



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
JUNE 6, 2022 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Associate Pastor Jenny Vander Haeghen, The Nazarene Church DeLand

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Certificate of Recognition, Southwestern Middle School Girls Basketball.
2. Presentation re Books from the City Commission "Say Reading Counts" Book Drive.

CONSENT AGENDA

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

Presentation of budget amendment recognizing anticipated actual revenues and expenditures for FY 21-22.
2. Resolution Approving Amended Community Development Block Grant (CDBG) Budget for Fiscal Year 2022-2023.

The proposed CDBG Budget for Fiscal Year 2022-2023 will result in the expenditure of funds for the benefit of targeted areas of the City of DeLand upon approval of grant applications submitted to Volusia County.
3. Consideration re Gateway Grant for DeLand Church of the Nazarene, Located at 913 East New York Avenue.

The DeLand Church of Nazarene located at 913 East New York Avenue has requested a Gateway Grant in the amount of \$5,000 to replace a 48 square foot conforming sign with a 48 square foot electronic message center (EMC).
4. Resolution Approving Amendment # 1 to FDOT Public Transportation Grant Agreement FM 438416-1-94-01 for Hangars - Construction.

Staff recommends that the City Commission approve the attached resolution and authorize the Mayor/Commissioner to execute the agreement on behalf of the City.
5. Consideration re Utility Service Agreement for Caliber Collision Located at 1294 East International Speedway Boulevard.

Staff recommends that the City Commission approve the attached Utility Service Agreement for Caliber Collision.

6. Consideration re Change Order No. 2, 2021 Water Main Improvements.

Staff recommends that the City Commission approve Change Order No. 2 to approve installation of an additional water main on Hayden Street for the 2021 Water Mains project.

7. Consideration re Athletic Facilities Use Agreement with Volusia County School Board Pertaining to Use of City Athletic Facilities and the Use of the DeLand Middle School Gymnasium by the City.

Athletic Facilities Use Agreement between the City and the Volusia County School Board relating to the use of City athletic facilities and use of the DeLand Middle School gymnasium by the City.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

NEW BUSINESS

1. First Reading of Ordinance Annexing 6.73 Acres of Property Located on the East Side of South Blue Lake Avenue, South of Saffron Trail. (The Oaks).

The recommendation is for the City Commission to approve the requested annexation so that the subject property may be combined with The Oaks mobile home development to the north.

2. First Reading of Ordinance Changing the Land Use from Volusia County Urban Low Intensity to City of DeLand Urban Low Intensity for 6.73 Acres of Property Located on the East Side of South Blue Lake Avenue, South of Saffron Trail. (The Oaks).

This request is to amend the future land use from Volusia County Urban Low Intensity to City of DeLand Urban Low Intensity for 6.73 acres of property located on the east side of South Blue Lake Avenue, south of Saffron Trail.

3. First Reading of Ordinance Changing the Zoning from Volusia County RR (Rural Residential), City of DeLand R-M (Residential-Mobile Home) and City of DeLand The Oaks PD to The Oaks Community Expanded PD 2022 for 51.86 Acres of Property Located Generally at the Southeast Corner of Voorhis Avenue and South Blue Lake Avenue.

The subject property is a total of 51.86 acres. The development consists of five phases, 3 of which are already developed and will be combined into one Planned Development agreement.

4. Consideration re Melching Field Design-Build Contract.

Staff recommends that the City Commission approve to move forward and authorize execution of a contract to the Wharton Smith design team for Option #1 or Option #2 as detailed within this RCA and provide guidance on the future plans for Option #3. Based on the Commission's actions staff will bring forward at a subsequent meeting a budget amendment reflecting the Commission's preferences.

5. Request to Schedule Budget Workshops for FY 2023 for July 11 - 14, 2022 at 5:30 p.m., with Friday, July 15, 2022 Held as a Reserve date.

Request for the City Commission to formally schedule the Budget Workshops for FY 2023.

6. Consideration re Change of Meeting Date for Fourth of July Holiday.

Staff is recommending that the City Commission reschedule the July 4th Commission Meeting to Tuesday, July 5, 2022 because of the Fourth of July holiday.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY COMMISSION

ADJOURNMENT

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

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

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

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

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

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

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

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

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



The CITY OF DELAND
Volusia County, Florida

Certificate of Recognition

Presented to

***Saleigh Simpson
Gabrielle Lett
Denayah Pate
Shemia Patrick
Hailey Banks
Laila Flemmings
Laniyah Lane***

***Serria Wulf
Ivyunna Gordon
Leilany Diaz
Kayla Smith
R'Gena Brooks
Jadilinet Cordero-Vasquez – Team Manager
Donta Harper – Head Coach
Taren Saunders – Assistant Coach***

Whereas, the DeLand City Commission is pleased and honored to give special recognition and to offer congratulations to all the members of the Southwestern Middle School Girls Basketball team on an undefeated and successful season; and

Whereas, Southwestern Middle School Girls' Basketball Team has won the District Championship for two consecutive years under the leadership of Head Coach, Donta Harper; and

Whereas, the eighth graders on the team have not lost a game during their entire middle school career; and

Whereas, the DeLand City Commission commends each team member for their individual contributions to the success of this year's team and for their dedication to the sport of basketball. We also offer our congratulations to Coach Donta Harper and Assistant Coach Taren Saunders that have motivated and guided these athletes to excel and to learn the value of good sportsmanship.

Now, therefore, I, Robert F. Apgar, Mayor of the City of DeLand, and on behalf of the City Commission and all our citizens do hereby extend this expression of pride in the team's accomplishments on the court and in the classroom and our appreciation for the fine recognition you have brought to our community by your good sportsmanship and inspired team play. We wish all of the ***Southwestern Middle School Girls Basketball Team*** continued success in the future.

Done and proclaimed this 6th day of June 2022.

Attest

Robert F. Apgar, Mayor

Julie A. Hennessy, City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
June 6, 2022

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

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Resolution, FY21-22 Budget Amendment Details

APPROVED BY: Michael Pleus, City Manager, June 1, 2022

SUMMARY/HIGHLIGHT:

The budget amendments proposed are detailed in the attached summary. The amendments proposed are primarily adjustments to reflect anticipated actual revenues and expenditures for FY 21-22.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

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

Operating contingency balances after these amendments are as follows:

General Fund	\$174,457
Water & Sewer Fund	\$194,156
Airport Fund	\$83,107
Stormwater Fund	\$0
Permits & Inspections Fund	\$0

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

N/A

RESOLUTION NO. 2022 -

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

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

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

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

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

GENERAL FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		42,212,378	3,710,216	102,085	45,820,509
	Intergovernmental				
001-0000-331-621-CSLFRF	CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS	0	3,480,766	0	3,480,766
	Miscellaneous Revenue				
001-0000-362-000	FACILITY RENTAL	58,350	4,650	0	63,000
	Other Sources Revenue				
001-9999-381-401	TRANSFER FROM W&S FUND	35,818	0	21,660	14,158
001-9999-381-480	TRANSFER FROM P&I FUND	55,731	0	45,000	10,731
001-9998-382-480	CONTRIBUTION FROM P&I FUND	632,362	0	30,000	602,362
001-0000-380-000	USE OF RESERVES	5,430,856	224,800	0	5,655,656
001-0000-380-200	FUNDS C/O FROM PRIOR YEAR	604,789	0	5,425	599,364
EXPENDITURES		42,212,378	3,760,489	152,358	45,820,509
	City Commission				
001-0100-549-100	OTHER OBLIGATIONS	1,500	2,604	0	4,104
	City Clerk				
001-0102-549-100	OTHER OBLIGATIONS	9,000	22,000	0	31,000
	Legal				
001-0104-533-100	COURT REPORTER SERVICE	5,500	1,500	0	7,000
	Information Technology				
001-0110-546-400	EQUIPMENT MAINTENANCE	1,517,083	0	96,660	1,420,423
	Parks & Recreation Administration				
001-1401-534-100	CONTRACTUAL SERVICES	4,543	1,650	0	6,193
001-1401-540-100	TRAVEL & PER DIEM	0	3,000	0	3,000
	Recreation				
001-1402-552-100	OPERATING SUPPLIES	67,110	0	1,150	65,960
	Parks				
001-1403-549-100	OTHER OBLIGATIONS	300	4,650	0	4,950

GENERAL FUND (Continued)

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
EXPENDITURES		42,212,378	3,760,489	152,358	45,820,509
	Museums				
001-1406-546-100	BUILDING MAINTENANCE	4,000	110,000	0	114,000
	Activities Center				
001-1407-546-100	BUILDING MAINTENANCE	8,000	9,830	0	17,830
	Stadium				
001-1408-546-100	BUILDING MAINTENANCE	4,000	114,800	0	118,800
	Special Events				
001-1409-552-100	OPERATING SUPPLIES	7,700	1,150	0	8,850
	Transfers				
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	2,693,901	8,539	15,255	2,687,185
	Contingency				
001-9990-999-100	CONTINGENCY	213,750	0	39,293	174,457
001-9990-999-300	SAVINGS CONTINGENCY	212,500	3,480,766	0	3,693,266

HOMELESS SHELTER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		604,322	7,500	0	611,822
	Other Sources Revenue				
120-0000-380-000	USE OF RESERVES	229,322	7,500	0	236,822
EXPENDITURES		604,322	7,500	0	611,822
	Homeless Shelter				
120-1120-546-100	BUILDING MAINTENANCE	7,500	7,500	0	15,000

GRANTS AND SPECIAL REVENUE FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		7,857,927	15,344	0	7,873,271
	Intergovernmental				
190-0000-331-200	DOJ - JAG GRANT - PUBLIC SAFETY	0	15,344	0	15,344
EXPENDITURES		7,857,927	15,344	0	7,873,271
	Police				
190-1226-552-100	OPERATING SUPPLIES	0	15,344	0	15,344

CAPITAL FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		4,005,466	12,993	21,403	3,997,056
	Other Sources Revenue				
300-9999-381-001	TRANSFER FROM GENERAL FUND	2,693,901	8,539	15,255	2,687,185
300-9999-381-160	TRANSFER FROM SH CRA FUND	11,954	34	0	11,988
300-9999-381-401	TRANSFER FROM W&S FUND	291,115	69	3,981	287,203
300-9999-381-430	TRANSFER FROM AIRPORT FUND	17,583	34	60	17,557
300-9999-381-450	TRANSFER FROM STORMWATER FUND	17,181	34	60	17,155
300-9999-381-480	TRANSFER FROM P&I FUND	219,246	4,234	2,047	221,433
300-0000-380-000	USE OF RESERVES	11,370	49	0	11,419
EXPENDITURES		4,005,466	13,993	22,403	3,997,056
	Admin Services				
300-0106-664-000-AD2202	CITY HALL MEETING ROOM CHAIRS	17,880	12,600	0	30,480
	Information Technology				
300-0110-663-000-IT2001	ADA/ERP/PHONE	9,888	0	9,888	0
300-0110-663-000-IT2204	SPERLING COMPLEX OPTICAL NETWORK PROJECT	20,132	49	0	20,181
300-0110-663-000-IT2213	CITY WEBSITE REDEVELOPMENT	60,000	344	0	60,344
300-0110-664-000-IT2112	PLANAR FOR NEW FIRE STATION	1,685	0	1,685	0
	Streets				
300-1302-664-000-PW2204	TRAILER FOR EXCAVATOR KX040	5,650	1,000	0	6,650
300-1302-664-000-PW2207	CAT DOZER REPLACE 1320130	162,157	0	1,000	161,157
	Parks				
300-1403-663-000-PR2204	INSTALL BLACKOUT DRAPES AT SANBORN	9,830	0	9,830	0

WATER AND SEWER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		47,657,330	1,680,013	25,641	49,311,702
	Charges for Services				
401-0000-343-310	WATER OPERATING INCOME	10,265,000	300,000	0	10,565,000
401-0000-343-320	WATER - REUSE	979,369	300,000	0	1,279,369
401-0000-343-530	SEWER OPERATING INCOME	11,103,003	300,000	0	11,403,003
401-0000-343-920	INFRASTRUCTURE FEES	18,000	295,013	0	313,013
	Other Sources Revenue				
401-0000-389-700	COST SHARE FROM DELTONA	4,500	120,000	0	124,500
401-0000-389-710	COST SHARE FROM ORANGE CITY	4,500	30,000	0	34,500
401-0000-389-720	COST SHARE FROM VOLUSIA COUNTY	4,500	60,000	0	64,500
401-0000-380-000	USE OF RESERVES	11,980,495	275,000	0	12,255,495
401-0000-380-200	FUNDS C/O FROM PRIOR YEAR	10,127,625	0	25,641	10,101,984
EXPENDITURES		47,657,330	1,780,954	126,582	49,311,702
	Utilities Administration				
401-4201-661-000	LAND ACQUISITIONS	0	185,000	0	185,000
401-4201-531-100	PROFESSIONAL SERVICES	290,030	300,000	0	590,030
	Engineering				
401-4202-531-100	PROFESSIONAL SERVICES	64,279	1,510	0	65,789
401-4202-546-100	BUILDING MAINTENANCE	1,000	1,722	0	2,722

WATER AND SEWER FUND (Continued)

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
EXPENDITURES		47,657,330	1,780,954	126,582	49,311,702
	Water Production				
401-4203-552-500	W & WW CHEMICALS	109,750	1,861	0	111,611
401-4203-664-000-UT2203	WATER PLANT #2 PUMP & PIPING REPLACEMENT	50,464	55,807	0	106,271
401-4203-664-000-UT2204	WTP #2 WELLS 3 & 4 MOTORS	16,153	0	16,153	0
401-4203-664-000-UT2206	WATER PLANT #4 PUMP & PIPING REPLACEMENT	28,138	0	28,138	0
401-4203-664-000-UT2208	WTP #4 WELL 6 MOTOR REPLACEMENT	11,566	0	11,516	50
	Wastewater Treatment				
401-4205-546-400	EQUIPMENT MAINTENANCE	69,840	6,800	0	76,640
401-4205-552-100	OPERATING SUPPLIES	83,180	0	6,800	76,380
401-4205-552-200	OPERATING CAPITAL	10,000	0	674	9,326
401-4205-552-500	W & WW CHEMICALS	199,900	8,315	0	208,215
401-4205-662-000-UT2221	NASH WRF S. RECLAIM STATION CONSTRUCTION	1,600,000	1,188,503	0	2,788,503
401-4205-663-000-UT2007	DIGESTER UPGRADES AND IMPR	1,811,364	5,000	0	1,816,364
401-4205-663-000-UT2009	RECLAIM ADELLE AVE LOOP	19,590	10,743	0	30,333
401-4205-664-000-UT2223	TURBIDITY AND SUSPENDED SOLIDS ANALYZER	8,750	674	0	9,424
	Utilities Maintenance				
401-4206-664-000-UT2230	L/S#55 PUMP & CONTROL PANEL REPLACEMENT	54,703	399	0	55,102
401-4206-664-000-UT2234	L/S#75 GENERATOR	40,658	1,096	0	41,754
	Wastewater Collection				
401-4210-549-100	OTHER OBLIGATIONS	1,460	13,455	0	14,915
	Transfers				
401-9999-991-001	TRANSFER TO GENERAL FUND	35,818	0	21,660	14,158
401-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	291,115	69	3,981	287,203
	Contingency				
401-9990-999-100	CONTINGENCY	231,816	0	37,660	194,156

AIRPORT FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		10,634,179	750,000	1,691,998	9,692,181
	Intergovernmental				
430-0000-389-200-AP2203	ENVIRONMENTAL MITIGATION FROM WHMP	315,000	0	315,000	0
430-0000-389-200-AP2204	DESIGN REHAB OF SOUTH-CENTRAL APRON	108,000	0	108,000	0
430-0000-389-320-AP2001	T-HANGARS & ELEC GATE	1,355,558	600,000	0	1,955,558
430-0000-389-320-AP2002	3-1200 GAL FUEL FARM	595,381	0	590,634	4,747
430-0000-389-320-AP2102	SECURITY CAMERAS & FENCING	240,000	0	240,000	0
430-0000-389-320-AP2201	DESIGN ADDITIONAL NEW HANGARS	88,000	0	88,000	0
430-0000-389-320-AP2202	DESIGN PHASE 2 OF EAST HANGAR COMPLEX	104,000	0	104,000	0
430-0000-389-320-AP2203	ENVIRONMENTAL MITIGATION FROM WHMP	28,000	0	28,000	0
430-0000-389-320-AP2204	DESIGN REHAB OF SOUTH-CENTRAL APRON	9,600	0	9,600	0
	Other Sources Revenue				
430-0000-380-000	USE OF RESERVES	58,704	150,000	208,704	0
430-0000-380-200	FUNDS C/O FROM PRIOR YEAR	1,119,309	0	60	1,119,249

AIRPORT FUND (Continued)

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
EXPENDITURES		10,634,179	833,141	1,775,139	9,692,181
430-4300-531-400-SHOW22	AIRPORT SHOWCASE	8,945	0	34	8,911
430-4300-662-000-AP2001	T-HANGARS & ELEC GATE	1,694,447	750,000	0	2,444,447
430-4300-662-000-AP2201	DESIGN ADDITIONAL NEW HANGARS	110,000	0	110,000	0
430-4300-662-000-AP2202	DESIGN PHASE 2 OF EAST HANGAR COMPLEX	130,000	0	130,000	0
430-4300-663-000-AP2002	3-1200 GAL FUEL FARM	744,226	0	720,045	24,181
430-4300-663-000-AP2103	NEW FENCE - SPORT VILLAGE	31,000	0	31,000	0
430-4300-663-000-AP2203	ENVIRONMENTAL MITIGATION FROM WHMP	350,000	0	350,000	0
430-4300-663-000-AP2204	DESIGN REHAB OF SOUTH CENTRAL APRON	120,000	0	120,000	0
430-4300-664-000-AP2102	SECURITY CAMERAS & FENCING	314,000	0	314,000	0
430-9990-999-100	CONTINGENCY	0	83,107	0	83,107
430-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	17,583	34	60	17,557

STORMWATER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		3,661,021	0	60	3,660,961
	Other Sources Revenue				
450-0000-380-200	FUNDS C/O FROM PRIOR YEAR	980,847	0	60	980,787
EXPENDITURES		3,661,021	34	94	3,660,961
450-4500-543-100	POWER	15,469	0	34	15,435
450-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	17,181	34	60	17,155

PERMITS AND INSPECTIONS FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		3,503,185	105,854	10,403	3,598,636
	Permits, Fees & Special Assessments				
480-0000-322-000	BUILDING PERMIT FEES	1,688,753	105,854	0	1,794,607
	Other Sources Revenue				
480-0000-380-200	FUNDS C/O FROM PRIOR YEAR	727,056	0	10,403	716,653
EXPENDITURES		3,503,185	180,854	85,403	3,598,636
480-4800-412-100	REGULAR SALARIES & WAGES	1,174,553	24,300	0	1,198,853
480-4800-421-100	FICA TAXES	100,742	1,733	0	102,475
480-4800-422-100	RETIREMENT CONTRIBUTIONS	97,066	1,700	0	98,766
480-4800-423-100	LIFE & HEALTH INSURANCE	157,895	3,200	0	161,095
480-4800-552-000	HARDWARE/SOFTWARE	0	77,687	0	77,687
480-9999-991-001	TRANSFER TO GENERAL FUND	55,731	0	45,000	10,731
480-4800-663-000-PI1701	LAND MGMT UPGRADE	8,356	0	8,356	0
480-4800-664-000-PI2201	NEW BUILDING INSPECTOR TRUCK 1 OF 2	0	34,000	0	34,000
480-4800-664-000-PI2202	NEW BUILDING INSPECTOR TRUCK 2 OF 2	0	34,000	0	34,000
480-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	219,246	4,234	2,047	221,433
480-9998-992-001	CONTRIBUTION TO GENERAL FUND	632,362	0	30,000	602,362

Section 2. In all other respects the Budget of the City of DeLand, Florida for fiscal year 2021-2022 is hereby ratified and confirmed as adopted by Resolution 2021-65, 2021-76, 2022-02, 2022-08, 2022-11 and 2022-27.

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

PASSED AND DULY ADOPTED this 6th day of June, 2022.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

FY 21-22 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
GENERAL FUND				
REVENUES		3,710,216	102,085	
001-0000-331-621-CSLFRF	CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS	3,480,766		increase funding from the American Rescue Plan
001-0000-362-000	FACILITY RENTAL	4,650		increase funding from Facility Rentals
001-9999-381-401	TRANSFER FROM W&S FUND		21,660	decrease transfer for Customer Service Kiosk maintenance
001-9999-381-480	TRANSFER FROM P&I FUND		45,000	decrease transfer for ePermitRocket Software
001-9998-382-480	CONTRIBUTION FROM P&I FUND		30,000	decrease contribution for ePermitRocket Software
001-0000-380-000	USE OF RESERVES	224,800		increase funding for DeLand House Foundation and Roof (\$110,000), Spec Martin Foundation Stabilization (\$114,800)
001-0000-380-200	FUNDS C/O FROM PRIOR YEAR		5,425	decrease funding for ADA/ERP/Phone
EXPENDITURES		3,760,489	152,358	
001-0100-549-100	OTHER OBLIGATIONS	2,604		increase appropriation for VLC Dinner
001-0102-549-100	OTHER OBLIGATIONS	22,000		increase appropriation for advertising expenses (News Journal)
001-0104-533-100	COURT REPORTER SERVICE	1,500		increase appropriation for court reporter service
001-0110-546-400	EQUIPMENT MAINTENANCE		21,660	decrease appropriation for Customer Service Kiosk maintenance
001-0110-546-400	EQUIPMENT MAINTENANCE		75,000	decrease appropriation for ePermitRocket Software
001-1401-534-100	CONTRACTUAL SERVICES	1,650		increase appropriation for Fire Inspection and other contracts
001-1401-540-100	TRAVEL & PER DIEM	3,000		increase appropriation for Rick's Travel to NRPA National Convention
001-1402-552-100	OPERATING SUPPLIES		1,150	decrease appropriation for operating supplies
001-1403-549-100	OTHER OBLIGATIONS	4,650		increase appropriation for Public Risk Management of Florida
001-1406-546-100	BUILDING MAINTENANCE	40,000		increase appropriation for DeLand House foundation
001-1406-546-100	BUILDING MAINTENANCE	70,000		increase appropriation for DeLand House roof
001-1407-546-100	BUILDING MAINTENANCE	9,830		increase appropriation for Blackout Drapes (moved from Capital)
001-1408-546-100	BUILDING MAINTENANCE	114,800		increase appropriation for Spec Martin Foundation Stabilization
001-1409-552-100	OPERATING SUPPLIES	1,150		increase appropriation for operating supplies
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND		5,425	decrease transfer for ADA/ERP/Phone
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	139		increase transfer for City Website Redevelopment
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	8,400		increase transfer for City Hall Meeting Room Chairs
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND		9,830	decrease transfer for Blackout Drapes (move to operating)
001-9990-999-100	CONTINGENCY		39,293	decrease appropriation for VLC Dinner (\$2,604), Newspaper Advertising expenses (\$22,000), Court Reporter Service (\$1,500), Public Risk Management of Florida (\$4,650), City Hall Meeting Room Chairs (\$8,400) and City Website Redevelopment (\$139)
001-9990-999-300	SAVINGS CONTINGENCY	3,480,766		increase appropriation for Contingency Savings (ARPA Funds)
HOMELESS SHELTER FUND				
REVENUES		7,500	0	
120-0000-380-000	USE OF RESERVES	7,500		increase appropriation for Homeless Shelter roof repairs
EXPENDITURES		7,500	0	
120-1120-546-100	BUILDING MAINTENANCE	7,500		increase funding for Homeless Shelter roof repairs
GRANT & SPECIAL REVENUE FUND				
REVENUES		15,344	0	
190-0000-331-200	DOJ - JAG GRANT - PUBLIC SAFETY	15,344		increase funding for 2021 JAG Grant
EXPENDITURES		15,344	0	
190-1226-552-100	OPERATING SUPPLIES	15,344		increase appropriation for JAG Grant expenses

FY 21-22 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
CAPITAL FUND				
REVENUES		12,993	21,403	
300-9999-381-001	TRANSFER FROM GENERAL FUND		5,425	decrease transfer for ADA/ERP/Phone
300-9999-381-001	TRANSFER FROM GENERAL FUND	139		increase transfer for City Website Redevelopment
300-9999-381-001	TRANSFER FROM GENERAL FUND	8,400		increase transfer for City Hall Meeting Room Chairs
300-9999-381-001	TRANSFER FROM GENERAL FUND		9,830	decrease transfer for Blackout Drapes (move to operating)
300-9999-381-160	TRANSFER FROM SH CRA FUND	34		increase transfer for City Website Redevelopment
300-9999-381-401	TRANSFER FROM W&S FUND		3,981	decrease transfer for ADA/ERP/Phone
300-9999-381-401	TRANSFER FROM W&S FUND	69		increase transfer for City Website Redevelopment
300-9999-381-430	TRANSFER FROM AIRPORT FUND	34		increase transfer for City Website Redevelopment
300-9999-381-430	TRANSFER FROM AIRPORT FUND		60	decrease transfer for ADA/ERP/Phone
300-9999-381-450	TRANSFER FROM STORMWATER FUND		60	decrease transfer for ADA/ERP/Phone
300-9999-381-450	TRANSFER FROM STORMWATER FUND	34		increase transfer for City Website Redevelopment
300-9999-381-480	TRANSFER FROM P&I FUND	34		increase transfer for City Website Redevelopment
300-9999-381-480	TRANSFER FROM P&I FUND	4,200		increase transfer for City Hall Meeting Room Chairs
300-9999-381-480	TRANSFER FROM P&I FUND		2,047	decrease transfer for Planar for new Fire Station (\$1,685) and ADA/ERP/Phone (\$362)
300-0000-380-000	USE OF RESERVES	49		increase funding for Sperling Complex Optical Network Project
EXPENDITURES		13,993	22,403	
300-0106-664-000-AD2202	CITY HALL MEETING ROOM CHAIRS	12,600		increase appropriation for City Hall Meeting Room Chairs
300-0110-663-000-IT2001	ADA/ERP/PHONE		9,888	decrease appropriation for ADA/ERP/Phone
300-0110-663-000-IT2204	SPERLING COMPLEX OPTICAL NETWORK PROJECT	49		increase appropriation for Sperling Complex Optical Network Project
300-0110-663-000-IT2213	CITY WEBSITE REDEVELOPMENT	344		increase appropriation for City Website Redevelopment
300-0110-664-000-IT2112	PLANAR FOR NEW FIRE STATION		1,685	decrease appropriation for Planar for new Fire Station
300-1302-664-000-PW2204	TRAILER FOR EXCAVATOR KX040	1,000		increase appropriation for Trailer for Excavator
300-1302-664-000-PW2207	CAT DOZER REPLACE 1320130		1,000	decrease appropriation for Trailer for Excavator
300-1403-663-000-PR2204	INSTALL BLACKOUT DRAPES AT SANBORN		9,830	decrease appropriation for Blackout Drapes (move to operating)

FY 21-22 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
WATER & SEWER FUND				
REVENUES		1,680,013	25,641	
401-0000-343-310	WATER OPERATING INCOME	300,000		increase funding from Water Sales
401-0000-343-320	WATER - REUSE	300,000		increase funding from Reuse Sales
401-0000-343-530	SEWER OPERATING INCOME	300,000		increase funding from Sewer Sales
401-0000-343-920	INFRASTRUCTURE FEES	295,013		increase funding from Infrastructure Fees
401-0000-389-700	COST SHARE FROM DELTONA	120,000		increase funding for West Volusia Water Supply Plan
401-0000-389-710	COST SHARE FROM ORANGE CITY	30,000		increase funding for West Volusia Water Supply Plan
401-0000-389-720	COST SHARE FROM VOLUSIA COUNTY	60,000		increase funding for West Volusia Water Supply Plan
401-0000-380-000	USE OF RESERVES	275,000		increase funding for Land Acquisitions (\$185,000) and West Volusia Water Supply Plan (\$90,000)
401-0000-380-200	FUNDS C/O FROM PRIOR YEAR		3,981	decrease funding for ADA/ERP/Phone
401-0000-380-200	FUNDS C/O FROM PRIOR YEAR		21,660	decrease funding for Customer Service Kiosk maintenance
EXPENDITURES		1,780,954	126,582	
401-4201-661-000	LAND ACQUISITION	185,000		increase appropriation for Land Acquisitions for Utility Plan Complex & Facilities
401-4201-531-100	PROFESSIONAL SERVICES	300,000		increase appropriation for West Volusia Water Supply Plan
401-4202-531-100	PROFESSIONAL SERVICES	1,510		increase appropriation for Plat Review - Beresford Woods Phase I
401-4202-546-100	BUILDING MAINTENANCE	1,722		increase appropriation for building maintenance
401-4203-552-500	W & WW CHEMICALS	1,861		increase appropriation for chemicals
401-4203-664-000-UT2203	WATER PLANT #2 PUMP & PIPING REPLACEMENT	55,807		increase appropriation for Thompson Well & Pump
401-4203-664-000-UT2204	WTP #2 WELLS 3 & 4 MOTORS		16,153	decrease appropriation for Thompson Well & Pump
401-4203-664-000-UT2206	WATER PLANT #4 PUMP & PIPING REPLACEMENT		28,138	decrease appropriation for Thompson Well & Pump
401-4203-664-000-UT2208	WTP #4 WELL 6 MOTOR REPLACEMENT		11,516	decrease appropriation for Thompson Well & Pump
401-4205-546-400	EQUIPMENT MAINTENANCE	6,800		increase appropriation for repairs to incline screw conveyor and ship
401-4205-552-100	OPERATING SUPPLIES		6,800	decrease appropriation for repairs to incline screw conveyor and ship
401-4205-552-200	OPERATING CAPITAL		674	decrease appropriation for turbidity and suspended solids analyzer
401-4205-552-500	W & WW CHEMICALS	8,315		increase appropriation for chemicals
401-4205-662-000-UT2221	NASH WRF S. RECLAIM STATION CONSTRUCTION	1,188,503		increase appropriation for South Reclaim Pump House & Water Main Extension Project
401-4205-663-000-UT2007	DIGESTER UPGRADES AND IMPR	5,000		increase appropriation for Digester Upgrades
401-4205-663-000-UT2009	RECLAIM ADELLE AVE LOOP	10,743		increase appropriation for Reclaim Adelle Ave Loop
401-4205-664-000-UT2223	TURBIDITY AND SUSPENDED SOLIDS ANALYZER	674		increase appropriation for turbidity and suspended solids analyzer
401-4206-664-000-UT2230	L/S#55 PUMP & CONTROL PANEL REPLACEMENT	399		increase appropriation for L/S#55 Pump & Control Panel Replacement
401-4206-664-000-UT2234	L/S#75 GENERATOR	1,096		increase appropriation for L/S#75 Generator
401-4210-549-100	OTHER OBLIGATIONS	13,455		increase appropriation for Public Risk Management of Florida
401-9999-991-001	TRANSFER TO GENERAL FUND		21,660	decrease transfer for Customer Service Kiosk maintenance
401-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND		3,981	decrease transfer for ADA/ERP/Phone
401-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	69		increase transfer for City Website Redevelopment
401-9990-999-100	CONTINGENCY		37,660	decrease appropriation for building maintenance (\$1,722), chemicals (\$1,861 and \$8,315), Reclaim Adelle Ave Loop (\$10,743), L/S#55 Pump and Control Panel Replacement (\$399), L/S#75 Generator (\$1,096), Public Risk Management of Florida (\$13,455), and City Website Redevelopment (\$69)

FY 21-22 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
AIRPORT FUND				
REVENUES		750,000	1,691,998	
430-0000-389-200-AP2203	ENVIRONMENTAL MITIGATION FROM WHMP		315,000	decrease funding for T-Hangars and Electric Gate
430-0000-389-200-AP2204	DESIGN REHAB OF SOUTH CENTRAL APRON		108,000	decrease funding for T-Hangars and Electric Gate
430-0000-389-320-AP2001	T-HANGARS & ELEC GATE	600,000		increase funding for T-Hangars and Electric Gate
430-0000-389-320-AP2002	3-1200 GAL FUEL FARM		590,634	decrease funding for T-Hangars and Electric Gate
430-0000-389-320-AP2102	SECURITY CAMERAS & FENCING		240,000	decrease funding for T-Hangars and Electric Gate
430-0000-389-320-AP2201	DESIGN ADDITIONAL NEW HANGARS		88,000	decrease funding for T-Hangars and Electric Gate
430-0000-389-320-AP2202	DESIGN PHASE 2 OF EAST HANGAR COMPLEX		104,000	decrease funding for T-Hangars and Electric Gate
430-0000-389-320-AP2203	ENVIRONMENTAL MITIGATION FROM WHMP		28,000	decrease funding for T-Hangars and Electric Gate
430-0000-389-320-AP2204	DESIGN REHAB OF SOUTH CENTRAL APRON		9,600	decrease funding for T-Hangars and Electric Gate
430-0000-380-000	USE OF RESERVES	150,000	208,704	increase and decrease funding for T-Hangars and Electric Gate
430-0000-380-200	FUNDS C/O FROM PRIOR YEAR		60	decrease funding for ADA/ERP/Phone
EXPENDITURES		833,141	1,775,139	
430-4300-531-400-SHOW22	AIRPORT SHOWCASE		34	decrease appropriation for City Website Redevelopment
430-4300-662-000-AP2001	T-HANGARS & ELEC GATE	750,000		increase appropriation for T-Hangars and Electric Gate
430-4300-662-000-AP2201	DESIGN ADDITIONAL NEW HANGARS		110,000	decrease appropriation for T-Hangars and Electric Gate
430-4300-662-000-AP2202	DESIGN PHASE 2 OF EAST HANGAR COMPLEX		130,000	decrease appropriation for T-Hangars and Electric Gate
430-4300-663-000-AP2002	3-1200 GAL FUEL FARM		720,045	decrease appropriation for T-Hangars and Electric Gate
430-4300-663-000-AP2103	NEW FENCE - SPORT VILLAGE		31,000	decrease appropriation for T-Hangars and Electric Gate
430-4300-663-000-AP2203	ENVIRONMENTAL MITIGATION FROM WHMP		350,000	decrease appropriation for T-Hangars and Electric Gate
430-4300-663-000-AP2204	DESIGN REHAB OF SOUTH CENTRAL APRON		120,000	decrease appropriation for T-Hangars and Electric Gate
430-4300-664-000-AP2102	SECURITY CAMERAS & FENCING		314,000	decrease appropriation for T-Hangars and Electric Gate
430-9990-999-100	CONTINGENCY	83,107		increase contingency for savings on grant projects
430-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND		60	decrease transfer for ADA/ERP/Phone
430-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	34		increase transfer for City Website Redevelopment
STORMWATER FUND				
REVENUES		0	60	
450-0000-380-200	FUNDS C/O FROM PRIOR YEAR		60	decrease funding for ADA/ERP/Phone
EXPENDITURES		34	94	
450-4500-543-100	POWER		34	decrease appropriation for City Website Redevelopment
450-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND		60	decrease transfer for ADA/ERP/Phone
450-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	34		increase transfer for City Website Redevelopment
PERMITS & INSPECTIONS FUND				
REVENUES		105,854	10,403	
480-0000-322-000	BUILDING PERMIT FEES	105,854		Increase funding from Building Permit Fees
480-0000-380-200	FUNDS C/O FROM PRIOR YEAR		10,403	decrease funding for ADA/ERP/Phone (\$362), Planar for new Fire Station (\$1,685) and Land Management Upgrade (\$8,356)
EXPENDITURES		180,854	85,403	
480-4800-412-100	REGULAR SALARIES & WAGES	24,300		increase appropriation for two Building Inspectors Entry Level/Apprentice/Intern
480-4800-421-100	FICA TAXES	1,733		increase appropriation for two Building Inspectors Entry Level/Apprentice/Intern
480-4800-422-100	RETIREMENT CONTRIBUTIONS	1,700		increase appropriation for two Building Inspectors Entry Level/Apprentice/Intern
480-4800-423-100	LIFE & HEALTH INSURANCE	3,200		increase appropriation for two Building Inspectors Entry Level/Apprentice/Intern
480-4800-552-000	HARDWARE/SOFTWARE	75,000		increase appropriation for ePermitRocket Software
480-4800-552-000	HARDWARE/SOFTWARE	2,687		increase appropriation for new computers and software
480-4800-663-000-PI1701	LAND MGMT UPGRADE		8,356	decrease appropriation for Land Management Upgrade
480-4800-664-000-PI2201	NEW BUILDING INSPECTOR TRUCK 1 OF 2	34,000		increase appropriation for Vehicle 1 of 2 for new Building Inspectors
480-4800-664-000-PI2202	NEW BUILDING INSPECTOR TRUCK 2 OF 2	34,000		increase appropriation for Vehicle 2 of 2 for new Building Inspectors
480-9999-991-001	TRANSFER TO GENERAL FUND		45,000	decrease transfer for ePermitRocket Software
480-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	4,200		increase transfer for City Hall Meeting Room Chairs
480-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	34		increase transfer for City Website Redevelopment

CITY OF DELAND
Request for Commission Action
June 6, 2022

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

DEPARTMENT: Community Development

PREPARED BY: Rick Werbiskis, Community Dev. Director

ATTACHMENTS: Resolution, Exhibit A, Allocation Letter - 5-20-22 Deland

APPROVED BY: Michael Pleus, City Manager, June 2, 2022

SUMMARY/HIGHLIGHT:

A Resolution adopting the amended Community Development Block Grant (“CDBG”) Budget for Fiscal Year 2022-2023 is submitted for City Commission consideration. The City Commission approved the tentative budget on April 4, 2022. Since that time, the county and city have been informed by HUD that this year's funding allocation has been reduced from last year's allocation. The City of DeLand was notified by the County of Volusia on May 20, 2022 that HUD has finalized the CDBG allocation for FY2022-2023. As a result, the budget needs to be amended from the previous proposed allocation of \$223,052 to the revised proposed amount of \$209,662; a \$13,309 decrease. It should be noted that the previously approved Capital Improvement Projects and Program Activities are intact to be completed with the reduced amount. This year's decreased allocation is based on the Census Bureau’s American Community Survey five-year estimates - significant increase of demographic data for the unincorporated area and a significant decrease for some municipalities, including DeLand.

The attached allocation letter from Volusia County noting an allocation of \$210,887 was based upon tentative numbers which were since finalized to \$209,662.

The proposed CDBG Budget for Fiscal Year 2022-2023 will result in the expenditure of funds for the benefit of targeted areas of the City of DeLand upon approval of grant applications submitted to Volusia County.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The final allocation and expenditure of CDBG funding authorized for the City of DeLand in the amount of \$209,662 will benefit the citizens of the City using a funding source other than ad valorem tax revenues for city projects.

RECOMMENDATION:

It is recommended that the City Commission approve the Resolution adopting the amended CDBG Budget for Fiscal Year 2022-2023.

BACKGROUND/DISCUSSION:

The City of DeLand annually adopts a budget related to the allocation of CDBG funds received from Volusia County and submits grant applications to Volusia County. Section 290.046(5), Florida Statutes, provides that the City “. . . may establish a citizen advisory task force composed of citizens in the jurisdiction in which the proposed project is to be implemented to provide input relative to all phases of the project process”. Thus, the creation and use of such a body is purely discretionary and voluntary on the part of the City Commission and a review and recommendation is not a statutorily mandated legal requirement. The City Commission adopted Resolution Number 2008-29 creating the Community Advisory Task Force ("CATF") for the purpose of, among other things, reviewing CDBG grant applications and making recommendations to the City Commission. However, due to the current lack of a quorum of CATF members, the City cancelled the CATF meeting at which the CDBG budget and related matters would have been reviewed and recommendations on the current CDBG budget and grant applications would have been made.

Accordingly, it is necessary and appropriate for the City Commission to approve the CDBG Budget and grant applications for submission to Volusia County without the CATF making recommendations and, further, it is in the best interests of the City and consistent with the statutory and constitutional home rule powers of the City and other controlling law for the City Commission to adopt the proposed Resolution.

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT BUDGET FOR FISCAL YEAR 2022-2023; AND AUTHORIZING CITY STAFF TO SUBMIT THE BUDGET AND GRANT APPLICATIONS TO VOLUSIA COUNTY; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of DeLand annually adopts a budget relate to the allocation of Community Development Block Grant (“CDBG”) funds received from Volusia County and submits grant applications to Volusia County; and

WHEREAS, in accordance with Section 290.046(5), Florida Statutes, the City adopted Resolution No. 2008-29 creating the Community Advisory Task Force (“CATF”) for the purpose of, amongst other things, reviewing CDBG grant applications and making recommendations thereon to the City Commission; and

WHEREAS, creation of the CATF was purely voluntary on the part of the City Commission and its review is not a statutorily mandated legal requirement; and

WHEREAS, the CATF does not have sufficient membership to hold a meeting and it is therefore not possible for the CATF to convene a meeting and make a recommendation on the CDBG budget; and

WHEREAS, the City Commission hereby determines that voting upon the CDBG budget and grant applications to submit to Volusia County without the CATF making recommendations thereon is in the best interests of the City and the community at large; and

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

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

Section 1. The City Commission of the City of DeLand hereby adopts and incorporates into this Resolution, as the findings and intent of the City Commission, the recitals (whereas clauses) to this Resolution.

Section 2. The City Commission hereby approves the Community Development Block Grant budget for fiscal year 2022-2023 attached hereto as Exhibit “A” and authorizes the City’s professional staff to submit grant applications to Volusia County as reflected in the said budget.

Section 3. All resolutions or parts of resolutions and other actions of the City Commission in conflict with this Resolution are hereby repealed.

Section 4. If any section, sentence, phrase, word or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or

impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Resolution not otherwise determined to be invalid, unlawful or unconstitutional.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED this 6th day of June, 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

"EXHIBIT A"

VOLUSIA URBAN COUNTY
CDBG Budget
FY 2022/2023
City of DeLand

Actual Allocation with County Contribution - \$ 209,662

Updated - May 31, 2022

Projects / Activities:	Funds Requested
CAPITAL IMPROVEMENT PROJECTS:	
♦ Parks & Recreation - Chisholm Center Bulletin Marquis	\$17,000
♦ Public Works - Downtown Parking Improvement - Lots #6 and #7	\$99,213
♦ Public Works - Backup Generator Replacement at Painter's Pond	\$62,000
PROGRAM ACTIVITIES:	
♦ Joyce M. Cusack Resource Center - Personnel	\$31,449
Total Projected Expenditures	\$209,662

85% for Capital Improvement Projects = \$178,213

15% for Program Activities = \$31,449



May 20, 2022

Mr. Michael Pleus, City Manager
City of DeLand
120 S. Florida Avenue
DeLand, FL 32720

**Re: Community Development Block Grant (CDBG)
FY 2022/23 Allocation and Application**

Dear Mr. Pleus,

The U.S. Department of Housing and Urban Development has not yet released the County of Volusia's Urban County Community Development Block Grant (CDBG) allocation for FY 2022/23. In order to expedite planning for next year, we are using the FY 2021/22 allocation as an estimate of the FY 2022/3 award. Any necessary adjustments to the proposed plans can be made once the FY 2022/23 allocation has been received from HUD.

The formula used by HUD to determine funds for the County of Volusia is identified as Formula A. Formula A takes into account three factors of an area; population, poverty, and overcrowding. Each determining factor is weighted: poverty is given a weight of 50 percent while population and overcrowding are weighed at 25 percent.

The same formula used by HUD has been applied to the estimated FY 2022/23 Volusia County award as a method to calculate allocation distributions to the nine participating cities as well as the unincorporated areas of Volusia County. American Community Survey (ACS) five-year estimates data from the U.S. Census Bureau was used for the calculations. There were some significant changes to the demographic data that resulted in an overall increase of the unincorporated county share and a decrease in some participating jurisdiction's share. A table showing the HUD Formula A calculation for your city is attached to this correspondence as well as a table showing the comparison between the prior year allocation and the FY 2022/23 estimated allocation for your city.

After reserving 20% of the allocation for program administration and planning, the total amount to be allocated among participating cities and unincorporated areas is \$1,387,889. Based upon the updated allocation percentages, the City of DeLand would receive a FY 2022/23 allocation of **\$141,952** which is a decrease of **\$81,100** from the prior year.

In order to buffer the negative impact, Volusia County will require the city to absorb only 15 percent of the impact while supplementing the remainder. Using this approach, the City's allocation will rise to **\$210,887** which is a decrease of **\$12,165** from the prior year.

A CDBG funding application has been enclosed. Completed applications must be submitted to Community Assistance by **4:00 p.m. on June 15, 2022**. Recognizing the short turnaround time, Community Assistance will accept completed applications that have not yet been approved by your city's commission. Cities will however will be responsible for receiving approval prior to the County's submission of the Annual Action Plan to HUD in early August.

Community Assistance staff will be available to provide technical assistance to all participating cities having difficulty in preparing their plans. Participating cities are given several choices of the types of activities that they may apply for and use CDBG funding to complete. All activities must be eligible and meet a national objective. Public services are eligible activities; however, HUD sets a public service cap of 15% of all CDBG expenditures. The **maximum amount that the City of DeLand may allocate for public service activities is \$31,633.**

Citizen participation when creating the plan and determining projects is a grant regulation. Each city is required to have a public hearing during the development of the plan to allow for citizen participation and comment. Copies of sign-in sheets and minutes will be submitted with your application. Scheduled approval of the plan at City Commission meeting will not serve to meet the public participation requirements. When advertising for public hearings, consideration must be made to ensure that no groups of people are excluded. Making an effort to include low- and moderate- income residents is an important part of the participation process.

If you have any questions please contact me at (386) 736-5955 ext. 12958.

Sincerely,

Diana Phillips

Diana Phillips, Operations Manager
Housing and Grants Administration

Cc: Jennifer High, Senior Accountant
Marla Ivey, Coordinator

Attachments

Table 1 - HUD Formula A Data

City of DeLand	
HUD Formula A – Weighted Share Determination	
2016 - 2020 ACS 5 Year Estimates	
Formula Category	Data
Population (.25 Weight)	
# of Persons	33,620
% Share	11.54%
Weighted Share	2.89%
People in Poverty (.50 Weight)	
# of Persons in Poverty	4,198
% Share	10.43%
Weighted Share	5.21%
Overcrowded Housing Units (.25 Weight)	
# of Overcrowded Units	122
% Share	8.51%
Weighted Share	2.13%
Total Weighted Share	10.23%
Estimated Rounded/Adjusted Share of Funds	\$210,887
% of Total CDBG Allocation	12.16%

FY 2022/23 Adjusted CDBG Allocation												
DeLand	2021/2022 Allocation		2022/2023 Direct Formula Allocation			Difference		Adjusted Allocation				
	Amount	Percent of Total Allocation	Amount	Percent of Allocation Less Admin.	Percent of Total Allocation	Dollar Difference FY 2021 vs. 2022	Percent Difference FY 2021 vs. 2022	Assume 15 percent of reduction	Amount	Percent of Total Allocation	Dollar Difference FY 2021 vs. 2022	Percent Difference FY 2021 vs. 2022
DeLand	\$223,052	12.86%	\$141,952	10.23%	8.18%	(\$81,100)	-4.68%	-\$12,165	\$210,887	12.16%	(\$12,165)	-0.70%

CITY OF DELAND
Request for Commission Action
June 6, 2022

SUBJECT: Consideration re Gateway Grant for DeLand Church of the Nazarene, Located at 913 East New York Avenue.

DEPARTMENT: Community Development

PREPARED BY: Rick Werbiskis, Community Dev. Director

ATTACHMENTS: Gateway Business Improvement Grant Application, EMC Affidavit, Gateway Corridors Map

APPROVED BY: Michael Pleus, City Manager, May 31, 2022

SUMMARY/HIGHLIGHT:

The applicant, DeLand Church of Nazarene, has requested a Gateway Grant in the amount of \$5,000 to replace a 48 square foot conforming sign (notwithstanding an illegal attachment) with a 48 square foot electronic message center (EMC). The property is located at 913 E New York. The estimated total cost of the proposed electronic message center is \$25,000.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principles & Preserving "Sense of Community".

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The grant request is for the maximum allowance of \$5,000.

RECOMMENDATION:

It is staff's recommendation that the grant request be denied. One of the purposes of the Gateway Grants, as outlined in the attached application, is to replace nonconforming signs with conforming signs. Based upon information available to staff, the current sign conforms to size and location (not withstanding an illegal attachment). Staff does note that the existing sign is in need of maintenance. In addition, EMC signs, in general, become problematic for code enforcement as the signs are routinely operated in violation of code requirements (brightness, animation, flashing, persistently changing messages).

BACKGROUND/DISCUSSION:

Normal 0 false false false EN-US X-NONE X-NONE Matching Grants are available to property owners for improving the appearance of businesses located within DeLand's gateways. Eligible projects may receive Grant Awards of up to 50% of total project cost as a reimbursement for expenditures with no single grant exceeding \$5,000. This program is designed to offer a onetime award to improve the appearance of gateway properties. A wide variety of projects are eligible to receive matching grant funds. Examples of eligible projects include:

- Exterior building renovation which improves the appearance of the facility
- Pressure washing or repainting the exterior of discolored buildings
- Repainting exterior buildings from loud or garish colors to earth tones or pastels
- Installation of landscape buffers where none exist
- Installation of tree islands or landscape islands in older non-conforming parking lots.
- Replacement of older non-conforming signs with monument signs and foundation landscaping
- Other projects as approved by the City Commission.

Note: All landscaping must be done with ‘water-wise’ plant materials.

GATEWAY BUSINESS IMPROVEMENT PROGRAM

Matching Grants are available to property owners for improving the appearance of businesses located within DeLand's gateway districts. Eligible projects may receive Grant Awards of up to 50% of total project cost as a reimbursement for expenditures with no single grant exceeding \$5,000. Only one project per premise (defined as a single parcel of property on the Volusia County Property Appraiser's Records) may be submitted. Upon recommendation by the MainStreet Grant Committee and the Economic Development Committee, the city commission may award larger grants for exceptional projects.

GATEWAY AREAS

Section 33-36.03 of the City's Land Development code describes three gateway areas. Grants may be awarded to businesses (commercial, retail and service, industrial, warehouse, wholesale or office use) in the City limits within any of these three areas.

1. *Core Gateway District.* All areas encompassed by or located within the following described area except those within the Downtown DeLand Tax Increment District:
 - Plymouth Avenue on the north, between Boundary and Hill Avenues
 - Hill Avenue on the east, between Plymouth and Beresford Avenues
 - Beresford Avenue on the south, between Hill and Boundary Avenues
 - Boundary Avenue on the west, between Beresford and Plymouth Avenues
2. *Redevelopment Gateway District:* Properties on any of the following roadway segments:
 - North Woodland Boulevard – from Plymouth Avenue to U.S. 92
 - East New York Avenue – from Hill Avenue to Kepler Road
 - South Woodland Avenue – from Beresford Avenue to SR 472
 - West New York Avenue – from Boundary Avenue to the west corporate limit line
 - SR 15A – from Beresford Avenue to Plymouth Avenue
3. *Emerging Gateway District:* Properties located on any of the following roadway segments:
 - Kepler Road and Martin Luther King Blvd.- from US 92 to SR 472
 - East New York Avenue (SR44) – from Hill Avenue to I-4
 - West New York Avenue (SR44) – from SR 15A to the CSX Railroad
 - SR 15A – from Plymouth Avenue to US 17
 - SR 15A – from Beresford Avenue to US 17/92
 - International Speedway Blvd. (US 92) – from US 17 to Old Daytona Road
 - CR 92 – from US 17 to SR 15A
 - Woodland Blvd. (US 17) – from International Speedway Blvd. to SR 15A
 - Orange Camp Rd. – from US 17/92 to I-4
 - County Rd 4139 – from SR 44 to I-4
 - Taylor Rd. – from US 17/92 to Martin Luther King Blvd.
 - Stone St. – from Plymouth Ave. north to CR 92
 - Interstate 4 – from 600' N of SR 44 to 600' S of Orange Camp Rd.

TYPES OF ELIGIBLE PROJECTS

This program is designed to offer a onetime award to improve the appearance of gateway properties. A wide variety of projects are eligible to receive matching grant funds. Examples of eligible projects include:

- Exterior building renovation which improves the appearance of the facility;
- Pressure washing or repainting the exterior of discolored buildings;
- Repainting exterior buildings from loud or garish colors to earth tones or pastels;
- Installation of landscape buffers where none exist;
- Installation of tree islands or landscape islands in older non-conforming parking lots;
- Replacement of older non-conforming signs with monument signs and foundation landscaping;
- Other projects as approved by the City Commission.

Note: All landscaping must be done with ‘water-wise’ plant materials.

General building or facility maintenance is not eligible for funding under this program. Examples of activities ineligible for funding under most circumstances include:

- Building reroofs;
- Parking lot re-striping;
- Replacement of dead or diseased landscape materials or re-sodding lawn areas;
- Installation of irrigation systems;
- Properties that are in violation of city codes are usually not eligible for funding;

The MainStreet DeLand Association shall manage the program in collaboration with the City’s Community Development Department. The program is subject to overall policy direction, general oversight and final approval of all grant awards by the DeLand City Commission based upon recommendations from the City Economic Development Committee. MainStreet DeLand Association shall receive all applications. The MainStreet Executive Director will work the City’s Community Development Director to ensure all applications are complete and comply with the codes and ordinances of the City. All complete applications will be forwarded to the City’s Economic Development Committee for review and recommendations. The Committee’s recommendations will be forwarded to the DeLand City Commission for final approval.

PLEASE NOTE: It is the expectation that all awarded grant projects will be completed with all documentation specified as necessary for payment submitted to the City of DeLand no later than September 30 of the year of the grant award..

AWARD OF FUNDS

Once an award is made, MainStreet DeLand shall be responsible for preparing documentation for payment of eligible expenses. The grant program works on a reimbursement basis and eligible expenses must be documented by a detailed receipts and cancelled checks. Upon validation of the request for reimbursement, MainStreet DeLand will submit a request for payment to the City Community Development Department. Approximately four weeks are needed to process the request for reimbursement.

GATEWAY GRANT APPLICATION

Project:
Applicant's Name:
Owner's Name:
Applicant's Address:
Property Address:
Daytime Phone: FAX #:
E-Mail Address:
Type of Improvement Planned:
Estimated Cost of Project: \$ Amount Requested \$

(Maximum grant award of \$5,000; cannot be more than 50% of project cost)

Attach detailed outline of proposed work, including:

1. Photographs clearly showing existing conditions.
2. Detailed drawing to approximate scale, showing proposed improvements.
3. Samples of proposed colors to be used on building and signs, if applicable.
4. Landscape plans, if applicable.
5. Project budget with at least three (3) contractor estimates.

AGREEMENT

I understand that in order for my request for funding to be approved, I must agree to follow the recommendations of the City Commission and comply with the following:

1. Gateway grants apply only to those commercial structures and buildings within the designated gateway areas.
2. Only projects which have not received grant funds within the past FIVE (5) years will be given consideration.
3. It is the responsibility of the owner or APPLICANT to obtain all required permits from the city **BEFORE** beginning any work. No reimbursements will be made without the proper permits before work begins.
4. Project work must begin within 45 days after the building permit is issued.
5. Monies are for improvements only and will be reimbursed upon completion of work. In-Kind expenses are not reimbursable.
6. For projects where the applicant is not the property owner, the applicant must obtain approval in writing that the property owner concurs with the execution of the proposed work.

NOTE: NO PROJECT WORK MAY BEGIN WITHOUT:

1. City Commission approval.
2. Signed Contract Documents.
3. All required development orders and permits.
4. Unapproved deviations from the approved proposal will void funding.

Grantees are responsible for meeting with the City Planning Officials and/or Building Officials prior to grant application to find out the legal needs, permits, etc. Grantee must comply with all relevant requirements. Grantee is responsible for making certain that their contractors have pulled the proper permits.

SIGNED: _____ Date: _____

GATEWAY GRANT CONTRACT (Page 1 of 2)

This agreement is made and entered into the ____ day of _____, _____ by and between the City of DeLand and _____ (hereinafter "Applicant"), for a grant project on the property located at _____ for and in consideration of the mutual covenants expressed herein and other good and valuable considerations. The adequacy of which is hereby acknowledged, the parties agree as follows:

APPLICANT AGREES:

- A. To perform the work for the project, set forth in the specifications attached hereto and made a part hereof, in a workmanlike manner and all work shall be done in strict conformance with all applicable federal, state, county and city codes, laws, regulations and ordinances. If a Contractor (s) is hired by the applicant for this project, the applicant bears responsibility to the Contractor(s) for cost of the project.
- B. To complete the approved project and submit to the City of DeLand all documentation specified as necessary to receive payment no later than September 30th of the grant award year, including such extensions as may be granted by the City in writing.
- C. To maintain, with no substantial changes, the improvements for ten (10) years unless otherwise agreed to by the City Commission.
- D. To hold harmless the City of DeLand and its individual employees and committee members, in the event of property damage, personal or physical injury occurring as a result of working on the project.
- E. To submit proof of payment to the City of DeLand for any expenses incurred under the terms of this grant including but not necessarily limited to engineering survey costs, work performed by a contractor and construction material and landscaping expenses.

THE CITY AGREES:

- A. The work in progress will be inspected by the City and the City will work with the property owner and the Contractor to ensure that the work meets the objectives of the Gateway Business Improvement Program. The City of DeLand will not be responsible for the quality of material and workmanship.

GATEWAY GRANT CONTRACT (Page 2 of 2)

- B. Reimbursement of \$ (max of \$5,000) shall be made by the City of DeLand to the Applicant upon completion of work, and the City of DeLand's on-site inspection and written acceptance of same. The applicant shall submit proof of payment to the City of DeLand for any item for which reimbursement is requested including professional services, costs of materials or work performed by a contractor.

WITNESS the hands and seals of the parties hereto the date first written above.

BY: _____
City of DeLand – Community Development Director

BY: _____
Representative, MainStreet DeLand Association

BY: _____
Applicant

BY: _____
Owner



City of DeLand

"The Athens of Florida"

www.deland.org

LED MESSAGE BOARD AFFIDAVIT

I, _____, am applying for a sign permit for an LED message board, which will be located at _____, from the City of DeLand, Florida. I hereby agree to the following conditions:

1. The display screen must be integral to the design of the sign structure and shall not be the dominant element; and
2. Only the identification of the tenants within the center shall be permitted; and
3. The display area shall apply towards the maximum amount of signage permitted per each site regardless of whether it is illuminated or utilized; and
4. Copy change of display screen shall not be more frequent than once per day; and
5. The display screen is restricted to a single permanent background color, per copy change. A malfunctioning electronic message center shall be programmed to turn off or otherwise display a blank screen. Electronic message centers must be equipped with software programming controls that automatically turn the sign off if the display is malfunctioning in any way.; and
6. Any message or picture displayed shall be static in nature and shall not scroll, blink, flicker, flash, scintillate or be otherwise animated; and
7. The display screen area shall provide a high resolution picture quality. Exposed neon or fiber-optic tubing on electronic message centers is prohibited; and
8. Electronic message centers shall be equipped with a sensor or other device that automatically determines the ambient illumination and can be programmed to automatically dim according to ambient light conditions, or that can be adjusted to comply with the 0.3 foot-candle measurements; and
9. An information sheet shall be submitted as part of the sign permit application which includes the manufacturing specifications of the display screen being installed, along with contact information of the property owner, sign contractor and the display screen maintenance provider.

Applicant Signature

Signed this _____ day of _____, _____.

Individual Applicant's Signature

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me this _____ day of _____, by _____ who is personally known to me or who produced

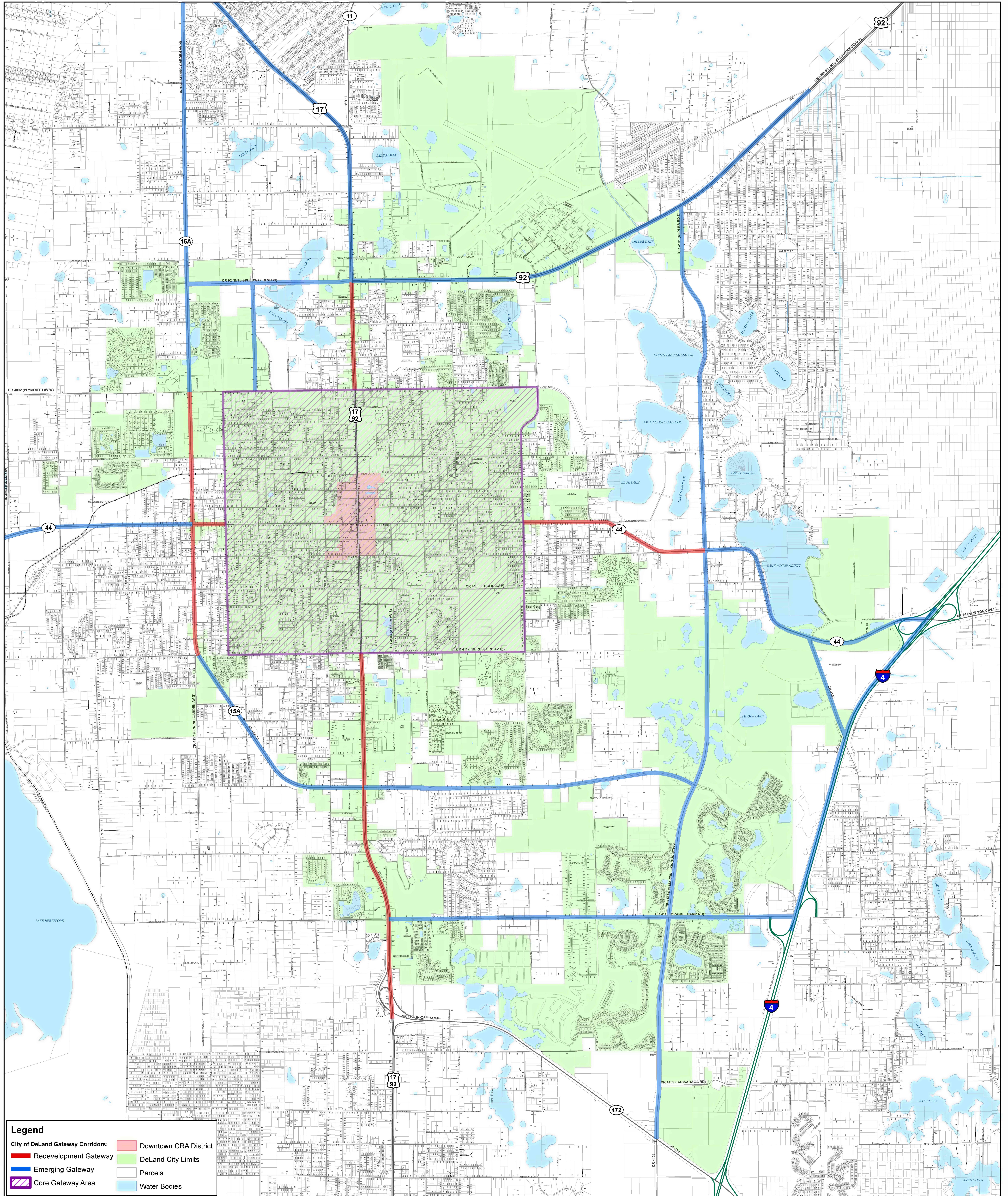
_____ as identification, and who did take an oath.

Notary Public Signature

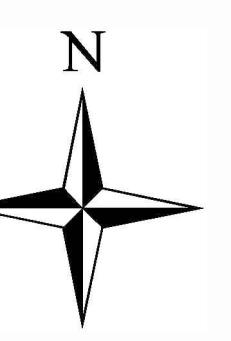
Date

City of DeLand

Gateway Corridors Map



Sources: Volusia County GIS
City of DeLand Planning Dept.
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.
Prepared by: City of DeLand Planning Dept.
November 18, 2014
U:\Plan\GIS\GIS\Gateway\1810_1811_gateway.mxd



CITY OF DELAND
Request for Commission Action
June 6, 2022

SUBJECT: Resolution Approving Amendment # 1 to FDOT Public Transportation Grant Agreement FM 438416-1-94-01 for Hangars - Construction.

DEPARTMENT: Airport

PREPARED BY: Mindy Considine, Admin Coordinator

ATTACHMENTS: Resolution, Exhibit A

APPROVED BY: Michael Pleus, City Manager, June 2, 2022

SUMMARY/HIGHLIGHT:

At their September 21, 2020 meeting, the Commission awarded a FDOT grant in the amount of \$1,445,000 to design and construct T-Hangars for based aircraft users and box hangars to populate the East Hangar Complex. This grant, with the additional local match funded by the airport fund of \$361,250 brought the total project costs to \$1,806,250. Due to inflation costs, the new project estimate is now \$2,556,250. After a meeting between city staff, our consultant, Avcon, and FDOT staff, additional project funding was offered from FDOT in the total amount of \$750,000. Of this amount, the City will be required to pay \$150,000. FDOT has proposed the attached amendment to the Public Transportation Grant Agreement providing additional funds described above.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government, Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The new total project cost of \$2,556,250 is memorialized in the amendment. This would require an increase of the City's original match of \$361,250 up to \$511,250 or an increase of \$150,000. The Airport Enterprise Fund Enterprise Fund has reserves available to pay for the City's anticipated costs for this project.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached resolution and authorize the Mayor/Commissioner to execute the agreement on behalf of the City.

BACKGROUND/DISCUSSION:

Staff notes that, depending on the bidding environment, costs to construct 20 T-Hangars and three 5,000 S.F. box hangars may exceed the total value stated in this grant. Staff directed its consultants to bid the project with 2 of the 3 T-Hangar buildings as the base bid and the remaining t-hangar building and box hangars as an additional additive alternates to the bid. Based on discussions with FDOT personnel, this is acceptable to them

and they have also indicated that, should funds be available, there is a possibility that an increase to this grant could be approved at a later time once design and bidding is complete.

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COMMISSION DELAND, FLORIDA, AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, FINANCIAL MANAGEMENT NO. 438416-1-94-01; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On September 21, 2020, the City Commission approved the execution of the Public Transportation Grant Agreement with the State of Florida Department of Transportation which provided funding for the design and construction of hangars at the DeLand Municipal Airport; and

WHEREAS, the Florida Department of Transportation has offered the City an Amendment to the Public Transportation Grant Agreement, a copy of which is attached hereto as Exhibit “A”, which will provide additional funding for the construction of hangars at the DeLand Municipal Airport; and

WHEREAS, the aforesaid agreement requires the City of DeLand to pay 20% of the anticipated project cost; and

WHEREAS, this project is necessary to provide for the needs of the aviation-related businesses and public users at DeLand Municipal Airport.

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

Section 1. The City Commission authorizes the Mayor-Commissioner to execute the Amendment to the Public Transportation Grant Agreement with the Florida Department of Transportation for this project.

Section 2. The City Commission hereby sets aside the additional amount of \$150,000 to pay for its share (20%) of the anticipated cost of the project.

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

PASSED AND DULY ADOPTED this 6th day of June 2022.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
 STRATEGIC
 DEVELOPMENT
 OGC 04/22

Financial Project Number(s): (item-segment-phase-sequence) 438416-1-94-01	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DDR,DPTO 215	FLAIR Category: 088719
		Object Code: 751000	
		Org. Code: 55052000531	
		Vendor Number: VF596000307028	
Contract Number: G1Q81	Federal Award Date:		Amendment No.: 1
CFDA Number: N/A	SAM/UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on _____, by and between the State of Florida, Department of Transportation ("Department"), and City of Deland, ("Agency"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 10/5/2020 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended This grant is amended to add funds and scope to the PTGA at Deland Municipal Airport.

2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
- ☐ **Seaports**
- ☐ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☐ **Match to Direct Federal Funding** (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ **Other**

3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☐ Exhibit E: Program Specific Terms and Conditions
- ☐ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Financial Assistance (Single Audit Act)
- ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 04/22

___ *Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is X increased/ ___ decreased by \$750,000 bringing the revised total cost of the project to \$2,556,250.

The Department's participation is X increased/ ___ decreased by \$600,000. The Department agrees to participate in the Project cost up to the maximum amount of \$2,045,000, and, additionally the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY City of Deland

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: C. Jack Adkins
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: Daniel L. McDermott

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Construction Hangars - The project consists of the construction for two (2) buildings with a total of fourteen (14) T-Hangar units to be constructed in the previously prepared area located on the east side of the Airport. Site work will include building foundations, aprons and connections to existing taxilanes, drainage connections, utility connections, security fencing and gates with access card readers, and vehicular parking to serve each new hangar building. Alternate bids will be received for the construction of 3 additional Box Hangars that were designed along with the T-Hangars.

B. Project Location (limits, city, county, map): DeLand Municipal - Sidney H Taylor Field/Deland, FL/Volusia

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): T-Hangars (Construction): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary and back-up power supplies, building (foundation, structure, roof, MEP, drainage, and fire prevention and protection), pavement marking, lighting and signage, fencing and gates with access card readers, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete the T-hangars project. Alternate bids will be received for the construction of additional T-Hangars and Box Hangar that were designed along with the T-Hangars.

The specifics of the Project Scope for construction are described in and limited by the Project Construction Plans identified as "Construct T-Hanger and Box Hangar Facilities" at Deland Municipal Airport prepared by AVCON, Inc., dated December 2021, together with all plan updates, necessary design variation, exceptions, and change orders approved by the Agency." The Sponsor will comply with Aviation Program Assurances

D. Deliverable(s): Final closeout documents to be uploaded into Jacip.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored material

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 03/22

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
 CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
438416-1-94-01	DDR	088719	2022	751000	55.004	Aviation Grant Program	\$600,000.00
438416-1-94-01	DPTO	088719	2021	751000	55.004	Aviation Grant Program	\$1,445,000.00
438416-1-94-01	LF	088719	2021	751000	55.004	Aviation Grant Program	\$361,250.00
438416-1-94-01	LF	088719	2022	751000	55.004	Aviation Grant Program	\$150,000.00
Total Financial Assistance							\$2,556,250.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$2,045,000.00	\$511,250.00	\$0.00	\$2,556,250.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$2,045,000.00	\$511,250.00	\$0.00	\$2,556,250.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Allison McCuddy

Department Grant Manager Name



Signature

5/24/2022

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/22

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/22

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$2,045,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

CITY OF DELAND
Request for Commission Action
June 6, 2022

SUBJECT: Consideration re Utility Service Agreement for Caliber Collision Located at 1294 East International Speedway Boulevard.

DEPARTMENT: Utilities

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

ATTACHMENTS: Caliber Collision USA

APPROVED BY: Michael Pleus, City Manager, May 31, 2022

SUMMARY/HIGHLIGHT:

Caliber Collision is located at 1294 E. International Speedway Blvd. near the intersection of Jacobs Dairy Rd in DeLand. The proposed commercial business will include one building. The attached Utility Service Agreement contains the usual terms and conditions required by the City for utility service. No reimbursement for oversizing of offsite utilities is provided.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

At buildout, the City will receive water and impact fees and ongoing utility revenue from the one commercial building constructed at buildout.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached Utility Service Agreement for Caliber Collision.

BACKGROUND/DISCUSSION:

N/A

**UTILITY SERVICE AGREEMENT
FOR
DELAND CALIBER COLLISION**

THIS AGREEMENT is entered into this 6th day of May, 2022, between the City of DeLand (City) and VICTORY DEVELOPMENT (Developer) regarding utility service for the DeLand Caliber Collision project. In consideration of the mutual covenants and conditions in this Agreement, and subject to any necessary approval by any other governmental agency having jurisdiction, the parties agree as follows:

Section 1. City to furnish service. Upon the terms and conditions in this Agreement, and in accordance with the City's rules and regulations, the City shall provide and shall have the exclusive right to furnish potable water, domestic sewer and reuse irrigation services to the real property located at 1294 E. International Speedway Blvd in DeLand, FL and described as:

TAX PARCEL NUMBERS

700313000030

TRACT C CAMRIE ENTERPRISES INC SUBDIVISION MB 55 PGS 60-62

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

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

- One sewer force main wet tap with a 12"X12"X4" stainless steel tapping sleeve, one 4" Gate Valve, and approximately 38lf +/- of 4" PVC of HDPE piping
- One concrete vault with a 4" gate valve and a 4"X 2" reducer.
- One potable water wet tap with a 12"X12"X6" stainless steel tapping sleeve, one 6" Gate Valve, two 6" 45% bend fittings, and approximately 110 LF+/- of 6" C900 PVC or HDPE piping.
- Any other installations required in accordance with the plans and specifications for the subject development or which are otherwise required in accordance with sound utility engineering practices.

All onsite piping, valves, hydrants, fire department connections, double detector check valves, all potable mains and services beyond property line except for the potable meter, all sewer gravity

lines, 2" check valve and force main line, Lift station, irrigation well and piping shall be installed by the developer and will remain privately owned, operated and maintained in perpetuity by the property owner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VICTORY DEVELOPMENT

Bronson Reed

Name: Bronson Reed

Title: Sr Construction Manager

CITY OF DELAND

Robert F. Apgar

Mayor - Commissioner

ATTEST:

Name: _____

Secretary

[Signature]

Witness

[Signature]

Witness

ATTEST:

Julie A. Hennessy

City Clerk - Auditor

Witness

Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

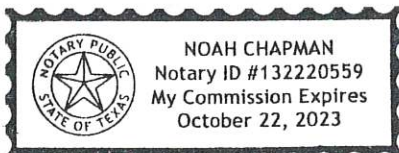
Notary Public - State of Florida

Name: _____

My Commission expires: _____

STATE OF ~~FLORIDA~~ TEXAS
COUNTY OF ~~VOLUSIA~~ DALLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6 day of May, 2022 by Bronson Reed, the Sr. Constr. Mgr. of Victory Development, LLC who is ☒ personally known to me or ☐ who has produced, _____ as identification.



[Signature]
Notary Public, State of ~~Florida~~ Texas

Name: Noah Chapman

My Commission expires: 10/22/23

CITY OF DELAND
Request for Commission Action
June 6, 2022

SUBJECT: Consideration re Change Order No. 2, 2021 Water Main Improvements.

DEPARTMENT: Utilities

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

ATTACHMENTS: Change Order No. 2, Proposal for CO. No. 2

APPROVED BY: Michael Pleus, City Manager, June 2, 2022

SUMMARY/HIGHLIGHT:

In October 2021, the City Commission awarded a bid to General Underground to construct water mains along Arlington Ave, Aquarius Ave, DeLand Highlands area, Andover St and CO#1 Green St. This work is progressing satisfactorily at this time. As the project has progressed, it has been determined that additional work needs done on another road. Based on their good work to date, we asked our current 2021 Water Main Improvement contractor to give us a price based on their current favorable bid tab.

One additional project was requested for pricing. Hayden Street currently has a small diameter line that has low pressure and extends only a short distance. This area would be brought up to city standards, with fire protection and a line extension for the full length of the road. This project is located just off Taylor Rd east of Woodland Blvd.

A favorable quote on the pricing was obtained and is attached. The quote covers purchasing of all needed supplies and labor to do the job. Piping will not be purchased by the City due to the volatility of the pipe market.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability.

SUSTAINABILITY:

Natural Resource Limits.

FISCAL IMPACT:

Approval of this Change Order No. 2 will result in an additional expenditure of \$73,980.00 for installation of six-inch pipe material and fittings required for improvements at Hayden Street. Total project expenses, including design service costs of \$157,883.50, are therefore projected to be \$1,419,658.00. Funds are available in the Water and Wastewater Trust Fund in the 2021 Water Main project account to pay for this expense. A total of \$1,775,936.00 was included in the FY 20-21 fiscal year budget for this project.

RECOMMENDATION:

Staff recommends that the City Commission approve Change Order No. 2 to approve installation an additional water main on Hayden Street for the 2021 Water Mains project.

BACKGROUND/DISCUSSION:

N/A

CHANGE ORDER NO. 2

Date: May 23, 2022
Project: 2021 Water Main Improvements
Contractor: General Underground, LLC
PO Box 870
Chiefland, FL, 32644
Description: Additional water main installation for Hayden Street

ADJUSTED SCHEDULE OF CONTRACT COSTS

Original Contract Amount.....	\$966,930.00
Change Order No. 1.....	\$220,864.50
This Change Order No. 2.....	\$73,980.00
Adjusted Contract Cost.....	\$1,261,774.50

No adjustment in contract time is made by this Change Order.

ENGINEER'S CERTIFICATION:

I hereby certify that, in my considered professional opinion, the prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding.

Ray Bahrami, P.E.
Deputy Public Service Director

Date

CONTRACTOR ACCEPTANCE:

General Underground, LLC



Chris Brown
President

5/24/2022
Date

CITY OF DELAND, FLORIDA

Robert F. Apgar
Mayor - Commissioner

Date

ATTEST:

Julie Hennessy
City Clerk

Date



General Underground LLC
PO Box 870
Chiefland, FL 32644

PO Box 315
Lake Helen, FL 32744

2021 HAYDEN ROAD WATER MAIN IMPROVEMENTS

Item No.	Item Description	Estimated Quantity	Units	Unit Price	Total
1.	Mobilization & Demobilization (Not to Exceed 5% of Items 3-24)	1	LS	\$ 4,000.00	\$ 4,000.00
2.	Indemnification	1	LS	\$ 1,500.00	\$ 1,500.00
3.	12"x 6" Tapping Sleeve & Valve (E. Taylor Rd.)		EA	\$ 5,000.00	\$ 5,000.00
4.	F&I 6" PVC Potable Water Main	40	LF	\$ 43.00	\$ 1,720.00
5.	F&I 6" HDPE Potable Water Main	700	LF	\$ 43.00	\$30,100.00
6.	F&I 8" PVC Potable Water Main	20	LF	\$ 45.00	\$ 900.00
7.	Miscellaneous Ductile Iron Fittings	500	LB	\$ 1.00	\$ 500.00
8.	F&I Fire Hydrants	2	EA	\$ 5,500.00	\$11,000.00
9.	F&I 6" Gate Valves	2	EA	\$ 1,500.00	\$ 3,000.00
10.	F&I 8" Gate Valves	1	EA	\$ 2,000.00	\$ 2,000.00
11.	Water Meter Blow Off	1	EA	\$ 3,000.00	\$ 3,000.00
12.	Concrete Sidewalk Restoration	50	SY	\$ 50.00	\$ 2,500.00
13.	Concrete Driveway Restoration	50	SY	\$ 55.00	\$ 2,750.00
14.	Asphalt Pavement Restoration	50	SY	\$ 60.00	\$ 3,000.00
15.	Dirt Road Restoration	50	SY	\$ 10.00	\$ 500.00
16.	Electronic Marker Balls Programmable	10	EA	\$ 40.00	\$ 400.00
17.	Electronic Marker Balls Non-Programmable	5	EA	\$ 22.00	\$ 110.00
18.	Record Drawings (Not less than 1% of Items 3-25)	1	LS	\$ 2,000.00	\$ 2,000.00
				TOTAL	\$73,980.00

CITY OF DELAND
Request for Commission Action
June 6, 2022

SUBJECT: Consideration re Athletic Facilities Use Agreement with Volusia County School Board Pertaining to Use of City Athletic Facilities and the Use of the DeLand Middle School Gymnasium by the City.

DEPARTMENT: City Manager

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: 34R2410-DHS - DeLand Athletic Facilities Use Agreement

APPROVED BY: Michael Pleus, City Manager, May 31, 2022

SUMMARY/HIGHLIGHT:

Approval by the City Commission of an Athletic Facilities Use Agreement with the Volusia County School Board is requested. This Agreement is for a ten-year term and replaces the prior agreement between the City and School Board for the use of the City's athletic facilities for DeLand High School (DHS) athletic events, as well as the use of the DeLand Middle School gymnasium for certain City programs. The compensation provided for the use of the facilities has been agreed to between City staff and DHS staff.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The proposed action ensures that the City is fairly compensated for the use of its City facilities and that the facilities maintenance will remain in a high-quality state for the benefit of the citizens of the City and other users, while also supporting DHS athletic events. The facility rates are included as part of the agreement.

RECOMMENDATION:

City staff recommends that the City Commission approve the proposed Athletic Facilities Use Agreement with the Volusia County School Board.

BACKGROUND/DISCUSSION:

Until recent years, the City and the School Board were engaged in a "Lease Agreement For Use Of Real Property" relating to the use of certain of the City's athletic facilities for DeLand High School student athletic events. Under the terms of the Lease, the City also paid the School Board the sum of \$100,000 for improvements to and the use of the old High School gymnasium at designated times and the following City facilities would be used for High School student athletic events during specified times: Spec Martin Stadium, Melching Field and the Sperling Sports Complex. The old High School gymnasium has become unusable as a basketball facility due, in large part, to the condition of the floor and the School Board has also disallowed the

continued use of the gymnasium by the City since the expiration of the Lease, but allowed the City to use the gymnasium at DeLand Middle School without charge. The Lease expired in 2020 amidst the coronavirus pandemic. The City has continued to allow the School Board to use the listed City athletic facilities since the expiration of the Lease, although that use had been more limited due to the pandemic. The City and the School Board entered a temporary agreement pertaining to facility usage which expires on June 30, 2022. As part of the temporary agreement the School Board was charged a discounted rate by the City. The School Board desires to continue using the City's athletic facilities and negotiations with City staff have resulted in the Athletic Facilities Use Agreement which is now proposed for approval by the City Commission. Under the terms of the proposed agreement, the City will allow the School Board to use the City's athletic facilities for DeLand High School athletic activities which includes those games and practices which are subject to the rules of the Florida High School Athletic Association. Any other use of the City's athletic facilities under the agreement would be subject to the City's regular special event permitting policies and procedures. Any additional use of the City's athletic facilities would be at times and under conditions approved by the City's Parks and Recreation Director (or other employees designated by the City Manager) and would follow the schedule and protocols that have been in effect for a number of years. Furthermore, Spec Martin Stadium may only for DeLand High School varsity football games. The agreement provides for other provisions such as invoicing procedures and a consumer price index adjustment made to the rates set forth in the exhibit to the agreement which rates will be in effect for the 2022-2023 school year. Also, the School Board will allow the use of the DeLand Middle School gymnasium at not cost to the City in consideration for the discounted prices charged to the School Board by the City for the use of the City athletic facilities. The agreement, and the past cooperative relationship of the School Board and the City in support of athletic programs at the City's sole high school, constitutes a valid public purpose for the City to enter into the agreement and to provide favorable rates for the anticipated uses.

ATHLETIC FACILITIES USE AGREEMENT

This Athletic Facilities Use Agreement (hereinafter the “Agreement”) is made and entered into by and between the City of DeLand, a Florida municipal corporation (hereinafter the “City”) whose address is 120 South Florida Avenue, DeLand, Volusia County, Florida 32720, and the SCHOOL BOARD OF VOLUSIA COUNTY, with a mailing address of Post Office Box 2118, DeLand, Florida 32721-2118 (hereinafter the “School Board”) and each a “Party” and collectively the “Parties.”

RECITALS:

Whereas, the City considers DeLand High School (hereinafter “DHS”) to be an integral part of the fabric of the DeLand community; and

Whereas, the Parties have had agreements in place for over twenty years which provided that the following City facilities would be used for DHS student athletic events during specified times: Spec Martin Stadium, Melching Field and Sperling Sports Complex (hereinafter the “City Athletic Facilities”); and

Whereas, the School Board has allowed the City to use the gymnasium at DeLand Middle School (hereinafter the “Gymnasium”) without charge since the time that the School Board disallowed the City’s continued use of the old DeLand High School gymnasium; and

Whereas, the City desires to allow the School Board to use the City Athletic Facilities under the terms set forth herein at a significantly discounted rate, as more particularly set forth in the attached Exhibit “A” and as such fees will be adjusted over time pursuant to the change in the consumer price index as set forth herein, on the basis that support of athletic programs at the City’s sole high school constitutes a valid public purpose; and

Whereas, the School Board desires to allow the City to continue to use the Gymnasium; and

Whereas, the City and the School Board desire to memorialize in this Agreement the arrangement for the use of the City Athletic Facilities and the use by the City of the Gymnasium.

Now, therefore, it is agreed by and between the Parties to this Agreement, as follows:

1. Term. The term of this Agreement shall be ten (10) years commencing on July 1, 2022 and ending on June 30, 2032.
2. Use of City Athletic Facilities. The City does hereby license and permit the School Board to use the City Athletic Facilities for DHS student athletic events. For the sake of clarity,

“DHS student athletic events” are those games and practices which are subject to the rules of the Florida High School Athletic Association. Any other use of the City’s Athletic Facilities by the School Board or DHS shall be accomplished through the City’s regular special event permitting procedures. The use of the City Athletic Facilities will be at the times and under conditions approved by the City’s Parks and Recreation Director or such other person appointed by the City and will follow the schedule and protocols that have been in effect for a number of years as of the date of execution of this Agreement. Furthermore, Spec Martin Stadium shall be used only for DHS varsity football games. The City will invoice the School Board for the use of the City Athletic Facilities three (3) times each school year during the term of this Agreement, which will be within thirty (30) days following the end of the fall, winter and spring DHS sports seasons. Each of the three invoices shall be based upon facilities and personnel usage for the immediately preceding sports season and shall be based upon the rates set forth in the attached Exhibit “A”. The charges set forth in Exhibit “A” shall be valid for the 2022-2023 school year. The rates set forth in Exhibit “A” shall be adjusted each school year thereafter during the term of this Agreement based upon the change in the Consumer Price Index for All Urban Consumers (hereinafter “CPI”). The adjustment shall be made by multiplying the rates set forth in Exhibit “A” by the change in CPI for the month of May of the prior calendar year to the current year’s month of May.

3. Use of DeLand Middle School Gymnasium. The School Board does hereby license and permit the City to use the Gymnasium at the times and under the conditions approved by the Principal of DeLand Middle School, or by such other person designated for that purpose by the School Board and will follow the schedule and protocols that have been in effect as of the date of execution of this Agreement. No sum shall be due from the City for the use of this facility in light of the fact that it provides some of the consideration for the deeply discounted prices related to the use of the City Athletic Facilities.
4. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of the sovereign immunity of the School Board or the City. Furthermore, nothing in this Agreement shall be deemed to make either Party an agent of the other, and each Party shall be solely liable for its own actions in the use of the other Party’s facilities, and for any claims arising out of such use.
5. No Intended Third-Party Beneficiaries. There are no intended third-party beneficiaries and no entity other than the School Board and the City may enforce the terms of this Agreement.
6. Agreement Not Assignable. Neither the City nor the School Board may assign this Agreement nor any rights granted hereunder.
7. No Leasehold or Other Interests Granted. Neither Party is granted any leasehold or other interest in the facilities of the other Party pursuant to this Agreement.

8. Binding Nature of this Agreement. This Agreement shall inure to the benefit of the parties hereto and the subject property, and shall be binding upon any person, firm, or corporation that may become a subsequent owner, successor in interest or assign, directly or indirectly, of the subject property or any portion thereof.
9. Severability. In the event that a provision of this Agreement is found to be unenforceable, a court shall construe the remaining provisions to have maximum effect and be individually severable.
10. Amendments. This Agreement may be amended solely by a writing expressly purporting to create an amendment to this Agreement and executed by an authorized representative of each Party.
11. Entire Agreement. The Parties agree that this Agreement shall constitute the complete and exclusive agreement between the City and the School Board, and supersedes all prior or contemporaneous contracts and communications, oral or written, relating to the subject matter hereof.
12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.
13. Miscellaneous. The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended to explain, modify or place any construction or limitation upon any of the provisions of this Agreement. No term, provision or clause of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing executed by a duly authorized representative of the party to be bound thereby.

***** Signatures on following page *****

ATTEST:

SCHOOL BOARD OF VOLUSIA COUNTY

By: _____
Name: Rachel B. Hazel
Title: Superintendent
Dated: _____

By: _____
Name: Ruben Colón
Title: Chairman
Dated: _____

ATTEST:

CITY OF DELAND

By: _____
Name: Julie A. Hennessy
Title: City Clerk
Dated: _____

By: _____
Name: Robert F. Apgar
Title: Mayor
Dated: _____

EXHIBIT A

Schedule of Charges-Per Game / Event

Spec Martin Stadium

charges per game

- RENT: **\$750**

Includes facility use and attendant supplies and services related chalk/paint/toiletries/cleaning supplies/etc.
- OPTIONS: **\$1000**
 - SUITES: \$500
 - VIDEOBOARD: \$500 (\$400 if renter supplies operator)
- LIGHTS: **\$250**
- STAFF: **T.B.D.**
 - The City's Department of Parks and Recreation will determine how many staff members are required for each event. Crowd size expectations, opponents, activity, areas and options rented will be some factors used to determine how many staff would be needed.
 - \$30 per manhour (\$60 on holidays)
EXAMPLE: If five staff members are needed for 6.5 hours each the estimated charge for staff would be \$975.00.

Conrad Park

- RENT: **\$125**

Includes facility use and attendant supplies and services related chalk/paint/toiletries/cleaning supplies/etc.
- OPTIONS: **\$0**
 - No options available
- LIGHTS: **\$75**
- STAFF: *(Estimated with one staff member for 5-hours)* **\$150**
 - DPR will dictate how many staff members are required for any event that occurs at one of our venues. Crowd size expectations, opponents, activity, areas and options rented will be some factors used to determine how many staff would be needed.
 - \$30 per manhour (\$60 on holidays)
EXAMPLE: If one staff member is needed for 5 hours the estimated charge for staff would be \$150.00.

SSC: BASEBALL - GAMES

- RENT: **\$50**
Includes facility use and attendant supplies and services related chalk/paint/toiletries/cleaning supplies/etc.
- OPTIONS: **\$0**
 - No options available
- LIGHTS: **\$40**
- STAFF: *(Estimated with one staff member for 5-hours)* **\$150**
 - DPR will dictate how many staff members are required for any event that occurs at one of our venues. Crowd size expectations, opponents, activity, areas and options rented will be some factors used to determine how many staff would be needed.
 - \$30 per manhour (\$60 on holidays)
EXAMPLE: If one staff member is needed for 5 hours the estimated charge for staff would be \$150.00.

SSC: BASEBALL PRACTICES

- RENT: **\$0**
Includes facility use and attendant supplies and services related chalk/paint/toiletries/cleaning supplies/etc.
- OPTIONS: **\$0**
 - No options available
- LIGHTS: **\$50**
- STAFF: *(Estimated with one staff member for 3-hours)* **\$90**
 - DPR will dictate how many staff members are required for any event that occurs at one of our venues. Crowd size expectations, opponents, activity, areas and options rented will be some factors used to determine how many staff would be needed.
 - \$30 per manhour (\$60 on holidays)
EXAMPLE: If one staff member is needed for 3 hours the estimated charge for staff would be \$90.00.

SSC: MULTIPURPOSE SOCCER/FLAG FOOTBALL

- RENT: **\$60**
Includes facility use and attendant supplies and services related chalk/paint/toiletries/cleaning supplies/etc.
- OPTIONS: **\$0**
 - No options available
- LIGHTS: **\$40**
- STAFF: *(Estimated with one staff member for 3-hours)* **\$90**
 - DPR will dictate how many staff members are required for any event that occurs at one of our venues. Crowd size expectations, opponents, activity, areas and options rented will be some factors used to determine how many staff would be needed.
 - \$30 per manhour (\$60 on holidays)
EXAMPLE: If one staff member is needed for 3 hours the estimated charge for staff would be \$90.00.

SSC: STADIUM SOCCER/FLAG FOOTBALL

- RENT: **\$250**
Includes facility use and attendant supplies and services related chalk/paint/toiletries/cleaning supplies/etc.
- OPTIONS: **\$0**
 - No options available
- LIGHTS: **\$50**
- STAFF: *(Estimated with one staff member for 3-hours)* **\$90**
 - DPR will dictate how many staff members are required for any event that occurs at one of our venues. Crowd size expectations, opponents, activity, areas and options rented will be some factors used to determine how many staff would be needed.
 - \$30 per manhour (\$60 on holidays)
EXAMPLE: If one staff member is needed for 3 hours the estimated charge for staff would be \$90.00.

SSC: ENTIRE COMPLEX XC-practice

- RENT: **\$0**
Includes facility use and attendant supplies and services related chalk/paint/toiletries/cleaning supplies/etc.
- OPTIONS: **\$0**
 - No options available
- LIGHTS: **\$0**
- STAFF: *(Estimated with zero staff member for 0-hours)* **\$0**
 - DPR will dictate how many staff members are required for any event that occurs at one of our venues. Crowd size expectations, opponents, activity, areas and options rented will be some factors used to determine how many staff would be needed.
 - \$30 per manhour (\$60 on holidays)
EXAMPLE: If a staff member isn't needed the estimated charge for staff would be \$0.00.

SSC: ENTIRE COMPLEX XC-MEET

- RENT: **\$195**
Includes facility use and attendant supplies and services related chalk/paint/toiletries/cleaning supplies/etc.
- OPTIONS: **\$0**
 - No options available
- LIGHTS: **\$0**
- STAFF: *(Estimated with one staff member for 6.5-hours)* **\$195**
 - DPR will dictate how many staff members are required for any event that occurs at one of our venues. Crowd size expectations, opponents, activity, areas and options rented will be some factors used to determine how many staff would be needed.
 - \$30 per manhour (\$60 on holidays)
EXAMPLE: If one staff member is needed for 6.5 hours the estimated charge for staff would be \$195.00.

CITY OF DELAND
Request for Commission Action
June 6, 2022

SUBJECT: First Reading of Ordinance Annexing 6.73 Acres of Property Located on the East Side of South Blue Lake Avenue, South of Saffron Trail. (The Oaks).

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: Ordinance, Exhibit A - Legal Description, Exhibit B - Map, AN22-066 The Oaks Community Staff Report, AN22-066 Survey, AN22-066 Aerial Map, AN22-066 Zoning Map

APPROVED BY: Michael Pleus, City Manager, May 31, 2022

SUMMARY/HIGHLIGHT:

This request is for approval annexing the 6.73 acre parcel into the City of DeLand, to be combined with The Oaks Community to the north. The subject property would be "Phase V" of the development. At the April 20, 2022 meeting, the Planning Board recommended approval of the annexation.

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 identity and governmental efficiency, an annexation 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 the annexation of this property into the City limits of DeLand.

BACKGROUND/DISCUSSION:

The applicant is requesting to annex the subject property into the City with the intention of combining the parcel with The Oaks Community to the north, a multi-phase mobile home development. The applicant has applied for a land use amendment and a PD rezoning (SMLU22-067 and Z22-040). Volusia County staff supports the annexation as it will reduce an existing enclave. The second reading will be delayed until the land use application has been reviewed and approved by the VGMC.

ORDINANCE NO. 2022 -

**AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA,
ANNEXING A PARCEL OF LAND TOTALING APPROXIMATELY +/-
6.73 ACRES OF PROPERTY LOCATED ON THE EAST SIDE OF SOUTH
BLUE LAKE AVENUE, SOUTH OF SAFFRON TRAIL; AMENDING CITY
BOUNDARIES TO INCLUDE THE ANNEXED PROPERTIES;
AFFIRMING COMPLIANCE WITH STATUTORY PROCEDURE; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Petitioner, Michael Woods, Esq, on behalf of the owner, Amicorp, Inc., submitted a petition for annexation of approximately +/- 6.73 acres of land located on the east side of South Blue Lake Avenue, south of Saffron Trail; and

WHEREAS, the parcel to be annexed is undeveloped and heavily wooded; and

WHEREAS, the area to be annexed is contiguous to the boundaries of the City of DeLand to the north and to the east, Volusia County is agreeable to the request as it will reduce the size of the enclave, if annexed, is reasonably compact, is not circuitous, and otherwise meets the requirements of *Chapter 171, Florida Statutes*.

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

Section 1. The following described land in Volusia County, Florida, for which a petition for annexation has been received from the Petitioner, Michael Woods, Esq., on behalf of the owner, Amicorp, Inc., totaling approximately +/- 6.73 acres, located on the east side of South Blue Lake Avenue, south of Saffron Trail is hereby annexed and made part of the City of DeLand, subject to the jurisdiction, obligations, benefits and privileges of property within the municipality:

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

Parcel Identification No. 701400000216

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 ____ P.M., on _____, 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 ____ day of _____, 2022.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

DESCRIPTION: (PARCEL 2)

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7201, PAGE 4186, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND LYING IN SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

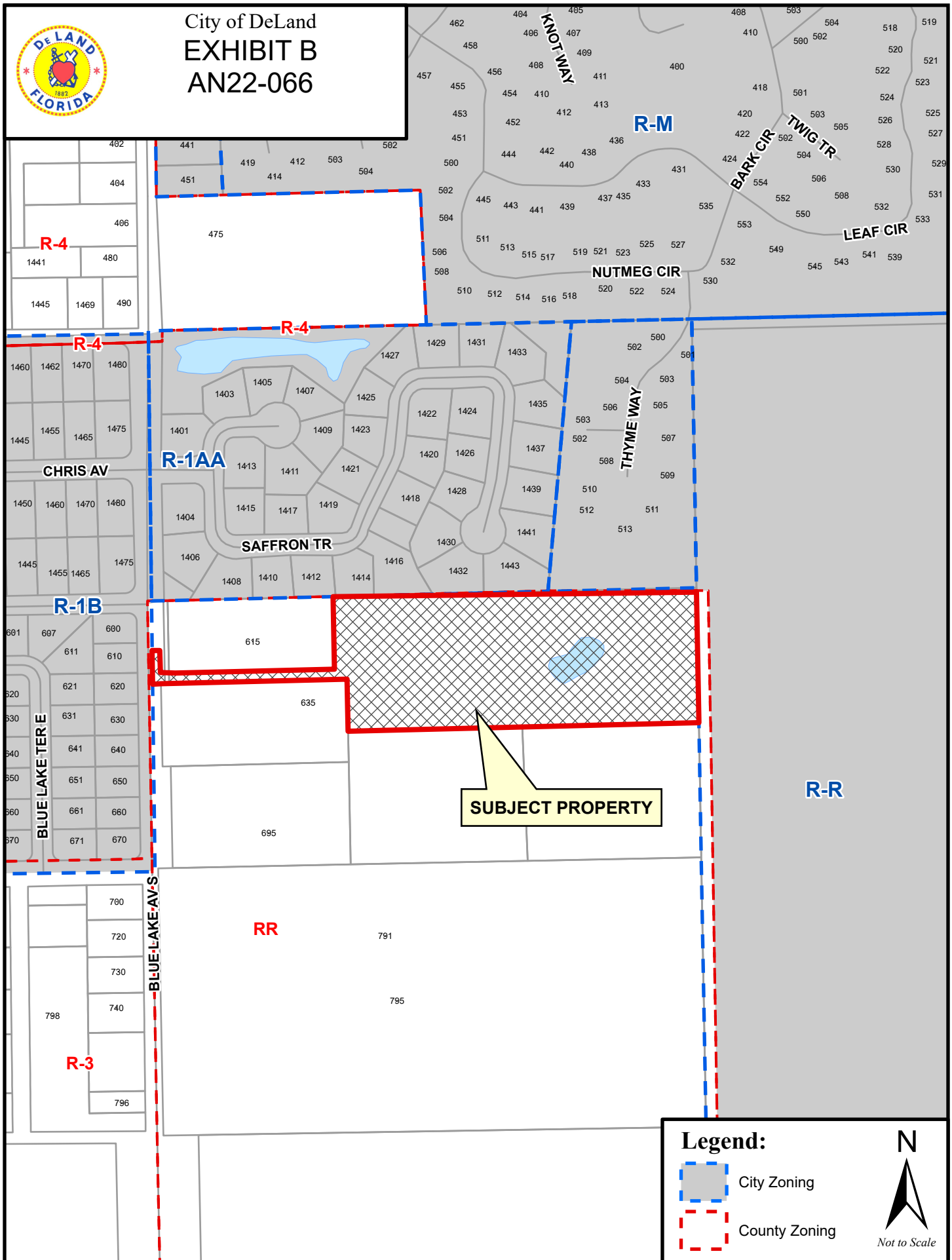
COMMENCE AT THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7201 AT PAGE 4186;

THENCE RUN N88°30'37"E ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7201 AT PAGE 418 A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE RUN N01°12'09"W ALONG A LINE PARALLEL WITH AND 10.00 FEET EAST OF THE WEST LINE OF THOSE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7201, PAGE 4186, A DISTANCE OF 100.00 FEET; THENCE RUN N88°30'37"E A DISTANCE OF 40.00 FEET; THENCE RUN S01°12'09"E A DISTANCE OF 75.00 FEET; THENCE RUN N88°30'37"E A DISTANCE OF 400.00 FEET; THENCE RUN N01°12'09"W A DISTANCE OF 175.00 FEET TO A POINT ON THE NORTH LINE OF OFFICIAL RECORDS BOOK 7201, PAGE 4186; THENCE RUN N88°30'30"E, ALONG THE NORTH LINE OF SAID OFFICIAL RECORDS BOOK 7201, PAGE 4186, A DISTANCE OF 857.13 FEET TO A POINT ON THE EAST LINE OF OFFICIAL RECORDS BOOK 7201, PAGE 4186; THENCE RUN S01°08'34"E ALONG THE EAST LINE OF SAID OFFICIAL RECORDS BOOK 7201, PAGE 4186, A DISTANCE OF 325.84 FEET; THENCE RUN S88°30'37"W ALONG THE SOUTH LINE OF SAID OFFICIAL RECORDS BOOK 7201, PAGE 4186 A DISTANCE OF 856.78 FEET; THENCE RUN N01°12'09"W A DISTANCE OF 125.84 FEET; THENCE RUN S88°30'37"W ALONG THE SOUTH LINE OF SAID OFFICIAL RECORDS BOOK 7201, PAGE 4186 A DISTANCE OF 440.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 6.73 ACRES.



City of DeLand
EXHIBIT B
AN22-066



**PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD**

April 20, 2022

APPLICATION: AN22-066

1. **Requested Action:** Annexation of property located in unincorporated Volusia County into the City limits of DeLand
2. **Location:** East side of S. Blue Lake Ave., south of Saffron Trail
3. **Petitioner:** Mr. Michael Woods, Esq., Cobb Cole
4. **Owner:** Amicorp, Inc.
5. **Size of parcel(s):** ± 6.73 acres
6. **Parcel ID:** 7014-00-00-0216
7. **Land Use Designation & Zoning of Subject Property:**

Future Land Use: Volusia County: Urban Low Intensity

Existing Zoning: Volusia County: RR – Rural Residential

Existing Use: Undeveloped

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

	LAND USE	ZONING
North:	LDR	R-1AA; The Oaks PD
South:	VC: Urban Low Intensity	VC: Rural Residential
East:	LDR	RR
West:	LDR	R-1B

9. **Physical Characteristics:** The proposed annexation consists of ± 6.73 acres, as well as the eastern half of the S. Blue Lake Ave. right-of-way. The subject property appears to contain wetlands and to be slightly impacted by FEMA flood zone A. The parcel is undeveloped and heavily wooded. Road frontage for the subject property consists of ± 100 linear ft. along S. Blue Lake Ave.

10. Public Services & Utilities: The City's Utilities Department states that the closest city water and sewer mains are found within the S. Blue Lake Ave. right-of-way or internally, in The Oaks development. The property is located within Police Patrol Zone 5, and service is available to the site with an approximate response time of 5 minutes. The Fire Department confirmed that adequate fire protection can be provided, with an approximate response time of less than 5 minutes. The County of Volusia has indicated that there are no code enforcement actions or liens associated with this property.

11. Growth Management Plan Consistency: An application for a change in land use (SMLU-22-067) has been submitted to amend the future land use from Volusia County Urban Low Intensity (ULI) to the City's Urban Low Intensity (ULI) designation. Additionally, an application for a zoning change (Z22-040) from Volusia County RR (Rural Residential) to The Oaks PD (Planned Development) has also been submitted, to ultimately be combined with the existing mobile home development. To the north of the subject property is the Silver Ridge of DeLand residential subdivision which consists of 100-ft. wide parcels, as well the existing Oaks mobile home development. Immediately to the south of the subject property are parcels ranging from 2-3 acres in size, which are partially wooded and appear to be used for agricultural purposes. To the east is 104-acre parcel which is mostly wooded and undeveloped.



To the west the S. Blue Lake Ave. right-of-way which ranges in width from approximately 55'-75' wide, followed by the Blue Lake Heights residential subdivision, with 75' wide lots and parcels approximately 7,500 sq. ft. each.

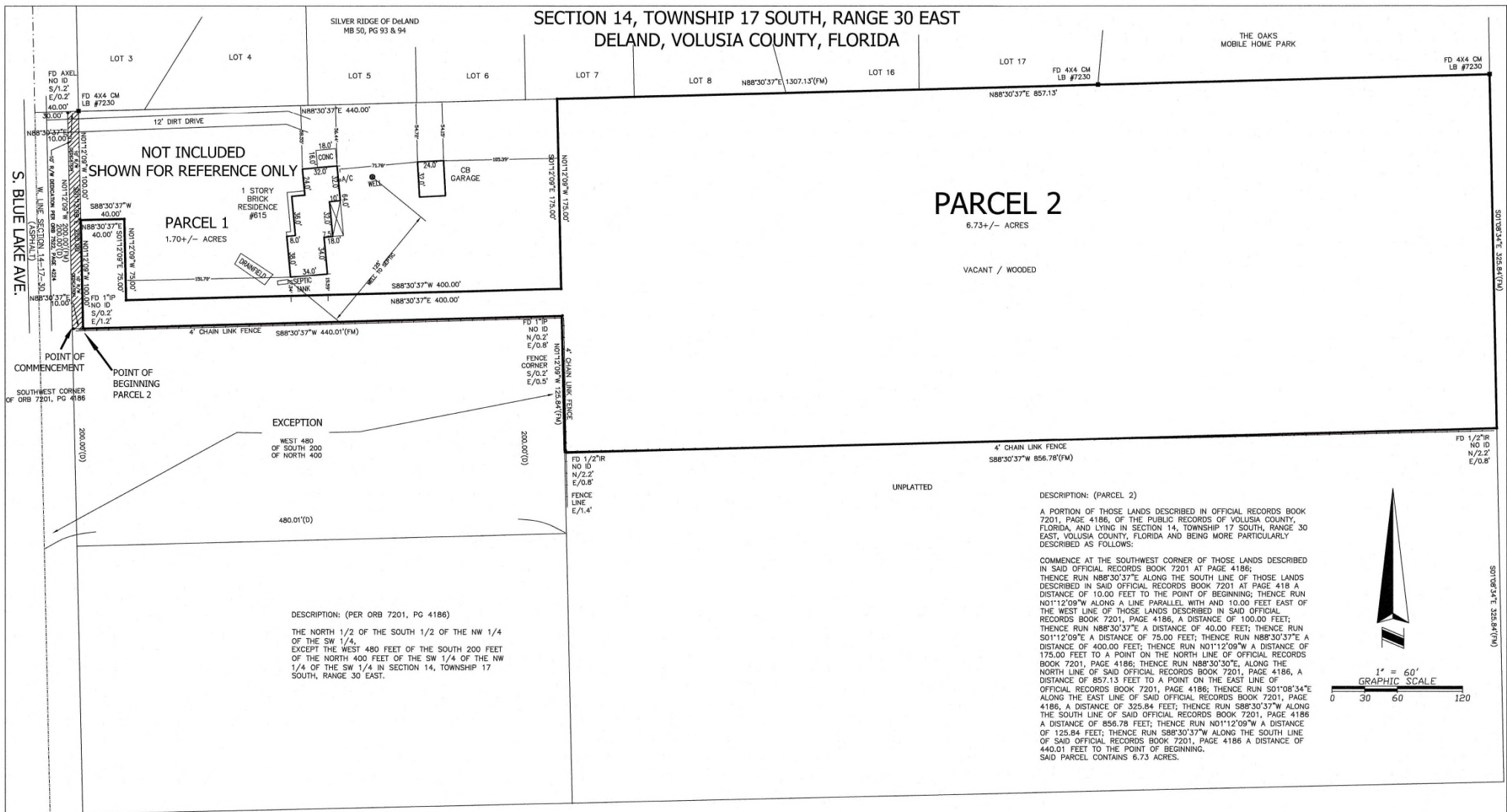
12. Analysis: The City's guidelines for annexation require a property be sufficiently contiguous to property already within the city limits and to be accessible to public services provided. In addition, the State requires the property be reasonably compact, not circuitous, and does not create an enclave. The subject property is contiguous to the City of DeLand, is reasonably compact and is not circuitous. However, the subject property is currently located inside an existing enclave of County jurisdiction. The requested annexation will reduce the enclave and will not adversely impact the provisions of governmental services. The parcel is contiguous to the north by ± 857 ft., and to the east by ± 325 ft.

Recommendation: The annexation of this property reduce an enclave; therefore, Staff recommends that the Planning Board forward this annexation petition to the City Commission, with a recommendation for approval.

AN22-066
Page 3 of 3

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.

L:\P\SR\2021\SR-AN22-066 The Oaks Community PD.docx



EFIRD SURVEYING GROUP, INC.

475 S. BLUE LAKE AVENUE
DELAND, FLORIDA 32724

PHONE: (386) 740-4144 FAX: (386) 740-4155

WEBSITE: www.efirdsurveying.com

e-mail: larry@efirdsurveying.com

Certificate Of Authorization Licensed Business Number 7230

Boundary Survey

Survey Date:
6/21/2021

Drawing Number:
21-0499

Scale: 1"=60'
Drawn By: LE JR

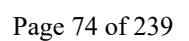
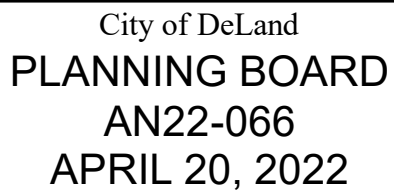
For:

AMICORP, INC.

I HEREBY CERTIFY THIS SURVEY DRAWING TO BE CORRECT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND COMPLETES IN FORM WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS BY CHAPTER 473, F.S., PURSUANT TO SECTION 473.027, FLORIDA STATUTES.

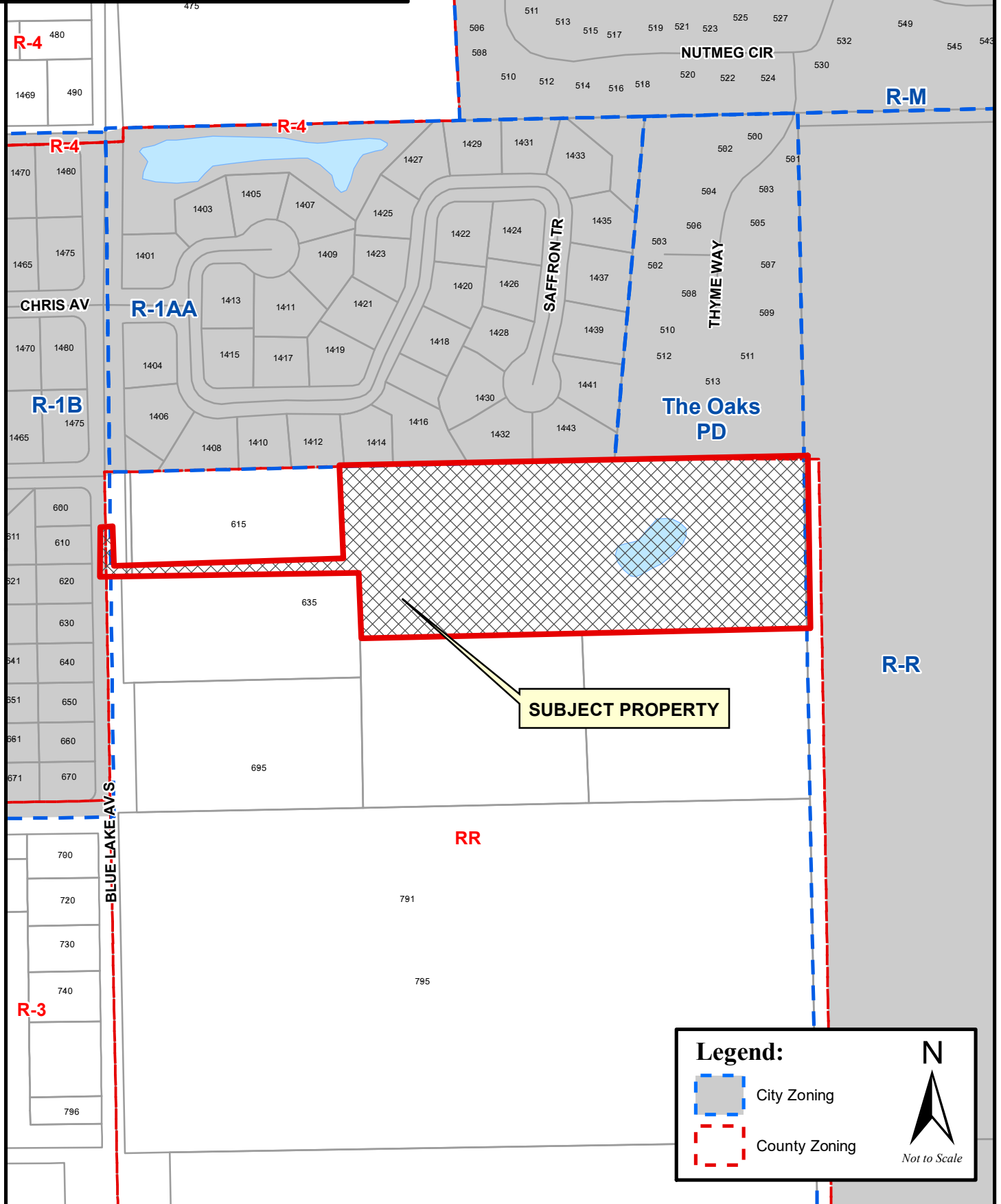
NO. 5823

LARRY R. EFIRD, JR.
Professional Surveyor & Mapper No. 5823





City of DeLand
PLANNING BOARD
AN22-066
APRIL 20, 2022



CITY OF DELAND
Request for Commission Action
June 6, 2022

SUBJECT: First Reading of Ordinance Changing the Land Use from Volusia County Urban Low Intensity to City of DeLand Urban Low Intensity for 6.73 Acres of Property Located on the East Side of South Blue Lake Avenue, South of Saffron Trail. (The Oaks).

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: Ordinance, Exhibit A - Legal Description, SMLU22-067 Staff Report, SMLU22-067 Current Land Use Map, SMLU22-067 Proposed Land Use Map, SMLU22-067 Zoning Map, SMLU22-067 Aerial Map

APPROVED BY: Michael Pleus, City Manager, May 31, 2022

SUMMARY/HIGHLIGHT:

Proposed small scale future land use amendment for Phase V of The Oaks Community mobile home development to the north. The application is to change the Volusia County designation of Urban Low Intensity to the City's Urban Low Intensity designation. The maximum density of 4 dwelling units per acre does not increase with the land use change from County ULI to City ULI. The Planning Board recommended approval of the land use change at their April 20, 2022 meeting. The applicant has also submitted applications to annex the subject property and to rezone the entire Oaks community into a cohesive development by combining all the previous phases. The second reading should be delayed until the application is reviewed by the Volusia Growth Management Commission.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Phase V of The Oaks development, once added to the City's tax rolls, will increase funds towards City services.

RECOMMENDATION:

It is recommended that the City Commission approve the land use amendment from Volusia County Urban Low Intensity to City of DeLand Urban Low Intensity and direct staff to transmit the application to VGMC for their review and approval.

BACKGROUND/DISCUSSION:

The requested land use amendment will be Phase V of The Oaks mobile home community. The applicant

intends on combining the subject property with the other four phases, combining the entire development under one PD that includes all five phases. The requested land use designation of Urban Low Intensity will maintain the existing residential density. The applicant has also applied for annexation of the property, as well as a PD rezoning to create the overall residential mobile home development (AN22-066, Z22-040).

ORDINANCE NO. 2022 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF DELAND, BY CHANGING THE LAND USE DESIGNATION OF CERTAIN PROPERTY LOCATED ON THE EAST SIDE OF SOUTH BLUE LAKE AVENUE, SOUTH OF SAFFRON TRAIL; FROM VOLUSIA COUNTY'S URBAN LOW INTENSITY FUTURE LAND USE DESIGNATION TO CITY OF DELAND'S URBAN LOW INTENSITY FUTURE LAND USE DESIGNATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the Act allows each local government to approve comprehensive plan amendments related to small scale development activities at any time during the year under certain conditions; and

WHEREAS, the Act permits small area amendments to be approved without regard to statutory limits on the frequency of comprehensive plan amendments as long as:

1. The proposed amendment is a land use of 50 acres or less; and
2. The cumulative effect of the above condition does not exceed 120 acres annually; and

WHEREAS, the City Commission adopted a comprehensive plan for the future growth and development of the City pursuant to Ordinance No. 90-4, as amended, (hereinafter the "Comprehensive Plan"); and

WHEREAS, the City Commission has received a request to amend the Comprehensive Plan by changing the land use designation of approximately 6.73 +/- acres of land located on the east side of South Blue Lake Avenue, south of Saffron Trail; from Volusia County's Urban Low Intensity land use designation to City of DeLand's Urban Low Intensity future land use designation; and

WHEREAS, the Planning Board held a public hearing, after due public notice, for the purpose of recommending the adoption of the proposed Comprehensive Plan amendment; and

WHEREAS, the City Commission held a public hearing after due public notice, in accordance with F.S. §163.3184(11), for the purpose of transmitting the proposed Comprehensive Plan amendment to the Volusia Growth Management Commission and the Florida Department of Economic Opportunity.

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

Section 1. The City Commission hereby amends the Future Land Use Map for the incorporated area by changing the land use designation of that certain parcel of land located on the east side of South Blue Lake Avenue, south of Saffron Trail; consisting of approximately 6.73 +/- acres of land from Volusia County's Urban Low Intensity Future Land Use designation

to City of DeLand's Urban Low Intensity Future Land Use designation, as more particularly described in the Exhibit "A" attached hereto and by this reference made a part hereof.

Section 2. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. The effective date of this Ordinance shall be the later date of the following events: (1) the date of issuance of a certificate of consistency or conditional certificate of consistency with regard to the land use designation of the subject property by the Volusia Growth Management Commission; (2) thirty-one (31) days after its adoption by the City Commission; or (3) if properly challenged by an affected person, after the state land planning agency or the Administration Commission, respectively, issues a final order determining this adopted small scale development amendment to be in compliance. No development orders, development permits or land uses dependent on this Ordinance may be issued or commence before it has become effective.

PASSED AND DULY ADOPTED this ____ day of _____, 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

DESCRIPTION: (PARCEL 2)

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7201, PAGE 4186, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND LYING IN SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7201 AT PAGE 4186;

THENCE RUN N88°30'37"E ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7201 AT PAGE 418 A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE RUN N01°12'09"W ALONG A LINE PARALLEL WITH AND 10.00 FEET EAST OF THE WEST LINE OF THOSE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7201, PAGE 4186, A DISTANCE OF 100.00 FEET; THENCE RUN N88°30'37"E A DISTANCE OF 40.00 FEET; THENCE RUN S01°12'09"E A DISTANCE OF 75.00 FEET; THENCE RUN N88°30'37"E A DISTANCE OF 400.00 FEET; THENCE RUN N01°12'09"W A DISTANCE OF 175.00 FEET TO A POINT ON THE NORTH LINE OF OFFICIAL RECORDS BOOK 7201, PAGE 4186; THENCE RUN N88°30'30"E, ALONG THE NORTH LINE OF SAID OFFICIAL RECORDS BOOK 7201, PAGE 4186, A DISTANCE OF 857.13 FEET TO A POINT ON THE EAST LINE OF OFFICIAL RECORDS BOOK 7201, PAGE 4186; THENCE RUN S01°08'34"E ALONG THE EAST LINE OF SAID OFFICIAL RECORDS BOOK 7201, PAGE 4186, A DISTANCE OF 325.84 FEET; THENCE RUN S88°30'37"W ALONG THE SOUTH LINE OF SAID OFFICIAL RECORDS BOOK 7201, PAGE 4186 A DISTANCE OF 856.78 FEET; THENCE RUN N01°12'09"W A DISTANCE OF 125.84 FEET; THENCE RUN S88°30'37"W ALONG THE SOUTH LINE OF SAID OFFICIAL RECORDS BOOK 7201, PAGE 4186 A DISTANCE OF 440.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 6.73 ACRES.

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

April 20, 2022

A. APPLICATION NO.: SMLU22-067

APPLICANT: Mr. Michael Woods, Esq., Cobb Cole (for AMICORP Inc., owner)

REQUEST: To amend the land use designation from Volusia County Urban Low Intensity to City of DeLand's Urban Low Intensity

B. SITE FACTORS:

Location: located on the east side of S. Blue Lake Ave., south of Saffron Ave.

Parcel ID #: 7014-00-00-0216

Parcel Size: ± 6.73 acres

Land Use: Volusia County Urban Low Intensity

Existing Use: Vacant, undeveloped

	SURROUNDING USE:
North:	Low Density Residential [single-family]
South:	VC Urban Low Intensity [single-family]
East:	Low Density Residential; [undeveloped]
West:	Low Density Residential [single-family]

C. REQUESTED ACTION & HISTORY:

1. REQUEST: The applicant is requesting the future land use designation be amended for a parcel located on the east side of S. Blue Lake Ave., south of Saffron Ave. They are requesting a change from Volusia County's Urban Low Intensity designation, to the City of DeLand's Urban Low Intensity. The parcel is currently vacant and undeveloped.

The Applicant has also petitioned for annexation (AN22-066) and is requesting a rezoning of the property to Planned Development. (Z22-040)

2. CHRONOLOGY OF PAST EVENTS: The subject property is located within unincorporated county, and has remained vacant and undeveloped.

D. ALTERNATIVES & ANALYSIS:

The purpose of this section is to analyze the reasonableness of the applicant's request for an amendment of the land use designation for the subject property. This analysis will include a description of the current and future land uses of the site and the surrounding area, potential impacts on the transportation system, and any significant adverse environmental impacts.

1. Availability of Public Facilities (water, sewer, solid waste, drainage, traffic, recreation, and schools if residential):

The City's Utilities Department states that there is an 8" water main running along S. Blue Lake Ave., adjacent to the subject property; and a 6" main internally serving The Oaks community. An 8" gravity sewer main is also available through an internal connection with The Oaks.

A Traffic Impact Analysis is not required for the subject property due to the project size.

The change in designation will not generate a new demand for recreation.

Volusia County already 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. Per the City of DeLand Comprehensive Plan, Urban Low Intensity land use designation is typified by areas for suburban density residential dwelling units. These units may include detached single-family dwelling units, both conventional built on-site, or factory-built and manufactured housing units. Residential uses are limited to a maximum density of 4 dwelling units per gross acre. The subject property, situated between single-family homes to the north and west, and higher-density mobile/manufactured homes to the northeast, serves as a transition area between the two types of densities.



- 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 property does not appear to contain bodies of water, however the County's interactive map shows that there may be a portion of property that lines within a designated floodplain and/or wetland.

5. Analysis of Natural Resources:

- a. Soil types:*
Astatula Fine Sand, 0-8% slope
Immokalee sand, depressional
- b. Presence of Endangered Species:* None known of at this time.

6. Existing and Future Impact upon Infrastructure Capacity:

- a. Water* – The City’s Utility Department indicates sufficient water supply is available for the proposed use.
 - b. Sewer* – The City’s Utility Department has indicated sufficient existing capacity.
 - c. Drainage* – The City adheres to the County’s 100-year frequency, 24-hour storm event standard for landlocked basins. Stormwater capture for future development will be addressed on-site.
 - d. Solid Waste* – Solid waste services are available for the property.
 - e. Transportation* – Staff estimates traffic generation will only increase by **135** calculated trips per day under the proposed designation, according to Trip Generation by the Institute of Transportation Engineers. (8th ed.), or by only **19** based on the proposed project/use. Per 2019 Volusia County Traffic Counts, this segment of S. Blue Lake Ave., from E. Voorhis Ave. to Beresford Ave. has a current Daily LOS of “C”, and an Allowable LOS of “E”.
 - f. Fire/Rescue Service* – The City can provide an adequate LOS of Fire/Rescue service.
 - g. Police Service* - The City can provide an adequate LOS of Police protection.
- 7. Impact upon Recreation and Open Space:** No need for new recreational facilities is anticipated.
- 8. New Public Facilities Needed to Serve Land Use:** No need for new public facilities is anticipated.
- 9. Impact Upon Existing Deficiencies:** As identified in the City's Comprehensive Plan, drainage is the only existing deficiency within the City. Any future development on this site will be required to manage its own stormwater.
- 10. Impact upon Ability of the City to Fund Capital Improvements:** The development should not create an additional impact upon the City's ability to fund the projects listed in the adopted Five-Year Capital Improvement Program.
- 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 classification will be amended upon approval of the land use amendment to a compatible planned development.
 13. **Will the proposed land use change impact schools?** The proposed units are age-restricted; no impact to schools is anticipated.
 14. **How does this proposal fit with the guidelines developed for DeLand 2050 and the City's Strategic Plan?**
 - a. Located in Urban Core (Category 2) – i.e. “where the majority of the new, higher intensity growth will take place.” – *Consistent*
 - b. DeLand 2050 Land Use Guidelines:
 4. “Accept styles of housing other than single family dwellings to accommodate the shift in demographics where there will be fewer households with children and provide for households with adult children or aging parents.– *Consistent; mobile homes are proposed for the property which will serve an age-restricted community.*
- E. **CONCLUSION:** The Applicant is proposing an amendment to the land use designation to bring the property into the City in order to expand the adjacent mobile home park and connect with City utilities. The proposed designation is acceptable as presented and is consistent with the development pattern of the surrounding area.
- F. **STAFF RECOMMENDATION:** Staff recommends approval of the proposed amendment of the subject property's future land use designation to Urban Low Intensity.

G. VGMC INFRASTRUCTURE IMPACT ASSESSMENT:

In accordance with standard practice from the Florida Department of Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical maximum development potential under the currently adopted future land use designation versus the proposed designation.

The following seven public facilities and services were examined: (Table 4)

- | | |
|-------------------|------------------------|
| 1. 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	Proposed Future Land Use	Net Change
	Theoretical Maximum		
Dwelling Units	27	27	0
1. Population	70	70	0
2. PM Peak Hour Trips/Daily Trips	16/135	16/135	0/0
3. Sanitary Sewer (gallons/day)	5,400	5,400	0
4. Potable Water (gallons/day)	8,100	8,100	0
5. Solid Waste (pounds/day)	87	87	0
6. Stormwater Drainage	N/A	N/A	N/A
7. Recreation/Open Space	0.19	.19	0

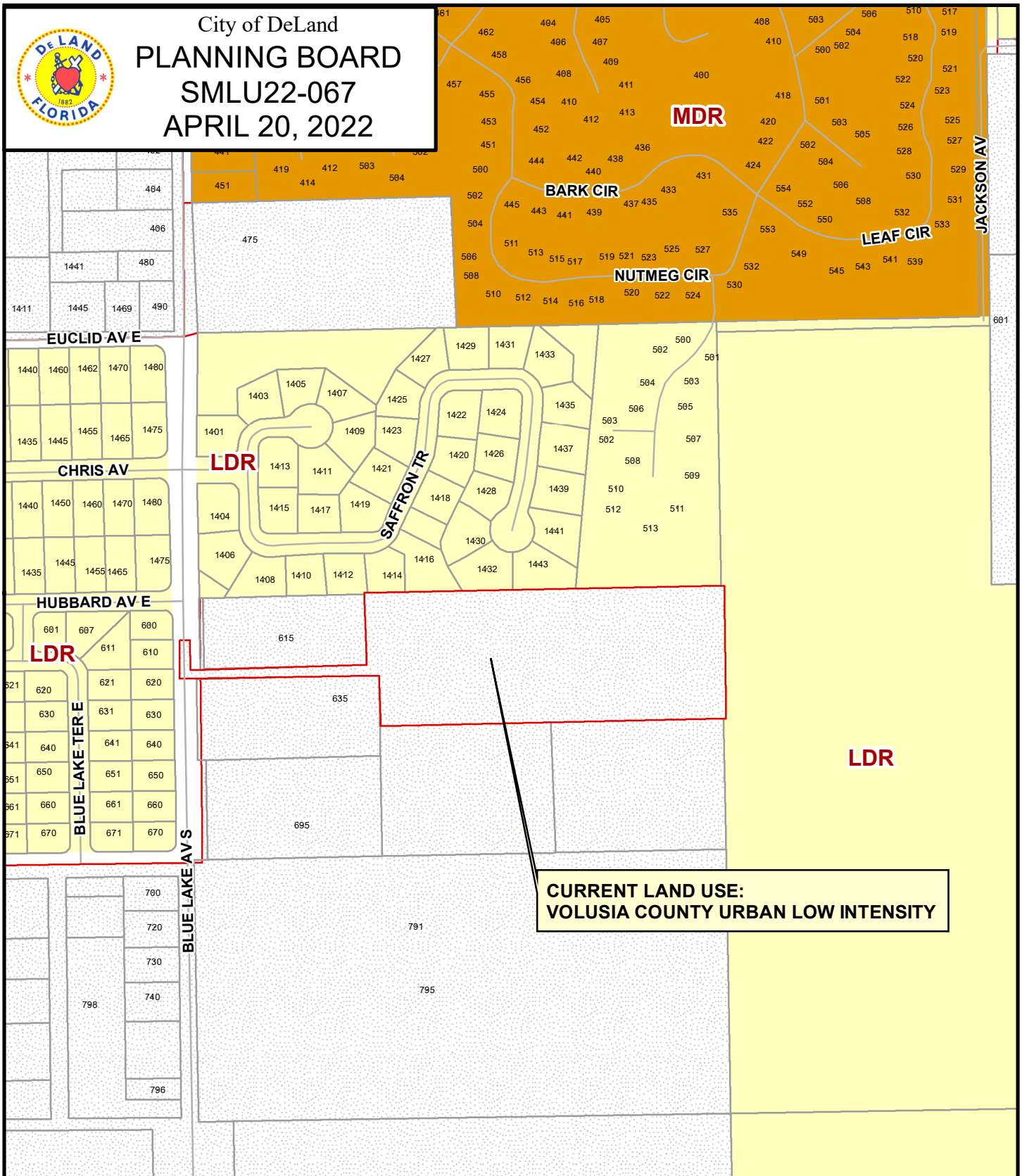
Notes:

- | | |
|-------------------------|---|
| 1. Population: | 2.58 persons per household (per 2010 Census) |
| 2. Transportation: | ITE Trip Generation Manual, 8th Edition: 1.01 PM peak hour trips per du and 9.57 daily trips per du, Single Family Homes (210) |
| 3. Sanitary Sewer: | 200 GPD per Equivalent Residential Unit; 0.10 GPD per sq. ft. commercial use |
| 4. Potable Water: | 300 GPD per Equivalent Residential Unit; 0.10 GPD per sq. ft. commercial use |
| 5. Solid Waste | 3.21 pounds per person per day; 10 lbs. per 1,000 sq. ft. non-residential development per day |
| 6. Stormwater Drainage: | LOS standard = 25-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 increased impacts to all public infrastructure and services based on the theoretical maximum impact analysis.



City of DeLand
PLANNING BOARD
SMLU22-067
APRIL 20, 2022



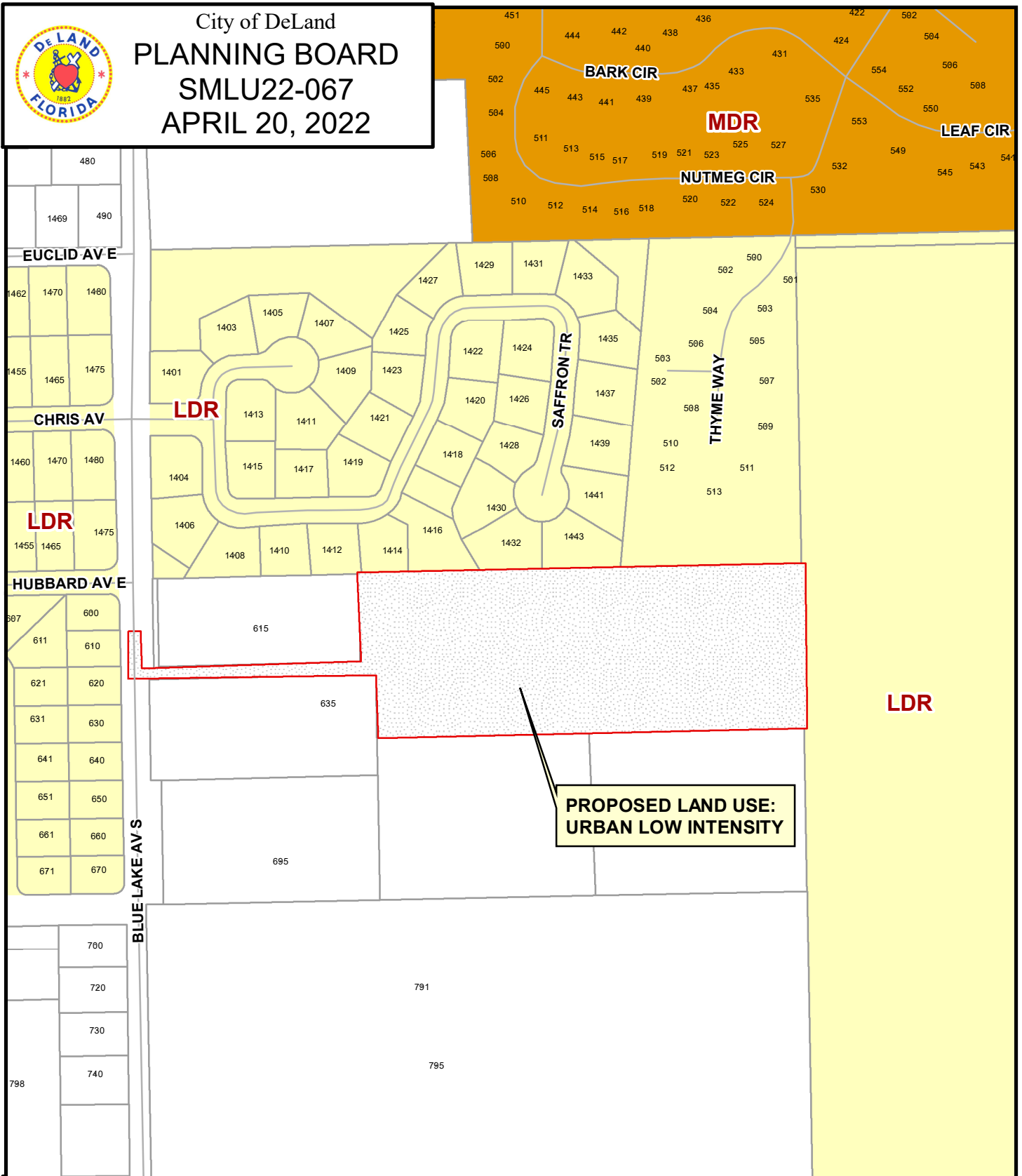
DeLand Future Land Use:

	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





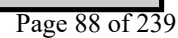
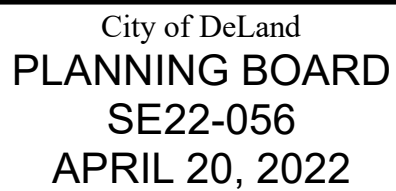
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DeLand Future Land Use:

Agricultural Conservation	Educational	Downtown Commercial	New Community Development
Urban Low Intensity	Mixed Office - Residential	Redevelopment	Community
Low Density Residential	Mixed Commercial	Gateway	Commerce
Medium Density Residential	Business Retail	Rail Spur	West Central District
High Density Residential	Highway Commercial	Industrial	County







City of DeLand
PLANNING BOARD
SMLU22-067
APRIL 20, 2022



CITY OF DELAND
Request for Commission Action
June 6, 2022

SUBJECT: First Reading of Ordinance Changing the Zoning from Volusia County RR (Rural Residential), City of DeLand R-M (Residential-Mobile Home) and City of DeLand The Oaks PD to The Oaks Community Expanded PD 2022 for 51.86 Acres of Property Located Generally at the Southeast Corner of Voorhis Avenue and South Blue Lake Avenue.

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: Ordinance, Exhibit A - Legal Description, Exhibit B - The Oaks Community Expanded PD 2022, Development Agreement - Exhibit B - Development (Concept) Plan, Development Agreement - Exhibit C - Phasing Plan, Z22-040 Staff Report The Oaks Community Expanded PD 2022 (revised), Z22-040 Zoning Map, Z22-040 Aerial Map

APPROVED BY: Michael Pleus, City Manager, May 31, 2022

SUMMARY/HIGHLIGHT:

The applicant, Michael Woods, Cobb Cole, has submitted an application to create the Oaks Community Planned Development (PD). The proposed development consists of ± 51.86 acres of property generally located at the southeast corner of E. Voorhis Ave. and S. Blue Lake Ave. The Oaks Community is an existing age restricted mobile home community, and carries a mixture of both PD zoning as well as R-M zoning. The applicant is requesting to incorporate the existing The Oaks Community and The Oaks PD, with additional property currently in the unincorporated, into a single PD which the Planning Department is in support of. The rezoning is being requested in order to create a development agreement that includes all five phases of The Oaks Community, making it simpler for the City to review future development applications.

At the April 20, 2022 meeting, the Planning Board recommended approval with three suggested changes to the PD agreement. Because of the size of the project, the Board wanted to ensure there was adequate means of access, especially for emergency purposes. Therefore, they requested that all emergency access points be identified with the final location being determined at the time of site plan approval. The Board also asked that the new phases of development incorporate Low Impact Development and that a concept plan for phase five be provided. These changes have been incorporated into the attached agreement.

The second reading of the application will go on hold until the land use amendment is approved by the VGMC, therefore any requested revisions by the City Commission can be addressed during this review time. The adoption of the PD will not be brought back until the land use is approved and the PD includes all revisions requested by the Commission.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

In the City's Strategic Plan, under Preparing for the Future/Sustainability, it states: "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."

There is a growing need for more housing within our community, as well as nation wide. Mobile home communities offer citizens an alternative lifestyle, and meet different housing needs for various populations.

SUSTAINABILITY:

The approval of this rezoning will provide development standards for all phases of The Oaks. These standards will be within a single document that is both comprehensive and clear.

FISCAL IMPACT:

Residential development within The Oaks will be included on the City's tax rolls and will increase funds for City services.

RECOMMENDATION:

It is recommended that the City Commission approve the rezoning of this property on the first reading from the County's RR zoning, City R-M and City's The Oaks PD, to The Oaks Community Expanded PD 2022, pending the applicant addressing any comments by the City Commission. Second reading will be delayed until the land use amendment is approved by the VGMC and any revisions to the PD agreement are made.

BACKGROUND/DISCUSSION:

The applicant has also petitioned for an annexation (AN22-066) and a land use amendment (SMLU22-067) of 6.73 acres of the adjacent property. If approved, The Oaks Community Expanded PD 2022 will include five phases of development over 51.86 acres. The second reading should be delayed until the land use application is reviewed and approved by the Volusia Growth Management Commission.

ORDINANCE NO. 2022 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM VOLUSIA COUNTY'S RR, RURAL RESIDENTIAL, CITY OF DELAND'S R-M, RESIDENTIAL-MOBILE HOME AND THE OAKS PLANNED DEVELOPMENT TO CITY OF DELAND'S THE OAKS COMMUNITY EXPANDED PD 2022, PLANNED DEVELOPMENT, ON PROPERTY LOCATED AT THE SOUTHEAST CORNER OF EAST VOORHIS AVENUE AND SOUTH BLUE LAKE AVENUE, APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 51.86 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 owner, owns approximately 51.86 +/- acres of land located at the southeast corner of East Voorhis Avenue and 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 Volusia County's RR, Rural Residential and City of DeLand's, R-M, Residential Mobile Home and The Oaks Planned Development to City of DeLand's The Oaks Community Expanded PD 2022, 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 Volusia County's RR, Rural Residential, City of DeLand's R-M, Residential Mobile Home and The Oaks Planned Development to City of DeLand's Planned Development District, The Oaks Community Expanded PD 2022, on property located at the southeast corner of East Voorhis Avenue and South Blue Lake Avenue, consisting of approximately +/- 51.86 acres of property.

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 The Oaks Community Expanded PD 2022, 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 The Oaks Community Expanded PD 2022, Planned Development District, including the Development Plan Agreement, Map and other supporting documentation (on file with the City Planning Department), are attached hereto as Exhibit “B” and by this reference made a part hereof.

Section 5. The failure of the approved Development Plan to address a particular permit, condition, term or restriction shall not relieve the Applicant of the necessity of complying with any law governing said permitting requirements, conditions, terms or restrictions, as same may be amended or enacted from time to time in the future. All current land development regulations of the City are applicable to the PD District except to the extent that they conflict with a specific provision of the approved Development Plan.

Section 6. At the time of development, the Applicant shall comply with all relevant building codes and development standards contained in the City’s Code of Ordinances or in the Development Plan; provided, however, that the development standards contained in the adopted Development Plan shall supersede comparable standards contained in the Code of Ordinances.

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

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

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

Section 10. The City Engineer, Planning Director, and Building Department are hereby directed to change the Comprehensive Zoning Map of the City of DeLand to conform with the change of zoning enacted in this Ordinance.

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

Section 12. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

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

PASSED AND DULY ADOPTED this _____ day of _____, 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

"EXHIBIT A"

LEGAL DESCRIPTION

PARCEL 1:

THE NORTH 1/2 OF THE SW 1/4 OF THE SW 1/4 OF THE NW 1/4, LESS AND EXCEPT THE WEST 176.00 FEET THEREOF, AND THE NW 1/4 OF THE SE 1/4 OF THE NW 1/4, EXCEPT THE EAST 310 FEET OF THE NORTH 370 FEET AND EXCEPT THAT PART FOR ROAD, AND THE EAST 1/2 OF THE SW 1/4 OF THE NW 1/4, EXCEPT THE NORTH 30 FEET THEREOF, AND THE EAST 1/2 OF THE NW 1/4 OF THE SW 1/4 OF THE NW 1/4, EXCEPT THE NORTH 240 FEET OF THE WEST 200 FEET THEREOF, ALL IN SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, AND ALSO ALL OF LOTS 1 TO 48, INCLUSIVE, HILLSIDE TERRACE SUBDIVISION, A SUBDIVISION OF THE SW 1/4 OF THE SE 1/4 OF THE NW 1/4 IN SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, ACCORDING TO MAP IN MAP BOOK 10, AT PAGE 213, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; AND VACATED WALTS AVENUE AND VACATED PROSPECT AVENUE OF AFORESAID HILLSIDE TERRACE SUBDIVISION.

LESS AND EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCE AT THE NW CORNER OF THE SW 1/4 OF THE NW 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OF VOLUSIA COUNTY, FLORIDA; THENCE N 89°57'00" E, A DISTANCE OF 534.04 FEET; THENCE S 01°35'13" W, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF VOORHIS AVENUE; THENCE N 89°57'00" E, A DISTANCE OF 1145.29 FEET ALONG SAID RIGHT-OF-WAY OF VOORHIS AVENUE TO A POINT ON SAID RIGHT-OF-WAY LINE, AND SAID POINT BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE S 01°12'17" W, A DISTANCE OF 34.00 FEET; THENCE S 89°57'00" W, A DISTANCE OF 28.00 FEET; THENCE N 01°12'17" E A DISTANCE OF 34.00 FEET; THENCE N 89°57'00" E, A DISTANCE OF 28.00 FEET TO THE POINT OF BEGINNING, ALL LYING IN VOLUSIA COUNTY, FLORIDA.

PARCEL 2:

THAT PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE POINT OF BEGINNING, SAID POINT BEING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 14, RUN THENCE SOUTH 01°08'34" EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14, A DISTANCE OF 651.68 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE SOUTH 88°30'38" WEST, ALONG THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 14, A DISTANCE OF 369.56 FEET; THENCE NORTH 04°59'42" EAST, A DISTANCE OF 654.67 FEET, TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 14; THENCE NORTH 88°17'00" EAST, ALONG THE NORTH LINE OF THE OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 14, A DISTANCE OF 299.57 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

(PER ORB 1890 PG. 1943)

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4,

SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY.

ALSO DESCRIBED AS FOLLOWS:
(CREATED BY SURVEYOR)

THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$, SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE "T-BAR" AND CAP #1701 MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 14; THENCE RUN N88°16'32"E, ALONG THE SOUTH LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 14, A DISTANCE OF 30.04 FEET TO A 4" BY 4" CONCRETE MONUMENT AT THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF BLUE LAKE AVENUE, (a 30.00 FOOT RIGHT OF WAY AS MONUMENTED AND OCCUPIED); THENCE RUN N00°24'51"E, ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF 321.17 FEET TO A "T-BAR" WITH NO IDENTIFICATION MARKING THE INTERSECTION WITH THE NORTH LINE OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 14; THENCE RUN N88°18'30"E, ALONG THE NORTH LINE OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 14, A DISTANCE OF 630.57 FEET TO A "T-BAR" WITH NO IDENTIFICATION MARKING THE INTERSECTION WITH THE EAST LINE OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 14; THENCE RUN S00°30'04"E, ALONG THE EAST LINE OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 14, A DISTANCE OF 320.76 FEET TO THE SOUTHEAST CORNER OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 14; THENCE RUN S88°16'32"W, ALONG THE SOUTH LINE OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 14, A DISTANCE OF 635.71 FEET TO THE POINT OF BEGINNING.

AND

DESCRIPTION: (PARCEL 2)

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7201, PAGE 4186, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND LYING IN SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7201 AT PAGE 4186;
THENCE RUN N88°30'37"E ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7201 AT PAGE 418 A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE RUN N01°12'09"W ALONG A LINE PARALLEL WITH AND 10.00 FEET EAST OF THE WEST LINE OF THOSE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7201, PAGE 4186, A DISTANCE OF 100.00 FEET; THENCE RUN N88°30'37"E A DISTANCE OF 40.00 FEET; THENCE RUN S01°12'09"E A DISTANCE OF 75.00 FEET; THENCE RUN N88°30'37"E A DISTANCE OF 400.00 FEET; THENCE RUN N01°12'09"W A DISTANCE OF 175.00 FEET TO A POINT ON THE NORTH LINE OF

OFFICIAL RECORDS BOOK 7201, PAGE 4186; THENCE RUN N88°30'30"E, ALONG THE NORTH LINE OF SAID OFFICIAL RECORDS BOOK 7201, PAGE 4186, A DISTANCE OF 857.13 FEET TO A POINT ON THE EAST LINE OF OFFICIAL RECORDS BOOK 7201, PAGE 4186; THENCE RUN S01°08'34"E ALONG THE EAST LINE OF SAID OFFICIAL RECORDS BOOK 7201, PAGE 4186, A DISTANCE OF 325.84 FEET; THENCE RUN S88°30'37"W ALONG THE SOUTH LINE OF SAID OFFICIAL RECORDS BOOK 7201, PAGE 4186 A DISTANCE OF 856.78 FEET; THENCE RUN N01°12'09"W A DISTANCE OF 125.84 FEET; THENCE RUN S88°30'37"W ALONG THE SOUTH LINE OF SAID OFFICIAL RECORDS BOOK 7201, PAGE 4186 A DISTANCE OF 440.01 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 6.73 ACRES.

1 "EXHIBIT B"

2 PLANNED DEVELOPMENT AGREEMENT

3 IN THE CITY COMMISSION OF THE

4 CITY OF DELAND, FLORIDA

5 IN RE: Z22-040 Application of

6 AMICORP, INC. AND THE OAKS-AMICORP, INC.

7 ORDINANCE # _____

8
9
10 GRANTING A REQUEST FOR CHANGE OF ZONING FROM Volusia County R-4, City

11 of DeLand R-M and City of DeLand The Oaks PD

12 TO

13 The Oaks Community Expanded PD 2022

14
15 The application of THE OAKS-AMICORP, INC., and AMICORP, INC., hereinafter,
16 "Applicant", for rezoning was heard by and before the City Commission, DeLand Florida,
17 on _____, 2022. Based upon the verified Application and other supporting
18 documents, maps, charts, overlays, other evidence and instruments; the advice, report,
19 and recommendations of the Community Development, and other Departments and
20 agencies of DeLand, Florida; and the testimony adduced and evidence received at the
21 Public Hearing on this Application by the Planning Board on _____, 2022, and
22 otherwise being fully advised, the City Commission does hereby find and determine as
23 follows:

GENERAL FINDINGS

A. That the application of THE OAKS-AMICORP, INC., and AMICORP, INC was duly and properly filed herein on _____, 2022 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 owner of a 58.59 +/- acre parcel of land which is situated in DeLand, Florida. This parcel of land is described more particularly in the survey and legal description, a true copy of which is attached hereto as Exhibit "A".

D. That the Applicant has complied with the concept 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, THE OAKS-AMICORP, INC., and AMICORP, INC., agree with the provisions of the Development Agreement.

1 FINDINGS REGARDING REZONING

2

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

4 zoning classifications of the parcel described in Exhibit "A" from Volusia County R-4, City

5 of DeLand R-M and City of DeLand The Oaks PD to The Oaks Community Expanded PD

6 2022 (Planned Development).

7

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

9 Comprehensive Plan Ordinance No. 1990-04, as amended, and the intent and purpose

10 of the City of DeLand Land Development Regulations Ordinance No. 2013-11, as

11 amended, and does promote the public health, safety, morals, general welfare and orderly

12 growth of the area affected by the rezoning request.

13

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

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

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

17 THIS DAY OF _____, A.D., 2022, AS FOLLOWS:

18

19 A. That the Application of OAKS-AMICORP, INC., and AMICORP, INC. for

20 the rezoning of the subject parcel is hereby granted.

21

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

23 attached hereto is hereby amended from Volusia County R-4, City of DeLand R-M and

24 City of DeLand The Oaks PD to The Oaks Community Expanded PD 2022 as described

1 in Article VII of the City of DeLand, Land Development Regulations Ordinance No. 2013-
2 11, as amended.

3
4 C. That the Official Zoning Map of the City of DeLand, is hereby amended to
5 show the rezoning of said parcel to THE OAKS COMMUNITY EXPANDED PD 2022.

6
7 D. That the City of DeLand Land Development Regulations Ordinance No.
8 2013-11, as amended, is consistent with the provisions of the "Development Agreement"
9 as hereinafter set forth in this Ordinance and with respect to any conflict between Land
10 Development Regulations Ordinance No. 2013-11, as amended, and the "Development
11 Agreement", the provisions of the "Development Agreement" shall govern. Ordinance No.
12 2013-11, as amended, shall govern with respect to any matter not covered by the
13 "Development Agreement." The City of DeLand, will ensure overall compliance with this
14 Ordinance.

15
16 E. Unless otherwise provided for herein, the City of DeLand, Land
17 Development Regulations Ordinance No. 2013-11, as amended, shall apply to the PD in
18 the same manner as the R-M (for the Mobile Home Park Area) and R-1 (for the existing
19 home) zoning classification for the section designated Single-Family Residential.

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

1 Further, nothing in the Development Agreement is intended to abridge the requirements
2 of Ordinance No. 2013-11, as amended, and any other City Ordinances.

3

4

1

A. Development Concept. The property shall be developed as a 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.

1. Planned Development. The Planned Development shall consist of the Development Plan prepared by Engineered Permits Inc. dated _____ and this development agreement. The Planned Development is hereby approved and incorporated in this Ordinance by reference as Exhibit "B". The Planned Development 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.

2. Amendments. All amendments of the Planned Development Plan, other than those deemed by the Planning Department to be minor amendments as set out in 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.

3. Final Site Plan/Subdivision Approval. After the Planned Development is recorded, for that portion of the Property not already developed, a final development order for the final site plan approval and/or final subdivision shall be submitted for review and approval in the manner required by Article XIII of the City of DeLand Land Development Regulations, Ordinance No. 2013-11, as amended.

B. Unified Ownership. The Applicant or his successors shall maintain unified ownership of the subject parcel until after issuance of the development order for the final

1 site plan or subdivision.

2

3 C. Phases of Development. The project has been developed in phases, as

4 detailed in Exhibit "C". For the purposes of this Agreement, Phase One is designated as

5 the Oaks and Phase Two is designated as Cinnamon Circle. Phase Three is designated

6 as Sugar Mint Way, consisting of an existing single-family home on the western half of

7 Parcel 701400000280, otherwise known as 475 South Blue Lake Avenue, DeLand; and

8 the eastern portion of Parcel 701400000280, otherwise known as 475 South Blue Lake

9 Avenue, DeLand, to be developed for manufactured homes, extending from the

10 southwest corner of Phase One. Phase Four is designated as Thyme Way, a southern

11 extension of Phase One. Phase Five is designated as the Future Development Tract.

12 Phase One and Phase Two have been built out to completion and Phase Four is nearly

13 complete.

14

15 D. Land Uses Within the PD. This property is restricted to 4 units per acre or

16 less for manufactured homes. These homes will be built under Federal construction and

17 inspection standards and may include customary accessory uses as allowable uses.

18 Siting and accessory structure completions shall be constructed to local building official

19 standards and inspections. Any homes constructed completely onsite would be by local

20 construction standards and inspections. The existing single-family home located on the

21 western portion of Parcel 701400000280, otherwise known as 475 South Blue Lake

22 Avenue, DeLand in Phase Three will remain as an allowable use and the resulting parcel

23 shall have customary single-family accessory uses as allowable uses.

1 E. Development Standards. The design standards for The Oaks Community
2 Expanded PD 2022 established herein are predominantly based on the current R-M
3 zoning designation and the Low-Density future land use designation, except where
4 specifically noted otherwise herein. The Property shall be subject to an age restriction to
5 55 years old and older, as specified by the federal Fair Housing Act of 1968. This age
6 restriction shall not apply to the existing single-family home located within Phase Three.

7 1. Phase One and Phase Two Specific Development Standards. The
8 development of Phase One and Phase Two have been completed. Modification of units
9 or accessory structures located within Phase One and Phase Two shall be made in
10 compliance with the DeLand R-M zoning category. Phases One and Two are hereby
11 vested with 194 units. Amenities may include but are not limited to: passive recreation
12 areas, benches, and walking areas.

13
14 2. Phase Three (Sugar Mint Way) Specific Development Standards. The
15 development standards for Phase Three are as follows:

16 a. Manufactured Home Dwelling Unit Setbacks:

17 Standard Front Yard: 20 feet from edge of pavement.

18 *25% of dwelling units along curved portions of
19 the pavement may utilize a 10-foot setback from
20 edge of pavement.

21 Side Yard Setback: 7 feet 6 inches.

22 Rear Yard Setback: 10 feet.

23 Rear Yard Setback Abutting Perimeter: 12 feet 6 inches.

b. Dwelling Unit Criteria:

- i. Minimum Unit Under Air: 900 square feet.
- ii. Minimum Unit Width: 26 feet.
- iii. Minimum Unit Length: 36 feet.
- iv. No less than 1 covered carport.
- v. A utility room measuring 6 feet by 10 feet.

c. Perimeter Landscape Buffer: Any perimeter buffer shall have a landscaped buffer of no less than 12 feet 6 inches. No perimeter wall is required. Landscaping shall achieve 80% opacity at a height of 6 feet within 1 year of construction. All other buffer requirements shall adhere to Buffer Standard "B" under the City's Land Development Regulations Table 33-92.02(b).

d. Landscape Requirements within the Phase: It is the Developer's intent to retain and protect any trees not within the building envelope extending to 5' beyond the building footprint. All efforts will be made to flip floor plans, rearrange carports and utility rooms to maximize tree preservation. Due to common ownership of this entire site, lot lines are not recorded and deeded. Therefore, there is a maximum of flexibility to move streets, lot lines, homes, and accessory structures in order to accommodate "field adjusting" site development as well as home construction. Xeriscaping is encouraged and natural tree hammocks shall be preserved as much as possible. Lots without trees due to the natural availability of trees shall have a minimum two 15-gallon trees with a planted growth height of 6'(feet).

Amenities may include but are not limited to: passive recreation areas, benches, and walking areas.

e. Single Family Home Parcel Requirements: Developer may

retain common ownership of or create a new lot for the existing single-family home located on the western portion of this parcel, otherwise known as 475 South Blue Lake Avenue, DeLand. The development criteria for the single-family lot shall generally comply with the zoning criteria for the City's R-1B Single Family Dwelling District unless otherwise stated herein.

- | | |
|------------------------------|----------|
| 1.Minimum lot area: | 7500 sf. |
| 2.Minimum lot width: | 75 ft. |
| 3.Minimum building setbacks: | |
| a. Front: | 30 ft. |
| b. Rear: | 20 ft. |
| c. Side: | 10 ft. |

3. Phase Four (Thyme Way) Specific Development Standards. The development of Phase Four is nearly complete, having relied upon the development standards set forth in The Oaks PD, adopted November 19, 2001 (Ord. #2001-25). For consistency and clarification and to expressly remove any requirement for a perimeter stucco wall, the development standards for Phase Four are amended and restated as follows:

a. Dwelling Unit Setbacks:

Standard Front Yard: 20 feet from edge of pavement.

*25% of dwelling units along curved portions of the pavement may utilize a 10-foot setback from edge of pavement.

Side Yard Setback: 7 feet 6 inches.

Rear Yard Setback: 10 feet.

1 Rear Yard Setback Abutting Perimeter: 12 feet 6 inches.

2 Minimum Separation (buildings): 15 feet.

3 b. Dwelling Unit Criteria:

4 i. Minimum Unit Under Air: 900 square feet.

5 ii. Minimum Unit Width: 26 feet.

6 iii. Minimum Unit Length: 36 feet.

7 iv. No less than 1 covered carport.

8 v. A utility room measuring 6 feet by 10 feet.

9
10 c. Perimeter Landscape Buffer: Any perimeter buffer shall have
11 a landscaped buffer of no less than 12 feet 6 inches. No perimeter wall is required.
12 Landscaping shall achieve 80% opacity at a height of 6 feet within 1 year of construction.
13 All other buffer requirements shall adhere to Buffer Standard “B” under the City’s Land
14 Development Regulations Table 33-92.02(b).

15 d. Landscape Requirements within the Phase: It is the
16 Developer’s intent to retain and protect any trees not within the building envelope
17 extending to 5’ beyond the building footprint. All efforts will be made to flip floor plans,
18 rearrange carports and utility rooms to maximize tree preservation. Due to common
19 ownership of this entire site, lot lines are not recorded and deeded. Therefore, there is a
20 maximum of flexibility to move streets, lot lines, homes, and accessory structures in order
21 to accommodate “field adjusting” site development as well as home construction.

22 Xeriscaping is encouraged and natural tree hammocks shall be preserved as much
23 as possible. Lots without trees due to the natural availability of trees shall have a minimum
24 two 15-gallon trees with a planted growth height of 6’.

Amenities may include but are not limited to: passive recreation areas, benches, and walking areas.

4. Phase Five (Future Development Tract) Specific Development Standards. The development standards for Phase Five are as follows:

a. Dwelling Unit Setbacks:

Standard Front Yard: 20 feet from edge of pavement.

*25% of dwelling units along curved portions of the pavement may utilize a 10-foot setback from edge of pavement.

Side Yard Setback: 7 feet 6 inches.

Rear Yard Setback: 10 feet.

Rear Yard Setback Abutting Perimeter: 12 feet 6 inches.

b. Dwelling Unit Criteria:

i. Minimum Unit Under Air: 900 square feet.

ii. Minimum Unit Width: 26 feet.

iii. Minimum Unit Length: 36 feet.

iv. No less than 1 covered carport.

v. A utility room measuring 6 feet by 10 feet.

c. Perimeter Landscape Buffer: Any perimeter buffer shall have

a landscaped buffer of no less than 12 feet 6 inches. No perimeter wall is required.

Landscaping shall achieve 80% opacity at a height of 6 feet within 1 year of construction.

1 All other buffer requirements shall adhere to Buffer Standard “B” under the City’s Land
2 Development Regulations Table 33-92.02(b).

3 d. Landscape Requirements within the Phase: It is the
4 Developer’s intent to retain and protect any trees not within the building envelope
5 extending to 5’ beyond the building footprint. All efforts will be made to flip floor plans,
6 rearrange carports and utility rooms to maximize tree preservation. Due to common
7 ownership of this entire site, lot lines are not recorded and deeded. Therefore, there is a
8 maximum of flexibility to move streets, lot lines, homes, and accessory structures in order
9 to accommodate “field adjusting” site development as well as home construction.

10 Xeriscaping is encouraged and natural tree hammocks shall be preserved as much
11 as possible. Lots without trees due to the natural availability of trees shall have a minimum
12 two 15-gallon trees with a planted growth height of 6’.

13 Amenities may include but are not limited to: passive recreation areas, benches,
14 and walking areas.

15 F. Environmental Considerations. The development of Phases One and Two
16 are complete or nearly complete. The Development of Phase Three, Phase Four, and
17 Phase 5 shall comply with the requirements for preservation of environmental resources
18 as set forth in the Land Development Regulations Ordinance No. 2013-11, as amended.
19 Tree Protection Areas preserving a minimum of 15% shall be required. Phase 5 of the
20 development may include low impact development standards, including but not limited to:
21 xeriscaping, permeable pavement, infiltration trenches, and stormwater planters.

22 G. Sewage Disposal and Potable Water. Except for Phases 1, 2, and 3,
23 provisions for sewage disposal and potable water needs of the phases will be provided in
24 accordance with the Comprehensive Plan, Ordinance No. 1990-04, as amended, the

1 Land Development Regulations Ordinance No. 2013-11, as amended, and State of
2 Florida Administrative Code 64E-6.

3 H. Stormwater Drainage. Except for Phases 1, 2 and 3, provisions for
4 stormwater retention shall be in accordance with the Land Development Regulations
5 Ordinance No. 2013-11, as amended.

6 I. Access and Transportation System Improvements. All access and
7 transportation system improvements shall be provided in accordance with the Land
8 Development Regulations Ordinance No. 2013-11, as amended. The parcel shall be
9 developed in substantial accordance with the following access and transportation system
10 improvements:

11 1. Access to the site will continue to be from Voorhis Avenue.
12 Emergency Access shall be provided as detailed on the Concept Plan in connection with
13 the development of Phase 5. The Concept Plan indicates the anticipated connection
14 location(s); however, the final locations may vary due to final engineering design and
15 permitting considerations.

16 2. Transportation System Improvements. Transportation system
17 improvements will be provided as required by permitting agencies.

18
19 J. Internal Roadways. Roads (other than emergency access rights of way) will
20 be paved and no less than 20 feet wide. All internal roads will be private, owned and
21 maintained by THE OAKS-AMICORP, INC. and AMICORP, INC.

22
23 K. Reverter Provision. The City Commission may rezone any portion of the
24 project which has not secured a final Development Order on or before 5 years from the

1 effective date of this ordinance as may be necessary or appropriate to protect adjoining
2 properties or the public health, safety and welfare, unless the City Commission, for good
3 cause shown, shall extend the time period indicated in this paragraph.
4

5 L. Binding Effect of Plans; Recording; and Effective Date. The Planned
6 Development Plan, including any and all amendments shall bind and inure to the benefit
7 of the Applicant and his successor in title or interest. The Oaks Community Expanded PD
8 2022 zoning, provisions of the "Development Agreement," and all approved plans shall
9 run with the land and shall be administered in a manner consistent with Article XII of the
10 City of DeLand Land Development Regulations Ordinance No. 2013-11, as amended.
11

12 This Ordinance and all subsequent amendments shall be filed with the Clerk of the
13 Court and recorded within forty-five (45) days following execution of the document by the
14 City Commission, in the Official Records of Volusia County, Florida. One copy of the
15 document, bearing the book and page number of the Official Record in which the
16 document was recorded, shall be submitted to the Planning Department for placement in
17 the public file. The date of recording of this document shall constitute the effective date
18 of the PD or its subsequent amendments. The applicant shall pay all filing costs for
19 recording documents.
20
21
22
23
24
25

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

ATTEST:

City Commission of DeLand Florida

Michael Pleus
City Manager

Robert 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 _____ (mo/yr), by Michael Pleus and Robert Apgar, as City Manager and Mayor, City of DeLand, respectively, on behalf of the City of DeLand, and who are personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

Commission No.: _____

My Commission Expires: _____

1
2
3
4 WITNESSES:

THE OAKS-AMICORP, INC.,
a Florida corporation

7
8 By: _____
9 KENT S. TITCOMB, President

10
11 _____
12 Printed Name

13
14 _____
15
16
17 Printed Name

18
19 _____
20 *Owner of Property (if other than applicant)*

21
22 The foregoing instrument was acknowledged before me by means of ☐
23 physical presence or ☐ online notarization, this _____ day of
24 _____ (mo/yr), by _____, who is
25 President of The Oaks-Amicorp, Inc., and who is personally known to me or
26 who has produced _____ as identification.
27

28
29
30 NOTARY PUBLIC, STATE OF FLORIDA

31 Type or Print Name:

32 _____
33 Commission No.: _____

34 My Commission Expires: _____
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1
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3
4
5
6 WITNESSES:

AMICORP, INC.,
a Florida corporation

7
8
9
10 By: _____

11
12
13
14 Printed Name

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19
20 Printed Name

21
22 _____
23 *Owner of Property (if other than applicant)*

24
25 The foregoing instrument was acknowledged before me by means of ☐
26 physical presence or ☐ online notarization, this _____ day of
27 _____ (mo/yr), by _____, who is
28 _____ of Amicorp, Inc., and who is personally known to me
29 or who has produced _____ as identification.
30

31
32
33 NOTARY PUBLIC, STATE OF FLORIDA

34 Type or Print Name:

35 _____
36 Commission No.: _____

37 My Commission Expires: _____
38
39
40

1 **EXHIBIT "A"**

2
3 **LEGAL DESCRIPTION**

4
5 **PARCEL 1:**

6 THE NORTH 1/2 OF THE SW 1/4 OF THE SW 1/4 OF THE NW 1/4, LESS AND EXCEPT THE WEST
7 176.00 FEET THEREOF, AND THE NW 1/4 OF THE SE 1/4 OF THE NW 1/4, EXCEPT THE EAST 310
8 FEET OF THE NORTH 370 FEET AND EXCEPT THAT PART FOR ROAD, AND THE EAST 1/2 OF THE SW
9 1/4 OF THE NW 1/4, EXCEPT THE NORTH 30 FEET THEREOF, AND THE EAST 1/2 OF THE NW 1/4
10 OF THE SW 1/4 OF THE NW 1/4, EXCEPT THE NORTH 240 FEET OF THE WEST 200 FEET THEREOF,
11 ALL IN SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, AND
12 ALSO ALL OF LOTS 1 TO 48, INCLUSIVE, HILLSIDE TERRACE SUBDIVISION, A SUBDIVISION OF THE
13 SW 1/4 OF THE SE 1/4 OF THE NW 1/4 IN SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST,
14 ACCORDING TO MAP IN MAP BOOK 10, AT PAGE 213, OF THE PUBLIC RECORDS OF VOLUSIA
15 COUNTY, FLORIDA; AND VACATED WALTS AVENUE AND VACATED PROSPECT AVENUE OF
16 AFORESAID HILLSIDE TERRACE SUBDIVISION.

17
18 LESS AND EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCE AT THE NW
19 CORNER OF THE SW 1/4 OF THE NW 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST,
20 OF VOLUSIA COUNTY, FLORIDA; THENCE N 89°57'00" E, A DISTANCE OF 534.04 FEET; THENCE S
21 01°35'13" W, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF
22 VOORHIS AVENUE; THENCE N 89°57'00" E, A DISTANCE OF 1145.29 FEET ALONG SAID RIGHT-OF-
23 WAY OF VOORHIS AVENUE TO A POINT ON SAID RIGHT-OF-WAY LINE, AND SAID POINT BEING
24 THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE S 01°12'17" W, A DISTANCE OF 34.00
25 FEET; THENCE S 89°57'00" W, A DISTANCE OF 28.00 FEET; THENCE N 01°12'17" E A DISTANCE OF
26 34.00 FEET; THENCE N 89°57'00" E, A DISTANCE OF 28.00 FEET TO THE POINT OF BEGINNING, ALL
27 LYING IN VOLUSIA COUNTY, FLORIDA.

28
29 **PARCEL 2:**

30 THAT PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST ¼ OF SECTION
31 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA BEING MORE
32 PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE POINT OF BEGINNING, SAID POINT BEING
33 THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF AFORESAID
34 SECTION 14, RUN THENCE SOUTH 01°08'34" EAST ALONG THE EAST LINE OF THE NORTHWEST
35 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14, A DISTANCE OF 651.68 FEET TO THE
36 SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF
37 SAID SECTION 14; THENCE SOUTH 88°30'38" WEST, ALONG THE NORTH 1/2 OF THE NORTHWEST
38 1/4 OF THE SOUTHWEST V4 OF AFORESAID SECTION 14, A DISTANCE OF 369.56 FEET; THENCE
39 NORTH 04°59'42" EAST, A DISTANCE OF 654.67 FEET, TO THE NORTH LINE OF THE SOUTHWEST
40 1/4 OF AFORESAID SECTION 14; THENCE NORTH 88°17'00" EAST, ALONG THE NORTH LINE OF
41 THE OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 14, A DISTANCE OF 299.57 FEET TO THE
42 POINT OF BEGINNING.

43
44 **TOGETHER WITH**

1 (PER ORB 1890 PG. 1943)

2
3 THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼, SECTION
4 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY,
5 FLORIDA, LESS ROAD RIGHT-OF-WAY.

6
7 ALSO DESCRIBED AS FOLLOWS:
8 (CREATED BY SURVEYOR)

9
10 THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼, SECTION
11 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, LESS ROAD RIGHT-OF-
12 WAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

13
14 COMMENCE AT THE "T-BAR" AND CAP #1701 MARKING THE SOUTHWEST CORNER OF THE
15 SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 14; THENCE RUN N88°16'32"E, ALONG
16 THE SOUTH LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 14, A DISTANCE
17 OF 30.04 FEET TO A 4" BY 4" CONCRETE MONUMENT AT THE INTERSECTION WITH THE EAST
18 RIGHT OF WAY LINE OF BLUE LAKE AVENUE, (a 30.00 FOOT RIGHT OF WAY AS MONUMENTED
19 AND OCCUPIED); THENCE RUN N00°24'51"E, ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF
20 321.17 FEET TO A "T-BAR" WITH NO IDENTIFICATION MARKING THE INTERSECTION WITH THE
21 NORTH LINE OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE NORTHWEST
22 ¼ OF SAID SECTION 14; THENCE RUN N88°18'30"E, ALONG THE NORTH LINE OF THE SOUTH ½ OF
23 THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 14, A
24 DISTANCE OF 630.57 FEET TO A "T-BAR" WITH NO IDENTIFICATION MARKING THE INTERSECTION
25 WITH THE EAST LINE OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE
26 NORTHWEST ¼ OF SAID SECTION 14; THENCE RUN S00°30'04"E, ALONG THE EAST LINE OF THE
27 SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION
28 14, A DISTANCE OF 320.76 FEET TO THE SOUTHEAST CORNER OF THE SOUTH ½ OF THE
29 SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 14; THENCE RUN
30 S88°16'32"W, ALONG THE SOUTH LINE OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE
31 SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 14, A DISTANCE OF 635.71 FEET TO THE
32 POINT OF BEGINNING.

33
34 AND

35
36 DESCRIPTION: (PARCEL 2)

37
38 A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS
39 BOOK 7201, PAGE 4186, OF THE PUBLIC RECORDS OF VOLUSIA
40 COUNTY, FLORIDA, AND LYING IN SECTION 14, TOWNSHIP 17
41 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA AND BEING
42 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

43
44 COMMENCE AT THE SOUTHWEST CORNER OF THOSE LANDS

1 DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7201 AT PAGE
2 4186;
3 THENCE RUN N88°30'37"E ALONG THE SOUTH LINE OF THOSE
4 LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7201 AT
5 PAGE 418 A DISTANCE OF 10.00 FEET TO THE POINT OF
6 BEGINNING; THENCE RUN N01°12'09"W ALONG A LINE PARALLEL
7 WITH AND 10.00 FEET EAST OF THE WEST LINE OF THOSE
8 LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7201,
9 PAGE 4186, A DISTANCE OF 100.00 FEET; THENCE RUN
10 N88°30'37"E A DISTANCE OF 40.00 FEET; THENCE RUN
11 S01°12'09"E A DISTANCE OF 75.00 FEET; THENCE RUN
12 N88°30'37"E A DISTANCE OF 400.00 FEET; THENCE RUN
13 N01°12'09"W A DISTANCE OF 175.00 FEET TO A POINT ON THE
14 NORTH LINE OF OFFICIAL RECORDS BOOK 7201, PAGE 4186;
15 THENCE RUN N88°30'30"E, ALONG THE NORTH LINE OF SAID
16 OFFICIAL RECORDS BOOK 7201, PAGE 4186, A DISTANCE OF
17 857.13 FEET TO A POINT ON THE EAST LINE OF OFFICIAL
18 RECORDS BOOK 7201, PAGE 4186; THENCE RUN S01°08'34"E
19 ALONG THE EAST LINE OF SAID OFFICIAL RECORDS BOOK 7201,
20 PAGE 4186, A DISTANCE OF 325.84 FEET; THENCE RUN
21 S88°30'37"W ALONG THE SOUTH LINE OF SAID OFFICIAL
22 RECORDS BOOK 7201, PAGE 4186 A DISTANCE OF 856.78 FEET;
23 THENCE RUN N01°12'09"W A DISTANCE OF 125.84 FEET;
24 THENCE RUN S88°30'37"W ALONG THE SOUTH LINE OF SAID
25 OFFICIAL RECORDS BOOK 7201, PAGE 4186 A DISTANCE OF
26 440.01 FEET TO THE POINT OF BEGINNING.
27 SAID PARCEL CONTAINS 6.73 ACRES.

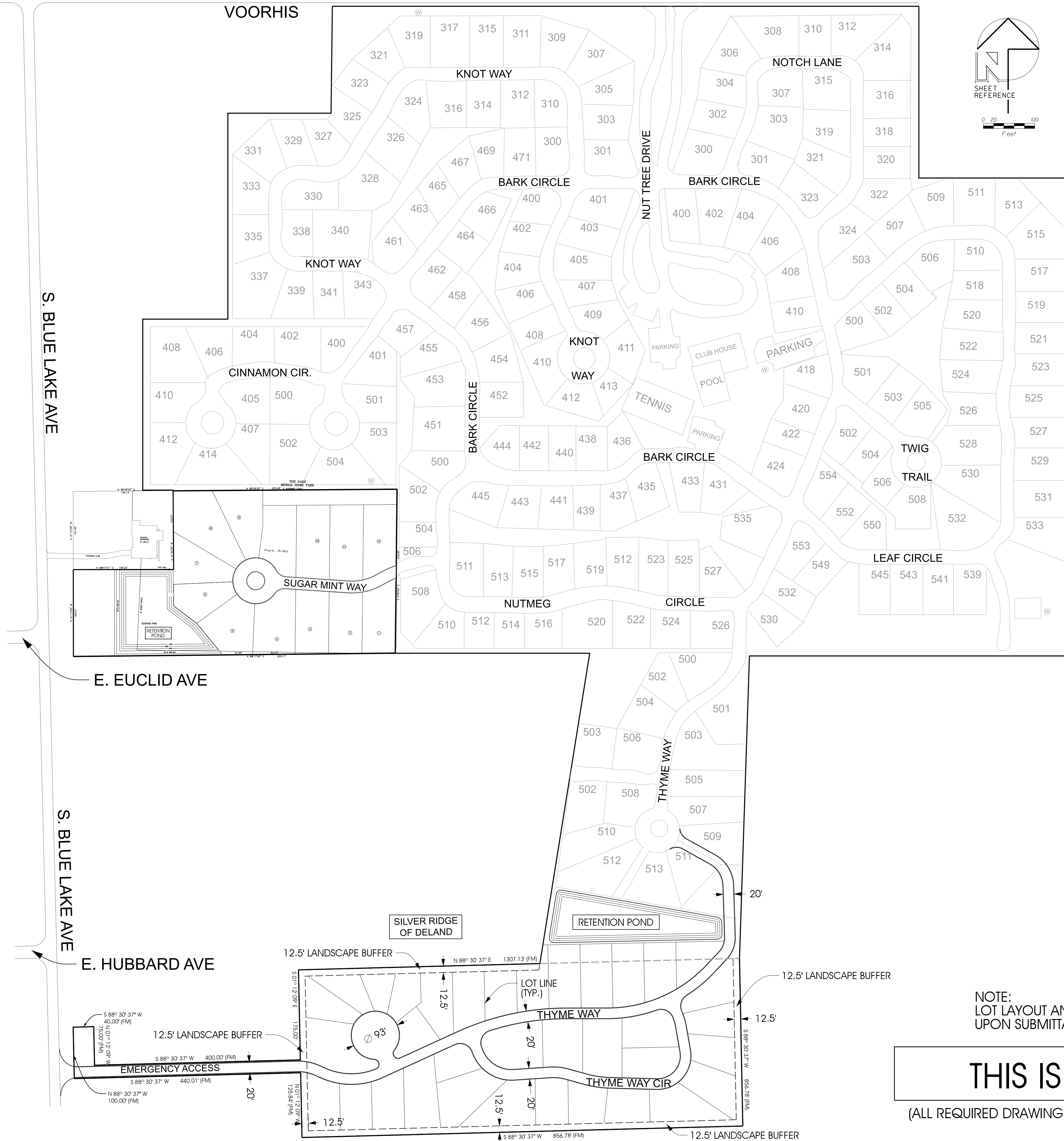
EXHIBIT "B"

CONCEPTUAL SITE PLAN

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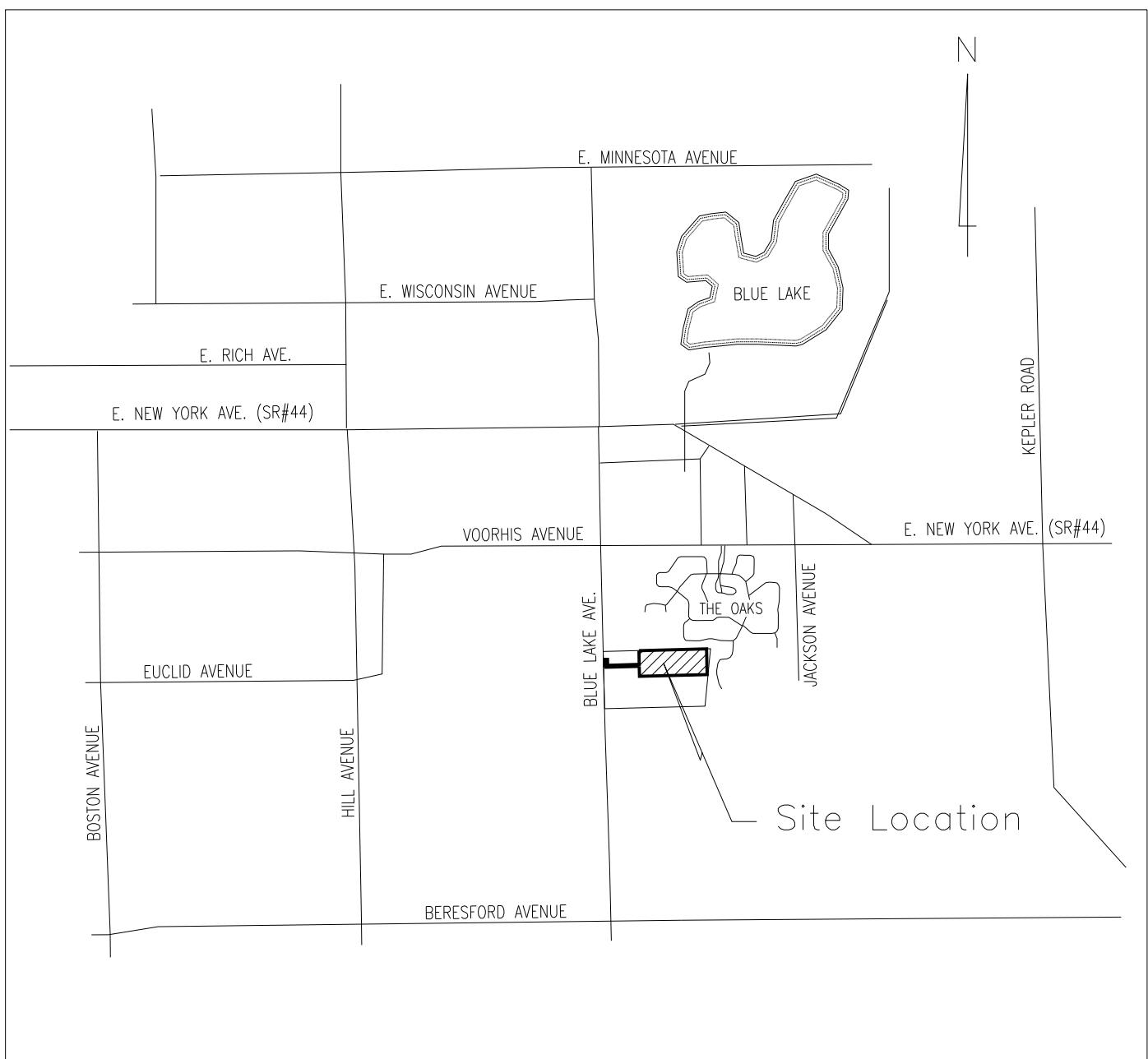
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EXHIBIT “C”
PHASING PLAN



NOTE:
LOT LAYOUT AND STREET LOCATION ARE SUBJECT TO CHANGE
UPON SUBMITTAL OF THE DEVELOPMENT APPLICATION.

(ALL REQUIRED DRAWINGS WILL BE SUBMITTED ONCE CONCEPT PLAN IS APPROVED)

LOCATION MAP
NTS

SITE DATA

PARCEL: 701400000216
CURRENT ZONING = RR (RURAL RESIDENTIAL)
PROPOSED ZONING = PD (PLAN DEVELOPMENT)
TOTAL PROPOSED LOTS = 34 LOTS

TOTAL CONTIGUOUS AREA = 273,225 SF (6.27 AC)
TOTAL PROPOSED BUILDINGS= 68,306 SF (25.00%)
TOTAL PROPOSED PAVEMENT = 46,915 SF (17.17%)

TOTAL IMPERVIOUS AREA = 115,221 SF (42.17%)
TOTAL PERVIOUS AREA = 158,004 SF (57.83%)

TOTAL STORM WATER POND = 23,943 SF (8.76%)

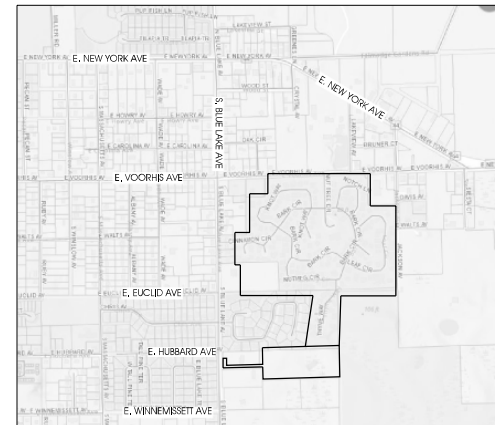
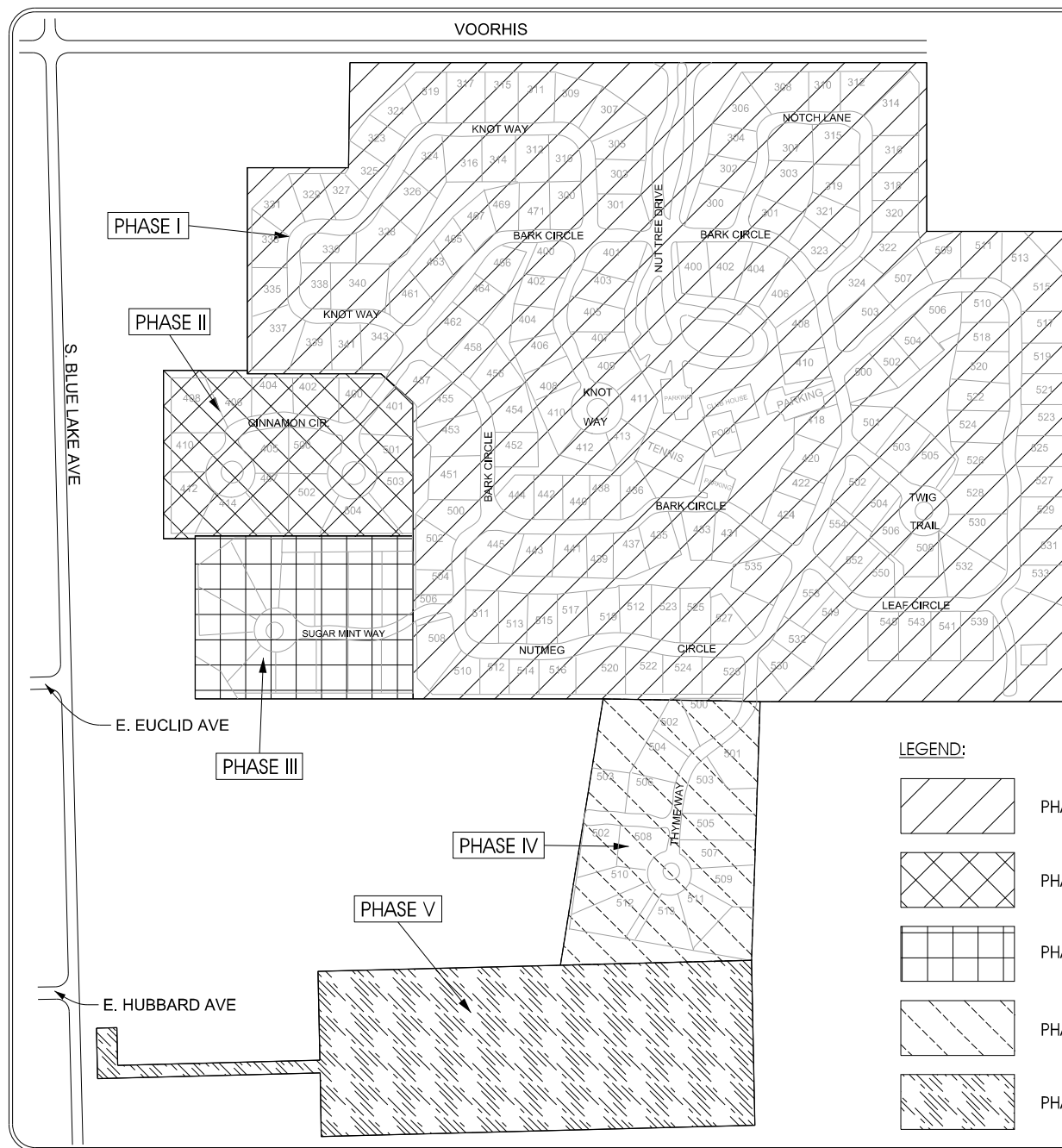
BUILDING SETBACK:

FRONT = 20'
SIDES = 7.5'
REAR = 10'
REAR = 12.5' (ABUTTING PERIMETER)

LANDSCAPE BUFFER:

FRONT (W)= 12.5'
REAR (E) = 12.5'
SIDES (N)= 12.5'
SIDES (S)= 12.5'

ENGINEERING		•	PLANNING		•	DESIGN		•	PERMITTING				
EPI ENGINEERED PERMITS, INC. 311 SOUTH WOODLAND BLVD. SUITE A DELAND, FL 32720 PHONE: 386-734-0830 FAX: 386-734-8026 CERT NO. 28296 EMAIL: ep@epieng.net		PROJECT: CONCEPTUAL SITE PLAN FOR THYME WAY EXPANSION DELAND, FL		SHEET TITLE: SITE DATA AND LAYOUT SHEET		REVISIONS:		DATE		BY		DESCRIPTION	
						DATE		BY		DESCRIPTION			
MICHAEL WOUTUNIAK, P.E. P.E. NO. 60934 EMAIL: mwoutuniak@epieng.net		SHEET NO.		1 OF 1									



LOCATION MAP
SCALE: NTS



SCALE: NTS

[illegible]

ENGINEERED PERFORM, INC.
311 SOUTH WOODLAND BOULEVARD
SUITE A
DELAND, FL 32720
PHONE: 386-734-8830
FAX: 386-734-8228
CREDIT BDL 30290
EMAIL: ec@epiengr.net

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SHEET NO.

1 OF 1

*****THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MICHAEL J. WOLITINSKI, P.E. ON 4/1/2022. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES, UNLESS THE RAISED SEAL HAS BEEN UTILIZED. ***

**PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD
April 20, 2022**

APPLICATION NO.: Z22-040

APPLICANT: Mr. Michael Woods, Esq., Cobb Cole

REQUEST: Amend the existing zoning designation from Volusia County's R-4 & RR to City of DeLand's The Oaks Community PD

APPLICABLE REGULATIONS:

Article IV	OVERLAY AND FLOATING ZONES Sec. 33-32 – Planned Development District.
Article XII	ADMINISTRATION AND ENFORCEMENT Sec. 33-135 – Procedure for text amendments & rezoning.

A. SITE FACTORS:

Location:	Generally located at the southeast corner of E. Voorhis Ave. and S. Blue Lake Ave.
Parcel Size:	± 51.86 acres
Land Use:	Volusia County Urban Low Intensity
Existing Zoning:	Volusia County RR – Rural Residential
Existing Use:	Undeveloped

	SURROUNDING USE:	SURROUNDING ZONING:
North:	LDR; MDR	R-1AA; The Oaks PD; R-1B; R-M
South:	VC: ULI; LDR	VC: Rural Residential; R-1AA
East:	LDR; MDR	RR; R-M
West:	LDR; VC: ULI	R-1B; R-4

B. ANALYSIS:

The proposed development consists of ± 51.86 acres of property generally located at the southeast corner of E. Voorhis Ave. and S. Blue Lake Ave. The Oaks Community is an existing age-restricted mobile home community, and carries a mixture of both PD zoning as well as R-M zoning. The applicant is requesting to incorporate existing The Oaks Community and The Oaks PD, with additional property, into a single PD. The new PD will take the place of the existing PD.

The applicant has submitted concurrent applications for an annexation (AN22-066) and for a future land use amendment (SMLU22-067) to change the future land use designation from Volusia County's Urban Low Intensity to City of DeLand's Urban Low Intensity.

Phasing of the PD is documented within The Oaks development agreement, which also provides a graphic of the Phasing Plan included as "Exhibit C". Phase One is designated as the Oaks and

THE FOLLOWING TRC COMMENTS REMAINING:

Applicant's responses are noted and bolded.

PLANNING DEPARTMENT COMMENTS:

Word doc

1. Please provide a Word document copy of the PD Agreement with future submittals.

RESPONSE: Noted, thank you.

Emergency Access

2. Call out location of the Emergency Access easement on the plan (of Phase 2).

RESPONSE: This will be provided in design plans at a future stage.

Decorative Wall

3. In PD Agreement, you state that a decorative wall will not be required. If you do not plan on constructing one, please remove the wall details at the top of the page.

RESPONSE: Please see updated revised phasing plan

RR Zoning

4. Pg.1/Line 10 – Please delete reference to “Volusia County RR” as no portion of this site has such zoning classification.

RESPONSE: Please see updated PD Agreement.

Trip Generation Report

5. During the review of the last zoning application (Z21-073) you were informed that an updated Trip Generation Report was needed stating the number of new MH's proposed & their trips.

RESPONSE: Please see the attached traffic memo dated 4/5/2022.

Overall phase map

6. Please add an additional page to Exhibit “B” of a simple map showing an overall view of entire PC and the location of the 3 phases outlined & labelled.

RESPONSE: Please see updated plan attached.

RR Zoning

7. Pg. 3/Lines 5&23 – Please delete reference to “Volusia County RR” as no portion of this site has such zoning classification.

RESPONSE: Please see updated PD Agreement.

Capitalize

8. Pg. 6/Line20 – Please capitalize the “O” in Development Order.

RESPONSE: Please see updated PD Agreement (we decided to lowercase it all for consistency).

Duplicate Line

9. Pg. 7/Line6 – Statement “Phase One has been built out to completion.” Is a duplicate of Lines 10-11. Please delete first occurrence.

RESPONSE: Please see updated PD Agreement.

Semicolon

10. Pg. 7/Line 9 – Please add semicolon for clarity.

RESPONSE: Please see updated PD Agreement.

Customary uses

11. Pg.7/Section D – Also add “all customary uses” statement for the MH’s, same as the single-family residence.

RESPONSE: Please see updated PD Agreement.

Hereby

12. Page8/Line 7 – Hereby is one word.

RESPONSE: Please see updated PD Agreement.

Correct date

13. Page 8/Line 11 – Please add exact adoption date – November 19, 2001 (Ord. #2001-25)

RESPONSE: Please see updated PD Agreement.

Phase 2 Landscaping

14. Pg. 8 & 9 – Please switch section “b” of Phase Two with “c” so both landscaping section are co-located.

RESPONSE: Please see updated PD Agreement.

Screened Porch

15. Pg. 9/Line 7 – As currently written, a screened porch is required for all units; do you wish this to be a requirement?

RESPONSE: Please see updated PD Agreement removing this language.

Phase 3 Landscaping

16. Pg. 10 – Please switch section “b of Phase Two with “c” so both landscaping sections are co-located.

RESPONSE: Please see updated PD Agreement.

Screened Porch

17. Pg. 10/Line 13 - As currently written, a screened porch is required for all units; do you wish this to be a requirement?

RESPONSE: Please see updated PD Agreement removing this language.

Buffer Standard

18. Pg. 10/Section b – Please add a Buffer Standard “B” requirement.

RESPONSE: Please see updated PD Agreement.

Separation between units

19. Page 10/section a – Add a requirement for a minimum separation distance of 15 ft.

RESPONSE: Please see updated PD Agreement.

Buffer Standard

20. Pg. 8/Section b – Please add a Buffer Standard “B” requirement.

RESPONSE: Please see updated PD Agreement.

Opacity

21. Pg. 8/Line 24 – 80% screening with vegetation is more the standard, as 100% opacity is difficult to achieve with plants.

RESPONSE: Please see updated PD Agreement.

22. Pg. 10/Line 6 - 80% screening with vegetation is more the standard, as 100% opacity is difficult to achieve with plants.

RESPONSE: Please see updated PD Agreement.

Title

23. Label Plan as “Phase Two”

RESPONSE: Please see attached phasing plan.

Label

24. Label as “Phase Three” on plan.

RESPONSE: Please see attached phasing plan.

Show buffer

25. Separate out/delineate the perimeter buffer on plan.

RESPONSE: This will be provided in design plans at a future stage.

Fences

26. There is a barbed wire fence shown on the northern boundary between phases 1 & 3. Barbed wire is not permitted within the City of DeLand. Please remove the fence for the plan and in the field during construction. Also please do the same for the 6-ft. wood fence running through the proposed stormwater retention pond.

RESPONSE: That is because it is from the survey. This will be removed as part of design plans at a future date.

Project Data Table

27. In “Project Data” table, please give the total impervious percentage for all 4.66 acres of Phase 3.

RESPONSE: This will be provided in design plans at a future stage.

Park Area

28. In PD Agreement language, describe the “Park Area” and state the type of amenities to be provided here. (Bench, doggy bag holder, etc.)

RESPONSE: Please see updated PD Agreement dated 4/4/2022.

Concept Plan Copies

29. Please upload more-legible copies of Phases Two & Three’s concept plans to this application.

RESPONSE: Please see attached phasing plan.

Section 33-135 of the Land Development Regulations provides the following criteria, which the City Commission shall utilize in reviewing a rezoning request:

1. Is the proposed rezoning consistent with the Comprehensive Land Use Plan, the land use, zoning pattern and character of the surrounding area?

The proposed project is an extension of the existing The Oaks MHP. Proposed lots are of a similar size as those found in a previous southerly extension of The Oaks MHP, and overall density is capped by the PD at 4 dwelling units per acre. Moreover, including the existing single-family home onsite, the actual density calculates at only 2.79 actual dwelling units per acre.

The development is consistent with the Comprehensive Plan in that the underlying proposed land use category of Urban Low Intensity allows up to 4 dwelling units per acre.

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

This request is for an amendment to the zoning designation only, and no site plan has been submitted at this time. This is an in-fill project, so the impact to the environment should be minimal. The developer has also stated in the PD Agreement that in addition to providing the required 15% Tree Protection Area, they intend to retain and protect any trees located beyond 5 ft. from the building footprint. In addition, all efforts will be made to flip floor plans and/or make site adjustments on an individual lot level in order to maximize tree preservation.

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

The infusion of new, affordable housing types for seniors should have a positive impact on the general area.

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

Governmental services such as potable water, sewer, code enforcement, police, and fire are available for the subject property and will be provided by the City.

The City's Utilities Department has indicated that there is both water and sewer capacity to serve the development, via both S. Blue Lake Ave. (*water only*) and internally, through the existing mobile home park. (*water & sewer*)

The current site will be used for the future expansion of the mobile home property. There will be 12 new occupied units on the Sugar Mint Way expansion and 24 occupied units in the Thyme Way Future expansion. Using the ITE Trip Generation Software we have calculated the potential new trips using the Mobile Home Land Use number 240 with 36 occupied dwelling units. This results in 180 average weekday 2 way driveway trips onto Voorhis Avenue. The AM peak will be 16 new trips and the PM peak will be 21 new trips. Based on the low number of proposed new trips this project will not exceed any undesirable effects on the roadway.

Due to the size of the project, a full Traffic Impact Analysis is not required.

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

The current housing market's situation of increased demand for housing, accompanied with limited housing stock, supports infill projects such as this.

6. Was there a mistake in the original classification?

The property is being annexed into the City and therefore needs a City zoning designation.

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

The infusion of additional homes for those of retirement age should have a positive impact on the general area.

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

With appropriate screening to neighboring residents, development of the subject property as an expansion to the adjacent mobile home park should have little to no negative impact upon public health, safety and welfare.

C. CONCLUSION:

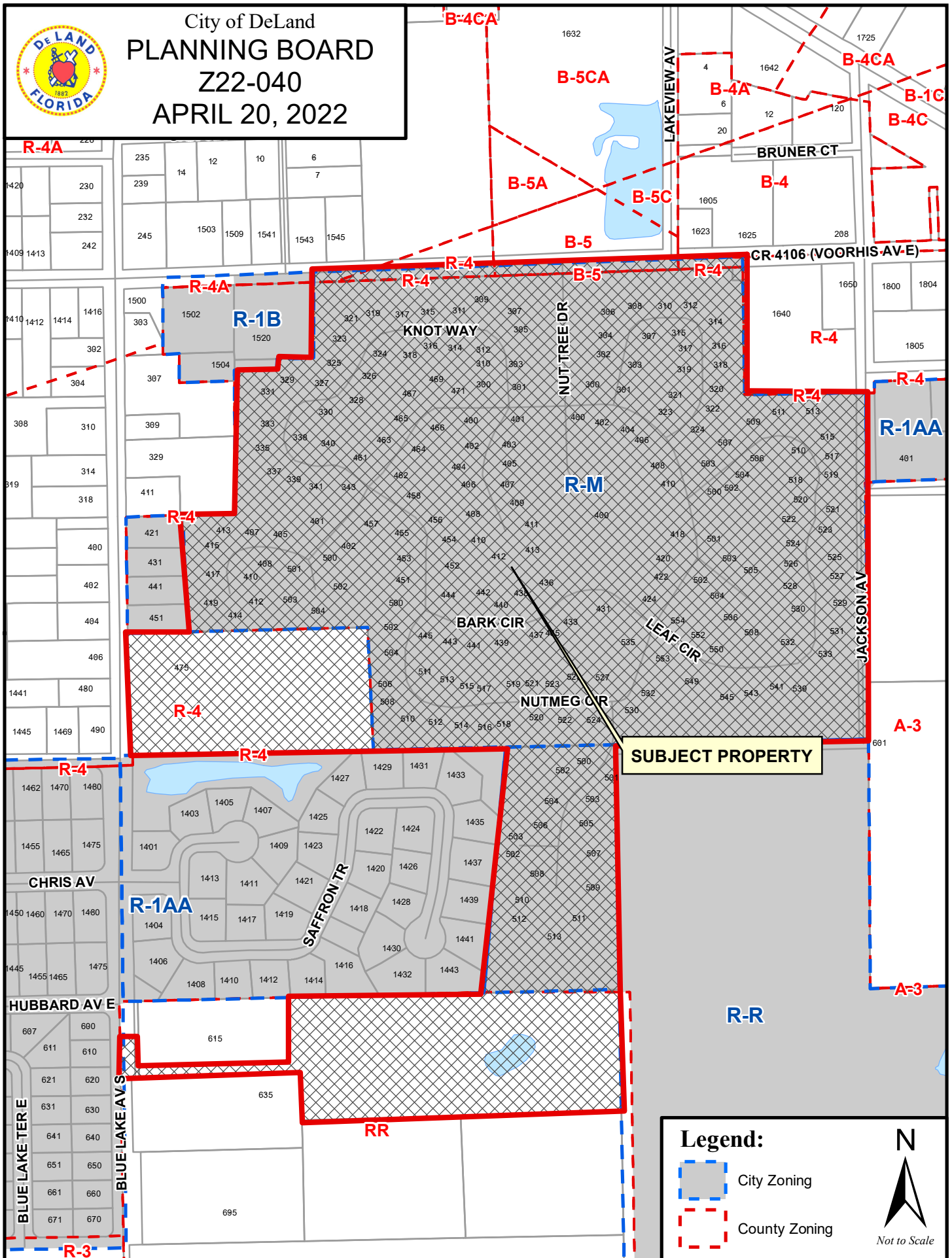
The Applicant is proposing a rezoning of the subject properties to a Planned Development to incorporate existing The Oaks Community and The Oaks PD, with additional property, into a single, consolidated PD. Submittal of a site plan will be required to ensure the provisions of the Planned Development Agreement are satisfied for all new development, as determined by TRC Staff.

D. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward the zoning request to the City Commission with a recommendation for approval, subject to addressing all comments from Staff and the Planning Board.

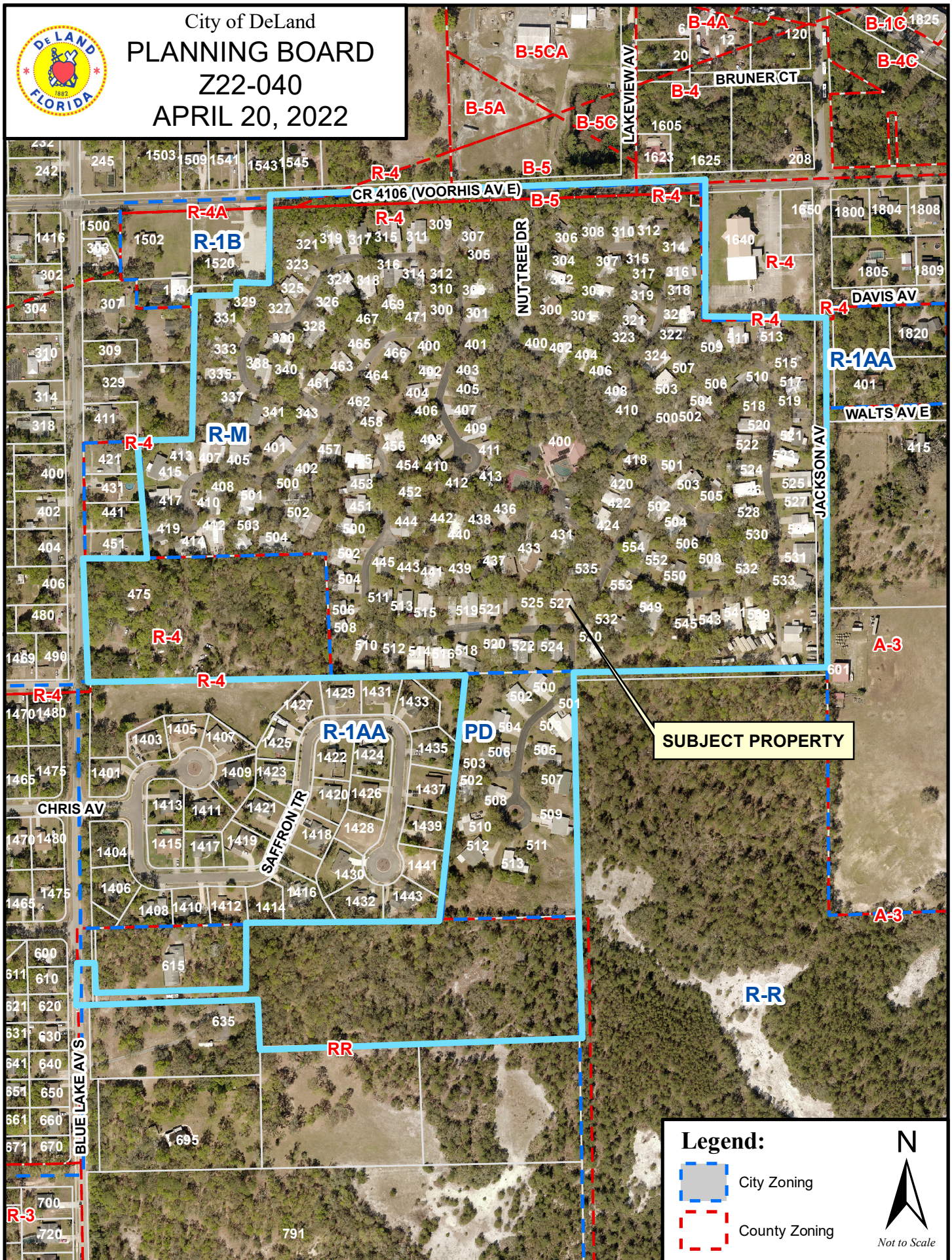


City of DeLand
PLANNING BOARD
Z22-040
APRIL 20, 2022





City of DeLand
PLANNING BOARD
Z22-040
APRIL 20, 2022



CITY OF DELAND
Request for Commission Action
June 6, 2022

SUBJECT: Consideration re Melching Field Design-Build Contract.

DEPARTMENT: Public Service

PREPARED BY: Chad Gamble, Public Services Director

ATTACHMENTS: Technical-DesignSubmittal 5-23-22, 34T4520-WS Contract Melching - June 6 2022

APPROVED BY: Michael Pleus, City Manager, June 2, 2022

SUMMARY/HIGHLIGHT:

The City has been at work for years on developing plans for major upgrades to Melching Field. The City elected to approach the construction via a design build procurement method. CPH consultants were selected to provide the Design Criteria Package (DCP) that served as the building blocks for the design build teams to offer their qualifications to be short listed. Wharton-Smith (WS) was the sole proposal submission received of the three original short-listed firms.

As a reminder, the major components of the Melching Field design build contract only are:

- Traffic topping and waterproofing of concrete stadium surfaces
- Perimeter fence and padded wall installation
- Three new rows of stadium level seating behind home plate
- Two-story pavilion and reconstructed pedestrian ramp
- Bathroom renovations and related code improvements
- LED light fixture upgrades/replacement
- Concession stand renovations and code improvements
- Fabric shade structure installation
- Press box remodel/upgrades and code improvements

WS's original proposal costs for the construction of the full scope as detailed in the DCP and in the time required was \$10,400,000. The selection committee members unanimously recommended the award of the design build proposal to WS. Noting the current budget for all projected improvements is \$5,798,544, the panel understood that value engineering and scope analysis/reductions and/or development of a phased approach were required in order to complete all of the much-needed improvements and required code upgrades to Melching Field.

The output of the value engineering discussions was to recommend three different scenarios for Stetson University and the Commission to consider. These options are described below.

Option #1 - Enter into contract with WS for amount of \$2,376,680

This contract would construct the following items as part of their contract:

- Traffic topping and waterproofing of concrete stadium surfaces

- Perimeter fence and padded wall installation
- Three new rows of stadium level seating
- Concrete stadium repairs

(reminder: the stadium seating, field lighting, turf and irrigation installation, bull pen relocations, scoreboard, PA system, netting, security camera installation are all improvements that are moving forward under separate procurement documents and will be completed by Spring of 2023.)

If Option #1 is selected, this would bring the PROJECT COST TO: \$6,633,678.

This would require the City to appropriate additional funds in the amount of \$1,682,567 of which \$1,250,000 is due to the loss of the ECHO grant that was anticipated as revenue.

Stetson University is supportive of this option and have committed to their share of the 50/50 match of the additional costs.

Option #2 – Enter into contract with WS for the amount of \$4,240,680

This option would construct the same improvements as option #1, as detailed above, and add in the following improvements:

- Improvements/upgrades to the maintenance and support areas of the stadium
- Demolition and construction of the new ADA accessible stadium ramp
- Construction of a new multi-purpose two-story pavilion and observation areas along the third base line.

If Option #2 is selected, this would bring the PROJECT COST TO: \$8,597,677.73

This would require the City to appropriate additional funds to the amount of \$2,664,567 of which \$1,250,000 is due to the loss of the ECHO grant that was anticipated as revenue.

This is Stetsons preferred option that they are also supportive of and have committed to their share of the 50/50 match of the additional cost.

Both of the options #1 and #2 presented above would be able to be substantially complete by February 12, 2023 with the understanding that the contract for the preferred option would be authorized at the June 6, 2022 Commission meeting.

Option #3 – Complete Option #1 above and perform all remaining items in 2023/2024

This option would require appropriations as detailed above in Option #1. However, the remaining scope items not completed by WS in the first year would be completed in a second year of construction. Those items would be:

- Two-story pavilion and reconstructed pedestrian ramp
- Bathroom and related code improvements
- Concession stand renovations and code improvements
- Fabric shade structure installation

- Press box remodel/upgrades and code improvements

The total cost of the second year of construction improvements to the stadium is estimated to be \$7,886,186. The City is proposing to submit an exceptional ECHO grant for the amount of \$2,500,000. Thus, bringing the costs that are shared 50/50 by Stetson and the City of DeLand for the second year of construction for the construction contract to approximately \$5,400,000. If this option is selected, there would have to be an additional future commitment of funding from each, the City and Stetson University, of approximately \$2,700,000.

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:

The selection of Option #1 would require an additional appropriation of \$1,682,567. The selection of Option #2 would require an additional appropriation of \$2,664,567. If Option #3 is selected, it would require an immediate appropriation of \$1,682,567 and a future appropriation, pending confirmation of the award of the ECHO grant, of approximately \$2,700,000.

RECOMMENDATION:

Staff recommends that the City Commission approve to move forward and authorize execution of a contract to the Wharton Smith design team for Option #1 or Option #2 as detailed within this RCA and provide guidance on the future plans for Option #3. Based on the Commission's actions staff will bring forward at a subsequent meeting a budget amendment reflecting the Commission's preferences.

BACKGROUND/DISCUSSION:

The City issues an RFQ, in accordance with state statutes, for the purposes of establishing a list of qualified design build teams to construct improvements to Melching Field. 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 were:

- 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.

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.

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 costs 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)



May 23, 2022

Chad A. Gamble, P.E.
Director of Public Services
City of Deland

Re: Melching Field Stadium Improvements
Revised Scope of Work – Phase 1 (Excluding Pavilion – See Alternate in Narrative)

Chad,

Please find enclosed our revised scope of work – Phase 1 for the Melching Field Stadium Improvements excluding the Pavilion, which we have provided as an Alternate. We have included an updated Technical Design Narrative showing the Pavilion as an Alternate, highlighted drawings showing Phase 1, Phase 2, and Pavilion work areas; and pricing for the Phase 1 scope, as well as the Pavilion scope as described.

The direction agreed by the parties on the conference call Tuesday, May 11th decided the direction for the project was to identify the cost of doing the work that enhances the fan experience. To be specific we have revised the Technical Design Narrative per our discussions. The other part of the direction was to include only the work we could finish by the start of the baseball season in February 2023. We are unable to complete the stadium canopy work by February of 2023 and for this reason we have not included it in Phase 1. To further help with define the work of Phase 1, we have highlighted several drawings showing the Phase 1, Phase 2, and Pavilion work areas. The Narrative included with this letter dated May 20, 2022, has been updated to reflect the Pavilion as an Alternate.

The interior renovations and associated engineering design costs are not included in Phase 1. We understand the bathrooms do require upgrading to meet code and can be done under a future Phase. The noncompliant ramp is being replaced under in the Alternate for the Pavilion. The new 3 rows of seating are included with the Phase 1 work as well as the stadium seating area upgrades.

The price for the revised scope Phase 1 is \$2,376,680.

The price for the Pavilion is \$1,864,000, which includes removing the existing ramp and installing the new ramp.

The savings from Direct Purchase of major materials and equipment would be approximately \$34,500.

We look forward to working with you on this exciting project.

Andy Duthie
Director of Preconstruction

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REVISED NARRATIVES

City of DeLand Melching Field Stadium Improvements
Technical Design Narratives
Revised Scope of Work, Phase 1 (Excluding Pavilion)
May 20, 2022

The purpose of the revised Scope of Work Phase 1 (excluding the pavilion) is to reduce project costs while maintaining the intent of enhancing the fan experience. The “wow-factor” for the fans will be maintained while reducing scope of work behind the scenes to maximize the value of the project. The other component of this is to create a Phase I project to allow work to be completed prior to the start of the 2023 season in February. The concept of this Phase I Scope of Work (Excluding Pavilion) was developed during discussions on May 10, 2022, between the City of DeLand, Stetson University, CPH, and Wharton-Smith personnel. [This Narrative is updated to reflect the pavilion as an Alternate and is indicated in blue font.](#)

CIVIL NARRATIVE

Baseball Off-Field Improvements

The Design/Build Team (DBT) will work in conjunction with the City’s Field Improvement Contractor (FIC) in regard to coordinating multiple construction disciplines working within the field and outside the field. The DBT site work portion of the contract will include, but not limited to, the construction of the following items.

- A. [Pavilion site work \(See Alternate\)](#)
- B. Outfield fence removal – by owner
- C. New outfield fence installation
- D. Padded wall and fence protection
- E. Relocate existing foul poles
- F. Fence gates
- G. Existing netting poles to remain
- H. Northern access to field
- I. Flag poles and stadium pendants – removed by owner
- J. Concrete sidewalk repair

The DBT is responsible for the work outside the field fencing. The outfield fence is going to be removed by the owner with the grading required for this being performed by the DBT. The FIC will do the grading within 10’ of the outfield fence to allow for the field to be constructed to begin the field sod grow-in period. Once the DBT finishes final grading at the outfield fence area and installing the new outfield fence, then the FIC will finish the warning track. A similar situation occurs in relations to construction of the new home plate field seats. The FIC will need to rough grade the area as part of the field removal. The DBT will grade and install the field seats. Once the DBT has finished all work that needs to be accessed from the field, the FIC will then construct the artificial turf header curbs and install the artificial turf.

The DBT and the FIC shall coordinate and work with each other on successful completion of the project. The FIC will isolate the grass field, by means of a snow fence, stakes/flagging, etc. Any damage done to the field by the DBT will be the responsibility of the DBT.

Upon finalizing the design, the DBT must determine if a stormwater permit modification will be required due to pond modifications, [pavilion \(See Alternate\)](#) and seating construction, or artificial turf addition.

City of DeLand Melching Field Stadium Improvements
Technical Design Narratives
Revised Scope of Work, Phase 1 (Excluding Pavilion)
May 20, 2022

DBT must notify the City and obtain a City and/or St Johns River Water Management District (SJRWMD) permit for the proposed improvements.

ARCHITECTURAL NARRATIVE

The Design/Building Team (DBT) understands that it is not restricted to use the design aesthetic represented in the Design Criteria Package (DCP) but is encouraged to utilize it as minimum standard of quality. The DBT will be responsible for detailed development of a full set of contract drawings (drawings and specifications) to provide a complete and functional facility in compliance with the codes of the City of DeLand.

The scope, as presented within the DCP, is understood to be comprised of the following:

- A. Construct a two-story pavilion in conjunction with a new stair, ADA ramp and storage facility on the east side of the stadium. ***ALTERNATE**
- B. Construct three new rows of field level seating.
- ~~C. Remodel existing restrooms and concession area. Phase 2~~
- ~~D. Fabric shade structure over existing seating areas. Phase 2~~
- ~~E. Remodel press box and City Suite. Phase 2~~
- ~~F. Remodel City side locker room areas. Phase 2~~
- G. Apply new traffic coating over existing stadium deck in addition to the new concrete stairway & observation deck, ADA Ramp & second floor of new pavilion. (See Alternate for Pavilion traffic coating)

Authority Having Jurisdiction: City of Deland, Florida

Applicable Codes:

- Florida Building Code (FBC), 7th Edition, 2020, Existing Buildings, including amendments
- Florida Mechanical Code, 7th Edition, 2020, including amendments
- National Electrical Code, NFPA 70, 2020
- Florida Plumbing Code, 7th Edition, 2020
- Florida Fire Prevention code, 7th Edition, 2020
- Florida Accessibility Code, 7th Edition, 2020
- Life Safety Code, NFPA 101, Florida Edition
- NFPA 1

Items to be purchased and installed by others are understood to include:

- A. Stadium Seating
- B. Installation of new LED field lights
- C. Scoreboard
- D. Bullpens with retaining walls

City of DeLand Melching Field Stadium Improvements
Technical Design Narratives
Revised Scope of Work, Phase 1 (Excluding Pavilion)
May 20, 2022

***ALTERNATE - Pavilion, Exit Stairs, ADA Ramp & Storage Facility:**

The two-story Pavilion shall be constructed as an extension on the east side of the stadium. Both levels of the Pavilion will provide unassembled seating for spectators. Basic construction of the Pavilion shall be steel frame, concrete slab on grade, precast planking with a concrete topping on the second floor and light gage metal trusses protected with a prefinished aluminum standing seam metal roof system, with associated roof accessories and gutter system.

Existing ADA Access Ramp will be replaced with a new poured in place reinforced concrete foundation/wall system. For immediate access to the main deck level, a cast-in-place concrete stair will be provided adjacent to the new ramp.

Circulation between the mid deck level of the stadium, stairway, ADA ramp and pavilion will consist of an open deck area that will enclose a ground level storage area for maintenance crews.

Additional Field Level Seating:

Three additional rows of seating shall be constructed behind home plate. Basic Construction shall be poured in place concrete over compacted fill. Front wall of extended seating will be padded on the field side to protect players along with extended screening to protect spectators.

~~Restroom & Concession Area:~~

~~Existing restrooms as required to meet updated codes, shall be totally remodeled with a refresh of new fixtures, finishes and ventilation. The concession area will be remodeled to improve function, lighting, ventilation, and security. Phase 2~~

~~Shade Structures:~~

~~A fabric shade system is proposed to cover a major portion of the stadium seating area. The canopy structures shall cover approximately 6,100 S.F. The fabric shall be fixed in place and shall have capacity with the steel support to withstand the stated wind speed requirements, as indicated in the Structural narrative section of this document. Phase 2~~

~~Remodel Press Box & City Suite:~~

~~Upper press box level shall be upgraded in selected rooms with new solid surface counter tops. Conduit and power shall be provided to the new Owner-provided scoreboard. Mini split air conditioner shall be provided in existing mechanical room. Phase 2~~

City of DeLand Melching Field Stadium Improvements
Technical Design Narratives
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~~Remodel City Side Locker Rooms:~~

~~Modifications have been proposed to bring restrooms and shower facilities into code compliance. Finish upgrades shall include ceiling insulation applications, new suspended ceilings, lighting, and flooring. General ventilation and A/C systems shall be replaced. Phase 2~~

Pedestrian Traffic Coating:

The existing stadium deck shall be completely refinished with a new traffic coating that will be resistant to stadium traffic wear. Work will require complete removal of existing coating material, patch work of concrete and plugging holes left from existing seating attachments.

**ALTERNATE - Traffic coating system shall continue into new construction areas including stairway, ADA ramp & second floor of Pavilion.*

STRUCTURAL NARRATIVE

APPLICABLE CODES

This project will be designed using the Florida Building Code (FBC), Seventh Edition (2020).

DESIGN CRITERIA – Typical for all buildings Unless Noted Otherwise

Ultimate Design Wind Speed: 146 MPH

Risk Category: III

Exposure: C

Internal Pressure Coefficient: +/- 0.18

Kd=0.85

Structural Dead Loads : Actual Building Material Weights

Structural Live Loads : Typical loading: 100 psf

Corridors: 100 psf

Stairs: 100 psf

Mechanical: 150 psf

Roof: 20 psf

Canopy Structure over the Existing Building Seating:

~~The existing building has been analyzed for the additional loads from the new Canopy Structure over the existing building seating. This includes both gravity loads and wind loads to meet the current building code.~~

City of DeLand Melching Field Stadium Improvements
Technical Design Narratives
Revised Scope of Work, Phase 1 (Excluding Pavilion)
May 20, 2022

~~A connection to the existing column will transfer all loads from the Canopy Structure. This connection will consist of 3/4 inch diameter bolts at each side of the concrete column and attach at both sides of the concrete columns with one inch thick steel plates. There will be two clusters of bolts, one will be near the top of the column and the other one will be below the concrete beam below the sloped seating. Phase 2~~

***ALTERNATE - Pavilion Structure:**

Based upon the preliminary geotechnical report which has been generated by Bechtol Engineering and Testing, Inc, this building can be founded upon a shallow monolithic foundation system that includes a mat to minimize differential settlement.

There are some existing RCP pipes that need to be bridged. Although these are shown as being bridged by a monolithic pile cap, we are proposing that a grade beam can be designed to bridge this pipe. A compressible material will be placed over the pipe to avoid any load transfer.

The ground floor slab is anticipated to be a 5" thick concrete slab-on-grade reinforced with Welded Wire Fabric (WWF) or polypropylene fibers.

The new elevated floors are proposed to be 8" hollowcore planks with a 2" structural topping ranging in thickness from around 2" to 4". The difference in thickness is needed to achieve the appropriate slope for positive drainage. The hollowcore planks shall bear on steel beams and columns. Special attention will be paid to the detailing of the joints between the planks to minimize cracking in the topping.

An alternate to the hollow core planks mentioned above can be a composite steel framing system. This system has excellent vibration damping characteristics and is capable of the required spans with relatively shallow members, easy to meet the required fire resistance rating and fast to erect.

The composite steel system consists of composite wide flange steel beams at each column line and equally spaced approximately 9'-0" oc with headed studs welded to the top flange supporting a 2" galvanized composite metal deck plus 4½" normal weight reinforced concrete (above the flutes) for a total slab thickness of 6½". All steel exposed to the weather shall be hot dip galvanized.

Roof will be 5/8" fire-treated plywood sheathing deck supported by Pre-Engineered light gage steel trusses spaced maximum 2'-0" on center. The trusses will be supported by steel beams. All steel exposed to the weather shall be hot dip galvanized. An alternate canopy system like the one being done over the existing building can also be used and the building expansion designed for these loads.

City of DeLand Melching Field Stadium Improvements
Technical Design Narratives
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The interior columns will be wide flange steel columns. All steel exposed to the weather shall be hot dip galvanized.

Load bearing walls and retaining walls shall be 8" cast-in-place reinforce concrete or reinforced masonry construction. Either block bond beams or poured concrete tie beams (at the top of the sloping ramps). Filled cells will be reinforced and spaced according to the loading requirements.

The lateral system will be composed of roof and floor diaphragm being transferred through concrete and masonry shear walls and steel moment frames at the steel columns.

Renovations to the Existing Building:

~~Any modifications to the existing building will be analyzed to meet the current building code and will be reinforced accordingly.~~ **Phase 2**

END OF TECHNICAL NARRATIVES

2

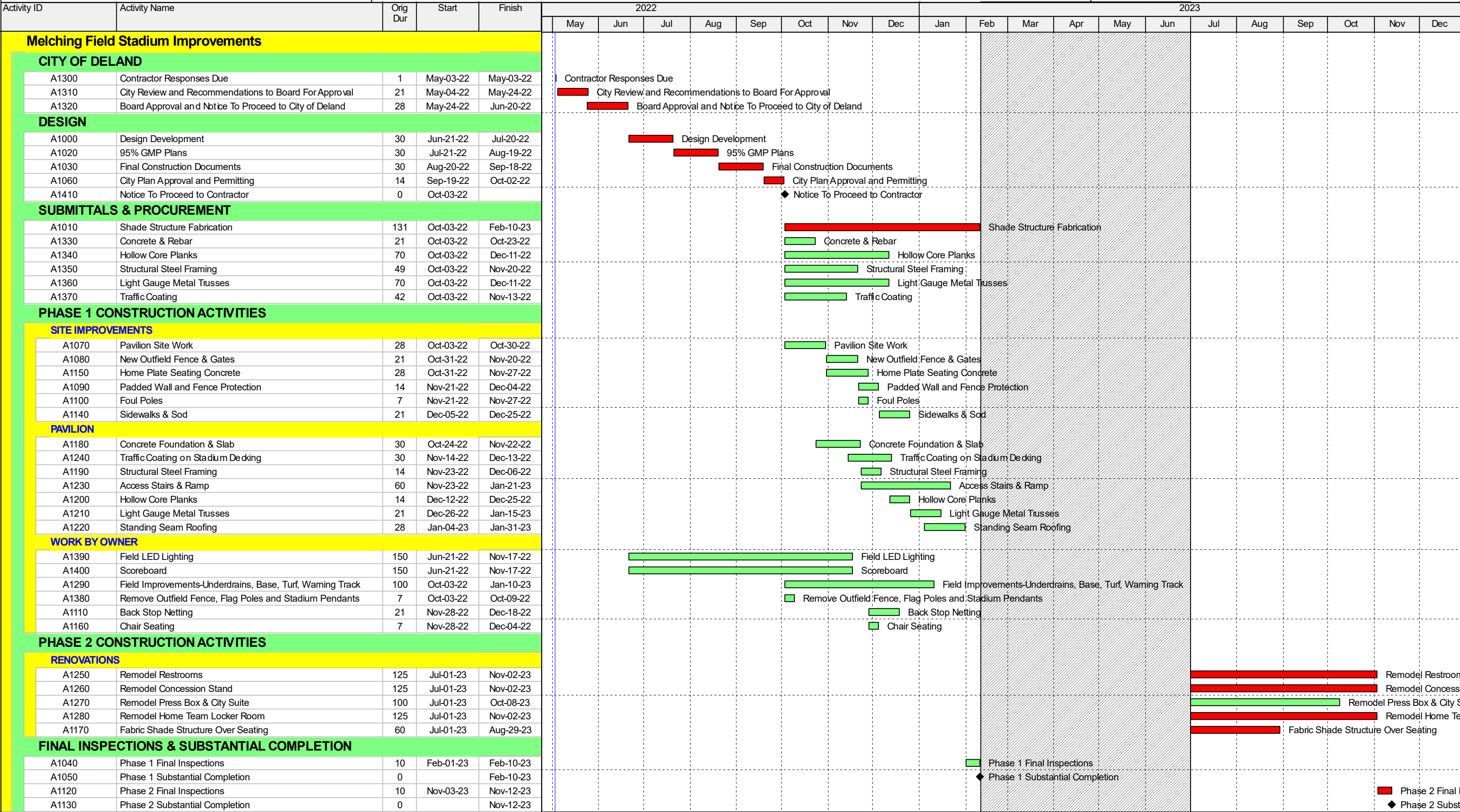
UPDATED SCHEDULE

Dated May 13, 2022



MELCHING FIELD STADIUM IMPROVEMENTS
STETSON UNIVERSITY

Project ID: PS-226-02
Data Date: May-03-22



Actual Work Remaining Work Critical Remaining Work M...

3

DWGS - PH 1 & PH 2

[illegible]

- 

1

1/16" = 1'-0"

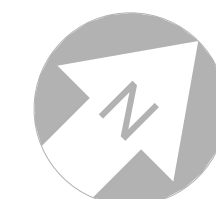


Diagram illustrating the removal areas for the existing concrete slab, seat, and bench. The diagram shows three rectangular areas, each with a different hatching pattern, representing the areas to be removed. The top area is labeled "DEMOLISH" and is hatched with red diagonal lines. The middle area is labeled "AREA OF SLAB REMOVAL" and is hatched with blue diagonal lines. The bottom area is labeled "AREA OF SEAT REMOVAL" and is hatched with green vertical lines. The label "AREA OF BENCH REMOVAL" is also present but not associated with a specific hatched area in the diagram.



500 West Fulton St.
Sanford, Fl. 32771
Ph: 407.322.6841

State of Florida Licenses:
Architect No. AA2600926
Engineer No. 3215
Landscape No. LC0000298
Surveyor No. 7143



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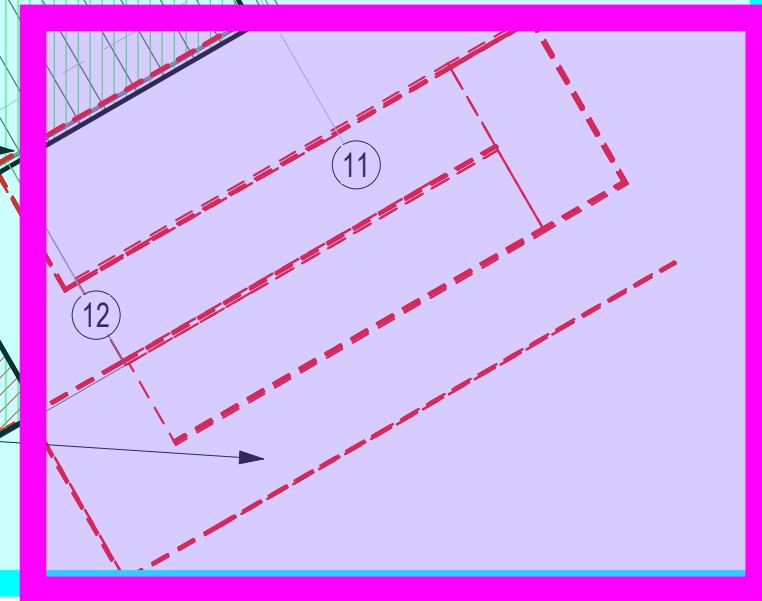
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Sheet No.

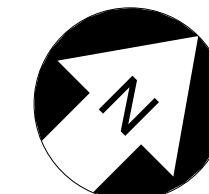
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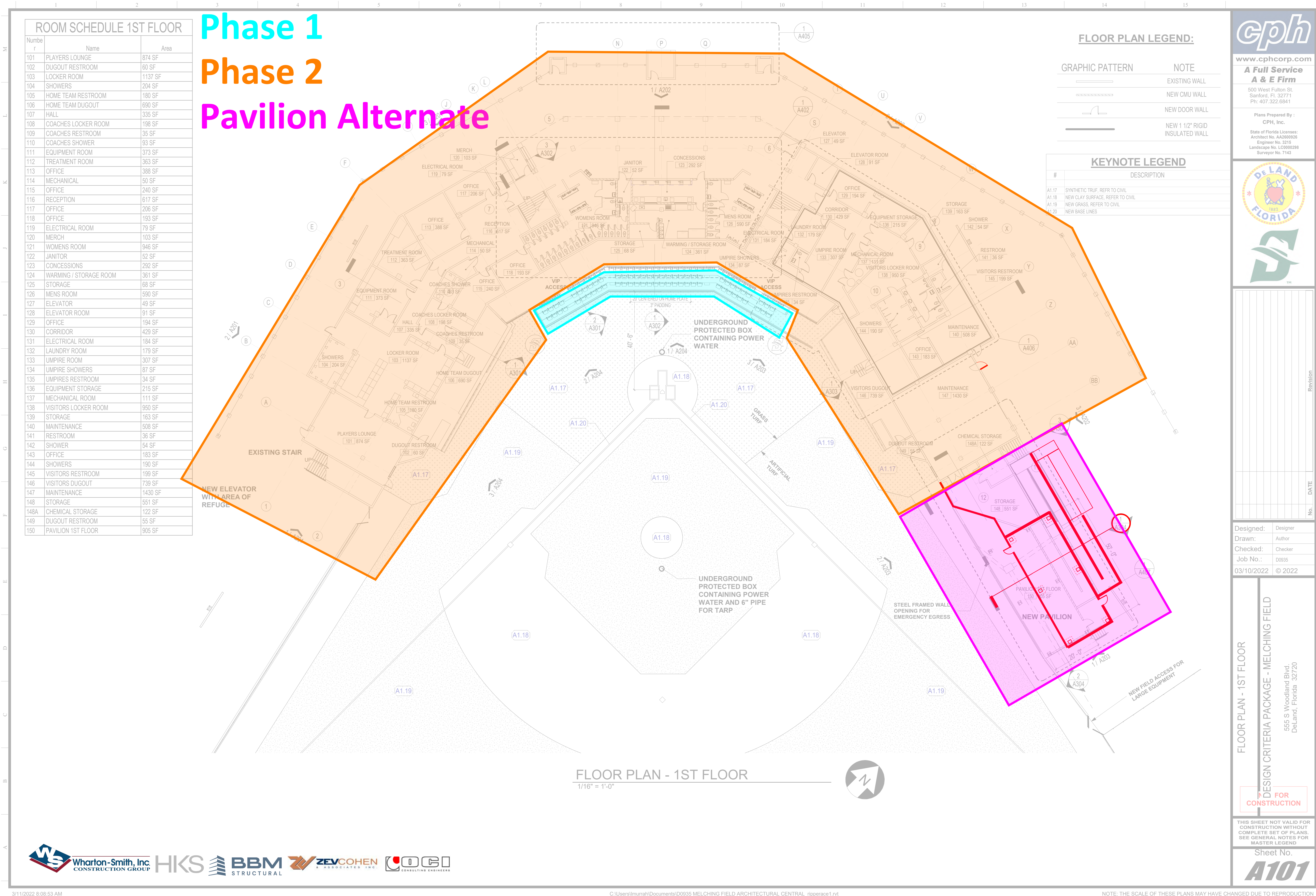
AREA OF BENCH REMOVAL



1/16" = 1'-0"



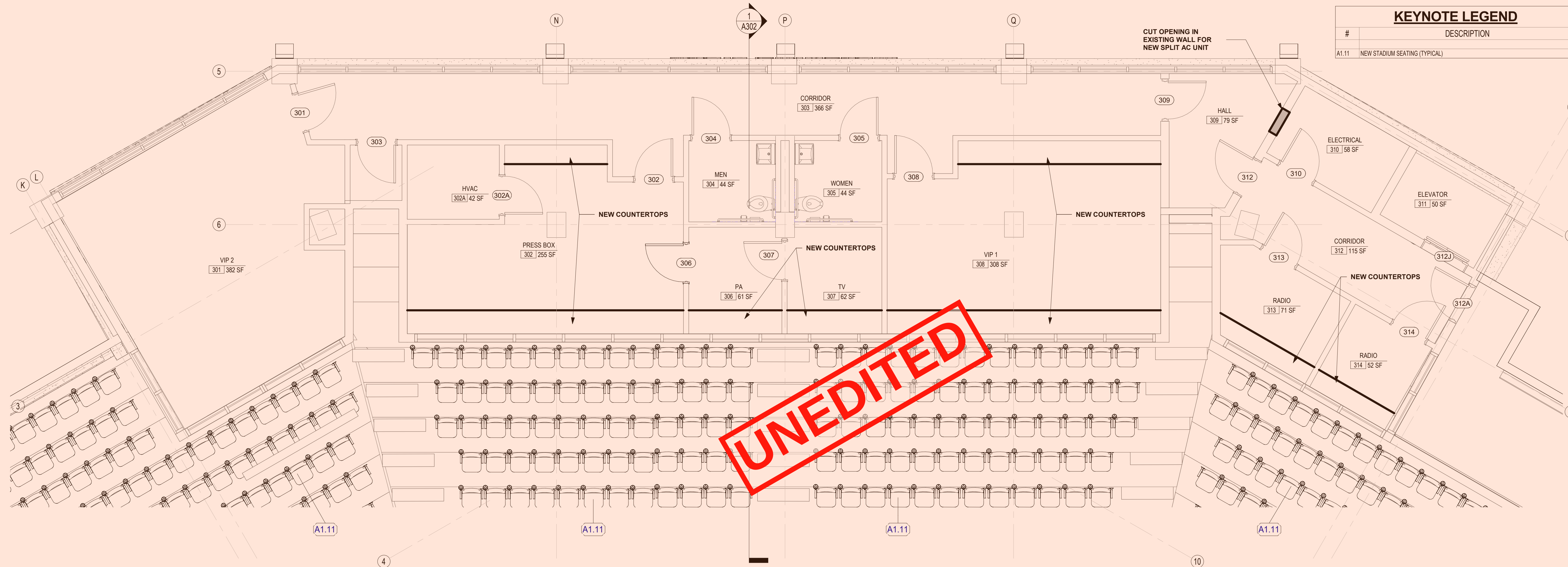
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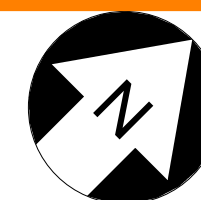
1 / A202

GRAPHIC PATTERN	NOTE
	EXISTING WALL
	NEW CMU WALL
	NEW DOOR WALL
	NEW 1/2" RIGID INSULATED WALL

#	DESCRIPTION
A1.11	NEW STADIUM SEATING (TYPICAL)



1/4" = 1'-0"

[illegible]

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A103

Phase 2

Pavilion Alternate

NEW .032 PREFINISHED
ALUMINUM CUTTERS AND
DOWNSPOUTS - REFER TO
ELEVATION

ROOF PLAN

1/16" = 1'-0"

A105 ROOF PLAN GENERAL NOTES

- 1 NO CONDUIT ON ROOF
2 ALL COMPONENTS FOR THE ROOF DRAINAGE SYSTEM SHALL BE SIZED BASED ON A STORM OF 60 MINUTES
3 DURATION AND 100 YEAR RETURN PERIOD PER LOCAL BUILDING CODE
4 ALL ROOF MATERIALS SHALL COMPLY WITH THE STANDARDS AS SPECIFIED BY LOCAL CODE AND SHALL HAVE A
5 FIRE CLASSIFICATION AS REQUIRED
6 ALL ROOF DRAINS SHALL COMPLY WITH LOCAL BUILDING CODE. ALL STORM DRAINS SHALL PROVIDE CLEAN
7 OUTS IN PERFORMANCE AS REQUIRED BY CODE



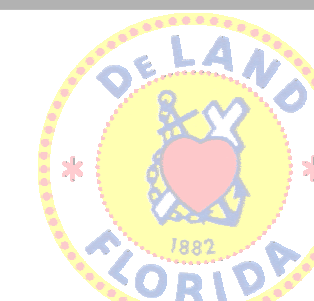
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Sanford, Fl. 32771
Ph: 407.322.6841

Plans Prepared By :
CPH, Inc.

State of Florida Licenses:
Architect No. AA2600926
Engineer No. 3215
Landscape No. LC0000298
Surveyor No. 7143

[illegible]

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ROOF PLAN

PACKAGE - MELCHING FIELD

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CONSTRUCTION

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A104

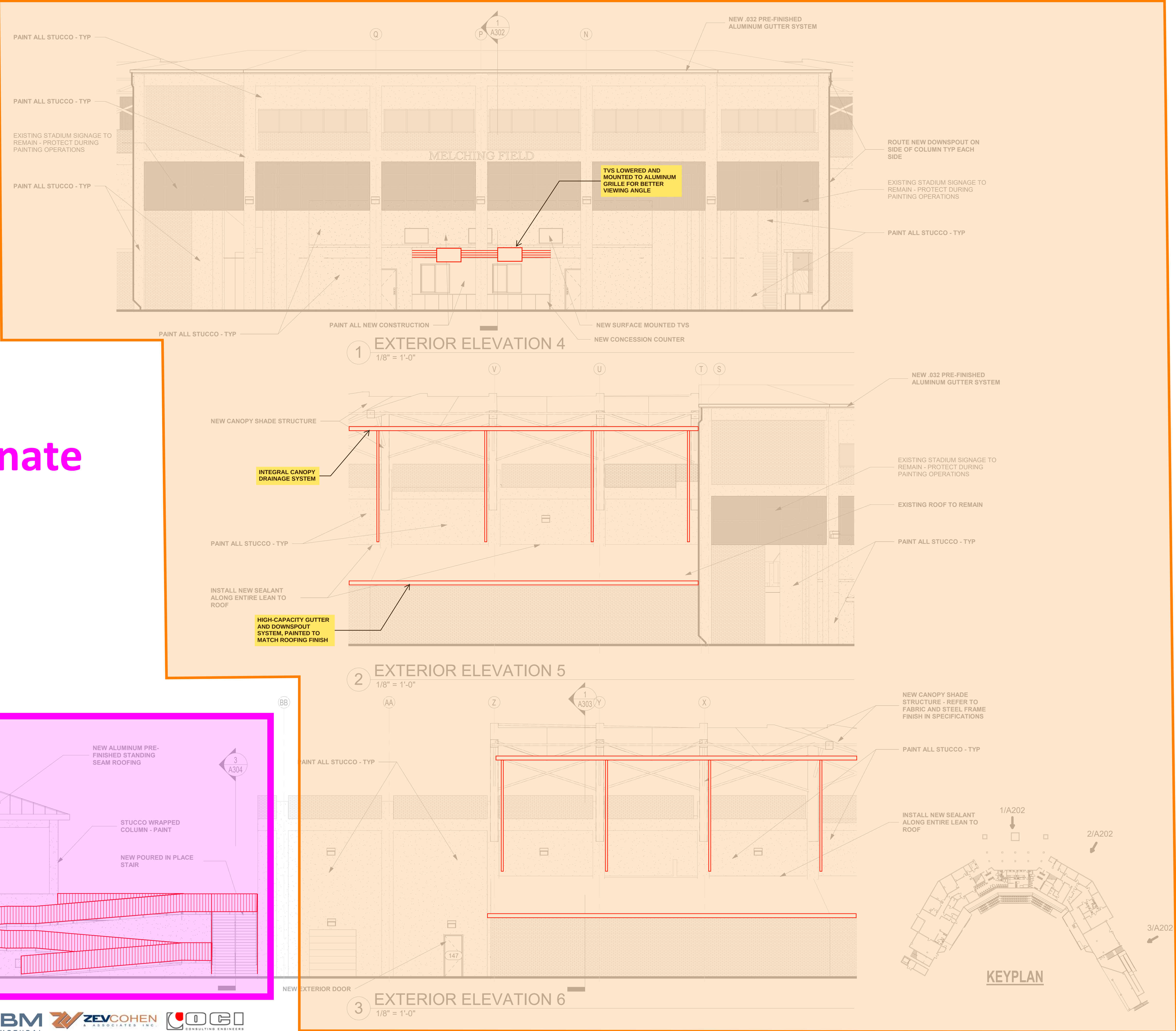
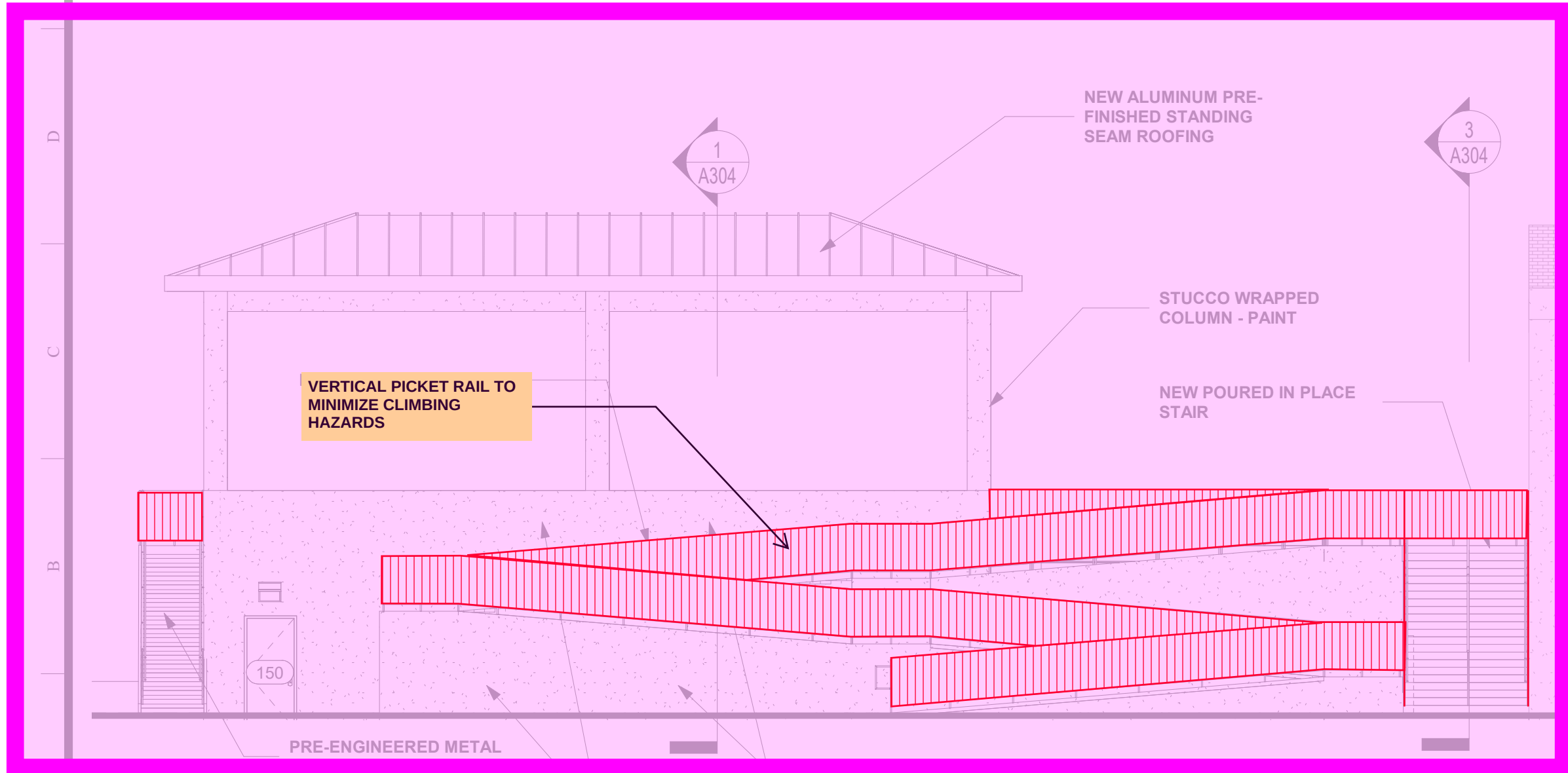
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A201


$$1/8'' = 1'-0''$$

$$\frac{1}{8}'' = 1'-0''$$

Phase 2
Pavilion Alternate



[illegible]

A	B	C	D	E	F	G	H	I	J	K	L	M
---	---	---	---	---	---	---	---	---	---	---	---	---



A	B	C	D	E	F	G	H	I	J	K	L	M
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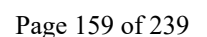
A406



[illegible]

Technical drawing of a mechanical part, likely a bracket or base plate, showing dimensions and a large red 'UNEDITED' stamp.

**NOTE: ALL EXISTING DOORS TO
RECEIVE NEW DOOR HARDWARE.
SCHEDULE KEYING WITH THE CITY
OF DELAND**



Phase 1
Phase 2
Pavilion Alternate

GENERAL ELECTRICAL PLAN NOTES

1. LIGHT FIXTURES AS SHOWN ON THIS PLAN ARE NEW LED TYPES, UTILIZING EXISTING LIGHT CIRCUITS AS MUCH AS POSSIBLE UPON DEMOLITION OF ALL LIGHT FIXTURES WITHIN THE LIMITS OF THIS RENOVATION WORK. PROVIDE NEW LIGHT SWITCHES.
2. LIGHT FIXTURES TYPE 'S' ARE UP/DOWN RGB LED TYPE. INSTALL AT PREVIOUS COLUMN MOUNTED WALLPACK LOCATIONS. PROVIDE A HOMERUN CONDUIT WITH TWO NYLON PULLSTRINGS TO NEW LIGHT MULTICHANNEL/MULTIMODE PROGRAMMABLE RGB CONTROLLER LOCATED IN PRESS BOX. FINAL LOCATION TO BE DETERMINED BY THE OWNER.
3. UTILIZE EXISTING CEILING AND COLUMN MOUNTED JUNCTION BOXES AND CIRCUITS TO SERVE NEW LIGHT FIXTURES TYPE 'R', 'S' AND 'T' AS MUCH AS POSSIBLE.
4. NEW WALLPACKS TYPE 'W' TO BE INSTALLED ON EXISTING BRICK WALL, AT +96" A.F.G., 3000K LED.
5. ALL EXISTING TO BE DEMOLISHED AND NEW LIGHT FIXTURES ARE SERVED BY EXISTING PANEL 'DH1', 480/277V, 36, 4W, 225A.
6. ALL NEW EMERGENCY AND EXIT LIGHT FIXTURES TO BE SERVED BY NEW CENTRAL (DEDICATED TO CITY SIDE) LIGHTING INVERTER AS MANUFACTURED BY 'MYERS' EMERGENCY POWER SYSTEMS, LOCATED IN EXISTING MAIN ELECTRICAL ROOM OR TBD. ALTERNATE LOCATION ON UPPER FLOOR ELECTRICAL ROOM).

LIGHTING PLAN - FIRST FLOOR
SCALE: 3/32" = 1'-0"

N

1. LIGHT FIXTURES AS SHOWN ON THIS PLAN ARE NEW LED TYPES, UTILIZING EXISTING LIGHT CIRCUITS AS MUCH AS POSSIBLE UPON DEMOLITION OF ALL LIGHT FIXTURES WITHIN THE LIMITS OF THIS RENOVATION WORK. PROVIDE NEW LIGHT SWITCHES.
2. LIGHT FIXTURES TYPE 'S' ARE UP/DOWN RGB LED TYPE. INSTALL AT PREVIOUS, COLUMN MOUNTED NEW WALLPAPER LOCATIONS. PROVIDE A HOMERUN CONDUIT WITH TWO NYLON PULLSTRINGS TO NEW LIGHT MULTICHANNEL/MULTIMODE PROGRAMMABLE RGB CONTROLLER LOCATED IN PRESS BOX. FINAL LOCATION TO BE DETERMINED BY THE OWNER.
3. UTILIZE EXISTING CEILING AND COLUMN MOUNTED JUNCTION BOXES AND CIRCUITS TO SERVE NEW LIGHT FIXTURES TYPE 'R', 'S' AND 'T' AS MUCH AS POSSIBLE.
4. NEW WALLPAPS TYPE 'W' TO BE INSTALLED ON EXISTING BRICK WALL, AT +96" A.F.G., 3000'K LED.
5. ALL EXISTING TO BE DEMOLISHED AND NEW LIGHT FIXTURES ARE SERVED BY EXISTING PANEL 'DH1', 480/277V, 3ø, 4W, 225A.
6. ALL NEW EMERGENCY AND EXIT LIGHT FIXTURES TO BE SERVED BY NEW CENTRAL (DEDICATED TO CITY SIDE) LIGHTING INVERTER AS MANUFACTURED BY 'MYERS EMERGENCY POWER SYSTEMS', LOCATED IN EXISTING MAIN ELECTRICAL ROOM OR TBD. ALTERNATE LOCATION ON UPPER FLOOR ELECTRICAL ROOM).

[illegible]

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E201

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION



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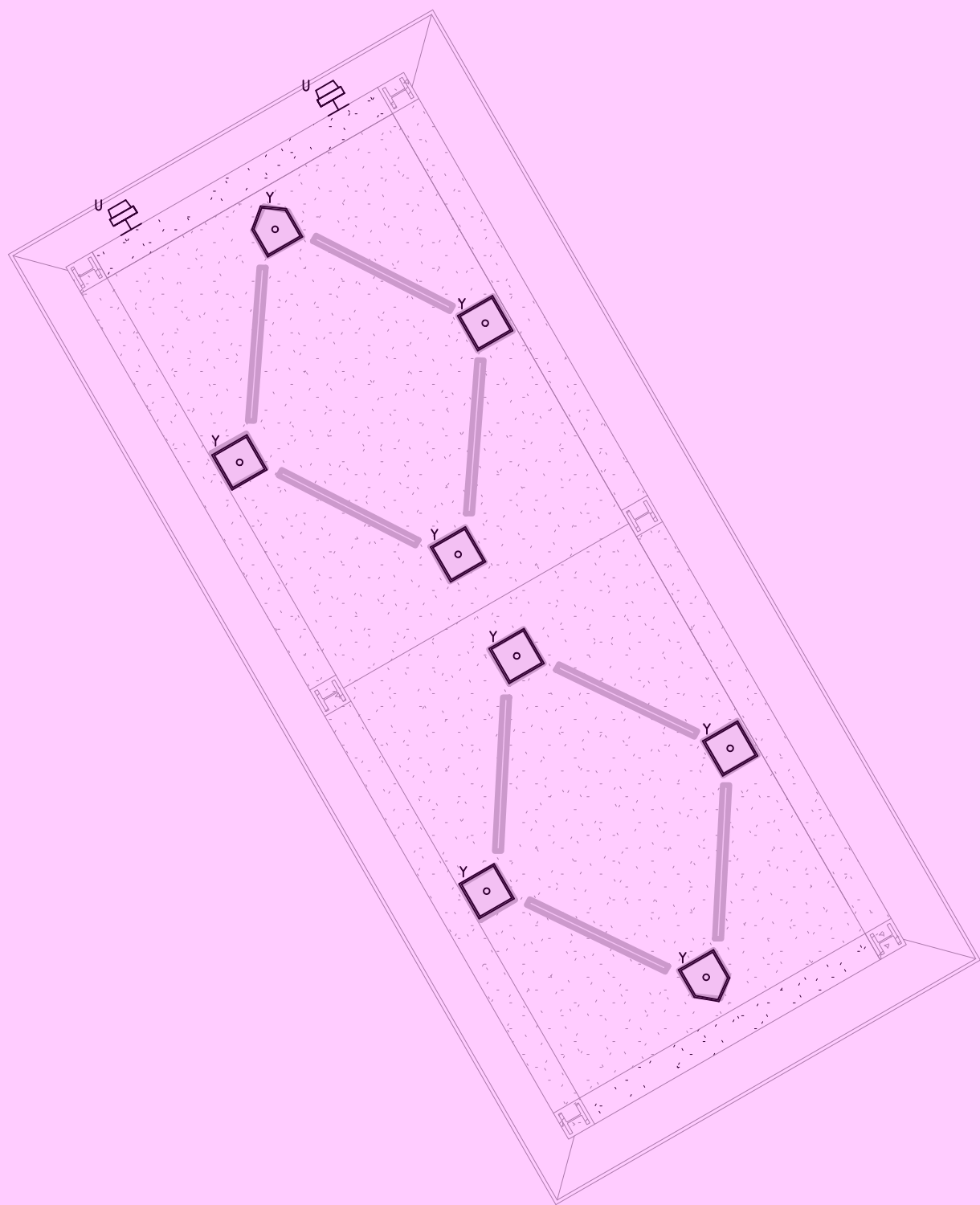
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DeLand, Florida 32720

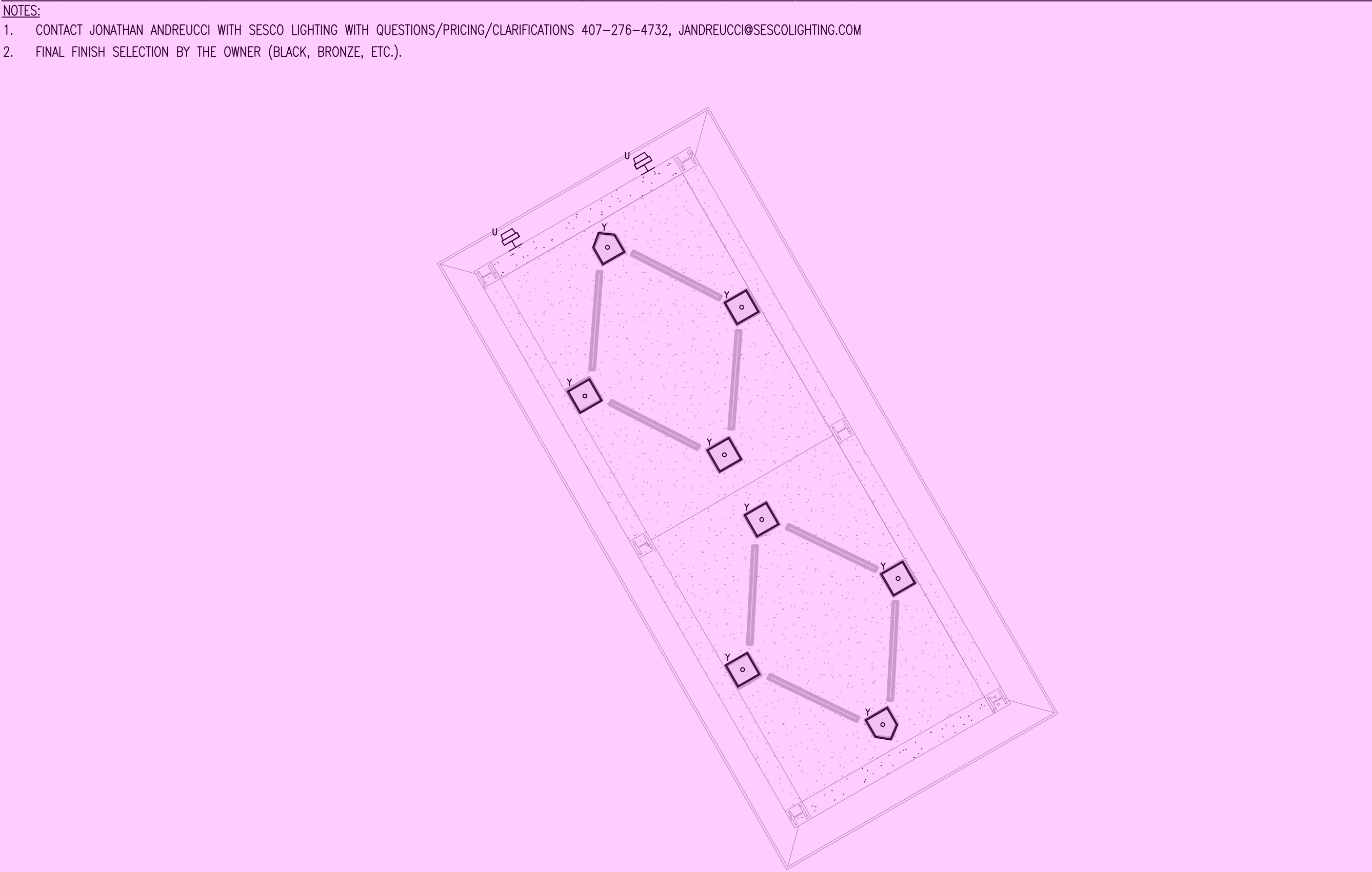
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Sheet No.

E202

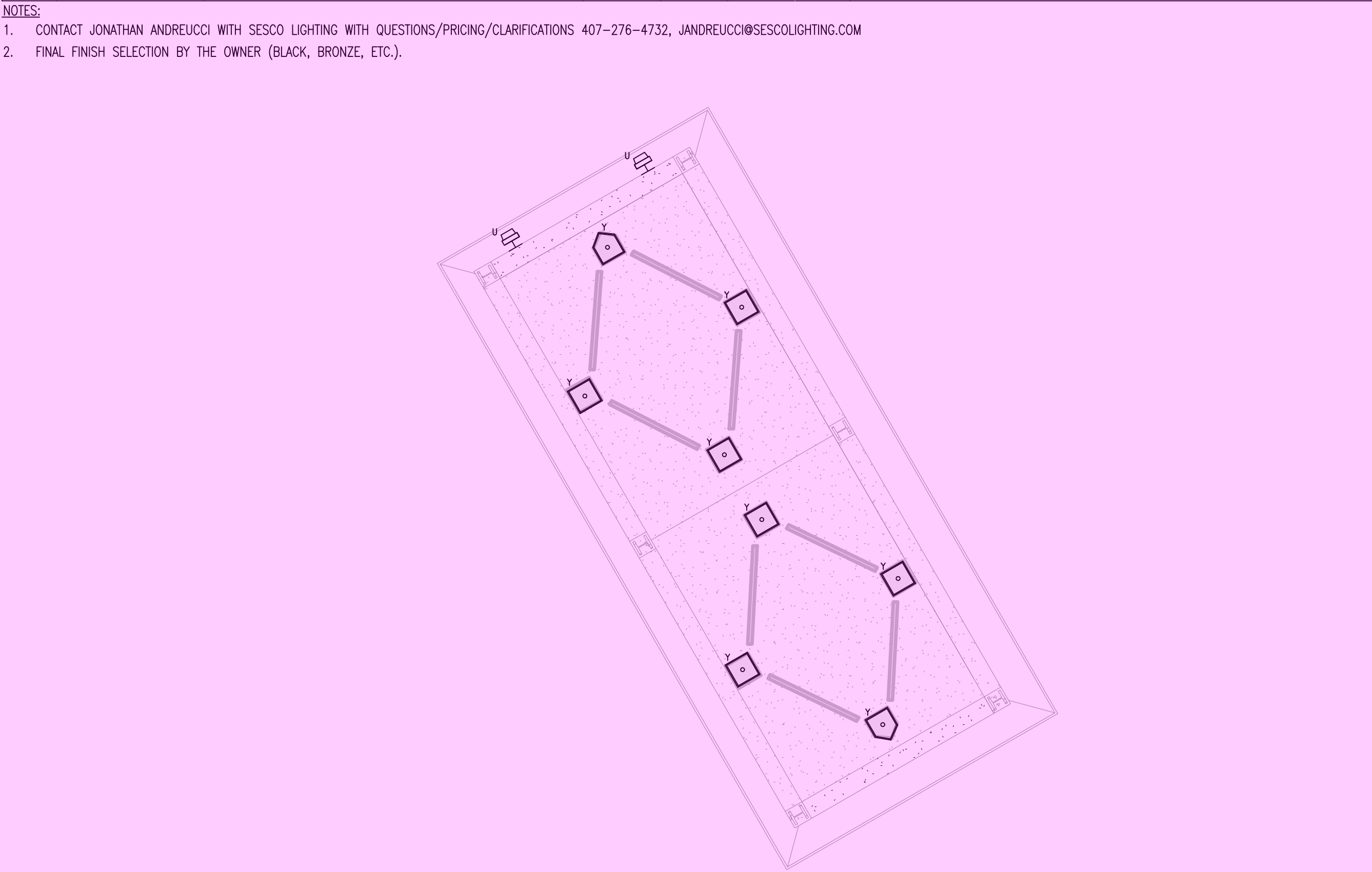
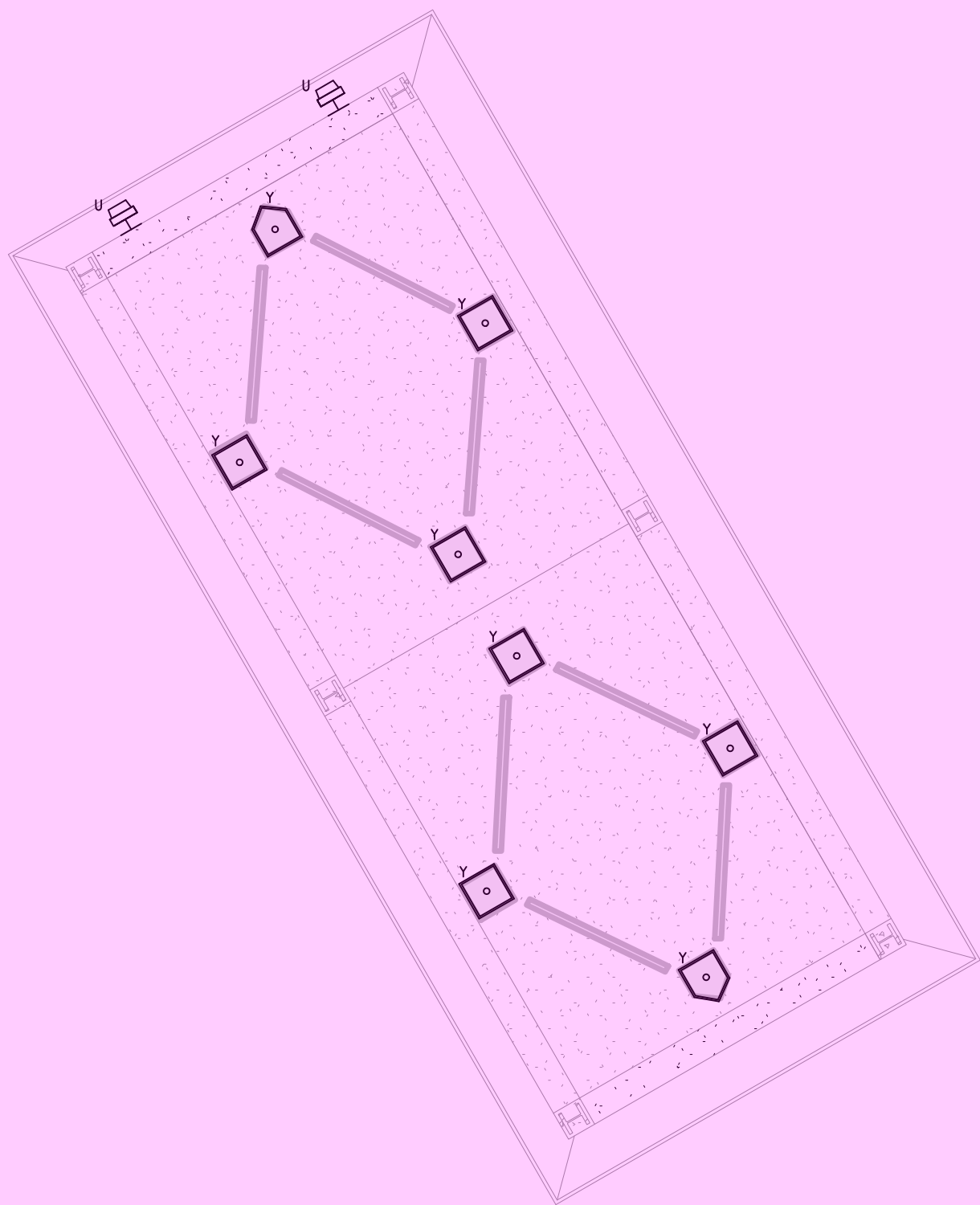
LIGHT FIXTURE SCHEDULE							
LIGHT FIXTURE DATA			LAMP DATA				DESCRIPTION
ID	MANUFACTURER	MODEL NUMBER	TYPE	WATTS	QTY.	VOLTS	
A	H.E.WILLIAMS	LT-22-L39/835-AF-DIM-UNV	LED	37	1	120/277	2'x2' SPECIFICATION TROFFER LED, 3500°K
B	H.E.WILLIAMS	LT22L49/835-AF-DIM-120	LED	38	1	120	2'x2' RECESSED LED, 3500°K
CE	LC DOANE	VSB-4-1W33-40-80-VAR-OP-WH-TP-65	LED	33	1	120/277	4' VANDAL RESISTANT LINEAR LED, WET LOCATIONS, SURFACE MOUNT, 4000°K. LG
D	H.E.WILLIAMS	6DR-TL-L30-8-35-DIM-UNV+O-W-OF-WH-R-F1	LED	14	1	120/277	6" LED DOWNLIGHT. 3500°K, WHITE
F	H.E.WILLIAMS	75R-4-L65-8-35-DIM-UNV	LED	42	1	120/277	4' LED STRIP, 3500°K
FB	H.E.WILLIAMS	75R-8-L65-8-35-DIM-UNV	LED	84	1	120/277	8' LED STRIP, 3500°K
G	FINELINE	HP-4WL-SM-D-4-H-835-F-96-277-SC-FC-10%	LED	37	1	277	WET LOCATION LINEAR HIGH PERFORMANCE LED. 3500°K FINAL FINISH COLOR: SATIN ALUMINUM OR BY THE CITY
K	H.E.WILLIAMS	29-3-L40-8-35-AF-UNV	LED	14	1	120/277	ENCLOSED AND FULLY GASKETED LED, SS LATCHES, LINEAR, 4000°K
L	H.E.WILLIAMS	96-4-L62-8-40-HIAFR-DIM-UNV	LED	14	1	120/277	LED UP/DOWN WALL MOUNT
M	FINELINE	HP-4WL-SM-D-8-H-835-F-96-277-SC-FC-10%	LED	74	1	277	WET LOCATION LINEAR HIGH PERFORMANCE LED, 3500°K FINAL FINISH COLOR: SATIN ALUMINUM OR BY THE CITY
N	H.E.WILLIAMS	6DR-TL-L30-8-35-DIM-UNV+S-W-OF-WH-MWT+R-F1	LED	28.4	1	120/277	6" WET LOCATION DOWNLIGHT, 3500°K , WHITE
O	WF HARRIS	1200-LED-4K	LED	40	1	120/277	SQUARE CEILING MOUNTED WET LOCATION LUMINAIRE, 3500°K
P	H.E.WILLIAMS	4DR-TL-L30-9-35-DIM-UNV+S-W-OF-WH-MWT+R-F1	LED	29	1	120/277	4.5" WET LOCATION DOWNLIGHT, 3500°K , WHITE
R	CONTECH	CY-95-40K-MVD-C-X-WPL-P	LED	85	1	120/277	9" LED EXTERIOR/WET CYLINDER, CEILING MOUNTED, UP/DOWN, WIDE BEAM, 4000°K
S	CONTECH	CY-95-40K-MVD-UD-X-WPL-P	LED	85	1	120/277	9" LED EXTERIOR/WET CYLINDER, WALL MOUNTED, DOWN, WIDE BEAM, 4000°K
T	TBD	CY-95-40K-MVD-C-X-WPL-P	LED	TBD	1	120/277	WALLPACKS FOR FRONT COLUMNS (TYP. OF 5)
U	We-EF Lighting	PLS430-LED	LED	42	1	120/277	WALLPACK ON BRICK WALLS ALONG EXTERIOR WALKWAY, UP(OPTIONAL)/DOWN/BACK,
V	ORGANIC LIGHTING	PCS4X4-350-GR	LED	42	1	120/277	INGROUND LIGHTING, 3500°K, GREY FINISH
W	LUMCA	LU-WP- A-30K B-30K C-30K D-30K	LED	42	1	120/277	WALLPACK ON BRICK WALLS ALONG EXTERIOR WALKWAY, UP(OPTIONAL)/DOWN/BACK, 3000°K, BK
Y	SESCO COLOR KINETICS	CUSTOM BY SESCO 316-100029-01	LED	TBD	1	120/277	WHITE BASEBALL DIAMOND LIGHTS - SESCO Lighting- CUSTOM-Baseball Diamond x 2 GREEN LINES CONNECTING THE BASES
Z	INSIGHT	PS17-HO-RGB40-100-TR-UNV-DMXSY-BK	LED	100	1	120/277	PERFORMANCE PROJECTOR, RGB COLOR CHANGING, 100W LED 3000°K, TEXTURED BLACK
EM	BEGHELLI	EL-SE-205LED-120/277V-AT	MR16 LED	5	2	120	EMERGENCY FIXTURE, POWERED BY CENTRAL INVERTER, 2-HEAD, SURFACE MOUNTED
X	BEGHELLI	VA4-R-SA	LED	-	-	120	EXIT BATTERY BACK-UP, POWERED BY CENTRAL INVERTER, RED FACE EXIT LIGHT, WHITE HOUSING, SURFACE MOUNTED
XEM	BEGHELLI	PCH-A-R-AT	LED	-	-	120	COMBINATION EXIT/EMERGENCY FIXTURE, POWERED BY CENTRAL INVERTER, RED FACE EXIT LIGHT, WHITE HOUSING, SURFACE MOUNTED
XEM2	BEGHELLI	XCL-R-UW	LED	-	-	120	COMBINATION EXIT/EMERGENCY FIXTURE, POWERED BY CENTRAL INVERTER, WET LOCATION, RED FACE EXIT LIGHT, WHITE HOUSING, SURFACE MOUNTED

- NOTES:**
1. CONTACT JONATHAN ANDREUCCI WITH SESCO LIGHTING WITH QUESTIONS/PRICING/CLARIFICATIONS 407-276-4732, JANDREUCCI@SESCOLIGHTING.COM
 2. FINAL FINISH SELECTION BY THE OWNER (BLACK, BRONZE, ETC.).
- 



NOTES:

1. CONTACT JONATHAN ANDREUCCI WITH SESCO LIGHTING WITH QUESTIONS/PRICING/CLARIFICATIONS 407-276-4732, JANDREUCCI@SESCOLIGHTING.COM
2. FINAL FINISH SELECTION BY THE OWNER (BLACK, BRONZE, ETC.).



Plans Prepared By :
CPH, Inc.
Project Jurisdiction
Office Architectural License
Office Engineering License
Office Landscape License
Office Survey License



Designed:	AEZ
Drawn:	AEZ
Checked:	AEZ
Job No.:	D0935
3/10/2022	© 2022

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THIS SHEET NOT VALID FOR
CONSTRUCTION WITHOUT
COMPLETE SET OF PLANS.
SEE GENERAL NOTES FOR
MASTER LEGEND

Sheet No.

E203

Phase 2
Pavilion Alternate

GENERAL ELECTRICAL PLAN NOTES

1. ALL EXISTING RECEPTACLES AND MECHANICAL EQUIPMENT WITHIN THIS FLOOR OF THE AREA UNDER THIS RENOVATION WORK (CITY SIDE) ARE SERVED BY EXISTING PANEL 'DH1' - 480/277V, 3Ø, 4W, 225A; 'DL1' - 208/120V, 3Ø, 4W, 500A, 2-SECTION.
2. EXISTING PANEL 'DL2', 208/120V, 3Ø, 4W SERVING CONCESSION AREA TO BE DISCONNECTED AND RELOCATED. EXTEND EXISTING CONDUIT AND WIRE TO NEW LOCATION. PROVIDE ADDITIONAL SECTIONS OF CONDUIT OF SAME SIZE AND TYPE AS EXISTING IF NECESSARY - 4#2/0 & #6 GND, CU IN 2" C.
3. SEE MECHANICAL DEMOLITION AND NEW PLANS FOR ELECTRICAL WORK REQUIREMENTS ASSOCIATED WITH MECHANICAL EQUIPMENT. INSPECT EXISTING CONDUIT, WIRE, DISCONNECTS, ETC. FOR SIGNS OF CORROSION AND DETERIORATION AND REPLACE WITH NEW TO SERVE NEW EQUIPMENT. REUSE EXISTING CONDUIT, WIRE AND DISCONNECTS AS MUCH AS POSSIBLE.
4. EXISTING CONDUIT AND WIRE SERVING RECEPTACLES TO REMAIN SHALL BE REUSED AS MUCH AS POSSIBLE. ALL EXISTING RECEPTACLES WITHIN THE RENOVATION AREA TO BE REPLACED.
5. COORDINATE EXACT MOUNTING HEIGHT AND LOCATION OF SECTIONAL (POWER/DATA) RECESSED JUNCTION BOXES WITHIN THE CONCESSIONS SOFFIT TO SERVE TV (LIVE/RECORDED BROADCASTS) AND CONFIGURATION OF MOUNTING BRACKETS.
6. COORDINATE EXACT MOUNTING HEIGHT AND LOCATION OF POWER AND DATA OUTLETS SERVING OVERHEAD DIGITAL MENUS.

PROVIDE NEW 20A/2P CIRCUIT BREAKERS IN EXISTING 208/120V PANEL 'DL1' TO SERVE NEW P1AC UNITS. SEE MECHANICAL SCHEDULES, DWG. M601 FOR ADDITIONAL INFORMATION. VERIFY EXISTING PANELBOARD LOAD AND SPACE CAPACITY PRIOR TO ROUGH-IN.

SAW CUT OR DIRECTIONALLY BORE UNDER EXISTING CONCRETE FOR ROUTING OF POWER CONDUITS TO NEW 208V, 1Ø P1AC UNITS WITHIN FRONT TICKET BOOTHS. PATCH EXISTING CONCRETE SECTIONS TO MATCH EXISTING FINISH.

EXISTING RELOCATED PANEL 'DL2', 208/120V, 3Ø, 4W, 175A.

EXISTING LOCATION OF PANEL 'DL2' PRIOR TO DEMOLITION AND RELOCATION.

TV (IN SOFFIT)

TV (IN SOFFIT)

MENU

MENU

MENU

POWER PLAN - FIRST FLOOR

SCALE: 3/32" = 1'-0"

N

1. ALL EXISTING RECEPTABLES AND MECHANICAL EQUIPMENT WITHIN THIS FLOOR OF THE AREA UNDER THIS RENOVATION WORK (CITY SIDE) ARE SERVED BY EXISTING PANEL DH1 - 480/277V, 3ø, 4W, 225A; DL1- 208/120V, 3ø, 4W, 500A, 2-SECTION.
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6. COORDINATE EXACT MOUNTING HEIGHT AND LOCATION OF POWER AND DATA OUTLETS SERVING OVERHEAD DIGITAL MENUS.

[illegible]

Designed:	AEZ
Drawn:	AEZ
Checked:	AEZ
Job No.:	D0935
02/25/2022	© 2021

ER PLAN - FIRST FLOOR

RIA PACKAGE - MELCHING FIELD

555 S Woodland Blvd.
DeLand, Florida 32720

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**THIS SHEET NOT VALID FOR
CONSTRUCTION WITHOUT
COMPLETE SET OF PLANS.
SEE GENERAL NOTES FOR**

Sheet No.

E301



**CONTRACT BETWEEN THE CITY OF DELAND AND DESGN/BUILD FIRM,
WHARTON-SMITH, INC FOR THE DESIGN AND CONSTRUCTION OF MELCHING
FIELD STADIUM IMPROVEMENTS IN THE CITY OF DELAND, FLORIDA**

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EXHIBIT B PROJECT SCHEDULE
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EXHIBIT D INSURANCE REQUIREMENTS FORM
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EXHIBIT F PRICING COMPONENTS/SCHEDULE OF VALUES

LIST OF FORMS

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PAYMENT BOND
CERTIFICATE AS TO CORPORATE PRINCIPAL
PERFORMANCE AND PAYMENT GUARANTY FORM UNCONDITIONAL LETTER OF
CREDIT
CERTIFICATION OF PAYMENT TO SUBCONTRACTORS
CERTIFICATE OF SUBSTANTIAL COMPLETION
FINAL CERTIFICATE OF PAYMENT
FORM OF FINAL RECEIPT

**CONTRACT BETWEEN THE CITY OF DELAND AND WHARTON-SMITH, INC
FOR THE DESIGN AND CONSTRUCTION OF MELCHING FIELD STADIUM
IMPROVEMENTS IN THE CITY OF DELAND, FLORIDA**

THIS CONTRACT made and entered into this ____day of June, 2022 by and between the City of DeLand, Florida, a Florida municipality, whose address is City Hall, 120 South Florida Avenue, DeLand, Florida 32720, (“City”), and Wharton-Smith, Inc., a Florida corporation, whose principal address is 750 Monroe Road, Sanford, Florida 32771, (“Design/Build Firm”). The City and the Design/Build Firm are collectively referred to herein as the “Parties”.

WITNESSETH:

WHEREAS, the City issued a solicitation/Request For Qualifications (“RFQ”) seeking a firm to design, develop and construct the renovations to Melching Field, located between Woodland Boulevard and South Alabama Avenue in DeLand, Florida, in accordance with Section 287.055, *Florida Statutes*, (the “Project”); and

WHEREAS, Melching Field Stadium is a high quality Division I baseball stadium which was originally constructed in 1998, has a seated capacity of 2,000 in a combination of chair back stadium seats and aluminum benches and the facility has two locker rooms, a press box and adjacent suites, concessions and restrooms, field lights, dugouts, and other amenities; and

WHEREAS, the objective of the RFQ was to identify and seek a competitive qualifications from qualified Design-Build Teams which could provide services to design, permit and construct improvements to Melching Field in accordance with the design criteria package and design book and to select a Design-Build Team of the highest quality to accomplish the work; and

WHEREAS, the completed Project will modernize and improve the existing Melching Field Stadium facility by providing upgrades to the concessions, restrooms, seating and press boxes as well as providing for upgrades addressing matters pertaining to the *Americans with Disability Act* (the “ADA”); and

WHEREAS, the terms of this Agreement shall only cover the services set out in **EXHIBIT A SCOPE OF WORK** duly incorporated herein. Thereafter, another Agreement may be negotiated and entered into between the City and the Design/Build Firm for the other phases towards completing the project once the City approves the budget for same; and

WHEREAS, the Design/Build Firm is experienced in the business of designing, developing, and constructing stadiums such as the Project; and

WHEREAS, the City has met the requirements of Section 287.055, *Florida Statutes*, “*Consultants' Competitive Negotiation Act*,” and desires to enter into this Contract providing for Design/Build Firm to perform the design and construction-related services for the Project under the terms and conditions set forth below; and

WHEREAS, the City and the Design/Build Firm negotiated this Contract and this Contract incorporates the results of those negotiations; and

WHEREAS, the City desires to retain the Design/Build Firm for the work identified in the RFQ specifications outlined in the City's procurement activities; and

WHEREAS, the City desires to employ the Design/Build Firm for the performance necessary to support the activities, programs and projects of the City upon the terms and conditions hereinafter set forth, and the Design/Build Firm is desirous of performing and providing such services upon said terms and conditions; and

WHEREAS, the Design/Build Firm hereby represents to the City that it is competent and otherwise able to provide professional services to the City; and

WHEREAS, all City promulgated solicitation documents pertaining to the procurement activities relating to this matter and all submissions submitted by the Design/Build Firm in the proposal submitted to the City are hereby incorporated herein to the extent not inconsistent with the terms and conditions as set forth herein; and

WHEREAS, the Design/Build Firm recognizes the importance to the public of strict adherence to all laws, rules, regulations, codes and ordinances with particular regard to safety procedure and process as well as full compliance with the requirements of the *ADA*.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

ARTICLE 1 – DEFINITIONS

Change Order: means a written document ordering a change in the Contract Price or Contract Time or a material change in the Work as determined by the Contract Administrator.

City Commission: means the City Commission of the City of DeLand, Florida.

City Project Manager: means City's employee assigned by and representing the Contract Administrator to provide managerial services on this Project.

Contract: means this contract and all exhibits, forms and documents that are expressly incorporated by reference.

Contract Administrator: means the City employee or consultant, as designated by the City Manager in writing, who is the representative of City on the Project.

Contract Documents: means the Contract and its exhibits, attachments and forms, drawings and specifications, the request for qualifications ("RFQ"), the Design Criteria Package, and Design/Build Firm's submissions and responses thereto (as negotiated and accepted by City), any addenda, the record of the contract award by the City Commission, the performance bond and payment bond, the notice of award, the Notice(s) to Proceed, the purchase order and all agreed on contract and/or design modifications issued after execution of the Contract.

Contract Price: means the amount established in the Contract as the lump sum price for the Work as may be amended by Change Order and the Contract Price shall be the guaranteed maximum price or the total maximum cost to the City for the Work performed by the Design-Build Firm to complete the Project.

Contract Time: means the time between the start of the Project, as specified in the Notice to Proceed, and Final Completion, including any milestone dates thereof, established in the Contract, as may be amended by Change Order.

Defective: means construction or work that is delayed, unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to the City's final payment (unless responsibility for the protection thereof has been assumed by the City as of the time of damage pursuant to the terms and conditions of the Contract Documents).

Design/Build Architect/Engineer: means the Architect/Engineering firm under contract with Design/Build Firm that will provide design and other related professional services for the Project.

Design Criteria Package: means the performance criteria developed by the Design Criteria Professional that establishes the performance requirements for the Work, as shown in Exhibit A and may include drawings and specifications and/or other graphic or written materials, criteria and information concerning City's requirements for the Project, such as design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, which show or describe the character and scope of, or relate to, the Work to be performed or furnished and which have been prepared by or for the City.

Design Criteria Professional: means City's employee or consultant who is a design professional registered to practice the respective discipline under the laws of Florida, who is responsible for the Design Criteria Package and who will perform related professional duties assigned by City during the Project.

Field Order or Supplemental Instruction: means a written order that orders minor changes or interpretations of the Work that does not involve a change in the Contract Price or Contract Time.

Final Completion: means the date certified by Design/Build Firm and as finally approved by the Contract Administrator in the Final Certificate of Payment when (a) all conditions and requirements of any permits and regulatory agencies have been satisfied; (b) any required documents required have been received by the Contract Administrator; (c) any other documents required to be provided by the Contract have been provided by Design/Build Firm; and (d) the Work defined herein has been fully completed in accordance with the Contract Documents.

General Conditions: means the provision of facilities or performance of work by the Design/Build Firm for items that do not lend themselves readily to inclusion in the separate trade contracts. Payment for the General Conditions items shall be included as part of the Contract

Price.

Laws or Law: means any and all applicable laws rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Liquidated Damages: means damages in the form of monetary payment, which are due and payable as damages in the event that substantial completion of the Project is not achieved on time. Liquidated Damages shall be applied on a daily basis for each day between the agreed date for Substantial Completion and the actual date on which Substantial Completion is achieved.

Notice to Proceed: means one or more written notice(s) to Design/Build Firm issued by the Contract Administrator authorizing commencement of the Work.

Plans or Drawings: means the official graphic representations of the Project that are a part of the Contract Documents and consist of drawings, diagrams, illustrations, schedules and other data which show the scope, extent and character of the Work. Shop Drawings are diagrams, schedules, drawings and other types of data prepared specifically by the Design/Build Firm, and requiring review from the City Project Manager, to demonstrate how the Work will be implemented by the Design/Build Firm. Record Drawings are a revised set of Drawings that reflect all changes made in the Specifications and Drawings during the Construction process.

Project: means the design, development, and construction of renovations to Melching Field, located between Woodland Boulevard and South Alabama Avenue in DeLand Florida, as described in Exhibit A and as more particularly set forth in the Contract Documents.

Schedule of Values: means a schedule, prepared by the Design/Build Firm and accepted by the City, which divides the Work into various major components, units, or divisions and which assigns a portion of the Contract Price to each of such components, units or divisions.

Site: means the real property or other areas designated in the Contract Documents as being furnished by City for the performance of the Work, and any associated storage or access.

Specifications: means those portions of the Contract Documents which are organized into divisions, sections, and articles pertaining to, but not limited to, materials, style, workmanship, fabrication, dimensions, colors, warranties, finishes, quality, manufacturer, grade and operational data of all components to be provided by the Design/Build Firm as applied to the Work and incorporated into the Project with certain administrative details applicable thereto.

Subconsultant or Subcontractor: means a person, firm, partnership, corporation, independent contractor (including Internal Revenue Service Form 1099 individuals), or combination thereof having a direct contract with Design/Build Firm for all or any portion of the Work or who furnishes skills or materials worked into a special design according to the Contract Documents. The term does not include those who merely furnish equipment or materials required by the Contract Documents.

Substantial Completion: means that date, as certified in writing by Design/Build Architect/Engineer and as finally determined by the Contract Administrator, whose approval

may not be unreasonably withheld, that the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and City or its designee can enjoy, use, or occupy and the City can operate within the area in all respects, for the Project's intended purpose and the Project can be effectively and efficiently utilized for the purposes for which it is intended without any material impairment of function. If applicable, a certificate of occupancy or compliance issued by the City's Chief Building Official is required concurrent with or prior to issuance of a certificate of Substantial Completion. The terms "substantially complete" and "substantially completed" refer to Substantial Completion.

Supplier: means a manufacturer, fabricator, distributor, materialman or vendor.

Surety: means the surety company or individual that is bound by the performance bond and payment bond with and for Design/Build Firm. The surety is responsible for Design/Build Firm's acceptable and timely performance of the Work and for the payment of all debts pertaining thereto in accordance with Section 255.05, *Florida Statutes*.

Work: means the design, construction, and other professional services required by the Contract Documents, whether completed or partially completed, including all labor, materials, equipment, incidentals and services provided or to be provided by Design/Build Firm to fulfill its obligations to complete the Project. Submittals relating to the Work are written or graphic documents prepared by or for Design/Build Firm which is required by the Contract Documents to be submitted to the City by the Design/Build Firm and may include, but are not necessarily limited to, drawings, specifications, progress schedules, shop drawings, sample and schedules of values. Submittals other than drawings and specifications are not Contract Documents.

ARTICLE 2 – THE WORK

2.1 City intends to describe a functionally complete Project to be designed and constructed in accordance with the Contract Documents. The Design/Build Firm shall supply any and all Work, materials and equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result and completed Project, whether or not specifically called for by the Contract Documents. When words that have a well-known technical or trade meaning are used to describe Work, those words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the laws, rules, regulations, codes and ordinances of any governmental authority, whether such reference is specific or by implication, means the latest standard specification, manual, laws, rules, regulations, codes and ordinances in effect at the time of permit issuance.

2.2 The Design/Build Firm shall establish a fixed schedule that is the standard by which the Project performance is measured (the "Project Schedule") attached hereto and incorporated herein as Exhibit B. The Design/Build Firm shall plan, record, and update, at least monthly, the Project Schedule. The Project Schedule must include all contractual start and finish dates and critical interim milestones, and demonstrate how these dates are achieved, through the sequencing of project activities as also described in the Progress Schedule or within the Contract

Documents. The Project Schedule shall indicate the dates for the commencement and completion of the various stages of design and construction and shall be revised as required by the conditions of the Work. The Progress Schedule shall encompass all the work of all professions and trades necessary for the construction of the Project and shall be sufficiently complete and comprehensive to enable progress to be monitored on a weekly basis. The Design/Build Firm shall have available to it all materials, supplies, and appropriate personnel, trades and all other items necessary to complete the Work in accordance with the Project Schedule.

23 The Design/Build Firm shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; and (iv) other items that require resolution so as not to jeopardize the Design/Build Firm's ability to complete the Work for the Contract Price and within the Contract Time.

ARTICLE 3 – SCOPE OF WORK

3.1 The Design/Build Firm shall provide all services needed to fulfill the requirements set forth in this Contract including all necessary, incidental and related activities and services to complete the Project in accordance with the Project Schedule. Generally, the Design/Build Firm shall provide all planning, design and architectural and engineering services required for the proper design and, upon the approval of the Plans/Drawings, for all other services necessary for the Work.

3.2 The Design-Build Firm's Responsibility with Respect to Design.

3.2.1 In fulfilling its obligations under this Section, the Design/Build Firm shall employ architects and engineers of the appropriate specialties for proper preparation of the Project Drawings and Specifications, including structural, mechanical, electrical, soils, civil and such other specialties as are reasonably required. All such professional services shall be performed by appropriately State of Florida licensed personnel. The Design/Build Firm takes responsibility for the proper performance of such architectural and engineering services.

3.2.2 The Design/Build Firm shall prepare, and the City shall approve, the following:

In accordance with the Design Criteria Package, the Design/Build Firm shall prepare design development documents to finalize the overall design of the Project as to structural, mechanical and electrical systems, materials and other appropriate essential items in the Project. These development documents shall be the basis for the design and Construction of the Project.

From design development documents, which are to be approved by the City, the Design/Build Firm shall prepare working Drawings and Specifications setting forth, in detail, the requirements for the Construction of the Project, and based upon laws, rules,

regulations, codes and ordinances which have been enacted at the time of their preparation.

3.2.3 The Design/Build Firm and the City will work closely together to monitor the design in accordance with prior approvals so as to ensure that the Project can be constructed within the Contract Amount. As these working Drawings and Specifications are being completed, the Design/Build Firm will keep the City advised of the effects of any City requested changes on the Contract Time Schedule and/or the Guaranteed Maximum Price ("GMP"). Construction of the Project shall be in accordance with these Drawings and Specifications as approved by the City and incorporated in the Exhibits. The Drawings and Specifications shall remain the property of the City and may be used by the City on this or other projects without the written consent of the Design/Build Firm.

3.2.4 After the completion of the Design Phase as set forth above, the City may elect, in its sole discretion, to not proceed with the Construction Phase of the Project. If the City elects to not proceed with the Construction Phase of the Project, the Construction Phase Amendment will not be approved and the City will pay the Design/Build Firm the proportionate amount owed for the percentage of Work performed at the time of termination.

3.3 Royalties and Patents. The Design/Build Firm shall pay all royalties and license fees for materials, methods, and systems incorporated in the Work. It shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof except (i) when a particular design process or product is specified by the City and not offered or recommended by Design/Build Firm to the City or (ii) when a particular design process or product arises from modifications to the Project by City after acceptance of the Project.

3.4 Warranties and Completion. In addition to any other warranties set forth in this Contract:

- 1) The Design/Build Firm shall secure required certificates of inspection, testing, or approval and deliver them to the City.
- 2) The Design/Build Firm shall collect all written warranties and equipment manuals and deliver them to the City.
- 3) The Design/Build Firm, with the assistance of the City's maintenance personnel, shall direct the commissioning of utilities and the operations of the Project's systems and equipment, and shall assist in their initial start-up and testing.

ARTICLE 4 – TIME FOR PERFORMANCE; DESIGN/BUILD FIRM'S DAMAGES AND LIQUIDATED DAMAGES

4.1 The Design/Build Firm shall perform the Work described in Exhibit A within the time period specified in the Project Schedule in Exhibit B (Substantial Completion by February 12, 2023).

4.2 Before beginning the performance of any Work under this Contract, the Design/Build Firm must receive a Notice to Proceed authorizing the performance of the Work. The Notice to Proceed shall be issued no later than June 21, 2022.

4.3 Design/Build Firm must receive all necessary permits, for the portions of work to commence as applicable, before the Contract Administrator may issue a Notice to Proceed for construction of that portion of the Work. The Work to be performed under a Notice to Proceed for construction shall start on or before the tenth (10th) calendar day after the date specified in that Notice to Proceed.

4.4 If the Design/Build Firm cannot complete the Work because of delays resulting from demonstrably untimely review by City or other governmental authorities having jurisdiction over the Project or because of delays that were caused by factors outside the control of Design/Build Firm, and such delays are not the fault of the Design/Build Firm, the Contract Administrator shall grant a reasonable extension of time for completion of the Work. For this Section 4.4 to apply, the Design/Build Firm must notify the Contract Administrator promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced and inform the Contract Administrator of all facts and details related to the delay.

4.5 If the Design/Build Firm fails to achieve Substantial Completion of the Project on or before the date specified in Section 4.1, then the Design/Build Firm shall pay City the amount per day set forth below.

4.6 Liquidated Damages If the Design/Build Firm fails to complete the Project within the completion timelines specified in Exhibit A or B, the Design/Build Firm shall pay to the City the sum of dollars identified below for each calendar day after the applicable time for performance, plus approved time extensions thereof, until completion of that phase:

<i>Project Phase</i>	<i>Amount (per day)</i>
Construction (Substantial Completion)	\$1,000.00
Construction (Final Completion)	\$ 250.00

Phases and time periods to complete the phases will be itemized within Exhibit B. The foregoing liquidated damage amounts will be calculated and payable following final completion but will be calculated based upon the Phase in which the delay occurred.

These amounts are not penalties, but are liquidated damages to City for the Design/Build Firm's inability to obtain full beneficial occupancy of the Project in a timely manner under the Project Schedule. Liquidated damages are hereby fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay, and both Parties desiring to obviate any question or dispute concerning the amount of those damages and the cost and effect of the failure of the Design/Build Firm to complete the respective phases on time.

If the Design/Build Firm desires to appeal any assessment of liquidated damages imposed herein, the Design/Build Firm shall submit to the Contract Administrator written notice of its intent to dispute the assessment within ten (10) calendar days after the Design/Build Firm's receipt of City's notice of assessment; otherwise, any objection to either the assessment or the amount will be deemed waived. The Design/Build Firm's notice of appeal must provide the basis for the objection(s) and any other supporting documentation to assist in dispute resolution. Once the Contract Administrator receives notice of the Design/Build Firm's intent to dispute, the City and the Design/Build Firm will hold a conference within ten (10) calendar days in an attempt to resolve the dispute. If disputed issues remain after the conference is held, or if no such conference occurs within ten (10) calendar days after the Contract Administrator's receipt of the Design/Build Firm's notice, the Parties shall undertake dispute resolution in accordance with Article 12 of the General Conditions.

The City agrees that Liquidated Damages shall be the sole and exclusive remedy for delay.

4.7 Substantial Completion When the Design/Build Firm considers that the Work, or any portion thereof designated by the Contract Administrator under Section 4.8 herein, has reached Substantial Completion, the Design/Build Firm shall so notify the Contract Administrator, the Design/Build Architect/Engineer and the City Project Manager in writing. The City Project Manager and the Design/Build Architect/Engineer shall then promptly inspect the Work. When the City Project Manager and the Design/Build Architect/Engineer, on the basis of the inspection, determine that the Work, or the designated portion thereof, is substantially complete, the City Project Manager will notify the Contract Administrator and prepare a Certificate of Substantial Completion for the Contract Administrator's approval. The Contract Administrator shall sign the Certificate of Substantial Completion which shall establish the date of Substantial Completion. The Certificate of Substantial Completion will state the responsibilities of the City and the Design/Build Firm for maintenance, utilities, damage to the Work and insurance. The Contract Administrator shall develop, and the Design/Build Firm shall review, the list of all Work yet to be completed by the Design/Build Firm (the "Punch List") to satisfy the requirements of this Contract for Final Completion and to make the Work satisfactory and acceptable. The City Project Manager shall provide the Punch List to the Design/Build Firm within five (5) calendar days after the Punch List's final development. If the Punch List is not provided within five (5) calendar days, the Contract Time for completion shall be extended by the number of days exceeding the five (5) days. The failure to include any items of corrective Work on the Punch List does not alter the responsibility of the Design/Build Firm to complete all the Work under this Contract. Warranties required by this Contract shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted by the Contract Administrator to the Design/Build Firm for Design/Build Firm's written acceptance of the responsibilities assigned to it in the Certificate of Substantial Completion.

4.8 Use of Completed Portions

4.8.1 The City shall have the right at the Contract Administrator's sole option to take possession of and use any completed or partially completed portions of the Project. Such

possession and use are not an acceptance of any of the Work not completed in accordance with the Contract Documents.

4.82 In the event that the City takes possession of any completed or partially completed portions of the Project, the following shall occur:

- 4.8.2.1 The Contract Administrator shall give notice to the Design/Build Firm in writing at least thirty (30) calendar days before the City's intended occupancy of a designated area.
- 4.8.2.2 The Design/Build Firm shall complete to the point of Substantial Completion the designated area and request inspection and issuance of a Certificate of Substantial Completion from the Contract Administrator.
- 4.8.2.3 Upon issuance of the Certificate of Substantial Completion, the City assumes responsibility for maintenance, utilities and subsequent damages of the City and the public, and any adjustment in insurance coverages. Issuance of the Certificate of Substantial Completion starts the warranty for the occupied area, unless otherwise agreed in writing by the Parties hereto.
- 4.8.2.4 The Design/Build Firm shall complete all items noted on the Certificate of Substantial Completion within the time specified therein and request final inspection and final acceptance of the portion of the Work occupied. Upon completion of final inspection and receipt of an application for final payment, payment for accepted portions of the Work shall be made in accordance with the procedure specified in Article 5.
- 4.8.2.5 If the City finds it necessary to occupy or use a portion or portions of the Work before Substantial Completion thereof, such occupancy or use shall not commence before a time mutually agreed upon by the City and the Design/Build Firm. The Design/Build Firm shall not cancel or let lapse insurance on the unoccupied or unused portion or portions on account of such partial occupancy or use. The Design/Build Firm shall not unreasonably withhold consent to such occupancy or use. This Article is subject to **Article 4.8.2.6** herein.
- 4.8.2.6 Partial occupancy or use in accordance with this Article shall not commence until: -
 - (i) A complete inspection has been done with the authorized representatives of the parties being present whereafter there shall be a mutual agreement between the parties as to the remaining work to be done by Design/Build Firm to reach substantial completion; and
 - (ii) The Insurance Company or Companies providing property insurance shall have consented to such partial occupancy or use by endorsement or otherwise.

4.9 Legal Restrictions and Traffic Provisions

4.9.1 Design/Build Firm shall conform to and obey all applicable laws, rules, regulations, codes and ordinances with regards to labor employed, hours of work, and the Design/Build Firm's general operations. The Design/Build Firm shall conduct its operations so as not to close any thoroughfare, nor interfere in any way with traffic on railway, highways or water, without the written consent of the proper authorities.

4.9.2 For any temporary or permanent alteration or removal of a pedestrian access route, curb ramp, or street crossing, for ingress or egress, the Design/Build Firm shall ensure that there is a viable alternate route accessible to pedestrians during construction, events, or other temporary conditions, for traversing the public right-of-way.

- 4.10 Early Completion Incentive. For every full day prior to February 12, 2023 that the Project reaches substantial completion, the contractor shall be paid \$10,000 per day, up to a maximum of five (5) days for a total of \$50,000 as an incentive to complete this Project early.

ARTICLE 5 – CONTRACT AMOUNT AND METHOD OF COMPENSATION

5.1 The City shall pay the Design/Build Firm the following compensation for performance of the Work described below:

Design Build Services

<u>Project Phase</u>	<u>Lump Sum Price/Phase</u>
Total for Design/Build Firm's Services (Lump Sum)	\$ _____

- 5.2 Salary Costs For the sole purpose of negotiating Change Orders under Section 7.3, the term "Salary Costs" as used herein means the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier which consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating profit margin as set forth in Exhibit C. The Design/Build Firm may only seek reimbursement for Salary Costs that directly attributable to the Project. The fringe benefit and overhead factors shall be the Design/Build Firm's most recent and actual rates determined in accordance with the *Federal Acquisition Regulation ("FAR")* guidelines and audited by an independent Certified Public Accountant. The rates must be audited for fiscal periods of the Design/Build Firm no sooner than eighteen (18) months preceding this Contract. These rates remain in effect for the term of this Contract, except as provided for in this Section 5.2 inclusive of the subsections below.

5.2.1 The Design/Build Firm shall require all of its Subconsultants to comply with the requirements of Section 5.2.

5.2.2 This Article is deleted.

- 5.2.3 Unless otherwise noted, the Salary Costs stated above are based on the Design/Build Firm's "home office" rates. If, during the course of this Contract, a "field office" rate should be applied, then the Design/Build Firm must submit a supplemental Exhibit C reflective of such rates for approval by the Contract Administrator and thereafter invoice the City accordingly.
- 5.2.4 The total hours payable by the City for any "exempt" or "non-exempt" personnel shall not exceed forty (40) hours per employee in any week. If the Work requires the Design/Build Firm's or Subconsultant's personnel to work in excess of forty (40) hours per week, any additional hours must be authorized in advance, in writing, by the Contract Administrator. If approved, Salary Costs for additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be invoiced to the City at no more than one and one-half of the employee's hourly rate and in a manner consistent with Design/Build Firm's or Subconsultant's applicable certified *FAR* audit and all other provisions of Section 5.2. If the Design/Build Firm or Subconsultant uses a "Safe Harbor" rate, then the additional hours are payable at no more than the employee's regular rate.
- 5.2.5 The Design/Build Firm and any of its Subconsultants may use a "Safe Harbor" combined fringe benefit and overhead rate of one hundred ten percent (110%) in lieu of providing fringe benefit and overhead cost factors certified by an independent Certified Public Accountant in accordance with the *Federal Acquisition Regulation* ("*FAR*") guidelines. The Safe Harbor rate, once elected, shall remain in place for the entire term of this Contract, and be applicable for use as "home" and "field" fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Contract. All other provisions of Section 5.2 remain in place.

5.3 Progress Payments

- 5.3.1 The Design/Build Firm may apply for payment for Work completed during the Project at intervals of not more than once a month. The Design/Build Firm's application for payment must show a complete breakdown of the Project components, the quantities completed, and the amount due, together with such supporting evidence as may be required by the City Project Manager or the Contract Administrator. With each application for payment, the Design/Build Firm shall submit an updated Progress Schedule acceptable to the Contract Administrator as required by the Contract Documents, an executed Certification of Payments to Subcontractors Form (substantially in the form attached) a release of claims for the Work that was the subject of previous applications or consent of surety for the Work that is the subject of the current application. For Subcontractors that have not been paid because of disputed contractual obligations, the Certification of Payments to Subcontractors Form must be accompanied by a copy of the notification sent to each Subcontractor (listed in the form), explaining the good cause why payment has not been made. Each application for payment shall be submitted in triplicate to City Project Manager for approval.

Each application for payment shall be stamped as received on the date on which it is received by the City Project Manager. Once an application for payment is approved by the Contract Administrator, the City shall pay the approved amounts twenty-five (25) business days after the date on which the application for payment is received. If the application for payment, or any part of the application for payment, does not meet the requirements of this Contract, the City through its City Project Manager or Contract Administrator shall reject the invoice within the initial twenty-five (25) business days after the receipt of the application for payment and said rejection shall specify the deficiency and the action necessary to make the application for payment proper. If the Design/Build Firm corrects the deficiency, the City must pay or reject the corrected application for payment within five (5) business days after the corrected application for payment is received.

- 5.3.2 The schedule of values for this Contract shall list the cost of major work items, permit and inspection fees and premiums for bonds and insurance. Each monthly application for payment shall be for a sum equal to (i) that portion of the Design/Build Firm's construction cost equal to the percentage of the Work completed; plus (ii) an appropriate amount of the Design/Build Firm's design fee as related to the percentage of the Work completed. The calculation of the percentage of the Work completed shall be in accordance with the approved Progress Schedule.
- 5.3.3 The Design/Build Firm shall promptly pay all bills for labor and material performed and furnished by its Subcontractors, suppliers and material providers, in connection with the Work. The Design/Build Firm shall deliver to the City the Form of Certification of Payments to Subcontractors (substantially in the form attached) with submission of each application for payment.
- 5.3.4 The Design/Build Firm shall remain solely liable for Subcontractors' work and for any unpaid laborers, material suppliers, or Subcontractors of Subcontractor's work if it is later discovered that said work is deficient or that any of said laborers, material suppliers, or Subcontractors did not receive payments due them on the Project.

The City shall retain five percent (5%) of all monies earned by the Design/Build Firm until Final Completion and acceptance by the City, except to the extent retainage is to be reduced pursuant to this Section 5.3.4 and that the City shall pay the Design/Build Firm for General Conditions and self-performed Work on a cost reimbursement basis, if any. After ninety percent (90%) of the Work has been completed, the Contract Administrator may, within his or her sole discretion, reduce the retainage to two and one-half percent (2-1/2%) of all monies previously earned, and all monies earned thereafter. After Final Completion and before final payment, the Contract Administrator, in his or her sole discretion, may reduce retainage to a nominal amount. Any reduction in retainage shall be in the sole discretion of the Contract Administrator, after consultation with the City Project

Manager. The Design/Build Firm is not automatically entitled to a reduction. Any interest earned on retainage shall accrue to the City's benefit.

5.3.4.1 The Contract Administrator may, in his or her sole discretion, release the retainage for Phases I and II related to design services only being performed by the Design/Build Architect/Engineer upon completion of those respective Phases.

5.3.5 The City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

5.3.5.1 Defective Work not remedied.

5.3.5.2 Claims filed, or reasonable evidence indicating probable filing of claims, by other parties against the Design/Build Firm because of the Design/Build Firm's (or its Subcontractors') performance.

5.3.5.3 Failure of the Design/Build Firm to make payments properly to Subcontractors for material or labor.

5.3.5.4 Damage to another Subcontractor not remedied.

5.3.5.5 Failure of the Design/Build Firm to provide any and all documents required by the Contract Documents.

5.3.5.6 This Article is deleted.

When any of the above grounds are removed or resolved satisfactorily to the Contract Administrator, any withheld payment shall be made in whole or in part to extent the specific ground is removed or resolved.

The City Project Manager and the Design/Build Firm's Architect/Engineer shall conduct an inspection within ten (10) calendar days of receipt of written notice from the Design/Build Firm's Contractor that the Work is ready for final inspection and acceptance. Within thirty (30) calendar days after Final Completion of the Work and acceptance thereof by the City, the Design/Build Firm shall submit a final application for payment setting forth all amounts due to the Design/Build Firm (including the unpaid portion of the Design/Build Firm's fee). Once the Contract Administrator approves the final application for payment, the requisite documents have been submitted, the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met, the Contract Administrator will issue a final Certificate of Payment (substantially in the form attached). The Design/Build Firm shall then deliver to the Contract Administrator the completed Form of Final Receipt (substantially in the form attached).

5.3.6 The Design/Build Firm shall promptly pay all bills for labor performed and material

furnished by its Subcontractors, suppliers and material providers, in connection with the Work. The Design/Build Firm shall deliver to the City the Form of Certification of Payments to Subcontractors (substantially in the form attached) with each payment application in accordance with the provisions in 5.3.1.

- 5.3.7 The City shall pay the final payment only after the City Manager, or his or her designee, or the City Commission, as applicable, has reviewed a written evaluation of the performance of the Design/Build Firm prepared by the Contract Administrator, and approved the final payment. The receipt and acceptance of final payment shall constitute a waiver of all claims by the Design/Build Firm.

ARTICLE 6 – CITY'S RESPONSIBILITIES

6.1 The Contract Administrator shall provide, for the Design/Build Firm, all pertinent information City has available about the Project, including previous reports and any other data about design or construction of the Project.

6.2 The Contract Administrator shall arrange for access to and make all provisions for the Design/Build Firm to enter on public and private property as required for the Design/Build Firm to perform the Work.

6.3 The Contract Administrator shall review the itemized deliverables/documents identified in Exhibit A, and respond in writing with any comment within the time set forth on the up-to-date, approved Project Schedule.

6.4 The Contract Administrator shall give prompt written notice to the Design/Build Firm whenever the Contract Administrator observes or otherwise becomes aware of (a) any development that materially affects the scope or timing of the Design/Build Firm's services; or (b) any defect in the Work.

The Contract Administrator retains authority to direct the Design/Build Firm to stop the progress of the Work whenever, in the sole discretion of the Contract Administrator, such stoppage is (a) necessary to ensure proper execution of the Work and fulfillment of this Contract; or (b) in an emergency affecting the safety of life or property, or the Work or an adjoining property.

ARTICLE 7 - CHANGES IN THE WORK OR TERMS OF CONTRACT DOCUMENTS

7.1 Without invalidating this Contract and without notice to Surety, the City reserves the right, from time-to-time, to make such increases, decreases or other changes in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed Work in a satisfactory manner. Any changes to the scope of this Project must be accomplished by means of appropriate Field Orders and Supplemental Instructions or Change Orders. In no event shall the Contract Price be modified except by appropriate Change Order or Amendment.

- 7.1.1 Any changes to this Contract must be contained in a written document, executed by the Parties hereto, with the same formality and of equal dignity before the initiation of any Work reflecting such change. This Section does not prohibit the

issuance of Change Orders executed only by City as hereinafter provided.

- 7.12 The Design/Build Firm shall not start Work on any changes requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved and issued by the Contract Administrator. If the Design/Build Firm starts work on any such changes, the Design/Build Firm does so at its own risk and with the understanding that it may receive no money for the Work, or a portion of the Work, performed before a valid Change Order is approved and issued by the Contract Administrator. Upon receipt of a Change Order, the Design/Build Firm shall promptly proceed with the Work set forth within the document.

7.2 Field Orders and Supplemental Instructions

- 7.21 The City Project Manager, through the Contract Administrator, may approve and issue Field Orders setting forth written interpretations of the intent of this Contract and ordering minor changes in Work execution, providing the Field Order involves no change in the Contract Price or Contract Time or degradation of project quality as judged in the discretion of the City Project Manager.
- 7.22 The City Project Manager, through the Contract Administrator, may approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning this Contract or its performance, provided such Supplemental Instructions involve no change in the Contract Price or Contract Time or degradation of project quality as judged in the discretion of the City Project Manager.

7.3 Change Orders

- 7.3.1 Changes in the quantity or character of the Work that are not properly the subject of Field Orders/Supplemental Instructions, including all changes resulting in changes in the Contract Price, or the Contract Time, shall be authorized only by prior approved Change Orders issued in accordance with the provisions of the City's procurement/purchasing code, ordinances, processes, procedures and regulations, as amended from time-to-time.
- 7.3.2 To avoid delays to the Project and to mitigate damages to the Parties, Change Orders may be issued unilaterally by City.
- 7.3.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
- 7.3.3.1 When the Work involved is covered by unit prices contained in this Contract, by application of unit prices to the quantities of items involved, subject to the following:

- a) When the quantity of any item of the Work that is covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such Work indicated in this Contract, an appropriate Change Order shall be issued to adjust the unit price, if warranted.
- 7332 By mutual acceptance of a lump sum that the Design/Build Firm and the City acknowledge contains a component for overhead and profit.
- a) Whenever a change in the Work is to be based on a mutual acceptance of a lump sum, whether the amount is an addition, credit, or no change-in cost, the Design/Build Firm shall submit an initial cost estimate acceptable to the Contract Administrator.
 - b) Breakdown shall list the quantities and unit prices for materials, labor, equipment, and other items of cost.
 - c) Whenever a change involves the Design/Build Firm and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for the Design/Build Firm and each Subcontractor shall be itemized separately.
- 7333 On the basis of the "cost of work," determined as provided in Sections 7.3.4 and 7.3.5, plus a fee for overhead and profit that is determined as provided in Section 7.3.6.
- a) Whenever the cost of any Work is to be determined under "cost of work," the Design/Build Firm will submit in a form acceptable to the Contract Administrator an itemized cost breakdown together with the supporting data.
- 734 The term "cost of work" means the sum of all direct costs necessarily incurred and paid by the Design/Build Firm in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by the City and the Design/Build Firm, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Section 7.3.5.
- 734.1 Payroll costs for employees in the direct employ of the Design/Build Firm in the performance of the Work described in the Change Order under schedules of job classifications agreed upon by the City and the Design/Build Firm. Payroll costs for employees not employed full time on the Work covered by the Change Order shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, benefits, bonuses, sick leave, and vacation and holiday pay application thereto. Such employees shall

include superintendents and foremen at the site. The expenses of performing the Work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized by the City.

- 7342 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to the Design/Build Firm unless the City deposits funds with the Design/Build Firm with which to make payments, in which case the cash discounts shall accrue to the City. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the City and the Design/Build Firm shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery with written rental agreements approved by the City with the advice of the Design/Build Architect/Engineer and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery, or parts shall cease when the use is no longer necessary for the Work.
- 7343 Cost of special consultants including, but not limited to, engineers, architects, testing laboratories and surveyors employed for services specifically related to the performance of the Work described in the Change Order only if pre-approved in writing by the Contract Administrator.
- 7344 Supplemental costs include the following:
- a) Receipted minor expenses such as telephone calls, telegrams, postage, photographs, blueprints, office supplies, first aid supplies and related miscellaneous costs reasonably incurred in direct support of the Work at the Project site.
 - b) Premiums (net) on bonds and insurance, including Subcontractor bonds, if any, that the Design/Build Firm is obligated to secure and maintain under the terms of the Contract Documents and such other insurance and bonds as may be required, subject to the written approval of the Contract Administrator. Premiums paid as part of the Design/Build Firm's cost shall be net of trade discounts, volume discounts, dividends and other adjustments. All insurance and bonds shall be provided by companies acceptable to City. Self-insurance by the Design/Build Firm or insurance through any affiliates of the Design/Build Firm shall not be permitted without the Contract Administrator's prior written approval. The City's approval shall not be required on Subcontractor bonds and premiums thereof shall be considered a Cost of the Work.

- c) The cost of obtaining and using any utility services required for the Work that are not paid directly by the City, including fuel and sanitary services at the Project site.
- d) The cost and expenses actually incurred by the Design/Build Firm in connection with the work of protecting and repairing adjoining property, if required, except to the extent that any such cost or expense is:
 - (1) the responsibility of the Design/Build Firm under Article 13, reimbursable by insurance or otherwise;
 - (2) due to the failure of the Design/Build Firm to follow the requirements of the Contract Documents on insurance; or
 - (3) due to the failure of any officer of the Design/Build Firm or of any of its representatives having supervision or direction of the Work to exercise good faith or the standard of care normally exercised in the conduct of the business of a general contractor experienced in the performance of work of the magnitude, complexity, and type encompassed by the Contract Documents, in any of which events any such expenses shall not be included in the Design/Build Firm's costs.
- e) Sales, use, and other taxes, imposed by any governmental authority, for which the Design/Build Firm is liable, related to the Project, all with respect to services performed or materials furnished for the Work. It is expressly understood that none of the foregoing includes Federal, State or local income or franchise taxes.
- f) The proportion of necessary transportation, travel and subsistence expenses of the Design/Build Firm's employees, excluding travel time, incurred in discharge of duties connected with the Work except for local travel to and from the site of the Work.
- g) Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of the Design/Build Firm.
- h) Deposits lost for causes other than the Design/Build Firm's negligence; royalty payments and fees for permits and licenses.
- i) Cost of premiums for additional bonds and insurance required

because of changes in the Work.

- j) Any other expenses or charges incurred, with the prior written approval of the Contract Administrator, in the performance of the Work.

73.5 The term "cost of the work" shall not include any of the following:

73.5.1 Payroll costs and other compensation of the Design/Build Firm's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, schedulers, lawyers, auditors, accountants, purchasing or contracting agents, expeditors, timekeepers, clerks, and other personnel employed by the Design/Build Firm whether at the site or in its principal or a branch office for general administration of the Work, all of which are administrative costs covered by the Design/Build Firm's fee.

73.5.2 Expenses of the Design/Build Firm's principal and branch offices other than the Design/Build Firm's office at the site.

73.5.3 Any part of the Design/Build Firm's capital expenses, including interest on the Design/Build Firm's capital employed for the Work and charges against the Design/Build Firm for delinquent payments.

73.5.4 This Article is deleted.

73.5.5 Costs due to the negligence or neglect of the Design/Build Firm, any Subcontractors, or Subconsultants, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

73.5.6 Other overhead or general expense costs of any kind.

73.6 The Design/Build Firm's fee for overhead and profit shall not exceed five percent (5%) of the net change to the cost of the Work.

73.7 If a subcontract is on the basis of cost of the Work plus a fee, the Subcontractor's fee for overhead and profit shall be determined as follows:

73.7.1 In no event shall the aggregate of all Subcontractors' overhead and profit exceed fifteen percent (15%) of the net change(s) to the Subcontractors' cost of the Work. If a Subcontractor is owned by an affiliate of, or managed by, the Design/Build Firm, or the Work is to be "self-performed" by the Design/Build Firm, no overhead and profit will be allowed on that cost. If there is more than one level of Subcontractor, such as second and

third tier Subcontractors, the sum of all the Subcontractors' including any tiered Subcontractors' percentage markups for overhead and profit shall not in the aggregate exceed fifteen percent (15%) of the aggregate net change to the Subcontractors' cost of the Work.

- 73.72 Whenever a change in the Subcontractor's Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit, or no change-in-cost, the Design/Build Firm shall submit an initial cost estimate obtained from the Subcontractor and acceptable to the City Project Manager before commencing the Work. The breakdown must list the quantities and unit prices for materials, labor, equipment and other items of cost. Whenever a change involves more than one (1) Subcontractor and the change is an increase in the Contract Price, overhead and profit percentage of each Subcontractor and the Design/Build Firm, if applicable, must be itemized separately.
- 73.8 All changes to construction contracts must be approved in advance in accordance with the value of the Change Order or the calculated value of the time extension.
- 73.9 If adjustment cannot be reached, satisfactory to the Contract Administrator, for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, the Contract Administrator may, in his/her sole discretion, either remove the items in question from the Contract and make such arrangements as may be deemed necessary to complete the disputed Work or submit the matter in dispute to the City Manager, or designee, as set forth in Article 16 herein. During the pendency of the dispute, and upon receipt of an approved Change Order, the Design/Build Firm shall promptly proceed with the change in the Work involved and advise the City Project Manager and the Contract Administrator in writing within seven (7) calendar days of the Design/Build Firm's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.
- 73.10 On approval of any Change Order increasing the Contract Price, the Design/Build Firm shall ensure that the performance bond and payment bond are increased so that each reflects the Contract Price as increased.

7.4 Notification of Change of Contract Time or Contract Price

- 74.1 Any claim for a change in the Contract Time or Contract Price shall be made by written notice delivered by the Design/Build Firm to the City Project Manager and the Contract Administrator with a copy to the Design/Build Architect/Engineer and the Design Criteria Professional, within twenty (20) calendar days of the commencement of the event that is known or that should have been known by the Design/Build Firm, its vendors or Subcontractors giving rise to the claim and stating the general nature of the claim. Notice of the nature and elements of the claim shall be delivered within twenty (20) calendar days after the date of such written notice. Thereafter, within ten (10) calendar days of

the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting data shall be delivered to the Contract Administrator and the City Project Manager, unless the City Project Manager allows an additional period of time to ascertain more accurate data in support of the claim, and shall be accompanied by the Design/Build Firm's written statement that the adjusted claim is the entire adjustment to which the Design/Build Firm believes it is entitled because of the said event. All claims for adjustment in the Contract Time or Contract Price shall be determined by and in accordance with Article 7 herein. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

- 7.4.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of and through no fault or negligence of the Design/Build Firm if a claim is made therefore as provided in Section 7.4.1. Such delays shall be permitted only in the event of severe weather or other acts of God, fire, riot, civil unrest, epidemic or pandemic which effectively prevents continuation of the Work.

No Damages for Delay No claim for damages or any claim, other than for an extension of time, shall be made or asserted against the City by reason of any delays. The Design/Build Firm shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Design/Build Firm for actual delays due solely to fraud, bad faith or active interference by the City or its agents. Otherwise, the Design/Build Firm shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

ARTICLE 8 - INSURANCE

8.1 The specific insurance coverage requirements for the Design/Build Firm are identified in the minimum insurance requirements attached hereto as Exhibit D (the "Minimum Insurance Requirements").

8.2 The Design/Build Firm shall maintain, at its sole expense and at all times during the term of the Design/Build Contract (unless a different time period is otherwise stated herein), at least the minimum limits of insurance coverage designated in the Minimum Insurance Requirements (inclusive of any amount provided by an umbrella or excess policy) in accordance with the terms and conditions stated in this Article. All required insurance shall apply on a primary basis, and shall not require contribution from any other insurance or self-insurance maintained by the City.

Any insurance, or self-insurance, maintained by the City shall be in excess of, and shall not be combined with, the insurance provided by the Design/Build Firm.

8.3 Insurers providing the insurance required by the Design/Build Contract must either be: (1) authorized by a current certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the *Florida Workers' Compensation Act*, an eligible surplus lines insurer under Florida law. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a minimum A.M. Best Company Rating of "A". To the extent insurance requirements are designated in the Minimum Insurance Requirements, the applicable policies shall comply with the following:

- 83.1 Commercial General Liability Insurance: Policy shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), with the exception of endorsements specifically required by ISO or the State of Florida, and liability arising out of:

Mold, fungus, or bacteria

Terrorism

Silica, asbestos or lead

Sexual molestation

Cyber liability

Architects and engineers' professional liability, unless coverage for professional liability is specifically required by this Contract.

City shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor). The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against City.

The Design/Build Firm shall maintain products/completed operations coverage for at least three (3) years after the final completion of the Project, unless a longer period is identified in the Minimum Insurance Requirements. In that case, the term specified in the Minimum Insurance Requirements shall supersede.

- 832 Business Automobile Liability Insurance: Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of Work under the Design/Build Contract. The City shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured." The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against the City.

8.3.2.1 Workers' Compensation/Employer's Liability Insurance: Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance ("NCCI"), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer's right to subrogate against the City in the manner which would result from the attachment of the NCCI form "Waiver of our Right to Recover from Others Endorsement" (Advisory Form WC 00 03 13) with the City scheduled thereon. Where appropriate, coverage shall be included for any applicable Federal or State employer's liability laws, rules, regulations and codes.

In the event that the Design/Build Firm provides all or a portion of the Workers' Compensation/Employer's Liability insurance required herein by means of a professional employer organization ("PEO") or employee leasing company, any such Workers' Compensation/Employer's Liability insurance provided will only be deemed acceptable solely for the purposes of insuring the Design/Build Firm's enrolled employees. In addition, and notwithstanding the foregoing, to adequately protect the City against injuries to uninsured employees of Subcontractors and non-enrolled employees of Design/Build Firm, Design/Build Firm must still procure, maintain, and furnish the City with evidence of a stand-alone separate

Workers' Compensation/Employer's Liability insurance policy issued with the Design/Build Firm as the named insured, and complying with all requirements for the Design/Build Firm provided Workers' Compensation contained in the Design/Build Contract. It is permissible for the Design/Build Firm to exclude payroll of leased employees from such separate Workers' Compensation/Employer's Liability insurance policy.

833 Professional Liability Insurance: Such insurance shall cover the Design/Build Firm for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the Design/Build Contract. If the policy provides coverage on a claims-made basis, such coverage must respond to all claims reported within at least three (3) years following the period for which coverage is required, unless a longer period is indicated in the Minimum Insurance Requirements.

834 Environmental Pollution Liability: Such insurance shall include clean-up costs and provide coverage to the Design/Build Firm for liability resulting from pollution or other environmental impairment arising out of, or in connection with, Work performed under the Design/Build Contract, or which arises out of, or in connection with the Design/Build Contract, including coverage for clean-up of pollution conditions and third-party bodily injury and property damage arising from pollution conditions. Such insurance shall also include Transportation Coverage and Non-Owned Disposal Sites coverage. Should the policy provide coverage on a claims-made basis, the coverage shall be in force and effect to respond to all claims reported within at least three (3) years following the period

for which coverage is required, unless a longer period is indicated in the Minimum Insurance Requirements, and which would have been covered had the coverage been provided on an occurrence basis.

The City shall be included as an "Additional Insured" on the policy. The Design/Build Firm shall be responsible for all deductibles in the event of a claim.

8.4 Within fifteen (15) days after the full execution of the Design/Build Contract or notification of award, whichever is earlier, the Design/Build Firm shall provide to the City satisfactory evidence of the insurance required in the Design/Build Contract, in accordance with this Article 8. With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability and Business Automobile Liability Insurance, an appropriate Certificate of Insurance identifying the project and signed by an authorized representative of the insurer shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance identifying the project, signed by an authorized representative of the insurer, and copies of the actual additional insured endorsements as issued on the policy(ies) shall be satisfactory evidence of such insurance.

8.5 Insurance coverage is not to cease and is to remain in force until the City determines all performance required of the Design/Build Firm is completed. If any of the insurance coverage will expire prior to the completion of the Services, proof of insurance renewal shall be provided to the City prior to the policy's expiration.

8.6 The Design/Build Firm shall provide the City thirty (30) days' advance notice of any cancellation of the policy except in cases of cancellation for non-payment for which the City shall be given ten (10) days' advance notice.

8.7 The Design/Build Firm shall provide, within thirty (30) days after receipt of a written request from the City, a copy of the policies providing the coverage required by the Design/Build Contract, in accordance with this Article 8. The Design/Build Firm may redact provisions of the policies that are not relevant to the insurance required by the Design/Build Contract.

8.8 If the Design/Build Firm uses a Subcontractor or Subconsultant, the Design/Build Firm shall require each Subcontractor or Subconsultant to endorse the City and the Design/Build Architect/Engineer as "Additional Insureds" on the Subcontractor or Subconsultant's Commercial General Liability policy.

8.9 The City shall not allow the Design/Build Firm or any Subcontractor or Subconsultant thereof to commence any design, development, or construction work required under the Design/Build Contract until after the City has obtained all the minimum insurance described herein and the policies of such insurance detailing the provisions of coverage have been received and approved by the City's Risk Managers.

8.10 The City shall ensure that all insurance, Bonds, warranties and guarantees for any construction, workmanship and/or materials and equipment constructed, installed and/or affixed on the Project property, shall run to the City.

8.11 This Section intentionally omitted.

8.12 General Commercial Liability: The Design/Build Architect/Engineer agrees to maintain Commercial General Liability coverage no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), with the exception of endorsements specifically required by ISO or the State of Florida, and liability arising out of:

Mold, fungus, or bacteria

Terrorism

Silica, asbestos or lead

Sexual molestation

Cyber liability

Architects and engineers professional liability, unless coverage for professional liability is specifically required by this Contract.

The City shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor). The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against the City.

8.13 Professional Liability Insurance: The Design/Build Architect/Engineer agrees to maintain Professional Liability coverage for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in this Contract. If the policy provides coverage on a claims-made basis, such coverage must respond to all claims reported within at least three (3) years following the period for which coverage is required, unless a longer period is indicated in Exhibit D. The Design/Build Architect/Engineer shall be responsible to pay for all deductibles.

The Design/Build Architect/Engineer shall notify the City in writing within thirty (30) calendar days of any claims filed or made against the Professional Liability Insurance Policy.

8.14 Workers' Compensation Insurance/Employers Liability Insurance: Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer's right to subrogate against the City in the manner which would result from the attachment of the NCCI form "Waiver of our Right to Recover from Others Endorsement" (Advisory Form WC 00 03 13) with the City scheduled thereon. When appropriate, coverage shall be included for any applicable Federal or State employer's liability laws.

8.15 Business Automobile Liability: Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection

with the performance of Work under this Contract. The City shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured." The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against the City.

8.16 Within fifteen (15) calendar days after the full execution of this Contract or notification of award, whichever is earlier, the Design/Build Architect/Engineer shall provide to the City satisfactory evidence of the insurance required in this Contract. With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability, and Business Automobile Liability Insurance, an appropriate Certificate of Insurance identifying the project and signed by an authorized representative of the insurer shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance identifying the project, signed by an authorized representative of the insurer, and copies of the actual additional insured endorsements as issued on the policy(ies) shall be satisfactory evidence of such insurance.

8.17 Coverage is not to cease and is to remain in force until the City determines all performance required of Design/Build Architect/Engineer is completed. If any of the insurance coverage will expire before the completion of the Services, proof of insurance renewal shall be provided to the City before the policy's expiration.

8.18 The Design/Build Architect/Engineer shall provide the City thirty (30) business days' advance notice of any cancellation of the policy except in cases of cancellation for non-payment for which the City shall be given ten (10) business days' advance notice.

8.19 The Design/Build Architect/Engineer shall provide, within thirty (30) business days after receipt of a written request from the City, a copy of the policies providing the coverage required by this Contract. The Design/Build Architect/Engineer may redact portions of the policies that are not relevant to the insurance required by this Contract.

8.20 If the Design/Build Architect/Engineer uses a Subconsultant, the Design/Build Architect/Engineer shall require each Subconsultant to endorse the City as an "Additional Insured" on the Subconsultant's Commercial General Liability policy.

ARTICLE 9 – INDEMNIFICATION AND LIMITATION OF LIABILITY

9.1 The Design/Build Firm shall indemnify and hold harmless the City, its officers and employees from liabilities, damages, losses, claims and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful misconduct of the Design/Build Firm, and other persons employed or utilized by the Design/Build Firm in the performance of this Contract.

9.2 The provisions of this Section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due the Design/Build Firm under this Contract may be retained by the City until all the City's claims for indemnification under this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by the City.

9.3 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NEITHER

DESIGN/BUILD FIRM NOR THE CITY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING. THE CONSEQUENTIAL DAMAGES LIMITATION SET FORTH HEREIN IS NOT INTENDED TO AFFECT PAYMENT OF LIQUIDATED DAMAGES, WHICH BOTH PARTIES RECOGNIZE HAS BEEN ESTABLISHED, IN PART, TO REIMBURSE OWNER FOR SOME DAMAGES THAT MIGHT OTHERWISE BE DEEMED TO BE CONSEQUENTIAL.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF DESIGN-BUILD FRIM MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

ARTICLE 10 - PERFORMANCE BOND AND PAYMENT BOND AND QUALIFICATIONS OF SURETY

10.1 Within fifteen (15) calendar days of the City Commission executing this Contract, the Design/Build Firm shall furnish a Performance Bond (substantially in the form attached) and a Payment Bond (substantially in the form attached).

10.1.1 Each bond shall be for one hundred percent (100%) of the Contract Price guaranteeing to the City the completion and performance of the Work covered in this Contract and full payment of all suppliers, material providers, laborers or Subcontractors of all tiers employed under this Project. Each bond shall be with a surety company which is qualified under Section 10.2.

10.1.2 Each bond shall continue in effect for one (1) year after Final Completion and acceptance of the Work, or an additional bond shall be obtained by the Design/Build Firm and conditioned that the Design/Build Firm will, upon notification by the City, correct any defective or faulty Work or materials that appear within one (1) year after Final Completion and acceptance of the Work.

10.1.3 Under the requirements of Section 255.05(1)(a), *Florida Statutes*, as may be amended, the Design/Build Firm shall ensure that the bond(s) referenced above shall be recorded in the public records of Volusia County and provide the City with evidence of such recording as a precondition to commencing any Work.

10.2 Qualifications of Surety

10.2.1 Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

- 10.22 The surety company shall hold a current certificate of authority as acceptable surety on Federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the bond exceeds the underwriting limitation set forth in the circular, to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 *Code of Federal Regulations* Section 223.10, Section 223.111). Also, the surety company shall provide the City with evidence satisfactory to the City that such excess risk has been protected in an acceptable manner.
- 10.23 The surety company shall have a minimum A.M. Best Company Rating of "A+". A surety company that is rejected by the City may be substituted by the Design/Build Firm with a surety company acceptable to the City, only if the bid amount does not increase.

ARTICLE 11 - PERMITS, LICENSES, AND IMPACT FEES

11.1 The Design/Build Firm shall procure and pay for all permits, licenses, charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the Work. The cost of all licenses, certifications, business taxes, etc., which may be required by the State of Florida, State Agencies or by other local governmental entities are included in the Design/Build Firm's overhead costs.

ARTICLE 12 – PERSONNEL

12.1 The Design/Build Firm shall ensure that any personnel used or employed in the performance of the Work are qualified by training and experience to perform their assigned tasks. At the request of the City Project Manager, the Design/Build Firm shall not use in the performance of the Work any personnel deemed by the City Project Manager to be incompetent, careless, or unqualified to perform the Work assigned to that person or that are otherwise unsatisfactory to the City Project Manager.

12.2 In the performance of the Work, the Design/Build Firm shall employ only such labor, and engage Subcontractors that employ only such labor, as will not delay or interfere with the speedy and lawful progress of the Project, and as will be acceptable to and work in harmony with all other workers employed on the Project site or on any other building, structure, or other improvement that the Design/Build Firm or any other design/build firm may then be erecting or altering on City's behalf.

The Design/Build Firm shall not employ any labor that will interfere with labor harmony at the Project site or with the introduction and storage of materials and the execution of Work by other contractors.

12.3 The Design/Build Firm shall furnish the City Project Manager or the Contract Administrator, upon request, resumes of the Design/Build Firm's key personnel involved in the

Work.

124 In accordance with Section 448.095, *Florida Statutes*, the Design/Build Firm shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Contract and shall expressly require any Subcontractors performing Work or providing services pursuant to this Contract to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the Subcontractor during the term of this Contract. If the Design/Build Firm enters into a contract with a Subcontractor performing Work or providing services on its behalf, the Design/Build Firm shall also require the Subcontractor to provide an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>. The Design/Build Firm and any of its Subcontractors shall, upon the City's request, provide evidence of compliance with this provision to the City. Failure to comply with this provision is a material breach of this Contract, and the City may choose to terminate this Contract at its sole discretion. If such termination occurs, then pursuant to Section 448.095(2)(f), *Florida Statutes*, the Design/Build Firm shall be liable for any additional costs incurred by the City as a result of the termination of this Contract.

ARTICLE 13 – DESIGN/BUILD FIRM'S WARRANTIES

13.1 The Design/Build Firm warrants to the City that all materials and equipment under this Contract will be new unless otherwise specified and that all the Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized by the Contract Administrator and the City Project Manager, may be considered defective. If required by the City Project Manager, the Design/Build Firm shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Article 14 herein.

13.2 The Design/Build Firm also represents and warrants:

- 13.2.1 That it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to perform this Contract; that it is able to furnish the materials and services; that it is experienced in and competent to perform the Work; and that it is qualified to do the Work herein and is authorized to do business in the State of Florida.
- 13.2.2 That it holds a license, permit, or other special license to perform the services included in this Contract, as required by law; or that it employs or works under the general supervision of the holder of such license, permit, or special license.
- 13.2.3 That the Work shall be performed in a competent, safe, qualified and professional manner, free from defects in materials and workmanship, and constructed in accordance with manufacturers' recommendations and that all materials are new and approved by, or acceptable to, the City Project Manager, except as otherwise expressly provided for in the Contract Documents.

133 Prohibited Telecommunications Equipment The Design/Build Firm represents and certifies that it and its Subconsultants do not use any equipment, system or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 *Code of Federal Regulations* Sections 52.204-24 through 52.204-26. The Design/Build Firm represents and certifies that the Design/Build Firm and its Subconsultants shall not provide or use such covered telecommunications equipment, system, or services for the duration of this Contract.

134 Criminal History Screening Practices The Design/Build Firm represents and certifies that its policies, practices, and procedures regarding inquiry into the criminal history of all applicants for employment, including a criminal history background check, preclude inquiry into each applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

ARTICLE 14 - DEFECTIVE WORK

14.1 The City Project Manager may reject or disapprove Work that he or she finds defective. The Design/Build Architect/Engineer may also reject or disapprove Work. If required by the City Project Manager or the Design/Build Architect/Engineer, the Design/Build Firm shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. The Design/Build Firm shall pay all direct, indirect and consequential costs of such removal or correction including cost of testing laboratories and personnel. The City shall not reimburse for the cost of such Work.

14.2 If the Design/Build Firm fails or refuses to commence removal or correction of any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the City Project Manager or the Design/Build Architect/Engineer, the City shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at the Design/Build Firm's expense. Any expense incurred by the City in making such removals, corrections, or repairs, shall be paid for out of any monies due or which may become due to the Design/Build Firm, or may be charged against the Payment or Performance Bond. If the Design/Build Firm fails to make all necessary repairs promptly and fully, the City may declare a default.

14.3 If, within one (1) year after the date of Substantial Completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Design/Build Firm, after receipt of written notice from the City, shall promptly correct such defective or nonconforming Work within the time specified by the City without cost to the City, to do so. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which the Design/Build Firm might have under the Contract Documents including, but not limited to, Article 13 herein and any claim regarding latent defects.

14.4 Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered, or obligate the City to final acceptance.

14.5 The Design/Build Firm shall, at its sole expense: (i) replace any non-conforming part of the Work discovered during the Project; (ii) remedy any defects in the Work due to faulty materials or quality of Work that appear within one (1) year from the time of Substantial Completion of the Work or portions thereof hereunder or within such longer period of time as may be set forth in the Contract Documents or as may be required by law; and (iii) replace, repair, or restore any parts of the Project, or furniture, fixtures, equipment, or other items placed therein (whether by the City or any other party) that are injured or damaged by any such parts of the Work that do not conform to this Contract or are due to defects in the Work. The provisions of this Article shall not apply to corrective Work attributable solely to the acts or omissions of any separate contractor or subcontractor of the City unless the Design/Build Firm is acting in such capacity or capacities. The Design/Build Firm shall bear the cost of performing any of its obligations under this Article. The Design/Build Firm's responsibility to make repairs and redo Work under this Article is in addition to the Design Build Firm's responsibility to the City for any other damages of any kind for which the Design/Build Firm would be legally responsible.

14.6 The Design/Build Firm shall ensure that the following provisions are included in any agreements with Subcontractors for the Project:

- 14.6.1 The Subcontractor shall warrant to the City and to the Design/Build Firm that all quality of Work and materials are free from defects in installation. The express warranty/guarantee shall be consistent with the durations stipulated in the Contract Documents.
- 14.6.2 Notwithstanding anything to the contrary, neither the Design/Build Firm, nor its surety, nor the Subcontractor shall have any joint/several liability relating to, nor shall they be obligated to underwrite, or in any way become guarantor(s) of any manufacturer's warranty/guaranty or product to the City.
- 14.6.3 The Design/Build Firm shall collect and transmit to the Contract Administrator any and all manufacturer's warranties and manufacturer's guarantees specified in the Contract Documents. The obligation and liability of the Design/Build Firm and/or its surety is limited to the collection and proper transmittal of these warranties and guarantees to the Contract Administrator.

14.7 If the City deems it inexpedient to require the correction of Work damaged or not performed in accordance with the Contract Documents, an equitable deduction from the Contract Price shall be made by an agreement between the Design/Build Firm and the City. Until such settlement, the City may withhold such sums as the City deems just and reasonable from money, if any, due the Design/Build Firm. Section 16.5 below shall apply to all unresolved disputes between the Parties.

14.8 The Design/Build Firm's express warranties herein shall be in addition to, and not instead of, any other warranties or remedies the City may have under this Contract or any other remedies available by law.

ARTICLE 15 - CITY'S RIGHT TO TERMINATE CONTRACT

15.1 If the Design/Build Firm fails to begin the Work within ten (10) calendar days after the time specified in the Notice to Proceed, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work under the accepted schedule or if the Design/Build Firm shall fail to perform any material term set forth in the Contract Documents or if the Design/Build Firm shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, or if the Design/Build Firm is placed 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 Section 215.473 or 215.4725, *Florida Statutes*, or if Design/Build Firm provides a false certification submitted pursuant to Section 287.135, *Florida Statutes*, the Contract Administrator may give notice in writing to Design/Build Firm and its Surety of such delay, neglect, or default, specifying the same. If Design/Build Firm, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then City may upon written certificate from the Contract Administrator of the fact of such delay, neglect, or default and Design/Build Firm's failure to comply with such notice, terminate the services of Design/Build Firm, exclude Design/Build Firm from the Project site, and take the prosecution of the Work out of the hands of Design/Build Firm, and appropriate or use any or all materials and equipment that are an integral part of the Work on the Project site as may be suitable and acceptable. In such case, Design/Build Firm shall not be entitled to receive any further payment until the Project is completed. In addition, the City may enter into an agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in City's sole opinion shall be required for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in City's sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs, and charges incurred by the City, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to the Design/Build Firm. In case the damages and expenses so incurred by the City shall exceed the unpaid balance, then the Design/Build Firm may be liable for such damages and expenses and if liable, may be required to pay to City the amount of said damages and expenses. Section 16.5 below shall apply to all unresolved disputes between the Parties.

152 If, after notice of termination of the Design/Build Firm's right to proceed, it is determined for any reason that the Design/Build Firm was not in default, the rights and obligations of the City and the Design/Build Firm shall be the same as if the notice of termination had been issued under the termination for convenience clause as set forth in Section 15.3 below.

153 This Contract may be terminated for convenience in writing by the City upon ten (10) calendar days written notice to the Design/Build Firm (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, the City shall pay the Design/Build Firm for all Work executed and actual expenses incurred before termination in addition to costs reasonably incurred by the Design/Build Firm relating to commitments which had become the Design/Build Firm's before the termination. Payment shall include reasonable profit for Work and/or services performed. All actual expenses incurred shall have sufficient back-up documentation to verify that such expenses were actually

incurred by the Design/Build Firm. No payment shall be made for profit for Work and/or services that have not been performed.

15.4 Upon receipt of a notice of termination under Sections 15.2 or 15.3 above, the Design/Build Firm shall promptly discontinue all affected Work unless the notice of termination directs otherwise and deliver or otherwise make available to the City all data, drawings, specifications, reports, estimates, summaries, and such other information as may have been required by the Contract Documents whether completed or in process.

ARTICLE 16 - RESOLUTION OF DISPUTES

16.1 Questions, claims, difficulties and disputes of whatever nature that may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Contract as to the character, quality, amount and value of any Work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents that cannot be resolved by mutual agreement of the Contract Administrator and the Design/Build Firm shall be submitted to the City Manager, or designee, for resolution. When either Party has determined that a disputed question, claim, difficulty or dispute is at an impasse that Party shall, within five (5) calendar days from the date of impasse, notify the other Party in writing and submit the question, claim, difficulty, or dispute to the City Manager, or designee, for resolution. The Parties may agree to a proposed resolution at any time without the involvement and determination of the City Manager, or designee.

16.2 The City Manager, or designee, shall notify the Contract Administrator and the Design/Build Firm in writing of the City Manager's, or designee's, decision within twenty-one (21) calendar days from the date of the submission of the question, claim, difficulty, or dispute, unless the City Manager, or designee, requires additional time to gather information or allow the Parties to provide additional information. The City Manager's, or designee's, estimates and decisions upon all questions, claims, difficulties, and disputes shall be final and binding to the extent provided in Section 16.4.

16.3 During the pendency of any dispute and after a determination thereof, the Design/Build Firm, the Design/Build Architect/Engineer, the City Project Manager and the Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Contract, other than termination herein, the Design/Build Firm shall proceed diligently with performance of this Contract and the City shall continue to make payments for undisputed amounts in accordance with the Contract Documents.

16.4 In the event the determination of a dispute by the City Manager, or designee, under this Article is unacceptable to any of the Parties hereto, the Party objecting to the determination must notify the other Party, in writing within ten (10) calendar days after receipt of the written determination. The notice must state the basis of the objection and the objecting Party's proposed resolution. If notice is given by the Design/Build Firm, it must be accompanied by a statement that any Contract Price or Contract Time adjustment claimed is the entire adjustment to which the Design/Build Firm has reason to believe it is entitled to because of the question, claim, difficulty, or dispute. Resolution of such dispute shall be made by the City Manager or designee.

The City Manager's or designee's decision shall be final and binding on the Parties and subject to judicial review.

16.5 For any disputes which remain unresolved, the Parties shall participate in mediation within sixty (60) calendar days after Final Completion of the Work with a mediator mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under the laws of Florida. **A PARTY SPECIFICALLY WAIVES ALL ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR CONTRACT TIME AND CONTRACT PRICE ADJUSTMENTS PROVIDED IN THE CONTRACT, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS ARTICLE.**

ARTICLE 17 - CITY PROJECT MANAGER'S RESPONSIBILITY AND AUTHORITY

17.1 The City Project Manager shall:

- a. Interpret the intent and meaning of the Contract Documents.
- b. Inspect the Work and require special testing to verify the Work's compliance with the Contract Documents.
- c. Issue Field Orders to the Design/Build Firm that will not affect the Contract Sum or Time.
- d. Organize and conduct Substantial Completion and Final Completion inspections as required in the Contract Documents.
- e. Serve as the point of contact between the City and the Design/Build Firm for correspondence and other communication.
- f. Perform other administrative duties as assigned by the Contract Administrator.

17.2 It shall be the duty of the City Project Manager within a reasonable time and as promptly as possible, to make and render decisions in the interpretation of the Contract Documents; and as well, other matters of controversy arising between the City and the Design/Build Firm.

ARTICLE 18 – DESIGN/BUILD ARCHITECT/ENGINEER AUTHORITY

18.1 If at any time the Design/Build Architect/Engineer observes or becomes aware of any fault or defect in the Work or of any nonconformance with the Contract Documents, the Design/Build Architect/Engineer will promptly notify the Contract Administrator and the Design/Build Firm in writing and will direct that all reasonable steps be taken to correct such fault, defect, or nonconformance. The Design/Build Architect/Engineer may reject Work that does not in its opinion, or in the opinion of the Contract Administrator, conform to the Contract Documents.

182 The Design/Build Architect/Engineer shall monitor the overall quality, progress and cost of the Work.

183 The Design/Build Architect/Engineer shall not have control over construction means, methods, techniques, sequences or procedures employed by the Design/Build Firm in the performance of the Work, but shall use its best efforts to review and, if unacceptable, disapprove such Work and shall recommend a course of action to the City when the requirements of the Contract Documents are not being met by the Design/Build Firm.

184 The Design/Build Architect/Engineer shall assist the City with on-site review of Work in progress, review of pay requests submitted by the Design/Build Firm, interpreting the intent of the Contract Documents for the proper execution of the Work, and such other assistance as City may request.

185 The Contract Administrator must approve all deviations from the Contract Documents whether they are sought by the Design/Build Architect/Engineer or the Design/Build Firm. The Design/Build Architect/Engineer shall have no authority to order or approve any deviation from the Contract Documents.

ARTICLE 19 - EEO AND COMPLIANCE

19.1 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

19.1.1 No Party to this Contract may discriminate on the basis of race, religion, age, color, sex, gender, national origin, pregnancy, or gender identity and expression in the performance of this Contract. The Design/Build Firm shall include the foregoing or similar language in its contracts with any Subcontractors or suppliers. Failure by Design/Build Firm to comply with the foregoing requirements is a material breach of this Contract, which shall permit City to terminate this Contract or to exercise any other remedy provided under this Contract, or under applicable law, with all such remedies being cumulative.

19.1.2 Design/Build Firm shall affirmatively comply with all 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 addition, the Design/Build Firm shall take affirmative steps to ensure nondiscrimination against disabled persons in employment.

19.1.3 By execution of this Contract, the Design/Build Firm represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, *Florida Statutes*). The City hereby materially relies on such representation in entering into this Contract. An untrue representation of the foregoing shall entitle the City to terminate this Contract and recover from the Design/Build Firm all monies paid by the City under this Contract, and may result in debarment from

the City's competitive procurement activities.

ARTICLE 20 - MISCELLANEOUS

20.1 Standard of Care The standard of care for the design professional services performed by Design/Build Firm and its Sub-Consultants pursuant to this Agreement shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

202 Ownership of Documents All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications, plans and reports prepared or provided by the Design/Build Firm in connection with this Contract shall become the property of the City, whether the Project for which they are made is completed or not, and shall be delivered by the Design/Build Firm to the Contract Administrator within fifteen (15) days after the receipt of the written notice of termination or upon completion of the Project. If applicable, the City may withhold any payments then due to the Design/Build Firm until the Design/Build Firm complies with the provisions of this Section, subject to Article 20.2.1 and Article 20.2.2 herein.

2021 Design/Build Firm hereby grants to the Owner a limited license to use all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications, plans and reports prepared or provided by the Design/Build Firm in connection with this Contract in connection with completing this Project. The foregoing terms are conditioned upon the City's payment to Design/Build Firm, within a reasonable time, of amounts properly due under this Agreement. In the event the Agreement is terminated all such documents, drawings, specifications, plans, that have been partially or wholly completed relative to the same as of the date of termination shall be promptly delivered by Design/Build Firm in hard copy and acceptable electronic format for use by the City or its agents solely for completing, adding or modifying the Project on the condition that all monies properly due under this Agreement to the Design/Build Firm is first paid by the City to the Design/Build Firm.

2022 If the City uses any of the drawings, specifications, and other documents in connection with this project in any other project, the City agrees that it shall do so at its sole risk and without liability or legal exposure to the Design/Build Firm, or anyone working through it. The City further agrees that it shall defend, indemnify and hold harmless the Design/Build Firm from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from such use of all such documents, drawings, specifications, and plans on another project.

203 Retention of Records The Design/Build Firm shall preserve all Records (as defined herein) pertinent to this Contract for the required retention period specified by Florida law or for a minimum period of three (3) years after Final Completion, whichever is longer. 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 records shall be retained until resolution of the audit findings.

Audit Rights Records for all contracts, specifically including unit price, cost-plus, or time and

materials contracts, with or without guaranteed maximum (or not-to-exceed) amounts shall, upon reasonable notice, be open to inspection and subject to audit, scanning, or reproduction during normal business working hours. Such audits may be performed by any City representative or any outside representative engaged by the City for the purpose of examining such records. The City, or its designee, may conduct such audits or inspections throughout the term of this Contract and for a period of three (3) years after Final Completion, or longer if required by law. The City's representatives may (without limitation) conduct verifications such as counting employees at the Construction Site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with the Design/Build Firm employees, field and agency labor, Subcontractors, and vendors.

203.1 The Design/Build Firm's "Records" as referred to herein shall include any and all information, materials and data of every kind and character (hard copy, as well as computer readable data if it can be made available), including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include written policies and procedures; and any other Design/Build Firm records which may have a bearing on matters of interest to the City in connection with the Design/Build Firm's dealings with the City to the extent necessary to adequately permit evaluation and verification of any or all of the following:

- a) Compliance with the Contract Documents
- b) Compliance with the City's code of ethics
- c) Compliance with Contract provisions regarding the pricing of change orders
- d) Accuracy of the Design/Build Firm representations regarding the pricing of invoices
- e) Accuracy of the Design/Build Firm representations related to claims submitted by the Design/Build Firm including subcontractors, or any of its other payees.

The City's authorized representative(s) shall have reasonable access to the Design/Build Firm's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract. The City, or its designees, shall have the right to audit, review, examine, inspect, analyze and make copies of all written, electronic or other form of Records, as described herein, in its original or written form, at a location within Volusia County, during the term of the Contract or its required retention period. The Design/Build Firm agrees to allow the City, or its designees, access to all of its Records, facilities and current or former employees deemed necessary by the City. The City reserves the right to conduct such audit or review at the Design/Build Firm's place of business, if necessary, with seventy-two (72) hours advance notice. The Design/Build Firm agrees to provide adequate and appropriate work space.

Type of Record	File format
Daily Foreman Reports listing names and hours and tasks of personnel who worked on the project	.pdf
Daily Superintendent Reports	.pdf

2032 The Design/Build Firm shall require all payees (examples of payees include Subcontractors, material suppliers, insurance carriers, etc.) to comply with the provisions of this article by including the requirements hereof in a written agreement between the Design/Build Firm and payee.

2033 Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the City's disallowance and recovery of any payment reliant upon such entry.

2034 This Article is deleted.

20.4.6 For the avoidance of doubt, all costs are subject to final audit and adjustment for actual costs unless such costs are included or categorized as a “lump sum amount” or “fixed price” in this Agreement. In relation to the lump sum amount agreed to herein by the City and the Design-Build Firm, the City agrees that it is not entitled to conduct any audit of the Design/Build Firm’s financial records at any time whatsoever, and the City agrees it will not conduct any audit of the Design/Build Firm’s financials in accordance with this Agreement.

204 Public Records: Pursuant to Florida law (including specifically but not limited to Section 119.0701, *Florida Statutes*), the Design/Build Firm must comply with all applicable public records law. Specifically, the Design/Build Firm shall:

- (a) Keep and maintain public records required by City to perform the Work contracted for in this Contract.
- (b) Upon request from the City, the City's designee or the City's custodian of public records, provide the City or designee with a copy of the requested records or allow the records to be inspected or copied, at the City, or designee's, sole option, within a reasonable time at no cost to the City.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Design/Build Firm or keep and maintain public records required by City to perform the Work contracted for in this Contract, at the City's sole option. If the Design/Build Firm transfers all public records to the City upon completion of the Contract, the Design/Build Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Design/Build Firm keeps and maintains public records upon completion of the contract, the Design/Build Firm shall meet all applicable requirements for retaining

public records.

- (e) All public records stored electronically by the Design/Build Firm pertaining to the Work contracted for in this Contract must be provided to the City, upon request from the City, or City's designee or the City's custodian of records, or designee, in a format that is compatible with the information technology systems of the City.

In the event the Design/Build Firm receives a public records request related to this Contract and the Work provided hereunder, the Design/Build Firm shall promptly forward the same to the City for the City's records.

IF DESIGN/BUILD FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE DESIGN/BUILD FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-626-7130, JULIE A. HENNESSY, MMC, CITY CLERK, CITY OF DELAND, CITY HALL, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA 32720, HENNESSY@DELAND.ORG.

205 Public Entity Crime Act Design/Build Firm represents that it is familiar with the requirements and prohibitions of the *Public Entity Crime Act*, Section 287.133, *Florida Statutes*, and represents that its entry into this Contract will not violate that Act. In addition to the foregoing, the Design/Build Firm further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, *Florida Statutes*, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Design/Build Firm has been placed on the convicted vendor list. Notwithstanding any provision in this Contract to the contrary, if any representation stated in this paragraph is false, City shall have the right to immediately terminate this Contract and recover all sums paid to the Design/Build Firm under this Contract.

206 Subconsultants The Design/Build Firm shall utilize the Subconsultants identified in the proposal that were a material part of the selection of the Design/Build Firm to provide the Work for this Project. The Design/Build Firm shall obtain written approval of the Contract Administrator before changing or modifying the list of Subconsultants submitted by the Design/Build Firm.

207 Assignment and Performance Neither this Contract nor any interest herein or proceeds hereof shall be assigned, transferred, or encumbered without the written consent of the other Party and the Design/Build Firm shall not subcontract any portion of the Work required by this Contract except as otherwise authorized in this Contract. The City reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to the City to reasonably compensate it for the performance of any such due diligence.

20.6 Counterparts and Multiple Originals This Contract may be executed in multiple

originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

20.7 Representative of City and the Design/Build Firm The Design/Build Firm represents that each person and entity that will provide Work under this Contract is duly qualified to perform such Work by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will provide the Work. The Design/Build Firm agrees that all Work under this Contract shall be performed in a skillful and respectable manner and that the quality of all such Work shall equal or exceed prevailing industry standards for the provision of such Work.

The Design/Build Firm shall inform the Contract Administrator, by the kick-off meeting for Phase II, in writing, the names and contact information for the Design/Build Firm's representatives to whom matters involving the conduct of the Project shall be addressed.

20.8 Prior Agreements This Contract is the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement or understanding concerning the subject matter of this Contract that is not contained in this Contract or the Contract Documents.

20.9 Amendments No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both Parties with the same formality and of equal dignity herewith.

20.10 Notices For a notice to a Party to be effective under this Contract, such notice must be in writing, sent by overnight courier or certified United States mail, return receipt requested, addressed to the Party for whom it is intended at the place last specified with a contemporaneous copy via e-mail to the addresses listed below; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR THE CITY:

Chad A. Gamble, P.E.
Director of Public Services
City of DeLand
1102 S. Garfield Avenue
DeLand, Florida 32724
386-626-7197
gamblec@deland.org

FOR THE DESIGN/BUILD FIRM:

Kadian Lewis, LLB, CPCU
Contracts Administrator
Wharton-Smith, Inc.

750 Monroe Road
Sanford, FL 32771
407-321-8140
klewis@whartonsmith.com

20.11 Truth-In-Negotiation Certificate The Design/Build Firm's compensation under this Contract is based upon representations supplied to the City by the Design/Build Firm, and the Design/Build Firm certifies that the wage rates, factual unit costs and other factual information supplied to substantiate the Design/Build Firm's compensation are accurate, complete, and current at the time of contracting. The City shall be entitled to recover any damages it incurs to the extent any such representation is untrue.

20.12 Interpretation The language of this Contract has been agreed to by both Parties to express their mutual intent and no rule of strict construction shall be applied against either Party hereto. The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. All personal pronouns used in this Contract shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Contract as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Contract, such reference is to the section or article as a whole, including all the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

20.13 Design/Build Firm's Staff

20.13.1 The Design/Build Firm will provide the key staff identified in their proposal for Project if said key staff are in the Design/Build Firm's employment.

20.13.2 The Design/Build Firm will obtain seven (7) calendar days prior written approval of the Contract Administrator to change key staff. The Design/Build Firm shall provide the Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. The Contract Administrator will be reasonable in evaluating key staff qualifications.

20.13.3 If the Contract Administrator desires to remove any of Design/Build Firm's staff, the Contract Administrator shall first meet with Design/Build Firm and provide reasonable justification for said removal.

20.14 Drug-Free Workplace It is a requirement of the City that it enter into contracts only with firms that certify the establishment of a drug-free work place in a manner required by the City. Execution of this Contract by the Design/Build Firm shall also serve as the Design/Build Firm's required certification that it either has or that it will establish a drug-free work place to the satisfaction of the City.

20.15 Independent Contractor The Design/Build Firm is an independent contractor under this

Contract. Work provided by the Design/Build Firm under this Contract shall be subject to the supervision of the Design/Build Firm. In providing the Work, neither the Design/Build Firm nor its agents shall act as officers, employees, or agents of City. This Contract shall not constitute or make the Parties a partnership or joint venture.

20.16 Third Party Beneficiaries Neither the Design/Build Firm nor the City intends to directly or substantially benefit a third party by this Contract. Therefore, the Parties agree that there are no third-party beneficiaries to this Contract (other than the Design/Build Architect/Engineer to the extent this Contract expressly states any such rights or remedies).

20.17 Conflicts

20.17.1 Neither the Design/Build Firm nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with the Design/Build Firm's loyal and conscientious exercise of judgment related to its performance under this Contract.

20.17.2 None of the Design/Build Firm's officers or employees shall, during the term of this Contract, serve as an expert witness against the City in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the City or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

20.17.3 In the event that the Design/Build Firm is permitted, pursuant to this Contract, to utilize Subcontractors to perform any Work required by this Contract, the Design/Build Firm shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as the Design/Build Firm.

20.18 Contingency Fee The Design/Build Firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Design/Build Firm, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Design/Build Firm, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For a breach or violation of this provision, the City Commission shall have the right to terminate this Contract without liability at its discretion, or to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

20.19 Materiality and Waiver of Breach Each requirement, duty, and obligation set forth in this Contract was bargained for at arm's-length and is agreed to by the Parties. Each requirement,

duty, and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof.

20.20 Compliance with Laws The Design/Build Firm shall comply with all Federal, State and local laws, rules, regulations, codes and ordinances in performing its duties, responsibilities, and obligations related to this Contract.

20.21 Severability If any part of this Contract is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Contract and the balance of this Contract shall remain in full force and effect.

20.22 Joint Preparation This Contract has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

20.23 Priority of Provisions

20.23.1 If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document, attachment or exhibit attached hereto or referenced or incorporated herein, and any provision of Articles 1 through 21, the provisions contained in Articles 1 through 21 shall prevail and be given effect.

20.23.2 In the event of a conflict among the Contract Documents, the more stringent requirement shall control.

20.24 Law, Jurisdiction, Venue and Waiver of Jury Trial This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract and any action involving the enforcement or interpretation of any rights hereunder shall be exclusively in the jurisdiction of the state courts of the Seventh Judicial Circuit in Volusia County, Florida and venue for litigation arising out of this Contract shall be exclusively in such State courts, forsaking any other jurisdiction which either Party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, THE DESIGN/BUILD FIRM AND THE CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THE PROJECT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS CONTRACT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEY'S FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

20.25 Incorporation by Reference Any and all recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits and Attachments are incorporated into and made a part of this Contract.

20.26 Taxes

20.26.1 The Design/Build Firm shall pay all applicable sales, consumer, use and other taxes required by law. The Design/Build Firm is responsible for reviewing the pertinent state statutes involving State taxes and complying with all requirements.

20.26.2 This Article is deleted.

20.27 Payable Interest

20.27.1 Payment of Interest Except as required by the any prompt payment laws, the City shall not be liable for interest for any reason, whether prejudgment interest or for any other purpose, and in furtherance thereof, the Design/Build Firm waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with this Contract.

20.27.2 Rate of Interest In any instances when the prohibition or limitations of Section 20.27.1 are inapplicable or are determined to be invalid or unenforceable, the annual rate of interest payable by the City under this Contract, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, .025 percent (one quarter of one percent) simple interest (uncompounded).

20.28 Representation of Authority Each individual executing this Contract for a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract for such Party and does so with full and legal authority.

SIGNATURE BLOCKS ON FOLLOWING PAGES

DRAFT

IN WITNESS WHEREOF, the Parties hereto have made and executed this Contract: the City of DeLand, through its City Commission, signing by and through its Mayor, authorized to execute same by City Commission action on the _ day of _____, 2022, and the Design/Build Firm, signing by and through its _____, who is duly authorized to execute same.

CITY OF DELAND

Robert F. Apgar
Mayor – Commissioner
Date: _____

ATTEST:

Julie A. Hennessy, MMC
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

WHARTON-SMITH, INC

ATTEST:

Secretary

Typed Name
Date: _____

WHARTON-SMITH, INC.

By: _____
Title: _____

Typed Name

CORPORATE SEAL

EXHIBIT A
SCOPE OF WORK

Design/Build Firm shall conduct the project improvements anticipated as follows: -

- (i) Provision of the electrical service to the new scoreboard, which will be installed by the City;
- (ii) The installation of the new outfield fence and padded wall; and
- (iii) Construction of three (3) new rows of field level seating

as outlined in the Design/Build Firm's Proposal dated May 23, 2022 relating to Phase 1 services only, and which said Proposal is attached hereto and duly incorporated as part of the Agreement.

EXHIBIT B
PROJECT SCHEDULE

Deadline for Substantial Completion of the Work	February 12, 2023
Deadline for Final Completion	February 28, 2023

DRAFT

EXHIBIT C
SALARY COSTS FORM FOR CHANGE ORDERS

Contract No:

Contract Title:

Design-Build Firm Name:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)

Multiplier of _____ is calculated as follows:

SAFE HARBOR CALCULATIONS

COMBINED OVERHEAD AND FRINGE

PROFIT(\$/HR) = (HOURLY RATE+ OVERHEAD+ FRINGE) X

PROFIT%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE) / HOURLY
RATE

Contract No:

Contract Title:

Subconsultant Name:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)

Multiplier of ____ is calculated as follows:

SAFE HARBOR CALCULATIONS

COMBINED OVERHEAD AND FRINGE

PROFIT(\$/HR) = (HOURLY RATE + OVERHEAD + FRINGE) X

PROFIT%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE) / HOURLY
RATE

EXHIBIT D

INSURANCE REQUIREMENTS FORM

The Design/Build Firm, referred to in this Exhibit D as “Contractor”, prior to signing of the contract, and before starting work on any projects, shall be required to submit all certificates of insurance as follows:

- 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.

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.
- vi. 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 as follows:

- Commercial General Liability (CGL) with limits of insurance not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.
- Automobile Liability with limits of at least \$1,000,000 each accident.
- Commercial Umbrella limits must be at least \$1,000,000.

Contractor shall ensure that the City of DeLand 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.

EXHIBIT E
SCHEDULE OF SUBCONSULTANT PARTICIPATION

<u>No.</u>	<u>Subconsultant's Name</u>	<u>Discipline</u>
-------------------	------------------------------------	--------------------------

DRAFT

EXHIBIT F
PRICING COMPONENTS/SCHEDULE OF VALUES

DRAFT

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

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:

Signature

(Print Name)

Signature

SURETY:

By _____
Agent and Attorney-in-Fact

(Print/Type Name)

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

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

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)

(City/State/Zip Code) |

(Print Name)

Telephone No.:

DRAFT

CERTIFICATE AS TO CORPORATE PRINCIPAL FORM

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and Payment Bonds; that _____, who signed the Bond(s) on behalf of the Principal, was then _____ of said corporation; that I know his/her signature; that his/her signature thereto is genuine; and that said Bond(s) was (were) duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

_____(Seal) as Secretary of

(Name of Corporation)

(SEAL)

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)

My commission expires:

CERTIFICATE AND AFFIDAVIT FOR BONDS \$500,000.00 OR LESS FORM

TO: THE CITY OF DELAND
RE: BID NUMBER: _____

BIDDER: _____

Name: _____

Address: _____

Phone: _____

AMOUNT OF BOND: _____

SURETY BOND COMPANY:

Name: _____

Address: _____

Phone: _____

This is to certify that, in accordance with Section 287.0935, *Florida Statutes*, the insurer named above:

- (1) Is licensed to do business in the State of Florida;
- (2) Holds a certificate of authority authorizing it to write surety bonds in the State of Florida;
- (3) Has twice the minimum surplus and capital required by the *Florida Insurance Code*;
- (4) Is otherwise in compliance with the provisions of the *Florida Insurance Code*; and
- (5) Currently holds a valid certificate of authority issued by the United States Department of Treasury under 31 *United States Code* §§ 9304-9308.

(Date Signed) Agent and Attorney-in-Fact

(continued) on next page)

AFFIDAVIT

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)

My commission expires:

**UNCONDITIONAL LETTER OF CREDIT
(PERFORMANCE AND PAYMENT GUARANTY) FORM**

UNCONDITIONAL LETTER OF CREDIT

Date of Issue _____

Issuing Bank's No. _____

Beneficiary: Applicant: _____
The City of DeLand,
City Manager
120 South Florida Avenue
DeLand, Florida 32720

Amount: _____
(in United States Funds)

Expiry: _____
(Date)

Bid/Contract Number _____

We hereby authorize you to draw on (Bank, Issuer Name) at (Branch Address) by order of and for the account of (Design-Build Firm, Applicant, Customer) up to an aggregate amount, in United States Funds, of \$(Dollar Amount) available by your drafts at sight, accompanied by: A signed statement from the City Manager of the City of DeLand, or the City Manager's authorized representative that the drawing is due to default in performance of certain obligations on the part of (Design-Build Firm, Applicant, Customer) agreed upon by and between the City of DeLand and (Design-Build Firm, Applicant, Customer) pursuant to the Bid/Contract No. for (Name of Project) and Section 255.05, *Florida Statutes*. Drafts must be drawn and negotiated not later than (expiration date). Drafts must bear the clause: "Drawn under Letter of Credit No. (number), of (Bank Name) dated _____."

This Letter of Credit shall be renewed for successive periods of one (1) year each unless we provide the City of DeLand Administrator with written notice of our intent to terminate the credit herein extended, which notice must be provided at least thirty (30) days prior to the expiration date of the original term hereof or any renewed one (1) year term. Notification to The City of DeLand that this Letter of Credit will expire prior to performance of Design-Build Firm's obligations will be deemed a default.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified or amplified by reference to any documents, instrument, or agreement referred to herein or in which this Letter of Credit is referred to or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this Letter of Credit that such drafts will be duly honored upon presentation to the drawee.

Obligations under this Letter of Credit shall be released one (1) year after the final completion of the Project by the _____ (Design-Build Firm, Applicant, Customer).

This Credit is subject to the “Uniform Customs and Practice for Documentary Credits,” International Chamber of Commerce (2007 revision), Publication No. 600 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

Authorized Signature

DRAFT

Contract No.	
Project Title	

1. Design-Build Firm has paid all Subcontractors all undisputed contract obligations for labor, services, or materials provided on this Project within the time period set forth in Sections 218.73 and 218.735, *Florida Statutes*, as applicable.

Subcontractor Name and Address			Date of Disputed Invoice	Amount in Dispute		

STATE OF _____)
) SS.
COUNTY OF _____)

My commission expires:

CERTIFICATE OF SUBSTANTIAL COMPLETION FORM

Contract No. _____
Project (Name and Address): _____
To (City): _____
Consultant: _____
Design-Build Firm: _____
Notice to Proceed Date: _____
Consultant: _____
Date of Issuance: _____

Project or Designated Portion Shall Include:

The Work performed under this Contract has been reviewed and found to be substantially complete and all documents required to be submitted by Design-Build Firm under the Contract Documents have been received and accepted.

The date of Substantial Completion of the Project or portion thereof designated above is recommended as: _____

Unless otherwise defined in the contract, the definition of date of Substantial Completion is that date, as certified in writing by Consultant and as finally determined by Contract Administrator in its sole discretion, on which the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents, such that all conditions of permits and regulatory agencies have been satisfied and the City or its designee can enjoy use or occupancy and can use or operate the Project in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy or other alternate municipal/county authorization for limited or conditional occupancy acceptable to the Contract Administrator) must be issued for Substantial Completion to be achieved; however, the issuance of a Certificate of Occupancy or the date thereof does not constitute Substantial Completion.

A list of items to be completed or corrected that has been prepared by Consultant and approved by City is attached hereto. The failure to include any items on such list does not alter the responsibility of Design-Build Firm to complete all work in accordance with the Contract Documents.

Consultant By Date

In accordance with the terms of the Contract, Design-Build Firm will complete or correct the work on the list of items attached hereto within _____ from the above date of Substantial Completion.

City, through the Contract Administrator, has determined the Work or portion thereof designated by City is substantially complete and will assume full possession thereof at (time) on (date) .

The responsibilities of City and Design-Build Firm for security, maintenance, heat, utilities, damage to the work and insurance shall be as follows: _____

FINAL CERTIFICATE OF PAYMENT FORM

Contract No.

Project (Name and Address):

To (City):

Consultant:

Design-Build Firm:

Notice to Proceed Date:

Consultant:

Date of Issuance:

All conditions or requirements of any permits or regulatory agencies have been satisfied. The documents required pursuant to the terms and conditions of the Contract, and the final bill of materials, if required, have been received and accepted. The Work required by the Contract Documents has been reviewed and the undersigned certifies that the Work, including minor corrective work, has been completed in accordance with the provision of the Contract Documents and is accepted under the terms and conditions thereof.

Consultant By Date

City, through its Contract Administrator, accepts the Work as fully complete and will assume full possession thereof at _____ on _____.
(time) (date)

THE CITY OF DELAND: _____

By Contract Administrator Date _____

FINAL RECEIPT FORM

[The following form will be used to show receipt of final payment for this Contract.]

FINAL RECEIPT FOR CONTRACT NO. _____

Received this _____ day of _____, 20____, from the City of DeLand, the sum of _____ Dollars (\$_____) as full and final payment to Design-Build Firm for all Work and materials for the Project described as:

This sum includes full and final payment for all extra Work and material and all incidentals.

Design-Build Firm hereby indemnifies and releases the City of DeLand from all liens and claims whatsoever arising out of the Contract and/or Project.

Design-Build Firm hereby certifies that all persons doing Work upon or furnishing materials or supplies for the Project have been paid in full. In lieu of this certification regarding payment for Work, materials and supplies, Design-Build Firm may submit a consent of surety to final payment in a form satisfactory to City.

Design-Build Firm further certifies that all taxes imposed by Chapter 212, *Florida Statutes (Sales and Use Tax Act)*, as amended, have been paid and discharged.

[IF INCORPORATED SIGN BELOW.]

DESIGN-BUILD FIRM

ATTEST:

DESIGN-BUILD FIRM NAME

Corporate Secretary or other
person authorized to attest

By: _____
Authorized Signor

(CORPORATE SEAL OR NOTARY)

Print Name and Title

_____ day of _____, 20____

CITY OF DELAND
Request for Downtown Community Redevelopment Agency Action
June 6, 2022

SUBJECT: Request to Schedule Budget Workshops for FY 2023 for July 11 - 14, 2022 at 5:30 p.m., with Friday, July 15, 2022 Held as a Reserve date.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS:

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

SUMMARY/HIGHLIGHT:

Staff is requesting that the City Commission formally schedule the Budget Workshops for FY 2023 for July 11 - 14, 2022 at 5:30 p.m., with Friday, July 15, 2022 held as a reserve date, if needed.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None

RECOMMENDATION:

Staff recommends the City Commission formally schedule the Budget Workshops for FY 2023 for July 11 - 14, 2022 at 5:30 p.m., with Friday, July 15, 2022 held as a reserve date, if needed.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
June 6, 2022

SUBJECT: Consideration re Change of Meeting Date for Fourth of July Holiday.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, June 2, 2022

SUMMARY/HIGHLIGHT:

Section 2-3 of the Code of Ordinances grants the City Commission the authority, within the ninety (90) days immediately preceding, to reschedule regular meetings which fall on a legal holiday, or fall within one (1) week of a legal holiday. The first regular City Commission meeting in July is scheduled for Monday, July 4, 2022, which is the actual holiday. Staff is requesting that the City Commission discuss and reschedule the July 4th meeting ***to Tuesday, July 5, 2022.***

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None.

RECOMMENDATION:

It is recommended that the City Commission reschedule the July 4th meeting ***to Tuesday, July 5, 2022.***

BACKGROUND/DISCUSSION:

N/A