



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
JULY 5, 2022 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Diana Dixon, Central Florida Freethought Community

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Employee Years of Service Awards.

CONSENT AGENDA

1. Resolution re Surplus Equipment.

It is recommended that the City Commission adopt the resolution declaring the equipment surplus and authorizing its disposal as set forth therein.

2. Consideration re Grant of Easement to Duke Energy, East Hangar Complex.

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

3. Consideration re Agreement with New Hope Animal Shelter.

It is recommended the City Commission approve the Agreement for Services between West Volusia Humane Society, Inc., DBA New Hope Animal Shelter, and the City of DeLand.

4. Resolution Approving Fingerprinting Services Provided by the City of DeLand Police Department; Fees and Charges.

Resolution providing for fingerprinting services provided by City Police Department and fees and charges.

5. Consideration re MOU with Pinellas County Sheriff's Office for Florida's Facial Recognition Network.

It is recommended that the City Commission approve the Memorandum of Understanding between Bob Gualtieri, Sheriff of Pinellas County, and the DeLand Police Department.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

BOARD APPOINTMENT

1. Consideration re Appointments to Tree Advisory Committee.

Request to make appointments/reappointments to the Tree Advisory Committee.

NEW BUSINESS

1. Resolution Approving the Demolition at 389 West Taylor Road.

It is recommended that the City Commission approve the demolition request.

2. Consideration re Recommend Top Ranked Contractor for Solid Waste and Recycle Collection Services.

Staff recommends that the City Commission approve the Selection Committee's top ranked recommendation of GFL for the Solid Waste and Recycle Collection service.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY COMMISSION

ADJOURNMENT

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

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

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

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

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

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

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

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

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

CITY OF DELAND
Request for Commission Action
July 5, 2022

SUBJECT: Employee Years of Service Awards.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS:

APPROVED BY: Michael Grebosz, Asst. City Manager, June 29, 2022

SUMMARY/HIGHLIGHT:

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

20 Years of Service
Latisha Pasley, Police Department

10 Years of Service
Edward Zamora, Utilities Department

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended the City Commission present the service awards

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
July 5, 2022

SUBJECT: Resolution re Surplus Equipment.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS: Resolution, Exhibit A, Department Head Memo, Department Head Memo

APPROVED BY: Michael Grebosz, Asst. City Manager, June 29, 2022

SUMMARY/HIGHLIGHT:

The proposed Resolution declares certain equipment as surplus and authorizes the City Manager to dispose of same. Staff has indicated that the property is either obsolete and the continued use of it is uneconomical or inefficient; that it serves no useful function; and/or that it is irreparable.

Staff contacted The Boys and Girls Club, Top Christian Life Center, and The House Next Door offering donations to anyone who would like computer equipment.

The House Next Door is located at 803 North Woodland Blvd. DeLand, FL 32720 and stated that they would like to take various pieces of equipment.

Tomoka Corrections Institute has been contacted and they are not interested in any of the surplus equipment.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The proceeds from the sale of surplus equipment are included as revenue in the budget.

RECOMMENDATION:

It is recommended that the City Commission adopt the resolution declaring the equipment surplus and authorizing its disposal as set forth therein.

BACKGROUND/DISCUSSION:

N/A

RESOLUTION 2022 –

A RESOLUTION BY THE CITY OF DELAND; FLORIDA, DECLARING CERTAIN PROPERTY SURPLUS; AUTHORIZING DISPOSAL OF THE PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the disposal of tangible surplus property is authorized by Section 274.06, Florida Statutes; and

WHEREAS, the City Commission hereby finds that the below property is either: obsolete and the continued use of it is uneconomical or inefficient; that it serves no useful function; and/or that it is irreparable; and

WHEREAS, the City Commission hereby finds that it is in the best interests of the City to dispose of said surplus property;

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

Section 1. The following described property is hereby declared surplus, and the City Manager is hereby authorized to dispose of the surplus property in a manner provided by law and to remove the surplus property from the City's fixed assets:

<u>PUBLIC WORKS</u>	<u>VEHICLE #</u>	<u>MAKE/MODEL</u>	<u>VIN/SERIAL NO.</u>
<u>DEPT/ASSET NO.</u>	<u>CITY WORKS ID</u>		
143-N/A	143WE002 & 143-WE	STIHL FS90R	504334574
143-5148	1430018 & 143-GTR-001	John Deer Gator	MOHP4GX050959
450-5037	PPO4 & 450-PP-04	Thompson CD150M	0539445//90
209-5404	15 & 2090015	2011 Chevrolet Volt	1G1RD6E42BU101524
132-N/A	TL007 & 132-TL-007	N/A N/A	EN1607AOK232401
450-4912	TR1 & 450TR-1	New Holland T5110	166193B
148-5504	MOW004 & 148MOW004	John Deer Z930M	1TC930MCJDT013678
133-N/A	CH012 & 133CH012	STILH MS460	N/A
133-N/A	CH49 & 133CH49	STILH MS461-25	181612438
143-4594	TRA002 & 143TRA002	John Deer 400 Off Road	LV4400S245228
143-5154	MOWZ & 148-ZMOW001	John Deer ZTR	TC07577B060588
143-N/A	143SHB300 & 147-HHB-001	STIHL 27CC/412CFM	518452421
143-N/A	143CE127 & 143CEG127	Walk Behind Ez Roll	N/A
143-N/A	143CPW3 & 148PW001	Honda E Series	15-21609
143-N/A	143CW160 & 148WW001	STIHL FS90R	291955088
143-N/A	147B106 & 143-BBL-HT-004	STIHL BR350	51105069
143-N/A	147ST142 & 143-HT-002	STIHL 27CC	811054484
143-5155	143MOWX & 143-MOW-X	John Deer JD 60" ZTR Mower	TC0757B060582
133-5232	MOW2 & 133-MOW-2	Kubota Z0331	11544/CR2644

INFORMATION SERVICES- [SEE ATTACHED EXHIBIT A]

- The computer equipment in Exhibit A will be donated to the following nonprofit organization: The House Next Door, 803 North Woodland Blvd. DeLand, FL 32720.

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

PASSED AND ADOPTED this 5th day of July, 2022.

ATTEST:

Robert F. Apgar
Mayor-Commissioner

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

"EXHIBIT A"

Make	Model	Description	Serial #	City Tag
Samsung	SM-T580	Tablets	R52J409KC4Z	
Samsung	SM-T580	Tablets	R52J30TV5QE	
Dell	7050 - OptiPlex	Tower	17GKWJ2	
Dell	7050 - OptiPlex	Tower	6JGKWJ2	
Dell	7440 - AIO	Desktop	1WPFB02	
Dell	7440 - AIO	Desktop	1XPFB02	
Dell	7440 - AIO	Desktop	61DBXG2	
Dell	7440 - AIO	Desktop	DWPFB02	
Dell	7440 - AIO	Desktop	61NBXG2	
Dell	7440 - AIO	Desktop	HVPFB02	
Dell	7440 - AIO	Desktop	3VPFB02	
Dell	7440 - AIO	Desktop	61MJXG2	
Dell	7440 - AIO	Desktop	BRPFB02	
Dell	7440 - AIO	Desktop	61BHXG2	
Dell	7440 - AIO	Desktop	61GHXG2	
Dell	7440 - AIO	Desktop	61HHXG2	
Dell	7440 - AIO	Desktop	8SPFB02	
Dell	7440 - AIO	Desktop	61NHXG2	
Dell	7440 - AIO	Desktop	3XPFB02	
Dell	7440 - AIO	Desktop	61JHXG2	
Dell	7440 - AIO	Desktop	4WPFB02	
Dell	7440 - AIO	Desktop	BVPFB02	
Dell	7440 - AIO	Desktop	61HJXG2	
Dell	7440 - AIO	Desktop	2VPFB02	
Dell	7450 - AIO	Desktop	8NHXBM2	
Dell	7450 - AIO	Desktop	8NFTBM2	
Dell	7450 - AIO	Desktop	8NGVBM2	
Dell	7450 - AIO	Desktop	8NH0CM2	
Dell	7450 - AIO	Desktop	8NLVBM2	
Dell	7450 - AIO	Desktop	8NK0CM2	
Dell	7450 - AIO	Desktop	8NKVBM2	
Dell	7450 - AIO	Desktop	8NGYBM2	
Dell	7450 - AIO	Desktop	8NJOCM2	
Dell	7450 - AIO	Desktop	8NLWBM2	
Dell	7450 - AIO	Desktop	8NJTBM2	
Dell	7450 - AIO	Desktop	8NFYBM2	
Dell	7450 - AIO	Desktop	8NHZBM2	
Dell	7450 - AIO	Desktop	8NFWBM2	
Dell	7450 - AIO	Desktop	8NLYBM2	
Dell	7450 - AIO	Desktop	8NJVBM2	
Dell	7450 - AIO	Desktop	8NL0CM2	
Dell	7450 - AIO	Desktop	N/A	
Dell	5040 - Optiplex	Tower	8NPFXD2	
Dell	T02H - Tablet	Tablet	H640SF2	
Dell	9030 - AIO	Desktop	J3H4182	

Latitude	E5450	Laptop	2XY2R52	
Latitude	E5450	Laptop	CYY2R52	
Latitude	E5450	Laptop	F0R2R52	
Latitude	E5450	Laptop	90Z2R52	
Latitude	E5450	Laptop	88Z2R52	
Latitude	E6540	Laptop	29L5Q12	
DELL		Monitors	quantity: 8	
ExacqVision		Servers	quantity: 6	
Fortinet	400D	Firewall	FGT4HD3915801379	
Fortinet	400D	Firewall	FGT4HD3915800431	
Ascend	P130-UBRI-FT1			3972
Command Corp	Media Matrix NION n6			5654
Qquest	Electronic Time card system			5040
HP	5800-2 4G SFP	Switches		5486
HP	5800-2 4G SFP	Switches		5492
		Misc Accessories	quantity 5 boxes	

Information Services Memorandum

May 19, 2022

TO: Julie Hennessy, City Clerk

FROM: Greg Whidden, IT Director

SUBJECT: Surplus Equipment

Please have the attached list of equipment declared surplus with disposal at the City Manager's discretion. The equipment has been upgraded in accordance with our IT equipment rotation program.

We have called and offered this equipment to three non-profit organizations and their contact information is as follows:

Boys & Girls Club
462 Green Street
DeLand FL 32720
Althea Chavers
386-837-2910

TOP Christian Life Center
Pastor Henry James
332 Thompson Street
DeLand FL 32720
386-279-6445

The House Next Door
803 North Woodland Blvd
Deland, FL 32720
386-734-7571

Thank you.



City of DeLand
Public Works

Memorandum

Date: March 24, 2022

To: Julia Hewitt, City Clerk

From: Ray Underwood, Public Works Director

RE: Surplus Vehicles/Equipment

Listed below are vehicles/equipment that I to surplus.

DEPT&ASSET	VEHICLE# & CITY WORKS ID	MAKE	MODEL	VIN/SERIAL #
143-N/A	143WE002 & 143-WE-002	STIHL	FS90R	504334574
143-5148	1430018 & 143-GTR-001	JOHN DEER	GATOR	MOHP4GX050959
450-5037	PPO4 & 450-PP-04	THOMPSON	CD150M	0539445/90
209-5404	15 & 2090015	CHEVY	VOLT	1G1RD6E4XBU100524
132- N/A	TL007 & 132-TL-007	N/A	N/A	EN1607AOK232401
450-4912	TR1 & 450TR-1	NEW HOLLAND	T5110	166193B
148-5504	MOW004 & 148MOW004	JOHN DEER	Z930M	1TC930MCJDT013678
133-N/A	CH012 & 133CH012	STILH	MS 460	N/A
133-N/A	CH49 & 133CH49	STILH	MS461-25	181612438
143-4594	TRA002 & 143TRA002	JOHN DEER	4400 OFF ROAD	LV4400S245228
143-5154	MOWZ & 148-ZMOW001	JOHN DEER	ZTR	TC07577B060588
143- N/A	143SHB300 & 147-HHB- 001	STIHL	27CC/412CFM	518452421
143-N/A	143CE127 & 143CEG127	WALK BEHIND EDGER	EZ ROLL	N/A
143-N/A	143CPW3 & 148PW001	HONDA	E SERIES	15-21609
143-N/A	143CW160 & 148WW001	STIHL	FS90R	291955088
143-N/A	147B106 & 143-BBL-004	STIHL	BR350	51105069
143-N/A	147ST142 & 143-HT-002	STIHL	27CC	811054484
143-5155	143MOWX & 143-MOW-X	JOHN DEER	JD 60" ZTR MOWER	TC0757B060582

Per the recommendation of Brian Glenn, Fleet Superintendent, this vehicles/equipment have outlived their usefulness, and were not offered to outside departments. Please proceed with surplus with the above listed items.

Please contact me if you should have any questions.

RU/SW

cc: Ruth Victor

Johnathan Bonanza

CITY OF DELAND
Request for Commission Action
July 5, 2022

SUBJECT: Consideration re Grant of Easement to Duke Energy, East Hangar Complex.

DEPARTMENT: Airport

PREPARED BY: John Eiff, Airport Manager

ATTACHMENTS: Duke Energy Easement, Exhibit A - Legal Description (3)

APPROVED BY: Michael Grebosz, Asst. City Manager, June 29, 2022

SUMMARY/HIGHLIGHT:

In order to continue the development of the East Hanger Complex, Duke Energy needs to install new service to the new hangar area and relocate some existing service to accommodate upgrades to our infrastructure. This project is well underway and is expected to be completed in 2023. The attached easements, if approved, will allow Duke Energy to relocate one above ground transformer to the staked location next to the T-hangar and convert two pedestal mounts to flush mounts. Duke Energy will not supply power without these easements.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

Energy efficient buildings and infrastructure

FISCAL IMPACT:

Granting an easement to Duke Energy has no fiscal impact; however, the City will incur costs to Duke Energy to aid construction. Funds are available in the existing budget of the East Hangar Complex project to cover this cost.

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

Duke Energy will not install power to construction sites without an easement. However, until the lines are installed, it is difficult to define precisely where the power line easements will need to be. The City granted Duke a "blanket easement" over the entirety of the site in order to obtain power to the site. After the power lines are installed, the City will obtain a survey of the exact location of the service lines and prepare a legal description for an easement that is five feet on either side of the underground power lines. The easement is 10 feet in width and does not adversely impact the City's use of subject property.

Prepared by: Duke Energy Florida, LLC
Return to: Duke Energy Florida, LLC
Attn: Land Services
2166 Palmetto St.
Mail Code: CW ENG
Clearwater, FL 33765

Parcel # 603400000201; 603500000202;
603500000205; 603400000206;
602601000080

EASEMENT

State of Florida

County of Volusia

THIS EASEMENT ("**Easement**") is made this ____ day of _____, 20____, from **CITY OF DELAND**, a body corporate and politic organized under the laws of the State of Florida, ("**Grantor**", whether one or more), to **DUKE ENERGY FLORIDA, LLC**, a Florida limited liability company, Post Office Box 14042, St. Petersburg, FL 33733 ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**").

Grantor is the owner of that certain property described in "Exhibit A" attached hereto and incorporated herein by reference. ("**Property**").

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land ten feet (10') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, (hereinafter referred to as the "**Easement Area**").

For Grantee's Internal Use:
Work Order #: 44817597

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. Grantee may increase or decrease the voltage and change the quantity and types of Facilities.
9. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and neighboring lands. Portions of the Facilities may be installed immediately and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations at the widths defined in this Easement.
10. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20____.

Witnesses:

CITY OF DELAND

a body corporate and politic organized under the laws of the State of Florida

(Witness #1)

Printed Name _____

Robert F. Apgar, Mayor

(Witness #2)

Printed Name _____

Grantor(s) Mailing Address:

PO Box 1944

DeLand, FL 32724

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____ by Robert F. Apgar, Mayor, on behalf of the CITY OF DELAND a body corporate and politic organized under the laws of the State of. He/she is personally known to me or has produced _____ as identification.



Notary Public: _____

Printed/Typed Name: _____

Commission Expires: _____

This instrument prepared by Manny R. Vilaret, Esquire, 10901 Danka Circle Suite C, St. Petersburg, FL 33716.

EXHIBIT "A"

603400000201

Sections 34 and 35 Township 30 Range 16, leasehold interest to irregular parcel lying East of Runway 26 measuring 180 feet on East line of taxiway and 248.07 feet on South line Old Daytona Rd. extension, AKA Parcel 1 Old NDB Hangar area AKA A-203.

603500000202

Section 35 Township 30 Range 16, irregular parcel being East 225 feet of West 473.07 feet as measured from the East line of taxiway on South line of Old Daytona Road extension and measuring 233.89 feet on the West line and 250 feet on the East line, AKA Parcel 2 Old NDB Hangar Area.

603500000205

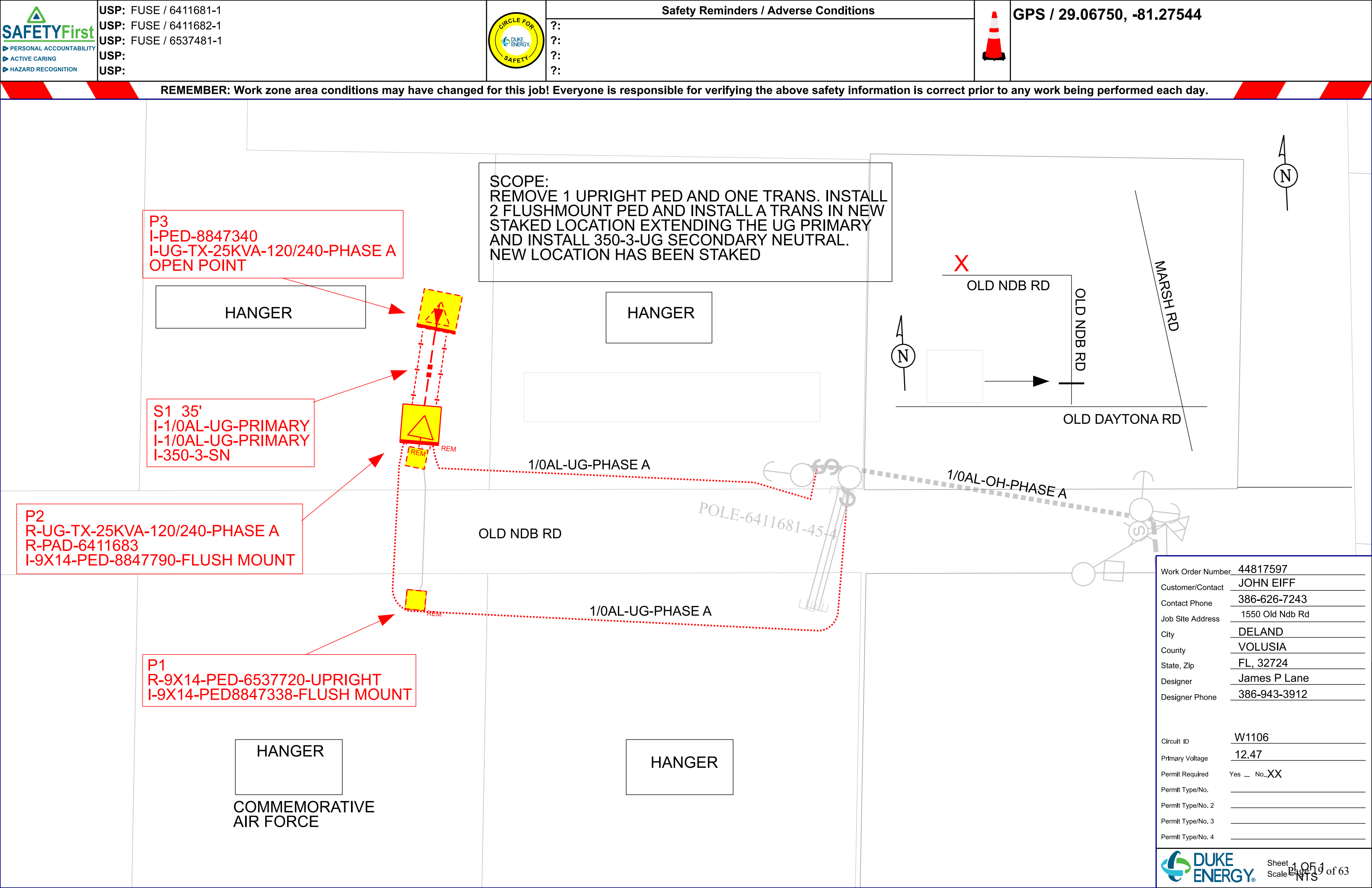
Section 35 Township 30 Range 16, irregular parcel on North line of Old Daytona Road extension being East 225 feet of West 479.84 feet as measured from the East line of taxiway and measuring 200 feet on the East line and 230 feet on the West line, AKA Parcel 5 Old NDB Hangar Area.

603400000206

Sections 34 and 35 Township 30 Range 16, irregular parcel measuring 156.89 feet and 88.32 feet on East line of taxiway and measuring 216.05 feet on North line of Old Daytona Rd. Extension, AKA Parcel 6 Old NDB Hangar area.

602601000080

Lots 2, 3, 6 to 10 inclusive, 17 to 24 inclusive, 27 to 32 inclusive, 36 to 38 inclusive, and 35, 39, and 44 Northwest of new highway, Blue Lake Celery Company subdivision. Excluding part deed to Florida Military School per O. R. Book 913, Page 473. Excluding irregular parcel lying East of and adjacent to Parcel B, Deland Municipal Airport, at Map Book 27, Page 284, measuring 482.05 feet on South line and measuring 313 feet on North line and measuring 298.79 feet on West line. Excluding leased parcels.



REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

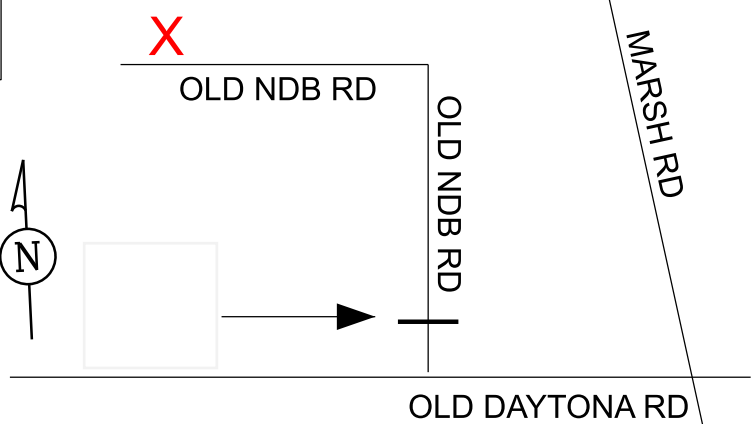
P3
I-PED-8847340
I-UG-TX-25KVA-120/240-PHASE A
OPEN POINT

S1 35'
I-1/0AL-UG-PRIMARY
I-1/0AL-UG-PRIMARY
I-350-3-SN

P2
R-UG-TX-25KVA-120/240-PHASE A
R-PAD-6411683
I-9X14-PED-8847790-FLUSH MOUNT

P1
R-9X14-PED-6537720-UPRIGHT
I-9X14-PED8847338-FLUSH MOUNT

SCOPE:
REMOVE 1 UPRIGHT PED AND ONE TRANS. INSTALL
2 FLUSHMOUNT PED AND INSTALL A TRANS IN NEW
STAKED LOCATION EXTENDING THE UG PRIMARY
AND INSTALL 350-3-UG SECONDARY NEUTRAL.
NEW LOCATION HAS BEEN STAKED



Work Order Number	44817597
Customer/Contact	JOHN EIFF
Contact Phone	386-626-7243
Job Site Address	1550 Old Ndb Rd
City	DELAND
County	VOLUSIA
State, Zip	FL, 32724
Designer	James P Lane
Designer Phone	386-943-3912
Circuit ID	W1106
Primary Voltage	12.47
Permit Required	Yes _ No_XX
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	

CITY OF DELAND
Request for Commission Action
July 5, 2022

SUBJECT: Consideration re Agreement with New Hope Animal Shelter.

DEPARTMENT: Police

PREPARED BY: Jason Umberger, Police Chief

ATTACHMENTS: New Hope Animal Shelter

APPROVED BY: Michael Grebosz, Asst. City Manager, June 29, 2022

SUMMARY/HIGHLIGHT:

The City of DeLand has been operating the Second Chance Facility since July of 2009. The facility temporarily houses cats and dogs that have been collected by the City's animal control officers during the course of his/her duties. The facility allows the opportunity for the animals to be adopted through various rescue groups with which the City has partnered.

It is imperative that the City has a place to take animals in the instances when the Second Chance Facility is full, when the stray animals are not adopted, if the stray animals are considered aggressive, or ones that are in need of immediate medical care. In addition, the City permits residents to surrender domesticated animals to the shelter at the City's expense. Toward that end, the City desires to contract with West Volusia Humane Society, Inc. DBA New Hope Animal Shelter again this year. Contracting with New Hope Animal Shelter and Southeast Humane Society will provide the City with two no-kill shelter options in the event our shelter reaches full capacity.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government and Maintaining a Safe Community.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The funds for this service are included in the Police Department's annual budget. Section 3 (b) of the agreement itemizes New Hope Animal Shelter's fees.

RECOMMENDATION:

It is recommended the City Commission approve the Agreement for Services between West Volusia Humane Society, Inc. DBA New Hope Animal Shelter and The City of DeLand.

BACKGROUND/DISCUSSION:

N/A

AGREEMENT FOR SERVICES BETWEEN
West Volusia Humane Society
DBA
New Hope Animal Shelter
And
The City of DeLand

This Services Agreement (“agreement”) is hereby entered into by and between the West Volusia Humane Society INC., D.B.A. **New Hope Animal Shelter**, a Florida nonprofit corporation. With its principal address at 800 Humane Society Rd. DeLand, FL 32720 (Humane Society”), and the city of DeLand, a Florida municipal corporation, with a mailing address of 120 S. Florida Avenue, DeLand 32720.

WHEREAS, in order to enforce the ordinance of the City of DeLand and the laws of the State of Florida with respect to stray animals, the City of DeLand desires to deliver stray animals to the Humane Society for the humane impoundment and humane disposition of said animals: and

WHEREAS, the Humane Society is organized for the purpose, among others, of preventing cruelty to animals and is interested in assuring that impounded animals are sheltered in a humane manner.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and provisions herein contained, it is expressly agreed and understood as follows:

1. **TERM:** This agreement will take effect on the 1st day of October 2022, and will remain in full force and effect for a twelve (12) period ending on midnight September 30, 2023.

2. **ANIMAL SHELTER:**

(a) The Humane Society will maintain and operate an animal shelter (“Shelter”) in a manner adequate for the confinement, and, if necessary, disposal of stray dogs, cats, or other animals, which may be delivered to the Humane Society from all areas within the City of DeLand, and the Humane Society will furnish, at its sole expense, all supervision, labor, animal food, tools, supplies and other things necessary for the satisfactory performance of the services herein to be provided. The Shelter will be operating at 800 Humane Society Rd., DeLand, FL.

(b) The Humane Society will provide means to accept stray dogs, cats, and other domesticated

animals delivered to the Shelter by the City of DeLand Animal Control Officers, or other designated officers appointed by the City of DeLand for this purpose. Contacts will be made with the Humane Society to verify that they are able to handle or have room for the animals that are to be impounded. Only friendly stray dogs and cats will be taken to the Humane Society unless otherwise agreed by both parties. The Humane Society will accept wild animals, and livestock only if it has the ability and facilities to impound and control these animals, and the decision to accept or reject such animals will be solely within the discretion of the Humane Society. The Humane Society will require all persons who drop off or report stray animals to the Shelter during the Shelter's normal operating hours to give their names and current home and postal address and identify the place where the animals involved were located or picked up.

- (c) When the City of DeLand delivers an animal to the Shelter for impoundment and such animals bears information indicating ownership of the animal, the Humane Society, within one (1) working day after receipt of such animal, will use its best efforts to notify the owner thereof and inform the owner of the procedure whereby the owner can recover the animal. Regardless of the forgoing, any animal suspected of rabies, shall not be released to its owner until after said animal has been impounded for a ten (10) day period and the Volusia County Health Department, through its authorized representatives, has expressly approved, in the writing, any such release. When a stray dog or cat is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any persons to rabies, the Humane Society will impound the animal at the expense of the City of DeLand for a period of three (3) calendar days. If the owner has not retrieved the animal within such three (3) day period, the Humane Society will thereafter provide for the adoption or the humane disposal of the animal in accordance with its routine methods and procedures.

3. BILLING AND PAYMENT:

- (a) The Humane Society shall bill the City of DeLand pursuant to paragraph 3(b), as applicable, for:
 - (1) Each dog or cat, domesticated animal, livestock animal, delivered to the Shelter by the City of DeLand Animal Control Officers.
 - (b) In consideration of the agreements and undertaking to be performed by the Humane Society, the City of DeLand agrees to pay the following applicable fee(s) per animal to the Humane Society on a monthly basis, in arrears:

TYPE OF ANIMAL CAT OR DOG	FEE
1 ST Day of Impoundment	\$55.00
2 ND Day of Impoundment	\$20.00
3 rd Day of Impoundment	\$20.00
Owner Surrender Dogs And Cats	\$75.00
Other Domestic Animals	\$50.00
Livestock Animals	\$100.00
Owner Surrender Dog Or Cat Requesting Euthanasia And Disposal City Requesting Animals	\$99.00
To be Euthanized Disposal D.O.A.	\$75.00 \$50.00

- (c) Payment must be made to the Humane Society within forty-five days (45) of the date of a proper invoice, as required by the Florida Local Government Prompt Payment Act (Part VII, Chapter 218, Florida Statutes) (the "Prompt Payment Act"). As provided by the Prompt Payment Act, any payment that is not made by the City of DeLand within such time period shall bear interest from the thirty (30) days after the due date at a rate of one percent 1% per month on the unpaid balance until paid in full. If the City of DeLand has a dispute about a charge on its invoice, must contact the Humane Society's Director of Administrative Services at 386-561-4710, within fifteen (15) days of the date the invoice is received by the City of DeLand.
- (d) The Humane Society will submit to the City of DeLand, with its monthly invoice, a list of all pick up addresses of stray animals charge to the City of DeLand account for the animals that were not impounded by a City of DeLand Animal Control Officer, the names and addresses of all persons claiming any stray animals that are dropped of the shelter during normal operating hours, and, if known, the names and addresses of all persons claiming stray animals that are dropped off at the Shelter after-hours.

Operating hours, and, if known, the names and addresses of all persons claiming stray animals that are dropped off at the shelter after-hours.

- (e) In event an owner pays any fees or charges to reclaim its animal, The City of DeLand shall not be billed any such fees or charges.
4. **REMEDY IN THE EVENT OF BREACH:** In the event that the City of DeLand fails to make timely payment to the Humane Society for services rendered pursuant to this agreement, the Humane Society, in its sole discretion, may elect to terminate this agreement and cease providing services to the City of DeLand. If the Humane Society exercises this option, it will provide the City of DeLand with thirty (30) days written notice period. Upon expiration of the thirty (30) day notice period, the Humane Society will no longer provide any services to the City of DeLand.
5. **WAIVER OF BREACH:** The waiver by the Humane Society or the City of DeLand of any breach or violation of this agreement will not operate as or be construed to be a waiver of any subsequent breach of this agreement.
6. **SOVEREIGN IMMUNITY:** The City of DeLand expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with §768.28, Florida Statutes. Notwithstanding anything set forth in any section of the agreement to the contrary, nothing in the agreement shall be deemed as a waiver of immunity or limits of liability of the City of DeLand for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this agreement shall insure to the benefit of any third party for the purpose of allowing any claim against the City of DeLand, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
7. **PUBLIC RECORDS:** The Humane Society acknowledges that in the course of performing its obligations under this agreement, the Humane Society may generate, create, or otherwise come into possession of records, documents, electronic data, or other media that meets the definition of a "Public Record" as; defined in Chapter 119, Florida Statutes ("Public Records Act")

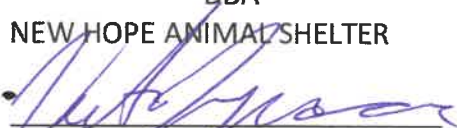
TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386)-626-7300

- 8. MEDIATION:** Any dispute arising from this agreement, including, but not limited to, disputes over fees for services, will be mediated prior to a lawsuit being filed. Mediation will occur within sixty (60) days of written request by either party to mediate unless agreed to otherwise. The cost of the mediator's fee will be borne equally by the parties.
- 9. ATTORNEY'S FEES:** Both parties agree to bear the cost of their own attorney's fees with respect to any disputes, lawsuits, or claims arising under this agreement, except unless otherwise specifically allowed elsewhere in this agreement or in the event of an action to recover amounts due under Part VII, Chapter 218, Florida Statutes, in which case, the court shall award court costs and reasonable attorney's fees, including through appeal, to the prevailing party.
- 10. GOVERNING LAW AND VENUE:** The parties further agree that that this agreement will be governed by the laws of the State of Florida and that venue for any and all suits arising out of or otherwise attributable to this agreement will lie exclusively in the courts of Volusia County, Florida, unless the matter at issue is solely cognizable in federal court, in which case, venue shall be in the Middle District of Florida, Orlando Division.
- 11. SEVERABILITY:** If any provision of this agreement or any part of any provision of this Agreement is found to be invalid by a court of competent jurisdiction, such will not affect the validity of any other provision, or part thereof, of this agreement.
- 12. ENTIRE AGREEMENT:** This agreement constitutes the entire and final understanding and agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, or representations concerning all matters directly or indirectly, collaterally related to this subject matter of this agreement.
- 13. AMENDMENTS:** This agreement cannot be amended or modified except by a writing executed by both of the parties hereto or their respective administrators, trustees, personal representatives, and successors.
- 14. NOTICES:** Any written notice required to be given under this agreement is to be mailed by registered or certified mail, postage prepaid, to the party's business address or any other address designed for that purpose by written notice by either party to the other party.

IN WITNESS WHERE OF, the Humane Society and The City of DeLand have executed this agreement for Services between West Volusia Humane Society DBA New Hope Animal Shelter and the City of DeLand, effective on the date and year as set forth above.

WEST VOLUSIA HUMANE SOCIETY:

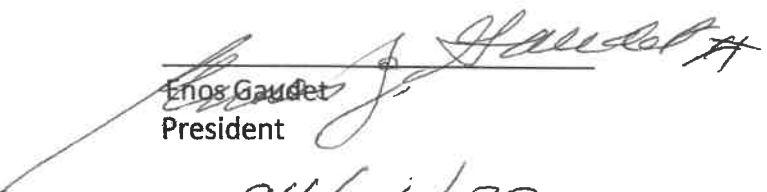
DBA
NEW HOPE ANIMAL SHELTER


Victoria Figueroa
Executive Director

4/11/22
Date

WEST VOLUSIA HUMANE SOCIETY:

DBA
NEW HOPE ANIMAL SHELTER


Enos Gaudet
President

04/11/22
Date

ATTEST:

Name: _____

Title _____

Date _____

City of DeLand

By: _____

Name: _____

Title _____

Date _____

Approved as to Form and Legality:

CITY OF DELAND
Request for Commission Action
July 5, 2022

SUBJECT: Resolution Approving Fingerprinting Services Provided by the City of DeLand Police Department; Fees and Charges.

DEPARTMENT: Police

PREPARED BY: Jason Umberger, Police Chief

ATTACHMENTS: Resolution

APPROVED BY: Michael Grebosz, Asst. City Manager, June 29, 2022

SUMMARY/HIGHLIGHT:

Approval of a Resolution by the City Commission relating to fingerprinting services being provided by the City's Police Department and the establishment of fees and charges is requested.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government and Maintaining a Safe Community

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The proposed action ensures that the City is fairly compensated for a system whereby the City's Police Department provides fingerprinting services to City residents and the general public.

RECOMMENDATION:

City staff recommends that the City Commission approve the proposed Resolution providing for fingerprinting services being accomplished by the City's Police Department for residents of the City and the general public as well as establishing reasonable fees and charges.

BACKGROUND/DISCUSSION:

Fingerprinting is a vital element of the identification, investigation, and conviction of criminal offenders and the City of DeLand Police Department engages in a wide array of highly professional practices in implementing fingerprinting systems and procedures consistent with modern scientific and technological practices.

Fingerprinting is also used in many other ways, such as in licensing professionals and certain types of workers, background checks for persons working with children and in other sensitive capacities, homeland security programs, human resource matters and in an array of other ways. These services are needed by residents of the City and the general public on a routine basis.

For example, Florida law requires applicants for the concealed weapon license to have their fingerprints taken

at a law enforcement agency as set forth in Section 790.06 (5)(c), *Florida Statutes*, which states, in part, that “full set of fingerprints of the applicant administered by a law enforcement agency or the Division of Licensing of the Department of Agriculture and Consumer Services or an approved tax collector pursuant to s. 790.0625 together with any personal identifying information required by federal law to process fingerprints. . . .”. The appropriate identification and evaluation of such applicants provides, of course, an essential check in a process established by controlling State law with regard to the concealed carrying of firearms while respecting the rights of gun owners under controlling legal principles while balancing the public’s right to be safe and secure in their daily activities.

Most of Florida’s 67 counties and many municipal police departments throughout the State provide fingerprinting services to their residents and the general public while charging for those services in reasonable amounts.

The proposed Resolution provides for a system whereby the City will make fingerprinting services reasonably available to residents of the City and other persons while assessing a reasonable charge for such services. The proposed Resolution also allows for the fingerprinting services programs to be effectively and efficiently administered by City personnel in order to accommodate the provision of the services while not interfering with core functions of the Police Department.

The Police Department has voluntarily provided ink card fingerprinting services for citizens who need criminal background checks for employment. This process requires using ink and requires applicants to send these cards to prospective employers by mail or deliver them in person, which has caused delays and inconveniences for many residents. In addition, the ink rolling process is prone to poor image quality and many times the cards are rejected and have to be done over, causing further delays. Many law enforcement agencies in central Florida and, specifically, Volusia County charge different rates for their residents and non-residents. In neighboring counties, these fees range from between \$15.00 and \$30.00. Local private companies charge anywhere from \$27.00 to \$75.00 for the service. The City has traditionally charged only a \$5.00 fee for any resident to provide ink card services, which clearly does not compensate the City for the time and effort involved in providing the service. Technology is now available for the electronic submission of fingerprints through a Live Scan processing system whereby no ink or paper cards are required. This modern process is a quicker and more efficient process for citizens. The Police Department has purchased a LiveScan Fingerprint platform which captures fingerprints in a digitized format which is then transmitted directly to the Florida Department of Law Enforcement and/or the Federal Bureau of Investigation for background check purposes.

The proposed fees for fingerprinting services are as follows:

- (1). City residents includes (meaning any person with a DeLand zip code): \$10.00.
- (2). Non-City residents: \$20.00.

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, PERTAINING TO FEES AND CHARGES RELATING TO FINGERPRINTING SERVICES PROVIDED TO THE PUBLIC AS A SERVICE BY THE POLICE DEPARTMENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, fingerprinting is a vital element of the identification, investigation, and conviction of criminal offenders and the City of DeLand Police Department engages in a wide array of highly professional practices in implementing fingerprinting systems and procedures consistent with modern scientific and technology practices; and

WHEREAS, fingerprinting is also used in many other ways such as in licensing professionals and certain types of workers, background checks for persons working with children and in other sensitive capacities, homeland security programs, human resources matters and in an array of other ways; and

WHEREAS, Florida law requires applicants for the concealed weapon license to have their fingerprints taken at a law enforcement agency as set forth in Section 790.06 (5)(c), *Florida Statutes*, which states, in part, that “[a] full set of fingerprints of the applicant administered by a law enforcement agency or the Division of Licensing of the Department of Agriculture and Consumer Services or an approved tax collector pursuant to s. 790.0625 together with any personal identifying information required by federal law to process fingerprints. . . .”; and

WHEREAS, the City of DeLand desires to make fingerprinting services reasonable available to residents of the City and other persons; and

WHEREAS, the City’s Police Department desires to provide fingerprinting services consistent with sound and generally accepted public administrative practices; and

WHEREAS, the City Commission deems it reasonable, appropriate and in the public interest to provide for fingerprinting establish a system of fees and charges as recommended by City staff; and

WHEREAS, Article VIII, Section 2, *Constitution of the State of Florida*, and other controlling law, authorizes the City Commission of the City of DeLand to exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, the City Commission of City of DeLand finds that this Resolution is in the best interest of its citizens and the general public; and

WHEREAS, the City Commission of the City of DeLand hereby adopts and incorporates into this Resolution the City staff report and City Commission agenda memorandum relating this Ordinance as legislative and administrative findings; and

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

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

Section 1. Findings.

The foregoing recitals (whereas clauses) are incorporated herein by reference and adopted as legislative and administrative findings in support of the matters set forth in this Resolution and made a part hereof.

Section 2. Fee Schedule.

(a). The following fees are hereby authorized and directed to be collected for the City Police Department providing fingerprinting services:

(1). City residents includes (meaning any person with a DeLand zip code): \$10.00.

(2). Non-City residents: \$20.00.

(b). The City Manager is authorized to make adjustments to the fees and charges set forth in this Resolution in an amount not to exceed 10% per fiscal year with an adjustment being made only once each fiscal year. The City Manager shall report any and all such adjustments in writing to the City Commission in a manner deemed appropriate.

Section 3. Implementing Administrative Actions.

The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution and to take any and all necessary administrative actions to include, but not be limited to, the adoption of policies and procedures.

Section 4. Savings.

The prior actions of the City of DeLand relating to fees and charges collected relative to fingerprinting services or similar matters and related activities and actions are hereby ratified and affirmed.

Section 5. Conflicts.

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

Section 6. Severability.

If any Section or portions of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

Section 8. Effective Date.

This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND DULY ADOPTED this 5th day of July, 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy, MMC
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

CITY OF DELAND
Request for Commission Action
July 5, 2022

SUBJECT: Consideration re MOU with Pinellas County Sheriff's Office for Florida's Facial Recognition Network.

DEPARTMENT: Police

PREPARED BY: Jason Umberger, Police Chief

ATTACHMENTS: Pinellas County SO Facial Recognition MOU

APPROVED BY: Michael Grebosz, Asst. City Manager, June 29, 2022

SUMMARY/HIGHLIGHT:

The Pinellas County Sheriff's Office maintains and exclusively hosts Florida's Facial Recognition Network (FR-Net). FR-Net provides facial biometric search capabilities, subject information, face image comparison tools, training for facial recognition (FR) search, and face image analysis methods and best practices via CJNET to authorized Florida law enforcement agencies. DeLand Police Department desires to partner with Pinellas County Sheriff's Office according to this Memorandum of Understanding in which the Sheriff will grant access and/or obtain data for inclusion in FR-Net.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government and Maintaining a Safe Community.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There is no cost for this partnership.

RECOMMENDATION:

It is recommended that the City Commission approve the Memorandum of Understanding between Bob Gualtieri, Sheriff of Pinellas County, and the DeLand Police Department.

BACKGROUND/DISCUSSION:

Facial recognition technology involves the ability to examine and compare distinguishing characteristics of a human face through the use of biometric algorithms contained within a software application. This technology can be a valuable investigative tool to detect and prevent criminal activity, reduce an imminent threat to health or safety, and help in the identification of persons unable to identify themselves or deceased persons.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), by and between Bob Gualtieri, as Sheriff of Pinellas County, Florida (referred to herein as the “Sheriff”) and the DeLand Police Department, (referred to herein as “Partner”), establishes a relationship between Sheriff and Partner under which the Sheriff will grant access and/or obtain data for inclusion in Florida’s Facial Recognition Network (FR-Net), hosted by the Pinellas County Sheriff’s Office.

WHEREAS The Pinellas County Sheriff's Office maintains and exclusively hosts Florida's Facial Recognition Network (FR-Net). FR-Net provides facial biometric search capabilities, subject information, face image comparison tools, training for facial recognition (FR) search, and face image analysis methods and best practices via CJNET to authorized Florida law enforcement agencies.

WHEREAS the Partner Agency seeks access to and/or to provide data for inclusion in FR-Net.

WHEREAS The Partner Agency and all Agencies with access have been authorized to access and/or receive Criminal Justice Information and have current agreements with the FDLE and/or the FBI and all must adhere to the requirements set forth via the FBI CJIS Security Policy to include the security of the data and information as well as the exchange of any such data or information.

WHEREAS The Partner Agency understands that the system contains Criminal Justice Information that is entered by the Sheriff and/or other Partner Agencies and all exchange and

collaboration of information utilized by the Partner, that is derived from this system and the Agencies the information is entered by, agree to the consent of the exchange of data and information by and between all Partner Agencies.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Sheriff and Partner Agency agree this MOU applies to the following (check only one):

- ☐ Partner will contribute mugshot data to the Face Analysis Comparison & Examination System Next (FACESNXT) system, but will NOT have access to search FACESNXT - Exhibit A - the Mugshot Data Addendum contains additional terms the Parties agree (Exhibit B expressly does not apply);
- ☐ Partner will have access to search FACESNXT, but will NOT contribute mugshot data - Exhibit B - the Search Addendum contains additional terms the Parties agree; or
- ☐ Partner will contribute mugshot data AND will have access to the FACESNXT system – both Exhibits A and B apply.

2. Term

This Agreement shall be effective on the date upon which it has been signed by both parties ("Effective Date"). This agreement shall continue until terminated by either party pursuant to the procedures described in paragraph 4 of this MOU.

3. Continuity of Operations

Sheriff and Partner agree that if the facial system is unavailable for any reason, Sheriff's first obligation is to restore services for Sheriff. If Partner's interface is not functioning for any reason, Sheriff will provide best efforts to assist in the restoration of Partner's services, but only after Sheriff's needs are met. Best effort is determined solely by the Sheriff.

4. Termination

- A. This MOU may be terminated by either party without cause, upon no less than thirty (30) calendar days written notice to the contacts listed in Section 6.
- B. If Partner breaches this agreement, this MOU may be terminated immediately by Sheriff, with the termination effective upon receipt of written notice by Partner.

5. Liability and Defense of Legal Actions

- A. Sheriff agrees to indemnify and hold Partner, its employees and agents, harmless to the extent permitted by Florida law from any liability, losses, damages, judgments, liens, expenses and costs sustained or incurred in connection with any claims, suits, actions or proceedings made or brought against any such party as a result of any negligent acts or omissions of Sheriff, its employees or agents, in the performance of its obligations under this MOU.
- B. Partner agrees to indemnify and hold Sheriff, its employees and agents, harmless to the extent permitted by Florida law from any liability, losses, damages, judgments, liens, expenses and costs sustained or incurred in connection with any claims, suits, actions or proceedings made or brought against any such party as a result of any negligent acts or omissions of Partner, its employees or agents, in the performance of its obligations under this MOU.

6. Project Contacts

Sheriff:

Jacob Ruberto
Biometric Operations Analyst
Pinellas County Sheriff's Office
10750 Ulmerton Road
Largo, FL 33778
(727) 453-7893
jruberto@pcsonet.com

Partner:

Technical Point of Contact
Tim Hughes
Lieutenant
219 W. Howry Ave.
DeLand, FL 32720
386-626-7417
HughesT@deland.org

Business/Auditing Point of Contact
Prurince Dice
Captain
219 W. Howry Ave.
DeLand, FL 32720
386-626-7421
DiceP@deland.org

7. Approval

PARTNER

BY _____

Date _____

SHERIFF

**Bob Gualtieri,
Sheriff, Pinellas County**

BY _____

Date _____

Exhibit A - MUGSHOT CONTRIBUTION ADDENDUM

Additional Sheriff's Obligations

1. To integrate the Partner's mugshot data into the FACESNXT system and to facilitate regular transfer of new data.
2. To provide self-paced online training information for selected members of Partner's agency to register as new users to FACESNXT.
3. Provide the Partner with access to the FACESNXT application after successful completion of the FACESNXT online training materials and demonstrated competency with the FR process.
4. To develop and provide connectivity protocols and user documentation to the Partner to ensure the lawful and proper use of FACESNXT.

Additional Partner Obligations

1. Partner agrees to provide Sheriff its existing mugshot images for integration into the facial recognition system.
2. Partner agrees to grant PCSO and all participating federal, state and local agencies access to their existing mugshot images enrolled in the facial recognition system.

3. Partner is responsible for maintaining and updating the status of sealed and expunged records for their agency in compliance with Chapter 943, Florida Statutes. Sheriff is responsible for providing connectivity protocols and documentation for Partner to comply with the responsibility of sealing and expunging records.

Exhibit B – SEARCH ADDENDUM

Additional Sheriff's Obligations

1. Sheriff will grant access and make information available to the Partner to perform automated facial recognition searches and face image comparisons through the Face Analysis Comparison & Examination System Next (FACESNXT).
2. To provide self-paced online training information for selected members of Partner's agency to register as new users to FACESNXT.
3. Provide the Partner with access to the FACESNXT application after successful completion of the FACESNXT online training materials and demonstrated competency with the FR process.
4. To develop and provide connectivity protocols and user documentation to the Partner to ensure the lawful and proper use of FACESNXT.

Additional Partner Obligations

1. All Partner personnel must successfully complete the FACESNXT Online training prior to using FACESNXT.
2. Partner must have written standard operating policies and procedures for the proper usage of facial recognition and have protocols for monitoring to ensure proper usage of the system. Partner must submit its written policy to Sheriff within 90 days of signing this agreement and the written policy must minimally contain the requirements contained in this agreement. More specifically, the

policy shall contain a provision instructing Partner's users that FACESNXT is an investigative tool and any law enforcement action taken based on a submission to FACESNXT shall be based on Partner's personnel's own identity determination and not solely the results of a FACESNXT search. Partner further agrees that failure to submit its written policy within the 90 day period is a breach of this agreement and will result in immediate termination of Partner's use of the FACESNXT system.

3. Partner agrees the FACESNXT application is for criminal justice purposes only and not for public use or dissemination. Use for any purpose other than criminal justice purposes will result in immediate termination of the MOU and immediate loss of access to FACESNXT.
4. The Partner agrees FACESNXT results are strictly investigative leads to assist with subject identification and/or verification.
5. The Partner agrees their personnel accept responsibility for identity adjudication and take law enforcement action based upon their own identity determination.
6. Partner agrees that it will only allow its employees to register as Users and further agrees that Partner shall immediately inactivate its user's access/permissions, following separation, or negligent, improper, or unauthorized use or dissemination of any information. If Partner is unable to update the access/permissions themselves, Partner shall notify Sheriff immediately to inactivate.

7. Partner shall update its user's access/permission upon reassignment of users within five (5) business days of the reassignment. If Partner is unable to update the access/permissions themselves, notification of a need for change in a user's access/permissions shall be made to Sheriff within five (5) business days.
8. Partner agrees to participate in project related evaluations to determine the effectiveness of the FACESNXT application.
9. Auditing
 - A. Partner agrees to provide the name, email address, telephone number, and address for the person(s) designated as the Agency Administrator and shall notify Sheriff within ten (10) calendar days of any changes in person(s) or contact information assigned to this role.
 - B. Partner agrees to respond to Sheriff within five (5) business days of any users who are no longer authorized to use the facial recognition system if provided with a list of users.
 - C. Partner agrees to respond to audit inquiries made by Sheriff within ten (10) business days. These inquiries may include, but are not limited to, substantiation of valid case numbers used for searches or substantiation that searches were conducted for law enforcement purposes.
 - D. Partner agrees to monitor their own agency activity and must notify Sheriff in writing of any unusual activity, including but not limited to, unauthorized access to the system, searches conducted not in compliance with this agreement, any images searched that are not images of a human face, or

searches of celebrity images not related to a valid case number. The written notification shall provide the username, date, time, case number, and any other information that may aid Sheriff to audit the unusual activity. Sheriff agrees to respond in writing to receipt of notification within one (1) business day, and within 15 business days with a response on corrective measures that shall be implemented.

CITY OF DELAND
Request for Commission Action
July 5, 2022

SUBJECT: Consideration re Appointments to Tree Advisory Committee.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS: Suze Peace Board Application, Howard Jeffries Board Application, Howard Jeffries Biography and Qualifications

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

SUMMARY/HIGHLIGHT:

The terms for Seats 1 - 7 on the Tree Advisory Committee have expired. City residency is not required. Bill Bailey (Seat 1) and Jim Winter (Seat 7) have resigned. The other members: Steve Edgar (Seat 2), Barbara Stockhausen (Seat 3), Dana Venrick (Seat 4), Tadd Kasbeer (Seat 5), and Charles Gay (Seat 6) have all requested reappointment.

Staff has received two (2) applications for the two (2) vacant Seats: Howard Jeffries and Suze Peace. No other applications have been received.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

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

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the City Commission appoint/reappoint members to the Tree Advisory Committee as follows:

- 1) Appoint Howard Jeffries (*New Applicant*) to Seat 1 for a term to expire August 1, 2024
- 2) Reappoint Steve Edgar to Seat 2 for a term to expire August 1, 2024
- 3) Reappoint Barbara Stockhausen to Seat 3 for a term to expire August 1, 2024
- 4) Reappoint Dana Venrick to Seat 4 for a term to expire August 1, 2024
- 5) Reappoint Tadd Kasbeer to Seat 5 for a term to expire August 1, 2025
- 6) Reappoint Charles Gay to Seat 6 for a term to expire August 1, 2025
- 7) Appoint Suze Peace (*New Applicant*) to Seat 7 for a term to expire August 1, 2025

BACKGROUND/DISCUSSION:

N/A



Application For Appointment Tree Advisory Committee

City of DeLand

Submitted On:
June 2, 2022 7:14pm
America/New_York

Requester Name	Suze Peace
Address	1571 Alanson Drive, DeLand, FL, USA
Email	10sfpeace@gmail.com
Primary Phone Number	3868375469
Secondary Phone Number	
Employment	Retired Teacher 36 years
High School	Broughton, Raleigh, NC
Colleges	NC State, Raleigh, NC Univ. of GA, Athens, GA Univ. of South Carolina, Columbia, SC
Degree(s)	BA MAT
Do you work within the City Limits?	No
Are you a City of DeLand resident?	No
Do you own property in DeLand	Yes
Have you ever served on a City Board?	No
Are you currently serving on any advisory board for any other governmental agency?	No
If yes, when and which agency?	
How long have you lived in the DeLand area?	30 years
Work Experience	36 years as an art teacher 8 college level 4 high school 24 elementary
Community Involvement	Vice President of the ECVF (Environmental Council of Volusia and Flagler Counties, (former) Board of the West Volusia Historical Society, Deland Historic Trust, Inc. Membership Chair, Curator of the E.R. Burgess Pavilion Museum, Chair of the Volusia County Election Sign Recycling Project, Florida Native Plant Society-Pawpaw Chapter, West Volusia Audubon Society, Volusia County Volunteer, Supervisor Seat 3 on Volusia Soil and Water Board 1996-99

Interests/Activities

nature and history

Why do you desire to serve on this Board?

I have attended Tree Advisory Committee meetings and have knowledge and an interest to serve.

User's Session Information

IP Address: 72.238.224.51

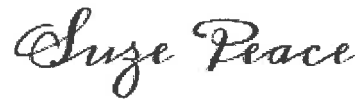
Referrer URL: <https://www.deland.org/>

Signature Data

First Name: Suze

Last Name: Peace

Email Address: 10sfpeace@gmail.com

A handwritten signature in black ink that reads "Suze Peace". The script is cursive and elegant, with the first name "Suze" and last name "Peace" written in a single line.

Signed at: June 2, 2022 7:04pm America/New_York

Julia Hewitt

From: DeLand Electronic Submittals <noreply@seamlessdocs.com>
Sent: Monday, October 5, 2020 5:03 PM
To: Julia Hewitt
Subject: Application For Appointment Tree Advisory Committee: New Submission

Follow Up Flag: Follow up
Flag Status: Flagged



New Submission: *Application For Appointment Tree Advisory Committee*

Form Name	Application For Appointment Tree Advisory Committee
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Submission Details

Requester Name
Requester Name
Howard

Requester Name
Jeffries

Address
108 Overton Gardens Lane, DeLand, FL, 32724

Email

HAJEFF2170@YAHOO.COM

Primary Phone Number

3868734450

Secondary Phone Number

386-801-5246

Employment**Employment**

Retired

Employment

N/A

Employment

N/A

High School

Falls Church High School, Falls Church, VA

Colleges

University of Maryland, College Park, MD

Degree(s)

BS Ornamental Horticulture 1967

Do you work within the City Limits?

No

Are you a City of DeLand resident?

Yes

Do you own property in DeLand

Yes

Have you ever served on a City Board?

Yes

If yes, when and which board?

1976 - 1979 City of Philadelphia Agriculture Extension Agency

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

No

How long have you lived in the DeLand area?

5 years

Work Experience

See attached upload below

Community Involvement

See attached upload below

Interests/Activities

See attached upload below

Why do you desire to serve on this Board?

My desire to serve on this Board, is to educate the citizens of Deland on the importance of proper tree selection, planting and maintenance.

User's Session Information

User's Session Information

IP Address: 107.145.27.186, 107.145.27.186

User's Session Information

Referrer URL:

Upload Additional File(s)

Biography and Qualifications.docx

Log in to download submission →

Log in to view in Submission Manager

City of DeLand | 120 S Florida Ave, DeLand, FL 32720

Biography and Qualifications

Howard Jeffries

Brief Biography

- A Certified Master Gardener since 1982 with Volusia County, Seminole County, and Orange County.
- Conducts monthly gardening lectures at DeBary Hall, Deltona Regional Library, and Victoria Gardens. I also give presentations to garden clubs and civic organizations.
- Retired Parks Manager for both, City of Sanford, FL, (Jan 1981 – June 2002), and City of Leesburg, FL., (June 2002 – June 2006).
- Also formerly held positions as:
 - Leisure Time Instructor with Seminole Community College, Sanford, FL. Taught classes in Landscape Design & Maintenance, Hobby Greenhouses, and other gardening topics. (1981 – 2009)
 - Wholesale greenhouse grower/manager, Longwood Greenhouses, Longwood, FL (Nov 1979 – Jan 1981)
 - Horticulturist with the National Park Service, Independence National Historical Park, Philadelphia, PA. (Nov 1975 – Nov 1979)
 - Leisure Time Instructor with Camden County, NJ School System. Taught various horticultural classes (1976 – 1979)
 - Horticulture Therapist with the Veterans Hospital, Roseburg, OR. (Nov 1972 – Nov 1975)
 - Leisure Time Instructor with Umpqua Community College, Roseburg, OR. Taught various horticulture classes. (1973 – 1975)
 - Garden Center Manager, Centerville, OH. (Feb 1971 – Nov 1972)
 - Served as an officer in the United States Air Force 1967 – 1971.
- At my subdivision where I live, (Cresswind at Victoria Gardens, Deland, FL), I currently serve on the Architectural Review Committee, Environmental Advisory Committee and Landscape Advisory Sub-committee. I also previously served on the HOA Advisory Committee.
- Also do numerous Master Gardener site visitations to residents throughout Volusia County area.
- Online I have a monthly newsletter with gardening tips and information to those who sign up for it. I also have a blog on plant issues I periodically post to.
- Past Presidents of Florida Institute of Park Personnel and Florida Urban Forestry Council.
- BS Degree in Ornamental Horticulture, University of Maryland (1967)
- Currently living in Deland, FL, since 2015, and resident of the State of Florida for over since 1979.
- Married for 50 years and have 2 daughters.

Former Qualifications

- Certified ISA Arborist
- Certified FNGLA Horticulture Professional

- Certified Florida Landscape Maintenance Manager
- Certified Florida Pest Applicator

CITY OF DELAND
Request for Commission Action
July 5, 2022

SUBJECT: Resolution Approving the Demolition at 389 West Taylor Road.

DEPARTMENT: Planning

PREPARED BY: Danevsky joseph, Planner 1

ATTACHMENTS: Resolution, Staff Report - 389 W. Taylor Rd. , Zoning and Location Map, Aerial

APPROVED BY: Michael Grebosz, Asst. City Manager, June 29, 2022

SUMMARY/HIGHLIGHT:

This request is for approval to demolish a structure located at 389 W Taylor RD. The structure is owned by Eastover Holdings LLC. The property is not recorded on the Florida Master Site File list, it is not located in a historic district, nor is it in the support district, neither is it a contributing structure. At their June 2, 2022 meeting, the Historic Preservation Board recommended approval of demolition of the residential structure. The property has substantial interior and exterior deterioration, which the applicant feels makes it unreasonable to renovate.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Preserving "Sense of Community" as a key asset.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the City Commission approve the demolition request.

BACKGROUND/DISCUSSION:

The applicant, who owns the Badcock Furniture immediately to the west as well as the other two lots east of this site, wishes to demolish these structures to clear the site for future use. This structure is not a contributing building, neither is it located in a local historic district and is brought before the board due to its age. There is no apparent historical significance that has been determined. The applicant anticipates using the property, including others that have been purchased, for commercial use at some point in the future.

RESOLUTION NO. 2022 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
AUTHORIZING THE DEMOLITION OF A BUILDING OLDER THAN
FIFTY (50) YEARS, LOCATED AT 389 WEST TAYLOR ROAD;
PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.**

WHEREAS, The applicant, Scott Dickinson, on behalf of the owner, Eastover Holdings, LLC, submitted a building permit application for the demolition of a building older than fifty (50) years located at 389 West Taylor Road; and

WHEREAS, the structure is not historically significant, is not located in an historic district, and is not considered a contributing structure; and

WHEREAS, on June 2, 2022, the Historic Preservation Board recommended approval of the demolition.

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

Section 1. That the City Commission of the City of DeLand hereby authorizes the demolition of a building older than fifty (50) years located at 389 West Taylor Road.

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

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

PASSED AND DULY ADOPTED this 5th day of July, 2022.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

Staff Report
City of DeLand
HISTORIC PRESERVATION BOARD
June 2, 2022

Application #: BD22-1026

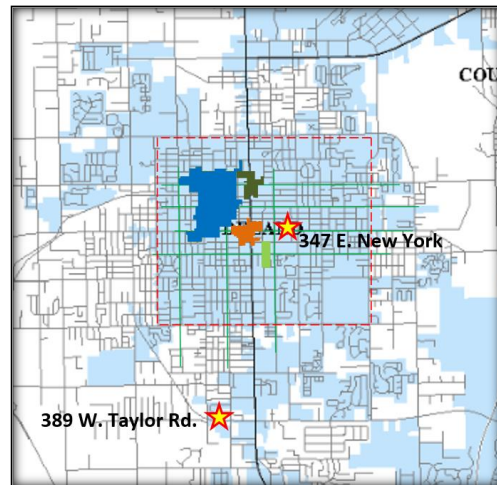
Applicant name: Scott Dickinson, Dickinson Custom Homes - Applicant
Eastover Holdings, LLC - Owner

Request: Demo house and shed **From contractor: "Please amend permit to take down both garages instead of one with an increase of value of 800.00"

Factors:

Historic district	n/a
Location	389 W. Taylor Rd.
Year built	c.1946 – Frame Vernacular
Land use	Mixed Commercial
Zoning	C-2 (General Commercial)
Existing use	(Vacant) Residential use
	1104 sq. ft. building
	1 acre (43,560 sq. ft.)

Applicable regulations: 33-35.01. Demolition



Analysis

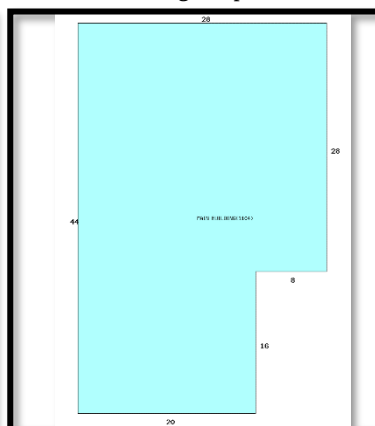
The applicant, who owns the Badcock Furniture immediately to the west as well as the other 2 lots east of this site, wishes to demolish these structures to clear the site for future use. There are no immediate plans for the property and the other adjacent properties, which are located in unincorporated Volusia and previously housed structures for which the county granted approval for demolition.

The property was sold in 2021. This structure is not located in any of the city's historic districts and is brought before the board due to its age. There is no apparent historic significance that has been determined. The Historic Preservation Coordinator and the Chief Building Official visited the site to see the condition of the structure. It is the opinion of the CBO that this structure, while having some apparent termite and other slight exterior damage, could be repaired. The property is a residential structure located along a (major) arterial roadway that is not best suited for a residential purpose.

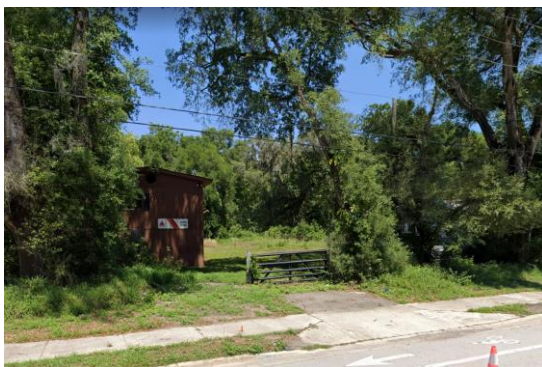
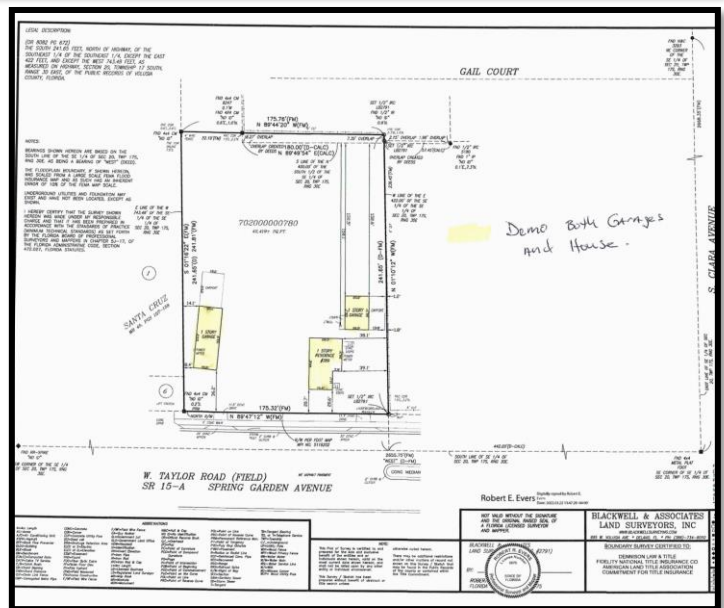
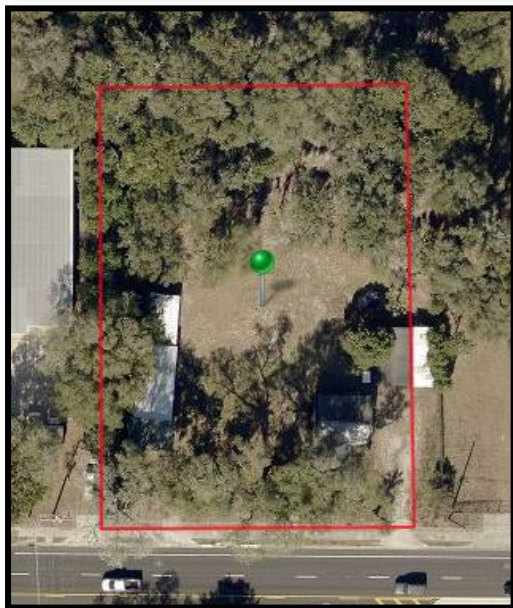
Zoning map



Building footprint



HPB – June 2, 2022



Barn structure



House and garage/carport

The following review criteria, outlined in the land development regulations, may be used in evaluating the decision on how to move forward with this request:

Review criteria: **Sec. 33-35. - Demolition.**

33-35.01. *Generally.*

- (a) *Purpose and intent.* The purpose of this section is to ensure that historic properties are protected from neglect or premature demolition by providing the following procedure for review.

No demolition permit affecting a building or structure in a designated Historic District, a designated historic building or structure, or a **building or structure constructed prior to 1950** shall be issued until the applicant has demonstrated that no other feasible alternative to demolition can be found. The responses to the review criteria are shown below:

1. Issuance of demolition permit shall be guided by the following factors:

- a. The historic or architectural significance of the building, structure, or object;
The structure is included on the Florida Master Site File, however, the listing is only an inventory and has no special significance. The building is listed as being the Frame Vernacular style of architecture and there is no known significant activity that occurred at this site or connection to a significant individual supporting a finding of historical significance. The building style is described as follows:

Frame Vernacular refers to a simple wood frame building, which is the product of the builder's experience, available resources, and response to the environment. These buildings are typically rectangular, of balloon frame construction, and rest on piers. They are one or two stories in height, with one-story front porches, and gabled or hipped roofs with overhanging eaves.
- b. The importance of the building, structure, or object to the ambiance of a district;
This property is located along West Taylor road which is located south of the city's support district. The corridor that has a mixture of uses including numerous commercial (several vacant) and a few office uses. Taylor road was created as a means of helping traffic move more efficiently through town...
- c. The difficulty or the impossibility of reproducing such a building, structure or object because of its design, texture, material, detail, or unique location;
The structure is constructed of are readily available materials such as concrete block, pine or soft wood, plaster with asphalt shingles. Given that these are standard building materials, it appears that the structure could easily be replicated. There are no unique features about any of the buildings.
- d. Whether the building, structure, or object is one of the last remaining examples of its kind in the neighborhood, the county, or the region;
Owing to the existence of this residential structure, it is likely that there were other residential structures in this area at one point in time. However, the area is now

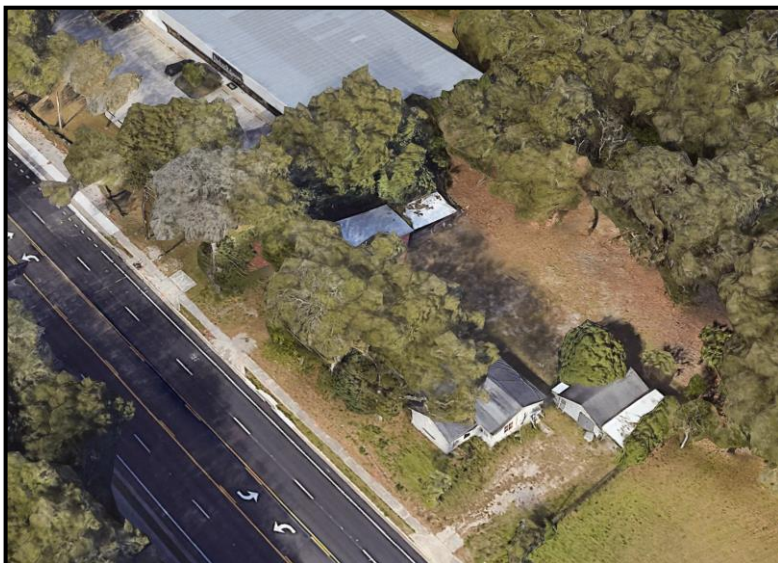
predominantly commercial in nature. The current property owner purchased the adjacent properties and was granted permission and took action to demolish the structures leaving the surrounding lots vacant.

Although they are not apparent on the property appraiser's website, the property also contains a separate garage/carport structure and what is listed as a barn.

- e. Whether there are definite plans for reuse of the property if the proposed demolition is carried out, and the effect of those plans on the character of the surrounding properties;
There are no definite plans at the moment. The owner wishes to clear the property of the structures in order to clean it up.
- f. Whether reasonable measures can be taken to save the building, structure, or object from collapse;
The exterior of the structure appears to be fairly sound and shows signs of minor physical deterioration such as termite or structural damage. The condition of the interior is unknown. The City's building official has stated that the structure is sound enough to be brought back to a good condition.
- g. Whether the building, structure, or object is capable of earning reasonable economic return on its value.
The building currently has an improvement value of \$76,560 and a land value of \$130,680 for a total Just/Market valuation of \$207,240 and the property is listed as a Store/Office/Residence. Although the current housing market is such that residential properties are in high demand, the change in circumstances that have seen this area become what was probably a rural residential area to a commercial one adjacent to a major arterial roadway leaves its earning potential questionable. Add to that that the property would need to be improved prior to being suitable for habitation. The other structures located on the site are valued at a total of \$6,343.

Conclusion:

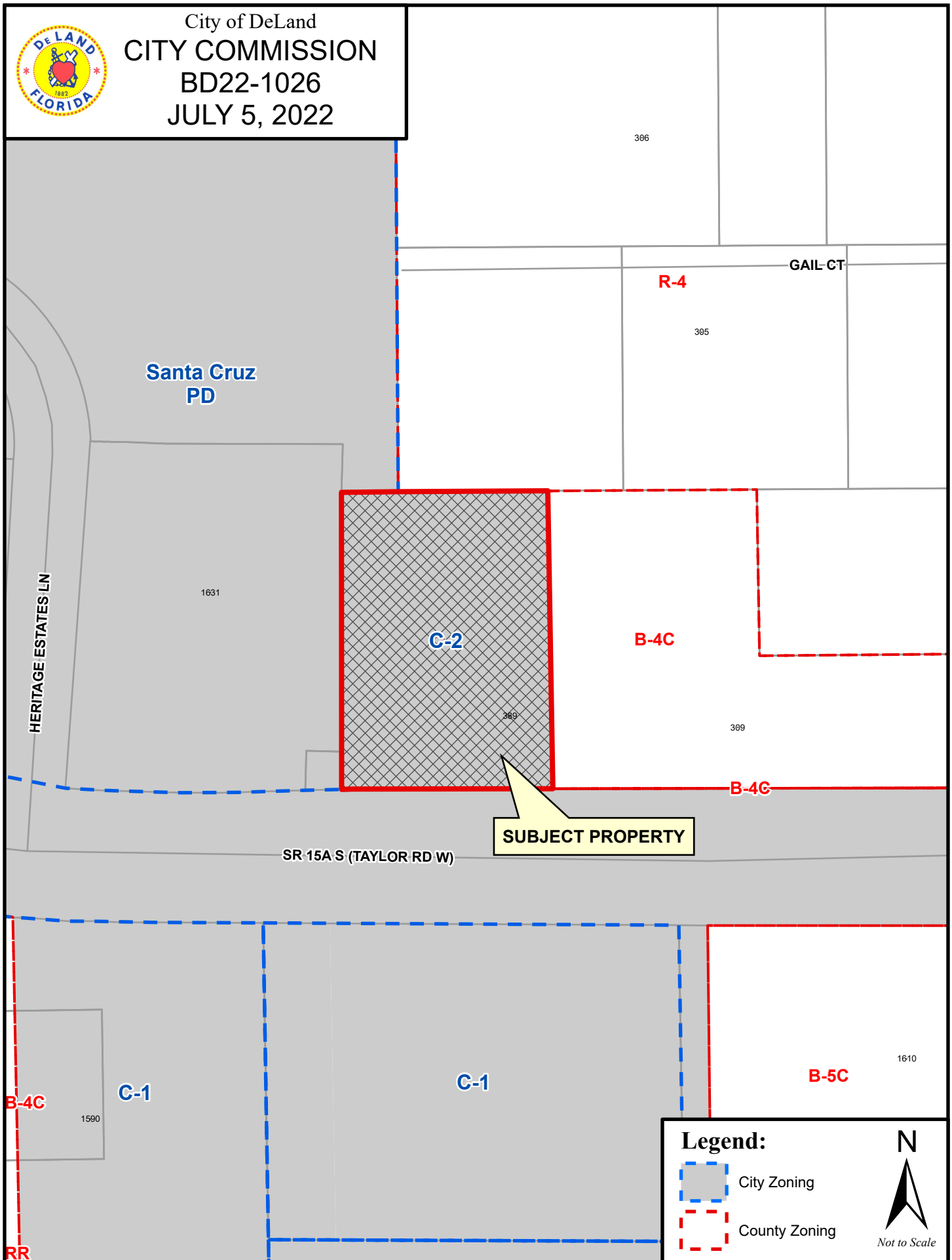
This structure is not a contributing building, neither is it located in a local historic district. The applicant anticipates using the property, including others that have been purchased, for commercial use at some point in the future. The City Commission will grant final approval of the demolition.



HPB – June 2, 2022



City of DeLand
CITY COMMISSION
BD22-1026
JULY 5, 2022





City of DeLand
CITY COMMISSION
BD22-1026
JULY 5, 2022



CITY OF DELAND
Request for Commission Action
July 5, 2022

SUBJECT: Consideration re Recommend Top Ranked Contractor for Solid Waste and Recycle Collection Services.

DEPARTMENT: Public Works

PREPARED BY: Ray Underwood, Public Works Director

ATTACHMENTS: Selection Committee Consolidated Scoresheet

APPROVED BY: Michael Grebosz, Asst. City Manager, June 29, 2022

SUMMARY/HIGHLIGHT:

Staff initiated a selection process for Solid Waste and Recycle Collection Services (RFP 22-03).

As background, the process is as follows:

- The requests for proposals are published
- When received, the proposals are reviewed and ranked by a selection committee
- Interviews are then conducted (if necessary)
- A final ranking is then recommended by staff and presented to the City Commission
- If the final ranking is approved by the City Commission, negotiations of a contract with the top ranked contractor occur
- A final contract will then be brought back to the City Commission for consideration after conclusion of the negotiations

For the Solid Waste and Recycle Collection Services, the Request for Proposals (RFP) was advertised in the local newspaper and via the internet-based Demandstar system. Submittals were received from three (3) contractors FCC, Waste Pro and GFL. A selection committee consisting of Mayor Robert Apgar, Public Services Director, Chad Gamble, Public Works Director, Ray Underwood, City Forester/Deputy Public Work Director, Mariellen Calabro and Mike Grebosz, Assistant City Manager, numerically ranked the submittals in accordance with the evaluation criteria that was issued in the City's RFP. The firms were ranked in the following categories: Project Approach, Qualifications & Experience, and Price/Cost Proposal. The Committee agreed to do a collective ranking and ranked GFL as the top ranked firm based upon the aforementioned categories outlined.

Should the City Commission approve the recommended top ranked contractor, the City will enter into final negotiations and will come back to the Commission for review and approval of the finalized agreement after the negotiations are completed.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Natural resource protection and optimization

FISCAL IMPACT:

Establishment of a top ranked firm for further consideration has no immediate fiscal impact. Should the City Commission approve the recommended top ranked contractor, the City will enter into final negotiations.

RECOMMENDATION:

Staff recommends that the City Commission approve the Selection Committee's top ranked recommendation of GFL for the Solid Waste and Recycle Collection service.

BACKGROUND/DISCUSSION:

The current Solid Waste contract expires on September 30, 2022.

SELECTION COMMITTEE CONSOLIDATED EVALUATION SCORESHEET

MEETING DATE: June 8, 2022 @ 2:00 P.M.

POSTING DATE: June 8, 2022 POSTED BY: Corey McMillen

▼ Committee Member ▼	FCC	GFL	Waste Pro
Chad Gamble	3	1	2
Bob Apgar	3	1	2
Mike Grebosz	3	1	2
Mariellen Calabro	3	1	2
Ray Underwood	3	1	2
TOTAL POINTS	15	5	10
RANKING	3	1	2

*** Motion by Bob Apgar, Second by Mike Grebosz to enter into negotiations with the top-ranked firm [4-1 vote]:
GFL