2A-Downtown Commercial District.” by inserting the new underlined language and by deleting the ~~strike-through language~~, to be read in full as follows:

33-17.17. C-2A—Downtown Commercial District.

(a) *Statement of Intent.* The purpose of this zoning district is to provide for residential, retail, and service needs of the Central Business District (CBD). The list of permitted uses contains those land uses that are oriented to the downtown area.

C-2A DOWNTOWN COMMERCIAL DISTRICT
ALLOWED USES: Uses allowed in this district appear in Table 33-17.23
MAXIMUM DENSITY ALLOWED
The maximum density allowed in this district is 20 dwelling units per gross acre.

DIMENSIONAL REQUIREMENTS	
MINIMUM LOT DIMENSIONS	
MINIMUM WIDTH	None
MINIMUM SIZE	None
SETBACKS/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS	
Maximum impervious surface	None
Setbacks	None
BUILDING DIMENSIONS	
Maximum height	80 feet
MINIMUM FLOOR AREA UNDER HEAT AND AIR: RESIDENTIAL	
Efficiency (no separate bedroom)	No Minimum 425 square feet
One bedroom	No Minimum 525 square feet
Two + bedroom	No Minimum 725 square feet plus 150 square feet for each additional bedroom

Section 17. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending the chart for Section 33-17.23 “Allowed uses in commercial and industrial zoning districts” by adding the new underlined language to be inserted into the existing chart and by deleting the ~~strike-through language~~, to be read in full as follows:

33-17.23. Allowed uses in commercial and industrial zoning districts.

USES IN COMMERCIAL ZONING DISTRICTS

	P-1	BR	C-1	C-2	C-2A	C-2AC	C-3	C-4	M-1
PROFESSIONAL									
General/Professional Offices	P	P	P	P	P	P	P / E ¹⁹	P	P
Financial Institutions	P	P	P	P	C ²⁰	P			P
MEDICAL SUPPORT - See also Section 33-19.11									
Medical Office	P	P	P	P	P	P			
Apothecary shops	P		C ¹⁵						
Drugstores and pharmacies	P	P		P	P	P			
Hospitals				P					
Laboratories, hospitals and clinics	E ¹⁵		P	P	P	P			
Medical clinics over 5,000 square feet	E ¹⁵	E ¹⁵		P	P	P			
Nursing homes and adult congregate living facilities			P	P	P	P			

Veterinary clinics allowing inside overnight boarding for clinical care, no outside runs or kennels		C		C		C			
Veterinary clinics and pet grooming shops with overnight and/or outdoor boarding facilities and runs				E ³⁰	€				P

RESIDENTIAL - See also Section 33-20									
Boarding houses				P					
Community residential homes Multiple-family Per Ssection 33-19.02	C*					C*			
Community residential homes—Single-family Per Ssection 33-19.02	C*								
Convalescent, rest and nursing homes; institutions and homes for children, the aged and the disabled	P	E ¹⁶		P					
Garden communities			C						
Multiple-family dwellings compliant with R-16 standards				C		C			
Multiple-family dwellings and duplexes complaint with R-12 standards			C						
Residential dwelling units on the first floor Per Section 33-19.13					C*				
Residential dwelling units above the first floor <u>or one residential unit on the first-floor accessory to an office or commercial use</u>			C	C	C	<u>C</u>			
Single-family dwellings, except mobile homes	P				<u>C</u> ²⁶				
Single-family dwelling complaint with R-1 standards not located within the highway commercial land use areas			C		<u>C</u> ²⁶	<u>C</u>			
Two-family dwelling and duplexes compliant with R-2 standards			C		<u>C</u> ²⁶	<u>C</u>			

Section 18. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-19 “Special requirements applicable to conditional uses.” by inserting the new underlined language and by deleting the ~~strike-through language~~, to be read in full as follows:

Sec. 33-19. - Special requirements applicable to conditional uses.

33-19.01. Statement of Intent. Certain uses have unique characteristics that require the imposition of development standards in addition to those minimum standards contained in this chapter. These uses are

listed under each specific zoning district as conditional uses identified with the letter "C". These uses are listed in this Section with the specific standards that apply to the development and use of land for the specified activity. Whenever this chapter allows these conditional uses, the following standards shall be met in addition to all other standards of the chapter, unless specifically exempted.

Conditional uses with minimal requirements have been assigned numbers in Section 33-17.23 Table insert Uses in Commercial Zoning Districts. The criteria for numbered conditions follow. Conditional uses with extended criteria, as identified by an asterisk (*) are represented as sections following the numbered criteria.

- (1) Daycare facilities in non-residential structures
- (2) Accessory to a primary use and licensed by DCF; freestanding operations requires a Special Exception.
- (3) Dry Cleaning and laundry pickup stations where no such work is done on the premises
- (4) Wholesale operations permitted
- (5) Not to exceed 100 rooms
- (6) On airport land not located in the primary height zone
- (7) No overnight storage or outside display
- (8) Accessory use only
- (9) Private clubs and lodges requiring a class C landscape buffer between itself and adjacent residential land uses
- (10) Retail prohibited
- (11) Outdoor storage prohibited
- (12) Compliant with Section 33-27.04, all equip./goods within a roofed structure
- (13) Excluding propane
- (14) Light manufacturing involving the assembly of parts manufactured off-site, not objectionable due to excessive dust, dirt, gas, odors, fumes, noise or vibrations
- (15) But not general drug store
- (16) Bed and breakfast homestay only, accessory use only (See also Section 33-27.03)
- (17) Not compatible with the intent of C-1, C-2, C-2A, C-2AC and C-3 zoning not exceeding 30 percent of the total acreage of the M-1 zoning, not including the retail and service uses already listed in the M-1 conditional uses.
- (18) Paint/body shop, stored wrecked, dismantled or inoperable vehicles screened from public view
- (19) Approved by the building official and fire marshal.
- (20) Drive through access directly on Woodland Boulevard and New York Avenue is prohibited.
- (21) No storage of vehicles.
- (22) No other use located on property.
- (23) All operations are contained within a building with no outside storage allowed. Low emission of dust, gas, odors, fumes, noise, or vibrations.
- (24) includes personal storage facilities (mini-warehouse) with landscape buffers compliant with Section 33-92.02.b.3., General Commercial.
- (25) Parking must be provided for employees and at least 2 spaces for delivery vehicles, including for existing structures.
- (26) Inside Downtown Commercial District existing single-family may remain and be considered conforming until such time it is converted to a non-single-family conforming use.

Section 19. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-19.13 "*Multiple-family dwellings on first floor.*" by inserting the new underlined language and by deleting the ~~strike-through language~~, to be read in full as follows:

33-19.13. Residential Dwelling Multiple-family dwellings units on first floor.

- (a) *Intent.* It is the intent of this Section to provide standards for the location and development for residential dwelling units, which included single-, two- and multiple-family dwelling units, on the first floor in the downtown commercial area either as a primary use to an accessory commercial use or as an accessory use to a primary commercial use.
- (b) *Where allowed.* First floor residential dwelling units will not be permitted within ~~on properties abutting 50 feet of~~ Woodland Boulevard or New York Avenue ~~or within 300 feet of either roadway.~~
- (c) *Development standards for new development.*
 - 1. Street side of development shall include amenities that encourages pedestrian activities and will be of the same design as the rest of downtown.
 - 2. Building should be located adjacent to street or slight setback (less than 20 feet) to allow for a small landscaped area.
 - 3. For town home style units, parking should be located in the rear or inside the structure. If outside parking is utilized in the front of the building, it shall be screened by a three-foot wall. If individual garages are to be used the entry must be located at rear to prevent the garage door from being the focal point of the building.
 - ~~4. Parking requirement shall be one and one-half spaces for one-bedroom unit; all others shall be two spaces per unit.~~
 - 4.5. Sidewalk or trail width shall be the same as adjacent sidewalk or trail up to a maximum of 12 feet, with a minimum of five feet.
 - 5 ~~6.~~ Parking garages for multifamily structures will be permitted on the first floor with entrance preferably parallel to street. The garage will be designed to resemble a residential building or commercial store frontage in order to maintain the character of downtown.
- (d) *Development standards for conversion of existing building.*
 - 1. Conversion to residential uses on a first floor will not be permitted for a building if part of a row or line of existing buildings.
 - ~~2. Parking requirement shall be one and one-half spaces for one-bedroom unit; all others shall be two spaces per unit.~~
 - 23. Exterior renovations must comply with Community Design Standards.

Section 20. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-25 “Standards for Accessory dwelling units” by inserting the new underlined language and by deleting the ~~strike-through language~~, to be read in full as follows:

Sec. 33-25. - Standards for accessory dwelling units (ADU).

33-25.01 Purpose and intent.

- (a) To provide property owners homeowners with a means of obtaining, through tenants in an the ADU and/or a the principal unit, rental income, companionship, security, and supportive services.
- (b) Add affordable units to the City’s existing housing stock.
- (c) Develop housing units in single-family neighborhoods that are appropriate for extended family living as determined by applying sound and generally accepted land use practices and principles.

- (d) Reduce the need to expand infrastructure by using an area's existing facilities in a sound and generally accepted manner based upon the sound application of land use and engineering practices and principles.
- ~~(e)~~ (d) Protect neighborhood stability, property values, and the single-family residential appearance of the neighborhood by ensuring that ADUs are installed under the conditions of these regulations.

33-25.02 General regulations and restrictions.

- (a) ~~No one shall establish or operate an ADU is permitted except where without a principal single-family residential dwelling (hereafter principal unit) exists on the lot or will be constructed in conjunction with the ADU.~~
- ~~(b) No ADU shall be permitted except where a principal single-family residential dwelling (hereafter principal unit) exists on the lot or will be constructed in conjunction with the ADU.~~
- ~~(e)~~ (b) The floor area under heat and air for ADUs shall not exceed ~~500 square feet for lots between 5,000 and 7,500 square feet. If a lot exceeds 7,500 square feet, an ADU may be up to 640 square feet and, for lots in excess of 10,000 square feet, an ADU may be up to 800 square feet. In no case may any combination of buildings occupy more than 35 percent of the required rear yard for the zoning district in which it is located.~~
- ~~(c) Maximum impervious surface may be increased by 10% from the underlying zoning requirements.~~
- ~~(d) ADUs utilizing alternative green construction methods causing the exterior wall thickness to be greater than normal shall have the unit square footage size measured similar to the interior square footage of a traditional frame house.~~
- ~~(e) The design and size of the ADU shall conform to all applicable standards in the building, plumbing, electrical, mechanical, fire, health, stormwater and any other applicable codes.~~
- ~~(f) Certification by the City of DeLand Utilities Department, or the County of Volusia Health Department where city utilities are not available, confirming water supply and sewage disposal facilities are adequate for the projected number of overall residents must be provided at the time of application, and must be recertified annually for each year the unit is operational.~~
- ~~(g) The ADU shall incorporate water conservation features where possible, including in the design of types of landscaping and in the design of water-using fixtures. In addition, water restricting shower heads and faucets shall be used, as well as water-saving toilets utilizing less than three gallons per flush.~~
- ~~(h) Any additions to an existing building or separate construction or existing structure modification to create an ADU shall be conforming, and shall not exceed the lot impervious surface allocation or encroach into existing setbacks, buffers, tree preservation, conservation, stormwater management or other designated limited or restricted land use area.~~
- ~~(i)~~ (d) The ADU may be attached to, or detached from, the principal unit; ~~however, the ADU.~~ ADUs must be allocated or constructed in a manner which maintains the single-family appearance and architectural style of the primary structure and lot.
- ~~(j)~~ (e) Only one ADU shall be allowed per each parcel and shall remain within the parcel and accessory to the principal single-family residential structure (not subdivided).
- ~~(k) The property owner, which shall include title holders and contract purchasers, must occupy either the principal unit or the ADU as their permanent residence, but not both, and at no time receive rent for the owner-occupied unit.~~
- ~~(l) An ADU may be developed in either an existing or a new residence.~~
- ~~(m) The ADU shall not result in excessive noise, traffic or parking congestion.~~

- ~~(f)~~ (f) One parking space shall be provided on-site for each studio and one-bedroom ADU. Two parking spaces shall be provided on site for each two-bedroom ADU. Parking for the accessory unit must be a detached ADU shall be located either adjacent to or under the ADU, on the side or behind and not in front of the principal unit and be constructed in addition to the required parking for the principal unit.

33.25.03 *Design standards.*

- (a) The exterior design of the ADU shall be compatible with the principal unit on the lot through architectural use of building forms, height, construction materials, similar exterior wall materials, window types, door and window trims, roofing materials and roof pitch colors, landscaping, and other methods that conform to acceptable construction practices.
- (b) The exterior design of the ADU shall be in harmony with, and maintains the scale of, the neighborhood.
- ~~(c)~~ The site plan provides adequate open space and landscaping for both the ADU and the principal unit. Open space and landscaping provide for privacy and screening of adjacent properties.
- ~~(d)~~ The location and design of the ADU shall maintain a compatible relationship with adjacent properties and shall not significantly impact the privacy, light, air, solar access or parking of adjacent properties.
- ~~(d)~~ If applicable, based upon sound and generally accepted planning practices and principles, detached ADUs shall: (1) limit access stairs, decks, entry doors and windows to the walls facing the principal unit, or to the alley or side-street on second floors; (2) minimize the installation of windows that impact the privacy of the neighboring side or rear yard; and (3) be designed such that the accessory unit relates to the design of the principal unit and does not visually dominate it or the surrounding properties with such determination being made consistent with controlling State law.
- ~~(e)~~ A detached ADU shall not exceed 25 feet in height. If the design of the principal structure has special roof features that should be matched on a detached ADU, the maximum building height of the ADU may be exceeded by up to 5 feet to include such similar special roof features, subject to review and approval of the Planning Director by issuance of a development order consistent with the provisions of Section 166.033, *Florida Statutes*. An attached ADU may occupy a first or second story of the principal unit if it is designed as an integral part of the principal unit and it meets the setbacks required for the principal unit.
- ~~(e)~~ The orientation and location of buildings, structures, open spaces and other features of the site plan shall maintain natural resources including historic and specimen trees and shrubs to the extent feasible and minimize alteration of natural land forms. The ACU building profiles, location and orientation shall relate to natural land forms.
- ~~(f)~~ One and one-half to two-story structures shall limit major access stairs, decks, entry doors, and major windows to the walls facing the principal unit, or to the alley if applicable. Windows that impact the privacy of the neighboring side or rear yard shall be minimized. The design of the accessory unit shall relate to the design of the principal unit and shall not visually dominate it or the surrounding properties.
- ~~(g)~~ The site plan shall be consistent with physical development policies of the City of DeLand Design Standards, zoning district overlay standards or any area plan or specific plan or other city policy for physical development.
- ~~(h)~~ The site plan shall be situated to protect views along scenic areas and, where feasible shall restore and enhance the visual quality of visually degraded areas.
- ~~(i)~~ Single-story ADUs shall not exceed 12 feet in height. One and one-half to two-story ADUs shall comply with the height restrictions of the underlying zoning. An attached ADU may

occupy a first or second story of the principal unit if it is designed as an integral part of the principal unit and it meets the setbacks required for the principal unit. If the design of the principal unit has special roof features that should be matched on a detached ADU, the maximum building height of the ADU may be exceeded to include such similar special roof features subject to review and approval of the city.

- (j) When an ADU is adjacent to an alley, every effort shall be made to orient the ADU toward the alley with the front access door and windows facing the alley. Parking provided off the alley shall maintain a 24-foot back-out which includes the alley. Fences shall not exceed three feet, six inches along the alley; however, fencing up to six feet may be considered in unusual design circumstances, subject to review and approval of the city.

Section 21. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-91.03 “Number and type of parking spaces required” subsection (f) “Matrix.” by inserting the new underlined language and by deleting the ~~strike-through language~~, to be read in full as follows:

33-91.03 Number and type of parking spaces required.

(f) Matrix.

Residential Uses	Minimum Off-Street Parking Requirement	Notes
Conventional <u>Single-family detached</u> and duplex	1, 2, 3 bedrooms: 2 interior spaces/unit, or 4 or more bedrooms: 3 spaces/unit	Single-family <u>or duplex</u> residential parking spaces may be tandem. Minimum 2 outdoor spaces to also be provided per lot. <u>Interior parking spaces per unit requirement is waived within the Core Gateway District.</u> Parking is prohibited on front lawns. If on-street parking is not permitted or is restricted on the unit's street frontage, then visitor parking at .25 space/unit shall be required. The visitor space shall be located not more than 250 feet from the unit's street frontage.
Cluster/multifamily development	Resident parking: Studio: 1 space/unit, 1 bedroom: 1.5 spaces/unit, 2, 3, or more bedrooms: 2 spaces/unit, visitor parking: .5 space/unit	<u>Reduction within the Core Gateway District may be proposed through submittal of a parking study.</u> Resident parking spaces may be tandem. On-street parking provided in accordance with the dimensions required for parallel spaces may count toward visitor parking requirements. These spaces must be located within the minimum distance specified in Section 33-91.05. Parking is prohibited on front lawns.

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*** Matrix ***

*** Text ***

Section 22. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-101 “General intent.” by inserting the new underlined language and by deleting the ~~strike-through language~~, to be read in full as follows:

Sec. 33-101. - General intent.

These Land Development Regulations establish ~~This Land Development Code establishes~~ separate zoning districts, each of which is an appropriate area for the location of a specific group of uses. Within each of the zoning districts established by these Land Development Regulations ~~this Code~~ or its later amendments, there exist lots, structures, and uses of land which were lawful before these Land Development Regulations were ~~this Code was~~ adopted, but which would be prohibited, restricted, or regulated under the terms of these Land Development Regulations ~~this Code~~.

Uses which are not permitted in a zoning district as outlined in these Land Development Regulations ~~this Code~~ shall be deemed "nonconforming uses." Such nonconforming uses are declared incompatible with the intent and purpose of the districts. It is consistent with these Land Development Regulations ~~this Code~~ that such nonconforming uses not be permitted to continue without restriction.

These Land Development Regulations ~~This Code~~ also establishes appropriate dimensional requirements, building setbacks, minimum lot dimensions, building dimensions, lot coverage, minimum landscape buffer requirements, and other requirements for each zoning district. Buildings which do not comply with these dimensional requirements are deemed "nonconforming structures." The distinction between nonconforming uses and nonconforming structures is that nonconforming uses may ~~shall~~ eventually be phased out or eliminated whereas nonconforming structures are regulated.

~~It is necessary that nonconformities not be perpetuated or increased.~~ The intent of this article is to provide for the regulation of nonconformities and to specify those circumstances under which nonconformities shall be permitted to continue (i.e., variances granted). It is also the intent of this Section to allow for a reduction in the nonconformity when the condition cannot be corrected or eliminated altogether. However, this reduction does not waive the City's desire to eventually have the property come into compliance.

33-101.01. *Purpose and Interpretation.*

The purpose of this Article is to promote the public health, safety and general welfare of the City and its citizens, promote the re-use of land and structures that contribute to the character, diversity and sustainability of a neighborhood and to promote economic redevelopment and the re-use of developed land by regulating structures and uses that do not conform to one or more provisions of the Land Development Regulations, but were lawfully established and in compliance with all applicable ordinances, regulations, codes and laws at the time the structure was constructed and/or the use begun.

Nothing contained within these *Land Development Regulations* shall be construed, nor shall it be implied, so as to allow for the continuation or alteration of structures or uses that were not in compliance with all applicable ordinances, regulations, codes and laws at the time the structure was constructed or the use begun.

This Article is intended to regulate:

- (a) The change of use of nonconforming land, a nonconforming building or nonconforming structure.
- (b) The reconstruction of a nonconforming building or structure or to any alteration of a nonconforming building or structure when the alteration would increase the footprint, height or volume of the building or structure or any other exterior structural change (hereinafter to be known collectively as "alteration").
- (c) The alteration of land, building or structure to provide for use for a purpose or in a manner different from the use to which it was put before the alteration or for its use for the same purpose to a greater extent (hereinafter to be known collectively as "change of use") of a lawfully established nonconforming use of land, a building or structure by establishing the standards by which the use, a building or structure may be altered or changed.
- (d). The alteration of the use of land to ensure that a building or structure conducted under a lawfully issued land development permit shall conform to any subsequent amendment of the *Land Development Regulations* unless the structural or land alteration or use of the property is commenced within a period of not more than 180 days after the issuance of the land development permit and, in cases involving construction, unless such construction is continued to completion in a continuous and reasonably expeditious manner, which shall not exceed 2 years from the date of issuance of the land development order.

The provisions of Article VI of Chapter 33 of the *Land Development Regulations* shall regulate signs in every respect [Note: Section 16(b) of this Ordinance provides that the provisions of Subsection 33-102.04.(d) shall be moved to Article VII.].

~~The purpose of this chapter is to provide mechanisms for obtaining relief from the provisions of this section where hardship would otherwise occur. Three forms of hardship are addressed:~~

- ~~(a) Hardship that would be caused if nonconforming development were required to immediately come into compliance with this Code as addressed in section 33-102;~~
- ~~(b) Hardship caused in particular cases by the imposition of the development standards as addressed in section 33-103; and~~
- ~~(c) Hardship caused in particular cases by the City's resource protection standards.~~

~~It is not, however, the purpose of this article to encourage or otherwise allow development to occur which does not meet the minimum standards or achieve the intent of the regulations set forth in these *Land Development Regulations* this Code. Further, the City~~

does not consider the cost of compliance with these regulations an unnecessary hardship since the regulations apply equally to all development within the City.

~~33-101.02. Types of nonconformities.~~

(a) ~~Building and structure nonconformities.~~ A building or structure nonconformity is hereby defined as a building which does not meet the City's requirements as to:

- ~~1. Minimum building or structure setback;~~
- ~~2. Minimum building dimensions;~~
- ~~3. Minimum lot dimensions;~~
- ~~4. Minimum landscape buffer requirements;~~
- ~~5. Maximum lot coverage or impervious area;~~
- ~~6. Maximum height for structures; or~~
- ~~7. Other similar building or structural requirements or limitations.~~

(b) ~~Nonconforming use.~~ Use nonconformities are hereby defined as the presence on a lot of a use not permitted on said lot by this Code. The presence on a lot of more dwelling units than this development code permits shall be deemed a nonconforming use.

(c) ~~Parking, loading, landscaping, and other nonconformities.~~ Parking, loading, and other site improvement nonconformities are hereby defined to be noncompliance with such City requirements as:

- ~~1. Required number or size of parking spaces;~~
- ~~2. Required number or size of loading dock spaces;~~
- ~~3. Required dumpster location or screening;~~
- ~~4. Required stacking spaces for drive-in services;~~
- ~~5. Required access and maneuvering area in vehicular areas;~~
- ~~6. Required landscaping and screening;~~
- ~~7. Required sidewalk and pedestrian circulation;~~
- ~~8. Limitations on amount and area of signs; or~~
- ~~9. Other similar site improvement requirements or limitations.~~

(d) ~~Structures.~~ Structures are hereby defined to be any building or other structure which is part of the ground, attached to the ground, or attached to another structure which has size or other characteristics which restrict mobility. Such structures shall include:

- ~~1. Earth;~~
- ~~2. Buildings;~~
- ~~3. Signs of all types except portable signs;~~
- ~~4. Fences;~~
- ~~5. Mechanical equipment;~~
- ~~6. Utility equipment; or~~

7. ——— Paving.

Section 23. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-102 “Nonconforming development.” by inserting the new underlined language and by deleting the ~~strike-through language~~, to be read in full as follows:

Sec. 33-102. - Nonconforming development.

~~Defined. Nonconforming development is development that does not comply to either the permitted use or development design standards outlined in this Code.~~

Sec. 33-102.01 - Alteration and reconstruction of nonconforming single-family and two-family uses and structures.

(a). Alteration or reconstruction by-right. Alteration or reconstruction of a nonconforming single-family or two-family residential use or structure, including accessory structures, shall not be considered an increase in the nonconforming nature of the structure and shall be permitted by right, provided that all of the following standards are met:

- (1). Alteration or reconstruction of a structure which is nonconforming due to setback requirements will not result in additional encroachment by the nonconforming setback(s); and
- (2). Alteration or reconstruction of a structure which is nonconforming due to insufficient lot area will not result in the expansion of the structure into the minimum front, side and rear yard requirements; and
- (3). Alteration or reconstruction of a structure which is nonconforming due to height requirements will not result in an increase in the height of the structure; and
- (4). The proposed alteration or reconstruction will not result in any additional violation of any other zoning requirements; and
- (5). The proposed alteration or reconstruction will not result in more than a 20% increase in the gross floor area of the existing structure.

(b). Alteration or reconstruction subject to Planning Board review and approval. Alteration or reconstruction of a nonconforming single-family or two-family use or structure, including accessory structures, that does not comply with the provisions of Subsection (a) may be allowed only upon approval by the Planning Board with all of the following specific findings being made in a development order that such alteration or reconstruction:

- (1). Will not create a new nonconformity or violation; and
- (2). Will enhance the general character and quality of the neighborhood as determined by sound and generally accepted land use planning practices and principles; and
- (3). Will be consistent with the architectural design and style of the abutting properties and surrounding neighborhood; and

- (4). Will provide adequate off-street parking for the use of the property; and
- (5). Will not be more detrimental to the neighborhood than the existing nonconforming use and/or structure as determined by sound and generally accepted land use planning practices and principles.

33-102.01. *Continuation of nonconforming development.*

- (a) ~~Generally.~~ Subject to the provisions of this article, the lawful use of any building, structure, or land existing at the time of the adoption of this article may continue although such use does not conform to the provisions of this Code. However, the nonconformities, which would be prohibited, restricted, or regulated under the terms of this Code, shall not continue without limitation. Further, such nonconformities shall not be enlarged upon, extended, expanded, or reconstructed to continue the nonconformity after major damage, or used as grounds for adding other structures or uses prohibited by this Code. Any nonconforming building or structure may be altered to decrease its nonconformity.
- (b) ~~Unsafe structures or buildings.~~ Any structure or building or portion thereof declared unsafe may be restored to a safe condition.
- (c) ~~Construction approved prior to enactment of chapter.~~ Nothing in this article shall require any change in any city approved plans, construction details, or designated use of a building or structure for which a building permit has been issued and the construction of which has been diligently pursued within one year of the site plan approval date.
- (d) ~~Alteration.~~ A building housing a nonconforming use may be maintained and repairs and alterations may be made, except that no building which is nonconforming as to use regulations, no structural alterations shall be made except those required by law, including eminent domain proceedings. Repairs such as plumbing or changing of partitions or other interior alterations are permitted.
- (e) ~~Extension.~~ Buildings or structures or uses of land which are nonconforming shall not be extended or enlarged in a manner that extends, enlarges, or increases the degree of nonconformity.

For example, if the front yard setback required in the P-1 zoning district used to be 20 feet and someone built a structure 20 feet from the property line under those regulations, then it was a conforming structure. Ten years later, the city adopts new zoning laws, which require a 30-foot setback in the P-1 zoning district. After those laws are adopted, the building is a nonconforming structure. If the owner decides to build an addition, then the building addition must meet the new 30-foot front yard setback or obtain a variance.

- (f) ~~Abandonment.~~ A nonconforming use of land or of a building which has been vacated or abandoned for 365 days shall not thereafter be occupied by any nonconforming use.
- (g) ~~Change to another use.~~ A nonconforming use now existing may not be changed to another nonconforming use.

- (h) — ~~*Destruction by fire or other act.*~~ Nothing in this article shall be taken to prevent the restoration of a building destroyed to the extent of not more than 50 percent of its assessed value by fire, explosion or other casualty, or act of God, or the public enemy, nor the continued occupancy of such building or part thereof which existed at the time of such partial destruction, provided that such restoration is made within 180 days for residentially zoned property and 365 days for commercially zoned property.
- (i) — ~~*Nonconforming due to maximum building size.*~~ Any building made nonconforming by the enactment of this chapter with respect to maximum building size restrictions may be reconstructed in the event of destruction or damage by fire, collapse, explosion, casualty, acts of God or the public enemy, regardless of cost or assessed valuation, provided that said building and the use of said building shall conform in all other respects with all current zoning and other Land Development Regulations.
- (j) — ~~*Platted subdivision lots.*~~ Where a lot was a subdivided lot of record and the lot was useable as a conforming single-family residential building site, the lot may be used and occupied by a single-family dwelling and its accessory buildings provided the minimum yard regulations of the district are complied with.

Sec. 33-102.02 - Alteration or change of nonconforming multifamily and nonresidential structures and uses. ~~Regulations pertaining to nonconforming uses.~~

- (a). *Multifamily and nonresidential structures.* Alteration to a nonconforming multifamily or nonresidential structure, including accessory structures, may be allowed only upon approval of the Planning Board with all of the following specific findings being made in a development order that such alteration:

- (1). Will not create a new nonconformity or violation; and
- (2). Will enhance the general character and quality of the neighborhood as determined by sound and generally accepted land use planning practices and principles; and
- (3). Will be consistent with the architectural design and style of the abutting properties and surrounding neighborhood; and
- (4). Will provide adequate off-street parking for the use of the property.

- (a) — ~~*Alteration, maintenance, repair of structures housing nonconforming uses.*~~ Any alterations which increase conformance with the parking, loading, landscaping, and other site improvement requirements that would apply to the use if it were located in a district where it would be a conforming use will be allowed but not encouraged by the City. In such cases, the owner would have to submit a letter to the Planning Division department acknowledging the following:

1. ~~That the owner understands that it is the City's long-term goal to relocate the use to an appropriate zoning district;~~
2. ~~That if the owner sells the property that after 365 days of vacancy the nonconforming use would no longer be permitted; and~~
3. ~~That if the structure shall be destroyed or require repairs exceeding 50% of the assessed value of the structure, then the nonconforming use shall not be continued.~~

(b). Multifamily and nonresidential uses. Alteration or change in use to an existing nonconforming multifamily use or nonresidential use may be allowed only upon approval of the Planning Board with all of the following specific findings being made in a development order that such alteration:

- (1). Will enhance the general character and quality of the neighborhood as determined by sound and generally accepted land use planning practices and principles; and
- (2). Will provide adequate off-street parking for the use of the property.

Sec. 33-102.03 - Restoration and reconstruction of damaged nonconforming multifamily and nonresidential structures. 33-102.03. Special provision[s] relating to the central business district.

- (a). Restoration and reconstruction by-right. Nothing in these *Land Development Regulations* prevent the reconstruction or substantial restoration and the continuance of use of a nonconforming multifamily or nonresidential structure, including accessory structures, which has been damaged or destroyed by adverse weather or other natural disaster, fire, explosion, flood, riot, act of the public enemy or accident of any kind if the estimated replacement cost of such restorations does not exceed 50% of the most recent appraised building value of the structure in effect at the time of the damage that is on record with the Volusia County Property Appraiser; provided, however, that the structure, as restored, shall be constructed within the existing footprint and shall not be greater in volume, height or area than the original nonconforming structure and provided, further, however, that said restoration must commence within 12 months of the initial damage and be completed within 24 months of said damage. The estimated cost of such restoration shall be determined by the Building Official. If the property owner disputes the determination of the Building Official, the property owner may request that the Building Official base the determination upon receipt of an estimate from an independent contractor approved by the Building Official with all costs of obtaining said estimate being borne by the property owner with proof of payment being provided to the City at the time that the building permit application is filed. Said restoration costs shall also include the costs of all improvements or upgrades required by the *Florida Building Code*. The City shall not require the submission of any contract for the construction as a condition of issuing a building permit.
- (a) ~~Applicability of requirements.~~ The provisions and requirement of Section 33-91 (parking regulations) and Section 33-92 (landscaping regulations) of these Land Development Regulations this chapter shall not apply to the C-2AH zoning district,

~~and shall not apply, except as otherwise hereinafter provided, to those businesses and buildings that are in existence and situated, by March 31, 1993, within the C-2A zoning district.~~

~~(b). *Restoration and reconstruction subject to Planning Board review and approval.* The reconstruction or substantial restoration of a damaged nonconforming multifamily or nonresidential structure, including accessory structures, where said restoration exceeds 50% of the most recent appraised building value of the structure in effect at the time of the damage that is on record with the Volusia County Property Appraiser may be allowed only upon approval of a development order by the Planning Board, if the application for review and approval for said reconstruction or substantial restoration is filed with the Community Development Department within 12 months of the damage to the structure, and with all of the following specific written findings being made in the development order:~~

- ~~(1). The structure as restored will be constructed within the existing footprint and not be greater in volume, height or area than the original nonconforming structure; and~~
- ~~(2). The structure as restored will enhance the general character and qualities of the neighborhood as determined by sound and generally accepted land use planning practices and principles; and~~
- ~~(3). The structure will be consistent with the architectural design and style of the abutting properties and surrounding neighborhood; and~~
- ~~(4). Adequate off-street parking is available for the use of the structure; and~~
- ~~(5). The nonconforming nature of the structure is lessened to the greatest extent reasonably practicable as determined by sound and generally accepted land use planning practices and principles; and~~
- ~~(6). The reconstruction or substantial restoration is completed within 24 months of the issuance of the building permit allowing for said reconstruction or substantial restoration; and~~
- ~~(7). The property owner is in full compliance with all orders issued by the City with respect to securing and maintaining the structure and the premises.~~

~~(b) — *Renovation.* A building in the C-2A zoning district may be remodeled, renovated, restored, should it be more than 50% destroyed by fire or other occurrence as set out in Section 33-102.01, provided:~~

- ~~1. — That the use is a permitted use in the C-2A zoning district;~~
- ~~2. — That there is no increase or extension of the usable square footage of floor area.~~

~~(c) The reconstruction or substantial restoration of a damaged nonconforming multifamily or nonresidential structure where said restoration exceeds 50% of the most recent appraised building value of the structure in effect at the time of the damage that is on record with the~~

Volusia County Property Appraiser where said damage is the result of neglect shall be prohibited and any reconstruction or substantial restoration shall conform to the requirements of these Land Development Regulations.

- (c) — ~~New development.~~ New development, ~~which rebuilds and expansions must meet the provisions and requirement of Section 33-91 (parking regulations).~~

Sec. 33-102.04 - Discontinuance and re-establishment of nonconforming uses.
Special provisions for specific nonconformities.

- (a). Re-establishment of a nonconforming use. It is prohibited and unlawful to re-establish a nonconforming use when there has been a change to the permitted uses allowed with regard to a building or structure or land under the zoning district which is applicable to the land which the building or structure is located.

(a) — ~~Nonconformity with the stormwater management requirements of these Land Development Regulations this chapter.~~ In addition to the limitations in Section 33-102.01, an existing development that does not comply with the stormwater management requirements of these Land Development Regulations this chapter shall address the stormwater runoff created by the intensification of development.

- (b). Discontinuance of a nonconforming use. If the nonconforming use of any building, structure or land has been discontinued for a period of 180 days, it shall not be re-established and all future uses thereof shall be in conformity with the then applicable provisions of these Land Development Regulations.

- (b) — ~~Nonconformity with the parking and loading requirements of these Land Development Regulations this chapter.~~ Full compliance with the parking and loading requirements of these Land Development Regulations this chapter shall be required where the seating capacity or other factor controlling the number parking or loading spaces required by these Land Development Regulations this chapter is increased by 25% or more.

- (c) — Nonconforming vehicle use areas.

1. — A vehicle use area is any portion of a development site used for circulation, parking, and/or display of motorized vehicles, except junk or automobile salvage yards.

2. — When the square footage of a vehicle use area is increased, compliance with these Land Development Regulations this chapter is required as follows:

a. — Expansion by less than 25%. When a vehicle use area expands less than 25 percent, only the expansion area must be brought into compliance with these Land Development Regulations this Code.

b. ~~Expansion by more than 25%. When a vehicle use area expands 25% or more, the entire vehicle use area shall be brought into compliance with these Land Development Regulations this chapter.~~

c. ~~Repeated expansions. Repeated expansions of paving of a vehicle use area over a 5-year period commencing with the effective date of these Land Development Regulations this Code shall be combined in determining whether the threshold has been reached.~~

3. ~~Any vehicle use area in existence on the date of enactment of these Land Development Regulations this chapter which must be brought into conformity with these Land Development Regulations this chapter, and which has more than the number of parking spaces required by these Land Development Regulations this chapter, shall be treated as follows:~~

a. ~~The area shall be reconfigured to comply with requirements in these Land Development Regulations this chapter.~~

b. ~~If, after the reconfiguration, a paved area or areas that are not needed to comply with the requirements of these Land Development Regulations this chapter remain, the developer may do any one or combination of the following:~~

(1) ~~Improve the area(s) to comply with these Land Development Regulations this chapter and continue to use them for parking; or~~

(2) ~~Remove the paving and use as grassed overflow parking, as additional landscaped transitional zone, or for any other purpose consistent with the land use plan and approved by the City Commission.~~

~~(c) (d) Nonconforming signs. [Note: Section 16(b) of this Ordinance provides that the provisions of Subsection 33-102.04.(d) shall be moved to Article VII. and become Sec. 33-71.06 Nonconforming signs.]~~

1.(a) Any sign made nonconforming by the enactment of this chapter, and which has a replacement cost of less than \$300.00, and all signs prohibited by Section 33-73 (prohibited signs) of this chapter, shall be removed or made to conform within 90 days of the enactment of this chapter.

2. All signs made nonconforming by original adoption of this chapter and its subsequent amendment shall be eliminated 20 years after May 17, 1999. Not less than 90 days before the expiration of the 20-year period, May 17, 2019, the building official shall give written notice that nonconforming signs shall be removed. Upon failure to comply within the time specified, the building official is hereby authorized to cause removal of such sign and any expense incident thereto shall be paid by the person owning the building

~~or structure to which such sign is attached. Creation of a nonconforming sign through approval of a new plat that reduces lot area or width shall be given five years from the date of plat approval to bring the sign(s) into conformance unless there are safety issues that require earlier compliance.~~

- (b)3. All nonconforming signs shall be made to conform with these Land Development Regulations ~~this Code~~ when structurally altered, new copy is added, or when said signs are destroyed or damaged by wind, fire or other means to the extent of 60% or more of the replacement value.
- (c)4. Maintenance to a nonconforming sign shall be allowed as long as no wording is changed on the sign copy. If the name of the business changes or the new language is added to the sign, a sign maintenance permit will be required. If a nonconforming sign is removed from the base or disassembled without a sign permit; the sign shall not be allowed to be replaced without complying with article VII, Signs.
- (d)5. If a building is vacant and/or a sign is not in use for a period of 365 days, then the sign shall be required to be removed or come into compliance. A sign cannot be considered in use if the building is vacant.

Sec. 33-102.05 - Development of established vacant nonconforming single-family residential lots.

A vacant preexisting nonconforming lot located in a single-family residential zoning district may be developed as a legal building lot for single-family use, subject to a finding by the Planning Director in a development order of all of the following development standards:

- (1). The development of the property and the structures located thereon meet the building construction standards of the *Florida Building Code* and is generally consistent with the height, bulk and character of the surrounding structures and neighborhood. However, the Director shall not require specific building design elements unless the dwelling is a historic property or a contributing property to a historic district, is necessary to implement the National Flood Insurance Program, is located in a community redevelopment area or is located in a pre-existing planned unit development or master planned community.
- (2). The development of the property will not, by reason of air, water, light, noise, obstruction of views, traffic safety or traffic congestion, negatively affect the character and quality of life of the neighborhood as determined by sound and generally accepted land use planning practices and principles; and
- (3). The development of the property will provide adequate off-street parking for the use of the property; and

- (4). If the vacant nonconforming lot is held in common ownership with an adjoining vacant lot, it shall be deemed “merged” with the adjoining lot to the extent necessary to achieve a minimum of 50 feet in width.
- (5). The lot will conform to the width and lot size standards of the neighborhood within which its located; and
- (6). The front yard building setback requirement will conform to the average front setback of the surrounding properties.
- (7). The side and rear yard building setback requirements will not be less than the average of that of the surrounding properties or a minimum side yard setback of 5’ and rear yard setback of 20’, whichever is greater.

Section 24. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-103 “Variances and appeals.” by inserting the new underlined language and by deleting the ~~strike-through language~~, to be read in full as follows:

Sec. 33-103. - Variances and appeals.

33-103.01. *Generally.* Where there are hardships in the way of carrying out the strict letter of these Land Development Regulations ~~this chapter~~, appeals to the Planning Board may be taken by any person aggrieved or by any department of the ~~governing body of the City~~, with approval of the City Manager, affected by any decision of the ~~Planning Director~~ Administrative Official.

33-103.02. *Exceptions.* The Planning Board may grant a variance from the strict application of any provision of these Land Development Regulations ~~this chapter~~ except as follows:

- (a) No variance shall be granted to the concurrency management provisions or other provisions such that the variance would be inconsistent with State law or the City’s Comprehensive Plan.
- (b) The Planning Board shall not vary the type or density of uses allowed in zoning districts. The authority to determine the types and densities of uses allowed in zoning districts is specifically reserved to the legislative action of the City Commission.

33-103.03. *Review criteria.* In considering all proposed variations to these Land Development Regulations ~~this chapter~~, the Board shall, before making any findings in a specific case, ~~will~~ shall consider the following criteria:

- (a) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;

- (b) ~~Will~~ Literal interpretation and enforcement of ~~these Land Development Regulations the development code regulations would~~ will deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of these Land Development Regulations ~~the development code~~, and ~~would~~ work unnecessary and undue hardship on the applicant such as natural site conditions, size or shape of lot or existing structure(s);
- (c) Granting of the variance request will not confer on the applicant any special privilege that is denied by these Land Development Regulations ~~the development code~~ to other lands, buildings or structures in the same zoning district;
- (d) The granting of the variance will be in harmony with the general intent and purpose of these Land Development Regulations ~~this Code~~ and the Comprehensive Plan, as amended, and will not be injurious to the surrounding properties or detrimental to the public welfare;
- (e) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure; and
- (f) The special conditions or circumstances are not the result of actions of the applicant or owner.

33-103.04. Procedure.

- (a) *Application.* All requests for variances shall be submitted in writing, using the form provided, to the Planning Division ~~department~~, together with all applicable fees as set by resolution of the City Commission. The Planning Division ~~department~~ shall have 5 working days to review the application to determine if the contents are complete. If the application is found to be lacking information requested by the Planning Division ~~department~~ or if the data and exhibits are inaccurate, the application will not be considered filed for the purpose of processing and shall not be placed on the Planning Board agenda. An application for a variance shall include the following:
 1. ~~A Two~~ A current surveys (no older than 2 years) of the subject property, signed and sealed by a Florida-licensed and registered surveyor.
 2. ~~A Nine copies of a~~ A scaled site plan clearly illustrating the requested variances.
 3. Legal description of the property, if not contained on submitted survey.
 4. Typed mailing labels addressed to all property owners within the described distance ~~under~~ as required by Subsection (d).
 5. A written petition demonstrating compliance with the conditions listed under Section 33-103.03.
- (b) *Report to Planning Board .* The Planning Division ~~department~~ shall submit a written report containing a description of the request and the facts of the case to the Planning Board. A copy of the report shall be made available to the applicant prior to the Planning Board meeting.
- (c) *Hearing.* In considering all proposed variations to these Land Development Regulations ~~this chapter~~ the Planning Board shall, before making any finding in a

specific case, or granting any variance, conduct a public hearing which will take place no sooner than seven days after the publishing of a notice of such proposed or requested variance. The notice shall be published one time in a newspaper of general circulation in the City. At the hearing, any party may appear in person or be represented by agent or attorney.

- (d) *Notice.* The Planning Board shall not hold any hearing or grant any variance without having first notified, by certificate of mail, within at least 7 days prior to the date of the hearing, all parties to the hearing, all property owners within 300' on all sides of the subject property. Except, however, when a hearing under this Section concerns a ~~single-story~~ single-family dwelling or duplex, notification by certificate of mail need only be given to property owners within 100' on all sides of the subject property.
- (e) *Contents of notice.* The notice shall contain the time and date of the hearing before the Planning Board, and the proposed variance to be considered. Service of the notice to said property owners shall be deemed complete upon the date of mailing.
- (f) *Approval.*
 - 1. In granting any variance, appropriate conditions and safeguards may be prescribed to ensure compliance with the requirements of these Land Development Regulations ~~this chapter and the Code in general~~. Such conditions may include time limits for the initiation of the variance, specific minimum or maximum limits to ~~regular code~~ requirements of these Land Development Regulations, or any other conditions reasonably related to the requirements and criteria of these Land Development Regulations ~~this chapter~~.
 - 2. Variances run with the property and the use of a variance shall not be restricted to the applicant but also to subsequent parties for use on the same property.
- (g) *Appeal from Planning Board ~~board of adjustment~~.* Any person or persons jointly or severally, aggrieved by any decision of the Planning Board ~~board of adjustment~~, or ~~any taxpayer, or any officer, department or~~ the City Commission may present to a court of competent jurisdiction a petition, duly verified, setting forth that such decision is illegal, in whole or in part, specifying the grounds of the illegality. Such petition shall be presented to the court within 30 days after the filing of the decision in the Planning Division ~~to the office of the Board~~, otherwise the decision of the Board will be final.
- (h) *Administrative variance.*
 - 1. The Planning Division ~~department~~ may grant administrative variances from the height and setback requirements of these Land Development Regulations ~~this chapter~~ when found deemed appropriate by the Planning Director based upon sound and generally accepted land use planning practices and principles.

2. The review criteria for the variance request shall be the same as described in Section 33-103.03, but in no case shall an administrative variance be granted when such request exceeds 1' of the required dimension. In such case, the applicant shall be required to make an application in accordance with the variance procedure established in these Land Development Regulations ~~this chapter~~.
3. If a structure was built prior to 1960, lot size, rear or side building setback requirements may be reduced by 30%, if deemed appropriate by the Planning Director.

33-103.05. Special provisions where variance is sought from requirements of flood damage prevention regulations.

- (a) *Additional finding.* In addition to the findings required above, the Planning Board shall find that the requested variance will not result in an increase in the elevation of the Base Flood, additional threats to public safety, additional public expense, the creation of nuisances, fraud or victimization of the public, or conflicts with other local ordinances.
- (b) *Considerations.* Before granting a variance, the Planning Board shall consider:
 1. The danger that materials may be swept from the site onto other lands.
 2. The danger to life and property from flooding erosion.
 3. The potential of the proposed facility and its contents to cause flood damage and the effect of that damage on the owner and the public.

Section 24. Waiver or Deferral of Impact Fees for Affordable Housing.

(a). This Section is enacted to implement the provisions of Section 163.31801(11), *Florida Statutes*, which provides that the City may provide an exception or waiver for an impact fee for the development or construction of housing that is affordable, as defined in Section 420.9071, *Florida Statutes*, and which, further, provides that the City is not required to use any revenues to offset the impact.

(b). When the time arises for impact fees to be paid for a development which is eligible for an impact fee exception or waiver under Section 163.31801(11), *Florida Statutes*, the City Manager, or designee, may grant a waiver of the impact fees required if the City Manager, or designee, finds, in a written order, that the proposed development will provide housing that is affordable, as defined in Section 420.9071, *Florida Statutes*. Pursuant to Section 163.31801(11), *Florida Statutes*, other revenues are not required to offset the impact for a waiver granted under this subsection.

(c). Any waiver granted under this Ordinance shall be only for that portion of the development that meets the definition of affordable as set forth in Section 420.9071, *Florida Statutes*. The City shall not increase the amount of the impact fees payable to replace any revenue utilized from another revenue source because of the waiver granted under this Section.

(d) Any such waiver shall be conditioned upon the applicant entering into a recapture agreement or covenant in favor of the City of Deland, in a form approved by the City Attorney, which shall provide for the recapture of the waived impact fees upon the sale or other transfer of the property to a person or entity who does not meet income and asset criterion establish by the City if the sale or other transfer is made within 7 years from the date the waiver was granted. Such recapture agreement or covenant shall be recorded in the public records of Volusia County and must have priority status as a lien holder subject only to the lien of a first mortgage. The City Manager, or designee, may consent to subordination of the recapture agreement or covenant in the case that the first mortgage is being refinanced, but only if the principal amount of the first mortgage is not increased.

Section 25. Implementing Administrative Actions; Enforcement.

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

(b). The approvals and denials relating to applications, as set forth herein, shall be in a form approved City Attorney which shall be consistent with the provisions of Section 166.033, *Florida Statutes*.

(c). Enforcement of the City's *Land Development Regulations* shall be in accordance with the normative code enforcement processes and procedures of the City.

Section 26. Savings. The prior actions of the City of DeLand relating to non-conforming uses and affordable housing issues and land development matters, as those terms are used in their broadest sense to include, but not be limited to, the development and use of buildings, structures and lots, and the implementation of the provisions of the City's *Land Development Regulations* relating thereto, as well as any and all related matters, are hereby ratified and affirmed.

Section 27. Conflicts; No Effect on Section 2C-34, Section 33-23.02(k), Section 33-27.03(f) and Section 33-94.06(a)(5); Repeal of Section 33-33.01(e)(10) and Section 33-145.04.

(a). All Ordinances or parts of Ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed; provided, however, that this Ordinance shall not affect the provisions of Section 2C-34 of Chapter 2C¹ (relating to adult entertainment

¹ The cited provision reads as follows:

Sec. 2C-34. - Nonconforming uses.

(a) An adult entertainment establishment which, on May 16, 1994, the date the ordinance is first published, was located on a site which is prohibited by section 2C-32 of this Code, shall cease operations by October 1, 1994.

(b) When a nonconforming use of an adult entertainment establishment has been discontinued for 90 consecutive days or more, the nonconforming use shall be deemed abandoned and the future use of the premises or site shall revert to only those uses permitted on the site on which the establishment is located. See also, article 9, section 33-102.01(F) of the City of DeLand land development regulations.

establishments), Section 33-23.02.(k)² (relating to communication towers), Section 33-27.03.(f)³ (relating to bed and breakfast homestays and inns), and Section 33-94.04.(a)(5)⁴ (design criteria for Historic Design and Downtown Support District) of the *Code of Ordinances of the City of DeLand*. Similarly, the provisions of this Ordinance shall not affect the requirements of the City, howsoever imposed, relating to the utility systems of the City.

(b). Subsection 33-33.01.(e)(10)⁵ (relating to DeLand Municipal Airport zoning) and Section 33-145.04 (relating to the protection for prior platted subdivision lots) of the *Code of Ordinances of the City of DeLand* is hereby specifically repealed.

Section 28. Severability. If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase,

² The cited provision reads as follows:

(k) Nonconforming structures. An antenna mounted on a nonconforming communication tower or nonconforming alternative support structure shall not be deemed to increase its degree of nonconformity as determined by Article 9 of this chapter.

³ The cited provision reads as follows:

(f) Nonconforming uses. Property which does not meet the minimum required lot size or minimum setback requirements of the specific zoning district in which the structure is located may not be considered for review as a bed and breakfast homestay or bed and breakfast inn unless a variance is obtained per section 33-103.

⁴ The cited provision reads as follows:

33-94.06. Administration.

(a) Application process.

1. Design review shall be conducted by the City of DeLand for the purpose of determining compliance with this section.

2. A predesign conference with the City is recommended, prior to the beginning of design work on any project subject to regulation by this ordinance.

3. No building permits shall be issued without prior approval of the building design by the City.

4. Whichever is applicable, required submittals for design review shall be submitted at the time of an application for:

a. Final Development Plan review. Architectural designs shall be submitted with the site plan application for review by the TRC; or

b. Building permit. Architectural designs shall be submitted with building permit applications if a site plan is not required.

5. Applications shall be approved, approved with specific conditions or modifications, or denied, based upon their conformance or nonconformance with the requirements of this section as reviewed by the City. The review will include the oversight of an architect. Upon denial of an application, the City shall provide the applicant with specific objections to the design.

⁵ The cited provision reads as follows:

10. *Nonconforming use* means any preexisting structure, object of natural growth or use of lands which is inconsistent with the provisions of this section, or amendments thereto.

word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

Section 29. Codification; Direction to Code Codifier and City Staff; Correction of Scrivener's Errors.

(a). The provisions Sections 1 through Section 12 of this Ordinance shall become and be made a part of the *Code of Ordinances of the City of DeLand*, with all other sections not being codified, and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that all other ss shall not be codified. Further, the words "*Land Development Regulations*" shall be substituted for the words "*Land Development Code*" (or similar words and phrases) by the Code Codifier.

(b). The provisions of Subsection 33-102.04.(d) shall be moved to Article VII of Chapter 33 of the *Land Development Regulations* with regard to the regulation of signs.

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

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

Section 30. Effective Date. This Ordinance shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED this 16th day of May, 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy, MMC, City Clerk - Auditor

Passed on first reading: April 18, 2022.

Adopted on second reading: May 16, 2022.

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney

Providing a staggered parking ratio based on size of dwelling, shown highlighted:

(f) Matrix.

Residential Uses	Minimum Off-Street Parking Requirement	Notes
Conventional Single-family detached and duplex	1, 2, 3 bedrooms: 2 interior spaces/unit, or 4 or more bedrooms: 3 spaces/unit Less than 1,000 square feet of living area: 2 spaces 1,000 – 1,500 square feet of living area: 3 spaces Greater than 1,500 square feet of living area: 4 spaces	Single-family or duplex residential parking spaces may be tandem. Minimum 2 outdoor spaces to also be provided per lot. Interior parking spaces per unit requirement is waived within the Core Gateway District. Parking is prohibited on front lawns. If on street parking is not permitted or is restricted on the unit's street frontage, then visitor parking at .25 space/unit shall be required. The visitor space shall be located not more than 250 feet from the unit's street frontage.
Cluster/multifamily development	Resident parking: Studio: 1 space/unit, 1 bedroom: 1.5 spaces/unit, 2, 3, or more bedrooms: 2 spaces/unit, visitor parking: .5 space/unit	Reduction within the Core Gateway District may be proposed through submittal of a parking study. Resident parking spaces may be tandem. On-street parking provided in accordance with the dimensions required for parallel spaces may count toward visitor parking requirements. These spaces must be located within the minimum distance specified in Section 33-91.05. Parking is prohibited on front lawns.

The following change will be made for each single family classification, RR through R-1, if directed by the City Commission to further reduce the minimum size of a dwelling from 900 sq ft to 750 sq ft, shown highlighted:

33-17.01. R-R—Rural Residential.

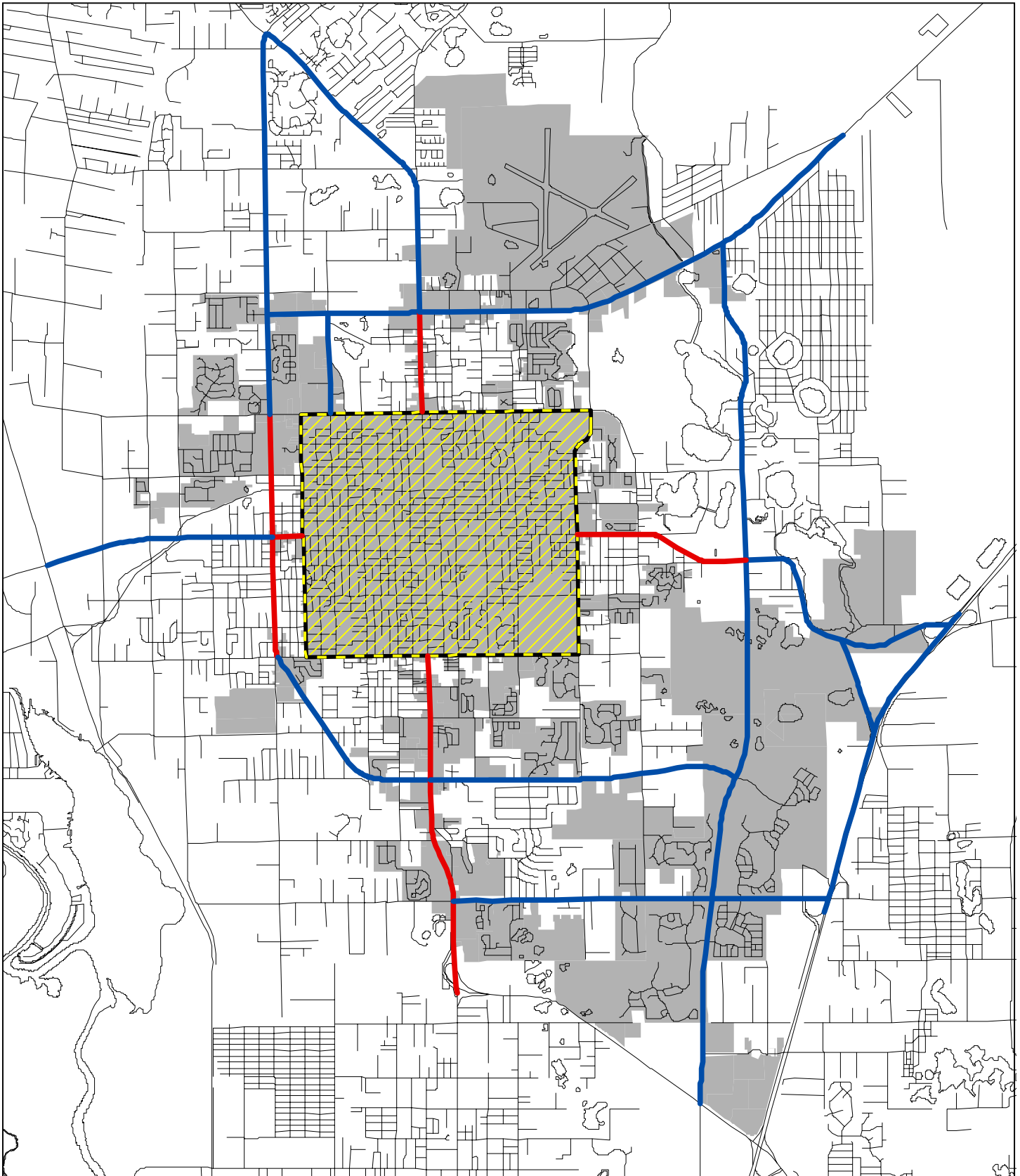
- (a) *Statement of intent.* The purpose and intent of this R-R Rural Residential District is to provide a gradual transition between agricultural and urban and single-family development plans.

R-R RURAL RESIDENTIAL
ALLOWED USES
PRIMARY USES AND STRUCTURES
Bed and breakfast homestay, accessory use only (See also section 33-27.03.)
Family day care home.

Mini and neighborhood parks.	
Single-family dwellings, except mobile homes.	
Colleges and universities—Colleges and universities, including class rooms, libraries, art centers, laboratories, offices, administration building and other university uses of a similar nature.	
Other uses—Other uses must be approved by the city commission after review and recommendation by the planning board, which are unquestionably similar to those uses permitted therein.	
CONDITIONAL USES (See also Chapter 33, Section 33-19)	
Community residential homes, single-family.	
Accessory dwelling units.	
SPECIAL EXCEPTIONS (See also Chapter 33, Section 33-18)	
Accessory dwelling units.	
Cemeteries.	
Churches, houses of worship—Churches, houses of worship and religious institutions with their customary accessory educational and recreational uses and buildings.	
Community and regional parks.	
Community gardens.	
Golf courses—Golf courses and appurtenant structures connected thereto, including but not limited to the clubhouse, storage rooms and locker rooms.	
Government and public buildings and land uses.	
Private clubs and lodges.	
Private parks.	
Veterinary clinics/hospitals and pet grooming—Veterinary clinics, animal hospitals and pet grooming with outdoor boarding facilities and runs.	
Home occupations are permitted in structures used as a residence without a development permit when conducted in accordance with section 33-27.01. Regulations governing other accessory uses appear in article III.	
MAXIMUM DENSITY ALLOWED	
Dwelling units per gross acre.	1.09
MINIMUM LOT DIMENSIONS	
MINIMUM WIDTH	100 feet
MINIMUM SIZE	40,000 square feet
Lots fronting on a curve must have a minimum 50-foot width at the street line.	
Corner lots must be 15 percent greater in width and area than the minimum requirement for interior lots.	
Lots fronting on a cul-de-sac must have a minimum 25-foot lot width at the street line and must meet the minimum lot width at the building set back line.	
SETBACKS/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS	
Maximum impervious surface	30 percent
Front setback	40 feet
Rear setback	40 feet
Interior side setback	15 feet
Street side setback	40 feet
BUILDING DIMENSIONS	
Maximum height	35 feet
Minimum floor area under heat and air	7501,200-square feet
ADDITIONAL REQUIREMENTS	
MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING	

The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and ten feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.	
A minimum of two off-street parking spaces compliant with Figure 33-91.06(b) are required per unit.	
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved or improved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer. Areas paved with impervious material must be included in the site's impervious surface calculation. Compacted gravel or milled asphalt may be proposed for single-family dwellings in accordance with section 33-91.06(d)3.f.	
MINIMUM REQUIREMENT FOR STORMWATER MANAGEMENT	
Stormwater generated by, during and after construction or improvement must be contained on-site or within a communal stormwater collection and management system permitted by the state.	
MINIMUM REQUIREMENTS FOR WATER AND SEWER	
Application for and connection to municipal water and sewer is required within areas served by the city.	
MINIMUM REQUIREMENTS FOR LOTS WHERE SEPTIC TANKS ARE USED	
SEWER/WATER SYSTEM	LOT AREA
Septic or aerobic tank with individual well	1-acre per unit
Septic tank with public water supply	½-acre per unit
MINIMUM REQUIREMENTS FOR TREE COVERAGE	
Each lot must have at a minimum one front yard tree and one tree for every 2,500 square feet of lot area.	
Historic trees and trees utilized to meet the minimum tree protection requirement or trees located inside a designated tree protection area, as defined in article VI of chapter 33, may not be removed without application and approval of a permit by the city.	
LANDSCAPING	
Landscaped buffers are required along street frontages where developments are proposed (article VIII of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33).	
AGRICULTURE	
Low intensity agriculture is permitted, provided the use is consistent with the Comprehensive Plan and the requirements of section 33-27.05.	
ACCESSORY STRUCTURES	
Permits are required for the placement and installation of accessory structures such as pools, storage sheds fences and similar structures. Additional information is contained within article III, section 33-28, accessory structures.	

City of DeLand Gateway Overlay Districts



Source: County of Volusia GIS
City of DeLand Planning Department

This map is a graphic representation and is not intended to be used for any engineering or surveying purposes. The City of DeLand is not liable for any decisions made on the basis of this map or on the information contained within the map.

Current as of February 1, 2010

Gateway Corridors

Corridor Name	DeLand City Limits
Redevelopment Gateway	Streets
Emerging Gateway	
Core Gateway	



CITY OF DELAND
Request for Commission Action
May 16, 2022

SUBJECT: Second Reading of Ordinance No. 2022-08, Annexing Three Parcels of Land Totaling Approximately 64 Acres of Property, Located at 791 South Blue Lake Avenue (Trinity Gardens PD). (First Reading 01/18/22).

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: ORD-2022-08 Annex, Exhibit A-Metes & Bounds Parcel 7014-00-00-0160 , Exhibit A-Metes & Bounds Parcel 7014-00-00-0180, Exhibit A-Metes & Bounds Parcel 7014-00-00-0171, Exhibit B-Location and Zoning Map, Staff Report (AN21-126), Aerial

APPROVED BY: Michael Pleus, City Manager, May 12, 2022

SUMMARY/HIGHLIGHT:

This request is for approval to annex three parcels, totaling 64 acres, into the City of DeLand to develop a residential project with a mix of single-family lot sizes and townhomes. At the December 15, 2021 meeting, the Planning Board recommended approval of the annexation. First reading was approved by the City Commission on January 18, 2022. Because this annexation is part of a land use change, the second reading was placed on hold until the land use was approved by VGMC and the Department of Economic Opportunity. Both agencies have approved the land use, therefore the annexation may proceed with adoption.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

As outlined in the city's strategic plan: "To manage growth, the City will need to institute a number of smart growth principles. For reasons of both community identity and governmental efficiency, an annexation strategy is required which will "square off" the City's boundaries." Approval of this request will further the city's goals to annex contiguous properties in order to ensure quality growth within the city limits.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Inclusion of this property onto the city's tax rolls will increase funds toward city services.

RECOMMENDATION:

It is recommended that the City Commission approve annexation of these 3 properties into the city limits on second reading.

BACKGROUND/DISCUSSION:

Mike Woods, Cobb Cole, represents the developers of Trinity Gardens, who propose to construct a residential project with a mix of single-family lot sizes and townhomes. The properties to be annexed will be combined

with an existing contiguous property that is already within the city limits. The applicants have applied for a land use amendment as well as a PD rezoning (LU21-127, Z21-128). Two of the three parcels to be annexed are located within an existing enclave and of concern to city staff was the creation of a new enclave with this approval. Volusia County staff have determined that because the existing enclave will be reduced through the annexation of these 2 properties, the request is acceptable.

ORDINANCE NO. 2022 - 08

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, ANNEXING THREE PARCELS OF LAND TOTALING APPROXIMATELY 64 +/- ACRES LOCATED AT 791 SOUTH BLUE LAKE AVENUE; AMENDING CITY BOUNDARIES TO INCLUDE THE ANNEXED PROPERTIES; AFFIRMING COMPLIANCE WITH STATUTORY PROCEDURE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Petitioner, Mike Woods, Esq, on behalf of the owner, Stewart I A Estate, submitted a petition for annexation of three parcels of land totaling approximately 64 +/- acres, located at 791 S. Blue Lake Avenue; and

WHEREAS, the parcels to be annexed are vacant and undeveloped; and

WHEREAS, two parcels to be annexed are contiguous to the boundaries of the City of DeLand on the east; one parcel to be annexed is contiguous to the boundaries of the City of DeLand on the west and south, the applicant has stated that Volusia County is agreeable to the request because it will reduce the size of a larger enclave if annexed, are reasonably compact, are not circuitous, and otherwise meets the requirements of *Chapter 171, Florida Statutes*.

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

Section 1. The following described lands in Volusia County, Florida, for which a petition for annexation has been received from the Petitioner, Mike Woods, Esq., on behalf of the owner, Stewart I A Estate, totaling approximately 64 +/- acres, located at 791 South Blue Lake Avenue; are hereby annexed and made part of the City of DeLand, subject to the jurisdiction, obligations, benefits and privileges of property within the municipality:

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

**Parcel Identification No. 701400000160;
Parcel Identification No. 701400000180; and
Parcel Identification No. 701400000171**

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

Section 3. The City Commission finds that a public hearing has been held on this Ordinance prior to adoption in the Commission Chambers, City Hall, 120 S. Florida Avenue, DeLand, Florida, at 7:00 P.M., on May 16, 2022, after notice published in accordance with Florida Statutes Section 171.044.

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

PASSED AND DULY ADOPTED this 16th day of May, 2022.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: April 18, 2022
Adopted on second reading: May 16, 2022

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

LEGAL DESCRIPTION

7014-00-00-0160

That part of Section 14, Township 17 South, Range 30 East, Volusia County, Florida being more particularly described as follows:

COMMENCE at the Northwest corner of the Southwest 1/4 of Section 14, Township 17 South, Range 30 East, Volusia County, Florida thence N88°26'03"E 1327.92 feet along the North boundary of said Southwest 1/4 to the Northwest corner of the Northeast 1/4 of said Southwest 1/4; thence continue N88°26'03"E 663.96 feet along said North boundary to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Southwest 1/4; thence S00°57'39"E 654.17 feet along the East boundary of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 to the Southeast corner of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4; thence N88°39'25"E 663.56 feet along the North boundary of the Southeast 1/4 of the Northeast 1/4 of said Southwest 1/4 to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Southwest 1/4 for the POINT OF BEGINNING;

thence N88°42'33"E 667.07 feet along the North boundary of the Southwest 1/4 of the Northwest 1/4 of said Southeast 1/4 of said Section 14 to the Southwest corner of the Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4; thence N00°56'00"W 659.89 feet along the West boundary of said Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4 to the Northwest corner of said Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4; thence N88°26'21"E 667.04 feet along the North boundary of the Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4 to the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4; thence S00°56'16"E 1326.08 feet along the East boundary of the Northwest 1/4 of said Southeast 1/4 to the Southeast corner of the Northwest 1/4 of said Southeast 1/4;

thence S88°58'45"W 1334.22 feet along the South boundary of the Northwest 1/4 of the Southeast 1/4 of said Section 14 to the Southwest corner of the Northwest 1/4 of the Southeast 1/4 of said Section 14; thence thence N00°55'42"W 656.75 feet along the West boundary of the Northwest 1/4 of the Southeast 1/4 of said Section 14 to the Point of Beginning.

CONTAINING: 30.340 acres, more or less.

LEGAL DESCRIPTION

7014-00-00-0180

That part of Section 14, Township 17 South, Range 30 East, Volusia County, Florida being more particularly described as follows:

COMMENCE at the Northwest corner of the Southwest 1/4 of Section 14, Township 17 South, Range 30 East, Volusia County, Florida thence N88°26'03"E 1327.92 feet along the North boundary of said Southwest 1/4 to the Northwest corner of the Northeast 1/4 of said Southwest 1/4; thence continue N88°26'03"E 663.96 feet along said North boundary to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Southwest 1/4; thence S00°57'39"E 654.17 feet along the East boundary of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 to the Southeast corner of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4; thence N88°39'25"E 663.56 feet along the North boundary of the Southeast 1/4 of the Northeast 1/4 of said Southwest 1/4 to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Southwest 1/4; thence N88°42'33"E 667.07 feet along the North boundary of the Southwest 1/4 of the Northwest 1/4 of said Southeast 1/4 of said Section 14 to the Southwest corner of the Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4; thence N00°56'00"W 659.89 feet along the West boundary of said Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4 to the Northwest corner of said Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4; thence N88°26'21"E 667.04 feet along the North boundary of the Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4 to the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4; thence S00°56'16"E 1326.08 feet along the East boundary of the Northwest 1/4 of said Southeast 1/4 to the Southeast corner of the Northwest 1/4 of said Southeast 1/4; thence N88°58'45"E 592.01 feet along the North boundary of the Southeast 1/4 of the Southeast 1/4 of said Section 14 to a point on the West right of way line of the West Volusia Beltline (Kepler Road) as described and recorded in Official Records Book 7707, Page 4683 of the Public Records of Volusia County, Florida, said point being the beginning of a non-tangent curve concave Westerly and having a radius of 3900.00 feet a chord bearing of S00°42'48"E and a chord distance of 67.02 feet; thence run Southerly 67.02 feet along the arc of said curve and said right of way line through a central

"EXHIBIT A"

angle of 00°59'05" to the end of said curve; thence S00°13'16"E 893.07 feet along said right of way line to the Northeast corner of that certain parcel of land described and recorded in Official Records Book 3897, Page 2485 of the Public Records of Volusia County, Florida; thence along the North, West and South boundary of said parcel of land the following 3 courses and distances; S89°46'43"W 300.00 feet; thence S00°13'16"E 307.91 feet; thence N89°31'01"E 300.00 feet to a point on the aforesaid West right of way line; thence S00°13'16"E 64.56 feet along said right of way line; thence S00°14'26"E 0.44 feet along said right of way line to a point on the South boundary of said Southeast 1/4 of Section 14; thence S89°31'09"W 1694.41 feet along said South boundary to the Southeast corner of that certain parcel of land described and recorded in Official Records Book 4317, Page 2773 of the Public Records of Volusia County, Florida; thence along the East, North and West boundary of said parcel of land the following 7 courses and distances; thence N00°54'31"W 373.75 feet; thence N89°05'29"E 107.50 feet; thence N00°54'31"W 335.00 feet; thence S89°05'29"W 290.00 feet; thence S00°54'31"E 335.00 feet; thence N89°05'29"E 107.50 feet; thence S00°54'31"E 373.19 feet to a point on the aforesaid South boundary of the Southeast 1/4; thence S89°31'09"W 141.01 feet to the Southwest corner of said Southeast 1/4, said point being the beginning of a non-tangent curve concave Northerly and having a radius of 1275.00 feet a chord bearing of N85°49'00"W and a chord distance of 207.32 feet; thence run 207.55 feet Westerly along the arc of said curve through a central angle of 09°19'36" to the end of said curve; thence N81°09'12"W 637.04 feet to the beginning of a non-tangent curve concave Westerly and having a radius of 3050.00 feet a chord bearing of N85°54'54"W and a chord distance of 506.38 feet; thence run Westerly 506.97 feet along the arc of said curve and said right of way line through a central angle of 09°31'25" to the end of said curve; thence S89°19'34"W 1211.37 feet to a point on the East right of way line of Blue Lake Avenue; thence N01°03'38"W 481.81 feet along said right of way line to a point on the South boundary of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said section 14 for the POINT OF BEGINNING; thence S89°06'10"W 100.00 feet along said right of way line and said South boundary to the Southwest corner of said North 1/2 of the Southwest 1/4 of the Southwest 1/4; thence N01°03'38"W 646.42 feet along said right of way line and the West boundary of said North 1/2 of the Southwest 1/4 of the Southwest 1/4 to the Northwest corner of said Southwest 1/4 of the Southwest 1/4; thence

"EXHIBIT A"

N88°52'47"E 1326.35 feet along the North boundary of the Southwest 1/4 of the Southwest 1/4 to the Southwest corner of the Northeast 1/4 of the of the Southwest 1/4 of said Section 14;

thence S00°59'38"E 651.59 feet along the East boundary of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 to the Southeast corner of said North 1/2 of the Southwest 1/4 of the Southwest 1/4; thence S89°06'10"W 1225.60 feet along the South boundary of said North 1/2 of the Southwest 1/4 of the Southwest 1/4 to the Point of Beginning.

CONTAINING: 19.756 acres, more or less.

LEGAL DESCRIPTION

7014-00-00-0171

That part of Section 14, Township 17 South, Range 30 East, Volusia County, Florida being more particularly described as follows:

COMMENCE at the Northwest corner of the Southwest 1/4 of Section 14, Township 17 South, Range 30 East, Volusia County, Florida thence N88°26'03"E 1327.92 feet along the North boundary of said Southwest 1/4 to the Northwest corner of the Northeast 1/4 of said Southwest 1/4 for the POINT OF BEGINNING; thence continue N88°26'03"E 663.96 feet along said North boundary to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Southwest 1/4; thence S00°57'39"E 654.17 feet along the East boundary of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 to the Southeast corner of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4; thence N88°39'25"E 663.56 feet along the North boundary of the Southeast 1/4 of the Northeast 1/4 of said Southwest 1/4 to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Southwest 1/4; thence N88°42'33"E 667.07 feet along the North boundary of the Southwest 1/4 of the Northwest 1/4 of said Southeast 1/4 of said Section 14 to the Southwest corner of the Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4; thence N00°56'00"W 659.89 feet along the West boundary of said Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4 to the Northwest corner of said Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4; thence N88°26'21"E 667.04 feet along the North boundary of the Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4 to the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4; thence S00°56'16"E 1326.08 feet along the East boundary of the Northwest 1/4 of said Southeast 1/4 to the Southeast corner of the Northwest 1/4 of said Southeast 1/4; thence N88°58'45"E 592.01 feet along the North boundary of the Southeast 1/4 of the Southeast 1/4 of said Section 14 to a point on the West right of way line of the West Volusia Beltline (Kepler Road) as described and recorded in Official Records Book 7707, Page 4683 of the Public Records of Volusia County, Florida, said point being the beginning of a non-tangent curve concave Westerly and having a radius of 3900.00 feet a chord bearing of S00°42'48"E and a chord distance of 67.02 feet; thence run Southerly 67.02 feet along the arc of said curve

"EXHIBIT A"

and said right of way line through a central angle of 00°59'05" to the end of said curve; thence S00°13'16"E 893.07 feet along said right of way line to the Northeast corner of that certain parcel of land described and recorded in Official Records Book 3897, Page 2485 of the Public Records of Volusia County, Florida; thence along the North, West and South boundary of said parcel of land the following 3 courses and distances; S89°46'43"W 300.00 feet; thence S00°13'16"E 307.91 feet; thence N89°31'01"E 300.00 feet to a point on the aforesaid West right of way line; thence S00°13'16"E 64.56 feet along said right of way line; thence S00°14'26"E 0.44 feet along said right of way line to a point on the South boundary of said Southeast 1/4 of Section 14; thence S89°31'09"W 1694.41 feet along said South boundary to the Southeast corner of that certain parcel of land described and recorded in Official Records Book 4317, Page 2773 of the Public Records of Volusia County, Florida; thence along the East, North and West boundary of said parcel of land the following 7 courses and distances; thence N00°54'31"W 373.75 feet; thence N89°05'29"E 107.50 feet; thence N00°54'31"W 335.00 feet; thence S89°05'29"W 290.00 feet; thence S00°54'31"E 335.00 feet; thence N89°05'29"E 107.50 feet; thence S00°54'31"E 373.19 feet to a point on the aforesaid South boundary of the Southeast 1/4; thence S89°31'09"W 141.01 feet to the Southwest corner of said Southeast 1/4, said point being the beginning of a non-tangent curve concave Northerly and having a radius of 1275.00 feet a chord bearing of N85°49'00"W and a chord distance of 207.32 feet; thence run 207.55 feet Westerly along the arc of said curve through a central angle of 09°19'36" to the end of said curve; thence N81°09'12"W 637.04 feet to the beginning of a non-tangent curve concave Westerly and having a radius of 3050.00 feet a chord bearing of N85°47'12"W and a chord distance of 492.74 feet; thence run Westerly 493.28 feet along the arc of said curve through a central angle of 09°15'59" to the end of said curve for the POINT OF BEGINNING; thence continue along the arc of said curve with a chord bearing of S89°27'06"W and a chord distance of 13.69 feet; thence run Westerly 13.69 feet along the arc of said curve through a central angle of 00°15'26" to the end of said curve; thence S89°19'34"W 1211.37 feet to a point on the East right of way line of Blue Lake Avenue; thence N01°03'38"W 481.81 feet to a point on the South boundary of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 14; thence N89°06'10"E 1325.60 feet along said South boundary of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 to the Southeast corner

"EXHIBIT A"

of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said section 14;
thence S00°59'38"E 486.62 feet along the East boundary of the Southwest 1/4 of
the Southwest 1/4 of said Section 14 to the Point of Beginning.

CONTAINING: 13.620 acres, more or less.

Legend:

- City Zoning (Blue dashed line)
- County Zoning (Red dashed line)

Map Labels:

- Subject Property:** Indicated by a yellow box and a black arrow pointing to the cross-hatched area.
- Zoning Districts:** A-3, R-4C, R-4, BPUDC, R-3C, R-R.
- Streets:** SR 44 (NEW YORK AVE), SIESTA CT, CR 4101 (KEPLER RD S), DR MARTIN L KING JR BTWY.
- Other Labels:** VOORHIS AVE, TS AVE, NINETY GARDENS, The Reserve at Victoria PD.

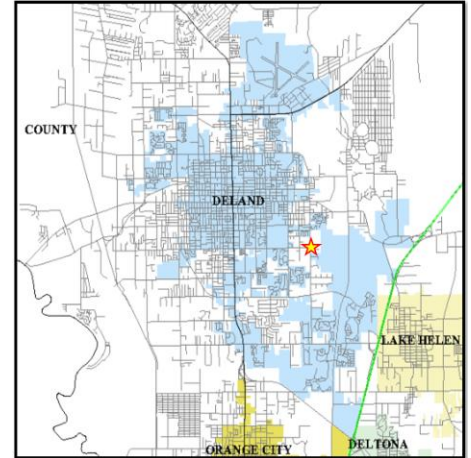
Orientation: North arrow pointing up. *Not to Scale*.

PLANNING DEPARTMENT STAFF REPORT TO PLANNING BOARD

December 15, 2021

APPLICATION: AN21-126

1. **Requested Action:** To annex three parcels into the City of DeLand to develop a residential project with a mix of single-family lot sizes and townhomes.
2. **Location:** Trinity Gardens
3. **Petitioner:** Michael Woods, Esq., Cobb Cole
4. **Owner:** Stewart I A Est
5. **Size of parcel:** 64 ± acres
6. **Parcel Id. No.:** 701400000160



7. **Land Use Designation and Zoning of Subject Property:**

Future Land Use: Volusia County: Urban Low Intensity

Existing Zoning: Volusia County: RR (*Rural Residential*)
A-3 (*Transitional Agriculture*)

Existing Use: Vacant, undeveloped

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

	<u>LAND USE</u>	<u>ZONING</u>
North:	Volusia County: Urban Low Intensity	R-R - Rural Residential
South:	City of DeLand: Low Density Residential	R-R - Rural Residential
East:	Volusia County: Urban Low Intensity	A-3C - Transitional Agric./Conservation
West:	Volusia County: Urban Low Intensity	A-3 - Transitional Agric. R-3 - Urban Single-Family Residential

9. Physical Characteristics: The property is vacant and undeveloped and located adjacent to another parcel already within the city limits, which is to be improved for this development. The property has a utility easement running through the center of both parcels.

The property is located within the city's Utility Service Area utilities and is served by City Police and Fire Department.

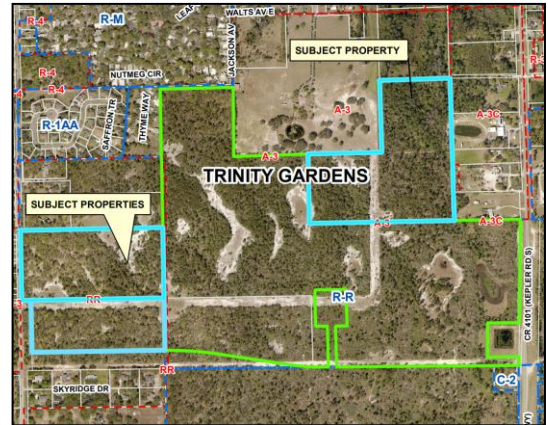
Growth Management Plan Consistency: An application for a change of land use and zoning typically follows annexation of property when development is sought. Once granted final approval, the County designations will be replaced with City designations. Both of those applications have been submitted for this site as follows:

Land use amendment

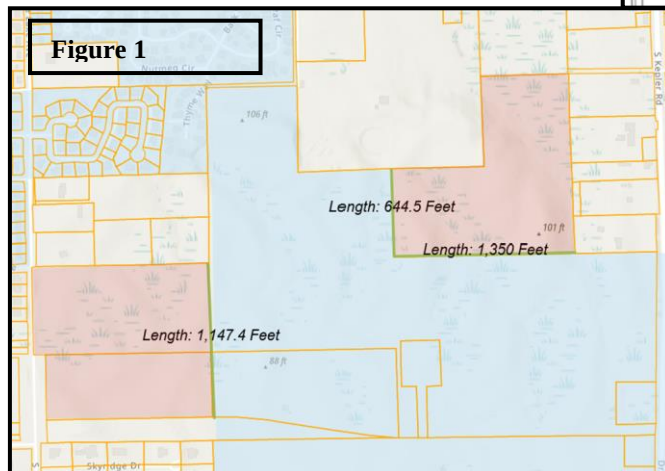
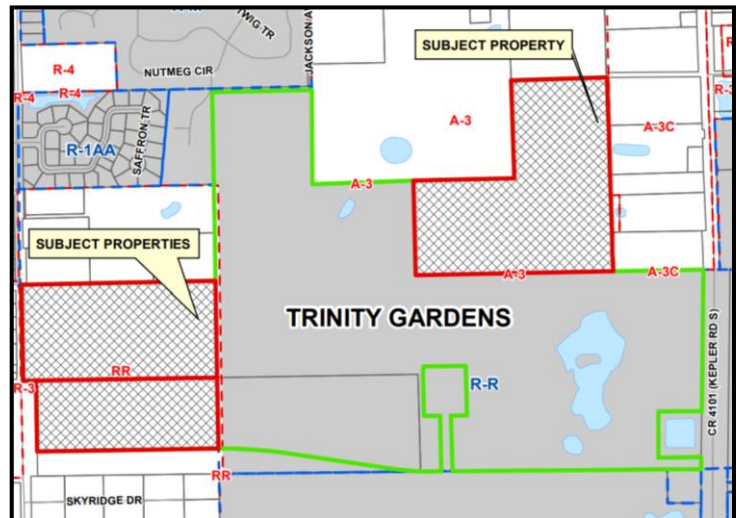
From: Volusia County Urban Low Intensity
To: City of DeLand Urban Low Intensity

Rezone

From: Volusia County R-R (Rural Residential)
To: City of DeLand Trinity Gardens PD



Analysis: The City's guidelines for annexation require the property to be contiguous to property within the city limits for at least 100 linear feet and to be accessible to public services provided. In addition, the state requires that the property be reasonably compact, not circuitous, and that it does not create an enclave. The properties are contiguous to the City of DeLand as requires as shown in Figure 1. The property is compact, not circuitous; however, it does appear to create an enclave. The applicant has been in contact with the County and is working with them to resolve the enclave issues.

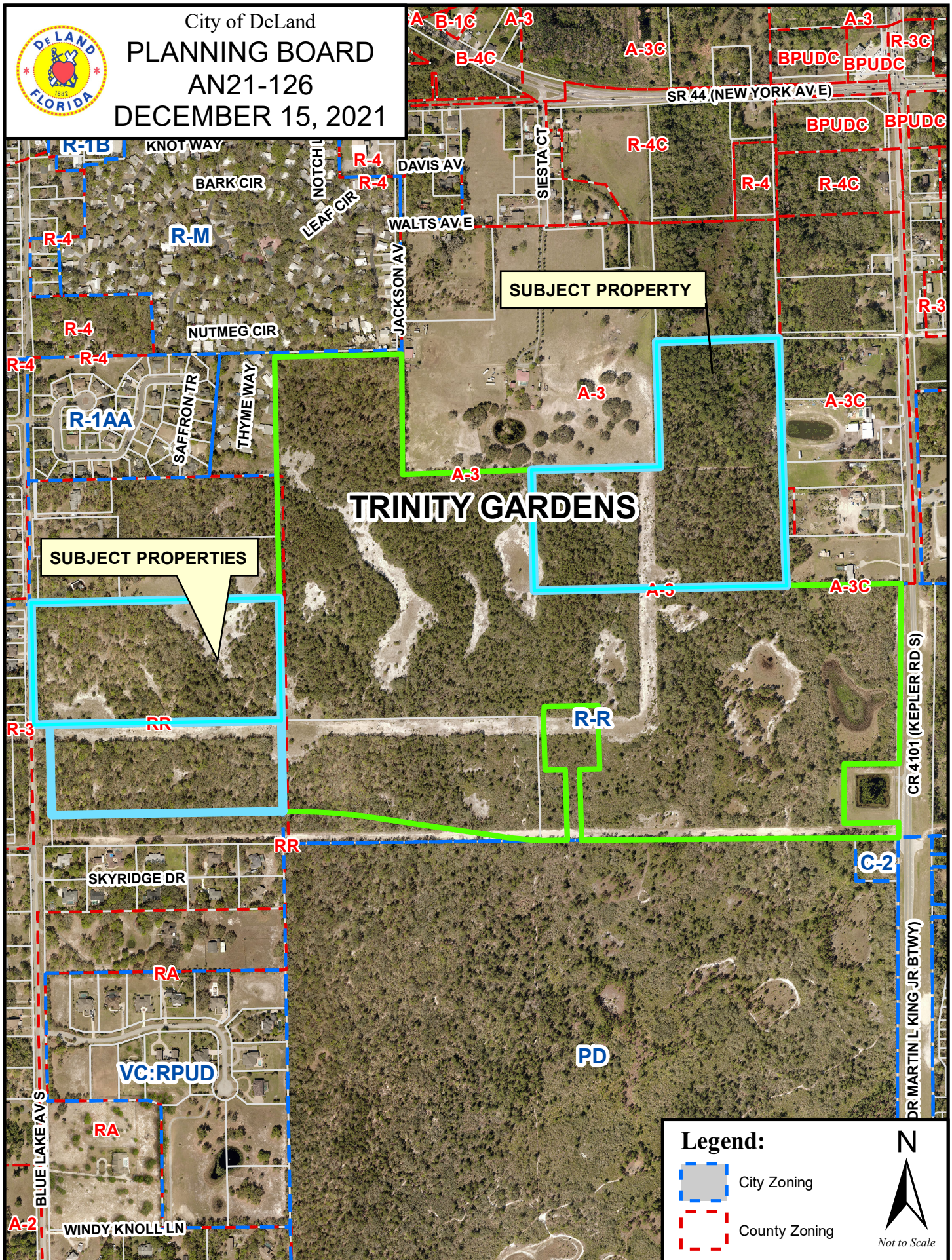


Recommendation: The annexation of this property meets the requirements outlined. The area surrounding the property is characterized by residential uses and property for which additional residential uses are currently under construction. The property is directly adjacent to Kepler Road which is an arterial road and designated as an Emerging Gateway into the city. Staff recommends that the Planning Board forward this annexation petition to the City Commission, with a recommendation for approval subject to no enclaves being created.

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



City of DeLand
PLANNING BOARD
AN21-126
DECEMBER 15, 2021



CITY OF DELAND
Request for Commission Action
May 16, 2022

SUBJECT: Second Reading Ordinance No. 2022-09, Changing the Land Use from Volusia County's Urban Low Intensity and City of DeLand Low Density Residential to City of DeLand Urban Low Density Residential, Located at 791 South Blue Lake Avenue (Trinity Gardens PD). (First Reading 1/18/22).

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: ORD-2022-09, Exhibit A - Proposed Land Use, Staff Report (LU21-127), Current Land Use Map, Proposed Land Use Map, Aerial, DEO Certification Letter, VGMC Certification Letter

APPROVED BY: Michael Pleus, City Manager, May 12, 2022

SUMMARY/HIGHLIGHT:

The applicant, Mike Woods, of Cobb Cole, is requesting to amend the land use designation for property from Volusia County - Urban Low Intensity and City of DeLand - Low Density Residential to all City of DeLand - Urban Low Intensity for approximately 183.92 acres. The subject property is located north of the E. Beresford Avenue proposed extension between Kepler Road and Blue Lake Avenue. At the December 15, 2021 meeting, the Planning Board recommended approval of the land use amendment. The City Commission approved the application on first reading and directed staff to transmit the application to VGMC and the Department of Economic Opportunity for their review and approval. Both agencies have approved the application, thus allowing the City to proceed with the adoption of the ordinance to amend the Future Land Use map to all Urban Low Intensity.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Residential development of this property, and inclusion of the residential units onto the city's tax rolls will increase funds toward city services.

RECOMMENDATION:

It is recommended that the City Commission approve the land use amendment of this property from Volusia County - Urban Low Intensity and City of DeLand - Low Density Residential to City of DeLand - Urban Low Intensity on second reading.

BACKGROUND/DISCUSSION:

Mike Woods, Cobb Cole, represents the developers of Trinity Gardens, who propose to construct a residential project with a mix of single-family lot sizes and townhomes. As currently designated, the properties for which the land use amendments are sought will be combined to create a single property which will eventually be developed. The requested land use designation of Urban Low Intensity for the entire property will lower the density overall. The annexation portion of the property will retain the same maximum density of 4 units per acre. However, the portion that is currently in the City will be lowering the density from a maximum of 5.8 units per acre to a maximum of 4 units per acre. The land use amendment will reduce the maximum density for the entire property by 214 units, from 946 to 732 units. The applicants have also applied for annexation of property, as well as a PD rezoning to create the overall residential development (AN21-126, Z21-128).

ORDINANCE NO. 2022 – 09

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF DELAND BY CHANGING FUTURE LAND USE DESIGNATIONS FROM VOLUSIA COUNTY'S URBAN LOW INTENSITY AND CITY OF DELAND'S LOW DENSITY RESIDENTIAL TO CITY OF DELAND'S URBAN LOW INTENSITY, FUTURE LAND USE DESIGNATIONS FOR PARCELS OF LAND LOCATED AT 791 SOUTH BLUE LAKE AVENUE; AND BY AMENDING THE FUTURE LAND USE MAP TO REFLECT THE CHANGE; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, F.S. §163.3161, et seq., creates the Local Government Comprehensive Planning and Land Development Regulation Act (hereinafter the "Act"); and

WHEREAS, the Act requires each local government in the State of Florida to prepare and adopt a comprehensive plan; and

WHEREAS, the City Commission adopted a comprehensive plan for the future growth and development of the City pursuant to Ordinance No. 90-4, as amended (hereinafter the "Comprehensive Plan"); and

WHEREAS, the Florida Department of Economic Opportunity (hereinafter "DEO") found the Comprehensive Plan to be in compliance with the Act; and

WHEREAS, the Volusia Growth Management Commission (hereinafter the "VGMC") found the Comprehensive Plan to be consistent and compatible with the existing and proposed plans of adjacent local governments, subject to certain conditions which are more particularly set forth below; and

WHEREAS, the City Commission has designated the Planning Board as the "local planning agency" responsible for reviewing proposed Comprehensive Plan amendments; and

WHEREAS, the Planning Board and the City Commission adopted procedures designed to provide effective public participation in the comprehensive planning process and to provide real property owners with notice of all official actions which will regulate the use of their property; and

WHEREAS, the Planning Board held a public hearing after due public notice in accordance with F.S. §163.3174(4)(a) for the purpose of making recommendations concerning the proposed Comprehensive Plan amendments.

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

Section 1. The City Commission hereby amends the Future Land Use Map to change the land use designations for parcels of land located at 791 South Blue Lake Avenue, from Volusia County's Urban Low Intensity and City of DeLand's Low Density Residential to City of DeLand's Urban Low Intensity Future Land Use Designations for all parcels as described in "Exhibit A" attached hereto and by this reference made a part hereof.

Section 2. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. The effective date of this Ordinance shall be the date of issuance of a certificate of consistency or conditional certificate of consistency by the Volusia Growth Management Commission, and a final order is issued by the Florida Department of Economic Opportunity, Division of Community Development finding the Ordinance in compliance in accordance with Section 163.3184, Florida Statutes. No development orders, development permits or land uses dependent on this Ordinance may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this Ordinance may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Florida Department of Economic Opportunity, Division of Community Development, Caldwell Building, 107 East Madison Street, MSC 160, Tallahassee, Florida 32399.

PASSED AND DULY ADOPTED this 16th day of May, 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

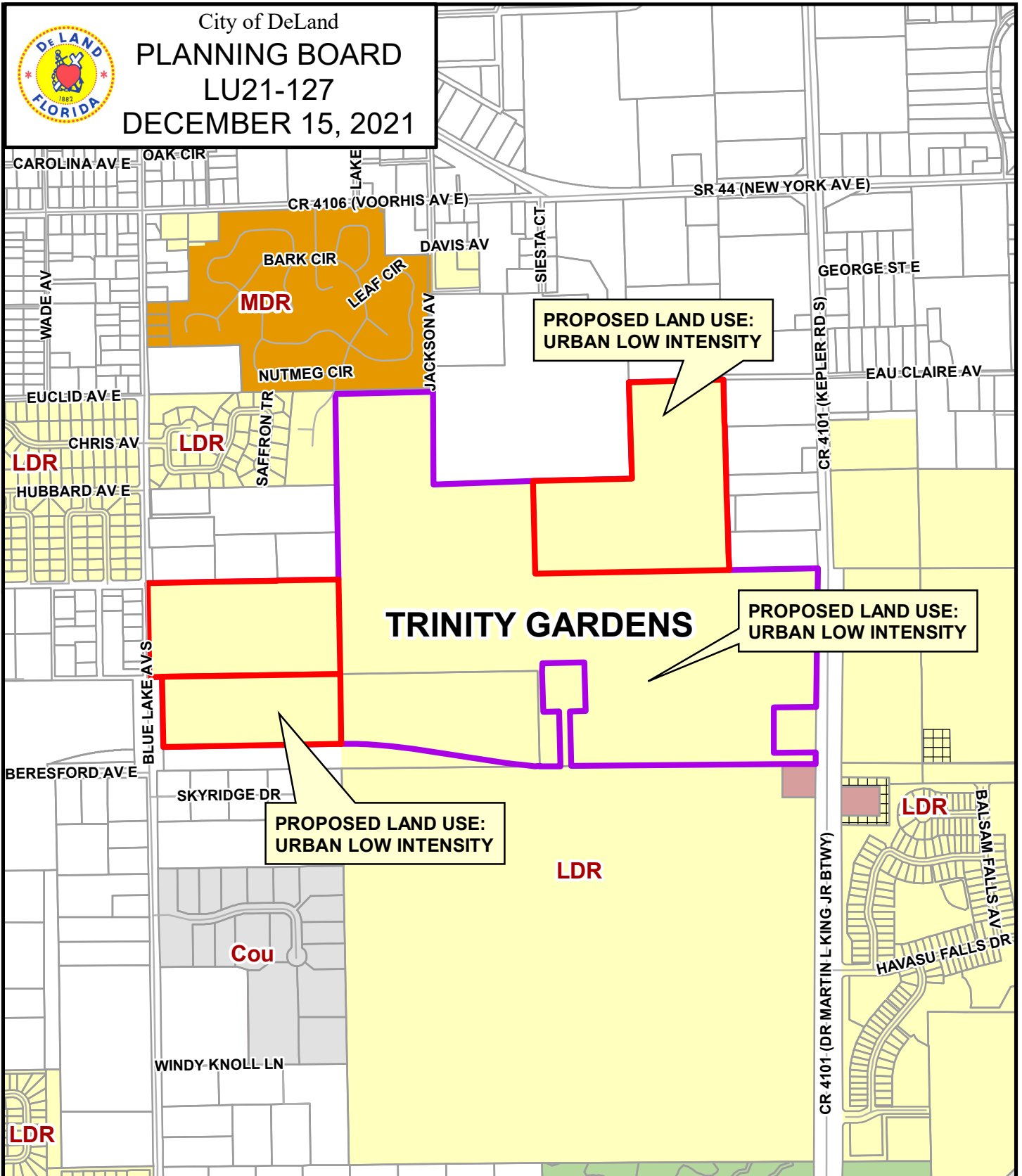
Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: April 18, 2022
Adopted on second reading: May 16, 2022

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

Exhibit A



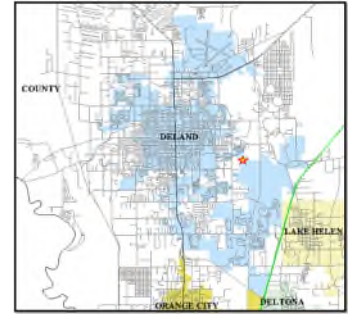
DeLand Future Land Use:

Agricultural Conservation	Educational	Downtown Commercial	New Community Development
Urban Low Intensity	Mixed Office - Residential	Redevelopment	Community
Low Density Residential	Mixed Commercial	Gateway	Commerce
Medium Density Residential	Business Retail	Rail Spur	West Central District
High Density Residential	Highway Commercial	Industrial	County



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

December 15, 2021



A. APPLICATION NO.: LU21-127

APPLICANT: Michael Woods, Esq., Cobb Cole

REQUEST: To amend the land use designation of a parcel
From: Volusia County - Urban Low Intensity & City of DeLand - Low Density Residential

To: City of DeLand - Urban Low Intensity
in order to develop a residential project with a mix of single-family lot sizes and townhomes.

B. SITE FACTORS

Location: 791 S. Blue Lake Ave.

Parcel ID #: 7014-00-00-0180, 701400000171, 701400000160, 701400000150, 701400000170

Parcel Size: 183.92 ± acres

Land Use: Volusia County – Urban Low Intensity

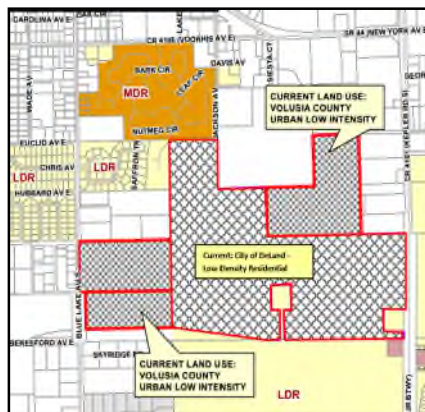
Existing Use: Vacant, undeveloped

Surrounding Uses:

	<u>Designation</u>	<u>Use</u>
North:	City: Medium Density Residential	Single-family residential
South:	City: Low Density Residential	Single-family residential (<i>pending</i>)
East:	City: Low Density Residential	Single-family residential (<i>pending</i>)
West:	City: Low Density Residential	Single-family Residential
	County: Urban Low Intensity	Single-family Residential

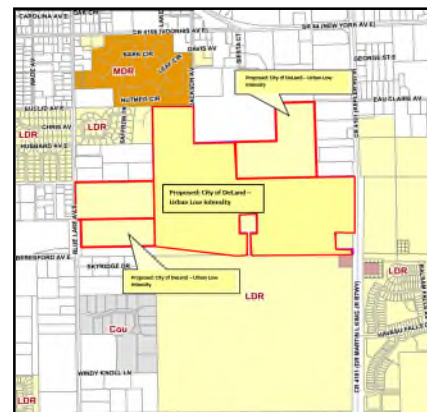
C. REQUESTED ACTION AND HISTORY:

- 1. REQUEST:** The site currently is undeveloped, and contains a utility line easement, and the applicant requests that the property be amended from a Volusia County “Urban Low Intensity “ to the City of DeLand “Urban Low Intensity” future land use designation.



Existing designation

LAND USE



Proposed designation

2. **CHRONOLOGY OF PAST EVENTS:** The land use designation of the subject property has not recently been changed. The property is subject to an annexation request.

D. **ALTERNATIVES AND ANALYSIS:** The purpose of this section is to analyze the reasonableness of the applicant's request for an amendment of the land use designation for the subject property. This analysis will include a description of the current and future land uses of the site and the surrounding area, potential impacts on the transportation system, and any significant adverse environmental impacts.

1. **Availability of Public Facilities (water, sewer, solid waste, drainage, traffic, recreation and schools if residential):**

- The parcel is within the City of DeLand utility service boundary and water/wastewater service for this project will be provided through existing city lines.
- The existing roadway adjacent to the larger site which is to ultimately be developed is Kepler Road to the east and eventually the Beresford Avenue extension will provide additional access to the overall site. Blue Lake Ave. lies adjacent to the west side of the property and will provide an access point as well.
- Because the site is proposed to ultimately be used for residential purposes, new demand for recreational facilities is anticipated. Any change in demand will be adjusted as necessary.
- Volusia County provides a sanitary landfill for the disposal of solid waste. The landfill has adequate capacity at this time.
- The City can provide an adequate LOS of Fire/Rescue service.
- The City can provide an adequate LOS of Police service.

2. **Compatibility with Land Use and Other Elements:** The Future Land Use Element requires that the subject property be consistent with surrounding development. The proposed land use designation is similar to that of most of the surrounding city properties. Of those that are within the city limits, all that is contiguous to the larger property are the same and the only other is Medium Density Residential. – WHAT??? - REWORD

VOLUSIA COUNTY:

Urban Low intensity (ULI) – Areas for low density residential dwelling units with a range of two-tenths (0.2) to four (4) dwelling units per acre. In reviewing rezoning requests, the specific density will depend on locational factors, particularly compatibility with adjacent uses and availability of public facilities. This residential designation is generally characterized by single family type housing, e.g., single family detached and attached, cluster and zero lot line. This designation will allow existing agricultural zoning and uses to continue.

The ULI designation is primarily a residential designation but may also allow neighborhood convenience uses (see Shopping Center definition in Chapter 20) and individual office buildings as transitional uses that meet the Comprehensive Plan's location criteria. The commercial intensity shall be limited to no more than a fifty percent Floor Area Ratio (0.50 FAR) in a manner to be compatible with the allowable residential density. In order to be considered compatible, the commercial development should be oriented to serve adjacent neighborhoods, reflect comparable traffic generation, similar traffic patterns, building scale, landscaping and open space and buffers. Due to the nature of some of the commercial uses, additional landscaping and visual screening shall be provided through the BPUD process when adjacent to low density residential in order to preserve the character of the neighborhood. More intensive neighborhood commercial use shall be reserved to areas designated for Commercial.

All requests for nonresidential uses within one-quarter (1/4) mile of another jurisdiction shall require notification to that jurisdiction.

CITY OF DELAND:

Urban Low Intensity (ULI) Designation

Description: Areas for suburban density residential dwelling units with a range of 0.2 to 4 dwelling units per acre. In reviewing rezoning requests, the specific density will depend on locational factors, in particular, compatibility with adjacent uses and availability of public facilities. However, lot sizes larger than one acre may be allowed if there are similar lot sizes existing in the vicinity. This category will allow existing agricultural zoning and uses to continue.

General Type of Development:

- Single Family Residential, attached or detached
- Cluster
- Zero lot line
- Office
- Neighborhood Convenience

Policy Guidelines: This category may also allow neighborhood convenience uses and individual office buildings as transitional uses that meet the Comprehensive Plan's location criteria. Commercial intensity shall be limited in a manner that is compatible with the allowable residential density; with a greater intensity permitted at intersections of heavily-used roadways.

In order to be considered compatible, the commercial development should reflect comparable traffic generation; similar traffic patterns; building scale; landscaping and open space; and buffers. Due to the nature of some of the commercial uses, additional landscaping and visual screening

shall be provided through the PD process, when adjacent to low density residential, in order to preserve the character of the neighborhood. High-intensive commercial use shall be reserved to areas designated for Business Retail or Highway Commercial.

Neighborhood Convenience Center (NCC):

- *Located along collectors, with preference given to locations at the intersections of collectors with arterials.*
- *New convenience centers shall not be located internally within existing single-family developments unless part of a Planned Development (PD).*
- *Uses do not encourage urban sprawl.*
- *Designed to serve the needs of the immediate neighborhood.*
- *Building size, sufficient setbacks, landscaping and buffers to maximize visual compatibility.*

The general characteristics for the NCC are represented by the following standards:

- *Typical site area: 2 acres (max. 5 acres)*
- *Gross Leasable Area: up to 10,000 sq. ft. (no one use to exceed 5,000 sq. ft.)*
- *Intensity: 0.18 FAR*
- *Sample uses: Convenience goods and services, offices, and specialty stores*

Mixed-use developments consisting of residential and low-intensity commercial may be permitted through the PD process. Overall residential density for the development is not to exceed the specified range for this land use designation. Non-residential building square footages for the development may not exceed the amounts allowed for NCC's. However, total Gross Leasable Area may be increased to 7,840 square feet per acre. Total development size is not to exceed 5 acres in area.

3. **Future Land Use Map:** The proposed change in the land use designation to Low Density Residential will be shown on the revised Future Land Use Map.
4. **Location of Lakes, Floodplains, and Wetlands:** The subject property does not appear to contain any bodies of water. Any such items will be dealt with properly at the point where development is to occur.
5. **Analysis of Natural Resources:**
 - a. Soil type: ASTATULA TAVARES – Broad, Undulating ridges of excessively drained and moderately well drained, brownish and grayish sandy soils; interspersed with a few sinks, lakes and depressions.

- b. Presence of Endangered Species – At this time no known species have been identified on this site. A more thorough review will be undertaken at the time of site plan development to determine the existence of any endangered species.
6. .
 - a. Water –The City’s utility department supplies water to the site. The infrastructure necessary to provide water to any future development would be analyzed by staff and assessed to ensure concurrency.
 - b. Sewer – It is anticipated that sufficient sewer capacity is available.
 - c. Drainage - The City adheres to the County’s 100-year frequency, 24-hour storm event standard for landlocked basins. Stormwater capture will be addressed on-site so as not to impact surrounding property.
 - d. Solid Waste – Solid waste services are available for the property.
 - e. Transportation – The type of use that could be anticipated for this site is expected to generate additional traffic primarily because the site is currently vacant and generates little to no traffic. Traffic generation is estimated according to the most intense type of development allowed under the proposed designation. Based on potential uses under the proposed designation, additional analysis may be needed to ensure that additional traffic is handled so as not to cause the impacted roadway segment to fail once an actual site plan is submitted.
 - f. Fire/Rescue Service - The City can provide an adequate LOS of Fire/Rescue service.
 - g. Police Service - The City can provide an adequate LOS of Police protection.
7. **Impact upon Recreation and Open Space:** The proposed land use is a residential category; however, due to the nature of the existing land use (also residential) it could be assumed that there should not be major impacts to the recreational needs of the City of DeLand. *Any increase in the allowable density will be investigated further at the site plan review stage to determine the potential impact.*
8. **New Public Facilities Needed to Serve Land Use:** Because this site is located within the Utility Service Area, no need for new public facilities is anticipated.
9. **Impact upon Existing Deficiencies:** The site in question has access to all city facilities and no deficiencies are currently known to exist.
10. **Impact upon Ability of the City to Fund Capital Improvements:** The proposed land use amendment will not result in the need for additional public facilities to serve the subject property. It will not create an additional impact upon the City's ability to fund the projects listed in the adopted Five-Year Capital Improvement Program. The Applicant will be required to provide any necessary improvements to connect to the City’s utilities.
11. **Impact upon Adopted Five-Year Schedule in Capital Improvements Element:** The proposed land use amendment will not require revision to the City's adopted Five-Year Capital Improvement Program.
12. **Compatibility with Existing Zoning Classification:** The existing zoning designation (Volusia County RR – Rural Residential and A-3 – Transitional Agriculture) will be amended upon approval of the land use amendment and a rezoning request to a compatible city zoning designation has been requested.

13. **Will the proposed land use change impact schools?** The proposed project will include residential dwelling units and additional students may be generated by a residential development project. School impacts will be anticipated and the school board has will be notified in order to determine the potential impact and ways to address it.
14. **How does this proposal fit with the guidelines developed for DeLand 2050 and the City's Strategic Plan?** The following guidelines will be considered when reviewing this proposal considering the specific guidelines listed for new development:

DeLand 2050 Principles

1. Become a sustainable community by having a sustainable growth policy requiring the wise use of fiscal and natural resources;
2. Reduce encroachment upon nature (protect natural ecosystems);
5. Promote a healthy community with beautiful and safe neighborhoods, all with easily accessible public space or green space and bike and pedestrian friendly design;
9. Concentrate development towards the Urban Core with appropriate density or intensity – (It's where it goes and what it looks like that is important);
11. Smart growth principles:
 - b. **Take advantage of compact building design** – use less land for development this includes building size as well as parking; land consumption for buildings can not be used for open space.
 - c. **Create housing opportunities and choices** – providing quality housing for people of all income levels and age groups.
 - d. **Create walkable communities** – the need for pedestrian-friendly features include types of development to shade for sidewalks.
 - f. **Preserve open space, farmland, natural beauty, and critical environmental areas** - preserves critical environmental areas, providing recreational opportunities, and guiding new development into existing communities.
 - h. **Strengthen and direct development to existing communities** – development directed to communities already served by infrastructure, use resources of existing neighborhoods offer and maintain value of public and private investment.

2. Principle – Reduce encroachment upon nature (protect natural ecosystems)

Policy 2 – work with VC on JPA to create an overlay to require low impact development criteria to be used for new subdivision in specific areas

5. Principle – Promote a healthy community

E. VGMC INFRASTRUCTURE IMPACT ASSESSMENT

In accordance with standard practice from the Florida Department of Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical maximum development potential under the currently adopted future land use designation (ULI) versus the proposed designation (LDR).

The following seven public facilities and services were examined: (Table 4)

- | | |
|-------------------|------------------------|
| 1. Transportation | 5. Stormwater Drainage |
| 2. Sanitary Sewer | 6. Recreation |
| 3. Potable Water | 7. Schools |
| 4. Solid Waste | |

Table 4. Impact Analysis (Theoretical Max.)

Development Variable	Future Land Use - ULI	Proposed Future Land Use - ULI	Net Change
	Theoretical Maximum		
Dwelling Units	736	736	0
Non-residential (retail, square feet)	0.5 FAR	0.18	0
1. Population	1656	1655	-1
2. P.M. Peak Hour Trips/Daily Trips	456/4894	456/4892	0/-2
3. Sanitary Sewer (gallons/day)	117,760	117,709	-51
4. Potable Water (gallons/day)	132,480	132,422	-58
5. Solid Waste (pounds/person)	5316	5313	-3
6. Stormwater Drainage	TBD	TBD	N/A
7. Recreation/Open Space (ac./person)	11.59	11.59	0

Notes:

- | | |
|-------------------------|---|
| 1. Population: | 2.25 persons per household (per 2010 Census) |
| 2. Transportation: | ITE Trip Generation Manual, 8th Edition: 0.62 PM peak hour trips per unit and 6.65 daily trips per unit, Apartments - Low-rise (220) |
| 3. Sanitary Sewer: | 160 gallons per day per Equivalent Residential Unit |
| 4. Potable Water: | 180 gallons per day per Equivalent Residential Unit |
| 5. Solid Waste | 3.21 pounds per person per day |
| 6. Stormwater Drainage: | LOS standard = 25-year, 24-hour event. Drainage system is required to be designed to meet the requirements of the Land Development Code during subdivision or site plan review. |
| 7. Rec. & Open Space: | 7 acres/1,000 persons (0.007 acres/person) |

The proposed amendment results in no increased impacts to the public infrastructure or services based on the theoretical maximum impact analysis. In some instances, the impacts are lessened.

Low impact development is a means of providing the much-needed housing at a rate that is required but also in a manner that has limited impacts upon the environment and the surrounding neighborhoods. Clustering of housing and the provision of open areas and common spaces is encouraged for this property. The density allowed can still be maintained, however, the typical development pattern of large lots that consume the majority of the development area is discouraged.

In addition, this property is subject to a PD rezoning. Because the Reserve at Victoria, which is currently under development immediately south of this site has agreed to fund a public trail for the benefit of its residents, it is proposed that this development join in with that agreement to provide the trail as a public benefit for the planned development.

STAFF RECOMMENDATION: Staff recommends approval of the proposed land use designation amendment subject to the property being developed using the principles which will compromise on the way the development occurs using the tools of low impact development instead of the typical development patterns of the past, and with the agreement to participate with the development of the bike trail along Beresford as a public benefit.

April 28, 2022

The Honorable Robert F. Apgar
Mayor, City of DeLand
120 South Florida Ave
DeLand, Florida 32720

Dear Mayor Apgar:

The Department of Economic Opportunity ("Department") has reviewed the proposed comprehensive plan amendment for the City of DeLand (Amendment No. 22-02ESR) received on March 29, 2022. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

If you have any questions concerning this review, please contact Paul Lim, Planning Analyst, by telephone at (850) 717-8511 or by email at Paul.Lim@deo.myflorida.com.

Sincerely,



Kelly Corvin, CPM, Regional Planning Administrator
Bureau of Community Planning and Growth

KDC/pl

Enclosure(s): Procedures for Adoption

cc: Mike Holmes, Planning Director, City of DeLand

Hugh Harling, Jr., P.E., Executive Director, East Central Florida Regional Planning Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS
FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using the Department's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**"

(<https://floridajobs.secure.force.com/cp/>) or submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities.
(Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.



Volusia Growth Management Commission

March 16, 2022

Mike Holmes, Planning Director
City of DeLand
120 S. Florida Avenue
DeLand, FL 32720

**RE: City of DeLand Large Scale Amendment
VGMC #22-007 – LU21-127, 791 South Blue Lake Avenue
Certificate of Consistency**

Dear Mr. Holmes,

VGMC Case No. 22-007 qualifies for certification in accordance with Chapter 90, Article II. of the Volusia County Code of Ordinances, Volusia Growth Management Commission Consistency Certification Rules and Organization. Based upon the lack of objection filed by another unit of local government, VGMC Case No. 22-007 is hereby deemed certified as consistent without the need for a public hearing.

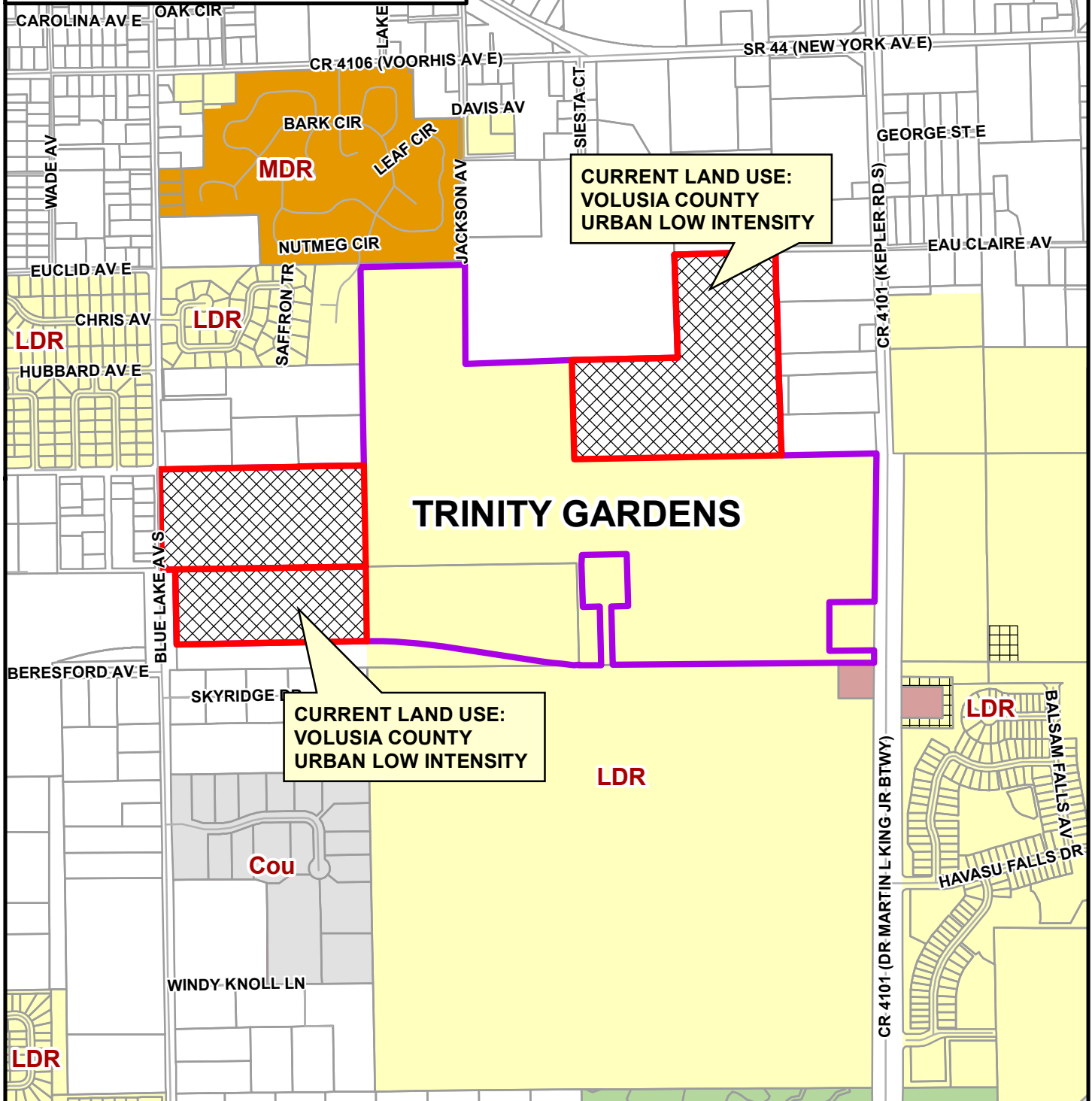
The Volusia Growth Management Commission appreciates the efforts of the City of DeLand to further intergovernmental cooperation and coordination within Volusia County. If you have any questions regarding this matter, please do not hesitate to call me.

Sincerely,

Sid Vihlen, Jr.
VGMC Chairman



City of DeLand
PLANNING BOARD
LU21-127
DECEMBER 15, 2021



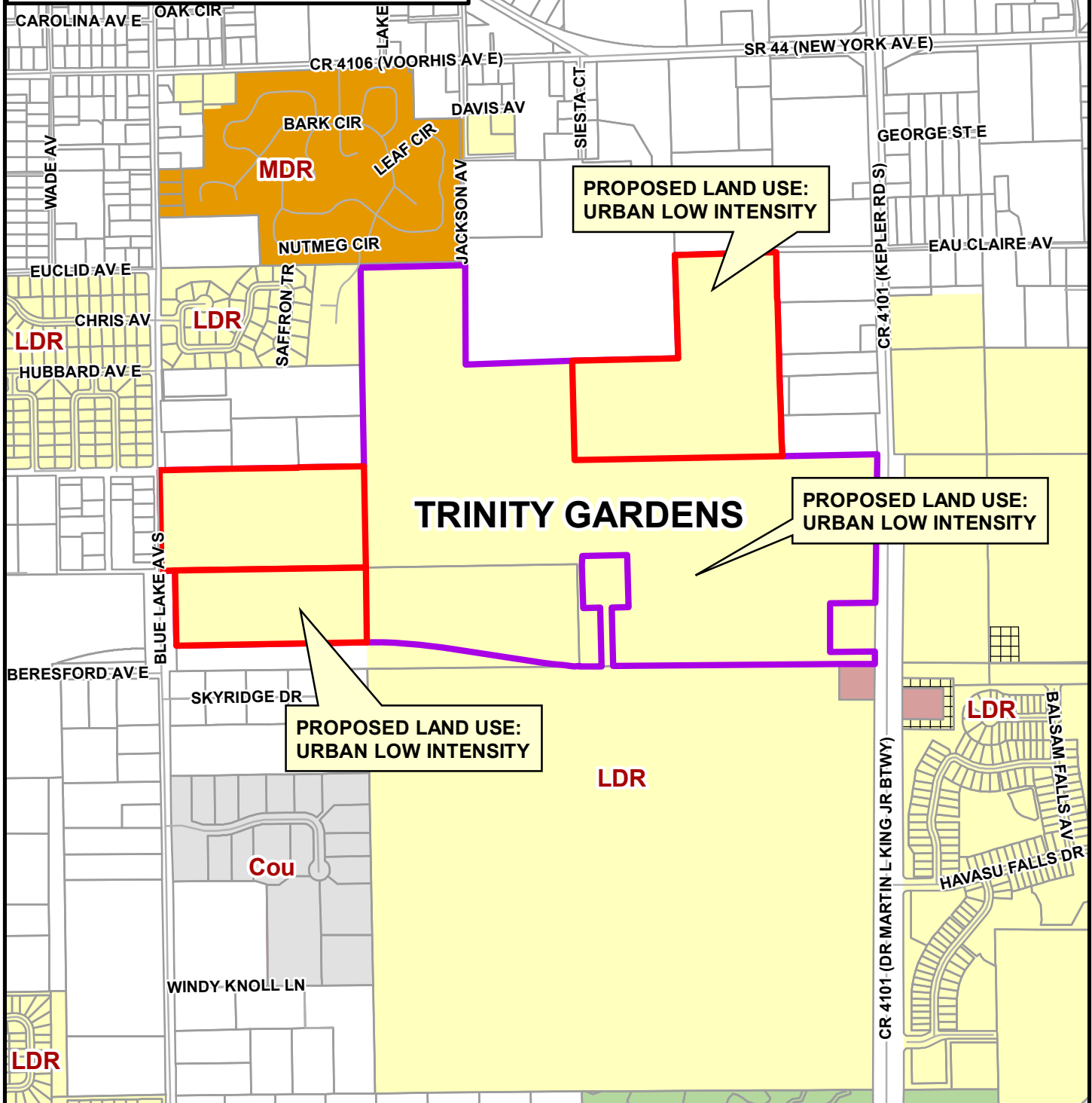
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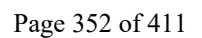
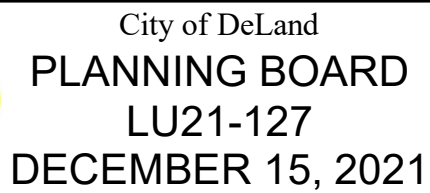
City of DeLand
PLANNING BOARD
LU21-127
DECEMBER 15, 2021



DeLand Future Land Use:

Agricultural Conservation	Educational	Downtown Commercial	New Community Development
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April 28, 2022

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- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the amendment effective date is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
(850) 245.7105 | www.FloridaJobs.org | [www.Twitter.com/FLDEO](https://twitter.com/FLDEO) | www.Facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Paul Lim, Planning Analyst, by telephone at (850) 717-8511 or by email at Paul.Lim@deo.myflorida.com.

Sincerely,

A handwritten signature in blue ink that reads "Kelly Corvin". The signature is written in a cursive, flowing style.

Kelly Corvin, CPM, Regional Planning Administrator
Bureau of Community Planning and Growth

KDC/pl

Enclosure(s): Procedures for Adoption

cc: Mike Holmes, Planning Director, City of DeLand

Hugh Harling, Jr., P.E., Executive Director, East Central Florida Regional Planning Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using the Department's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**"

(<https://floridajobs.secure.force.com/cp/>) or submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.



Volusia Growth Management Commission

March 16, 2022

Mike Holmes, Planning Director
City of DeLand
120 S. Florida Avenue
DeLand, FL 32720

**RE: City of DeLand Large Scale Amendment
VGMC #22-007 – LU21-127, 791 South Blue Lake Avenue
Certificate of Consistency**

Dear Mr. Holmes,

VGMC Case No. 22-007 qualifies for certification in accordance with Chapter 90, Article II. of the Volusia County Code of Ordinances, Volusia Growth Management Commission Consistency Certification Rules and Organization. Based upon the lack of objection filed by another unit of local government, VGMC Case No. 22-007 is hereby deemed certified as consistent without the need for a public hearing.

The Volusia Growth Management Commission appreciates the efforts of the City of DeLand to further intergovernmental cooperation and coordination within Volusia County. If you have any questions regarding this matter, please do not hesitate to call me.

Sincerely,

Sid Vihlen, Jr.
VGMC Chairman

CITY OF DELAND
Request for Commission Action
May 16, 2022

SUBJECT: Second Reading of Ordinance No. 2022-10, Changing the Zoning from City of DeLand Rural Residential, Volusia County's A-3, Transitional Agriculture to Trinity Gardens PD, Located at 791 South Blue Lake Avenue, Approximately 183.92 Acres of Property. (First Reading 1/18/22).

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: ORD-2022-10 , Exhibit A-Legal Description , Exhibit B -Trinity Gardens PD Agreement with Revisions , PD - Exhibit A , PD - Exhibit B Concept Plan, Zoning and Location Map, Aerial, Staff Report (Z21-128) Trinity Gardens PD

APPROVED BY: Michael Pleus, City Manager, May 12, 2022

SUMMARY/HIGHLIGHT:

The applicant, Michael Woods of Cobb Cole, is requesting to amend the zoning designations for property from Volusia County – Rural Residential and Agricultural Transition and City of DeLand - Rural Residential to Trinity Gardens PD. The subject property contains approximately 183.92 acres and is located north of Beresford Avenue proposed extension, between Kepler Road and Blue Lake Avenue.

The property is to be developed in a total of 4 phases and contains a total of 543 units which are comprised of 425 single-family and 118 townhouse units. The single-family homes will be divided into 330 – 50-foot and 95 – 60-foot lots. A minimum of 4 parking spaces are required for the single-family and townhouse units, (2 in garage and 2 in the driveway and 301 on-street parking will be provided throughout the development. Monument signage will be located on E. Beresford, MLK and Blue Lake Road. The development agreement states that the project will utilize low impact development measures to protect environmental features.

At their December 15, 2021 meeting, the Planning Board recommended approval for the application with the following recommendations. At their January 18, 2022 meeting, the City Commission approved on first reading, provided that the applicant address the comments from the Planning Board. The applicant submitted a revised development agreement and concept plan to address the comments from the Planning Board. How each comment was addressed by the revised agreement is shown in parenthesis.

1. Any decorative features or on street parking inside the right of way will be maintained by the HOA; (included)
2. Revise the building separation for the townhomes to be 20 feet; (included)
3. Accessory setback for townhomes is to apply to the rear yard; (included)
4. Address the Fire Marshal's comment to provide documentation that the cul-de-sac's can be modified as proposed; (will be provided at time of subdivision review or provide traditional cul de sac instead)
5. Remove section referencing open burning of vegetative debris; (section reworded to prohibit)
6. Remove the section referencing creation of Community Development Districts; (removed)
7. Increase buffers along right of way and entrances; (per concept plan, buffers are between 40' to 50')
8. Revise development agreement to insure any low impact development infrastructure is to be retained and maintained by the HOA; (states maintenance not by city)

9. Work with staff to insure stormwater system hydroperiods will not impact off-site properties; (agreed to do so)
10. Increase rear setback for screen enclosures to 5 feet. (included)The Board also wanted to inform the City Commission that several members were concerned that side setbacks should be larger than 5 feet, although it was not unanimous due to the resulting dominance of the garage on the front facade.

Staff has an additional text revision to H. Development Standards; 8. Model Homes and Temporary Sales Office. The revision is being requested due to some issues the City has encountered with construction of houses prior to our acceptance of the infrastructure in a state where the City can provide emergency services and proper utility operations.

The following should replace the current language.

8. " Model Homes and Temporary Sales Offices. The Developer may be given approval to designate and construct Model Homes and 2 lots as Temporary Sales Offices for each phase of development identified on the Plan Development Plan as stipulated in the Development Order. Construction of a Model Home and/or Temporary Sales Office for a particular phase may commence once the City Engineer has approved and accepted the roadway with its infrastructure for said phase."

The City Attorney has provided comments to the PD agreement that need to be addressed prior to the agreement being signed and recorded (the comments are shown in the attached PD agreement). There are no substantive changes, primarily some cleanup and providing updated ownership signature blocks.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

As outlined in the city's strategic plan under Strategic Focus Area: Preparing for the Future/Sustainability Strategic Context: Recognizing that the City itself is dynamic and that extensive changes will occur in the region in the near- and long-term future, it is important that there be a strategic focus on the future. The need for additional housing units throughout our region as well as nationally has become evident within the city. This action is a step toward the city trying to meet the housing needs of citizens in this region.

SUSTAINABILITY:

Amending the zoning designation of this property and outlining the development parameters will permit its development for residential purposes that align with the city's development requirements and will enable the city to continue active pursuit of its vision and strategic plan.

FISCAL IMPACT:

Residential development of this property, and inclusion of the residential units onto the city's tax rolls will increase funds for city services.

RECOMMENDATION:

It is recommended that the City Commission approve the zoning designation of this property on second reading from Volusia County – Rural Residential and Agricultural Transition and City of DeLand - Rural Residential to Trinity Gardens PD.

BACKGROUND/DISCUSSION:

Mike Woods, Cobb Cole, represents the developers of Trinity Gardens, who propose to construct a residential project with a mix of single-family lot sizes and townhomes. As currently designated, the properties for which the rezoning designations are sought will be combined to create a single property which will eventually be developed for residential purposes. The applicants have applied for annexation of property, as well as a land

use amendment to create the overall residential development (AN21-126, LU21-127).

Summary of development:

- Property will be developed in 4 phases
- 543 total units = SF – 425 units, TH- 118 units
 1. 330 – 50’
 2. 95 – 60’
 3. 118 – TH (phase 2)
- Uses – Single-family and Townhomes
- Parking –
 1. SF - 4 (2 in+2 out) min
 2. On-street – 301 spaces in various locations
 3. TH - 4 (2 in+2 out) min
- Monument signs – at entrances on E. Beresford, MLK, Blue Lake
- Mix of design facades, up to 8 model home/temporary sales lots per phase
- 15% TPA, pre-existing utility easement may accommodate TPA as noted in PD
- Live oak trees between 2-5 inches will also be protected in the TPA and protected by a conservation easement. A tree survey shall be conducted rather than an analysis. Laurel oaks 20”+ have a replacement of 3” for each one removed. A statistical sample will be taken for all other trees.
- ROWs shall be 50 feet wide except where on-street parking = 52 feet wide
- A trail network to include 8ft and 4 ft mulch trails and 8 ft asphalt trails constructed concurrent with construction.
- A 4500 ft long, 12 ft wide multi-modal trail for use by the general public will be built from MLK to Blue Land to occur with construction of the Beresford Rd. extension. (It needs to be verified who will construct the trail and which side of the street it is on)
- Amenity tracts (parks) shall be reserved for use by the residents
- The project shall use several types of LID to maintain the environmental systems

ORDINANCE NO. 2022 - 10

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM CITY OF DELAND'S RR, RURAL RESIDENTIAL, VOLUSIA COUNTY'S R-R, RURAL RESIDENTIAL AND VOLUSIA COUNTY'S A-3, TRANSITIONAL AGRICULTURE TO TRINITY GARDENS PD, PLANNED DEVELOPMENT, ON PROPERTY LOCATED AT 791 SOUTH BLUE LAKE AVENUE; APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 183.92 +/- ACRES OF PROPERTY; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the applicant, Michael Woods, Esq., LLC (hereinafter referred to as "Applicant"), on behalf of the property owner, owns approximately 183.92 +/- acres of land located at 791 South Blue Lake Avenue, which is more particularly described in the legal description attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, the Applicant has applied for a change of zoning designations from City of DeLand's RR, Rural Residential, Volusia County's R-R, Rural Residential and A-3, Transitional Agriculture to Trinity Gardens PD, Planned Development; and

WHEREAS, said rezoning is consistent with both the Comprehensive Plan and the purpose and intent of Section 33-32 of the Code of Ordinances of the City of DeLand (the "Code"); and

WHEREAS, the applicant has submitted an application for the approval of a development plan in order to amend the property zoning designation so as to change certain development standards for the property described in Exhibit "A" (hereinafter the "Property" or the "Project"); and

WHEREAS, the proposed development plan meets or exceeds the minimum conditions and standards for the PD District with respect to minimum development size, perimeter setbacks, comprehensive plan consistency, internal compatibility, external compatibility, open spaces, sidewalks, environmental constraints, internal access and circulation, external transportation access, off-street parking, public facilities and unified control; and

WHEREAS, the proposed development plan is consistent with the Urban Low Intensity land use designation.

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

Section 1. The City Commission has held a public hearing to approve the change of zoning from City of DeLand's RR, Rural Residential, Volusia County's R-R, Rural Residential, and Volusia County's A-3, Transitional Agriculture to Trinity Gardens PD, Planned Development District, on the property located at 791 South Blue Lake Avenue.

Section 2. Pursuant to the determination made at public hearing, the City Commission hereby amends the Comprehensive Zoning Map of the City to include the land described in Exhibit "A" as Trinity Gardens PD, Planned Development District.

Section 3. The zoning of the Property as PD, Planned Development District, is made pursuant to Section 33-32 of the Code and the development of the Property shall take place in accordance with that Section and in substantial compliance with the Development Plan Agreement, Maps and other supporting documentation submitted by Applicant which shall be filed and retained for public inspection in the office of the City Planning Department and constitute a supplement to the official Zoning Map of the City.

Section 4. The approved Development Plan for Trinity Gardens PD, Planned Development District, including the Development Plan Agreement, Map and other supporting documentation (on file with the City Planning Department), are attached hereto as Exhibit “B” and by this reference made a part hereof.

Section 5. The failure of the approved Development Plan to address a particular permit, condition, term or restriction shall not relieve the Applicant of the necessity of complying with any law governing said permitting requirements, conditions, terms or restrictions, as same may be amended or enacted from time to time in the future. All current land development regulations of the City are applicable to the PD District except to the extent that they conflict with a specific provision of the approved Development Plan.

Section 6. At the time of development, the Applicant shall comply with all relevant building codes and development standards contained in the City’s Code of Ordinances or in the Development Plan; provided, however, that the development standards contained in the adopted Development Plan shall supersede comparable standards contained in the Code of Ordinances.

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

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

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

Section 10. The City Engineer, Planning Director, and Building Department are hereby directed to change the Comprehensive Zoning Map of the City of DeLand to conform with the change of zoning enacted in this Ordinance.

Section 11. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

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

PASSED AND DULY ADOPTED this 16th day of May, 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: April 18, 2022
Adopted on second reading: May 16, 2022

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

TRINITY GARDENS

That part of Section 14, Township 17 South, Range 30 East, Volusia County, Florida being more particularly described as follows:

COMMENCE at the Northwest corner of the Southwest 1/4 of Section 14, Township 17 South, Range 30 East, Volusia County, Florida thence N88°26'03"E 1327.92 feet along the North boundary of said Southwest 1/4 to the Northwest corner of the Northeast 1/4 of said Southwest 1/4 for the POINT OF BEGINNING; thence continue N88°26'03"E 663.96 feet along said North boundary to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Southwest 1/4; thence S00°57'39"E 654.17 feet along the East boundary of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 to the Southeast corner of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4; thence N88°39'25"E 663.56 feet along the North boundary of the Southeast 1/4 of the Northeast 1/4 of said Southwest 1/4 to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Southwest 1/4; thence N88°42'33"E 667.07 feet along the North boundary of the Southwest 1/4 of the Northwest 1/4 of said Southeast 1/4 of said Section 14 to the Southwest corner of the Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4; thence N00°56'00"W 659.89 feet along the West boundary of said Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4 to the Northwest corner of said Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4; thence N88°26'21"E 667.04 feet along the North boundary of the Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4 to the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4; thence S00°56'16"E 1326.08 feet along the East boundary of the Northwest 1/4 of said Southeast 1/4 to the Southeast corner of the Northwest 1/4 of said Southeast 1/4; thence N88°58'45"E 592.01 feet along the North boundary of the Southeast 1/4 of the Southeast 1/4 of said Section 14 to a point on the West right of way line of the West Volusia Beltline (Kepler Road) as described and recorded in Official Records Book 7707, Page 4683 of the Public Records of Volusia County, Florida, said point being the beginning of a non-tangent curve concave Westerly and having a radius of 3900.00 feet a chord bearing of S00°42'48"E and a chord distance of 67.02 feet; thence run Southerly 67.02 feet along the arc of said curve

EXHIBIT "A"

and said right of way line through a central angle of 00°59'05" to the end of said curve; thence S00°13'16"E 893.07 feet along said right of way line to the Northeast corner of that certain parcel of land described and recorded in Official Records Book 3897, Page 2485 of the Public Records of Volusia County, Florida; thence along the North, West and South boundary of said parcel of land the following 3 courses and distances; S89°46'43"W 300.00 feet; thence S00°13'16"E 307.91 feet; thence N89°31'01"E 300.00 feet to a point on the aforesaid West right of way line; thence S00°13'16"E 64.56 feet along said right of way line; thence S00°14'26"E 0.44 feet along said right of way line to a point on the South boundary of said Southeast 1/4 of Section 14; thence S89°31'09"W 1694.41 feet along said South boundary to the Southeast corner of that certain parcel of land described and recorded in Official Records Book 4317, Page 2773 of the Public Records of Volusia County, Florida; thence along the East, North and West boundary of said parcel of land the following 7 courses and distances; thence N00°54'31"W 373.75 feet; thence N89°05'29"E 107.50 feet; thence N00°54'31"W 335.00 feet; thence S89°05'29"W 290.00 feet; thence S00°54'31"E 335.00 feet; thence N89°05'29"E 107.50 feet; thence S00°54'31"E 373.19 feet to a point on the aforesaid South boundary of the Southeast 1/4; thence S89°31'09"W 141.01 feet to the Southwest corner of said Southeast 1/4, said point being the beginning of a non-tangent curve concave Northerly and having a radius of 1275.00 feet a chord bearing of N85°49'00"W and a chord distance of 207.32 feet; thence run 207.55 feet Westerly along the arc of said curve through a central angle of 09°19'36" to the end of said curve; thence N81°09'12"W 637.04 feet to the beginning of a non-tangent curve concave Westerly and having a radius of 3050.00 feet a chord bearing of N85°54'54"W and a chord distance of 506.38 feet; thence run Westerly 506.97 feet along the arc of said curve and said right of way line through a central angle of 09°31'25" to the end of said curve; thence S89°19'34"W 1211.37 feet to a point on the East right of way line of Blue Lake Avenue; thence N01°03'38"W 481.81 feet along said right of way line to a point on the South boundary of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said section 14; thence S89°06'10"W 100.00 feet along said right of way line and said South boundary to the Southwest corner of said North 1/2 of the Southwest 1/4 of the Southwest 1/4; thence N01°03'38"W 646.42 feet along said right of way line and the West boundary of said North 1/2 of the Southwest 1/4 of the Southwest 1/4 to the Northwest corner of said

EXHIBIT "A"

Southwest 1/4 of the Southwest 1/4; thence N88°52'47"E 1326.35 feet along the North boundary of the Southwest 1/4 of the Southwest 1/4 to the Southwest corner of the Northeast 1/4 of the of the Southwest 1/4 of said Section 14; thence N00°59'38"W 1303.17 feet along the West boundary of the Northeast 1/4 of the of the Southwest 1/4 of said Section 14 to the Point of Beginning.

CONTAINING: 183.922 acres, more or less.

1 "EXHIBIT B"

2 PLANNED DEVELOPMENT AGREEMENT

3 IN THE CITY COMMISSION OF THE

4 CITY OF DELAND, FLORIDA

5 IN RE: Case # Z-21-128, Application of

6 HANOVER LAND COMPANY, LLC

7 ORDINANCE # 2022-____

8
9 ORDER AND RESOLUTION

10 GRANTING A REQUEST FOR CHANGE OF ZONING FROM CITY R-R,

11 COUNTY A-3 & COUNTY RR TO

12 TRINITY GARDENS PD

13
14 The application of Hanover Land Company, LLC, hereinafter, "Applicant", for
15 rezoning was heard by and before the City Commission, DeLand Florida, on
16 _____, 2022, Based upon the verified Application and other supporting
17 documents, maps, charts, overlays, other evidence and instruments; the advice, report,
18 and recommendations of the Community Development, and other Departments and
19 agencies of DeLand, Florida; and the testimony adduced and evidence received at the
20 Public Hearing on this Application by the Planning Board on December 15, 2021, and
21 otherwise being fully advised, the City Commission does hereby find and determine as
22 follows:
23

GENERAL FINDINGS

A. That the application of Hanover Land Company, LLC was duly and properly filed herein on July 19, 2021 as required by law.

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

C. That the Applicant is the Contract Purchaser of a 183.92 +/- acre parcel of land which is the subject of this application and which land is situated in DeLand, Florida and more particularly described in the attached Exhibit "A" (hereinafter the "Property").

D. That the Applicant has complied with the Planned Development Plan provision as required by Land Development Regulations Ordinance No. 2013-11, as amended.

E. That the Applicant has complied with the "Due Public Notice" requirements of the City Commission, Land Development Regulations Ordinance No. 2013-11, as amended.

F. That the owners of the Property, Tom B. Stewart EST, Mary S. Howarth EST, Stewart Family Properties, LLC, Central Florida Investment Co, LLC, CMM Investments, LLC and I.A. Stewart EST, agree with the provisions of the Development Agreement.

FINDINGS REGARDING REZONING

A. That the applicant has applied for a change of zoning from the present zoning classification of the Property from City R-R, County A-3 & County RR to Trinity Gardens PD (Planned Development).

B. That the said rezoning to a PD is consistent with both the City of DeLand Comprehensive Plan Ordinance No. 1990-04, as amended, and the intent and purpose of the City of DeLand Land Development Regulations Ordinance No. 2013-11, as amended, and does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the rezoning request.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF DELAND, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE CITY COMMISSION CHAMBERS, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA, THIS ____ DAY OF _____, 20____, AS FOLLOWS:

A. That the Application of Hanover Land Company, LLC, a Florida limited liability company, for the rezoning of the Property is hereby granted.

B. That the zoning classification of the Property is hereby amended from City R-R, County A-3 & County RR to Trinity Gardens PD as described in Article VII of the City of DeLand, Land Development Regulations Ordinance No. 2013-11, as amended.

C. That the Official Zoning Map of the City of DeLand is hereby amended to

1 show the rezoning of the Property to Trinity Gardens PD.

2
3 D. That the City of DeLand, Land Development Regulations Ordinance No.
4 2013-11, as amended, is consistent with the provisions of the "Development Agreement"
5 as hereinafter set forth in this Ordinance and with respect to any conflict between Land
6 Development Regulations Ordinance No. 2013-11, as amended, and the "Development
7 Agreement", the provisions of the "Development Agreement" shall govern. Ordinance No.
8 2013-11, as amended, shall govern with respect to any matter not covered by the
9 "Development Agreement". The City of DeLand will ensure overall compliance with this
10 Ordinance.

11
12 E. Unless otherwise provided for herein the City of DeLand, Land Development
13 Regulations Ordinance No. 2013-11, as amended, shall apply to the Property and the PD
14 in the same manner as the R-1 zoning classification.

15
16 E. Except as otherwise stated herein, nothing in the Development Agreement is
17 intended to abridge the requirements of Ordinance No. 2013-11, as amended, and any
18 other City Ordinances.

DEVELOPMENT AGREEMENT

A. Development Concept. The Property shall be developed as Trinity Gardens PD, substantially in accordance with the Planned Development Plan. The Planned Development Plan shall govern the development of the Property as a PD and shall regulate the future land use of this parcel.

B. Planned Development Plan. The Planned Development Plan shall consist of the Development Plan Map prepared by Kelly, Collins & Gentry, Inc., and dated November 15, 2021 and this Development Agreement. The Development Plan Map is hereby approved and incorporated in this Ordinance and Development Agreement by reference as Exhibit "B". The Planned Development Plan shall be filed and retained for public inspection in the Planning Department and it shall constitute a supplement to the Official Zoning Map of the City of DeLand.

C. Amendments. All amendments of the Planned Development Plan, other than those deemed by the Planning Department to be minor amendments as set out in Land Development Regulations Ordinance No. 2013-11, as amended, shall require the review and recommendation of the Planning Board and action by the City Commission in the same manner as a rezoning of the parcel.

D. Subdivision Approval. After the Planned Development Plan is recorded, and prior to any construction, including clearing and landfill, a final subdivision plat of the area to be subdivided, whether one phase or multiple phases, shall be submitted for review and approval in the manner required by Article 13 of the City of DeLand Land Development

1 Regulations, Ordinance No. 2013-11, as amended.

2

3 E. Unified Ownership. The applicant or its successors shall maintain unified
4 ownership of the Property until after issuance of the final subdivision plat. The applicant or
5 its successors are entitled to develop the Property in multiple phases, and the applicant or
6 its successors shall be entitled to convey ownership of any portion of the Property which is
7 subject to a final subdivision plat, but must maintain unified ownership of any portion of the
8 Property which is not subject to a final subdivision plat.

9

10 F. Phases of Development. Development of the Property can be accomplished
11 in four phases and the general boundaries of the specific phases are depicted on the
12 Planned Development Plan, with required easements for development and infrastructure
13 servicing the phases, including shared facilities such as stormwater systems and internal
14 driveways, being constructed as required for each phase. Individual phases may be
15 developed and constructed simultaneously and/or in any order, however, and final
16 subdivision plats shall be required for each phase. The projected phasing of the
17 development is as follows:

PHASE	50'	60'	TOWN HOME	TOTAL	PHASE AREA (AC)	DENSITY
Phase 1	66	40	0	106	62.35	1.70
Phase 2	85	0	118	203	45.04	4.51
Phase 3	104	55	0	159	44.33	3.59
Phase 4	75	0	0	75	32.18	2.33

TOTALS	330	95	118	543	183.90	2.95
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G. Land Uses Within the PD. The development of the Property shall be consistent with the uses prescribed for each area within the proposed Trinity Gardens PD. The location and size of said land use areas are shown on the Development Plan Map, Exhibit "B". The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:

Permitted Uses within Residential Areas:

1. Single-Family Residences:

Single-family dwellings, except mobile homes.

Family day care home.

Mini and neighborhood parks.

Community uses including but not limited to clubhouse, cabana, dog park, community garden, and bicycle facilities.

2. Townhome Residences:

Two-family dwellings and duplexes.

Multiple-family dwellings and duplexes.

Family day care home.

Mini and neighborhood parks.

Community uses including but not limited to clubhouse, cabana, dog park, community garden, and bicycle facilities.

H. Development Standards. All development for the property shall rely upon the standards set forth below for each phase of development as identified on the Planned

1 Development Plan. The maximum number of units permitted for all Phases shall not
2 exceed 543.

3

4 1. Single-Family Residences:

5 a. Maximum unit count of Single-Family Residences: 425

	50' Lots	60' Lots
1. Minimum lot area:	5,750 sq. ft.	6,900 sq. ft.
2. Minimum lot width:	50 ft.	60 ft.
3. Minimum lot length:	115 ft.	115 ft.
4. Minimum building setbacks:		
a. Front yard to garage face/door:	25 ft.	25 ft.
b. Front yard to structure:	15 ft.	15 ft.
c. Rear yard:	20 ft.	20 ft.
d. Rear yard screen enclosure	5 ft.	5 ft.
e. Side yard screen enclosure	5 ft.	5 ft.
f. Side yard:	5 ft.	5 ft.
g. Side street:	15 ft.	15 ft.
h. Waterfront rear yard:	NA	NA
i. Side setback for pools and accessory structures	5 ft.	5 ft.
j. Rear setback for pools and accessory structures	5 ft.	5 ft.
5. Minimum floor area:	1300 sq ft	1300 sq ft
6. Maximum lot coverage:	65%	65%
7. Maximum building height:	35 ft.	35 ft.

Maximum number of lots:	330	95
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2. Townhomes:

- a) Minimum Lot Area of 2,400 sq. ft.
- b) Minimum Lot Width of 24 feet
- c) Minimum Lot Depth of 100 feet
- d) Minimum Individual Unit Size of 750 sq. ft.
- e) Maximum Building Height of 35 ft.
- f) Maximum Unit Count Per Building: 6 units
- g) Minimum Spacing Between Townhome Buildings: 20 feet
- h) Minimum Setbacks:
 - i. Internal Side 0 ft.
 - ii. End Unit Building Side 10 ft.
 - iii. Front 25 ft.
 - iv. Rear 20 ft.
 - v. Street Side 15 ft.
 - vi. Accessory Structure 5 ft.
- i) Specialty Setbacks
 - i. Air Conditioning/Heating Units (Rear of Unit): 5 ft.
 - ii. Patio (Rear of Unit): 5 ft.
 - iii. Generators/Other Mech. Equip. (Rear of Unit): 5 ft.
 - iv. Eaves: 5 ft.
- j) Maximum Impervious Surface Area: 75%
- k) Maximum Townhouse Unit Count: 118 units

1 3. Accessory Structures. Unless otherwise stated herein, all accessory
2 structures shall meet the development standards of Section 33-28 of the
3 Land Development Regulations Ordinance No. 2013-11, as amended.

4 4. Parking Standards

5 a. Single-family Residences:

6 1. Off-Street Parking: Each parcel shall be designed to
7 accommodate no less than two (2) parking spaces via use of on-parcel
8 driveway and two (2) spaces in an internal garage. All driveway parking
9 spaces shall be a minimum of nine (9) feet wide by twenty (20) feet long (per
10 each vehicle).

11 2. On-Street Parking: In order to accommodate visitors and any
12 demand for parking beyond 4 spaces per residential lot, on-street parking, as
13 illustrated on Exhibit "B", shall be provided in various locations within the
14 Property. No less than 301 on-street parking spaces shall be provided. On
15 street parallel parking is 8.5 feet by 22 feet measured to back of drop curb
16 (minimum eight feet (8') of asphalt and up to one half foot (0.5') of drop
17 curb). Perpendicular parking spaces are sized at 9 feet by 20 feet. Cross
18 sections of the roadway illustrating typical design for parking on one or both
19 sides of the street are included in Exhibit "B".

20 b. Townhomes

21 1. Each parcel shall be designed to accommodate no less than
22 two (2) parking spaces via use of on-parcel driveway and two (2) spaces in
23 an internal garage. All driveway parking spaces shall be a minimum of nine
24 (9) feet wide by twenty (20) feet long (per each vehicle). Designated parking
25 areas within the Property shall be provided for guest and overflow parking as

shown on the Planned Development Plan.

5. Signage: Signage for the subdivision shall be provided per the Land Development Regulations. Monument signs identifying the subdivision shall be placed at the entrances along E. Beresford Ave., Dr. Martin Luther King, Jr. Beltway and S. Blue Lake Ave. The primary access point shall be the Dr. Martin Luther King, Jr. Beltway entrance.

6. Open Space. Open space and/or common area shall meet the requirements of the Land Development Regulations Ordinance No. 2013-11, as amended.

7. Design. The City shall encourage a mixture of design facades within the single-family home phases of the development, and the Developer shall avoid a repeating sequence of designs and shall not utilize the same design on lots within 3 single-family lots of each other on the same side of the street. The property owners' association shall ensure that an individual lot owner seeking building permits shall demonstrate compliance with this Section as part of the construction permit submittal for a lot.

8. Model Homes and Temporary Sales Offices. The Developer may designate and construct up to eight (8) lots as model homes and two (2) lots as temporary sales offices for each phase of development identified on the Planned Development Plan. Construction of a model home and/or temporary sales office for a particular phase may commence in conjunction with the construction of infrastructure improvements for said phase, however, a final certificate of occupancy for said model home and/or temporary sales office shall not be issued until final plat approval for said phase and acceptance of the roadways, utility lines and all site infrastructure by the City of DeLand.

9. Compliance. In the event that future development cannot comply with the standards set forth herein, then said entitlements shall be processed through an amendment to this Development Agreement.

1
2 I. Environmental Considerations. The development shall comply with the
3 requirements for preservation of environmental resources as set forth in the Land
4 Development Regulations Ordinance No. 2013-11, as amended. This includes compliance
5 with the Land Development Regulations regarding analysis, preservation, and mitigation for
6 historic trees. Tree Protection Areas preserving a minimum of 15% of the Property,
7 excluding the existing on-site electric transmission easements, shall be required and
8 maintained generally as shown on the Development Plan Map. Tree Protection Areas are
9 proposed as shown on the Development Plan Map and may be modified based upon an
10 updated tree survey so long as the minimum 15% of net developable areas is preserved
11 and the ultimate configuration is finalized at through the preliminary plat approval process.
12 Nothing shall prevent the grading of Tree Protection Areas prior to creation of said areas,
13 but any portion of the property with grading shall require replanting as provided for in the
14 Land Development Regulations.

15 The development has been laid out in a manner to best accommodate the existing
16 topography, drainage, and known environmental conditions identified on the property.
17 However, the actual location and layout of the developed areas within the development
18 shall be determined during subdivision review and may be modified based on
19 environmental conditions. In addition, all landscaping, including buffers, shall
20 predominantly utilize Florida-Friendly Landscaping, as defined by the University of
21 Florida/Institute of Food and Agricultural Sciences ("UF/IFAS") Center for Landscape
22 Conservation and Ecology, native, or low-water plant material.

23 Due to the presence of pre-existing utility easements running through the property,
24 portions of the proposed Tree Protection Areas are segmented or otherwise divided by said
25 easements so that typical widths cannot be accommodated. To accommodate and work

1 around the easement areas while preserving Tree Protection Areas, the development may
2 reduce a particular Tree Protection Area's minimum width to 20 feet when the total areas of
3 said TPA is at least 4600 square feet and adequate space is available for replacement
4 trees to be planted within said TPA without conflict with the easement area. Moreover,
5 portions of Tree Protection Areas may be less than 30 feet in width when contiguous to
6 larger Tree Protection Areas that are 30 feet in width or greater. These text provisions are
7 meant to accommodate the Tree Protection Areas shown on the Development Plan Map
8 and running east/west and north/south throughout the project without conflicting with said
9 utility easements. Additional provisions regarding tree mitigation are as follows:

10 1. The City shall grant mitigation credit for Live Oak trees measuring 2" DBH to
11 5" DBH and maintained in TPAs. If said provision regarding 2"-5" Live Oak trees within the
12 TPAs is utilized, the City will require an additional conservation easement to prevent the
13 future removal of said trees as the default provisions of the Land Development Code only
14 protects trees 6" DBH or larger. Credit for preservation of these 2"-5" Live Oak trees shall
15 be based on an actual tree survey rather than a statistical analysis.

16 2. Due to the City's recognition that Laurel Oaks 20" DBH and larger are nearing
17 the end of their lifespan, any Laurel Oak 20" DBH and larger removed from the Property
18 during development will require reduced replacement of one 3" caliper canopy tree for each
19 Laurel Oak removed.

20 3. Street trees may be planted within the rights of way within the Property and
21 said trees may be included in mitigation calculations. However, the homeowners'
22 association shall be responsible for the maintenance of all trees planted in the public right-
23 of-way, including the responsibility to repair any and all impacts upon the right of way
24 infrastructure created by the presence of said trees, including any road or sidewalk
25 facilities.

1 4. A tree survey is required as part of the review process for the project, to be
2 completed prior to site-plan approval. The survey shall be conducted based on the
3 following standards:

4 a. The Applicant shall survey all trees to be located in Tree Preservation
5 Areas or otherwise used as mitigation. Once the boundaries of the Tree Preservation
6 Areas are established, an arborist and surveyor may utilize Geopointe mapping of similar
7 software to locate and identify said trees within the Tree Preservation Areas.

8 b. The Applicant shall survey all specimen and historic trees.

9 c. For non-specimen or non-historic trees, the Applicant will engage an
10 arborist to identify statistically significant sample area(s). Sample areas are to be identified
11 based upon cover types of species. The sample area for each cover type must have an
12 area that is at least 10 percent of its total area and may not be less than one acre in size.
13 The Applicant's arborist shall provide the City Forester with the proposed sample areas for
14 review, comment and approval. The proportionate area of each statistically significant
15 sample area will be calculated as a percentage of the overall property area.

16 d. Upon approval of the statistically significant sample areas by the City
17 Forester, the Applicant will cause all trees in excess of 6 inches DBH to be identified and
18 surveyed in the selected sample area.

19 e. The tree density determined by the survey of the sample area(s) will
20 be used to determine tree replacement or mitigation requirements. The tree mitigation
21 requirements will be weighted based on the proportionate area represented by each
22 sample area.

23 5. Tree replacement and tree mitigation may be provided on a phase by phase
24 basis so long as there is no clearing in any phase for which tree replacement and
25 mitigation is not being contemporaneously provided. All tree mitigation required for any

particular phase shall be determined and approved by the City Forester based upon landscape plans submitted by the Applicant and approved by the City Forester. With the exception of required street trees, all tree mitigation required for any particular phase, based upon the approved landscape plan, shall be installed prior to the issuance of certificate of occupancy for a home in that phase. Street tree installation, based upon the approved landscape plan, shall be required on a lot-by-lot basis and must be planted prior to the issuance of a certificate of occupancy for that particular lot.

J. Sewage Disposal, Potable Water and Reclaimed Water. Provision for sewage disposal, potable and reclaimed water needs of the PD will be provided in accordance with the Comprehensive Plan, Ordinance No. 1990-04, as amended, the Land Development Regulations Ordinance No. 2013-11, as amended, and State of Florida Administrative Code 64E-6.

K. Stormwater Drainage. Provision for stormwater retention shall be in accordance with the Land Development Regulations Ordinance No. 2013-11, as amended. All stormwater retention systems will be designed to meet all required governmental regulations.

L. Access and Transportation System Improvements. All access and transportation system improvements shall be provided in accordance with the Land Development Regulations, Ordinance No. 2013-11, as amended. The parcel shall be developed in substantial accordance with the following access and transportation system improvements:

1. Access. Access to the site will be from Dr. Martin Luther King Jr. Beltway. Additional connections from E. Beresford Avenue and S. Blue Lake Avenue are

1 also provided. The Planned Development Plan indicates the anticipated connection
2 locations; however, the final locations may vary due to final engineering design and
3 permitting considerations.

4 2. Transportation System Improvements. Transportation system
5 improvements will be provided as required by permitting agencies and as needed
6 according to the Traffic Impact Analysis (TIA) for the project.

7
8 M. Internal Roadways.

9 1. All rights-of-way will be a minimum of fifty (50) feet wide and any
10 rights-of-way with on-street parking will be a minimum of fifty-two (52) feet
11 wide.

12 2. All internal roads will be dedicated to the city.

13 3. The maintenance of on-street parking spaces and decorative features
14 located within the dedicated ROW (i.e. bridge adjacent to central amenity
15 center) shall not be the responsibility of the City of DeLand.

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

22 As stated above, the City shall encourage a mixture of design facades within the
23 development, and the Applicant shall avoid a repeating sequence of designs and shall not
24 utilize the same design on lots within 3 single-family lots of each other on the same side of
25 the street. The homeowners' association shall ensure that an individual lot owner seeking

1 building permits shall demonstrate compliance with this Section as part of the construction
2 permit submittal for the lot.

3 With respect to the enforcement of said agreements, covenants, easements or
4 restrictions entered into between the Applicant and the owners or occupiers of property
5 within the Trinity Gardens PD, the City of DeLand shall only enforce the provisions of the
6 "Development Agreement" and City of DeLand Land Development Regulations Ordinance
7 No. 2013-11, as amended, whichever is applicable, and not the private agreements
8 entered into between the aforementioned parties.

9
10 O. Enhanced Development Conditions: Notwithstanding anything contained
11 herein to the contrary, the following enhanced development conditions shall be applicable
12 to the project.

13 1. Amenity Features.

14 a. Trail Network: A trail network shall be constructed throughout the
15 Property consisting of 8 ft mulch trails, 4 ft mulch trails and 8 ft asphalt
16 trails as depicted on Exhibit "B". Trail segments shall be constructed
17 concurrent with the construction of the infrastructure provided for the
18 particular phase in which the trail segment is located. Trailhead
19 signage and distance markers shall be provided at various locations
20 along the trail. The trail network shall be maintained by the
21 homeowner's association.

22 b. Multimodal Trail Segment: A 12 ft wide asphalt multimodal trail,
23 approximately 4,500 feet in length running from Dr. Martin Luther
24 King, Jr. Blvd to S. Blue Lake Avenue, shall be constructed along the
25 Property's southern boundary, adjacent to the Beresford Avenue

1 right-of-way and shall be dedicated to the City of DeLand and open to
2 the general public. Construction of the Multimodal Trail Segment
3 shall be coordinated to occur during construction of the Beresford
4 Avenue extension.

5 c. Amenity Tracts: Amenity Tracts are identified on Exhibit "B" and shall
6 be constructed concurrent with the development of the Phase within
7 which it is located. Amenity Tracts shall be owned and maintained by
8 the homeowner's association and shall be reserved for the use of the
9 residents of the community.

10 i. Phase 1 Amenity Tract. A passive, open space park shall be
11 provided in the southeast corner of Phase 1.

12 ii. Phase 2 Amenity Tract. Phase 2 shall consist of the primary
13 amenity center, which shall include a pool facility (with zero
14 degree entry, a lap segment and child splash area), fire pit,
15 gazebo and bathroom facilities.

16 iii. Phase 3 Amenity Tracts. Phase 3 shall consist of three
17 amenity tracts. Outdoor exercise stations shall be provided in
18 the northwest portion of the Property. A dog park, with
19 segregated fencing for small and large dogs, shall be provided
20 near the southern boundary of Phase 3. A playground facility
21 shall be provided near the Property entrance at Blue Lake.

22 d. Community Park. Phase 4 shall provide a community park at the
23 southwestern corner of the property. The majority of the park will be
24 kept in a natural state, with limited underbrush clearing of trees under
25 6 inches in diameter and the inclusion of the 4 ft mulch trail. A central

pavilion shall be constructed in the center of the park and bicycle service station shall be provided near the parking area at the eastern edge of the park. The community park will be owned and maintained by the homeowner's association, but the intent is for the park to be able to service outside pedestrians and cyclists using the multimodal trail segment.

e. LID – Low Impact Development. The following Low Impact Development elements shall be provided:

i. Swales. Swales shall be provided in several locations to provide stormwater retention prior to entering stormwater ponds. The swales will also act as an amenity with Florida friendly plants that require no fertilizers or irrigation and rocks to help control erosion.

ii. Retention Basins. Retention basins will be added to provide stormwater treatment prior to entering select natural wetlands.

iii. Natural Wetlands. Select wetlands that are fully within the project boundary will be preserved and utilized for stormwater attenuation. Stormwater entering these wetlands will be treated in retention basins prior to entering wetlands. Preserving the natural vegetation of the wetlands will also help to further filter the water.

iv. Vegetated Natural Buffers (VNBs). Where feasible, home lots backing up to stormwater systems or wetlands will incorporate VNBs. VNBs will have vegetation suitable for sediment removal along with nutrient uptake. VNBs will act as a pre-filter

1 prior to entering stormwater ponds, wetlands, or other retention
2 systems.

3 v. Pervious Pavement/Pavers. Pervious pavers will be added to
4 select parking areas near the community pool amenity. The
5 pervious paver section will provide stormwater retention prior to
6 entering the stormwater pond.

7 vi. Maintenance Requirements. Unless specifically dedicated to
8 the City of DeLand, the maintenance of Low Impact Design
9 Elements shall not be the responsibility of the City of DeLand.

10 f. Trinity Gardens Community Tree Enhancement. Each single family
11 lot shall have three (3) new trees that are each at least 2 inches DBH
12 planted on the lot prior to the issuance of a certificate of occupancy.
13 Since the City is without authority under state law to preclude the
14 removal of said trees from the individual lots, these trees shall not
15 count toward minimum tree coverage, tree preservation requirements
16 nor tree mitigation offsets. Similarly, as the trees cannot count toward
17 these preservation off-sets, the species of tree and planting location is
18 left to the discretion of the homebuilder. The intent of this Community
19 Tree Enhancement requirement is to encourage individual
20 homeowners to contribute to shade and beautification efforts on a lot-
21 by-by basis, above and beyond what is required under the City's
22 subdivision requirements.

23 g. Perimeter Landscape Buffer Minimum. A landscape buffer, no less
24 than 30 feet wide, shall be provided around the perimeter of the
25 Property. Specific dimensional callouts are provided within the

1 Conceptual Plan. Specific accommodations can be made to provide
2 for supplemental screening utilizing a 6 ft vinyl fence along the SE
3 corner of the property due to the presence of the utility easement
4 between the Beresford Avenue right of way and the rear of the
5 residential lots.

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8 P. On-Site Burning of Cleared Vegetation Prohibited: Vegetation and other
9 biomass cleared from the Property during development may not be incinerated on-site.

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11 Q. INTENTIONALLY DELETED

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13 R. Reverter Provision: The terms of this Development Agreement shall be
14 vested upon issuance of a final subdivision plat for the first phase of the development,
15 which shall occur within five (5) years from the effective date of this ordinance. If not
16 vested, the City Commission may rezone the property as may be necessary or appropriate
17 to protect adjoining properties or the public health, safety, and welfare, unless the City
18 Commission, for good cause shown, shall extend the time period indicated in this
19 paragraph.

20
21 S. Binding Effect of Plans; Recording; and Effective Date. The Planned
22 Development Plan, including any and all amendments shall bind and inure to the benefit of
23 the Applicant and his successor in title or interest. The Trinity Gardens PD zoning,
24 provisions of the "Development Agreement," and all approved plans shall run with the land
25 and shall be administered in a manner consistent with Article 12 of the City of DeLand

1 Land Development Regulations Ordinance No. 2013-11, as amended.

2 This Ordinance and all subsequent amendments shall be filed with the Clerk of the
3 Court and recorded within forty-five (45) days following execution of the document by the
4 City Commission, in the Official Records of Volusia County, Florida. One copy of the
5 document, bearing the book and page number of the Official Record in which the
6 document was recorded, shall be submitted to the Planning Department for placement in
7 the public file. The date of recording of this document shall constitute the effective date of
8 the Trinity Gardens PD or its subsequent amendments. The applicant shall pay all filing
9 costs for recording documents.

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11 REMAINDER OF PAGE INTENTIONALLY BLANK
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DONE and ORDERED by the City Commission, City of DeLand, Florida, this ____
day of _____, 20____.

ATTEST:

City Commission of DeLand Florida

Michael P. Pleus
City Manager

Robert F. Apgar
Mayor

STATE OF FLORIDA

CITY OF DELAND

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20____, by Michael P. Pleus and Robert F. Apgar, as City Manager and Mayor of the City of DeLand, respectively, on behalf of the City of DeLand, and who are personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

Commission No.: _____

My Commission Expires:_____

1 WITNESSES:

APPLICANT

2 **HANOVER LAND COMPANY, LLC**

3 a Florida limited liability company

4
5
6
7 By: _____
8 ANDREW J. OROSZ, Vice President

9
10 _____
11 Printed Name

12
13 _____
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16 _____
17 Printed Name

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19
20 STATE OF _____
21 COUNTY OF _____
22

23 The foregoing instrument was acknowledged before me by means of ☐ physical presence
24 or ☐ online notarization this ____ day of _____, 20____, by ANDREW J.
25 OROSZ, as Vice President of HANOVER LAND COMPANY, LLC, who is personally known
26 to me or who has produced _____ as identification.

27
28 NOTARY PUBLIC, STATE OF FLORIDA

29 Type or Print Name:

30 _____
31 Commission No.: _____

32 My Commission Expires: _____
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1 WITNESSES:

OWNER:

Stewart Family Properties, LLC

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By: _____

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10 _____
Printed Name

Name: _____

11
12 _____

By: _____

13
14
15
16 _____
Printed Name

Name: _____

17
18
19 STATE OF FLORIDA
20 COUNTY OF _____

21
22 The foregoing instrument was acknowledged before me by means of ☐ physical presence
23 or ☐ online notarization this ____ day of _____, 20____, by _____
24 & _____, of Stewart Family Properties, LLC, who are _____
25 personally known to me or _____ who has produced _____ as identification.
26

27 NOTARY PUBLIC, STATE OF FLORIDA

28 Type or Print Name:

29 _____
30 Commission No.: _____

31 My Commission Expires: _____
32

1 WITNESSES:

OWNER:

CENTRAL FLORIDA INVESTMENT CO, LLC,
a Florida limited liability company

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7 _____

By: _____

8
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10 _____
11 Printed Name

Print Name: _____

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13 _____
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17 Printed Name

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20 STATE OF FLORIDA

21 COUNTY OF _____
22

23 The foregoing instrument was acknowledged before me by means of ☐ physical presence
24 or ☐ online notarization this ____ day of _____, 20____, by _____,
25 _____ of CENTRAL FLORIDA INVESTMENT CO, LLC, who is _____
26 personally known to me or _____ who has produced _____ as identification.
27

28 NOTARY PUBLIC, STATE OF FLORIDA

29 Type or Print Name:

30 _____
31 Commission No.: _____

32 My Commission Expires: _____
33

1 WITNESSES:

OWNER:

CMM INVESTMENTS, LLC,
a Florida limited liability company

7 By: _____

9 Print Name: _____

10
11 Printed Name

16
17 Printed Name

20 STATE OF FLORIDA

21 COUNTY OF _____

23 The foregoing instrument was acknowledged before me by means of ☐ physical presence
24 or ☐ online notarization this ____ day of _____, 20____, by _____,
25 _____ of CMM INVESTMENTS, LLC, who is _____ personally known to me or
26 _____ who has produced _____ as identification.

28 NOTARY PUBLIC, STATE OF FLORIDA

29 Type or Print Name:

31 Commission No.: _____

32 My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

The North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, also the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, less and except the Northeast $\frac{1}{4}$ thereof, also the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, less 200 foot Road Right of Way for the West Volusia Beltline and less that portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, lying East of the 200 foot West Volusia Beltline Road Right of Way, and less the Volusia County Water Retention Area and the Florida Power Company Substation Site and Access Parcel, all lying and being in Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

PARCEL 2:

The South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, and the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

PARCEL 3:

The North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

PARCEL 4:

The South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 14, Township 17 South, Range 30 East, Volusia County, Florida, less that portion deeded to the City of DeLand in Special Warranty Deed recorded May 4, 2020 in Official Records Book 7848, Page 2721, Public Records of Volusia County, Florida.

PARCEL 5:

The South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 14, Township 17 South, Range 30 East, Volusia County, Florida, less Road Right of Way and less that portion deeded to the City of DeLand in Special Warranty Deed recorded May 4, 2020 in Official Records Book 7848, Page 2721, Public Records of Volusia County, Florida.

CONTAINING: 183.922 acres, more or less.

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EXHIBIT "B"
PLANNED DEVELOPMENT PLAN

EXHIBIT "A"

LEGAL DESCRIPTION

TRINITY GARDENS

That part of Section 14, Township 17 South, Range 30 East, Volusia County, Florida being more particularly described as follows:

COMMENCE at the Northwest corner of the Southwest 1/4 of Section 14, Township 17 South, Range 30 East, Volusia County, Florida thence N88°26'03"E 1327.92 feet along the North boundary of said Southwest 1/4 to the Northwest corner of the Northeast 1/4 of said Southwest 1/4 for the POINT OF BEGINNING; thence continue N88°26'03"E 663.96 feet along said North boundary to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Southwest 1/4; thence S00°57'39"E 654.17 feet along the East boundary of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 to the Southeast corner of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4; thence N88°39'25"E 663.56 feet along the North boundary of the Southeast 1/4 of the Northeast 1/4 of said Southwest 1/4 to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Southwest 1/4; thence N88°42'33"E 667.07 feet along the North boundary of the Southwest 1/4 of the Northwest 1/4 of said Southeast 1/4 of said Section 14 to the Southwest corner of the Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4; thence N00°56'00"W 659.89 feet along the West boundary of said Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4 to the Northwest corner of said Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4; thence N88°26'21"E 667.04 feet along the North boundary of the Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4 to the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4; thence S00°56'16"E 1326.08 feet along the East boundary of the Northwest 1/4 of said Southeast 1/4 to the Southeast corner of the Northwest 1/4 of said Southeast 1/4; thence N88°58'45"E 592.01 feet along the North boundary of the Southeast 1/4 of the Southeast 1/4 of said Section 14 to a point on the West right of way line of the West Volusia Beltline (Kepler Road) as described and recorded in Official Records Book 7707, Page 4683 of the Public Records of Volusia County, Florida, said point being the beginning of a non-tangent curve concave Westerly and having a radius of 3900.00 feet a chord bearing of S00°42'48"E and a chord distance of 67.02 feet; thence run Southerly 67.02 feet along the arc of said curve

EXHIBIT "A"

and said right of way line through a central angle of 00°59'05" to the end of said curve; thence S00°13'16"E 893.07 feet along said right of way line to the Northeast corner of that certain parcel of land described and recorded in Official Records Book 3897, Page 2485 of the Public Records of Volusia County, Florida; thence along the North, West and South boundary of said parcel of land the following 3 courses and distances; S89°46'43"W 300.00 feet; thence S00°13'16"E 307.91 feet; thence N89°31'01"E 300.00 feet to a point on the aforesaid West right of way line; thence S00°13'16"E 64.56 feet along said right of way line; thence S00°14'26"E 0.44 feet along said right of way line to a point on the South boundary of said Southeast 1/4 of Section 14; thence S89°31'09"W 1694.41 feet along said South boundary to the Southeast corner of that certain parcel of land described and recorded in Official Records Book 4317, Page 2773 of the Public Records of Volusia County, Florida; thence along the East, North and West boundary of said parcel of land the following 7 courses and distances; thence N00°54'31"W 373.75 feet; thence N89°05'29"E 107.50 feet; thence N00°54'31"W 335.00 feet; thence S89°05'29"W 290.00 feet; thence S00°54'31"E 335.00 feet; thence N89°05'29"E 107.50 feet; thence S00°54'31"E 373.19 feet to a point on the aforesaid South boundary of the Southeast 1/4; thence S89°31'09"W 141.01 feet to the Southwest corner of said Southeast 1/4, said point being the beginning of a non-tangent curve concave Northerly and having a radius of 1275.00 feet a chord bearing of N85°49'00"W and a chord distance of 207.32 feet; thence run 207.55 feet Westerly along the arc of said curve through a central angle of 09°19'36" to the end of said curve; thence N81°09'12"W 637.04 feet to the beginning of a non-tangent curve concave Westerly and having a radius of 3050.00 feet a chord bearing of N85°54'54"W and a chord distance of 506.38 feet; thence run Westerly 506.97 feet along the arc of said curve and said right of way line through a central angle of 09°31'25" to the end of said curve; thence S89°19'34"W 1211.37 feet to a point on the East right of way line of Blue Lake Avenue; thence N01°03'38"W 481.81 feet along said right of way line to a point on the South boundary of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said section 14; thence S89°06'10"W 100.00 feet along said right of way line and said South boundary to the Southwest corner of said North 1/2 of the Southwest 1/4 of the Southwest 1/4; thence N01°03'38"W 646.42 feet along said right of way line and the West boundary of said North 1/2 of the Southwest 1/4 of the Southwest 1/4 to the Northwest corner of said

EXHIBIT "A"

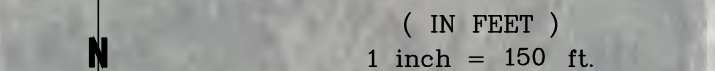
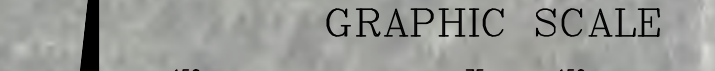
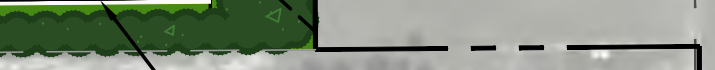
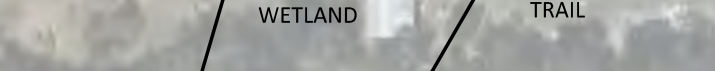
Southwest 1/4 of the Southwest 1/4; thence N88°52'47"E 1326.35 feet along the North boundary of the Southwest 1/4 of the Southwest 1/4 to the Southwest corner of the Northeast 1/4 of the of the Southwest 1/4 of said Section 14; thence N00°59'38"W 1303.17 feet along the West boundary of the Northeast 1/4 of the of the Southwest 1/4 of said Section 14 to the Point of Beginning.

CONTAINING: 183.922 acres, more or less.

[illegible]

TOTAL TREE PROTECTION AREA PROVIDED	63.88	35
(INCLUDES WETLANDS & UPLAND BUFFER)		

PROVIDED:	
ON-LOT (EXCL. GARAGE)	1082 SPACES
STREET PARKING - DESIGNATED	301 SPACES
TOTAL PARKING PROVIDED	1383 SPACES

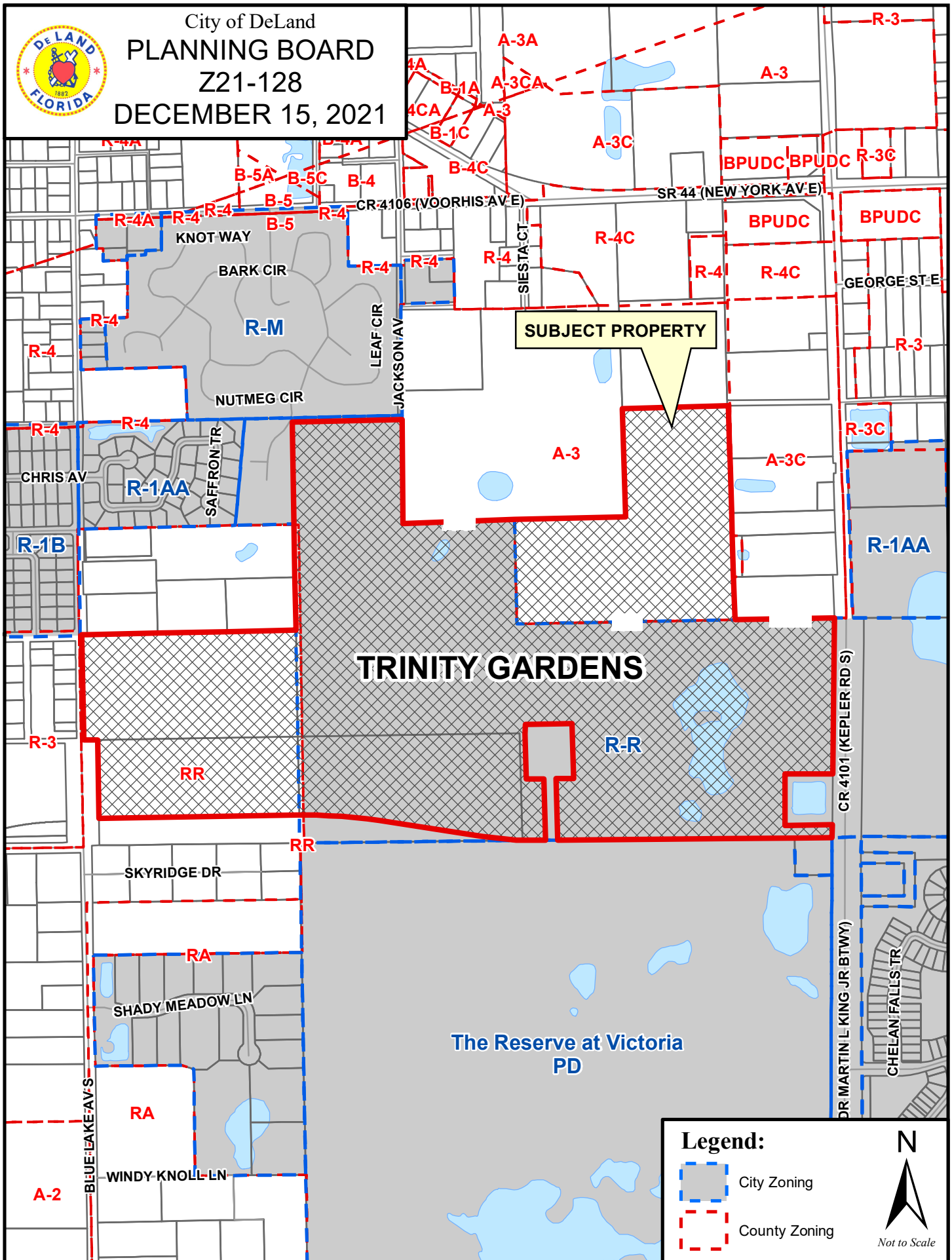
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TRINITY
GARDENS

DRAWN:	GPR
DESIGN:	SCF
CHECKED:	SCF
JOB NO.:	1503.000
DATE:	12/30/2021
SHEET 1 OF 3	

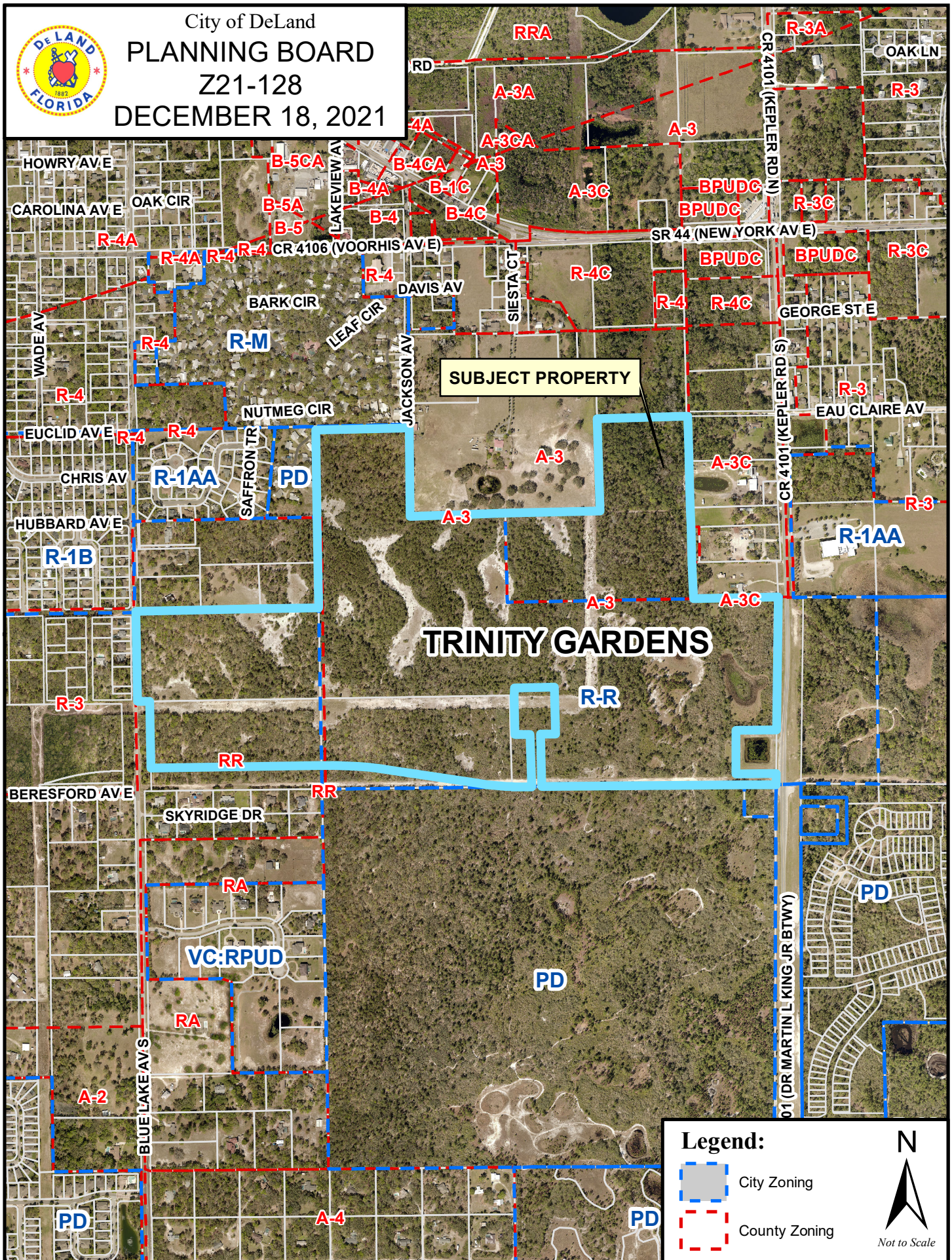


City of DeLand
PLANNING BOARD
Z21-128
DECEMBER 15, 2021





City of DeLand
PLANNING BOARD
Z21-128
DECEMBER 18, 2021



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

July 21, 2021

A. APPLICATION NO.: Z21-128 Trinity Gardens

APPLICANT: Michael Woods, Esq., Cobb Cole

REQUEST: The applicant is requesting to amend the zoning
From: City RR (Rural Residential)
Co: R-R (Rural Residential)
Co: A-3 (Transitional Agriculture)
To: Trinity Gardens PD

APPLICABLE ORDINANCES:

Article XII

ADMINISTRATION AND ENFORCEMENT

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

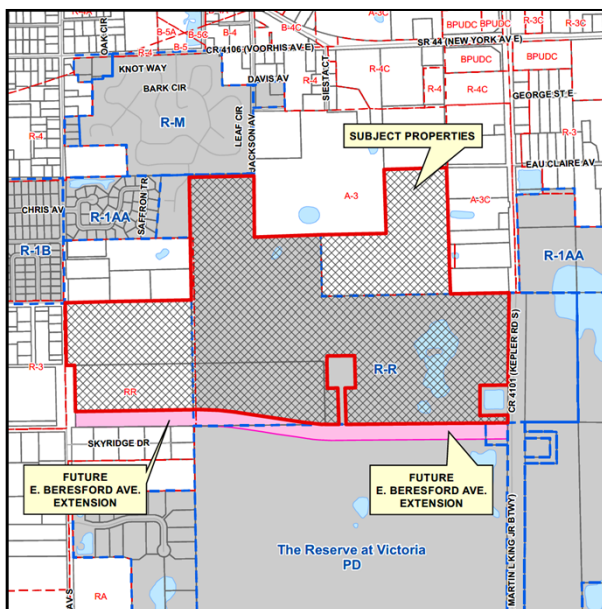
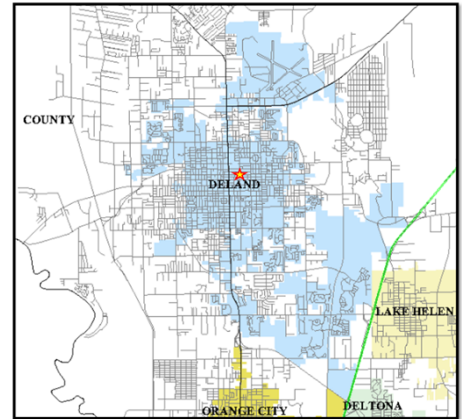
Location: 791 S. Blue Lake Ave.

Parcel Size: 183.92 ± acres (Density = 2.95 upa)

Existing Use: Vacant, undeveloped

B. ANALYSIS:

The site currently consists of 5 individual parcels that when taken together, will be used for the development of this project. The applicant will be requesting the properties be combined into one lot and wishes to have the property rezoned to a single designation of Trinity Gardens PD (Planned Development). The property is to be developed in a total of 4 phases and contain a total of 543 units which are comprised on 425 single-family and 118 townhouse units. The single-family homes will be divided into 330 – 50-foot and 95 – 60-foot lots.



Section 33-135 provides the following criteria, which the City Commission shall utilize in reviewing a rezoning request:

1. Is the proposed rezoning consistent with the Comprehensive Land Use Plan, the land use, zoning pattern and character of the surrounding area?

The Land use designations for this property are City of DeLand: Low Density Residential and County: Urban Low Intensity. They are similar in scope and both are areas established for low density residential dwelling units with a range of two-tenths (0.2) to four (4) dwelling units per acre.

The existing zoning designations are described as follows:

City of DeLand: RR Rural Residential

33-17.01. R-R—Rural Residential.

- (a) Statement of intent. The purpose and intent of this R-R Rural Residential District is to provide a gradual transition between agricultural and urban and single-family development plans.

Volusia County: A-3 Transitional Agriculture

This classification is to preserve and protect small farms for personal and limited agricultural production or to provide a transitional agricultural zone between more intensive agricultural use areas and residential areas. It is intended that this classification be applied to properties which are within a designated rural community, to preserve existing agricultural uses in urban areas as depicted by the comprehensive plan, or to properties so as to coincide with the existing character of an area in a manner consistent with the comprehensive plan. Single family standard or manufactured modular dwelling are permitted. Minimum 1 acre per lot; minimum 1,000 sq. ft. livable floor area.

Volusia County: RR Rural Residential

This classification is to provide for development in a manner which is consistent with the comprehensive plan in rural areas of the county. Single family standard or manufactured modular dwelling are permitted. Minimum 1 acre per lot; minimum 1,000 sq. ft. livable floor area.

The proposed zoning designation is generally described as follows:

Trinity Gardens PD – Planned Development

33-17.22. PD—Planned Development District.

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

A development agreement has been written to spell out the unique zoning requirements by which the development will be constructed. For the sake of comparison, the chart below lists some of the lot and building requirements of the existing and proposed zoning categories:

	R-R	A-3	PD	
			SF 50'/60'	TH
Min. lot area	40,000	1 acre	5750/6900	2400
Min width	100'		60'	24'
Setbacks:				
Front			25'	25'
Rear	40'		20'	20'
Side	15'		5'	15' b/w
Side - st.	40'		15'	15'
Min. Floor area	1200 s.f.	1000 s.f.	1300 s.f.	750 s.f.
Max lot coverage	30%		65%	75%
Max. bldg height	35'		35'	35'

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

Rezoning of the property will only amend the permitted uses of the property and not impact the environment or natural resources. The existing and proposed zoning categories are essentially identical. The property is currently vegetated, however, there are no significant environmental features to speak of. The site contains some wetlands and the plan appears to have removed lots and roads out of the them. _____

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

The property is currently vacant contributing marginally to the tax base. The rezoning action will permit residential uses that will have an impact upon the economy.

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

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

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

This property has been in a vacant undeveloped state and has not previously been developed. Surrounding property has transitional agricultural zoning indicating that at some point the area may have been in use for rural type activities such as farming. Over time the area has experienced development for residential purposes.

6. Was there a mistake in the original classification?

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

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

The proposed rezoning will permit the same uses that the existing zoning does. The planned development allows a measure of deviation from the existing zoning and the comparison of uses is as follows:

County RR & A-3 zoning permits single-family standard or manufactured modular dwellings

City R-R zoning permits Single family dwellings except mobile homes, bed and breakfast homestay, accessory only, family day care home, mini/neighborhood parks

The property is unused, except for the powerline that exists. Because the property is undeveloped, it likely does not contribute to the overall value of other residential properties in the area. Development of the property would probably cause a change in the taxable value of the surrounding properties.

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

City utilities are available for this property and new development is required to utilize the available water and water systems that are in place helping to maintain public health and the area is served by police and fire. The rezone request will not adversely impact health, safety or welfare. The property is located within the developed urban core and the property has been planned for residential land uses. The proposed rezoning designation establishes single-family and townhome uses as the permitted principal uses. This is consistent with the area and not anticipated to adversely impact the area in that regard.

C. CONCLUSION:

This rezoning request aligns with the pattern of development in the surrounding area. Although some properties maintain agricultural designations, such activities are little to none and the residential designations are such that they encourage larger lots while also permitting denser development.

D. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward to the City Commission a recommendation of approval for the rezoning request subject to addressing staff comments.

Summary of development:

- Property will be developed in 4 phases
- 543 total units = SF – 425 units, TH- 118 units
 - 330 – 50’
 - 95 – 60’
 - 118 – TH (phase 2)
- Uses – Single-family and Townhomes
- Parking –
 - SF - 4 (2 in+2 out) min
 - On-street – 301 spaces in various locations
 - TH - 4 (2 in+2 out) min
- Monument signs – E. Beresford, MLK, Blue Lake
- Mix of design facades, up to 8 model home/temporary sales lots per phase
- 15% TPA, pre-existing utility easement to accommodate TPA as noted in PD
- Live oak trees between 2-5 inches will be protected in the TPA and protected by a conservation easement. A tree survey shall be conducted rather than an analysis. Laurel oaks 20”+ have a replacement of 3” for each one removed. A statistical sample will be taken for all other trees.
- ROWs shall be 50 feet wide except where on-street parking = 52 feet wide
- A trail network of 8ft mulch and 4 ft mulch trails and 8 ft asphalt trails constructed concurrent with construction.
- A 4500 ft long, 12 ft wide multi-modal trail for use by the general public will be built from MLK to Blue Land to occur with construction of the Beresford Rd. extension. *(It needs to be verified who will construct the trail and which side of the street it is on)*
- Amenity tracts (parks) shall be reserved for use by the residents
- The project shall use several types of LID to maintain the environmental systems
- Tree enhancement is encouraged for individual lots.

CITY OF DELAND
Request for Commission Action
May 16, 2022

SUBJECT: Resolution Approving Special Exception for a 4COP Liquor License, Located At 148 West New York Avenue (Blind Pig Pub).

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: Resolution, Staff Report - SE22-056 , Zoning and Location Map, Aerial

APPROVED BY: Michael Pleus, City Manager, May 12, 2022

SUMMARY/HIGHLIGHT:

The applicant is seeking a Special Exception for a 4COP liquor license at the location of 148 West New York Avenue. It is currently a 2COP beer & wine bar. The approval from the city for zoning will allow The Blind Pig to then purchase a 4COP liquor license, increase the menu, sales, and hire additional staff.

The Planning Board, at their April 20, 2022 meeting, recommended that the request be approved.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Retention and expansion of existing businesses and sites.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the Special Exception.

BACKGROUND/DISCUSSION:

The subject property meets all the requirements of the special exception as stated under Sec. 33-18(17). of the Land Development Regulations. In the C-2A&H zoning district, establishments requiring licenses above Class 2 (beer & wine) require special exception approval—subject to a minimum separation of 300 ft. between similar uses. The surrounding uses have been reviewed, and it has been determined that there are no other similar uses within the required 300-ft. distance from this site. Café Da Vinci, the nearest bar, is 528' away from The Blind Pig.

Article II - Section 33-18 (17).

Special exceptions; Package store or bar, for all land uses require either a Department of Business and Professional Regulation "3 PS" liquor license (package sales) or "4 COP" liquor license (bars, lounges, etc.),

the following minimum separation requirements shall apply: C-2A—300 feet; BR, C-1, C-2, C-2AC, C-4 and M-1—500 feet.

RESOLUTION NO. 2022 –

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
APPROVING A SPECIAL EXCEPTION TO ALLOW FOR A 4COP LIQUOR
LICENSE, LOCATED AT 148 WEST NEW YORK AVENUE; AND PROVIDING
AN EFFECTIVE DATE.**

WHEREAS, the applicant, Sarah Hancock, has submitted a proper and complete application under Section 33-134 of the City of DeLand Code of Ordinances (hereinafter the “Code”) for a special exception to allow for a 4COP liquor license for its business located at 148 W. New York Avenue; and

WHEREAS, the applicant currently holds a 2COP (beer and wine bar) license for the subject property; and

WHEREAS, the City Commission finds that the proposed special exception is consistent with all elements of the Comprehensive Plan and Chapter 33 of the Code and is compatible with the predominant use of the surrounding property, and that it will not adversely affect the public interest, natural environment, natural resources or scenic beauty, nor cause excessive pollution, create a hazard or public nuisance, or be dangerous to individuals or the public.

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

Section 1. The City Commission hereby grants a special exception to allow for a 4COP liquor license, located at 148 West New York Avenue.

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

PASSED AND DULY ADOPTED this 16th day of May, 2022.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

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

April 20, 2022

- A. APPLICATION NO:** SE22-056
- B. APPLICANT:** Sarah Hancock (Owner/Applicant)
- ADDRESS:** 148 W New York AV, DeLand, FL 32720
- REQUEST:** Special Exception that will allow The Blind Pig, which is currently a 2COP beer & wine bar, to purchase a 4COP liquor license.



APPLICABLE ORDINANCE: Article II - Section 33-18 (17).Special exceptions; *Package store or bar, for all land uses requiring either a Department of Business and Professional Regulation "3 PS" liquor license (package sales) or "4 COP" liquor license (bars, lounges, etc.), the following minimum separation requirements shall apply: C-2A—300 feet; BR, C-1, C-2, C-2AC, C-4 and M-1—500 feet.*



C. SITE FACTORS:

Location: 148 W New York Ave.
Parcel ID: 701601030050
Parcel Size: +/- 1600 sq. ft.
Land Use: Downtown Commercial
Existing Zoning: C-2A&H Downtown Commercial & Historic
Existing Use: 2COP Bar

SURROUNDING USE: SURROUNDING ZONING:

North	Downtown Commercial	C-2A&H (Downtown Commercial & Historic)
South	Downtown Commercial	C-2A&H (Downtown Commercial & Historic)
East	Downtown Commercial	C-2A&H (Downtown Commercial & Historic)
West	Downtown Commercial	C-2A (Downtown Commercial)

D. ANALYSIS:

The applicant is seeking a Special Exception for a 4COP liquor license at the location of 148 West New York Avenue. It is currently a 2COP beer & wine bar. The approval from the city for zoning will allow The Blind Pig to then purchase a 4COP liquor license, increase the menu, sales, hired staff and hours of the business.

In the C-2A&H zoning district, establishments requiring licenses above Class 2 (beer & wine) require special exception approval—subject to a minimum separation of 300 ft. between similar uses. The surrounding uses have been reviewed, and it has been determined that there are no other similar uses within the required 300-ft. distance from this site. Café Da Vinci is 528’ away from The Blind Pig, which permits this use.

The intent of this review is for the board to determine if this use is acceptable at this location. This area is a downtown commercial neighborhood comprised of variety of business and municipal buildings.

E. CONCLUSION:

The applicant is seeking a special exception to allow implementation of a 4COP license for liquor sales (bars, lounges, etc.). They currently hold a 2COP license. (beer & wine)

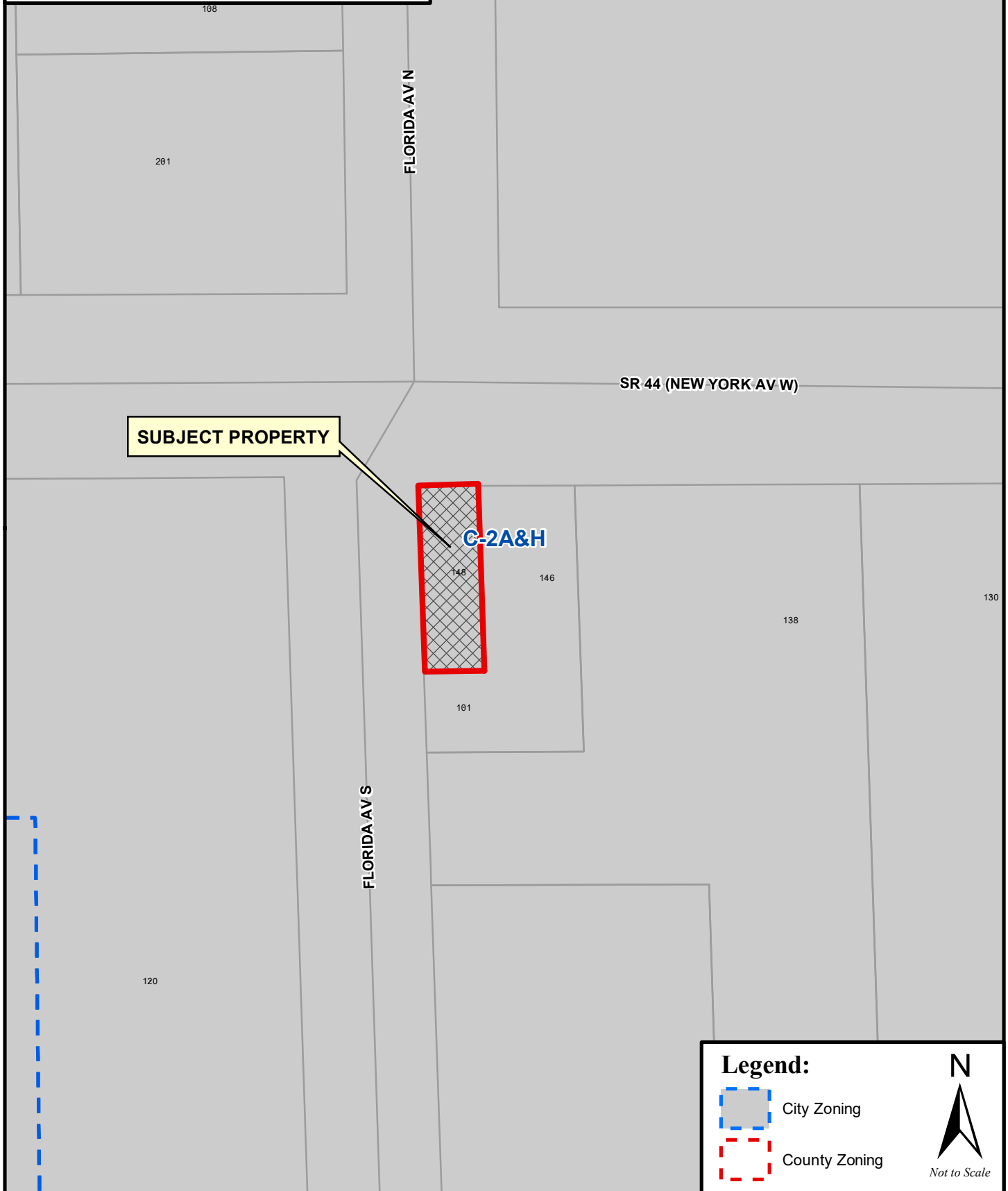
STAFF RECOMMENDATION:

Staff recommends the Planning Board forward the Special Exception to the City Commission with a recommendation of approval. (The City Commission will hold a public hearing on this item at their May 16, 2022 meeting.)

Staff recommends approval of the Special Exception.

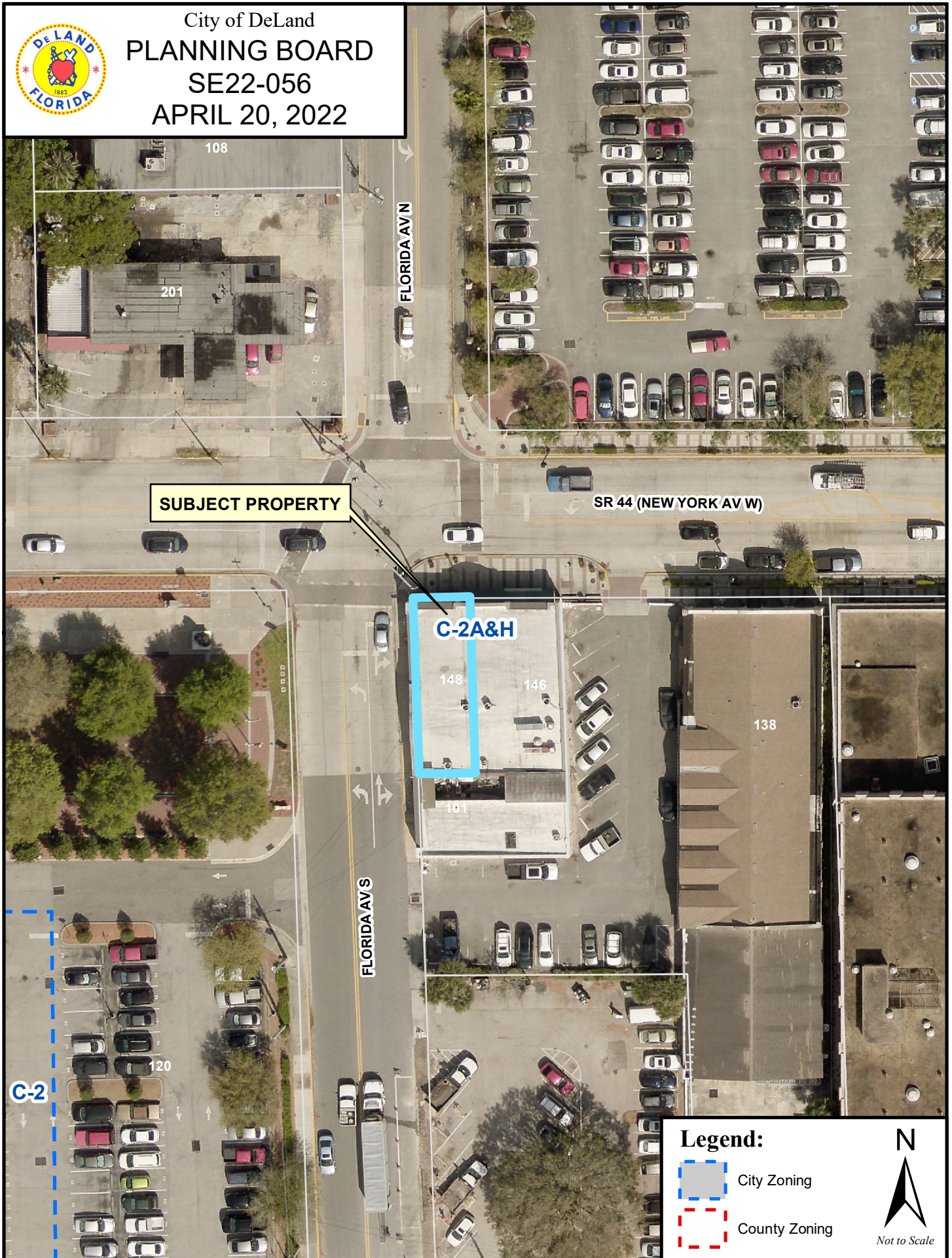


City of DeLand
PLANNING BOARD
SE22-056
APRIL 20, 2022





City of DeLand
PLANNING BOARD
SE22-056
APRIL 20, 2022



Legend:

-  City Zoning
-  County Zoning

