



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
AUGUST 1, 2022 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION- Pastor Johnny Long, First Baptist Church DeLand

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC HEARING

1. Resolution Certifying and Adopting Assessment Roll for Fiscal Year 2022-2023, Blue Lake Woods Street Lighting District.

It is recommended that the City Commission approve the resolution.

2. Resolution Certifying and Adopting Assessment Roll for 2022-2023, Fiscal Year Glenwood Springs Street Lighting District.

It is recommended that the City Commission adopt the resolution.

PRESENTATIONS

1. Certificate of Recognition Presented to Local Legend Summer Employment Program Sponsored by Sisters Build Network for Girls, Inc., Man Up and Career Source Flagler/Volusia.
2. Employee Years of Service Award.

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 the Delegation of Authority to the City Manager or, by Delegation to the Chief of Police, to Approve Mutual Aid Agreements.

Resolution delegating authority to the City Manager or, by sub-delegation to the Chief of Police, to approve mutual aid agreements between the City Police Department and other law enforcement agencies and public safety agencies.

3. Resolution Approving the Support of the Placement of the National Monument at Ed Stone Park.

Approve the Resolution in support of locating the ST479 Tiger at Ed Stone Park.

4. Consideration re Renewal of Contract with Florida Health Care (FHC) Plans for FY 2022-2023.

It is recommended the City Commission renew the contract for medical insurance with Florida Health Care Plans for FY 2022-2023.

5. Consideration re Laserfiche Upgrade.

Staff recommends the City Commission approve this updated Laserfiche Professional Software.

6. Consideration re Award of Bid for Electrical Homerun Replacement.

Staff recommends that the City Commission award Electrical Homerun Replacement Project to H.L Pruitt Corp. in the amount of \$684,500.00.

7. Consideration re Approval of Construction Oversight Services - AVCON, Inc. Electrical Homerun Replacement.

It is recommended the City Commission approve the proposal from AVCON, INC. to provide professional services required to construct the Electrical Homerun Replacement Project.

8. Consideration re Contract Amendment for School Resource Officers.

It is recommended the City Commission approve and execute the Student Resource Officer Contract Amendment.

9. Consideration re Amendment No. 2 to Task Order No. 12, AECOM Additional Services.

Staff recommends that the City Commission approve Amendment 2 to Task Order No. 12 authorizing AECOM Technical Services, Inc. to perform additional design and permitting related to services in support of utility adjustments for the FDOT Drainage Project at Woodland Blvd and Mandarin Avenue in the amount of \$14,850.00.

10. Consideration re Volusia Blue Spring Wetland Recharge Project Withdrawal.

Staff recommends that the City Commission approve the request to withdraw from the interlocal agreement as required per the Volusia Blue Project Implementation Agreement.

11. Consideration re Amendment No. 1 to DeLand Utilities Administration Building Design Services.

Staff recommends that the City Commission approve Amendment No.1 to the design services proposal authorizing Schenkel Shultz to perform additional design and permitting related to the Utility Administration Building.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

NEW BUSINESS

1. Resolution Approving Removal of One Historic Tree Located at 120 North Colorado Avenue.

Miamex Properties LLC has requested that one historic tree located at 120 North Colorado be allowed to be removed.

2. Resolution Approving Removal of One Historic Tree Located at Parcel #701716000290.

Yvonne Bright has requested that one historic tree located at Voorhis Ave., Parcel #701716000290, be allowed to be removed.

3. Resolution Approving Removal of One 32" DBH Historic Tree Located at 337 South Garfield Avenue.

The City of DeLand Public Works Streets Division has requested that one 32" DBH historic tree located at 337 South Garfield be allowed to be removed.

4. Resolution Approving Removal of Two Historic Trees Located at 807 West Pennsylvania Avenue.

Silvestri Rocco has requested that two historic trees located at 807 West Pennsylvania Avenue be allowed to be removed.

5. Resolution Approving Removal of One Historic Tree Located at the Proposed Valvoline Project at 310 East International Speedway.

Heidner Hoffmann LLC has requested that one historic tree located at the proposed Valvoline at 310 East International Speedway be allowed to be removed.

6. Presentation re Annexation Pause Update.

Provide direction for planning staff in the preparation of the Comprehensive Plan amendments.

7. Change of Meeting Date, Labor Day Holiday.

It is recommended that the City Commission reschedule the Monday, September 5, 2022 regular City Commission meeting for Wednesday, September 7, 2022. This would be the date of the City's first budget hearing.

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
August 1, 2022

SUBJECT: Resolution Certifying and Adopting Assessment Roll for Fiscal Year 2022-2023, Blue Lake Woods Street Lighting District.

DEPARTMENT: Admin Services

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: Resolution, Copy of Exhibit A

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

SUMMARY/HIGHLIGHT:

The City Commission previously created the Blue Lake Woods Street Lighting District which allows the residents and lot owners in the Blue Lake Woods subdivision to pay for their street lights through their tax bills. With this method, all residents will be assured of having the street lights kept on regardless of whether the home owner's association is able to collect assessments from its membership. The Florida Statutes requires the City of DeLand to certify to the Volusia County Property Appraiser the assessment roll each year by September 15. The attached resolution fulfills that requirement.

A resolution certifying the assessment roll for the Blue Lake Woods Street Lighting District, is adopted by the City of DeLand each year. Each resident and lot owner with the Blue Lake Woods subdivision/special assessment district will be assessed \$120.54. There are 50 parcels in the Blue Lake Woods subdivision/special assessment district for a total of \$6,027.00.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This item should be revenue neutral. However, to the extent that this assessment will ensure that street lights in one of the City's subdivision remain lit, it may arguably reduce public safety costs.

RECOMMENDATION:

It is recommended that the City Commission approve the attached resolution.

BACKGROUND/DISCUSSION:

This action is the final step in putting the assessments, more particularly set forth in the attached resolution and assessment roll, on the tax bills for the Blue Lake Woods subdivision.

RESOLUTION NO. 2022 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
CERTIFYING THE ASSESSMENT ROLL FOR FISCAL YEAR 2022-2023
FOR THE BLUE LAKE WOODS STREET LIGHTING SPECIAL
ASSESSMENT DISTRICT AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, the City of DeLand has created the Blue Lake Woods Street Lighting Special Assessment District for the purposes of funding street lighting within the Blue Lake Woods subdivision; and

WHEREAS, the City of DeLand is required by Section 197.3632(5)(a), Florida Statutes, to certify to the Volusia County Property Appraiser the assessment roll for the said special assessment district by September 15 of each year; and

WHEREAS, the City of DeLand desires to certify to the Volusia County Property Appraiser the assessment roll attached hereto as Exhibit "A".

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

Section 1. The City Commission of the City of DeLand hereby certifies the assessment roll for fiscal year 2022-2023 for the Blue Lake Woods Street Lighting District attached hereto as Exhibit "A".

Section 2. The unit of measurement for the assessment shall be platted single family residential lots and the amount of the assessment shall be as per the attached Exhibit "A".

Section 3. The City Manager is hereby directed to immediately transmit this Resolution to the office of the Volusia County Property Appraiser.

Section 4. This Resolution shall be effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 1st day of August, 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

Larry Bartlett, Volusia County Property Appraiser

2022 June 1st NAVA List for Blue Lake Woods Streetlighting District

ROJN	PROJNAM	UNITS	Rate	AMOUNT	NEW RATE	AltKey	ParcelID	PC	PC Description	#ResBldgs	OWN1	ADDR1	ADDR3	ZIPCODE	LEGDESC
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6519889	70103900000A	8000	Vacant Governmental		CITY OF DELAND	120 S FLORIDA AVE	DELAND FL	32720	COMMON AREA TRACT A BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 6154 PGS 3230-3231
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6519897	701039000010	0100	Single Family	1	ABIGAIL BONNIE J	1359 PUP FISH LN	DELAND FL	32724	LOT 1 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 6018 PGS 0887-0888
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6519901	701039000020	0100	Single Family	1	KOENKE LEIGH ANN	1355 PUP FISH LN	DELAND FL	32724	LOT 2 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 6008 PGS 3795-3796 PER OR 6639 PG 0876 PER OR 6687 PG 0466
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6519919	701039000030	0100	Single Family	1	STAGE JULIET FLEMING	1351 PUP FISH LN	DELAND FL	32724	LOT 3 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5738 PGS 0741-0742 PER OR 6153 PGS 1274-1275
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6519927	701039000040	0100	Single Family	1	ANDERSON MARCUS CHRISTOPHER	1347 PUP FISH LN	DELAND FL	32724	LOT 4 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5941 PG 2098 PER OR 7766 PG 3198 PER OR 8179 PG 2564
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6519935	701039000050	0100	Single Family	1	NEWBOULD GAVIN	1343 PUP FISH LN	DELAND FL	32724	LOT 5 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5843 PGS 4678-4680 INC PER OR 7211 PG 0538 PER OR 7218 PG 3661 PER OR
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6519943	701039000060	0100	Single Family	1	WHITENER LINDA	1339 PUP FISH LN	DELAND FL	32724	LOT 6 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5859 PG 0416 PER MC 6641 PG 3729
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6519951	701039000070	0100	Single Family	1	CASTELBLANCO VIOLETA A	1335 PUP FISH LN	DELAND FL	32724	LOT 7 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5694 PG 4096 PER OR 8138 PG 1334 PER OR 8191 PG 3753
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6519960	701039000080	0100	Single Family	1	BARACK SEAN CHRISTOPHER	1331 PUP FISH LN	DELAND FL	32724	LOT 8 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5825 PGS 4965-4966 PER OR 6682 PG 0608 PER OR 7709 PG 0732 PER OR 8156
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6519978	701039000090	0100	Single Family	1	RAINES ANTHONY E & NANCY S	1327 PUP FISH LN	DELAND FL	32724	LOT 9 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5847 PG 0789
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6519986	701039000100	0100	Single Family	1	MCGONIGLE JOSHUA	1323 PUP FISH LN	DELAND FL	32724	LOT 10 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5799 PGS 4852-4853 PER OR 6167 PG 2649
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6519994	701039000110	0100	Single Family	1					LOT 11 BLUE LAKE WOODS MB 52 PGS 64-66 INC
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520003	701039000120	0100	Single Family	1	DOUGLASS ALLAN J JR	1315 PUP FISH LANE	DELAND FL	32724	LOT 12 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 6017 PG 1669
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520011	701039000130	0100	Single Family	1	GONZALES GIANNE C	1311 PUP FISH LN	DELAND FL	32724	LOT 13 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5793 PGS 0305-0306 PER OR 6917 PG 1313 PER OR 7017 PG 0488 PER OR
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520020	701039000140	0100	Single Family	1	HULL CHRISTOPHER A	1307 PUP FISH LN	DELAND FL	32724	LOT 14 BLUE LAKE WOODS MB 52 PGS 64-66 PER OR 5902 PGS 2144-2145 PER OR 7856 PG 0890
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520038	701039000150	0100	Single Family	1	MOORE SARAH DAWN	1303 PUP FISH LN	DELAND FL	32724	LOT 15 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5813 PGS 3527-3528 PER OR 6570 PGS 2207-2210 INC PER OR 7424 PG 2647
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520046	701039000160	0100	Single Family	1	CRABTREE NEPTALAI	1306 PUP FISH LN	DELAND FL	32724	LOT 16 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 6009 PGS 0121-0122 PER OR 6965 PG 4023 PER OR 7026 PG 1735 PER OR
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520054	701039000170	0100	Single Family	1	HILAIRE MICHEL EMILE	1310 PUP FISH LN	DELAND FL	32724	LOT 17 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5829 PGS 2237-2238 PER OR 6151 PG 1003 PER OR 6458 PG 0062 PER OR
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520062	701039000180	0100	Single Family	1	CAHILL RYAN	1314 PUP FISH LN	DELAND FL	32724	LOT 18 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5821 PG 3902 PER OR 6533 PG 3930 PER OR 6569 PG 4785
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520071	701039000190	0100	Single Family	1	ANDERSON WILLIAM A	1318 PUP FISH LN	DELAND FL	32724	LOT 19 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 6014 PGS 2190-2191
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520089	701039000200	0100	Single Family	1	BLONDELL CHRISTOPHER W	1322 PUP FISH LN	DELAND FL	32724	LOT 20 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5862 PG 3921 PER OR 7330 PGS 2191-2192
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520097	701039000210	0100	Single Family	1	HENSHAW RALPH NELSON III	1326 PUP FISH LANE	DELAND FL	32724	LOT 21 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5851 PG 2333 PER OR 7045 PG 2113 PER OR 7110 PG 1992
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520101	701039000220	0100	Single Family	1	OSTROWSKI STEVEN J	1330 PUP FISH LN	DELAND FL	327244691	LOT 22 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5834 PG 0761 PER OR 6314 PG 2730 PER OR 6363 PGS 0160-0161 PER OR
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520119	701039000230	0100	Single Family	1	CRABTREE SHANNON R	1334 PUP FISH LN	DELAND FL	32724	LOT 23 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5807 PGS 2063-2064 PER OR 6525 PG 4015
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520127	701039000240	0100	Single Family	1	MALLEY JOSEPH M	1338 PUP FISH LN	DELAND FL	32724	LOT 24 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5670 PGS 4811-4812
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520135	701039000250	0100	Single Family	1	SAMMOND JOHN H	1333 TILAPIA TRL	DELAND FL	327244719	LOT 25 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5868 PG 2648 PEROR 6863 PG 3867 PER OR 7155 PG 3571 PER OR 8061 PG
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520143	701039000260	0100	Single Family	1	SERTIC LLC	12569 INDIAN WOODS LN	ORLANDO FL	32824	LOT 26 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5849 PG 4699 PER OR 7075 PG 2712 PER OR 7100 PG 1459 PER OR 7120 PG
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520151	701039000270	0100	Single Family	1	WESEMANN MATTHAUS	7072 156TH PL NE	REDMOND WA	98052	LOT 27 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5847 PG 0700 PER OR 8071 PG 2310 PER OR 8110 PG 3041
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520160	701039000280	0100	Single Family	1	HENDERSHOT RUSSELL A TR	1321 TILAPIA TRL	DELAND FL	32724	LOT 28 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5805 PGS 0863-0864 PER OR 6440 PG 0333 PER OR 6655 PG 4726 PER OR
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520178	701039000290	0100	Single Family	1	MCGINN TERENCE M	1317 TILAPIA TRL	DELAND FL	32724	LOT 29 BLUE LAKE WOODS MB 52 PGS 64-66 PER OR 6017 PGS 0672-0673 PER OR 6365 PGS 3279-3280 PER OR 6404 PGS 3925-3934
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520186	701039000300	0100	Single Family	1	CATALANO PETER R	1313 TILAPIA TRL	DELAND FL	32724	LOT 30 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5918 PG 4790 PER OR 6693 PG 0044 PER OR 6709 PG 1481 PER OR 6730 PGS
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520194	701039000310	0100	Single Family	1	ESTAVILLO JORGE	1309 TILAPIA TRL	DELAND FL	32724	LOT 31 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5853 PG 3716
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520208	701039000320	0100	Single Family	1	BECCARIS THOMAS J	1305 TILAPIA TRIAL	DELAND FL	32724	LOT 32 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5887 PG 4494 PER OR 6341 PG 4370
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520216	701039000330	0100	Single Family	1	HILDERBRANDT KELLY ANN	1300 TILAPIA TRL	DELAND FL	32724	LOT 33 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5911 PG 3902 PER OR 6535 PG 3338 PER OR 7115 PGS 0447-0448 PER OR
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520224	701039000340	0100	Single Family	1	WALLACE CHARLTON W	1304 TILAPIA TRL	DELAND FL	32724	LOT 34 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5889 PG 1682 PER OR 7315 PG 1255 PER OR 8055 PG 4754
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520232	701039000350	0100	Single Family	1	QUINTON JUDY P	1308 TILAPIA TRL	DELAND FL	32724	LOT 35 BLUE LAKE WOODS MB 52 PGS 64-66 PER OR 5904 PGS 3195-3196 PER OR 6460 PG 0615 PER OR 7213 PG 0920 PER OR 7220 PG
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520241	701039000360	0100	Single Family	1	CHOWDHURY SYED	1312 TILAPIA TRL	DELAND FL	32724	LOT 36 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5971 PG 1982 PER OR 6439 PG 2378 PER OR 6479 PG 0385 PER OR 8144 PG
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520259	701039000370	0100	Single Family	1	2018-2 IH BORROWER LP	1717 MAIN ST STE 2000	DALLAS TX	75201	LOT 37 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5911 PG 2888 PER OR 6887 PG 2241 PER OR 7105 PG 0953 PER OR 7134 PG
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520267	701039000380	0100	Single Family	1	COPSON SANDRA	1320 TILAPIA TRL	DELAND FL	32724	LOT 38 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5887 PG 4843 PER OR 5935 PGS 4098-4099 INC
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520275	701039000390	0100	Single Family	1	INGRAM CLARENCE E	1324 TILAPIA TRL	DELAND FL	32724	LOT 39 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5933 PG 4047 PER 7665 PG 3230 PER OR 8106 PG 3126
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520283	701039000400	0100	Single Family	1	CALDERON BOLIVAR A	1328 TILAPIA TRL	DELAND FL	32724	LOT 40 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5967 PG 1157
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520291	701039000410	0100	Single Family	1	ALEJO JOSE JR	1332 TILAPIA TRL	DELAND FL	32724	LOT 41 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 6035 PG 0142 PER OR 6980 PG 0466 PER OR 7879 PG 4281
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520305	701039000420	0100	Single Family	1	WINTER JAMES K	1336 TILAPIA TRL	DELAND FL	32724	LOT 42 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5988 PGS 1296-1297 PER D/C 6849 PG 3730
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520313	701039000430	0100	Single Family	1	ESTAVILLO JORGE	1340 TILAPIA TRL	DELAND FL	32724	LOT 43 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5977 PGS 0785-0786 INC
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520321	701039000440	0100	Single Family	1	RODRIGUEZ JOSEPH	1344 TILAPIA TRL	DELAND FL	327244721	LOT 44 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5969 PG 0599 PER OR 7602 PGS 3286-3287 PER OR 7873 PG 3275 PER OR
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520330	701039000450	0100	Single Family	1	PARRISH JOHN K	1348 TILAPIA TRL	DELAND FL	32724	LOT 45 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5973 PG 1119 PER OR 7318 PGS 4117-4119 INC
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520348	701039000460	0100	Single Family	1	NGUYEN KENNY BINH	1352 TILAPIA TRL	DELAND FL	32724	LOT 46 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5976 PG 0874 PER OR 8037 PG 2618
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520356	701039000470	0100	Single Family	1	MITCHELL DEREK MICHAEL	1345 TILAPIA TRL	DELAND FL	32724	LOT 47 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5938 PGS 1764-1765 INC PER OR 7259 PGS 1816-1817 PER OR 7317 PG 4620
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520364	701039000480	0100	Single Family	1	SLAGLE KIMBERLY J	1341 TILAPIA TRL	DELAND FL	32724	LOT 48 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 6009 PGS 4910-4911 PER OR 7028 PG 3785 PER OR 7053 PG 4569 PER OR
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520372	701039000490	0100	Single Family	1	HURST BRIAN KEITH	1337 TILAPIA TRL	DELAND FL	32724	LOT 49 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5948 PG 0353 PER OR 7615 PG 4179 PER OR 7832 PG 2801 PER OR 7878 PG
3370	BLUE LAKE WOODS	1.00	125.49	\$125.49	\$120.54	6520381	701039000500	0100	Single Family	1	ELASSAL KEVIN	3056 W ROME AVE	ANAHEIM CA	92804	LOT 50 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5967 PG 1812 PER OR 6401 PGS 4267-4269 INC PER OR 6443 PG 3868 PER OR
						6520399	70103900000B	0900	Residential Common		BLUE LAKE HOME OWNERS ASSOC	1190 PELICAN BAY DR	DAYTONA BEACH	32119	COMMON AREA TRACT B BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 6154 PG 3232
						6520402	70103900000C	0900	Residential Common		BLUE LAKE HOME OWNERS ASSOC	1190 PELICAN BAY DR	DAYTONA BEACH	32119	COMMON AREA TRACT C BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 6154 PG 3232
						6520411	70103900000D	0900	Residential Common		BLUE LAKE HOME OWNERS ASSOC	1190 PELICAN BAY DR	DAYTONA BEACH	32119	COMMON AREA TRACT D BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 6154 PG 3232
						6520429	70103900000E	0900							

CITY OF DELAND
Request for Commission Action
August 1, 2022

SUBJECT: Resolution Certifying and Adopting Assessment Roll for 2022-2023, Fiscal Year Glenwood Springs Street Lighting District.

DEPARTMENT: Admin Services

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: Resolution, Exhibit A

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

SUMMARY/HIGHLIGHT:

The City Commission previously created the Glenwood Springs Lighting District which allows the residents and lot owners in the Glenwood Springs subdivision to pay for their street lights through their tax bills. With this method, all residents will be assured of having the street lights kept on regardless of whether the home owner's association is able to collect assessments from its membership. The Florida Statutes requires the City of DeLand to certify to the Volusia County Property Appraiser the assessment roll each year by September 15. The attached resolution fulfills that requirement.

A resolution certifying the assessment roll for the Glenwood Springs Street Lighting District, is adopted by the City of DeLand each year. Each resident and lot owner with the Glenwood Springs subdivision/special assessment district will be assessed \$58.48. There are 213 parcels in the Glenwood Springs subdivision/special assessment district for a total of \$12,456.24.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This item should be revenue neutral. However, to the extent that this assessment will ensure that street lights in one of the City's subdivision remain lit, it may arguably reduce public safety costs.

RECOMMENDATION:

It is recommended that the City Commission approve the attached resolution.

BACKGROUND/DISCUSSION:

This action is the final step in putting the assessments, more particularly set forth in the attached resolution and

assessment roll, on the tax bills for the Glenwood Springs subdivision.

RESOLUTION NO. 2022 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
CERTIFYING THE ASSESSMENT ROLL FOR FISCAL YEAR 2022-2023
FOR THE GLENWOOD SPRINGS STREET LIGHTING SPECIAL
ASSESSMENT DISTRICT AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, the City of DeLand has created the Glenwood Springs street lighting special assessment district for the purposes of funding street lighting within the Glenwood Springs subdivision; and

WHEREAS, the City of DeLand is required by Section 197.3632(5)(a), Florida Statutes, to certify to the Volusia County Property Appraiser the assessment roll for the said special assessment district by September 15 of each year; and

WHEREAS, the City of DeLand desires to certify to the Volusia County Property Appraiser the assessment roll attached hereto as Exhibit "A".

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

Section 1. The City Commission of the City of DeLand hereby certifies the assessment roll for fiscal year 2022-2023 for the Glenwood Springs Street Lighting District attached hereto as Exhibit "A".

Section 2. The unit of measurement for the assessment shall be platted single family residential lots and the amount of the assessment shall be as per the attached Exhibit "A".

Section 3. The City Manager is hereby directed to immediately transmit this Resolution to the office of the Volusia County Property Appraiser.

Section 4. This Resolution shall be effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 1st day of August, 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"

Larry Bartlett, Volusia County Property Appraiser
2022 June 1st NAVA List for Glenwood Springs Streetlighting District

ROJN	PROJNAM	UNITS	Rate	AMOUNT	New Rate	AltKey	ParcelID	PC	PC_Description	#ResBldgs	OWN1	ADDR1	ADDR3	ZIPCODE	LEGDESC
						6572330	70060500000A	0900	Residential Common		GLENWOOD SPRINGS HOMEOWNERS	PO BOX 214923	SOUTH DAYTONA FL	32121	COMMON AREA FOR TRACT A GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER
						6572348	70060500000B	0900	Residential Common		GLENWOOD SPRINGS HOMEOWNERS	PO BOX 214923	SOUTH DAYTONA FL	32121	COMMON AREA FOR TRACT B GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER
						6572356	70060500000C	0900	Residential Common		GLENWOOD SPRINGS HOMEOWNERS	PO BOX 214923	SOUTH DAYTONA FL	32121	COMMON AREA FOR TRACT C GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC
						6572364	70060500000D	0900	Residential Common		GLENWOOD SPRINGS HOMEOWNERS	PO BOX 214923	SOUTH DAYTONA FL	32121	COMMON AREA FOR TRACT D GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
						6572372	70060500000E	0900	Residential Common		GLENWOOD SPRINGS HOMEOWNERS	PO BOX 214923	SOUTH DAYTONA FL	32121	COMMON AREA FOR TRACT E GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER
						6572381	70060500000F	0900	Residential Common		GLENWOOD SPRINGS HOMEOWNERS	PO BOX 214923	SOUTH DAYTONA FL	32121	COMMON AREA FOR TRACT F GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER
						6572399	70060500000G	0900	Residential Common		GLENWOOD SPRINGS HOMEOWNERS	PO BOX 214923	SOUTH DAYTONA FL	32121	COMMON AREA FOR TRACT G GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER
						6572402	70060500000H	0900	Residential Common		GLENWOOD SPRINGS HOMEOWNERS	PO BOX 214923	SOUTH DAYTONA FL	32121	COMMON AREA FOR TRACT H GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER
						6572411	70060500000I	0900	Residential Common		GLENWOOD SPRINGS HOMEOWNERS	PO BOX 214923	SOUTH DAYTONA FL	32121	COMMON AREA FOR TRACT I GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER
						6572429	70060500000J	0900	Residential Common		GLENWOOD SPRINGS HOMEOWNERS	PO BOX 214923	SOUTH DAYTONA FL	32121	COMMON AREA FOR TRACT J GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER
						6572437	70060500000K	0900	Residential Common		GLENWOOD SPRINGS HOMEOWNERS	PO BOX 214923	SOUTH DAYTONA FL	32121	COMMON AREA FOR TRACT K GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER
						6572445	70060500000L	0900	Residential Common		GLENWOOD SPRINGS HOMEOWNERS	PO BOX 214923	SOUTH DAYTONA FL	32121	COMMON AREA FOR TRACT L GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER
						6572453	70060500000M	0900	Residential Common		GLENWOOD SPRINGS HOMEOWNERS	PO BOX 214923	SOUTH DAYTONA FL	32121	COMMON AREA FOR TRACT M GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572461	7006050000010	0100	Single Family	1	CALVIN MARLENE	1525 LOUGHTON ST	DELAND FL	32720	LOT 1 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5781 PGS 3719-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572470	7006050000020	0100	Single Family	1	GANDHI MEHUL	1529 LOUGHTON ST	DELAND FL	32720	LOT 2 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 5840 PG 1666 PER
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572488	7006050000030	0100	Single Family	1	KUHLKE JEFFREY	1533 LOUGHTON ST	DELAND FL	32720	LOT 3 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5758 PGS 0951-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572496	7006050000040	0100	Single Family	1	BIRNHAKE SHERRY L	1537 LOUGHTON ST	DELAND FL	32720	LOT 4 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 5916 PG 4652 PER
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572500	7006050000050	0100	Single Family	1	DANGIOLILLO VICTOR J	1541 LOUGHTON ST	DELAND FL	32720	LOT 5 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5701 PGS 4144-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572518	7006050000060	0100	Single Family	1	HOWELL CHAD B	1524 LOUGHTON ST	DELAND FL	32720	LOT 6 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5994 PG 2892
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572526	7006050000070	0100	Single Family	1	HOLTON WILLIAM	1520 LOUGHTON ST	DELAND FL	32720	LOT 7 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 5840 PG 1666 PER
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572534	7006050000080	0100	Single Family	1	ARIAS JUAN LUIS	1529 ALDRIDGE LN	DELAND FL	32720	LOT 8 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5781 PGS 3719-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572542	7006050000090	0100	Single Family	1	ALEXANDRE JOSEPH J	1533 ALDRIDGE LN	DELAND FL	32720	LOT 9 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 5916 PG 4652 PER
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572551	7006050000100	0100	Single Family	1	ALBITREZ ALFREDO ARTURO	1537 ALDRIDGE LN	DELAND FL	327200844	LOT 10 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5840 PG 1666
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572569	7006050000110	0100	Single Family	1	EDWARDS CHRISTOPHER	1541 ALDRIDGE LN	DELAND FL	32720	LOT 11 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5916 PG 4652
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572577	7006050000120	0100	Single Family	1	MASON LEAH CHRISTINE	1232 BEXLEY CT	DELAND FL	32720	LOT 12 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5763 PGS 1511-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572585	7006050000130	0100	Single Family	1	BENITEZ LYDIA JIMENEZ TR	1128 BEXLEY CT	DELAND FL	32720	LOT 13 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5994 PG 2892
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572593	7006050000140	0100	Single Family	1	BOLIVAR JUAN KARLOS	1224 BEXLEY CT	DELAND FL	32720	LOT 14 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5994 PG 2892
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572607	7006050000150	0100	Single Family	1	WILLIAMS ADAM MCCUE	7699 LOWER DONNALLY RD	CHARLESTON WV	25304	LOT 15 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5994 PG 2892
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572615	7006050000160	0100	Single Family	1	JOHNSON THOMAS E JR	1216 BEXLEY CT	DELAND FL	32720	LOT 16 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5994 PG 2892
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572623	7006050000170	0100	Single Family	1	RIVERA ANGEL F	3701 TCU BLVD	ORLANDO FL	32817	LOT 17 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5994 PG 2892
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572631	7006050000180	0100	Single Family	1	AR CHIN INVESTMENTS INC	201 W TARRANTING DR	DELAND FL	32724	LOT 18 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5994 PG 2892
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572640	7006050000190	0100	Single Family	1	THR FLORIDA LP	1717 MAIN ST STE 2000	DALLAS TX	75201	LOT 19 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5994 PG 2892
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572658	7006050000200	0100	Single Family	1	HAIDER LATIFUL	1200 BEXLEY CT	DELAND FL	32720	LOT 20 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5994 PG 2892
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572666	7006050000210	0100	Single Family	1	2018-2 IH BORROWER LP	1717 MAIN ST STE 2000	DALLAS TX	75201	LOT 21 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5812 PGS 3309-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572674	7006050000220	0100	Single Family	1	PARDO RODOLFO	1205 BEXLEY CT	DELAND FL	32720	LOT 22 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5701 PGS 4144-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572682	7006050000230	0100	Single Family	1	ORIE BERNARD A	1209 BEXLEY CT	DELAND FL	32720	LOT 23 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5840 PG 1666
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572691	7006050000240	0100	Single Family	1	OTERO ENOELIO	1213 BEXLEY CT	DELAND FL	32720	LOT 24 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5781 PGS 3719-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572704	7006050000250	0100	Single Family	1	RICHARDS JASMINE M	1217 BEXLEY CT	DELAND FL	32720	LOT 25 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5812 PGS 3309-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572712	7006050000260	0100	Single Family	1	PRYMAK MARIA	1221 BEXLEY CT	DELAND FL	32720	LOT 26 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5812 PGS 3309-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572721	7006050000270	0100	Single Family	1	PATEL RAMESHBHAI C	1225 BEXLEY CT	DELAND FL	32720	LOT 27 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5701 PGS 4144-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572739	7006050000280	0100	Single Family	1	COULSON FITZROY DAMION	1229 BEXLEY CT	DELAND FL	32720	LOT 28 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5781 PGS 3719-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572747	7006050000290	0100	Single Family	1	MONCELSI RAYMOND EDWARD	1233 BEXLEY CT	DELAND FL	32720	LOT 29 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5763 PGS 1511-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572755	7006050000300	0100	Single Family	1	PEETS MARIA L	1232 BRAMLEY LN	DELAND FL	32720	LOT 30 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5812 PGS 3309-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572763	7006050000310	0100	Single Family	1	PRY LAURIE G	6813 E THUNDERBIRD DR	TUCSON AZ	85708	LOT 31 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5758 PGS 0951-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572771	7006050000320	0100	Single Family	1	STOVALL JAMES K	1224 BRAMLEY LN	DELAND FL	32720	LOT 32 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5812 PGS 3309-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572780	7006050000330	0100	Single Family	1	RODRIGUEZ KIRK F JR	1220 BRAMLEY LN	DELAND FL	32720	LOT 33 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5781 PGS 3719-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572798	7006050000340	0100	Single Family	1	BAHM AARON V	1216 BRAMLEY LN	DELAND FL	32720	LOT 34 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5840 PG 1666
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572801	7006050000350	0100	Single Family	1	KHOURY ADAY	1212 BRAMLEY LN	DELAND FL	327200848	LOT 35 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5758 PGS 0951-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572810	7006050000360	0100	Single Family	1	EDGCOMB ROBERT	1208 BRAMLEY LN	DELAND FL	32720	LOT 36 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5763 PGS 1511-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572828	7006050000370	0100	Single Family	1	PERRINO EUGENE L JR	1201 BRAMLEY LN	DELAND FL	32720	LOT 37 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5781 PGS 3719-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572836	7006050000380	0100	Single Family	1	MARTIN TIMOTHY	1205 BRAMLEY LN	DELAND FL	32720	LOT 38 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5840 PG 1666
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572844	7006050000390	0100	Single Family	1	CHOWDHURY MOHAMMED S	2532 RIVER TREE CIR	SANFORD FL	32771	LOT 39 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5812 PGS 3309-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572852	7006050000400	0100	Single Family	1	FRENDO CAROL J TR	1217 BRAMLEY LN	DELAND FL	32720	LOT 40 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5994 PG 2892
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572861	7006050000410	0100	Single Family	1	MERLU KEVIN	1221 BRAMLEY LN	DELAND FL	327200847	LOT 41 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5994 PG 2892
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572879	7006050000420	0100	Single Family	1	MARTINEZ DAVID	1225 BRAMLEY LN	DELAND FL	32720	LOT 42 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5916 PG 4652
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572887	7006050000430	0100	Single Family	1	FAIR RUSSELL MICHAEL	1229 BRAMLEY LN	DELAND FL	32720	LOT 43 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5916 PG 4652
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572895	7006050000440	0100	Single Family	1	DIAZ-LOPEZ BORIS	1233 BRAMLEY LN	DELAND FL	32720	LOT 44 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5701 PGS 4144-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572909	7006050000450	0100	Single Family	1	HALL MELODY M TR	1241 BRAMLEY LN	DELAND FL	32720	LOT 45 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5781 PGS 3719-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572917	7006050000460	0100	Single Family	1	BERGERON SUSAN	1252 BRAMLEY LN	DELAND FL	32724	LOT 46 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5994 PG 2892
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572925	7006050000470	0100	Single Family	1	ANDERSON PATRICIA B	1253 BRAMLEY LN	DELAND FL	32720	LOT 47 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5701 PGS 4144-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572933	7006050000480	0100	Single Family	1	TEPPER PETER W	1257 BRAMLEY LN	DELAND FL	32720	LOT 48 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5830 PG 1632
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572941	7006050000490	0100	Single Family	1	COOK JOSEPH R	1261 BRAMLEY LN	DELAND FL	32720	LOT 49 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5780 PG 0707
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6572950	7006050000500	0100	Single Family	1	COKER CHARLES L	1265 BRAMLEY LN	DELAND FL	32720	LOT 50 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5786 PG 2614
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.6											

3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573107	700605000650	0100	Single Family	1	SWEARINGEN SARAH ANGELA	1301 ISINGTON RD	DELAND FL	32720	LOT 65 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5701 PGS 4144-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573115	700605000660	0100	Single Family	1	TATANG JULIA & RUDY	1540 CLAPTON DR	DELAND FL	32720	LOT 66 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5840 PG 1666
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573123	700605000670	0100	Single Family	1	WELDON TIMOTHY PHILLIP	1536 CLAPTON DR	DELAND FL	32720	LOT 67 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5758 PGS 0951-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573131	700605000680	0100	Single Family	1	BRADLEY TROY A	1532 CLAPTON DR	DELAND FL	32720	LOT 68 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5916 PG 4652
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573140	700605000690	0100	Single Family	1	COATS BEN	1528 CLAPTON DR	DELAND FL	32720	LOT 69 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5916 PG 4652
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573158	700605000700	0100	Single Family	1	GARRETT TYLER L	1524 CLAPTON DR	DELAND FL	32720	LOT 70 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5916 PG 4652
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573166	700605000710	0100	Single Family	1	MANAOIS ANITA F	1520 CLAPTON DR	DELAND FL	32720	LOT 71 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 5916 PG 4652 PER
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573174	700605000720	0100	Single Family	1	IJARBE SANDOR	1516 CLAPTON DR	DELAND FL	32720	LOT 72 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5916 PG 4652
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573182	700605000730	0100	Single Family	1	OKEGBENRO ANTHONY	1512 CLAPTON DR	DELAND FL	32720	LOT 73 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5916 PG 4652
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573191	700605000740	0100	Single Family	1	IH3 PROPERTY FLORIDA LP	1717 MAIN ST STE 2000	DALLAS TX	75201	LOT 74 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 5840 PG 1666 PER
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573204	700605000750	0100	Single Family	1	SCHRIER MICHAEL H & RHONDA L	1504 CLAPTON DR	DELAND FL	32720	LOT 75 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 5840 PG 1666 PER
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573212	700605000760	0100	Single Family	1	CROSBY JOHN L JR	1500 CLAPTON DR	DELAND FL	32720	LOT 76 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104- 110 PER OR 5812 PGS 3309-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573221	700605000770	0100	Single Family	1					LOT 77 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573239	700605000780	0100	Single Family	1	CARRASQUILLO SUSAN M	1320 WEYMOUTH DR	DELAND FL	32720	LOT 78 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5840 PG 1666
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573247	700605000790	0100	Single Family	1	BAXTER CHARLES	1316 WEYMOUTH DR	DELAND FL	32720	LOT 79 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 5840 PG 1666 PER
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573255	700605000800	0100	Single Family	1	BOLEY KYLE DEAN	1312 WEYMOUTH DR	DELAND FL	32720	LOT 80 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5758 PGS 0951-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573263	700605000810	0100	Single Family	1	FEIJO LISA MARIE	1308 WEYMOUTH DR	DELAND FL	32720	LOT 81 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5763 PGS 1511-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573271	700605000820	0100	Single Family	1	LANDRUM CHARLES	1304 WEYMOUTH DR	DELAND FL	32720	LOT 82 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5701 PGS 4144-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573280	700605000830	0100	Single Family	1	MARZULLO FRANCIS X JR	1300 WEYMOUTH DR	DELAND FL	32720	LOT 83 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5763 PGS 1511-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573298	700605000840	0100	Single Family	1	BHAGWANDASS RAJESH	1301 WEYMOUTH DR	DELAND FL	32720	LOT 84 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 5812 PGS 3309-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573301	700605000850	0100	Single Family	1	JOHNSON JEFFREY PAUL	1313 WEYMOUTH DR	DELAND FL	32720	LOT 85 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 5840 PG 1666 PER
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573310	700605000860	0100	Single Family	1	FEIBLES ARMANDO	1317 WEYMOUTH DR	DELAND FL	32720	LOT 86 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 5781 PGS 3719-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573328	700605000870	0100	Single Family	1	SMITH VALEAKE G	1321 WEYMOUTH DR	DELAND FL	32720	LOT 87 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5758 PGS 0951-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573336	700605000880	0100	Single Family	1	CONFRYO ANDREA M	1505 CLAPTON DR	DELAND FL	32720	LOT 88 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5916 PG 4652
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573344	700605000890	0100	Single Family	1	JIMENEZ LUIS	1509 CLAPTON DR	DELAND FL	32720	LOT 89 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5916 PG 4652
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573352	700605000900	0100	Single Family	1	JACKSON GLORIA D	1513 CLAPTON DR	DELAND FL	32720	LOT 90 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 5812 PGS 3309-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573361	700605000910	0100	Single Family	1	KAZURI CAPITAL INC	6724 THORNHILL CIR	WINDERMERE FL	34786	LOT 91 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5840 PG 1666
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573379	700605000920	0100	Single Family	1	ANTHONY THOMAS P	1521 CLAPTON DR	DELAND FL	327200853	LOT 92 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5781 PGS 3719-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573387	700605000930	0100	Single Family	1	PENTON SCOTT FENNON	1525 CLAPTON DR	DELAND FL	32720	LOT 93 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5781 PGS 3719-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573395	700605000940	0100	Single Family	1	CASUL JOSELYN	1529 CLAPTON DR	DELAND FL	32720	LOT 94 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 5701 PGS 4144-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573409	700605000950	0100	Single Family	1	MALDONADO ABNER JOSE FIGUEROA	1533 CLAPTON DR	DELAND FL	32720	LOT 95 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5763 PGS 1511-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573417	700605000960	0100	Single Family	1	FISHER DEBBIE H	PO BOX 4601	DELAND FL	32721	LOT 96 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 5840 PG 1666 PER
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573425	700605000970	0100	Single Family	1	LAWSON MARLA	1541 CLAPTON DR	DELAND FL	32720	LOT 97 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5701 PGS 4144-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573433	700605000980	0100	Single Family	1	VALENCIA FABIO & AURA	1545 CLAPTON DR	DELAND FL	32720	LOT 98 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5763 PGS 1511-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573441	700605000990	0100	Single Family	1	ABRAHAM LEILA	1549 CLAPTON DR	DELAND FL	32720	LOT 99 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5916 PG 4652
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573450	700605001000	0100	Single Family	1	SHENNETT STEVEN J TR	1553 CLAPTON DR	DELAND FL	32720	LOT 100 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5758 PGS
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573468	700605001010	0100	Single Family	1	NEWCOMB CHARLES C	1272 BRAMLEY LN	DELAND FL	32720	LOT 101 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5616 PGS
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573476	700605001020	0100	Single Family	1	MORGAN RICHARD D	1268 BRAMLEY LN	DELAND FL	32720	LOT 102 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5616 PGS
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573484	700605001030	0100	Single Family	1	GRAY RITA MCKINNON	1264 BRAMLEY LN	DELAND FL	32720	LOT 103 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5616 PGS
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573492	700605001040	0100	Single Family	1	WEST TERRY L	1260 BRAMLEY LN	DELAND FL	32720	LOT 104 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5701 PGS
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573506	700605001050	0100	Single Family	1	DAVIS MARLYN	1256 BRAMLEY LN	DELAND FL	32720	LOT 105 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5616 PGS
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573514	700605001060	0100	Single Family	1	BERGERON DAVID	1252 BRAMLEY LN	DELAND FL	32724	LOT 106 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5701 PGS 4144-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573522	700605001070	0100	Single Family	1	CURTIS ALFRED E TR	1248 BRAMLEY LN	DELAND FL	32720	LOT 107 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5701 PGS
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573531	700605001080	0100	Single Family	1	SUTTLE STEPHEN D	1566 HACKNEY TER	DELAND FL	32720	LOT 108 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 6045 PG 4055
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573549	700605001090	0100	Single Family	1	PARKER KAITLIN M	1562 HACKNEY TER	DELAND FL	32720	LOT 109 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 6098 PG 3321
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573557	700605001100	0100	Single Family	1	KAWSAR ABU	1558 HACKNEY TER	DELAND FL	32720	LOT 110 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 5701 PGS 4144-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573565	700605001110	0100	Single Family	1	HUTCHINSON TIFFANY DENISE	1554 HACKNEY TER	DELAND FL	327200859	LOT 111 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 6098 PG 3321 PER
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573573	700605001120	0100	Single Family	1	VISHKURTI LAMIKA	1550 HACKNEY TERR	DELAND FL	32720	LOT 112 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 5994 PG 2892 PER
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573581	700605001130	0100	Single Family	1	ZARMATI MAURICE M	1000 S POINTE DR APT 602	MIAMI FL	331397327	LOT 113 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 6045 PG 4055 PER
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573590	700605001140	0100	Single Family	1	GORDON VADRIKA DORKESE	1545 HACKNEY TER	DELAND FL	32720	LOT 114 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 6098 PG 3321
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573603	700605001150	0100	Single Family	1	HARMS PATRICIA A	1549 HACKNEY TER	DELAND FL	32720	LOT 115 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 6098 PG 3321 PER
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573611	700605001160	0100	Single Family	1	EDWARDS LINDA L	1553 HACKNEY TERR	DELAND FL	32720	LOT 116 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 6098 PG 3321
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573620	700605001170	0100	Single Family	1	OP SPE TPA1 LLC	2150 E GERMANN RD STE 1	CHANDLER AZ	85286	LOT 117 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 6098 PG 3321
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573638	700605001180	0100	Single Family	1	DIFAZIO LISA MICHELLE	PO BOX 229242	GLENWOOD FL	32722	LOT 118 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 6045 PG 4055 PER
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573646	700605001190	0100	Single Family	1	CASSIDY DEBORAH K	1565 HACKNEY TER	DELAND FL	32720	LOT 119 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 6378 PGS 3893-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573654	700605001200	0100	Single Family	1	RIKER CHARLES E & CAROL B	1569 HACKNEY TER	DELAND FL	32720	LOT 120 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 6098 PG 3321 PER
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573662	700605001210	0100	Single Family	1	POWELL BRENDA G	1574 ALDRIDGE LN	DELAND FL	32720	LOT 121 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 6098 PG 3321 PER
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573671	700605001220	0100	Single Family	1	SCHNELL ELINOR K	1570 ALDRIDGE LN	DELAND FL	32720	LOT 122 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 6098 PG 3321
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573689	700605001230	0100	Single Family	1	HANSON MIKE	1566 ALDRIDGE LN	DELAND FL	32720	LOT 123 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5994 PG 2892
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573697	700605001240	0100	Single Family	1	FANCHER CAROLE S	1562 ALDRIDGE LN	DELAND FL	32720	LOT 124 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 6703 PG 2758
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573701	700605001250	0100	Single Family	1	AR CHIN INVESTMENTS INC	201 W TARRINGTON DR	DELAND FL	32724	LOT 125 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 6098 PG 3321
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573719	700605001260	0100	Single Family	1	REINECKE JOANNE M	1554 ALDRIDGE LN	DELAND FL	32720	

3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573905	700605001450	0100	Single Family	1	SRENG SREYBOTH HRYNKIEWICH	1516 LOUGHTON ST	DELAND FL	32720	LOT 145 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 5916 PG 4652
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573913	700605001460	0100	Single Family	1	LEE RYAN C	1512 LOUGHTON ST	DELAND FL	32720	LOT 146 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 6703 PG 2758
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573921	700605001470	0100	Single Family	1	CARLSON SABANIA C	1508 LOUGHTON ST	DELAND FL	32720	LOT 147 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 6703 PG 2758 PER
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573930	700605001480	0100	Single Family	1	ABANDO MARICHU C	1504 LOUGHTON ST	DELAND FL	32720	LOT 148 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 5781 PGS 3719-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573948	700605001490	0100	Single Family	1	FERUKU BIJJAR	1505 LOUGHTON ST	DELAND FL	32720	LOT 149 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 6703 PG 2758
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573956	700605001500	0100	Single Family	1	JELONEK ASHLEY B	1509 LOUGHTON ST	DELAND FL	32720	LOT 150 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 6703 PG 2758 PER
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573964	700605001510	0100	Single Family	1	DIMES SALEM J	1513 LOUGHTON ST	DELAND FL	32720	LOT 151 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR 6703 PG 2758
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573972	700605001520	0100	Single Family	1	TINDAL STEVEN NEAL	1517 LOUGHTON ST	DELAND FL	32720	LOT 152 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 6703 PG 2758 PER
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6573981	700605001530	0100	Single Family	1	POULTRY PRIDE INC	381 CADIE DR	DEBARY FL	32713	LOT 153 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 5758 PGS 0951-
						6786917	700607000001	0900	Residential Common		GLENWOOD SPRINGS HOMEOWNERS	PO BOX 214923	SOUTH DAYTONA FL	32121	DRAINAGE & RETENTION AREA TRACT G & TREE PRESERVATION TRACTS F I K L & M
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6786925	700607001540	0100	Single Family	1	KIMBLE TERRI LEE	1309 BRAMLEY LN	DELAND FL	32720	LOT 154 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR 6272 PG 2934
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6786933	700607001550	0100	Single Family	1	BERNARDO MARY JANE JULIAN	1308 BRAMLEY LN	DELAND FL	32720	LOT 155 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR 6391 PGS 2498-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6786941	700607001560	0100	Single Family	1	CHUA JINKY	1319 ISLINGTON RD	DELAND FL	32720	LOT 156 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6413 PGS 3610-3611 PER
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6786950	700607001570	0100	Single Family	1	PEEL STEPHANIE J	1315 ISLINGTON RD	DELAND FL	32720	LOT 157 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR 6703 PG 2758
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6786968	700607001580	0100	Single Family	1	BARBUITO ANTHONY J	1309 ISLINGTON RD	DELAND FL	32720	LOT 158 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 PER OR 6045 PG 4055 PER
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6786976	700607001590	0100	Single Family	1	JONES ISAAC	1305 ISLINGTON RD	DELAND FL	32720	LOT 159 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6045 PG 4055 PER OR
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6786984	700607001600	0100	Single Family	1	PAGAYA SMARTRESI F1 FUND PROPERTY	1950 E GREYHOUND PASS STE	CARMEL IN	46033	LOT 160 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR 6703 PG 2758
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6786992	700607001610	0100	Single Family	1	AR CHIN INVESTMENTS INC	201 W TARRANTING DR	DELAND FL	32724	LOT 161 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6045 PG 4055 PER OR
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787000	700607001620	0100	Single Family	1	HOTTINGER COLLEEN	1535 TEDDINGTON ST	DELAND FL	32720	LOT 162 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6703 PG 2758 PER OR
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787018	700607001630	0100	Single Family	1	GLICK CRAIG ALLEN	1531 TEDDINGTON ST	DELAND FL	32720	LOT 163 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR 6703 PG 2758
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787026	700607001640	0100	Single Family	1	GEORGE GWENDELIN F	1527 TEDDINGTON ST	DELAND FL	32720	LOT 164 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6703 PG 2758 PER OR
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787034	700607001650	0100	Single Family	1	PORTE ROBERT G	1523 TEDDINGTON ST	DELAND FL	32720	LOT 165 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6703 PG 2758 PER OR
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787042	700607001660	0100	Single Family	1	HELTON MARLON	1519 TEDDINGTON ST	DELAND FL	32720	LOT 166 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR 6703 PG 2758
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787051	700607001670	0100	Single Family	1	GONZALEZ RAUL JR	1515 TEDDINGTON ST	DELAND FL	32720	LOT 167 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR 6703 PG 2758
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787069	700607001680	0100	Single Family	1	RILEY TERENCE C	1511 TEDDINGTON ST	DELAND FL	32720	LOT 168 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6703 PG 2758 PER OR
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787077	700607001690	0100	Single Family	1	CHEN DENGKE	1507 TEDDINGTON ST	DELAND FL	32720	LOT 169 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR 6703 PG 2758
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787085	700607001700	0100	Single Family	1	LEWIS ANN MARIE	1503 TEDDINGTON ST	DELAND FL	32720	LOT 170 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6703 PG 2758 PER OR
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787093	700607001710	0100	Single Family	1	GRACZYK RICHARD E	1328 WEYMOUTH DR	DELAND FL	32720	LOT 171 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR 6098 PG 3321
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787107	700607001720	0100	Single Family	1	UPARI FRANK	1322 WEYMOUTH DR	DELAND FL	32720	LOT 172 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR 6198 PGS 1516-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787115	700607001730	0100	Single Family	1	PENNEKAMP JOHN D III	1336 WEYMOUTH DR	DELAND FL	32720	LOT 173 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR 6365 PGS 1556-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787123	700607001740	0100	Single Family	1	JACOBS MICHAEL D	1340 WEYMOUTH DR	DELAND FL	32720	LOT 174 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR 6045 PG 4055
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787131	700607001750	0100	Single Family	1	BECK JOSEPH LLOYD MOORE	1502 TEDDINGTON ST	DELAND FL	32720	LOT 175 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR 6703 PG 2758
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787140	700607001760	0100	Single Family	1	HAUGHWOUT KATIE L	1506 TEDDINGTON ST	DELAND FL	32720	LOT 176 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6703 PG 2758 PER OR
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787158	700607001770	0100	Single Family	1	DEMO ANNE M	1510 TEDDINGTON ST	DELAND FL	32720	LOT 177 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR 6703 PG 2758
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787166	700607001780	0100	Single Family	1	KNOP STEVEN B	1514 TEDDINGTON ST	DELAND FL	32720	LOT 178 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6703 PG 2758 PER OR
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787174	700607001790	0100	Single Family	1	CROSBY LORRAINE E	1518 TEDDINGTON ST	DELAND FL	32720	LOT 179 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6703 PG 2758 PER OR
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787182	700607001800	0100	Single Family	1	BRODY NORA	1522 TEDDINGTON ST	DELAND FL	32720	LOT 180 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6703 PG 2758 PER OR
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787191	700607001810	0100	Single Family	1	ADKINS DANNY E & DENISE TR	1528 TEDDINGTON ST	DELAND FL	32720	LOT 181 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6703 PG 2758 PER OR
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787204	700607001820	0100	Single Family	1	GARCIA-CRESPO ANGEL A	1530 TEDDINGTON ST	DELAND FL	32720	LOT 182 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6703 PG 2758 PER OR
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787212	700607001830	0100	Single Family	1	PUGH JOHN W	1534 TEDDINGTON ST	DELAND FL	32720	LOT 183 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6703 PG 2758 PER OR
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787221	700607001840	0100	Single Family	1	FRAGE RACHELLE	1538 TEDDINGTON ST	DELAND FL	32720	LOT 184 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6045 PG 4055 PER OR
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787239	700607001850	0100	Single Family	1	KOPPERNOLLE CHARLES	1542 TEDDINGTON ST	DELAND FL	32720	LOT 185 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR 6703 PG 2758
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787247	700607001860	0100	Single Family	1	BOZEMAN MICHAEL	1541 LANCASHIRE WAY	DELAND FL	32720	LOT 186 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR 6045 PG 4055
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787255	700607001870	0100	Single Family	1	BANTNER BRITTANY N	1533 LANCASHIRE WAY	DELAND FL	32720	LOT 187 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6703 PG 2758 PER OR
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787263	700607001880	0100	Single Family	1	ZBOROWSKI EDWARD	1537 LANCASHIRE WAY	DELAND FL	32720	LOT 188 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR 6703 PG 2758
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787271	700607001890	0100	Single Family	1	RIVAS ARLENE	1529 LANCASHIRE WAY	DELAND FL	32720	LOT 189 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR 6703 PG 2758
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787280	700607001900	0100	Single Family	1	BLACKWELL MARGARET	1525 LANCASHIRE WAY	DELAND FL	32720	LOT 190 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6098 PG 3321 PER OR
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787298	700607001910	0100	Single Family	1	GONZALEZ CARLO	1521 LANCASHIRE WAY	DELAND FL	32720	LOT 191 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR 6703 PG 2758
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787301	700607001920	0100	Single Family	1	DISTEFANO CRAIG J	1517 LANCASHIRE WAY	DELAND FL	32720	LOT 192 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6703 PG 2758 PER OR
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787310	700607001930	0100	Single Family	1	SFR JV-2 PROPERTY LLC	PO BOX 15087	SANTA ANA CA	92735	LOT 193 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR 6098 PG 3321
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787328	700607001940	0100	Single Family	1	ROTTMANN GISELA J	1509 LANCASHIRE WAY	DELAND FL	32720	LOT 194 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR 6703 PG 2758
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787336	700607001950	0100	Single Family	1	COWSERT LISA M	1505 LANCASHIRE WAY	DELAND FL	32720	LOT 195 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR 6703 PG 2758
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787344	700607001960	0100	Single Family	1	BEINHAEUER RICHARD C	1501 LANCASHIRE WAY	DELAND FL	32720	LOT 196 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR 6703 PG 2758
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787352	700607001970	0100	Single Family	1	PRICE JAMES WAYNE	1500 LANCASHIRE WAY	DELAND FL	32720	LOT 197 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6045 PG 4055 PER OR
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787361	700607001980	0100	Single Family	1	POWERS STEPHANIE Y	1504 LANCASHIRE WAY	DELAND FL	32720	LOT 198 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6098 PG 3321 PER OR
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787379	700607001990	0100	Single Family	1	PEACOCK PATRICIA M	1508 LANCASHIRE WAY	DELAND FL	32720	LOT 199 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR 6098 PG 3321
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787387	700607002000	0100	Single Family	1	RILEY CAROL J	112 WATERFORD LN	NORTH SPRINGFIELD VT	05150	LOT 200 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR 6358 PG 0412
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787395	700607002010	0100	Single Family	1	KNOP STEVEN B	1514 TEDDINGTON ST	DELAND FL	32720	LOT 201 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR 6703 PG 2758
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787409	700607002020	0100	Single Family	1	FORBES KIMBERLY	1520 LANCASHIRE WAY	DELAND FL	32720	LOT 202 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR 6703 PG 2758
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787417	700607002030	0100	Single Family	1	GOLDEN MARY E	1524 LANCASHIRE WAY	DELAND FL	32720	LOT 203 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR 6367 PGS 1344-
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787425	700607002040	0100	Single Family	1	KEIN SHIRLEY LARUE TR	1528 LANCASHIRE WAY	DELAND FL	32720	LOT 204 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR 6045 PG 4055
3360	GLENWOOD SPRINGS	1.00	58.62	\$58.62	\$58.48	6787433	700607002050	0100	Single Family	1	HERNANDEZ FERNANDO EST	1532 LANCASHIRE WAY	DELAND FL	32720	LOT 205 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR 6703 PG 2758
3360	GLENWOOD SPRINGS	1.00													



The CITY OF DELAND
Volusia County, Florida

Certificate of Recognition

***Presented to Local Legend Summer Employment Program Sponsored by
Sisters Build Network for Girls, Inc., Man Up and Career Source
Flagler/Volusia***

Whereas, Local LEGEND (lead, explore, grow, elevate, network and development) Program brought together a group of 50 students, age 12-18 to work with mentoring businesses; and

Whereas, the students engaged in a variety of topics in the summer program which enhances life, entrepreneurial, productivity and communication skills to prepare them for the workforce and community building; and

Whereas, depending on the age of the student and their level of responsibility the students were able to earn up to \$1,500; and

Whereas, many of the volunteer businesses were in West Volusia; and

Whereas, the businesses who are mentoring the students are Rising Against All Odds, Joe Hearn Events, Create Space, Pretty Little Things, Ms. Preppy Pants, Bodei & Soul, Landis Graham French Law Firm, Hampton Inn, Kneading Sweets Bakery, House Next Door, Mitzis First Impressions, Kinks Coils and Waves, Prosperity Place, LLC, Debra Pardee, New Hope Church of Deltona, Greeknalia of Daytona Beach and Compack of Sanford.

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 tender this Certificate of Recognition to the students who participated in the ***Local Legend Summer Employment Program sponsored by the Sisters Build Network for Girls, Inc. Man Up and Career Source Flagler/Volusia*** and wish them continued success now and in the future.

Done and proclaimed this 1st day of August 2022.

Robert F. Apgar, Mayor

Attest

Julie A. Hennessy, City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
August 1, 2022

SUBJECT: Employee Years of Service Award.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS:

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

SUMMARY/HIGHLIGHT:

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

10 Years of Service

Darryl Wilks, Utilities Department

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the City Commission present the service award

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
August 1, 2022

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

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Resolution, FY 21-22 Budget Amendment Details - Revised

APPROVED BY: Michael Pleus, City Manager, July 27, 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:

Amended changes with the impact on each fund are itemized in the attached summary. Operating contingency balances after these amendments are as follows:

General Fund	\$171,786
Water & Sewer Fund	\$194,156
Airport Fund	\$33,285
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, CONFISCATED TRUST 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		46,288,903	0	246,800	46,042,103
Intergovernmental Revenue					
001-0000-331-621	US DEPT OF TREASURY	246,800	0	246,800	0
EXPENDITURES		46,288,903	6,041	252,841	46,042,103
Economic Development					
001-1117-549-100	OTHER OBLIGATIONS	225	3,688	0	3,913
Transfers					
001-9999-991-190	TRANSFER TO GRANTS & SPEC REV	3,996,652	668	0	3,997,320
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	2,687,185	0	1,685	2,685,500
Contingency					
001-9990-999-100	CONTINGENCY	174,457	1,685	4,356	171,786
001-9990-999-300	SAVINGS CONTINGENCY	2,428,266	0	246,800	2,181,466

CONFISCATED TRUST FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		78,400	0	0	78,400
EXPENDITURES		78,400	60,400	60,400	78,400
Police					
109-1226-663-000-PD2209	RECON CORE SIMILATOR	0	49,150	0	49,150
109-1226-664-000-PD2210	K-9 GERMAN SHEPARD FEMALE ZOIE	0	11,250	0	11,250
109-1229-549-100	OTHER OBLIGATIONS	78,400	0	60,400	18,000

GRANTS AND SPECIAL REVENUE FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		8,810,060	668	0	8,810,728
	Other Sources Revenue				
190-9999-381-001	TRANSFER FROM GENERAL FUND	879,813	668	0	880,481
EXPENDITURES		8,810,060	668	0	8,810,728
	Parks				
190-1403-663-000-PR2202	PLAYGROUND EQUIPMENT - JACKSON LANE PARK	42,000	668	0	42,668

CAPITAL FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		3,997,056	1,727	1,685	3,997,098
	Other Sources Revenue				
300-9999-381-001	TRANSFER FROM GENERAL FUND	2,687,185	0	1,685	2,685,500
300-9999-381-480	TRANSFER FROM P&I FUND	221,433	1,685	0	223,118
300-0000-380-000	USE OF RESERVES	11,419	42	0	11,461
EXPENDITURES		3,997,056	42	0	3,997,098
	Streets				
300-1302-664-000-PW2204	TRAILER FOR EXCAVATOR KX040	6,650	42	0	6,692

WATER AND SEWER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		49,311,702	197,958	0	49,509,660
	Charges for Services				
401-0000-343-600	W&S LABORATORY SERVICES	36,641	197,958	0	234,599
EXPENDITURES		49,311,702	399,855	201,897	49,509,660
	Utilities Administration				
401-4201-661-000	LAND ACQUISITION	185,000	0	185,000	0
401-4201-661-000-UT2247	UT ADMIN COMPLEX LAND ACQUISITIONS	0	185,000	0	185,000
	Water Production				
401-4203-552-500	W & WW CHEMICALS	111,611	10,000	0	121,611
	Wastewater Treatment				
401-4205-546-400	EQUIPMENT MAINTENANCE	76,640	15,000	0	91,640
401-4205-552-500	W & WW CHEMICALS	208,215	25,130	0	233,345
401-4205-662-000-UT2222	NASH WRF ENG, PLANNING & CONSTRUCTION	2,540,000	42,450	0	2,582,450
401-4205-663-000-UT2009	RECLAIM ADELLE AVE LOOP	30,333	5,071	0	35,404

WATER AND SEWER FUND (Continued)

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
EXPENDITURES		49,311,702	399,855	201,897	49,509,660
	Utilities Maintenance				
401-4206-546-400	EQUIPMENT MAINTENANCE	87,500	68,881	0	156,381
401-4206-664-000-UT2230	L/S#55 PUMP & CONTROL PANEL REPLACEMENT	55,102	154	0	55,256
401-4206-664-000-UT2232	L/S#76 PUMP & CONTROL PANEL REPLACEMENT	65,640	336	0	65,976
401-4206-664-000-UT2234	L/S#75 GENERATOR	41,754	361	0	42,115
	Facilities Maintenance				
401-4208-546-100	BUILDING MAINTENANCE	5,000	16,897	0	21,897
401-4208-662-000-FM2201	RECOAT METAL ROOF AT 226 W MICHIGAN AVE	16,897	0	16,897	0
401-4208-664-000-FM2204	FORD TRANSIT T-350 CARGO VAN	49,451	10,350	0	59,801
	Wastewater Collection				
401-4210-552-100	OPERATING SUPPLIES	46,650	20,000	0	66,650
401-4210-664-000-UT2243	SEWER JET TRUCK	454,894	225	0	455,119

AIRPORT FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		9,692,181	248,000	351,994	9,588,187
	Airport Showcase				
430-0000-347-431-SHOW21	SHOWCASE-ADMISSIONS	21,238	0	6,099	15,139
430-0000-347-432-SHOW21	SHOWCASE-VENDORS	64,176	0	28,105	36,071
430-0000-347-433-SHOW21	SHOWCASE-MISCELLANEOUS	12,735	0	7,790	4,945
	Intergovernmental Revenue				
430-0000-389-200-AP1903	REHAB E&W APRON & ELEC HOMERUN	3,104,718	0	310,000	2,794,718
430-0000-389-320-AP1903	REHAB E&W APRON & ELEC HOMERUN	420	248,000	0	248,420
EXPENDITURES		9,692,181	0	103,994	9,588,187
430-4300-531-400-SHOW22	SHOWCASE - PROF SERVICES	8,911	0	8,181	730
430-4300-544-200-SHOW22	SHOWCASE - RENTALS & LEASES	16,996	0	16,996	0
430-4300-545-200-SHOW22	SHOWCASE - INSURANCE	89	0	89	0
430-4300-548-200-SHOW22	SHOWCASE - MARKETING	31,101	0	28,432	2,669
430-4300-552-150-SHOW22	SHOWCASE - SUPPLIES	235	0	235	0
430-9990-999-100	CONTINGENCY	83,346	0	50,061	33,285

STORMWATER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		3,660,961	9,300	0	3,670,261
	Other Sources Revenue				
450-0000-380-000	USE OF RESERVES	659,062	9,300	0	668,362
EXPENDITURES		3,660,961	9,300	0	3,670,261
450-4500-664-000-SW2213	FULLY BUILT CAMERA INSPECTION VEHICLE	183,036	9,300	0	192,336

PERMITS AND INSPECTIONS FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		3,598,636	1,685	0	3,600,321
	Other Sources Revenue				
480-0000-380-200	FUNDS C/O FROM PRIOR YEAR	716,653	1,685	0	718,338
EXPENDITURES		3,598,636	1,685	0	3,600,321
	Transfers				
480-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	221,433	1,685	0	223,118

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, 2022-27, 2022-45 and 2022-48.

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

PASSED AND DULY ADOPTED this 1st day of August, 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		0	246,800	
001-0000-331-621	US DEPT OF TREASURY		246,800	decrease funding for double budgeted revenues Homeless Shelter, VDI licenses, & Grants
EXPENDITURES		6,041	252,841	
001-1117-549-100	OTHER OBLIGATIONS	3,688		increase appropriation for newspaper advertisements
001-9999-991-190	TRANSFER TO GRANTS & SPEC REV	668		increase appropriation for Shade Structure at Chisholm Center
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND		1,685	decrease appropriation for correction of transfer for planar for fire station
001-9990-999-100	CONTINGENCY	1,685		increase appropriation for correction of transfer for planar for fire station
001-9990-999-100	CONTINGENCY		4,356	decrease appropriation for newspaper advertisements and Shade Structure at Chisholm Center
001-9990-999-300	SAVINGS CONTINGENCY		246,800	decrease appropriation for double budgeted revenues Homeless Shelter, VDI licenses, & Grants
CONFISCATED FUND				
REVENUES		0	0	
EXPENDITURES		60,400	60,400	
109-1226-663-000-PD2209	RECON CORE SIMILATOR	49,150		increase appropriation for Recon Core Simulator
109-1226-664-000-PD2210	K-9 GERMAN SHEPARD FEMALE ZOIE	11,250		increase appropriation for purchase of K-9 German Shepard
109-1229-549-100	OTHER OBLIGATIONS		60,400	decrease appropriation for Recon Core Simulator and K-9 German Shepard
GRANT & SPECIAL				
REVENUE FUND				
REVENUES		668	0	
190-9999-381-001	TRANSFER FROM GENERAL FUND	668		increase funding for Shade Structure at Chisholm Center
EXPENDITURES		668	0	
190-1403-663-000-PR2202	SHADE STRUCTURE AT CHISHOLM CENTER	668		increase appropriation for Shade Structure at Chisholm Center
CAPITAL FUND				
REVENUES		1,727	1,685	
300-9999-381-001	TRANSFER FROM GENERAL FUND		1,685	decrease funding for correction of transfer for planar for fire station
300-9999-381-480	TRANSFER FROM P&I FUND	1,685		increase funding for correction of transfer for planar for fire station
300-0000-380-000	USE OF RESERVES	42		increase use of reserves for excavator trailer
EXPENDITURES		42	0	
300-1302-664-000-PW2204	TRAILER FOR EXCAVATOR KX040	42		increase appropriation for excavator trailer

FY 21-22 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
WATER & SEWER FUND				
REVENUES		197,958	0	
401-0000-343-600	W&S LABORATORY SERVICES	197,958		increase funding from laboratory services
EXPENDITURES		399,855	201,897	
401-4201-661-000	LAND ACQUISITION		185,000	decrease appropriation for reclassification of land acquisition for UT Admin Complex
401-4201-661-000-UT2247	UT ADMIN COMPLEX LAND ACQUISITIONS	185,000		increase appropriation for reclassification of land acquisition for UT Admin Complex
401-4203-552-500	W & WW CHEMICALS	10,000		increase appropriation for chemicals
401-4205-546-400	EQUIPMENT MAINTENANCE	15,000		increase appropriation for equipment maintenance
401-4205-552-500	W & WW CHEMICALS	25,130		increase appropriation for chemicals
401-4205-662-000-UT2222	NASH WRF ENG, PLANNING & CONSTRUCTION	42,450		increase appropriation for CMAR for UAB & WRF Plant Expansion
401-4205-663-000-UT2009	RECLAIM ADELLE AVE LOOP	5,071		increase appropriation for Reclaim Adelle Ave Loop
401-4206-546-400	EQUIPMENT MAINTENANCE	17,906		increase appropriation for New Sulzer/ABS Submersible Pumps
401-4206-546-400	EQUIPMENT MAINTENANCE	50,975		increase appropriation for L/S#79 Remove & Replace (3) 10" Suction
401-4206-664-000-UT2230	L/S#55 PUMP & CONTROL PANEL REPLACEMENT	154		increase appropriation for L/S#55 Pump & Control Panel Replacement
401-4206-664-000-UT2232	L/S#76 PUMP & CONTROL PANEL REPLACEMENT	336		increase appropriation for L/S#76 Pump & Control Panel Replacement
401-4206-664-000-UT2234	L/S#75 GENERATOR	361		increase appropriation for L/S#75 Generator
401-4208-546-100	BUILDING MAINTENANCE	16,897		increase appropriation for reclassification of recoating of metal roof at 226 W Michigan Ave
401-4208-662-000-FM2201	RECOAT METAL ROOF AT 226 W MICHIGAN AVE		16,897	decrease appropriation for reclassification of recoating of metal roof at 226 W Michigan Ave
401-4208-664-000-FM2204	FORD TRANSIT T-350 CARGO VAN	10,350		increase appropriation for T-350 Van
401-4210-552-100	OPERATING SUPPLIES	20,000		increase appropriation for operating supplies
401-4210-664-000-UT2243	SEWER JET TRUCK	225		increase appropriation for Sewer Jet Truck
AIRPORT FUND				
REVENUES		248,000	351,994	
430-0000-347-431-SHOW21	SHOWCASE-ADMISSIONS		6,099	decrease funding for Showcase due to cancellation of the event
430-0000-347-432-SHOW21	SHOWCASE-VENDORS		28,105	decrease funding for Showcase due to cancellation of the event
430-0000-347-433-SHOW21	SHOWCASE-MISCELLANEOUS		7,790	decrease funding for Showcase due to cancellation of the event
430-0000-389-200-AP1903	REHAB E&W APRON & ELEC HOMERUN		310,000	decrease FAA funding for Rehab E&W Apron & Electric Homeruns (Correction)
430-0000-389-320-AP1903	REHAB E&W APRON & ELEC HOMERUN	248,000		increase FDOT funding for Rehab E&W Apron & Electric Homeruns (Correction)
EXPENDITURES		0	103,994	
430-4300-531-400-SHOW22	SHOWCASE - PROF SERVICES		8,181	decrease appropriation for Showcase due to cancellation of the event
430-4300-544-200-SHOW22	SHOWCASE - RENTALS & LEASES		16,996	decrease appropriation for Showcase due to cancellation of the event
430-4300-545-200-SHOW22	SHOWCASE - INSURANCE		89	decrease appropriation for Showcase due to cancellation of the event
430-4300-548-200-SHOW22	SHOWCASE - MARKETING		28,432	decrease appropriation for Showcase due to cancellation of the event
430-4300-552-150-SHOW22	SHOWCASE-SUPPLIES		235	decrease appropriation for Showcase due to cancellation of the event
430-9990-999-100	CONTINGENCY		50,061	decrease contingency for net budget activity
STORMWATER FUND				
REVENUES		9,300	0	
450-0000-380-000	USE OF RESERVES	9,300		increase funding to provide funds for T-350 instead of T-250 (supply issue)
EXPENDITURES		9,300	0	
450-4500-664-000-SW2213	FULLY BUILT CAMERA INSPECTION VEHICLE	9,300		increase appropriation to provide funds for T-350 instead of T-250 (supply issue)
PERMITS & INSPECTIONS FUND				
REVENUES		1,685	0	
480-0000-380-200	FUNDS C/O FROM PRIOR YEAR	1,685		increase funding for correction of transfer for planar for fire station
EXPENDITURES		1,685	0	
480-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	1,685		increase appropriation for correction of transfer for planar for fire station

CITY OF DELAND
Request for Commission Action
August 1, 2022

SUBJECT: Resolution Approving the Delegation of Authority to the City Manager or, by Delegation to the Chief of Police, to Approve Mutual Aid Agreements.

DEPARTMENT: Police

PREPARED BY: Jason Umberger, Police Chief

ATTACHMENTS: Resolution

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

SUMMARY/HIGHLIGHT:

A resolution delegating authority to the City Manager or, by sub-delegation to the Chief of Police, to approve mutual aid agreements between the City Police Department and other law enforcement agencies and public safety agencies is being proposed for approval by the City Commission.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The proposed action has no un-budgeted impact to the taxpayers of the City.

RECOMMENDATION:

City staff recommends that the City Commission approve the attached Resolution delegating authority to the City Manager or, by sub-delegation to the Chief of Police, to approve mutual aid agreements between the City Police Department and other law enforcement agencies and public safety agencies is being proposed for approval by the City Commission.

BACKGROUND/DISCUSSION:

During emergencies, uniquely technical or expertise-driven circumstances, and in very onerous and unusual situations impacting the City's law enforcement personnel or their capacity or expertise, other agencies are looked to in order to adequately serve the citizens of the City. Likewise, when other law enforcement or public safety agencies have the need for available City resources, they may call upon the City to provide assistance. This type of mutual aid/assistance has been a long-standing feature of providing high quality law enforcement services to the citizens of jurisdictions. Oftentimes, this collaborative effort occurs in the context of task forces relating to drug enforcement, gang interdiction, homeland security measures, emergency circumstances, SWAT teams and like activities.

These arrangements are usually the result of mutual aid agreements which can be entitled in many different

ways such as memorandums of understanding, interagency agreements, etc., and which implement controlling Florida law such as Section 252.38, *Florida Statutes*, which provides, among other things, that “afeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision of the State.” The policy and purpose of Florida law is to allow for law enforcement agencies to address the existing and continuing possibility of the occurrence of natural or manmade disasters or emergencies and other major law enforcement problems, including those that cross jurisdictional lines. In order to ensure that preparations within the State of Florida will be adequate to deal with such activity, protect the public peace and safety, and preserve and safeguard the lives and property of the citizens of Florida, Florida law, including the home rule powers granted to local governments as well as provisions of Chapters 23, 125, 163, 166 and 252, *Florida Statutes*, and other pertinent law, allows or encourages local governments to engage in mutual assistance in order to best protect the public health, safety and welfare. Also, on occasion, agreements are made in order to implement Federal law enforcement assistance programs sponsored by the United States Department of Justice, the Federal Bureau of Investigation, the United States Department of Homeland Security, etc.

In order to save staff time and City Commission agenda time which can be devoted to more policy-based issues, as well as in order to address matters on an iterative, as needed, basis; it would be prudent for the City Commission to authorize the City Manager, or by sub-delegation from the City Manager, the Chief of Police, to enter agreements (mutual aid or assistance agreements or the like, by whatever name) in order to facilitate, in an expeditious manner, the cooperation and collaboration of the City with other agencies in order to best serve the citizens of the City.

Proposed Resolution Number 2022-XXXX accomplished the goals discussed above by delegating authority to the City Manager or, by sub-delegation to the Chief of Police, to approve mutual aid agreements between the City Police Department and other law enforcement agencies and public safety agencies.

Resolution Number 2022-XXXX provides that such agreements may not be entered which will result in unfunded obligations to the City as determined by the City Manager. Thus, the appropriation and budgetary powers of the City Commission are respected.

RESOLUTION NO. 2022 –

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, DELEGATING AUTHORITY TO THE CITY MANAGER OR, BY DELEGATION OF THE CITY MANAGER TO THE CHIEF OF POLICE, TO APPROVE MUTUAL AID AGREEMENTS, BY WHATEVER NAME OR TITLE, BETWEEN THE CITY POLICE DEPARTMENT AND OTHER LAW ENFORCEMENT AGENCIES AND PUBLIC SAFETY AGENCIES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORIZATION TO DELEGATE AUTHORITY TO THE CHIEF OF POLICE; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City of DeLand has complied with all requirements and procedures of Florida law in developing, processing and advertising this Resolution; and

WHEREAS, the City Commission of the City of DeLand finds and determines that mutual aid agreements, by whatever title or name, when relating to matters that do not require additional budgetary action by the City Commission are beneficial to the functioning of the City's Police Department and the many programs and operational projects of the Department and provide diverse capacities and capabilities to the Department in a multitude of ways and means; and

WHEREAS, the City Commission of the City of DeLand determines that the enactment 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. Legislative Findings And Intent. The City Commission of the City of DeLand finds and determines as follows:

(a). The City Commission of the City of DeLand hereby adopts and incorporates into this Resolution the recitals (whereas clauses) set forth herein as the legislative findings and intent of the City Commission.

(b). Controlling Florida law (such as Chapter 23, *Florida Statutes*) authorizes State and local law enforcement agencies in the State of Florida, to enter into mutual aid agreements

with other law enforcement agencies for the purpose of allowing State and local law enforcement officers to assist in the enforcement of laws as may be authorized by the terms of the agreements.

(c). Section 252.38, *Florida Statutes*, provides, among other things, that “[s]afeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision of the State.” The policy and purpose of Florida law is to allow for law enforcement agencies to address the existing and continuing possibility of the occurrence of natural or manmade disasters or emergencies and other major law enforcement problems, including those that cross jurisdictional lines, and in order to ensure that preparations of within the State will be adequate to deal with such activity, protect the public peace and safety, and preserve and safeguard the lives and property of the citizens of Florida; Florida law (the home rule powers granted to local governments as well as provisions of Chapters 125, 163, 166, and 252, *Florida Statutes*, and other pertinent law) allows or encourages local governments to engage in mutual assistance in order to best protect the public health, safety and welfare. It is the design, purpose and intention of this Resolution to enhance the services of law enforcement and public safety departments, individually and collectively, by making the most efficient use of their respective powers, resources and capabilities and by cooperating and collaborating in the use of their respective powers, resources and capabilities in regard to law enforcement and emergency functions. Additionally, it is not unusual that the Police Department and other law enforcement agencies and public safety agencies enter into operational agreements to implement programs of Federal agencies such as, but not limited to, Federal law enforcement assistance programs sponsored by the United States Department of Justice, the Federal Bureau of Investigation, the United States Department of Homeland Security, etc.

(d). The City Commission of the City of DeLand hereby finds that collaboration and cooperation with other jurisdictions relative to a wide array of law enforcement matters and public safety functions is in the public interest and benefits the citizens of the City.

(e). The City Commission recognizes the significant benefit to the City of providing “hands across the borders” by law enforcement jurisdictions and public safety agencies in order to effectively address law enforcement and public safety emergencies. This strategy allows for the sharing of resources by cooperating and collaborating jurisdictions, the devotion of expertise that one jurisdiction may have, but another lack to common problems, and the reduction of public expenditures through duplications personnel and programs focused on intermittent law enforcement and public safety requirements.

(f). Article II, Section 13 of the *City Charter of the City of DeLand* relates to the general powers and duties of the City Commission and provides, in pertinent part, that “[e]xcept as otherwise provided in this Charter, all powers of the City and the determination of all matters of policy shall be vested in the City Commission” such as appropriation and funding matters.

(g). Article III, Section 34 of the *City Charter of the City of DeLand* relates to the powers and duties of the City Manager and provides, in pertinent part, that “[t]he City Manager shall be the chief administrative officer and head of the administrative branch of the city government . . .” and a leading role of the City Manager is to implement the policies and funding decisions of the City Commission.

Section 2. Delegation of Authority to Negotiate and Enter Mutual Aid Agreements.

(a). The City Commission of the City of DeLand hereby delegates plenary authority to the City Manager to negotiate and execute mutual aid agreements (of whatever, type or nature, and by whatever title or name), as provided under controlling Federal and Florida law, which involve the operations, actions, programs and projects of the Police Department; provided, however, that such agreements do not result in unfunded obligations to the City as determined by the City Manager.

(b). The City Manager may delegate the authority delegated herein to the City's Police Chief as the City Manager deems appropriate.

Section 3. Savings.

The prior actions of the City of DeLand relating to the approval and implementation of mutual aid agreements, emergency management and related activities are hereby ratified and affirmed.

Section 4. Future Implementing Actions.

(a). The City Manager is hereby granted authority to take any and all necessary administrative actions that may be desirable or necessary to implement the actions taken in this Resolution.

(b). The City Attorney is instructed to review and approve mutual aid agreements and assist the City Manager in the implementation of this Resolution.

(c). The City Clerk - Auditor is hereby granted authority to attest to and approve such mutual aid agreements as may be presented to her by the City Manager.

Section 5. Conflicts.

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

Section 6. Severability.

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

Section 7. Effective Date.

This Resolution shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED this 1st day of August, 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
August 1, 2022

SUBJECT: Resolution Approving the Support of the Placement of the National Monument at Ed Stone Park.

DEPARTMENT: City Clerk

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: Resolution of Support West Volusias Proposed National WW2 Memorial

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

SUMMARY/HIGHLIGHT:

As discussed at the July 18th meeting, the US Army tugboat group is asking for formal City support to locate the ST479 Tiger at Ed Stone Park. The Resolution would be presented to the County Council with the groups formal request.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None

RECOMMENDATION:

Approve the attached Resolution in support of locating the ST479 Tiger at Ed Stone Park.

BACKGROUND/DISCUSSION:

N/A

RESOLUTION NO. 2022 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
SUPPORT OF THE PLACEMENT OF ST 479 TIGER AT ED STONE PARK
ON SR44 AND THE ST. JOHNS RIVER; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the ST 479 Tiger is believed to have served after D-Day in the Normandy Invasion of 1944 and is most certainly the only US Army ST tugboat to ever return home to where it was built out of over 550 built or purchased making Tiger so important on a national level; and

WHEREAS, the 78-year old ST 479 Tiger needs to be relocated to a permanent site, and ultimately should be out of the water to help preserve and minimize maintenance; and

WHEREAS, Ed Stone Park is a well-attended site which will have great visibility from the new bridge and the river; and

WHEREAS, Ed Stone Park would host ST 479 Tiger as a static National Monument recognizing World War II veterans and the construction of Tiger at Lake Beresford and this location would be very accessible for veterans or their families who wish to visit the park; and

WHEREAS, the ST 479 Tiger could be placed on the southernmost segment of the walkway near SR44 where there is concrete that is about 10 foot wide; and

WHEREAS, a new reinforced slab to support the 140-ton tugboat would need to be added, but no trees would need to be removed and only minimal other accommodations would need to be made at this location.

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

Section 1. Based on all of the potential St. Johns riverfront or lakefront sites in Volusia County for the proposed static National Monument honoring the Crews and Builders of US Army tugboats including ST 479 Tiger, Ed Stone Park is supported by the City of DeLand. The City Commission respectfully requests that the Volusia County Council approve this site as the permanent home of ST 479 Tiger in recognition of its construction at Lake Beresford and the role tugboats built here played in World War II.

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

PASSED AND DULY ADOPTED this 1st day of August, 2022.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

CITY OF DELAND
Request for Commission Action
August 1, 2022

SUBJECT: Consideration re Renewal of Contract with Florida Health Care (FHC) Plans for FY 2022-2023.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS: FHC Contract, FHC Addendum

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

SUMMARY/HIGHLIGHT:

Each year the City of DeLand holds its annual insurance open enrollment of the city's insurance benefits. The City's insurance committee met between February and April this year to discuss the benefits of releasing a request for proposal (RFP). In April of this year, the City's Purchasing Department, in coordination with Brown and Brown (the City's Agent of Record), the RFP was released. The RFP closed on May 18th and Florida Health Care was the only provider who submitted a bid.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The cost of Health Insurance will increase 9.9% for FY 2022-2023 across the board for all three health insurance plans offered by the City. Per the proposed budget, the portion of the monthly premium paid by the City per employee will go up from \$522 in FY 21/22 to \$574 in FY 22/23. The total cost of health insurance included in the proposed FY 22-23 budget is \$3,123,187.

RECOMMENDATION:

It is recommended the City Commission renew the contract for medical insurance with Florida Health Care for Fiscal Year 2022-2023.

BACKGROUND/DISCUSSION:

The City will continue to provide three types of medical plans with three tiers in each plan of coverage for our employees:

- A. HMO Basic Coverage (City pays the employee rate)
- B. HMO (City pays up to the basic rate)
- C. POS (City pays up to the basic rate)

The employee pays the difference for the higher level coverage and to cover qualified dependents.
This contract continues with a four county area of coverage with high end facilities in Seminole and Orange County.

All three plans will provide the following:

1. Expanded provider access under BCBS for Volusia, Flagler, Orange, and Seminole Counties.
2. Accept the My Health on Site Physician as a FHC PCP and referring physicians to an expanded network.
3. Wellness Rider with free membership to many fitness centers, ie., YMCA, Planet Fitness etc.
4. Pre authorization of medical care for processing of enhanced quality of care for medical needs for our employees in and out of the network.
5. Work Force Wellness workshops for employees and dependents.
6. Extended network for medical facilities Orlando Regional Medical Center (ORMC), Winnie and Arnold Palmer Children's Hospital, Central Florida Health (Sanford), Shands, Mayo, Moffat and MD Anderson Cancer and Research Center.
- 7.

New rates for FY 2022-2023:

HMO/Basic:

Employee only: \$ 532.77
Employee +one/child: \$ 825.79
Employee + Family: \$ 1,038.90

HMO Standard:

Employee only: \$ 687.53
Employee + one/child \$ 1,065.68
Employee + Family: \$ 1,340.70

POS:

Employee only \$ 798.43
Employee + one/child \$ 1,237.56
Employee+ Family: \$ 1,556.92



July 8, 2022

Dear Robert F. Apgar,

It is Florida Health Care Plans' continued pleasure to provide health care coverage to **City of DeLand & DeLand Housing Authority**, employees.

FHCP is proud to once again claim top honors in the News-Journal Reader's Choice Award as the "Best HMO Around". This honor reflects our commitment to offer the highest quality medical care and service to our members' at the most affordable price.

FHCP strives to provide the most competitive rates available. Please be advised that the renewal rates for this organization were determined based on the cost factors for the current employee census. If the actual census or employees who participate in FHCP changes significantly, this could have a material impact on rates, either positive or negative. If based on actual enrollment, rates reflect a greater than 10% variance; FHCP reserves the right to make necessary adjustments.

I have attached the following contract documents for your group for this renewal period.

- FHCP Large Group Insurance Contract
- Employer Application
- Group Contract Information Page that provides the plan rates
- Applicable Rider(s)
- Summary of Benefit and Coverage (SBC) Document(s)

Please confirm **City of DeLand & DeLand Housing Authority's** acceptance of FHCP coverage by:

- 1) **Reviewing and signing** the attached FHCP Large Group Insurance Contract.
- 2) **Completing and signing** the attached Employer Application.
- 3) **Reviewing and signing** the attached Group Contract Information page.

Please return these documents to me **as soon as possible**, along with your member enrollment spreadsheet or applications. You can scan and email the signed contract documents to jen.ferreira@bcbsfl.com or fax them to me at 386-676-7119.

If you have any questions, please feel free to contact me at 386-615-5076, or **David Miller**, your Account Management Specialist at **386-615-5074**.

Sincerely,

Jen Ferreira, Sales Coordinator

Attachments

**FLORIDA HEALTH CARE PLAN, INC.
1340 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117**

**Group Insurance Contract
(herein called the Contract)**

Florida Health Care Plan, Inc., (hereinafter called FHCP), agrees to provide the health care services described under the provisions of the Group Plan as further described in the applicable Certificate of Coverage, Schedule of Benefits, and other applicable documents, to all Covered Employees of the Employer and their Covered Dependents. The provision of services is subject to all of the terms on this page and those that follow, including any limitations, restrictions or exclusions, as well as any amendments made a part of this Group Plan.

The Employer may act on behalf of all eligible employees and dependents. Every act by, agreement made with, or notice given to the Employer will be binding on all Covered Employees and Covered Dependents.

This Group Plan is issued in consideration of the application of the Employer and payment of Premium in advance by the Employer at FHCP's corporate office in Holly Hill, FL 32117

This Group Plan is effective on the Group Effective Date shown on the Group Plan Information Page. The first Premium covers the period starting on the Group Effective Date.

The parties hereto have caused this Agreement to be executed by their duly authorized officers or agents.

FLORIDA HEALTH CARE PLAN, INC.

By:  Date: 07/08/2022
L. Melaine Ruel
CFO

GROUP / EMPLOYER

By: _____ Date: _____
Authorized Representative

City of DeLand & DeLand Housing Authority Group #: 732 & 733 Effective Date: 10/01/2022
Company Name

1. Responsibilities of the Employer

The Employer acknowledges that is eligible for the health care coverage provided under this Group Plan by virtue of being an Employer, as defined in the Florida Statutes and applicable law, at the time this Group Plan is issued. The Employer shall offer to all eligible employees the opportunity to become a Covered Employee under this Group Plan. Such offer shall be made in such a fashion that employees are made aware, and understand, that this Group Plan contains a benefit structure that may require the use of a Primary Care Physician and/or Participating Providers.

The Employer shall pay FHCP the applicable Premium as further described herein. The Employer may require an employee to pay some portion of the Premium. However, the Employer must contribute the same percentage toward the cost of all health benefit plans established and maintained by the Employer.

2. Responsibilities of FHCP

In consideration of the payment of Premium by the Employer, FHCP shall provide coverage for Covered Employees and, if applicable, their Covered Dependents. In doing so, FHCP may enter into agreements with providers of health care, one or more other Group Policies or insurers and such other individuals and entities as may be necessary to enable FHCP to fulfill its obligations under this Group Plan.

FHCP agrees to provide coverage without discrimination because of race, color, national origin, age, disability, religion, or sex or any other basis prohibited by law.

3. Employee Eligibility

Subject to any Eligibility Exceptions noted on the Group Plan Information Page or other applicable documents, an individual becomes eligible for coverage on the date they complete any applicable waiting period established by the Employer, as shown on the Group Plan Information Page or other applicable documents. The waiting period is the length of time an employee must wait before becoming eligible for coverage.

If an eligible person is currently covered under any other Plan issued by FHCP, or any other health benefit plan established and maintained by the Employer, they will not be considered eligible for coverage under this Group Plan.

4. Commencement of Coverage

On the Group Plan Effective Date as shown on the Group Plan Information Page, FHCP agrees to provide the coverage stipulated in this Group Plan, Certificates of Coverage, Schedule of Benefits, and other applicable documents to all Covered Employees and, if applicable, their Covered Dependents, if any. Such coverage begins on the Covered Person's effective date, which will be the first of the month after the receipt and approval of the application by FHCP, unless this Group Plan specifies a date other than the first of the month (See Special Enrollees, Late Enrollees, and Dependent Effective Date provisions of the Certificate of Coverage). FHCP accepts no liability for benefits related to expenses incurred prior to the Covered Person's effective date or after the Covered Person's termination date, which will be on the last day of the coverage month, except as described in the Extension of Benefits provision or as specified in the Terms of Renewal and Termination provisions.

5. Minimum Participation Requirements

Employer must maintain a minimum enrollment agreed upon by FHCP. If these participation requirements are not satisfied, FHCP reserves the right to terminate this Group Plan after giving the Employer forty-five (45) days written notice prior to the Group's anniversary date.

FHCP reserves the right to request evidence of employee and dependent coverage under other plans to verify eligibility and compliance with this Provision.

6. Termination of this Plan by the Employer

The Employer may terminate this Group Plan as of any Premium due date and should give FHCP at least forty-five (45) days prior written notice. In such event, no benefits will be provided on or after such termination date, except as specifically set forth in this Group Plan.

7. Termination of this Plan by FHCP

FHCP may terminate this Group Plan as of any Premium due date if the Employer has not paid the entire required Premium by the end of the Grace Period as set forth herein. However, if the Employer has given FHCP prior written notice in advance of an earlier date of termination, this Group Plan will terminate as of that earlier date. The Employer is liable to FHCP for any unpaid Premium for the time the Group Plan was in force, or for any amounts otherwise due FHCP.

If the Group's coverage is terminated for any reason set forth in this Group Plan, FHCP will mail the Employer a written notification that this Group Plan has terminated. This notification will disclose the date of termination and the reason(s) for termination. It is the Employer's obligation to immediately notify each Covered Person of any such termination.

8. Terms of Renewal

This Group Plan is a guaranteed renewable Plan. This means the Plan renews each year on the Group Plan Anniversary Date shown on the Group Plan Information Page. FHCP guarantees the Employer the right to renew the Group Plan each year, at the Employer's option, with the exception of non-payment of Premium or loss of eligibility. FHCP will give the Group at least forty-five (45) days advance written notice of our intent to non-renew this Group Plan, if one of the following circumstances has occurred:

- A. The Employer fails to timely pay Premium or contributions in accordance with the terms of this Group Plan;
- B. The Employer fails to comply with material provisions of this Group Plan which relates to rules for contribution or participation;
- C. FHCP ceases offering this Plan to all policyholders;
- D. The Employer and enrollees no longer work or reside in the service area of FHCP or in the area in which FHCP is authorized to do business;
- E. The Employer has performed an act or practice that constitutes fraud or made an intentional misrepresentation of material fact under the terms of this Group Plan;
- F. FHCP is required to by applicable law.

9. Discontinuance of this Plan

FHCP may discontinue offering this particular Group Plan if:

- A. FHCP provides at least ninety (90) days notice to each policyholder and to participants

- and beneficiaries covered under the Plan prior to renewal; and
- B. FHCP offers each policyholder the option to purchase other coverage currently being offered by FHCP.

10. Discontinuance of all Coverage in the GroupMarket

FHCP may discontinue offering all coverage in Florida if:

- A. We provide notice to the Office of Insurance Regulation (hereinafter called Office) and each Employer and enrollee 180 days prior to renewal; and
- B. All health coverage issued or delivered for issuance in Florida is discontinued and coverage under such health coverage is not renewed.

11. PREMIUM.

Employer shall pay FHCP Premium for services rendered in accordance with this Agreement.

- A. **Premium:** means any payments or amounts required by a health contract for coverage, by whatever name called. This includes but is not limited to any monthly subscription fee.
- B. **Premium Due Date**
After the Group Effective Date shown on the Group Plan Information Page, the Premium due date will be the first day of each month.
- C. **Payment of Premium**
The first Premium payment is due on the Effective Date shown on the Plan Information Page. Each following Premium payment is due monthly unless the Employer and FHCP agree on some other method and/or frequency of payment. Premium payments should be sent to FHCP's home office or the billing address provided by FHCP.

12. The Grace Period

This Plan has a 10-day grace period. A grace period means that if any required Premium is not paid on or before the date it is due, it may be paid during the grace period immediately following that Premium due date. During the grace period, the Plan will stay in force. The grace period does not apply to the Premium due on the Effective Date, or if the Employer has given FHCP written notice that the Plan is to be terminated prior to the Premium due date. If the Premium is not paid by the end of the grace period, the Plan may terminate as of the date the payment was due. Any late payment penalties are subject to Department of Insurance approval.

13. Monthly Premium Statement

FHCP will prepare a monthly statement of the Premium due on or before the Premium due date. This monthly statement will also reflect any pro rata Premium charges and credits resulting from changes in the number of Covered Persons and changes in the amounts of coverage that took place in the previous month. If a Covered Person becomes ineligible for coverage under this Group Plan for any reason, the Employer shall, if possible, provide FHCP with prior written notice of such ineligibility. However, in any event, written notice of such ineligibility shall be provided by the Employer to FHCP no later than thirty (30) days after such ineligibility. In the event that notice of termination of a Covered Person, or a decrease in coverage, is received by FHCP more than one month after the termination or decrease, retroactive credit will be limited to premium paid after date of termination or decrease in coverage.

FHCP's billing cycle is as follows:

1. If members are added on or before the 15th of the month, they are billed for the

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whole month. If members are added on or after the 16th of the month, they are not billed for that month.

2. If members are canceled on or before the 15th of the month, they will not be billed for that month. If members are canceled on or after the 16th of the month, they are billed for the whole month.

This is called the “wash cycle”. If you have any questions, please call the FHCP Enrollment Department at 386-676-7176 or 1-800-352-9824 ext. 7176 during business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m.

[This provision is subject to FHCP billing policies, protocols, and procedures which may change from time to time.]

14. Simplified Accounting

Premium adjustments will be made on the monthly Premium statement date that is the same as or next follows the date:

- A. A person becomes covered;
- B. The amount of coverage on a Covered Person changes, but not due to a revision of the coverage plan; or
- C. A person ceases to be covered.

15. Changes in Premium

No change in Premium rates will be made for the first twelve (12) months that this Group Plan is in effect. A change in Premium rates will not be made more often than once in a twelve (12) month period. FHCP will give the Employer written notice of any changes in Premium rates at least thirty (30) days prior to the Group’s renewal date.

16. Incorrect Premium Payment

Any Premium adjustment made due to the correction of an error in the Premium payment will be made without interest on the next Premium due date after the facts are made known to FHCP.

17. Entire Plan

The entire agreement is made up of this document, the Employer’s application for coverage, Certificate of Coverage, Schedule of Benefits, and any amendments, riders, or certificates attached hereto along with the applications for all Covered Employees and their covered dependents, or any other documents mutually agreeable by both FHCP and Employer to be incorporated herein. All statements made by the Employer or by a Covered Employee are considered to be representations, not warranties. This means that the statements are considered to have been made in good faith. No such statement will void this Plan, reduce the benefits it provides, or be used in defense to a claim for coverage unless it is contained in a written application and a copy is furnished to the person making such statement.

18. Time Limits for Certain Defenses

After two years from the effective date of this Plan, no misstatement made by the Employer, except a fraudulent misstatement made in the Employer’s application for this Plan, may be used to

void this Plan. After two years from a Covered Person's effective date, no misstatement made by the Covered Person, except a fraudulent misstatement on his or her application, may be used to deny a claim for any benefit which begins after the end of the two- year period from the Covered Person's effective date.

19. Employer as FHCP's Agent for Limited Purposes

The Employer is considered to be an agent of FHCP only for the following purposes:

- A. Collecting employee enrollment information;
- B. Collecting any required employee contribution; and
- C. Giving out Certificates of Coverage or other coverage information to the Covered Employees.

20. Administration

The Employer must provide FHCP with the information it needs to administer this Group Plan and to compute the Premium due. Failure of the Employer to provide this information will not void or continue a Covered Person's coverage. FHCP has the right to examine the Employer's records on any issues necessary for the proper administration of this Group Plan at any reasonable time while this Group Plan is in force.

21. Financial Responsibilities of the Employer

FHCP reserves the right to recover any benefit payments made to or on behalf of any individual whose coverage has been terminated. Recovery efforts will relate to benefit payments made for services or supplies rendered subsequent to the Covered Person's termination date and prior to the date notice of coverage termination by the Employer. The Employer shall cooperate with and support such recovery efforts.

In the event that the Employer does not comply with the notice requirements set forth in the Premium Statement section, the Employer shall be solely liable to FHCP to the extent of any payment made on behalf of such individual for services or supplies rendered subsequent to the date notice of a Covered Person's termination was due.

22. Certificates of Coverage

FHCP will issue Certificates of Coverage for each Covered Employee. The certificate will describe the benefits provided and the limitations of this Group Plan. Nothing in the certificate will change or void the terms of this Group Plan.

The Employer agrees that, if requested by FHCP, the Employer will distribute to Covered Persons, the Certificate of Coverage and any amendments or endorsements to it, other coverage materials and notices applicable to all or any Covered Persons.

23. Changes to this Group Plan

FHCP may change this Group Plan from time to time as required by applicable state and federal laws and subject to Office approval. No change to this Group Plan will be effective unless made by an amendment or rider that has been signed by an officer of FHCP. No agent may change this Group Plan or waive any of its provisions.

If FHCP increase the cost share for any benefit or delete, amend or limit any of the benefits to
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which a Covered Person is entitled to under this plan, We will give the Group forty-five (45) days written notice prior to renewal. The Group will not be notified if benefits are increased or if the Group requests any changes, deletions or limitations.

24. Misstatements

If information about a Covered Person is misstated, FHCP may adjust the Premium to correctly reflect the true information. If the misstatement affects the amount of the Covered Person's coverage, the true information may be used to determine the correct amount of coverage.

25. Worker's Compensation

This Plan does not affect or take the place of Workers' Compensation.

26. Assignment

Neither this Plan, nor the benefits provided under this Plan, may be assigned except as otherwise specifically described in this Plan.

27. Certificate of Coverage Provisions made part of this Group Plan

The remainder of the Group Plan consists of the provisions shown in the Certificate of Coverage issued to Covered Employees under this Group Plan. These provisions are made a part of the Group Plan. Amendments, if any, changing the provisions of the Certificate of Coverage are also made a part of the Group Plan.

28. Service Area

The Service Area shall consist of the counties in which FHCP is authorized and licensed to do business.

29. Blue Cross Blue Shield Association

Subscriber, or Group Subscriber on behalf of itself and its participants hereby expressly acknowledges its understanding this policy/Agreement constitutes a contract solely between Subscriber and Florida Health Care Plans, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting Florida Health Care Plans to use the Blue Cross and/or Blue Shield Service Mark[s] in Florida and that Florida Health Care Plans is not contracting as the agent of the Association. Subscriber, or Group Subscriber on behalf of itself and its participants further acknowledges and agrees that it has not entered into this policy/Agreement based upon representations by any person other than Florida Health Care Plans and that no person, entity, or organization other than Florida Health Care Plans shall be held accountable or liable to Subscriber, or Group Subscriber for any of Florida Health Care Plans obligations to Subscriber, or Group Subscriber created under this policy/Agreement. This paragraph shall not create any additional obligations whatsoever on the part of Florida Health Care Plans other than those obligations created under other provisions of this agreement.

30. Retroactive Enrollment Activity

Requests for retroactive enrollment activity shall be submitted in writing to FHCP's Enrollment Department and shall include an explanation for the retroactive request. Such requests are only granted in FHCP's sole discretion. Parties acknowledge that granting of requests may be subject to certain reporting requirements under state or federal guidelines. FHCP reserves the right, in its sole discretion, to process reversal of any claims payments made during the retroactive termination period. Parties acknowledge that individual members may be billed for reversed claims.

EMPLOYER APPLICATION

PLEASE FORWARD COMPLETED APPLICATION TO:
FLORIDA HEALTH CARE PLANS, ATTN.: MARKETING DEPARTMENT, 1340 RIDGEWOOD AVENUE, HOLLY HILL, FL 32117
IF YOU SHOULD HAVE ANY QUESTIONS, PLEASE GIVE US A CALL AT 386-676-7110 or 1-800-232-0578.

I. GROUP INFORMATION: (PLEASE PRINT)

Application and all necessary requirements must be received by the 15th of the month prior to effective date.

LEGAL GROUP NAME CITY OF DELAND / DELAND HOUSING AUTHORITY
"DOING BUSINESS AS" (DBA), IF DIFFERENT _____ GROUP NO(S) 732 / 733
STREET ADDRESS 120 SOUTH FLORIDA AVE
CITY/STATE/ZIP DELAND, FL 32720 PHONE # 386-626-7096
MAILING ADDRESS _____ (IF DIFFERENT FROM ABOVE)
CITY/STATE/ZIP _____ EMAIL _____
GROUP CONTACT PERSON MARK HAYWARD TITLE DIRECTOR OF HR FAX # 386-626-7138
FEDERAL TAX ID# 59-6000307 NATURE OF BUSINESS MUNICIPALITY SIC# 91112 EXCLUSIVE: ☒ Yes ☐ No
IF NO, OTHER CARRIER _____ AND # OF EMPLOYEES ENROLLED _____
WORKER'S COMP CARRIER _____

CURRENT CARRIER FLORIDA HEALTH CARE PLANS EFFECTIVE DATE 10/01/2021 TERM DATE 09/30/2022
PRIOR CARRIER _____ EFFECTIVE DATE _____ TERM DATE _____

II(a). EMPLOYMENT DATA:

Number of employees choosing: _____
HMO Coverage _____
POS Coverage _____
Triple Option Coverage _____
Waive Coverage _____
Total number of eligible employees: _____
Number of employees: _____
Employed part-time _____
Serving new hire period _____
Residing out-of-area _____
Retired _____
Eligible for Cobra _____

II(b). ELIGIBILITY RULES:

- A. Employee must work 30 or more hours per week to be eligible.
B. Retirees Covered: ☒ Yes ☐ No
C. Eligibility Waiting Period: 1ST of month following 30 days of eligible employment.
D. Have you employed 20 or more employees for 20 weeks or more during the last calendar year? ☒ Yes ☐ No

III. COVERAGE SELECTION FOR ALL ELIGIBLE EMPLOYEES:

EFFECTIVE DATE 10 / 01 / 2022 (mm/dd/yyyy)
EMPLOYER CONTRIBUTION TO FHCP: (MINIMUM 50% REQUIRED) SINGLE 100/76 % DEPENDENT 49 %

LARGE GROUP: (51+ employees)
50% Participation Required

PLAN CODE(S)
HMO TD7, TD8
POS T08
Triple Option _____
HDHP _____

APPLICABLE RIDERS
☐ Dental
☐ Vision
☒ Pharmacy
☒ Wellness (Gym)
☒ WFW 10/01/2012
☐ Other _____

SMALL GROUP COMPLETE
☐ One Life ☐ 2-50
☐ I reviewed state mandated plans available to small groups, I elect to choose other coverage for my business.
☐ Domestic Partnership Coverage
☒ COBRA Administration (Available to groups with 20+ employees)

IV. AGENT INFORMATION:

AGENT NAME (please print) LINDSEY MCCLAMMY E-mail Address: lindsey.mcclammy@bbrown.com
STATE OF FLORIDA LICENSE NO. P211837
EMPLOYER/AGENCY (if commissions are paid to entity) BROWN & BROWN
ADDRESS 300 NORTH BEACH STREET
CITY / STATE / ZIP DAYTONA BEACH, FL 32114
PHONE # 386-239-7227 FAX # _____
SIGNATURE _____ DATE _____

V. EMPLOYER CERTIFICATION:

The Employer named above hereby applies for Employer Group Health Benefit Plan membership in FHCP on behalf of its eligible members and their eligible dependents who elect to enroll in FHCP. If accepted, this Employer Enrollment Form, Employee Enrollment Forms, the executed FHCP Employer Group Health Benefit Plan Contract, and Certificates of Coverage for the selected benefit plan, constitute the entire Contract between the Group and FHCP. The Employer agrees to pay any and all monthly subscription fees associated with the coverage chosen for their employees. The Employer is a group employer and eligible for coverage under the applicable section of the Florida Statutes and approved by the Department of Financial Services. I certify that I have read the statements on this form or that they have been read to me, and that all the information was provided by me and is true and complete to the best of my knowledge. I understand that any material misrepresentation or material omission contained herein may be used to reduce or deny a claim or service or void the contract; I understand that no agent can modify this application, waive the answers to any questions, or suggest or complete the answers thereto. ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER, FILES A STATEMENT OF CLAIM OR ANY APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

Company Name: CITY OF DELAND / DELAND HOUSING AUTHORITY
Authorized Person's Name: MARK HAYWARD Title: DIRECTOR OF HUMAN RESOURCES
Authorized Person's Signature: Mark P. Hayward Date: 7-21-22

FOR FHCP USE ONLY:

MARKETING	ENROLLMENT
Commissions: ☐ Yes ☐ No	Group No: _____
Approved: _____ Date: _____	Check No: _____
	Plan Codes: _____
	Approved By: _____
	Rider Codes: _____
	Date: _____
	Amount Received: _____

CONTRACT INFORMATION PAGE

Employer Name: City of DeLand Group Number(s): 732
Group Plan(s): HMO(s) & POS

Group Effective Date: 10/01/2012

Contract Anniversary Date: 10/01/2022- 09/30/2023 PY

Eligibility Exceptions: N/A

Applicable Options:

- ☐ Vision Rider
☐ Dental Rider
☒ Pharmacy Rider \$3/10/30/55
☒ COBRA Coverage
☒ WFW 10/01/2012 Co-pay \$10.00
effective
☒ Gym Access Wellness Rider effective 10/01/2012

Waiting Period: First of the month following 30 days of eligible employment.

Rate Schedule

Group Plan	HMO TD7	HMO TD8	POS T08	
Rx & Rx Code	\$3/10/30/55 RX (G5)	\$3/10/30/55 RX (G5)	\$3/10/30/55 RX (G6)	
Single	\$687.53	\$532.77	\$798.43	
SP w/ any # Children	\$1,065.68	\$825.79	\$1,237.56	
Couple	\$1,065.68	\$825.79	\$1,237.56	
Family	\$1,340.70	\$1,038.90	\$1,556.92	

Florida Health Care Plan, Inc. (hereinafter called FHCP) agrees to provide the health care services described under the provisions of this Group Insurance Contract (herein called the Contract) and the FHCP Group Member Handbook (which by reference thereto is made a part thereof) for all Covered Employees of the Employer and their covered dependents. The provision of services is subject to all of the terms on this page, those that follow, and the FHCP Group Member Handbook, including any limitations, restrictions or exclusions, as well as any amendments made a part of this Contract.

The Employer may act on behalf of all eligible employees and dependents. Every act by, agreement made with, or notice given to the Employer will be binding on all Covered Employees and Covered Dependents.

The contract is issued in consideration of the application of the Employer and payment of subscription fees in advance by the Employer at FHCP's Daytona Beach Facility. This Contract is effective on the Contract Anniversary Date shown above. The first subscription fees cover the period starting on the Contract Anniversary Date.

Signed for Florida Health Care Plan, Inc., at its facility in Daytona Beach, Florida to take effect on the Contract Anniversary Date for delivery in the State of Florida.

BY: 
L. Melanie Ruel
CFO
Florida Health Care Plans, Inc.


Witness

Date: 07/08/2022

BY: _____
Name: Robert F. Apgar
Title: Mayor
Group Name: City of DeLand

Witness

Date: _____

CONTRACT INFORMATION PAGE

Employer Name: DELAND HOUSING AUTHORITY Group Number(s): 733
Group Plan(s): HMO(s) & POS

Group Effective Date: 10/01/2012

Contract Anniversary Date: 10/01/2022- 09/30/2023 PY

Eligibility Exceptions: N/A

Applicable Options:

- ☐ Vision Rider
☐ Dental Rider
☒ Pharmacy Rider \$3/10/30/55
☒ COBRA Coverage
☒ WFW 10/01/2012 Co-pay \$10.00
effective
☒ Gym Access Wellness Rider effective 10/01/2012

Waiting Period: First of the month following 30 days of eligible employment.

Rate Schedule

Group Plan	HMO TD7	HMO TD8	POS T08	
Rx & Rx Code	\$3/10/30/55 RX (G5)	\$3/10/30/55 RX (G5)	\$3/10/30/55 RX (G6)	
Single	\$687.53	\$532.77	\$798.43	
SP w/ any# Children	\$1,065.68	\$825.79	\$1,237.56	
Couple	\$1,065.68	\$825.79	\$1,237.56	
Family	\$1,340.70	\$1,038.90	\$1,556.92	

Florida Health Care Plan, Inc. (hereinafter called FHCP) agrees to provide the health care services described under the provisions of this Group Insurance Contract (herein called the Contract) and the FHCP Group Member Handbook (which by reference thereto is made a part thereof) for all Covered Employees of the Employer and their covered dependents. The provision of services is subject to all of the terms on this page, those that follow, and the FHCP Group Member Handbook, including any limitations, restrictions or exclusions, as well as any amendments made a part of this Contract.

The Employer may act on behalf of all eligible employees and dependents. Every act by, agreement made with, or notice given to the Employer will be binding on all Covered Employees and Covered Dependents.

The contract is issued in consideration of the application of the Employer and payment of subscription fees in advance by the Employer at FHCP's Daytona Beach Facility. This Contract is effective on the Contract Anniversary Date shown above. The first subscription fees cover the period starting on the Contract Anniversary Date.

Signed for Florida Health Care Plan, Inc., at its facility in Daytona Beach, Florida to take effect on the Contract Anniversary Date for delivery in the State of Florida.

BY: [Signature]
L. Melanie Ruel
CFO
Florida Health Care Plans, Inc.

[Signature]
Witness

Date: 07/08/2022

BY: [Signature]
Name: Millie Quinones
Title: Executive Director
Group Name: DeLand Housing Authority

[Signature]
Witness

Date: 7/18/2022



POINT OF SERVICE RIDER

Florida Health Care Plans Group HMO Contract is hereby amended and supplemented by the terms and conditions of this Rider.

Nothing contained in this Rider will be held to vary, alter, waive, or extend any of the terms, conditions, provisions, exclusions or limitations of the Contract to which this Rider is attached, other than as specifically stated herein.

Additionally, this Rider in no way extends benefits beyond what has been stated in the HMO Contract (Certificate of Coverage, Schedule of Benefits and Coverage and Summary of Benefits and Coverage) in terms of specific service limits or benefit maximums. This Rider does not create any duplication of coverage or coordination of benefits contained in the FHCP Plan or any other Riders you may elect.

Please read this Rider carefully and keep it with your FHCP Plan Contract.

HOW THE POINT OF SERVICE RIDER WORKS...

PLAN DESIGN

This rider is designed to complement FHCP's existing HMO benefit plans. FHCP members are still members of our HMO, but have the added benefit of choosing to have their medical care rendered, at the point of service, by an HMO provider or a non-participating provider. With this rider, the plan is open access in that the member may self-refer to any provider.

OUT-OF-POCKET EXPENSE

A major feature of the POS rider is that the amount of the member's out-of-pocket expense (cost sharing) is determined by the member's choice of provider at the point of service. Members choosing HMO providers will be responsible for the lowest cost sharing amounts. Members choosing out-of-network providers will pay higher cost sharing in the form of higher deductibles and co-insurance and will also be at risk for non-participating providers fees that are in excess of allowable charges, commonly referred to as Balance Billing. Fees that are in excess of allowable charges are not a covered benefit and therefore do not apply to your deductible or annual out-of-pocket expense limit. These amounts can add up to considerable costs to members.

This Rider gives you options as described below:

In-Network

You can self-refer to any provider listed in FHCP's HMO Participating Provider Network. When you go directly to one of these participating providers without a referral you will be responsible for cost sharing as noted in the Schedule of Benefits and Coverage (SOB) or Summary of Benefits and Coverage (SBC).

Out-of-Network

You can self-refer to any provider outside of FHCP's HMO provider listing without a referral. When you choose a physician, provider or hospital outside the network, you pay a portion of your medical expenses through a separate deductible and coinsurance. Certain benefit limitations apply. You will also be responsible for the portion of nonparticipating provider/hospital fees that are in excess of FHCP's allowable charges (balance billing). These charges can be significant. We recommend whenever possible that you check with out-of-network providers to determine fees in advance.

This Rider provides **separate** deductibles between HMO and Out-of-Network benefits. Before FHCP will begin paying for Covered Services, a Member must satisfy the applicable Calendar or Benefit Year Deductible, which is set forth in the SOB and SBC.

POS 1/2017

PRIOR AUTHORIZATION

While this is an open access plan, certain services must have prior authorization. Prior Authorization requests require medical necessity and must be made PRIOR to you receiving any services. Services rendered without prior authorization will not be covered. You or your requesting physician may contact Florida Health Care Plans Referral/Prior Authorization Department by calling (386) 238-3230 or 1-800-729-8349 for instructions.

Prior Authorization is required for services rendered by Tertiary Care Providers and for certain injections and infusion therapy drugs administered in the physician's office. For a list of drugs requiring prior authorization please refer to FHCP's website at www.fhcp.com

Below is a list of the medical services that require Prior Authorization.

- Inpatient Hospital Services
- Outpatient Surgical Procedure (Ambulatory Surgery Center/Hospital/Provider's Office)
- Residential/Rehabilitation Facility
- Skilled Nursing Facility
- Home Health Care
- Advanced Imaging (MRI, MRA, PET, CT and Nuclear Med)
- Radiation Therapy
- Prosthetics and Medical Brace Device
- Cardiac Rehabilitation Therapy
- Chemotherapy
- Infusion Therapy
- Accidental Dental
- Dental Anesthesia
- Reconstructive Surgery
- Transplant
- Treatment for Temporomandibular Joint Disorders
- Congenital Anomaly, including Cleft Lip/Palate
- Bone Marrow Transplant
- Hyperbaric Oxygen Therapy
- Nutrition and Formulas

Should you be unable to keep a scheduled appointment with a Non-Participating Provider, you must cancel the appointment within twenty-four (24) hours of the scheduled time. If you fail to notify the provider within this time frame, sometimes referred to as a "no call - no show," 100% of the cost of the service will be your responsibility.

DEFINITIONS...

Please refer to your Certificate of Coverage for specific definitions and a full description of covered benefits, exclusions, and limitations.

CLAIMS PROCEDURES...

Under this Rider, network providers will generally file claims for you.

If you go to a provider who does not participate, you may be asked to pay for health care services first, and file claims yourself for reimbursement from FHCP. In order to file a claim submit a copy of the bill and receipt to Florida Health Care Plans at P.O. Box 9910, Daytona Beach, FL 32120-9910.

Only those expenses related to covered benefits which are submitted as a claim to FHCP will be credited toward the Deductible or the Member's Annual Out-of-Pocket Expense Limit.

Reimbursement for Network Provider Services: FHCP will pay the Provider directly for all care received. The Member will not have to submit a claim for payment. Whenever HMO network services are utilized and FHCP's authorization procedure is followed HMO cost sharing will apply.

In the event the Member requires Emergency Services and Care for an Emergency Medical Condition from a Non-Participating Provider while inside or outside the Service Area; or, if FHCP authorizes a referral of the Member to a Non-Participating Provider, and the Member is required to pay the Non-Participating Provider directly for such services, the Member will be reimbursed for the allowed cost of the services less any applicable HMO co-payments for each date of service.

In the event a Member requires Emergency Services and Care for an Emergency Medical Condition from a Non-Participating Provider, call the FHCP Medical Claims Department at (386) 615-5010 to report the emergency as soon as medically possible. Before leaving the hospital or provider's office, obtain a copy of any dictation or sign a medical release form to give legal permission to release the records to the FHCP Medical Claims Department upon their request. Bring or send all claims, bills and medical records to the FHCP Medical Claims Department at 1340 Ridgewood Avenue in Holly Hill, or mail the information to FHCP Medical Claims Department, P.O. Box 9910, Daytona Beach, Florida 32120-9910. For additional information, please refer to the Claims Review section of the Certificate of Coverage.

Medical Payment Guidelines For Non-Participating Provider Care: Whenever utilizing Non-Participating Providers for other than an Emergency Medical Condition, Out-of-Network benefits, deductibles and coinsurance and fees that exceed allowable charges will apply. FHCP's payment for services covered by this Rider will be determined according to the FHCP allowance guidelines (usual and customary rate – UCR) in effect at the time the service was rendered. These guidelines apply to Covered Services only and are not in addition to all of the other provisions, limitations and exclusions contained in the Contract and this Rider. Utilization of services rendered by non-participating providers and/or facilities may result in the member being responsible for significant balance billing in addition to their out-of-network deductible and coinsurance.

INFORMATION LINES

Please contact FHCP Referral Department at 386-238-3230 or 1-800-729-8349 for information on obtaining prior authorization. For benefit information and verification of coverage please contact FHCP Member Services Department at 386-615-4022 or 1-877-615-4022.

EXCLUSIONS AND LIMITATIONS...

All services covered under this Rider must be Medically Necessary as defined in your Certificate of Coverage (COC). The benefit exclusions and limitations specified in the COC, SOB and SBC are also applicable to the benefits specified in this Point of Service Rider. Additionally, the following services are not covered or are limited under this Rider:

1. Emergency Services and Care administered by any provider for an Emergency Medical Condition will be covered under the HMO Provider Network. In order for care to be covered, FHCP must be notified as described in the Emergency Services and Care section of the Certificate of Coverage. If notification is not provided as specified in the Certificate of Coverage, services for an Emergency Medical Condition may be payable under the Rider if the service or supply is a covered service as specified in the Certificate of Coverage and not specifically excluded herein.
2. Hearing examinations for hearing aids are available only under the HMO Provider Network and are not an out-of-network benefit.
3. Telehealth services are available only under the HMO Provider Network and are not an out-of-network benefit.
4. Vision examinations are available only under the HMO Provider Network, if vision rider is purchased, and are not an out-of-network benefit.
5. Dental services are available only under the HMO Provider Network, if dental rider is purchased, and are not an out-of-network benefit.
6. The maximum number of days/visits for a Skilled Nursing Facility, Residential or Rehabilitation Facility in any calendar year is a combined number of days/visits provided under BOTH your HMO (in-network) and this POS (out-of-network) benefits.

Florida Health Care Plan, Inc. (hereinafter called FHCP) agrees to provide the health care services described under the provisions of this Point of Service Rider for the Member and his or her Covered Dependents.

Signed for Florida Health Care Plan, Inc. at its facility in Holly Hill, Florida to take effect on the Subscriber's Effective Date, for delivery in the State of Florida.



Chief Financial Officer/Associate CEO Florida Health Care Plan, Inc.



PREFERRED FITNESS CERTIFICATE

This Preferred Fitness Certificate is designed to complement your FHCP benefit plan and provide fitness center access and other services to further members' wellness which include:

Fitness Center (Gym) access for eligible members:

Covered members will have access to FHCP contracted fitness centers in our service area. Please refer to the FHCP Certificate of Coverage for a listing of our service area.

- You are not required to select one specific fitness center.
- You may visit as many different fitness centers as often as you want.
- Simply show your FHCP ID card on or after your effective date to gain access.
- A list of contracted fitness centers can be found under the plan documents on the FHCP member portal or you can contact FHCP's Member Services Department at the contact information below.
- Please check with the specific fitness center for the ages accepted.

Member Portal including Welcome to Wellness.

Members are offered online health information through the Member Portal that includes a large variety of general health and wellness topics. Included are:

- a) Personal Health Assessment
- b) Personal health Information
- c) Interactive tools
- d) Preventive care information
- e) Quizzes
- f) On line access to programs and information
- g) A comprehensive library of health related topics in English and Spanish

If you have any questions or would like additional information please contact the
Florida Health Care Plans Member Services Department at:

386.615.4022
1.877.615.4022
www.fhcp.com



**Florida
Health Care
Plans®**



An Independent Licensee of the Blue Cross and Blue Shield Association

FHCP EMPLOYER PORTAL SIGN-UP INSTRUCTIONS

1

VISIT FHCP.COM AND CLICK THE "PORTAL LOG IN" BUTTON ON THE TOP, THEN CHOOSE "EMPLOYER LOG IN" FROM THE DROP DOWN MENU.



OR YOU CAN LOOK FOR THIS BUTTON UNDER **EMPLOYERS**:

Portal Log In

2

Employer Group Log In

NEXT, YOU WILL COME TO THIS PAGE. BE SURE TO CLICK "**NEW GROUP REGISTRATION**" TO CREATE YOUR NEW ACCOUNT. ALL EMPLOYERS WILL NEED TO CREATE AN ACCOUNT WITH FHCP TO LOGIN.

YOU WILL NEED YOUR GROUP TAX ID NUMBER TO REGISTER FOR YOUR ACCOUNT. ONCE YOU FOLLOW THE STEPS, FHCP WILL CONFIRM YOUR REGISTRATION. YOU WILL NOW BE ACTIVATED AND ABLE TO USE YOUR ACCOUNT!

TIPS

- USE ONLY SUPPORTED BROWSERS (UPDATED FIREFOX, CHROME, SAFARI AND INTERNET EXPLORER)
- JOT YOUR USER NAME AND PASSWORD DOWN AND KEEP IT IN A SAFE LOCATION



**Florida
Health Care
Plans®**



An Independent Licensee of the Blue Cross and Blue Shield Association

FHCP EMPLOYER PORTAL SIGN-UP INSTRUCTIONS

3

FEATURES AVAILABLE IN THE EMPLOYER PORTAL

- SELECT AN EMPLOYEE AND VIEW THEIR DEMOGRAPHICS
- VERIFY BENEFITS AND ELIGIBILITY COVERAGE AND DEDUCTIBLE AND OUT-OF-POCKET ACCUMULATORS FOR AN EMPLOYEE AND/OR DEPENDENTS
- REQUEST REPLACEMENT OR TEMPORARY ID CARDS FOR EMPLOYEE AND/OR DEPENDENTS
- VIEW/ACCESS BENEFIT DOCUMENTS FOR SELECTED EMPLOYEE
- SUBMIT ELECTRONIC "CHANGE ENROLLMENT" TRANSACTIONS TO FHCP
- SUBMIT ELECTRONIC "TERMINATE ENROLLMENT" TRANSACTIONS TO FHCP
- SUBMIT ELECTRONIC "INITIAL ENROLLMENT (ADD)" TRANSACTIONS TO FHCP
- REQUEST/VIEW/DOWNLOAD AN EMPLOYEE ROSTER REPORT

THREE WAYS TO GET SUPPORT:

4



1- CLICK **SUPPORT** TO FIND IMPORTANT FHCP PHONE NUMBERS

2- **ACCESS** THE ENROLLMENT USER GUIDE FOR INSTRUCTIONS ON EACH FUNCTION

3- **ACCESS** VIDEO TUTORIALS FOR INSTRUCTIONS ON EACH FUNCTION

PLEASE NOTE: After you have registered for the portal, you will be sent a confirmation email informing you of available resources and how to register for training. **FHCP** Strongly recommends that you attend training before submitting enrollment changes.

**ADDENDUM TO GROUP PLAN POLICY AGREEMENT WITH FLORIDA
HEALTH CARE PLAN, INC.**

1. Effective as of the date of the original Group Plan Policy Agreement, this Addendum herein modifies the Group Plan Policy Agreement as stated below.

2. **LIABILITY.** In addition to the liability provisions set forth in the Group Plan Policy Agreement, the Employer does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the *Florida Constitution*, Section 768.28, *Florida Statutes*, or otherwise provided.

3. **NOTICES.** In the event of breach or termination, in addition to notice provisions set forth in this Group Plan Policy Agreement, a copy of notice to the Employer shall be provided to the City Manager, Michael P. Pleus, ICMA-CM, City of DeLand, City Hall, 120 South Florida Avenue, DeLand, Florida 32720 with copies to Mark C. Hayward, IPMA-SCP, SHRM-SCP, FPHRA, HR Director, City of DeLand, City Hall, 120 South Florida Avenue, DeLand, Florida 32720 and Millie Quinones, Executive Director, PHM, DeLand Housing Authority, City of DeLand, City Hall, 120 South Florida Avenue, DeLand, Florida 32720. For purposes of this provision, notice shall not require certified mail, return receipt requested, and may be effectuated upon regular mail and or email correspondence.

4. **ACCESSIBILITY.** Any information, records, data or documentation provided by FHCP that is made available to the Employer shall be provided in a format compliant with ADA accessibility standards if such standards are applicable. For purposes of this requirement, ADA accessibility standards shall mean the world wide web consortium (w3c) wcag 2.1 AA accessibility guidelines.

5. **PUBLIC RECORDS.** FHCP understands and agrees that the Employer is a public entity subject to the *Florida Public Records Laws*. All confidentiality provisions set forth in this Group Plan Policy Agreement are subject to disclosure pursuant to the *Florida Public Records Laws*. FHCP agrees to retain public records on those documents which it is applicable, and upon request by the Employer provide to the Employer those public records requested, which retention and access shall be pursuant to Chapter 119, *Florida Statutes*. A request to inspect or copy public records relating to this Group Plan Policy Agreement for Services must be made directly to the Employer and FHCP shall not release a public record in response to a request arising from anyone other than the Employer. To the extent that FHCP is "acting on behalf of the Employer" FHCP shall be subject to the following provisions:

(i) As required by Section 119.0701, *Florida Statutes*, if applicable FHCP shall:

(1) Keep and maintain public records required by the Employer to perform the Services;

(2) Upon request from the Employer, provide the Employer with a copy of the requested records or allow the records to be reasonably

inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Employer shall make such requests in a reasonable manner including but not limited to during normally scheduled business hours and so as not to disrupt FHCP's business;

(3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law for the duration of this Group Plan Policy Agreement and following completion of the Group Plan Policy Agreement if FHCP does not transfer the records to the Employer;

(4) Upon completion of this Group Plan Policy Agreement, transfer, at no cost, to the Employer all public records in possession of FHCP or keep and maintain public records required by the Employer to perform the Service. FHCP shall be entitled to keep any records for archiving or as otherwise required by law. If FHCP keeps and maintains public records upon completion of this Group Plan Policy Agreement, FHCP shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Employer, upon request from the Employer's custodian of public records, in a format that is compatible with the information technology systems of the Employer.

(ii) The term "public record" as used in this section includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission, made or received pursuant to law or ordinance and in connection with the transaction of official business by or on behalf of the Employer. Guidance as to whether something is a "public record," whether the public record is confidential or exempt, and the applicability or implementation of the provisions of Florida public records law, may be sought from the City of DeLand's City Attorney's Office or the City Clerk's Office; provided that FHCP hereby agrees that neither the City Attorney's Office nor the City Clerk's Office is providing legal or other advice to be relied upon by FHCP.

IF FHCP HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO FHCP'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS GROUP PLAN POLICY AGREEMENT, 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.

6. E-VERIFY AND OTHER STATE REQUIREMENTS. FHCP understands that contracts with the Employer are subject to Section 448.095, *Florida Statutes*,

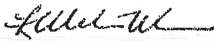
and FHCP agrees to therewith. FHCP shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by Florida law. Notwithstanding anything to the contrary in this Group Plan Policy Agreement, the Employer reserves the right to terminate this Group Plan Policy Agreement in accordance with Florida law. Further, if FHCP 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 FHCP provides a false certification submitted pursuant to Section 287.135, *Florida Statutes*, relating to the prohibition against contracting with scrutinized companies, the Employer may terminate this Group Plan Policy Agreement.

IN WITNESS WHEREOF, the parties set forth above have set there hand and seal.

ATTEST:

FHCP


Signature Of Witness # 1
Printed Name: Barbara Evans

By: 
L. Melanie Ruel
Title: CFO
Date: 07/25/2022


Signature Of Witness # 2
Printed Name: Tish L. Manchester

ATTEST:

CITY OF DELAND

Julie A. Hennessy, MMC
City Clerk - Auditor

By: _____
Robert F. Apgar
Mayor – Commissioner
Date: _____

Approved as to form and legal sufficiency.

Darren J. Elkind
City Attorney

CITY OF DELAND
Request for Commission Action
August 1, 2022

SUBJECT: Consideration re Laserfiche Upgrade.

DEPARTMENT: Information Technology

PREPARED BY: Hope Armstrong, IT Admin

ATTACHMENTS: MCCi - DeLand FL Contract , MCCi - Addendum 1 to MSA 19684 - City of Deland , MCCi - Addendum 2 to MSA 19684 - City of Deland , MCCi - Letter of Removal - City of Deland, FL

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

SUMMARY/HIGHLIGHT:

Laserfiche Legacy will be at the end of life soon. The Laserfiche Profession upgrade will provide the city with enhanced capabilities to our current system. Upgrades also include workflow which will automate the city lease process, eliminating potential errors and will improve the functionality to other project and departments without additional cost to the City.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The annual recurring fee will be \$32,170.00, Installation of the Professional Subscription is \$29,412.50 with an existing Laserfiche software credit of \$3,054.84 and \$6,067.50 for training services for a first year total of \$60,686.19. This amount is included within the FY 21/22 budgeted amount.

RECOMMENDATION:

Staff recommends the City Commission approve this updated Laserfiche Professional Software.

BACKGROUND/DISCUSSION:

N/A

MASTER SERVICES AGREEMENT NO. 19684

This Master Services Agreement No. 19684 (this "**Agreement**") is effective on the date of the last signature, ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**MCCi**") and Client (defined herein). MCCi and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "MCCi" means the MCCi Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

MCCi and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by MCCi (each, and as modified in writing by the Parties, each an "**Order**"). MCCi will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by MCCi to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the applicable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or MCCi, nor will such Change Order be the basis for any claim for additional

Last updated: August 2021

compensation by MCCi, until Client and MCCi have both signed such Change Order, or a new Order, as appropriate.

Each MCCi Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party. In no event will a MCCi Affiliate be liable for any of the obligations or liabilities of any other MCCi Affiliate pursuant to this Agreement.

2. Fees

Client shall pay to MCCi the fees and other compensation set forth in each Order. By executing the applicable Order, Client acknowledges their pre-approval for any Order Expenses, defined below, quoted, and will reimburse MCCi for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by MCCi in connection with the Services ("**Order Expenses**"). If relevant, and provided to MCCi, MCCi will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding MCCi's invoicing of Order Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse MCCi for the full amount of expenses invoiced. The Client acknowledges that it may incur expenses due to circumstances such as non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after MCCi has made the applicable arrangements; or (ii) If Client is not prepared upon MCCi's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If MCCi is reselling a license and/or subscription of a third-party product to Client, then MCCi will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to MCCi within 15 days of the date of the notice of such increase. Upon receipt of such notice, MCCi will cancel Client's license and/or subscription to the third-party licensed product.

3. Invoicing and Payment

Unless otherwise stated in an Order, MCCi will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless MCCi has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

To the extent that Client is not exempt and/or has not communicated its tax status to MCCi, Client further agrees to pay

amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to MCCi under this Agreement or any other Agreement between the Parties, exclusive of taxes based on MCCi's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

All recurring software maintenance support, subscriptions and/or other service packages ("**Recurring Services**") will automatically renew unless Client has

- (a) terminated the Agreement and/or applicable Order, per Section 4;
- (b) provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services; or
- (c) not paid in full the renewal invoice by the renewal service period start date.

Once payment has been received, no refunds for Recurring Services are available.

4. Term, Termination, and Cancellation

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to MCCi at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such

termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of MCCi's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, MCCi will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, MCCi will recommence invoicing per the applicable Order.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties. If Services are to be performed on Client's premises, Client shall provide the following to MCCi Personnel: (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including all necessary software, hardware and documentation; (iii) timely assistance in the acquisition, or correction of any hardware or software problems that would affect the performance of Services and/or delivery of a Deliverable; and (iv) any other items set forth in the applicable Order.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist MCCi Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with the Order.

6. MCCi Personnel

Neither MCCi nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. MCCi shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, MCCi shall be responsible for all acts or omissions of its Personnel. MCCi will not discriminate in the referral or hiring of MCCi Personnel on the bases of race, religion, sexual orientation, color, sex, age, national origin, disability that does not affect the ability for an individual to perform his or her job, or other protected categories as required by applicable state, federal, and local laws.

MCCi may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with MCCi employees

"Personnel"). MCCi remain responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any MCCi Personnel is not suitable, MCCi shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular MCCi Personnel member has been identified as a key resource to the relevant Order, MCCi at its sole discretion may reassign, if and as necessary, other appropriately qualified MCCi Personnel to the relevant Order as long as such assignment will not affect MCCi's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Confidential Information

The Parties acknowledge that in the course of MCCi providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by MCCi to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"Confidential Information" means any and all confidential information of a Party disclosed to the other Party, including, but not

limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, customers, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the **"Recipient"**) prior to the time of disclosure by the other Party (the **"Disclosing Party"**); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter. Nothing in this Agreement shall be deemed to prevent Client, which a Florida governmental entity, from complying with Florida's public records laws.

9. Intellectual Property

Unless otherwise specified in any Order, or subject to a third party license agreement, title to all materials, products software, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by MCCi under any Order (whether or not such Order is completed) (**"Works"**), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. MCCi shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing MCCi shall not use or disclose any Client Confidential Information or Deliverables unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. MCCi agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, MCCi shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) MCCi software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with MCCi; (ii) those portions of the Deliverables which include information in the public domain or

which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which MCCi had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to MCCi. Should MCCi, in performing any Services hereunder, use any computer program, code or other materials developed by it independently of the Services provided hereunder ("**Pre-existing Work**"), MCCi shall retain any and all rights in such Pre-existing Work. MCCi hereby grants Client a paid up, world-wide, non-exclusive license to use and reproduce the Pre-existing Work for its internal business needs.

Client understands and agrees that MCCi may perform similar services for third Parties using the same Personnel that MCCi may use for rendering Services for Client hereunder, subject to MCCi's obligations respecting Client's Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that MCCi, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to "**Personal Information**" (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then MCCi shall safeguard this information in accordance with these laws. MCCi may disclose Personal Information for business purposes only on a need-to-know basis and only to (i) MCCi Personnel, (ii) any third-party service providers that has agreed to safeguard Personal Information in a like manner as MCCi safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. MCCi may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. MCCi shall have no duty to notify Client of such compliance with law. MCCi takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that MCCi experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, MCCi shall notify Client in writing within five (5) business days of confirming the same.

11. Warranty

(a) Services Warranty.

MCCi warrants that all Services shall be performed by personnel with relevant skill sets and familiar with the subject matter for the Order in a professional, competent, and workman-like manner.

MCCi's delivery of a Deliverable to Client shall constitute a representation by MCCi that it has conducted a review of the

Deliverable and believes it meets the written specifications, if any, set forth in the corresponding Order. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services, or Deliverable does not meet the specifications, set forth in the applicable Order, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

MCCI DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT MCCI SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION 11. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN AN ORDER, CLIENT'S INITIAL REMEDY WILL BE FOR MCCI, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND MCCI'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 12 BELOW. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING MCCI WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH MCCI IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING MCCI TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN MCCI. MCCI ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND MCCi HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11, MCCI DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be MCCi's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by MCCi), Client shall pay MCCi for all costs incurred for all evaluation, correction or other

services performed by MCCi relating to such claim on a time and materials basis at MCCi's then standard rates.

(b) General Warranty.

MCCi shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that MCCi agrees that Client may be a publicly traded company and MCCi shall instruct MCCi Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State Data Protection Laws**"), and (v) MCCi also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. Indemnification and Limitation of Liability

Each Party ("**Indemnifying Party**") shall indemnify, defend, and hold the other harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("**Claims**") to the extent caused by the Indemnifying Party.

(a) MCCi Indemnification.

MCCi shall defend, indemnify, and hold Client harmless against Claims made or brought against Client for Bodily injury or personal property damage arising out of the Indemnifying Party's performance within the scope of its responsibilities under this Agreement or by a third party alleging that the use of any Deliverable as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights. Notwithstanding the foregoing, MCCi shall not be required to indemnify Client to the extent the alleged infringement: (x) is based on information or requirements furnished by Client, (y) is the result of a modification made by an entity other than MCCi, or (z) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by MCCi. If Client is enjoined from using the Deliverable or MCCi reasonably believes that Client will be enjoined, MCCi shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to MCCi, then this Agreement may be terminated at either Party's option, and MCCi's sole liability shall be subject to the limitation of liability provided in this Section.

(b) Client Indemnification.

If the Services require MCCi to access or use any third party products provided or used by Client, Client warrants that it shall have all rights and licenses of third Parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and

against any Claims to the extent arising from MCCi's access to or use of such third party products. Should MCCi provide third party licensed software hereunder, Client will indemnify, defend, and hold MCCi harmless for the breach by Client or any entity for whom Client provides access the same, for any breach of such third-party terms of use, including, without limitation, a licensor's end user license agreement, acceptable use policy and the like.

ANY OTHER PROVISION OF THIS AGREEMENT NOTWITHSTANDING, CLIENT'S CONTRACTUAL OBLIGATION TO INDEMNIFY MCCi PURSUANT TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS OF \$200,000 PER PERSON OR \$300,000 PER INCIDENT, OR SUCH OTHER AMOUNT AS MAY BE SET FORTH FOR THE LIMITED WAIVER OF SOVEREIGN IMMUNITY IN SECTION 768.28, FLORIDA STATUTES.

(c) Indemnification Procedure.

Each indemnified Party shall give the indemnifying Party (a) prompt written notice of the Claim; (b) sole control of the defense and settlement of the Claim (provided that the indemnifying Party may not settle any Claim unless it unconditionally releases the indemnified Party of all liability and does not otherwise negatively impact the indemnified Party's rights, including, without limitation, those in its intellectual property); and (c) at indemnifying Party's cost, all reasonable assistance.

(d) Limitation of Liability.

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT AND INDEMNIFICATION OBLIGATIONS, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO MCCi BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST SIX (6) MONTHS.

(ii) NOTWITHSTANDING SECTION 12(d) MCCi'S LIABILITY FOR CLAIMS INVOLVING ITS INDEMNIFICATION OBLIGATIONS SHALL BE LIMITED TO \$500,000.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION 12. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, MCCi shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

MCCi, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. MCCi represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability but no modified certificate of insurance will be provided.

14. Notices

All notices, demands and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

<u>If to MCCi</u>	<u>If to Client:</u>
MCCi, LLC	City of Deland
3717 Apalachee Parkway	120 South Florida Avenue
Suite 201	
Tallahassee, FL 32311	DeLand, FL 32720
Attn: Legal Department	Attn: Julie Hennessy
Email: legal@mccinnovations.com	Email: hennessy@deland.org

15. Miscellaneous

(a) 3rd Party EULA Provisions.

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies and/or terms and conditions or similar requirements ("EULA"), whether supplied by MCCi as a convenience or not, for any products procured on behalf of Client by MCCi.

(b) Use of Open-Source Code.

Except as disclosed in the Order, MCCi does not distribute nor otherwise use any open source or similar software in a manner that would obligate MCCi to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "Open Source" shall mean any software or other Intellectual Property that is distributed or made

available as "open source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open - Source Materials includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.

Client may choose to customize their software internally without MCCi's help. MCCi is not responsible for any damages caused by Client's customization of the software. MCCi will not be held responsible for correcting any problems that may occur from these customizations.

(d) MCCi Software Configuration Services.

Client may elect to contract with MCCi to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to MCCi for any damages that could be related to these software configurations.

(e) Compliance with Laws.

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) Equal Opportunity.

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(g) Excluded Parties List.

To the extent required by law and applicable to Client, MCCi agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) Force Majeure.

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(i) Audit Rights.

With reasonable notice and at a convenient location, Client will have the right to audit MCCi's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, MCCi will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be MCCi Confidential Information.

Client shall bear all costs associated with audits.

(j) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(k) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(l) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(m) Dispute Resolution.

Should a dispute arise between MCCi and Client involving their respective responsibilities, limitations or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

(n) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein,

"include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(o) Publicity.

MCCi may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

(p) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(q) Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(r) Governing Law.

This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

(s) Bench Trial.

The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

(t) No Class Actions.

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(u) Limitation Period.

Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

*(Remainder of Page Intentionally Left Blank; Signature Page
Follows)*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCi, LLC

E-SIGNED by Emery Jones
Signed: on 2022-07-15 03:00:04 GMT
Name: Emery Jones
Title: CFO
Date: July 15, 2022

CITY OF DELAND ("Client")

Signed: _____
Name: _____
Title: _____
Date: _____

120 SOUTH FLORIDA AVENUE
DELAND, FL 32720

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 19684

LASERFICHE PLATFORM UPGRADE ORDER

Pursuant to Master Services Agreement No. 19684 ("Agreement"):

This Laserfiche Platform Upgrade Order, designated as Addendum No. 1 is entered into as of _____ ("Addendum Effective Date"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC

Signed: 

Name: Donald Barstow

Title: President and CEO

Date: July 19, 2022

CITY OF DELAND ("Client")

Signed: _____

Name: _____

Title: _____

Date: _____

PRICING: LASERFICHE PLATFORM UPGRADE



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill /Ship to: Greg Whidden
whiddeng@deland.org
cc AP Contact: Armstrongh@Deland.Org
lendemerk@deland.org

Client Name: City of Deland
Client Address: 120 South Florida Avenue, Deland, FL 32720
Quote Number: 24476
Order Type: Platform Change

Quote Date: July 15, 2022

Product Description:	Qty.	Unit Cost	Annual Total
<u>LASERFICHE ANNUAL SUBSCRIPTION - BASIC</u>			
☒ Laserfiche Business User Subscription (25-49 Users)	25	\$830.00	\$20,750.00
☒ Laserfiche Participant User Subscription (10-199 Users)	14	\$110.00	\$1,540.00
☒ Laserfiche Records Management Subscription	1	Included	Included
☒ Laserfiche Public Portal Subscription for Unlimited Laserfiche Servers	1	Included	Included
☒ Laserfiche Quick Fields Complete with Agent Subscription (10-Pack)	1	Included	Included
☒ Laserfiche Advanced Audit Trail Subscription	1	Included	Included
☒ Laserfiche Forms Portal Subscription	3	Included	Included
☒ Laserfiche ScanConnect Subscription	3	\$100.00	\$300.00
☒ Laserfiche Sandbox Subscription	3	Included	Included
☒ Laserfiche Integration with DocuSign Subscription	1	Included	Included
<i>Laserfiche Annual Recurring Subscription Subtotal</i>			<i>\$22,590.00</i>
<u>MCCI SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION</u>			
☒ Process Administration Support Services for Laserfiche	1	\$5,130.00	\$5,130.00
<i>Client needs are estimated based on the current components provided herein: up to 30 hours that will expire at the end of your renewal term.</i>			
☒ Training Center for Laserfiche Subscription (1-49 Users), Per User	25	\$78.00	\$1,950.00
☒ MCCi SLA for Laserfiche (25-49 Users)	1	\$2,500.00	\$2,500.00
<i>MCCI Supplemental Support Services Annual Recurring Subscription Subtotal</i>			<i>\$9,580.00</i>
GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION			\$32,170.00

MCCi PROFESSIONAL SERVICES - STATEMENT OF WORK

☒ Installation of Laserfiche Subscription	1	\$29,412.50	\$29,412.50
<i>Please see detailed Statement of Work (SOW)- Exhibit A.</i>			
Professional Services Subtotal			\$29,412.50

GRAND TOTAL - ONE-TIME SERVICES**\$29,412.50****EXISTING LASERFICHE SOFTWARE SUPPORT CREDIT**

☒ Laserfiche United Server for MS SQL	-1		
☒ Laserfiche Records Management Module	-1		
☒ Laserfiche Full User (Email & Snapshot Included)	-29		
☒ Laserfiche Retrieval User (Email Included)	-5		
☒ Laserfiche Plus Plug-in	-1		
☒ Laserfiche Standard Audit Trail	-1		
☒ Laserfiche ScanConnect (Legacy)	-3		
☒ Laserfiche Import Agent	-1		
☒ Laserfiche Software Support Credit Proration	1		
☒ Existing Laserfiche Software Support Credit Total			(\$2,328.65)

EXISTING MCCi SUPPLEMENTAL SUPPORT CREDIT

☒ Managed Support Services for Laserfiche	-1		
☒ MCCi Supplemental Support Services Credit Proration	1		
Existing MCCi Supplemental Support Credit Total			(\$148.09)

GRAND TOTAL - EXISTING SUPPORT CREDIT**(\$2,476.75)**

☒ Laserfiche One-Time Discount	1		(\$4,052.27)
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TOTAL LASERFICHE PROJECT COST**\$55,053.48***All Quotes Expire 30 Days from Quote Date***This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.****RECURRING SERVICES**

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. It will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

REMOTE SERVICES

All services will be performed remotely unless noted otherwise.

PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	Within 30 days of receipt of Order

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	▪ Initial Sale: Upon delivery of software or activation of the subscription ▪ Annual Renewal: 75 days in advance of expiration date
Professional Services: Statement of Work	Defined in Statement of Work

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.

SUPPLEMENTAL SUPPORT PACKAGES

As Client's first-tier solution provider, MCCi provides multiple options for technical support. Client's annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi Managed Support Services (MSS) or Process Administration Support Services (PASS) packages are strongly encouraged to be included with every renewal. Supplemental Support Packages are annual subscriptions and pricing is based on the package purchased and an advanced discounted block of hours, which expire on the same date as Client's annual renewal.

LASERFICHE

	Process Administration Support Services
Description	PASS
Easy access to MCCi's team of Certified Technicians for application break/fix support issues (i.e. error codes, bug fixes, etc.) ⁺	■
Remote access support through web conferencing service ⁺	■
Access to product update version and hotfixes (Client Download) ⁺	■
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums ⁺	■
Additional Remote Basic Training	■
Additional System Settings Consultation	■
Assistance with Implementation of Version Updates	■
Annual Review (upon Client's request) of Administration Settings	■
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	■
Configuration and maintenance of <i>basic</i> business processes and MCCi packaged solution utilizing Laserfiche Forms and Workflow	■
Configuration of Laserfiche Quick Fields sessions	■
Basic Records Management Module Overview Training	■
Administration Configuration Services	■
Dedicated Certified Professional	■
Proactive recurring consultation calls upon the Client's request	■
Annual Review of business process configurations	
Institutional Knowledge of Client's Solution	
Maintenance of MCCi/Client configured <i>complex</i> business processes	
Ability to schedule after-hours migrations/upgrades Monday-Friday 8 am to 10 pm ET and Saturday-Sunday from 12 pm to 4 pm ET	
Basic JavaScript, CSS, and Calculations for Laserfiche Forms [*]	

⁺ Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

^{*} Excludes the development of new integrations, large-scale development projects, and SQL queries.

**** Hours:** MCCi allows clients to use their hours for a multitude of services, as long as a request will not start a service that cannot be completed with the hours available. None of the packages listed above are intended to be utilized to configuration a new *complex* business process. In those instances, a separate SOW is required.

BUSINESS PROCESS DEFINITIONS (RELATIVE TO THE TABLE ABOVE)

A Workflow, Forms, or Quick Fields process that automates or streamlines an organization-specific process.

- **BASIC:** A business process requiring minimal configuration and virtually no institutional knowledge of the Client's business process, allowing an MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process.
- **COMPLEX:** A large business process with an extensive configuration that is mission-critical to the organization.
 - **EXAMPLES:** Large accounts payable process with a high volume of transactions, approval steps, database lookups, etc. Complex business processes require MCCi's Application Support Analyst to have institutional/process knowledge to configure the process.
 - For creation of new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with Client's Account Executive or Account Manager.
- **MCCi Packaged Solution:** A solution MCCi has created for a market that has a specific business process automation use.

SUPPLEMENTAL SUPPORT PACKAGE DESCRIPTIONS

CLIENT RESPONSIBILITIES (ALL PACKAGES)

- For self-hosted (applications hosted by Client) solutions: Configuring/maintaining backups and any general network, security, or operating system settings outside of Client's solution (Laserfiche, ABBYY, Blue Prism).
- Managing application-level security
- Managing and creating retention policies related to Records Management Module.
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary.
- Providing remote access capabilities as needed. If the Client requests MCCi to have unattended access, the Client assumes all responsibility for the related session(s). The Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.
- Creating/providing process diagrams (and any other necessary paperwork/examples).

PROCESS ADMINISTRATION SUPPORT SERVICES (PASS)

MCCi's **PASS** package provides all of the MSS 2 benefits, plus access to a dedicated representative and the ability to have recurring calls to discuss Client's current and upcoming projects. **PASS** pricing for the advanced block of hours is based on MCCi's Application Support Analyst hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as Client's annual renewal. **PASS** can be used for the following:

- **DEDICATED LASERFICHE CERTIFIED PROFESSIONAL**
While on MCCi's **MSS 2** level, Client will have access to MCCi's team of Certified Support Professionals; with **PASS** Client will have a representative dedicated to Client's organization.
- **SCHEDULED RECURRING CONSULTATION CALLS**
Upon Client's request, Client's **PASS** representative will schedule recurring calls with Client to discuss Client's current and upcoming projects. This helps us stay on the same page with Client and ensure tasks and project milestones are being completed.

SERVICE LEVEL AGREEMENT (SLA)

MCCi's SLAs are offered as additional options to Client's annual support/subscription. An SLA offers clients escalated response times depending on the severity of the support issue, as well as other additional benefits. The SLA documentation and pricing is readily available upon request. MCCi currently has two separate SLAs available:

- Infrastructure Hosting
- Application Support (Client Self-Hosted)
- Application Support (Cloud Applications)

THE TRAINING CENTER FOR LASERFICHE

MCCi's Training Center for Laserfiche annual subscription provides an easy, cost-effective way for all users in Client's organization to access training videos for Laserfiche and ABBYY.

BENEFITS

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for Client's entire organization
- User determined schedule and pacing
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance Client's organization's internal Laserfiche training program

**The Training Center subscription gate is based on Laserfiche user counts*

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

CONFIGURATION ASSISTANCE

Many of MCCi's packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain, a non-exclusive, royalty-free, world-wide, perpetual license to use the product(s) if such product(s) is integrated into the solution purchased by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally, without MCCi's help. MCCi is not responsible for any damages caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to as provided by software

manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

LASERFICHE ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

HARDWARE REQUIREMENTS & INSTALLATION

Client is responsible for ensuring they meet the recommended hardware requirements, which are available upon request. One (1) of each of the following components will be installed as part of Client's Laserfiche solution by default unless Pricing section states otherwise:

LASERFICHE SUBSCRIPTION

- Laserfiche Server
- Windows Client & Administration Console
- Web Client*
- Mobile Server
- Federated Search*
- Directory Server (LFDS)* †
- Import Agent
- Workflow (Professional/Business only)
- Forms* (Professional/Business only)
- Audit Trail

**Requires SSL/TLS Certificate. Client is responsible for acquiring and installing prior to Laserfiche implementation. Certificate requirements for Laserfiche Directory Server can be [found here](#).*

†Required for all Rio and Avante systems and cannot be removed.

Note: *Configuring a test environment, setting up an external DMZ, and/or setting up failover/load balancing are not included by default and must be detailed and priced in the applicable Statement of Work to be implemented.*

LASERFICHE END USER LICENSE AGREEMENT (EULA)

By accepting this Order, Client acknowledges Laserfiche's EULA and agrees to abide by its terms and absolve MCCi of any Laserfiche product-related liability.

LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are applicable to actively supported perpetual software and are bundled with on-premises Subscription and Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche. On-premises Subscription and Cloud system subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Access to new product update versions and hotfixes
- Software credit eligibility for product upgrades, as determined by Laserfiche's then current policy
- Continued access to Client's Laserfiche solution*

** Specific to Laserfiche Cloud and Laserfiche on-premises Subscription licensed Clients*

POLICIES

- To receive periodic product updates for a Laserfiche Software Solution, its associated software support plan must be purchased and maintained throughout the software term.
- All software support plan subscriptions are annual, prepaid and non-refundable
- The annual term start date for new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf.

- For platform upgrades, software and support credit eligibility is determined by Laserfiche's then current policy. To receive any available software or support credit, Client's support plan must be active (i.e., support plan has not expired)
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date (i.e. prorating for less than four months may not be permissible due to the timing of renewal invoicing.)

LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
- Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
- Perpetual software support plan: Access to the Laserfiche support website and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche.
- Laserfiche on-premises Subscription or Laserfiche Cloud: Access to Client's Laserfiche solution will be turned off after 30 days and Client's access to the Laserfiche support website, and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche. Laserfiche on-premises Subscription Clients must reactivate the on-premises Subscription system following payment of the software support plan renewal to ensure uninterrupted usage.
- Reinstatement Fees: In order to receive uninterrupted support for perpetual on-premises Laserfiche Software Solutions, Client must maintain a software support plan for the term of the Laserfiche Software Solution. In the event that Client's software support plan is expired for more than 45 days, the plan will need to be reinstated. Reinstatements reset the annual date of the software support plan, and the cost includes one year of the software support plan in addition to the Reinstatement Fee. The Reinstatement Fee is a 10% markup on the lapsed value of the software support plan. The Reinstatement Fee includes the number of days lapsed since your software support plan expired.

INTEGRATIONS

Third-party Laserfiche integrations or utilities may consume one (1) or more Laserfiche user licenses depending on how the vendor designed and coded the integration. These additional licensing needs should be verified by Client and considered in the user licensing purchased.

LASERFICHE SOLUTION PROVIDER OF RECORD

As Client's current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client's support account, along with the ability to download software licenses and activations, process subscription renewals and initiate additional purchases on Client's behalf. Unless Client decides to cancel Client's contract with MCCi or work with Laserfiche to formally change Client's Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.

Exhibit A

Statement of Work

City of Deland

Installation of Laserfiche Subscription

Issued: July 15, 2022

Valid for 30 days



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STATEMENT OF WORK ("SOW")

This Statement of Work (including appendices hereto, the ("SOW") is part of Client's Master Agreement with MCCi (the "Master Agreement") and will serve as an Exhibit to the Order. If there is any conflict or inconsistency between the provisions of this SOW and the Master Agreement, the provisions of the Master Agreement shall apply unless the discrepancy is specifically called out within this SOW in which case this SOW shall control solely with respect to such conflict or inconsistency. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Master Agreement. In consideration of the foregoing and of the mutual covenants and promises set forth herein, MCCi and Client agree as follows:

BACKGROUND

Client has engaged MCCi to implement Laserfiche 11 Subscription and help them migrate their existing Laserfiche data over to the new servers. In addition, they will be moving from a legacy Laserfiche system to one that has many more Laserfiche products and so there will be an opportunity to train the Client on all the new additions, features, and tools.

PROJECT OBJECTIVES

- Installation of Laserfiche Subscription
- Installation of Public Facing Laserfiche Web Products
- Reconfiguration of existing Laserfiche system
- Records Management Configuration
- Laserfiche End User Training
- Laserfiche IT Administration Training

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PROJECT STAKEHOLDERS

GENERAL INFORMATION

PROJECT NAME	PROJECT MANAGER	MCCi SINGLE POINT OF CONTACT
Installation of Laserfiche Subscription	TBD at Project Kick Off	Menfis Clark

MCCi SOW PREPARATION INFORMATION

NAME	TITLE	EMAIL	PHONE NUMBER
Rose Brewer	Solutions Architect	rbrewer@mccinnovations.com	850-701-0725 ext. <u>1674</u>

CLIENT DECISION MAKER

NAME	TITLE	EMAIL	PHONE NUMBER
Greg Whidden	IT Director	whiddeng@deland.org	(386) 626-7088

CLIENT PROJECT STAKEHOLDERS

NAME	TITLE	EMAIL	PHONE NUMBER
Greg Whidden	IT Director	whiddeng@deland.org	(386) 626-7088

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MILESTONES & DELIVERABLES

MILESTONE	DELIVERABLES
#1: Installation of Laserfiche Subscription	MCCi System Engineer will, while remotely accessing the Client's system, will install and provide initial configuration of the following applications: Laserfiche Server, Laserfiche Directory Server, Laserfiche Web Client, Import Agent, Forms Professional and Advanced Audit Trail. CLIENT DELIVERABLES - Provision of Microsoft Windows Server(s) that meet(s) the Laserfiche system requirements. - Acquire, install, and set up TLS Certificates that meet Laserfiche requirements. - Open necessary Firewall ports. - Grant unattended remote server access to MCCi. - Provide a Windows Account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory). MCCi DELIVERABLES - Install and configure one (1) instance of each application in one (1) environment (e.g., Test, Dev, Staging, QA, etc.) as outlined in the Laserfiche Assumptions section. - Basic software deployment testing. EXCLUSIONS - Installing and configuring failover clusters or load balancing. - Configuring servers in DMZs. - Training and/or video recordings. - Migration of existing Laserfiche environment/applications to new environment. - Configuring Identity Providers other than Active Directory. - Installation of Laserfiche Windows Client, Workflow, Web Link, Distributed Computing Cluster, Mobile Server, Federated Search, and ScanConnect. ASSUMPTIONS - Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers. - Included if applicable; Installation and Configuration of AD CS Services package, see package description for full detail. - Site to Site VPN will provided form access and authentication into Laserfiche Form's Professional for any employees needing access at work or out in the field
#2: Installation of Public Facing Laserfiche Web Products	MCCi System Engineer will, while remotely accessing the Client's system, will install and configure the below: CLIENT DELIVERABLES - Acquire, install, and set up TLS Certificates that meet Laserfiche requirements - Provision servers in DMZ or Reverse Proxy - Configure appropriate DNS entries - Open necessary Firewall ports - Grant unattended remote server access to MCCi

	▪ Provide a Windows Account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory) MCCI DELIVERABLES ▪ Install and configure one (1) instance of Laserfiche Forms and WebLink in one (1) environment (E.g., Test, Dev, Staging, QA, etc.) in a DMZ or Reverse Proxy ▪ Configure Laserfiche software to use TLS Certificates supplied by Client ▪ Configure Laserfiche software to communicate with necessary internal servers ▪ Assuming Weblink is the instance chosen for installation and configuration: ▪ Basic configuration using the WebLink Designer not to exceed 3 hours ▪ Configure WebLink access security to one level from the root on one repository for the public user account ▪ Basic software deployment testing EXCLUSIONS ▪ Installing and configuring failover clusters or load balancing ▪ Provisioning client servers in DMZs ▪ Training and/or providing video recordings ▪ Anything not expressly included ▪ Customization of WebLink asp.net file ▪ Configuration of Folder Filter Expression
#3: Reconfiguration of Existing Laserfiche System	MCCI System Engineer will, while remotely accessing the Client's system, will do the below after hours, when the Client's employees are not working: 1. Reattach existing Laserfiche Repository, volumes, and SQL database to new Laserfiche Subscription system 2. Update four (4) Import Agent Profiles to the new Laserfiche Server 3. Remap BS&A connector with Laserfiche 4. Transition Repository users and groups to Laserfiche Directory Accounts EXCLUSIONS ▪ Adding access rights and security ASSUMPTIONS ▪ Repository user accounts can be migrated using the User Account Migration tool. If the tool is not able to be used a change order may be needed ▪ BS&A Laserfiche integration is compatible with Laserfiche 11
#4: Records Management Configuration	MCCI System Engineer will, while remotely accessing the Client's system, will do the below: CLIENT DELIVERABLES ▪ Provide unattended access to servers hosting related application to project ▪ Provide a client representative to participate in organizing the repository through templates and folder structure and plan out the templates, record types, and folder structure, not to exceed 15 record types that will be implemented ▪ Provide all necessary information on the retention schedules to be implemented ▪ Assemble a testing team to complete User Acceptance Testing (UAT) within two (2) weeks of the completion of deployment ▪ Complete all final testing and confirmation that process functions as described

	MCCi DELIVERABLES ▪ Create up to three (3) templates, up to 15 Record Series, and up to 15 folders ▪ Build workflow(s) to file records in correct record series and create a shortcut in the end user folder structure. Workflows will be based on information that users input into the template when adding the document to Laserfiche. These workflows will be for filing purposes only and not include any business process steps for approval, review, etc. ▪ Build a workflow to run on a schedule set by Client that sends an email notification (to Client's Records Manager and up to one (1) other user) with up to three (3) links to display a list in the Web Client of all records available for cutoff, disposition, or vital records that need review ▪ Conduct ½ day of remote "train the trainer" training on administering and executing the processes built by the MCCi project team. ▪ Conduct alpha and beta testing on the built processes. MCCi will transition project to Client UAT team once beta is complete and successful EXCLUSIONS ▪ Creating training documentation for these processes ▪ Conducting final testing prior to Client going live with the system and configurations ▪ Managing or providing upkeep of the Laserfiche Records Management System ▪ Configuring any e-mail notifications for records management actions outside of basic notifications for records available for cutoff, records available for disposition, and vital documents for review ▪ Software installation ▪ Anything not listed as included ASSUMPTIONS ▪ Client must own Laserfiche Records Management Edition and Laserfiche Workflow ▪ Client owns and has Laserfiche Web Client installed and configured
#5: Laserfiche User Training	MCCi Trainer will train Client's Laserfiche users on the below: MCCi DELIVERABLES ▪ 3-hour remote training session ▪ Using Laserfiche Forms, accessing their tasks and creating reports ▪ Using Laserfiche Public Portal, features, searching capabilities ▪ Using Advanced Audit Trail ASSUMPTIONS ▪ Training to be completed after client kick-off call, but before discovery phase ▪ Client does not have the Training Center for Laserfiche subscription
#6: Laserfiche IT Administrator Training	MCCi Technical Trainer will provide training to the IT Administrator(s) who would be responsible for user licensing and overall security of the Laserfiche system. CLIENT DELIVERABLES ▪ Has a license available for each attendee participating in the training ▪ Provide the requisite IT resources MCCi DELIVERABLES ▪ Provide Repository Architecture Overview

	▪ Laserfiche Directory Server Training ▪ User and Application Licensing ▪ Technical Support Overview ▪ Provide training up to 6 users per session ▪ 1 standalone one hour session
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EXCLUDED

GENERAL

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining a backup and recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to configuration changes made by Client’s team prior to system Handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.
- MCCi is not responsible for anything not expressly included in this SOW.

SOW ASSUMPTIONS

The following assumptions serve as the basis for this SOW. Any service or activity not described in this SOW is not included in the Scope of services to be provided. Variations to the following may impact the SOW's cost and/or schedule justifying a Change Order (defined below).

DELIVERABLE ACCEPTANCE CRITERIA

- MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements.
- Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary.
- If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail.
- MCCi shall use reasonable efforts to promptly resolve any such deficiencies.
- Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above.
- Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

GENERAL

- Client agrees that the work schedule described herein represents MCCi's current best estimate and is subject to possible change due to circumstances beyond MCCi's direct control and/or new or additional information discovered during the course of the project. Further, Client understands and acknowledges that MCCi's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Client, the timeliness of Client business decisions, and the performance of Client and Client's vendor personnel in meeting their obligations for this project and in accordance with this SOW.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with a potential impact analysis of timeline and budget within five (5) business days of identification.
- Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client shall provide MCCi accurate data throughout the requirements gathering process.
- Client is responsible to ensure that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the Business Process Configuration, related software, etc.
- Any additional software licensing needs related to this service/process configuration have not been considered or included as part of this SOW. Client is responsible for ensuring that the required software licensing is available.
- If the Services require MCCi to access or use any third party software products provided or used, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any claims, actions, demands, lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) to the extent arising from MCCi's access to or use of such third party products.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a Change Order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Through the course of this project, MCCi may choose to utilize the third-party service Asana (<http://www.asana.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Asana.

- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the Services will, on reasonable notice: (i) be available to assist MCCi's personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under this SOW; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with this SOW.
- The Post-Implementation Configuration Assistance is intended to incur no more than 10 hours over the 30-day period. This assistance is intended to aid in transitioning Client to MCCi Support.
- All Services pricing assumes the Client will grant MCCi unattended access to the required infrastructure for the project. Failure to provide this access will result in a Change Order increasing the cost to the Client and the timeline of the project.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

INSTALLATION

- Client shall be responsible for setting up, testing, configuring, and otherwise managing users and user group security, privileges, feature rights, and access rights.
- Client shall provide support for any API-related configurations and integrations being developed by its team or third parties.
- Client shall identify users participating in the business processes and ensure that appropriate user licensing has been acquired/assigned to them based on their role.
- MCCi's technical team will be provided unattended remote access to Client's applicable servers during the duration of the project outlined in this SOW.

[remainder of page left intentionally blank]

ROLES & RESPONSIBILITIES

PROJECT MANAGER

Responsible for planning, organizing, managing, controlling, and facilitating communicating all phases of the project. Will work with project resources to ensure accurate scoping and timely delivery of project.

SYSTEM ENGINEER

Responsible for integrating project technical aspects and making information relatable to non-technical personnel. Will work through each phase of the given system and process, from plan along with expansion to validation and operation, on measurable risk assessment, regularly concentrating on performance, testing, scheduling, and budgets.

SOLUTIONS ARCHITECT

Responsible for evaluating a client's business needs and determining how MCCi can support them by leveraging our expertise and technology solutions.

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BILLING SCHEDULE

FIXED FEE BILLING SCHEDULE

MCCi will bill Client based on the schedule defined below and will bill for actual out of pocket expenses incurred on a monthly basis.

Upon Achievement of the Milestone(s) Below	Invoice Amount
Kick Off	\$ 4,411.88
Achievement of Deliverables 1,2	\$ 9,988.12
Achievement of Deliverable 3,4	\$10,125.00
Achievement of Deliverable 5,6 / Project Close – Final Acceptance	\$4,887.50
Total:	\$29,412.50

MCCi will initiate monthly progress bills approximately 30 days after Kick Off. Any pending billing will be invoiced upon completion of the SOW.

If Client cancels this SOW between completed milestones in accordance with the Master Agreement, MCCi may invoice Client for a pro-rated share of the uncompleted milestone(s) for services actually performed through the effective date of such termination.

PROCESS & ESCALATION

CHANGE ORDER PROCESS

A Change Order is defined as a modification to the original contract price to complete Deliverables outlined in the SOW or a revised SOW to describe work required to fulfil the SOW. As this project progresses, it may be necessary to amend this SOW. Client understands that any change to this initial SOW will affect the fee and may extend the project completion date. If changes are required, Client will send a written request to MCCi outlining the requested change(s). MCCi will assess the change(s) and provide Client with a formal Change Order request. This Change Order will include the details of the scope change, as well as any additional cost that may be necessary in order to implement the same. It may be necessary to halt work on this project while Client reviews the Change Order request. After reviewing and approving the Change Order request, Client must return a signed copy to MCCi before work may proceed on the project.

ISSUE ESCALATION

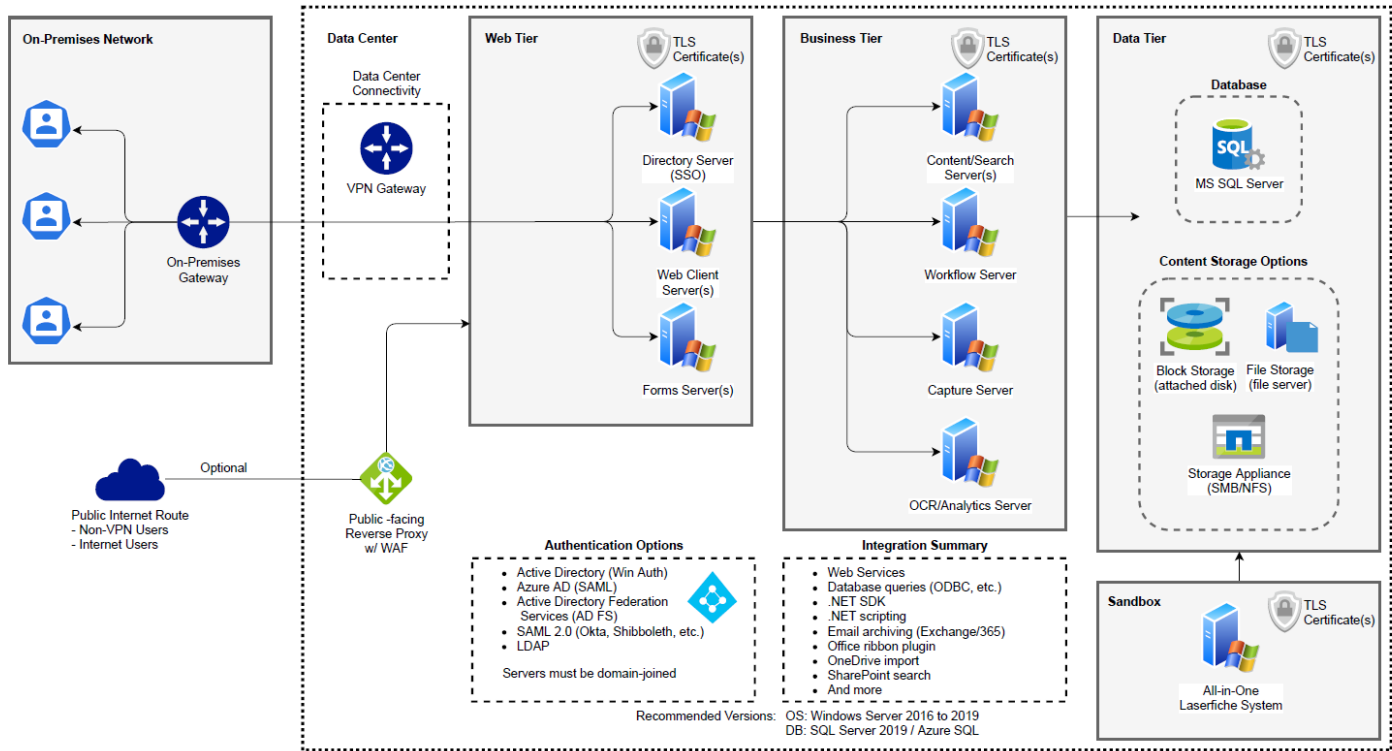
Client may use the following contact information for resolution and escalation of any unresolved issues and tasks. MCCi will acknowledge escalations in writing and include steps toward resolution.

NAME	RESPONSIBILITY/ROLE	CONTACT NUMBER	EMAIL
Victor D'Aurio	Chief Operating Officer	850-701-0725 ext. 1604	victor@mccinnovations.com

APPENDIX A

ITEM #1 – LASERFICHE ARCHITECTURE

Laserfiche Architecture



ADDENDUM NO. 2 TO MASTER SERVICES AGREEMENT NO. 19684

MCCI TRAINING SERVICES ORDER

Pursuant to Master Services Agreement No. 19684 ("Agreement"):

This MCCI Training Services Order, designated as Addendum No. 2 is entered into as of _____, ("Addendum Effective Date"), by and between MCCI and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum No. 2 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCI, LLC

Signed: 

Name: Donald Barstow

Title: President and CEO

Date: July 19, 2022

CITY OF DELAND ("Client")

Signed: _____

Name: _____

Title: _____

Date: _____

PRICING: MCCi TRAINING SERVICES



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill /Ship to: Greg Whidden
whiddeng@deland.org
cc AP Contact: Armstrongh@Deland.Org

Client Name: City of Deland
Client Address: 120 South Florida Avenue, Deland, FL 32720
Quote Number: 24477
Order Type: Services

Quote Date: July 15, 2022

Service Description:

Qty. Unit Cost Total

MCCi SERVICE PACKAGES

☒	Process Automation Designer Training on Laserfiche Forms - Level 1 (Remote)	1	\$2,921.25	\$2,921.25
☒	Process Automation Designer Training on Laserfiche Workflow - Level 1 (Remote)	1	\$3,146.25	\$3,146.25

GRAND TOTAL - ONE-TIME SERVICES

\$6,067.50

TOTAL LASERFICHE PROJECT COST

\$6,067.50

All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

REMOTE SERVICES

All services will be performed remotely unless noted otherwise.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
Service Packages	50% of the total upon receipt of Order, remaining 50% of each Service Package upon delivery completion and Client acceptance.

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.

SERVICE PACKAGES

GENERAL ASSUMPTIONS

To determine which platform/licenses are applicable, please refer to the [Pricing](#) section. The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the Scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule justifying a change order.

- MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client is responsible to ensure that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the services performed.
- Any additional software licensing needs related to this service/process configuration have not been considered or included as part of service packages. Client is responsible for ensuring that the required software licensing is available.
- If the Services require MCCi to access or use any third party software products provided or used, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any claims, actions, demands, lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) to the extent arising from MCCi's access to or use of such third party products.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Through the course of this project, MCCi may choose to utilize the third-party service Asana (<http://www.asana.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Asana.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist MCCi's personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the services as reasonably necessary; and (iii) be available to assist MCCi with any other activities or tasks required to complete the services.
- All Services pricing assumes the Client will grant MCCi unattended access to the required infrastructure for the project. Failure to provide this access will result in a Change Order increasing the cost to the Client and the timeline of the project.
- Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.

- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- Firewall ports will be opened for and unattended remote access on all necessary servers will be granted to MCCi.
- All services will be performed Monday – Friday, 8 am to 5 pm EST.
- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through the Training Center for Laserfiche.
- Client will acquire, install, and setup TLS certificates that meet application requirements.

GENERAL TESTING DEFINITIONS

- Alpha Testing – Defined as internal acceptance testing performed by the project team prior to releasing the product or configuration to the Client
- Basic Deployment Testing – Defined as testing to ensure that the crucial functions of the system are operating properly, and that the deployment is stable
- Beta Testing – Defined as the testing performed to verify functionality and fulfillment of user requirements
- User Acceptance Testing – Defined as testing performed by the Client's users to verify and accept the implemented functionality or deployment.

GENERAL EXCLUSIONS

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining backups, backup plans or recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to, configuration changes made by Client prior to system handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.

PROCESS AUTOMATION DESIGNER TRAINING ON LASERFICHE FORMS

MCCi's Laserfiche Forms Training is designed to be highly interactive. The goal is to quickly empower individuals in your organization to learn Laserfiche Forms. Individuals will learn not only how to create and maintain webforms but also apply their new skills to streamlining approval and review processes. Lastly, training is completed in your Laserfiche Forms environment, ensuring attendees have the right permissions to get started after training.

In Level 1, attendees are led through exercises designed to showcase commonly used features and tools within Laserfiche Forms.

In Level 2, attendees get all Level 1 and spend an extra session building a process custom to your organization. In one (1) 2-hour remote sessions prior to training, attendees are led through a process design workshop with the instructor to isolate and plan out a process. Attendees then apply their new skills during the last session to the outlined process.

In Level 3, attendees get all of Level 2 and are offered additional remote assistance post-training. This is especially useful if the identified process is complex, and attendees prefer more coaching beyond the Level 2 training session.

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Appoint a Forms Configuration Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Provide the requisite IT resources
- Provide MCCi with a mapped-out narrative of specified business process sample forms, approval steps and approvers, metadata requirements, etc. (Level 2 and Level 3 only)

MCCI DELIVERABLES

- Provide Process Automation training according to the level of package purchased. CSS and JavaScript are outside the scope of this training package
- Provide training for up to (six) 6 users per session

Description	Level 1	Level 2	Level 3
Product Training	Laserfiche Forms	Laserfiche Forms	Laserfiche Forms
Instructor-Led Sessions	2 sessions remote (6 hours total)	4 sessions remote (12 hours total) or 2 days onsite	4 sessions remote (12 hours total) or 2 days onsite
Exercises Designed to Learn Tools and Explore Features	Included	Included	Included
Coaching on a Process Design	Not Included	1 session remote (2 hours total)	1 session remote (2 hours total)
Remote Post Training Configuration Assistance	Not Included	Not Included	Included, up to 30 calendar days from the last training session, not to exceed 10 hours

PROCESS AUTOMATION DESIGNER TRAINING ON LASERFICHE WORKFLOW

MCCi's Laserfiche Workflow Training is designed to be highly interactive. The goal is to quickly empower individuals in your organization to learn Laserfiche Workflow. Individuals will learn how to build workflows to replace repetitive steps performed in the repository, send email notifications, promote uniform document filing and naming, and potentially integrate with other applications through data lookups and insertions. Lastly, training is completed in your Laserfiche environment, ensuring attendees have the right permissions to get started after training.

In Level 1, attendees are led through exercises designed to showcase commonly used features and tools within Laserfiche Workflow.

In Level 2, attendees get all Level 1 and spend an extra session building a process custom to your organization. In one 2-hour remote sessions prior to training, attendees are led through a process discovery workshop with the instructor to isolate and plan out a workflow. Attendees then apply their new skills during the last session to the outlined workflow.

In Level 3, attendees get all Level 2 and are offered additional remote assistance post-training. This is especially useful if the identified workflow is complex, and attendees prefer more coaching beyond the Level 2 training session.

CLIENT DELIVERABLES

- Provide each attendee participating in the training access to Workflow Designer and Workflow Administration Console

- Appoint a Workflow Configuration Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Provide the requisite IT resources
- Provide MCCi with a mapped-out narrative of specified business process sample forms, approval steps and approvers, metadata requirements, etc. (Level 2 and Level 3 only)

MCCI DELIVERABLES

- Provide Workflow Designer training on commonly used activities according to the level of package purchased. Activities that require skills not related to Laserfiche to configure (i.e., SQL queries, VBA, C#, Microsoft .NET Framework, API calls) are outside the scope of this training package
- Provide training for up to six (6) users per session

Description	Level 1	Level 2	Level 3
Product Training	Laserfiche Workflow	Laserfiche Workflow	Laserfiche Workflow
Instructor-Led Sessions	2 sessions remote (6 hours total)	4 sessions remote (12 hours total) or 2 days onsite	4 sessions remote (12 hours total) or 2 days onsite
Exercises Designed to Learn Tools and Explore Features	Included	Included	Included
Coaching on a Process Design	Not Included	1 session remote (2 hours total)	1 session remote (2 hours total)
Remote Post Training Configuration Assistance	Not Included	Not Included	Included, up to 30 calendar days from the last training session, not to exceed 10 hours

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

CONFIGURATION ASSISTANCE

Many of MCCi's packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain, a non-exclusive, royalty-free, world-wide, perpetual license to use the product(s) if such product(s) is integrated into the solution purchased by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally, without MCCi's help. MCCi is not responsible for any damages caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to as provided by software manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

Letter of Removal - For Changing Licensing Models

The undersigned certify to Compulink Management Center, Inc. dba Laserfiche ("Laserfiche") that the following Laserfiche products for the below listed organization's perpetual Laserfiche licensed system will be deleted from such organization's computer systems within 60 days from the start of the new Laserfiche subscription licensing:

SKU	Product	LSAP Type	Quantity	Support Expiration	Serial Number
97840UB	Plus for Digital Archiving	United	1	November 01, 2022	VALN-IINN-ETGN-IAII
97870UB	Audit Trail	United	1	November 01, 2022	VALN-IINN-ETGN-IAII
FXB	Full Concurrent User	United	29	November 01, 2022	VALN-IINN-ETGN-IAII
PIB	Import Agent	United	1	November 01, 2022	VALN-IINN-ETGN-IAII
QF-1B	Scan Connect	United	3	November 01, 2022	VALN-IINN-ETGN-IAII
RM2B	Records Management	United	1	November 01, 2022	VALN-IINN-ETGN-IAII
RXB	Retrieval Concurrent User	United	5	November 01, 2022	VALN-IINN-ETGN-IAII
S3B	Standard Server	United	1	November 01, 2022	VALN-IINN-ETGN-IAII

The undersigned acknowledge and agree that any credit to the current subscription term by Laserfiche has been issued conditionally upon removal of the above listed software and/or license(s), and that said organization will be charged the amount of the credit if any applicable activation keys have not been deactivated by the end of the above listed timeframe.

City of Deland, FL

Location

Registered End User/Organization Name

Email Address

Signed By:

MCCI

Name:

Laserfiche Authorized Solution Provider Name

Signed By:

Title:

Donald Barstow

Date

Name:

President and CEO

Title:

July 19, 2022

Date

3717 Appalachee Parkway, Tallahassee, FL 32311

Location

salesoperations@mccinnovations.com

Email Address

CITY OF DELAND
Request for Commission Action
August 1, 2022

SUBJECT: Consideration re Award of Bid for Electrical Homerun Replacement.

DEPARTMENT: Airport

PREPARED BY: john Eiff, Airport Manager

ATTACHMENTS: Bid Tabulation, Recommendation of Award Letter

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

SUMMARY/HIGHLIGHT:

In March, 2022, the subject project was advertised via the internet based Demandstar and the local newspaper. Bids were received from H.L. Pruitt Corp. and Aviation Construction & Electric, LLC and the results are presented in the attached bid tabulation.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The lowest bidder, H.L Pruitt Corp. bid amount is \$684,500.00. The FAA is funding this project 90% or \$616,050.00, FDOT is funding 8% or \$54,760.00 and the Airport fund will pay 2% or \$13,690.00 after review of the lowest responsive bid proposal.

RECOMMENDATION:

Staff recommends that the City Commission award Electrical Homerun Replacement Project to H.L Pruitt Corp. in the amount of \$684,500.00.

BACKGROUND/DISCUSSION:

Completion of the construction is expected to be completed in Winter 2023.

DELAND MUNICIPAL AIRPORT
ELECTRICAL HOMERUN REPLACEMENT
FAA AIP NO. 3-12-0019-023-2019
FDOT FM NO. 447565-1-94-01
BID TABULATION

					ENGINEER'S ESTIMATE		H.L. PRUITT CORPORATION		AVIATION CONSTRUCTION & ELECTRIC, LLC	
INDEX	PAY ITEM	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	SP-9-1	INCREASED INFLATION ALLOWANCE	AL	1	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
2	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	LS	1	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00	\$14,000.00	\$14,000.00
3	C-105-1	MOBILIZATION	LS	1	\$77,840.00	\$77,840.00	\$68,000.00	\$68,000.00	\$55,000.00	\$55,000.00
4	C-105-2	CONSTRUCTION SURVEY	LS	1	\$10,000.00	\$10,000.00	\$2,800.00	\$2,800.00	\$20,000.00	\$20,000.00
5	C-105-3	SAFETY, SECURITY, AND MAINTENANCE OF TRAFFIC	LS	1	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
6	SP-104-1	TEMPORARY POWER & TEMPORARY AIRFIELD LIGHTING/SIGNAGE/NAVIGATIONAL FACILITIES	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00
7	SP-105-1	ELECTRICAL DEMOLITION	LS	1	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$9,000.00	\$9,000.00
8	L-108-1	1/C L-824 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE, INSTALLED IN DUCT OR CONDUIT	LF	15,000	\$2.50	\$37,500.00	\$1.70	\$25,500.00	\$1.50	\$22,500.00
9	L-108-2	#8 AWG, THWN-2, 600V, INSULATED COPPER CONDUCTOR, INSTALLED IN DUCT OR CONDUIT	LF	16,500	\$2.50	\$41,250.00	\$1.70	\$28,050.00	\$2.75	\$45,375.00
10	L-108-3	1/C #2 AWG SOLID COPPER COUNTERPOISE CABLE, INSTALLED OVER DUCT OR CONDUIT	LF	9,000	\$3.00	\$27,000.00	\$2.50	\$22,500.00	\$2.25	\$20,250.00
11	L-108-4	3/4" DIAMETER BY 10.00' LONG COPPER CLAD STEEL SECTIONAL GROUND ROD	EA	200	\$110.00	\$22,000.00	\$100.00	\$20,000.00	\$150.00	\$30,000.00
12	L-108-5	FIELD LIGHTNING ARRESTOR ASSEMBLY	EA	8	\$800.00	\$6,400.00	\$700.00	\$5,600.00	\$1,000.00	\$8,000.00
13	L-109-1	VAULT MODIFICATIONS	LS	1	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00
14	L-110-1	1 WAY 2" SCHEDULE 40 PVC DIRECT BURIED DUCT	LF	2,000	\$6.00	\$12,000.00	\$9.00	\$18,000.00	\$7.00	\$14,000.00
15	L-110-2	2 WAY 2" SCHEDULE 40 PVC DIRECT BURIED DUCT	LF	1,650	\$12.00	\$19,800.00	\$16.00	\$26,400.00	\$11.00	\$18,150.00
16	L-110-3	4 WAY 2" SCHEDULE 40 PVC DIRECT BURIED DUCT	LF	1,450	\$24.00	\$34,800.00	\$26.00	\$37,700.00	\$17.00	\$24,650.00
17	L-110-4	6 WAY 2" SCHEDULE 40 PVC DIRECT BURIED DUCT	LF	250	\$36.00	\$9,000.00	\$35.00	\$8,750.00	\$25.00	\$6,250.00
18	L-110-5	10 WAY 2" SCHEDULE 40 PVC DIRECT BURIED DUCT	LF	250	\$60.00	\$15,000.00	\$50.00	\$12,500.00	\$39.00	\$9,750.00
19	L-110-6	1 WAY 2" SCHEDULE 40 PVC DIRECTIONAL BORED DUCT	LF	150	\$15.00	\$2,250.00	\$22.00	\$3,300.00	\$20.00	\$3,000.00

ELECTRICAL HOMERUN REPLACEMENT
BID TABULATION
(CONTINUED)

					ENGINEER'S ESTIMATE		H.L. PRUITT, CORP.		AVIATION CONSTRUCTION & ELECTRICAL, LLC	
INDEX	PAY ITEM	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
20	L-110-7	2 WAY 2" SCHEDULE 40 PVC DIRECTIONAL BORED DUCT	LF	500	\$25.00	\$12,500.00	\$24.00	\$12,000.00	\$21.00	\$10,500.00
21	L-110-8	4 WAY 2" SCHEDULE 40 PVC DIRECTIONAL BORED DUCT	LF	400	\$50.00	\$20,000.00	\$32.00	\$12,800.00	\$29.00	\$11,600.00
22	L-110-9	6 WAY 2" SCHEDULE 40 PVC DIRECTIONAL BORED DUCT	LF	400	\$70.00	\$28,000.00	\$54.00	\$21,600.00	\$39.00	\$15,600.00
23	L-110-10	10 WAY 2" SCHEDULE 40 PVC DIRECTIONAL BORED DUCT	LF	400	\$110.00	\$44,000.00	\$72.00	\$28,800.00	\$55.00	\$22,000.00
24	L-110-11	1 WAY 4" SPLIT DUCT	LF	100	\$45.00	\$4,500.00	\$20.00	\$2,000.00	\$10.00	\$1,000.00
25	L-115-1	L-867D BASE CAN WITH 3/4" BLANK COVER	EA	3	\$1,800.00	\$5,400.00	\$1,400.00	\$4,200.00	\$2,500.00	\$7,500.00
26	L-115-2	JUNCTION CAN PLAZA - TWO "D" CAN	EA	8	\$7,000.00	\$56,000.00	\$4,000.00	\$32,000.00	\$6,000.00	\$48,000.00
27	L-115-3	JUNCTION CAN PLAZA - FOUR "D" CAN	EA	7	\$12,000.00	\$84,000.00	\$7,000.00	\$49,000.00	\$11,000.00	\$77,000.00
28	L-115-4	JUNCTION CAN PLAZA - SIX "D" CAN	EA	2	\$17,000.00	\$34,000.00	\$9,500.00	\$19,000.00	\$14,000.00	\$28,000.00
29	L-115-5	JUNCTION CAN PLAZA - TEN "D" CAN	EA	2	\$24,000.00	\$48,000.00	\$15,000.00	\$30,000.00	\$25,000.00	\$50,000.00
TOTAL BID						\$856,240.00		\$684,500.00		\$769,125.00

Craig Sucich, P.E.

Mr. John Eiff
DeLand Municipal Airport
Recommendation to Award
Electrical Homerun Replacement
April 11, 2022
Page 2 of 2



The remainder of the bid submitted by Pruitt was reviewed for completeness and compliance. They included the required proposal, bidding, bonding, and reference paperwork.

Notwithstanding the City's Legal Counsel review, **AVCON** recommends Award of the Contract to **H.L. Pruitt Corporation** for the Bid Total of **\$684,500.00 (Six Hundred Eighty-Four Thousand, Five Hundred Dollars and 00/100)**, subject to the availability of funding.

We stand ready to assist the Airport in the implementation of this project. Should you have any questions or require additional information, please do not hesitate to call.

Sincerely,

AVCON, INC.

A handwritten signature in black ink, appearing to read "Craig Sucich", is positioned above the printed name and title.

Craig Sucich, PE
Project Manager

Enclosure: Bid Tabulation

CITY OF DELAND
Request for Commission Action
August 1, 2022

SUBJECT: Consideration re Approval of Construction Oversight Services - AVCON, Inc. Electrical Homerun Replacement.

DEPARTMENT: Airport

PREPARED BY: john Eiff, Airport Manager

ATTACHMENTS: AVCON -DED Electrical Homerun_Construction Phase Svcs_041122

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

SUMMARY/HIGHLIGHT:

The airfield lighting electrical “homeruns” from our original transformer vault are obsolete and, in some cases, inoperative. This request is to authorize professional services required to construct Electrical Homerun Replacement. The consultant’s scope of work will include project management, construction meetings, and construction documents.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The consultant’s scope of services for construction in connection with this project is not to exceed the amount of \$29,889 of this amount, 90% or \$26,900.10 will be funded by FAA with the FDOT paying 8% or \$2,391.12 of project cost with remaining funds, 2% or \$597.78 to be provided by the Airport Enterprise Fund.

RECOMMENDATION:

It is recommended the City Commission approve the attached proposal from AVCON, INC. to provide professional services required to construct the Electrical Homerun Replacement Project.

BACKGROUND/DISCUSSION:

Completion of the construction is expected in Winter 2022.

ATTACHMENT B
SCOPE OF SERVICES

PROPOSAL FOR CONSTRUCTION PHASE ENGINEERING SERVICES
FOR
ELECTRICAL HOMERUN REPLACEMENT

DELAND MUNICIPAL AIRPORT

A. PROJECT DESCRIPTION

The PROJECT can be generally described as the replacement of Airfield Electrical Homeruns and associated infrastructure. The work consists of removal and replacement of existing airfield electrical duct banks, manholes, cable, and counterpoise for the "homerun" portions of each circuit. In addition to new conduit and cable, electrical manholes are being replaced with junction can plazas. Vault modifications are being made to accommodate the new cable connections.

The intent of this scope is to provide professional construction management/administration during construction. NTP for Construction is anticipated in October 2022. The construction duration for the project is 45 calendar days for procurement, 120 calendar days for construction, and 45 calendar days for final completion and acceptance.

The PROJECT is possibly being funded by two separate FAA grants with a total project budget of **\$700K** (including design, bidding, construction admin, RPR, and construction).

Construction Team

- Owner – City of DeLand / DeLand Municipal Airport (DED)
- Design Engineer – AVCON
- Contractor – TBD

B. SCOPE OF PROFESSIONAL SERVICES

1. Construction Administration Services

- Prepare for and conduct the Pre-Construction meeting to review project scope, schedule, costs, questions, etc. Compile minutes and distribute to attendees.
- Evaluate the contractors' schedule and coordinate activities with DED Airport staff and Airport Tenants.
- Review the Contractor's Phasing plan, and project communications, experience record of the superintendent, and site clean-up procedures.
- Receive, log, and return shop drawing submittals or other submissions. The Design Engineer (AVCON) will be responsible for review of submittals as to conformance with design concept and construction documents.

- Conduct the bi-weekly construction progress meeting in conjunction with periodic site visits to observe construction for general conformance with the Contract Documents.
- Receive, log, and respond to RFI's. The Design Engineer will be responsible for providing necessary interpretations and clarifications to the contract documents as may be required.
- Review the contractor's schedule of values prior to processing of the contractor's applications for payment.
- Participate in the preparation of the punch list for substantial and final acceptance inspection.
- Review the Contractor's "as-builts" prior to preparation of "Record Drawings".

BASIC ASSUMPTIONS

The following is a list of assumptions forming the basis of the CONSULTANT's cost proposal for providing the services detailed in the Scope of Services for this project. Any modification and/or revision to these basic assumptions will constitute a change in the project scope and may result in a revision to the CONSULTANT's cost proposal.

1. A resident project representative (RPR) is not included in this scope of work. The Design Engineer will conduct periodic inspections of the work at various milestones to confirm general conformance with the Contract Documents.
2. The fees for the provision of Construction Phase services are based on the construction duration for the project specified in this scope of work and an assumed level of staff effort as described above. In the event the construction duration or level of effort required of the Construction Phase services is greater than estimated and specified herein, AVCON shall be entitled to additional compensation and the terms of this agreement shall be re-negotiated and amended as needed.
3. AVCON shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier at the site or otherwise furnishing or performing any of the Contractor's work.
4. The Design Engineer shall have the authority to issue a stop work order to the Contractor when witnessing efforts that do not conform to the construction contract or that may, in the judgment of the Design Engineer, jeopardize safety. This shall not relieve the Contractor of their responsibility to meet these requirements.
5. When recommending payment, AVCON is only representing that the Design Engineer has made visual checks on items installed in field. The Design Engineer will only check the quality or quantity of Contractor's work.

6. AVCON's review of Contractor's work for the purposes of recommending payments shall not impose on the Design Engineer the responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or contractor(s) compliance with laws, rules, regulations, ordinances, codes, or orders applicable to their furnishing and performing the work.
7. AVCON's review of Contractor's work for the purposes of recommending payments shall not impose responsibility on AVCON to make any examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the Contract Price; or to determine that title to any of the work, materials or equipment has passed to DED free and clear of any lien, claims, security interests or encumbrances; or that there may not be other matters at issue between the City of DeLand and contractor that might affect the amount that should be paid.
8. AVCON shall have authority, as DED's representative, to require special inspection or testing of the work, and shall receive and review certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
9. It will be the responsibility of the Contractor to obtain any permits necessary for construction. The CONSULTANT will not be applying for or obtaining any construction related permits.
10. The CONSULTANT shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the project site.

C. PROJECT FEE

AVCON and all subconsultants will be compensated on a Lump Sum basis for all Basic Services (i.e., labor). Refer to the attached fee spreadsheets for a detailed breakdown of manhours and fees for each task.

**DELAND MUNICIPAL AIRPORT - ELECTRICAL HOMERUN REPLACEMENT
BREAKDOWN OF LUMP SUM FEES**

Position:	SR. PROJECT MANAGER		SENIOR ENGINEER		PROJECT ENGINEER		SR. CADD DESIGNER		RPR		ADMINISTRATIVE		TOTAL		
Rate (\$/Hour):	\$220		\$145		\$100		\$89		\$105		\$65		Labor Hours	Cost	Avg. Rate
CONSTRUCTION PHASE SERVICES	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Avg. Rate
1) Construction Adminstration															
1.1 Prepare for and conduct Pre-Construction Meeting	2	\$ 440	2	\$ 290	0	\$ -	0	\$ -	0	\$ -	2	\$ 130	6	\$ 860	\$ 143
1.2 Bi-weekly construction progress meetings and periodic site visits	8	\$ 1,760	24	\$ 3,480	48	\$ 4,800	0	\$ -	0	\$ -	8	\$ 520	88	\$ 10,560	\$ 120
1.3 General Administration during construction	16	\$ 3,520	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4	\$ 260	20	\$ 3,780	\$ 189
1.4 Prepare and maintain Shop Drawing and RFI logs - review and approvals	0	\$ -	8	\$ 1,160	36	\$ 3,600	0	\$ -	0	\$ -	16	\$ 1,040	60	\$ 5,800	\$ 97
1.5 Review of monthly pay applications	0	\$ -	5	\$ 725	0	\$ -	0	\$ -	0	\$ -	0	\$ -	5	\$ 725	\$ 145
1.6 Prepare and negotiate Change Orders and review/approve field directives	4	\$ 880	8	\$ 1,160	12	\$ 1,200	0	\$ -	0	\$ -	0	\$ -	24	\$ 3,240	\$ 135
1.7 Perform Substantial Completion Inspection and prepare punch-list	0	\$ -	4	\$ 580	0	\$ -	0	\$ -	0	\$ -	2	\$ 130	6	\$ 710	\$ 118
1.8 Perform Final Inspection	0	\$ -	4	\$ 580	0	\$ -	0	\$ -	0	\$ -	2	\$ 130	6	\$ 710	\$ 118
1.9 Record Drawings and Project Closout	2	\$ 440	4	\$ 580	8	\$ 800	16	\$ 1,424	0	\$ -	4	\$ 260	34	\$ 3,504	\$ 103
SUB TOTAL:	32	\$ 7,040	59	\$ 8,555	104	\$ 10,400	16	\$ 1,424	0	\$ -	38	\$ 2,470	249	\$ 29,889	
TOTAL LUMP SUM LABOR FEE:	32	\$ 7,040.00	59	\$ 8,555.00	104	\$ 10,400.00	16	\$ 1,424.00	0	\$ -	38	\$ 2,470.00	249	\$ 29,889.00	\$ 120
													TOTAL LABOR		
														\$29,889	

CITY OF DELAND
Request for Commission Action
August 1, 2022

SUBJECT: Consideration re Contract Amendment for School Resource Officers.

DEPARTMENT: Police

PREPARED BY: Jason Umberger, Police Chief

ATTACHMENTS: Agreement

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

SUMMARY/HIGHLIGHT:

The City and the Volusia County School Board entered into the School Resource Officer Agreement (FY 2019-2024) in June 2019 where the term would be one base year with four renewal options of one year each. The City and the School Board desire to renew the SRO Contract for one additional year (FY 2022-2023).

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Maintaining a safe community

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The School Resource Officers funding will be split between Volusia County School Board and City of DeLand; School Board 50% and City 50%.

The SRO Contract is amended to change the reimbursement rates to \$46.03 per hour for the first School Resource Officer (for a total planned compensation of \$33,325.72) and \$38.38 for the second School Resource Officer (for a total planned compensation of \$27,787.12) and changing the Total Agreement Price to \$61,112.84 .

RECOMMENDATION:

It is recommended the City Commission approve and execute the SRO Contract Amendment.

BACKGROUND/DISCUSSION:

The agreement provides a SRO at DeLand Middle School and DeLand High School. This will continue to give DeLand PD the opportunity to interact more with the youth in our community. The SRO shall continue to develop and expand crime prevention efforts for students, and shall serve as a liaison between the schools and other first responders, investigate units and/or juvenile justice authorities when necessary. The SRO shall be part of the multi-discipline School Safety and Security team and shall assist in school responses to emergency issues, which include referring students to professional services both within and outside the school district.

The SRO will act as a resource with respect to delinquency prevention and safety programs, will work with

school officials on the control and identification of juvenile problems and share information with school administration as necessary, so as to create effective and relevant programs to address problems with the goal of creating as safe a school environment as possible.

SRO CONTRACT AMENDMENT (003)

This Agreement is made this 15th day of June 2022, between the CITY OF DELAND, a Florida municipal corporation with a mailing address of 120 S. Florida Ave, DeLand, Florida 32720 (hereinafter the "City") and the SCHOOL BOARD OF VOLUSIA COUNTY, with a mailing address of Post Office Box 2118, DeLand, Florida 32721-2118 (hereinafter the "School Board").

WHEREAS, the City and the School Board entered into that certain SCHOOL RESOURCE OFFICER AGREEMENT (FY 2019-2024) which was executed by the parties in June 2019 (hereinafter the "SRO Contract"); and

WHEREAS, Section 1 of the SRO Contract that the term would be one (1) base year with four renewal options of one (1) year each, and further that the parties would have to mutually agree on renewal; and

WHEREAS, the City and the School Board desire to renew the SRO Contract for one (1) additional year (FY 2022-2023) and to otherwise amend the SRO Contract as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. Section 1 of the SRO Contract is hereby amended to read, in full, as follows:

Term. The term of this Agreement is for five (5) years with one (1) base year and four (4), one (1) year renewal options starting on July 1, 2019, and ending June 30, 2024, for a total of five (5) years. The third year of the five (5) year term has been completed and the parties have agreed to renew the contract for one (1) year which leaves one (1) renewal option. Automatic renewal is not part of this Agreement, and any renewal must be agreed by both parties.

2. Section 4(f) of the SRO Contract is hereby amended by changing the billing rate of the School Resource Officer assigned to DeLand High School to \$69.04 per hour by changing the billing rate of the School Resource Officer assigned to DeLand Middle School to \$57.57 per hour.

3. Section 4(i) of the SRO Contract is hereby amended by changing the last sentence to say, "The SRO shall be part of the school multidiscipline school safety and security team and shall assist in school responses to emergency issues pursuant to School Board Policy 510, to include referring students to professional services both within and outside the school district".

4. Section 4(j) of the SRO Contract is hereby amended by changing the first sentence to say, "The School Board will share information on an as needed basis in accordance with School Board Policy 510 to the SRO to ensure resolution on open investigations being conducted by the SRO."

5. Section 9(a) of the SRO Contract is hereby amended to change the reimbursement rates to \$46.03 per hour for the first School Resource Officer (for a total planned compensation of \$33,325.72) and \$38.38 for the second School Resource Officer (for a total planned compensation of \$27,787.12) and changing the Total Agreement Price to \$61,112.84.

6. All other provisions of the SRO Contract other than as amended in this Agreement shall remain unchanged.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have made and executed this instrument in three (3) counterparts for the purpose herein expressed on the dates indicated below.

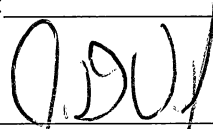
ATTEST:

By: _____
Name: Mr. Michael Pleus
Title: City Manager
Date: _____

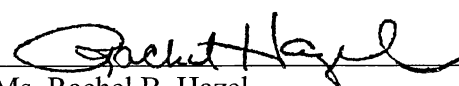
By: _____
Name: Ms. Julie Hennessy
Title: City Clerk - Auditor
Date: _____

THE CITY OF DELAND

By: _____
Name: Mr. Robert F. Apgar
Title: Mayor
Date: _____

By:  _____
Name: Mr. Jason Umberger
Title: Police Chief
Date: 7-19-22

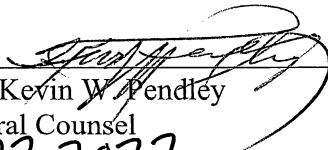
ATTEST:

By:  _____
Name: Ms. Rachel B. Hazel
Title: Interim Superintendent of Schools
Date: 6-22-2022

SCHOOL BOARD OF VOLUSIA COUNTY

By:  _____
Name: Mr. Ruben Colón
Title: Chairman
Date: 6-22-2022

*Revised for legal sufficiency for reliance only
by the District*

By:  _____
Name: Mr. Kevin W. Pendley
Title: General Counsel
Date: 6-22-2022

CITY OF DELAND
Request for Commission Action
August 1, 2022

SUBJECT: Consideration re Amendment No. 2 to Task Order No. 12, AECOM Additional Services.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: Amendment No. 2 to Task Order No. 12 ADA

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

SUMMARY/HIGHLIGHT:

On December 17, 2018, the City Commission approved Amendment No. 1 to Task Order No. 12 for \$20,925.00 which authorized AECOM to design and permit a water main relocation project to adjust utilities for the Florida Department of Transportation (FDOT) who plans to construct new storm water lines in and around Woodland Blvd. near Mandarin Ave. AECOM Technical Services, Inc. is performing design for FDOT in connection with this project as well.

This amendment includes addressing FDOT comments by updating construction plans, specifications and Opinion of Probable Construction Cost (OPCC). Construction plans will remain separate from Mandarin Avenue Utility Improvements (Section relocation paid by FDOT) but the Project Specifications will be combined with 17/92 Utility Improvements (Section relocation paid by the City of DeLand).

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The Amendment No. 2 to Task Order No. 12 for additional design and permitting of utility adjustments is proposed to cost \$14,850.00 which will be covered by Water & Sewer Fund reserves. This will be included on a future budget amendment presented to the City Commission for approval.

RECOMMENDATION:

Staff recommends that the City Commission approve Amendment 2 to Task Order No. 12 authorizing AECOM Technical Services, Inc. to perform additional design and permitting related to services in support of utility adjustments for the FDOT Drainage Project at Woodland Blvd and Mandarin Avenue in the amount of \$14,850.00.

BACKGROUND/DISCUSSION:

The Florida Department of Transportation (FDOT) plans to construct additional inlets on N. Woodland Blvd.

near Mandarin Avenue and new, larger diameter piping from these inlets west on Mandarin Avenue to an existing retention area. When completed, this project is expected to improve drainage along N. Woodland Blvd. and the surrounding drainage basin. By State Statute, the City (utility) is required to relocate its potable water main on US 17/92 at its own expense; however, relocation of the City utilities on Mandarin Avenue will be relocated at FDOT's expense.

The original AECOM contract which was approved by the City Commission included preparing two plan and profile sheets and two Maintenance of Traffic sheets. In April 2019, a Utility Work by Highway Contractor (UWHC) agreement between the City of DeLand and FDOT was established which required a higher level of effort than the original amendment anticipated, specifically a standalone plan set. Standalone plan set increased number of sheets from 4 to 11 and in addition, FDOT required Specification and OPCC. AECOM submitted 100% Design to both FDOT and the City of DeLand in March 2020. Project was then shelved by FDOT after 100% submittal. In November 2021, FDOT re-contacted utility owners to inform them that the project was coming off the shelf. Per face to face meeting with FDOT and AECOM last month, it was agreed that Project Specifications would be combined with Mandarin Avenue Utility Improvements resulting in reduction of fee for additional services by AECOM.

Amendment No. 2 to Task Order No. 12
To
Agreement for Professional Services
Between
The City of DeLand and AECOM Technical Services, Inc.

17/92 Utility Improvements

THIS TASK ORDER AMENDMENT, made and entered into this _____ day of _____ 2022, by and between **the City of DeLand**, Florida, hereinafter referred to as the “CITY” and AECOM Technical Services, Inc. hereinafter referred to as “AECOM”, is issued under the terms of the Agreement For Professional Services between the CITY and AECOM dated August 20, 2007, hereinafter referred to as the “Agreement”.

This Amendment is necessary to respond to comments received from FDOT following issuance of final plans and specifications.

Project Description

The Florida Department of Transportation (FDOT) has requested the project documents for the 17/92 Utility Improvements to be updated. The scope of services for the proposed updates are described below.

TASK GROUP 1.0 – FINAL DESIGN

The final documents will be updated based on comments received from FDOT on 4/14/2022 requiring updates to the drawings, specifications, and opinion of probable construction cost (OPCC). In accordance with the recent meeting with the City and FDOT held on 6/14/2022, the project specifications will be combined with the Mandarin Avenue Utility Relocations specifications. Also, the “Back-Out” Utility Work Schedule will not be updated.

DELIVERABLES

AECOM will provide CITY and FDOT the revised documents electronically in the following formats:

- Plans: PDF and DGN
- Specifications: PDF
- OPCC: PDF

COMPENSATION

The proposed lump sum for additional services is \$14,850. Invoices will be submitted monthly based on the percent completion.

Other Provisions

All exclusions and additional provisions agreed to in the original Agreement are to remain in full effect during the implementation of Project activities. Certain assumptions have been made in preparing this Scope of Services. To the extent possible, they are stated herein and are reflected in the budget for services.

Agreed to by:

AECOM Technical Services, Inc.

City of DeLand

Jennifer W. Lyons

Jennifer W. Lyons, PE
Associate Vice President

7/18/2022

Date

Date



City of Deland
Scope of Services and Fee Proposal for
SR 17-92 Water Main Improvements
July 5, 2022

Task	Project Manager \$240.00	Senior Engineer II \$125.00	CAD Technician \$110.00	Admin. Assistant \$75.00		Direct Costs	Total Hours	Total Fee
Task 1 - Final Design								
Subtask 1.1 - Plans		40	50			\$100	90	\$10,600.00
Subtask 1.2 - Specifications		16		10			26	\$2,750.00
Subtask 1.3 - OPCC		12					12	\$1,500.00
Subtotal - Task 1 - Final Design								\$14,850.00
Totals	0	68	50	10		\$100	128	\$14,850.00

CITY OF DELAND, FLORIDA

Robert F. Apgar
Mayor - Commissioner

Date

ATTEST:

Julie Hennessy
City Clerk

Date

CITY OF DELAND
Request for Commission Action
August 1, 2022

SUBJECT: Consideration re Volusia Blue Spring Wetland Recharge Project Withdrawal.

DEPARTMENT: Utilities

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

ATTACHMENTS: Borrow Pit Withdrawal Letter SJRWMD, Borrow Pit Withdrawal Letter Volusia County

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

SUMMARY/HIGHLIGHT:

Staff of the West Volusia Utilities (DeLand, Orange City, Deltona and the County of Volusia) and staff from the St. Johns River Water Management District (SJRWMD) had developed a large-scale aquifer recharge project. The project involved rehabilitation of a large borrow pit located on the south side of W. French Avenue, about one-half miles west of the spring, and extension of stormwater and reclaimed water lines to the area so it could be used for aquifer recharge.

The property owner indicated a willingness to sell this property to the SJRWMD and, in fact, District Governing Board approved a contract to purchase it (with extensive due diligence) at their April 2018 meeting. Part of the due diligence process included an extensive analysis of the hydrogeology of the area between the pit and spring and the expected effect of recharge on nutrient concentrations in the spring run that has been completed.

The West Volusia utilities designated Volusia County as the “lead” through an Interlocal Agreement to design, permit and construct the facilities with the other governments making appropriate payments to the lead agency. The preliminary design, construction, and load testing has been completed and analyzed by the group and consultant. Unfortunately, after several different design attempts of the load cells, the project could not yield what was expected to make the project viable and cost effective. Attached is a letter from both SJRWMD and Volusia County closing out the project. As required by the agreement, the city must formally withdraw from the project.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The withdrawal from this project will have no negative fiscal impact at this time on the Utility budget. It will actually closeout one water project and two reclaim projects to unencumber approximately \$750,000 in funds.

RECOMMENDATION:

Staff recommends that the City Commission approve the request to withdraw from the interlocal agreement as required per the Volusia Blue Project Implementation Agreement.

BACKGROUND/DISCUSSION:

Since approximately 2010, the City has cooperated with the County of Volusia, the Cities of Deltona and Orange City, and the St. Johns River Water Management District (SJRWMD) to address the state mandate to increase flow to Blue Spring. This mandate requires that, by 2019, a minimum average annual spring flow of 148 cubic ft. per second (cfs) is achieved. This minimum must increase to 157cfs by 2024.

The City of DeLand's Consumptive Use Permit (CUP), issued in January 2017, limits groundwater withdrawals from our wells because computerized groundwater models indicate this is necessary to provide the required minimum spring flow. This permit allows for continued pumping at current and slightly higher levels to accommodate growth, provided the City participates in the suite of projects termed the "Prevention/Recovery Strategy for Implementation of Minimum Flow for Volusia Blue Spring."

These projects can be categorized as either "recharge" or "supply." Recharge projects include the distribution of reclaimed water, stormwater and river water for irrigation, reuse or discharge to Rapid Infiltration Basins (RIBs) to recharge the aquifer. Supply projects include development of additional water supplies outside of the spring shed or construction of "alternative," potable water supplies within the spring shed to treat water of lesser quality than the groundwater from the Upper Floridian Aquifer, e.g. St. Johns River water or brackish water from the Lower Floridian Aquifer (LFA).



St. Johns River

Water Management District

Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

May 23, 2022

Ms. Erin Reed, P.E., Ph.D.
Water and Utilities Engineer
Volusia County Water Resources and Utilities
123 W. Indiana
DeLand, Florida 32720

Re: Cost-share Contract 35269 – Volusia Blue Wetland Recharge Project

Dear Ms. Reed:

On April 10, 2018, the Governing Board approved two non-cost share program springs restoration projects for submittal to the Florida Department of Environmental Protection (FDEP) for consideration of State funding. FDEP agreed to fund the two projects through the Florida Springs Restoration Grant Program. One of the two projects was the Volusia Blue Wetland Recharge Project.

Funds were allocated for an environmental resource assessment, land acquisition and load testing at the B&H Excavation site (located approximately 0.5 miles northeast of Volusia Blue Spring) and analysis of the load test results with the goal of supporting design of a recharge facility. While the results of the load test indicated that recharge would occur, the rate of recharge fell short of that needed to make the project cost-effective. Based on the results of the load test and conversations with Volusia County and the other West Volusia Water Suppliers the project has now been deemed as no longer viable.

Therefore, cost-share agreement 35269 is being terminated, effective May 23, 2022.

If you have any questions, please contact Derek Busby at dbusby@sjrwmd.com or (386) 329-4459.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Michael A. Register', is written over a light blue horizontal line.

Michael A. Register, P.E.
Executive Director

cc: Louis Donnangelo, Bureau Chief, Bureau of Project Management

GOVERNING BOARD

Rob Bradley, CHAIR
FLEMING ISLAND

Ryan Atwood
MOUNT DORA

Maryam H. Ghyabi-White, VICE CHAIR
ORMOND BEACH

Doug Bourmique
VERO BEACH

J. Chris Peterson, SECRETARY
WINTER PARK

Douglas Burnett
ST. AUGUSTINE

Cole Oliver
MERRITT ISLAND

Ron Howse, TREASURER
COCOA

Janet Price
FERNANDINA BEACH



**Public Works Department
Water Resources and Utilities**

Date: June 28, 2022

To: Steve Danskine, Public Works Director
City of Deltona

Chad Gamble, Public Services Director
City of DeLand

Migdalia Hernandez, Public Service Director
City of Orange City

Re: Volusia Blue Project: Close Out

This correspondence is provided in accordance with the provisions of the Volusia Blue Project Implementation Agreement, as executed among our respective local governments and recorded by the Clerk of the Court on August 29, 2019.

As we have unanimously concluded, the load test results detailed in the Volusia Blue preliminary design report did not yield the minimum flow level offset of at least 2.5 MGD, necessary to make the project operationally viable and cost effective.

The attached correspondence from the St. Johns River Water Management District, dated May 23, 2022 officially concludes cost share agreement 35269.

Respectfully submitted,

Michael Ulrich, Director
Volusia County Water Resources & Utilities
mulrich@volusia.org

CITY OF DELAND
Request for Commission Action
August 1, 2022

SUBJECT: Consideration re Amendment No. 1 to DeLand Utilities Administration Building Design Services.

DEPARTMENT: Engineering

PREPARED BY: Chad Gamble, Public Services Director

ATTACHMENTS: DeLand Utility Building Additional Service No. 2 North Parcel

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

SUMMARY/HIGHLIGHT:

On March 15th, 2021, the City Commission approved a proposal to hire Schenkel Shultz Architecture to design the Utility Administration Center. Design for the building is almost at 90 %, however, staff has determined that an additional parking lot would be needed to the north of the Public Services Compound to accommodate growth and expansion. In addition to design for the parking lot, Schenkel Shultz has included design for Stormwater attenuation necessary to offset the drainage from the proposed parking lot. Other deliverables include permitting, survey, and Geotech.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Preparing for the future/Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This amendment to the current scope for additional design services is proposed to cost \$67,870.00 which will be funded out of the Water & Sewer Fund reserves and will require a future budget amendment to be presented to the City Commission for approval..

RECOMMENDATION:

Staff recommends that the City Commission approve Amendment No.1 to the design services proposal authorizing Schenkel Shultz to perform additional design and permitting related to the Utility Administration Building.

BACKGROUND/DISCUSSION:

N/A

July 8, 2022

Mr. Chad Gamble, P.E.
Director of Public Services
City of DeLand
1102 S. Garfield Avenue
DeLand, FL 32724

RE: DeLand Utilities Administration Building
SUBJECT: P.O. No. 21-000218-Additional Services No. 2_NORTH PARCEL SITE PLAN

Dear Mr. Gamble:

SchenkelShultz Architecture is pleased to submit this proposal to provide architectural and engineering services as an additional service to the City of DeLand Utilities Administration Building (UAB) project. The scope of work is to be an extension of task items and deliverables previously approved in P.O. No. 21-000218. It includes all services required to complete the design of an additional parking lot north of the UAB project, specifically approximately 124 parking spaces, vehicular connections to the UAB site and East Beresford Avenue, and stormwater treatment and attenuation for both the UAB site and the additional parking lot site. The additional services include revision as required to the original project scope of work.

Our proposal is based upon the City of DeLand facilitating access to the site to complete survey and geotechnical work within this calendar year. As of this date these two scopes run 8 to 12 weeks to complete and are requesting the consultants add the project to their workflows immediately. We assume the north parcel site plan will require a separate set of Construction Plans to facilitate permitting, budgeting, bidding, and construction separate from the UAB. This added scope of work includes Schematic Design, Design Development and 100% Construction Documents deliverables as well as documents required for permitting.

SchenkelShultz will be coordinating the responsibilities of the following consultants and their added scopes of work:

Zev Cohen & Associates, Inc.:

1. Full civil engineering services to include coordination with the Owner, Architect, Surveyor and Geotechnical, full stormwater analysis for project;
2. Coordination of required permit reviews and submittals (City of DeLand, SJWMD ERP);
3. Landscape design to include entry, buffer and required islands;
4. Irrigation design
5. Review of existing tree survey, tree calculations and mitigation requirement;
6. Environmental to include biological assessment of the site (wetland delineation, survey of listed species, Environmental Assessment Report) and Gopher Tortoise survey. Note the scope of work does not include removal and relocation if burrows are found.

ATTN: Mr. Chad Gamble
RE: DeLand Utility Administration Building
July 8, 2022 - Page 2

Sliger & Associates/Land Surveying:

1. Land survey as required including boundary, topography,
2. Utility locates,
3. Specimen and historic tree census and tree replacement stock surveys as required by the City

Bechtol Engineering & Testing, Inc.:

1. Geotechnical Engineering services and reporting
2. Stormwater recovery analyses

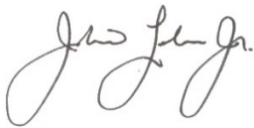
TLC Engineering for Architecture:

1. Site lighting for vehicular access and parking area.

For Additional Services No. 2, the North Parcel Site Plan, we propose a fixed fee of \$67,870.00 (Sixty Seven Thousand Eight Hundred and Seventy Dollars).

Thank you.

Sincerely,
SCHENKELSHULTZ



Johnnie Lohrum Jr, AIA
Principal

Attachments: CP-1 of 1 Parking Expansion Concept Plan 1

Approved By:

Date:

CITY OF DELAND
Request for Commission Action
August 1, 2022

SUBJECT: Resolution Approving Removal of One Historic Tree Located at 120 North Colorado Avenue.

DEPARTMENT: Public Works

PREPARED BY: Ray Underwood, Public Works Director

ATTACHMENTS: Resolution , Arborist Inspector Photo Log and Location Map, Tree Advisory Committee Meeting Minutes

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

SUMMARY/HIGHLIGHT:

As part of Tree Permit, TREE22-011, Miamex Properties LLC has requested permission to remove one historic tree at 120 N Colorado Ave. for the construction of a duplex. The Land Development Regulations require that, before the removal of any historic tree should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

The City Forester has determined that the tree proposed for removal is a 25" DBH historic Live Oak in Good condition on a vacant lot.

At their July 18, 2022 meeting, the Tree Advisory Committee recommended DENIAL of the removal of the 25" DBH Live Oak tree because they did not agree that it was not economically or practically feasible to develop the parcel without removing the tree. The Tree Advisory Committee recommended that the applicant move the footprint of the building at least 12 feet to the south to avoid impacts to the historic tree.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None

RECOMMENDATION:

At their July 18, 2022 meeting, the Tree Advisory Committee recommended DENIAL of the removal of the 25" DBH Live Oak tree because they felt that the project could be constructed without removing the tree.

Staff recommends that the City Commission DENY the removal of the 25" DBH Live Oak tree.

BACKGROUND/DISCUSSION:

Attached is a copy of the City Arborist Inspector's Location Map and Photo Log. The Minutes from the July 18, 2022 Tree Advisory Committee meeting are also attached.

RESOLUTION NO. 2022 –

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
DENYING THE REMOVAL OF ONE HISTORIC TREE LOCATED AT 120
NORTH COLORADO AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the applicant, Miamex Properties, LLC, is requesting permission to remove one historic tree located at 120 N. Colorado Avenue, for the construction of a duplex; and

WHEREAS, the City's Forester has determined that the proposed tree for removal is a 25" DBH historic Live Oak in good condition; and

WHEREAS, on July 18, 2022, the Tree Advisory Committee recommended denial of the removal of the historic tree based on the finding that the project does not meet the requirements of Section 33-57.05(d).

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

Section 1. The City Commission hereby denies the request for removal of one historic tree located 120 North Colorado Ave..

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

PASSED AND ADOPTED this 1st day of August, 2022.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

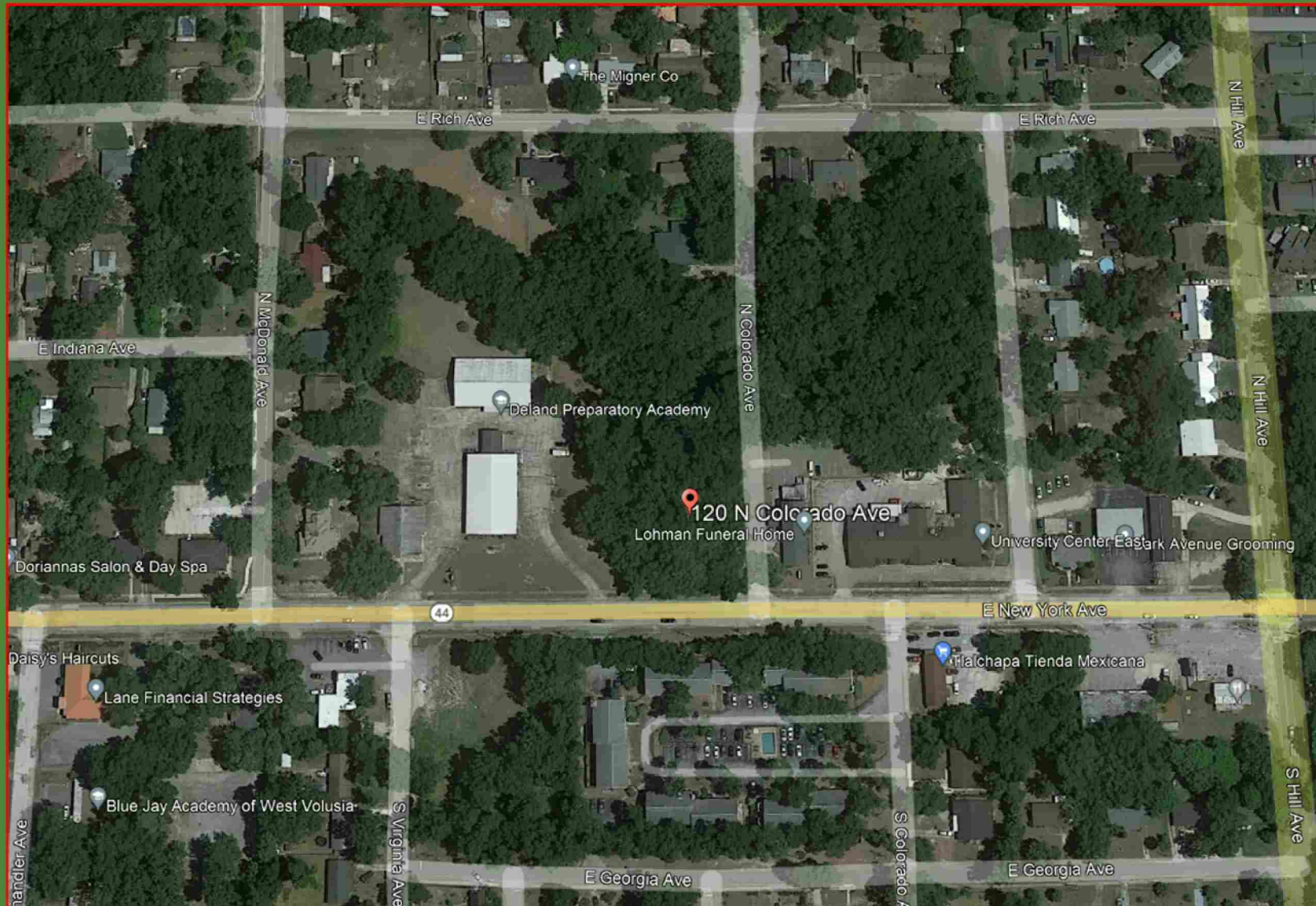
APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

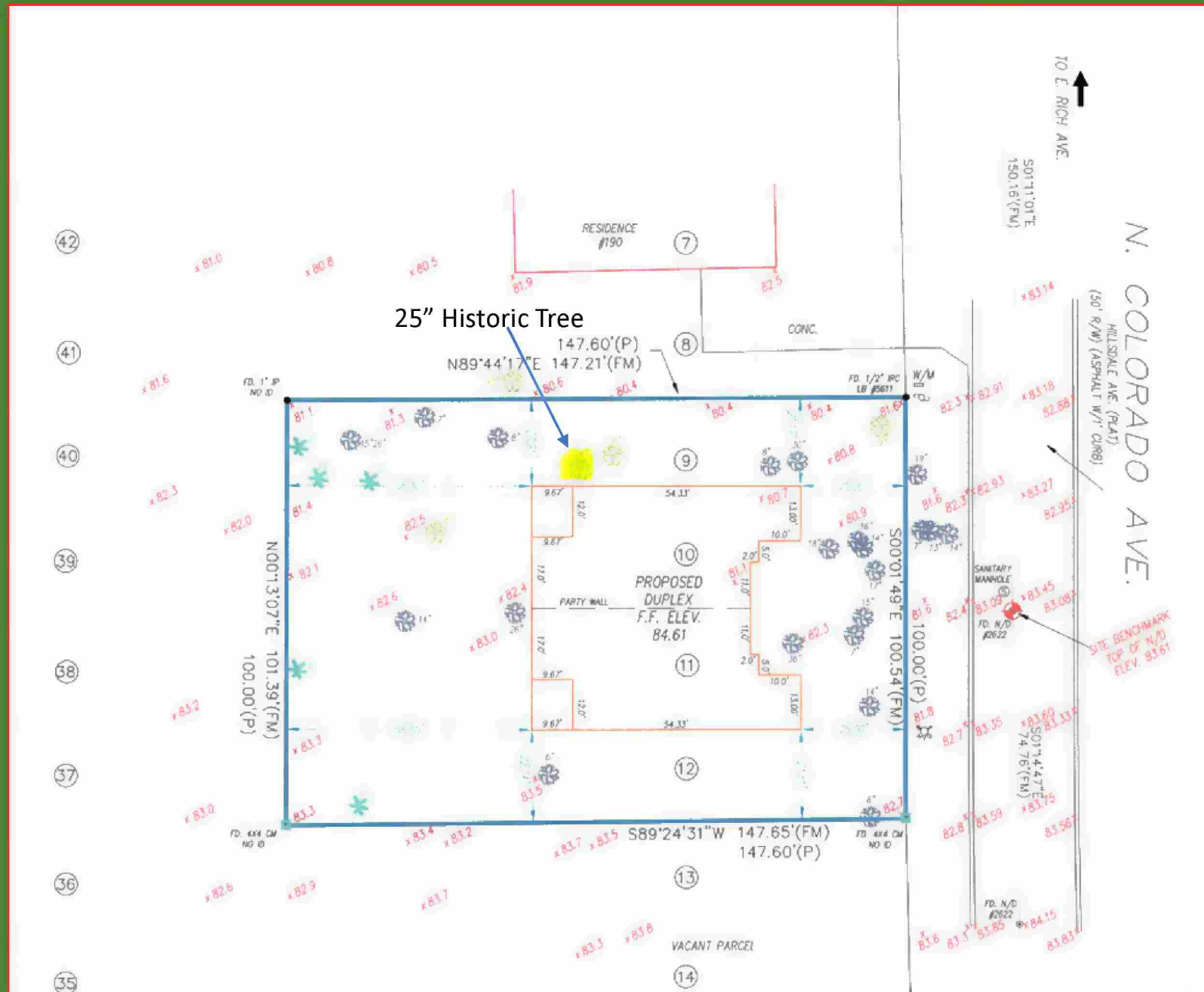
120 N Colorado

25" DBH Live Oak

Project Location Map



Site Plan











Tree Advisory Committee Minutes

July 18, 2022

Call to Order: Steve Edgar called the meeting to order at 5:22 PM

Roll Call: Members present were Howard Jeffries, Steve Edgar, Barbara Stockhausen, Dana Venrick, Tadd Kasbeer, and Suze Peace. Charles Gay was absent.
City staff members present were Melissa Miller, Chris Jackson, and Mariellen Calabro
Non-Members who attended were Rebecca Storm, Robert Fitzsimmons, Cathy Lowenstein, Chris Meares and Brian Blazewick

Approval of the Minutes of the Previous Meeting: Dana Venrick made a motion to approve the minutes from the previous meeting. Tadd Kasbeer seconded the motion. The motion carried.

Old Business:

City Nursery: The last Tree Give Away cleaned out the nursery. The new trees planted in February are doing well. All are welcome to volunteer to weed and prune trees. Contact Chris if you'd like to help.

Code of Ordinance Update: No Report

Adopt-a-Tree: Steve Tonjes was absent, so there was no report.

2022 Tree Give Away (April 16, 2022): The last Tree Give Away cleaned out the nursery. Trees that found a new home are summarized below:

Species	Live Oak	Loquat	Persimmon	Sand Pine	Wild Olive	Winged Elm	Yaupon Holly	TOTAL
	110	28	228	30	151	155	99	801

New Business:

Welcome New Members!

On July 5th, City Commission appointed/reappointed members 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

2023 Tree Give Away – Time to Order Trees: During the last week of July, trees are available to order. So that we don't have to wait until August to order when supplies may be limited, the committee recommended that City staff purchase the trees and report back. As discussed, we should try to get four species: one canopy, one holly or other small evergreen, one flowering tree, and one fruiting tree, if available. Possible species to purchase include Flatwoods or Chickasaw Plum, Southern Red Cedar, Turkey Oak, and Post Oak, if available. We discussed Longleaf Pine, but because they don't do well in our nursery, Mariellen suggested that they be purchased as tubelings before the Tree Give Away rather than trying to grow them. Bald Cypress and Redbud were discussed, but they were ordered last year.

Historic Tree Removal: Garfield Ave ROW trees – 32" DBH Live Oak (*26" DBH Live Oak already approved for removal.*) The Public Works Streets Division has requested permission to remove a 32" DBH Live Oak located next to a 26" DBH Live Oak that was previously approved to be removed due to the need to repair an adjacent retaining wall. Initially, the City Forester felt that the work could be completed without removing the second tree; however, it appears that the 32" DBH tree will need to be removed as well. The City hired a private arborist to come up with a plan to save the tree; however, the plan would result in American with Disability Act (ADA) issues that could not be overcome. As a result, the City is requesting the removal of this tree because the project cannot be completed without removing the tree. Tadd Kasbeer made a motion to approve the removal of the 32" DBH historic Live Oak because the safety issue addressed by fixing the retaining wall cannot be addressed adequately without removing the tree. Dana Venrick seconded the motion, and the motion passed unanimously.

Historic Tree Removal (2): Valvoline at 310 E International Speedway – 27" DBH Live Oak

As part of Site Plan SP22-062, Heidner Hoffmann LLC has requested permission to remove one historic tree located at their proposed project, Valvoline at 310 E International Speedway. The Land Development Regulations require that, before the removal of any historic trees should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

Chris Jackson reported that the tree proposed for removal is a 27" DBH historic Live Oak in Good condition in a parking lot island, northwest of the existing building.

Chris Mears along with Steve Jenkins and Brian Blazewick discussed the project and explained why the trees could not be preserved. The proposed structure has a larger footprint than the 7-11 that was formerly there, and it also has a basement, which would result in substantial root impact. Initially, they had proposed removing the 28" DBH Live Oak south of the building, but they revised their plans and will retain it. They have proposed planting two trees which meet Code size requirement for historic tree replacement. The remaining inches would be contributed into the Tree Replacement Reserve Account. Tadd Kasbeer made a motion to allow the trees to be removed with 100% DBH replacement required. As part of the motion, Tadd recommended that the palms proposed on the project contain at least five to seven live fronds at the time of planting. Howard Jeffries seconded the motion, and the motion passed unanimously.

Historic Tree Removal: 120 N Colorado -- 25" DBH Live Oak

As part of Tree Permit, TREE22-011, Miamex Properties LLC has requested permission to remove one historic tree at 120 N Colorado Ave. for the construction of a duplex. The Land Development Regulations require that, before the removal of any historic tree should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

Chris Jackson reported that the tree proposed for removal is a 25" DBH historic Live Oak in Good condition on a vacant lot. Rebecca Storm discussed why they would like to remove the tree to construct a duplex. Steve Edgar suggested that the plan be shifted to avoid the tree as it appears that the proposed single-story structure could fit under it. Tadd looked up the Zoning and determined that it was C1 zoning which would only require 7.5-foot setbacks, so the entire project could be pushed to the south at least 12 feet to limit impact to the tree.

Suze Peace recommended denial of the removal of the 25" DBH Live Oak tree because the project could be constructed by moving the entire structure outside of the drip line. Tadd seconded the motion, and the motion carried unanimously.

Historic Tree Removal: 807 W Pennsylvania Ave – 54" DBH Live Oak and 28" DBH Live Oak

As part of Tree Permit, TREE22-016, Silvestri Rocco has requested permission to remove two historic trees at 807 W Pennsylvania Ave. for the construction of a single-family residence. The Land Development Regulations require that, before the removal of any historic tree should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

Chris Jackson reported that the trees proposed for removal are a 54" DBH historic Live Oak in Good condition and a 28" DBH historic Live Oak in Good condition on vacant residential lot.

Several other historic trees are located on this lot. The Applicant contracted an arborist to determine whether the property could be developed without removing any historic trees. It was determined that moving the home closer to the road would impact the critical root zone of the two historic trees closest to Pennsylvania Ave.

Robert Fitzsimmons discussed why they would like to remove the trees and the measures that they have taken to reduce impacts to as many trees as possible. While there may still be a small encroachment into the critical root zone of the trees closer to the road, the impact should be minimal due to the proposal to use pavers, and there will be minimal grade changes involved in the project. Tadd Kasbeer abstained from the vote due to his relationship with the applicant. Barbara Stockhausen made a motion to recommend approval of the removal of the 54" DBH and 28" DBH Live Oak trees because she agreed that it was not economically or practically feasible to develop the parcel without removing the trees. As part of this resolution she also recommended that 100 percent DBH replacement be required for the removal of the two trees with the minimum size of replacement trees of six-inch caliper and ten feet height. Dana Venrick seconded the motion, and the motion passed.

Historic Tree Removal: Voorhis Ave Parcel # 701716000290 – 55" DBH Live Oak

As part of Tree Permit, TREE22-015, Yvonne Bright has requested permission to remove one historic tree at Parcel #701716000290. The Land Development Regulations require that, before the removal of any historic tree should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

Chris Jackson reported that the tree proposed for removal is a 55" DBH historic Live Oak in Fair condition on vacant residential lot. As indicated in the private arborist letter, the tree has issues; however, the City Forester feels that pruning can reduce any potential risk to adjacent properties without requiring removal.

Tadd Kasbeer recommended denial of the removal of the 55" DBH Live Oak tree because he agreed that the tree's issues could be mitigated by pruning, so it would not meet the requirement for removal as a hazard tree and no development of the parcel has been proposed at this time. Suze Peace seconded the motion, and the motion carried unanimously.

Comments from Members:

Steve Edgar discussed the importance of attending the meetings. Because Charles Gay has not attended the meeting for over a year, Tadd Kasbeer made a motion that he be removed from the Committee. Barbara seconded the motion, and the motion passed unanimously. Because our bylaws require two votes, this issue will be brought up again at our next meeting.

Howard Jeffries reported that a local tree company has been publishing a tree of the week as part of the Beacon. He said that the reports were well done and reference the University of Florida.

Dana Venrick suggested that the City improve the landscaping in the medians at the southern entrance to the City. Dana made a motion that we investigate ways to improve planting in the medians. Tadd Kasbeer seconded the motion, and the motion carried.

Howard Jeffries discussed vines on the rights-of-ways and why they get out of control. Mariellen reported that different rights-of-ways have different jurisdictions, and they typically only respond when they receive citizen complaints.

Adjourn: The meeting adjourned at 6:41 pm.

Next Meeting: August 9, 2022

CITY OF DELAND
Request for Commission Action
August 1, 2022

SUBJECT: Resolution Approving Removal of One Historic Tree Located at Parcel #701716000290.

DEPARTMENT: Public Works

PREPARED BY: Ray Underwood, Public Works Director

ATTACHMENTS: Resolution, Arborist Inspector Photo Log and Location Map, Private Arborist Letter, Tree Advisory Committee Meeting Minutes

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

SUMMARY/HIGHLIGHT:

As part of Tree Permit, TREE22-015, Yvonne Bright has requested permission to remove one historic tree at Parcel #701716000290. The Land Development Regulations require that, before the removal of any historic tree should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

The City Forester has determined that the tree proposed for removal is a 55" DBH historic Live Oak in Fair condition on vacant residential lot. As indicated in the private arborist letter, the tree has issues; however, the City Forester feels that pruning can reduce any potential risk to adjacent properties without requiring removal.

At their July 18, 2022 meeting, the Tree Advisory Committee recommended DENIAL of the removal of the 55" DBH Live Oak tree because they agreed that the tree's issues could be mitigated by pruning, so it would not meet the requirement for removal as a hazard tree and no development of the parcel has been proposed at this time.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None

RECOMMENDATION:

At their July 18, 2022 meeting, the Tree Advisory Committee recommended DENIAL of the removal of one 55" DBH Live Oak tree because they agreed that it did not meet the requirements to be considered hazardous and no development of the property has been proposed.

Staff recommends that the City Commission DENY the removal of the 55" DBH because the removal does not meet the requirements of Section 33-57.05(d).

BACKGROUND/DISCUSSION:

Attached is a copy of the City Arborist Inspector's Location Map and Photo Log. The Minutes from the July 18, 2022 Tree Advisory Committee meeting and private arborist letter are also attached.

RESOLUTION NO. 2022 –

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
DENYING THE REMOVAL OF ONE HISTORIC TREE LOCATED AT WEST
VOORHIS AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the applicant, Yvonne Bright, is requesting permission to remove one historic tree located at West Voorhis Ave., having a Parcel ID number of 701716000290; and

WHEREAS, the City's Forester has determined that the tree is historic and in fair condition; and

WHEREAS, on July 18, 2022, the Tree Advisory Committee recommended denial of the removal of the historic tree because the removal does not meet the requirements of Section 33-57.05(d).

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

Section 1. The City Commission hereby denies the request for removal of one historic tree located at West Voorhis Ave., having a Parcel ID number of 701716000290.

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

PASSED AND ADOPTED this 1st day of August, 2022.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

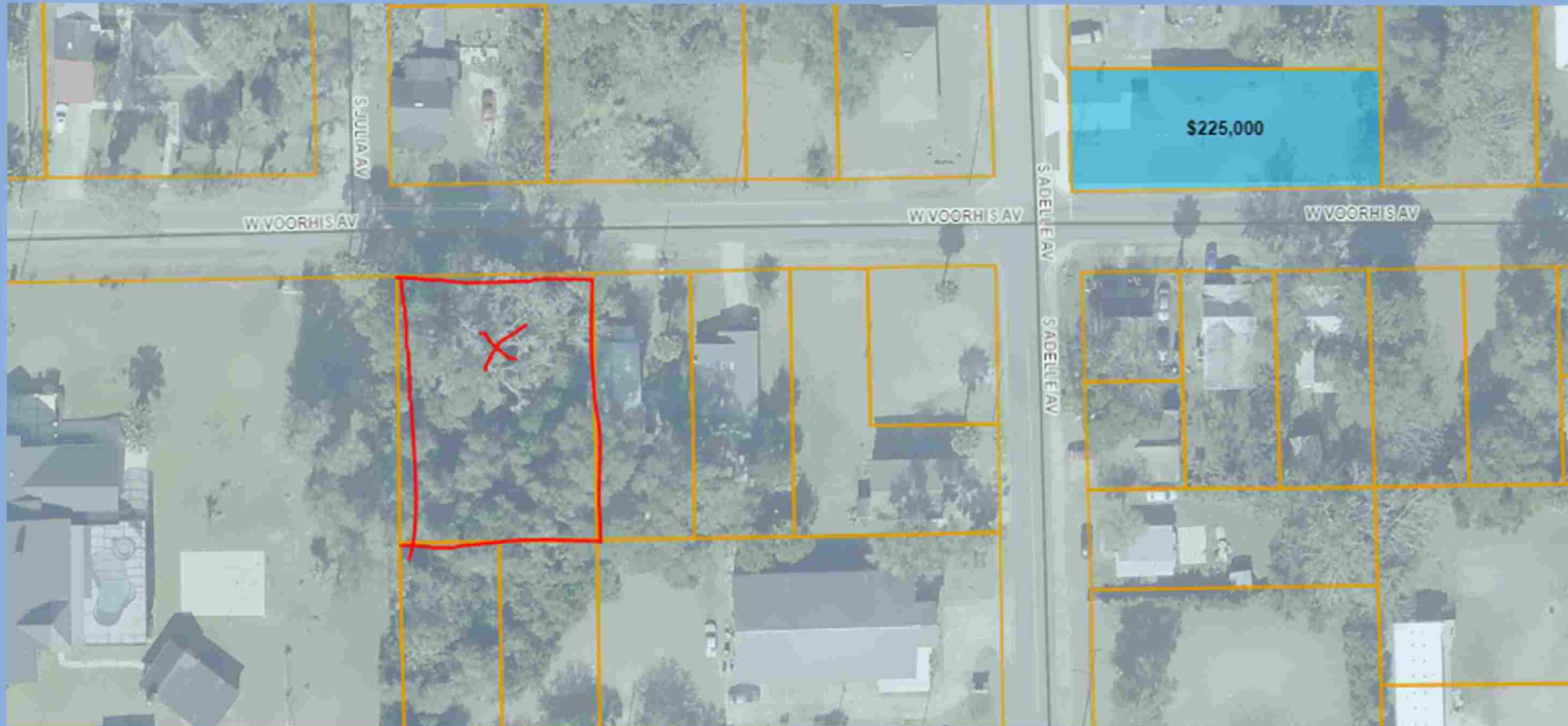
Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

55" DBH Live Oak

Voorhis Ave Parcel # 701716000290



J & I Tree Services, LLC
2541 Lake Helen Rd.
Deltona, FL 32738-2499

June 3, 2022

Dear Raquel,

Thank you for the opportunity to consult with you regarding the condition of the oak tree located next to 514 W Voorhis Ave, Deland, FL. It was a true pleasure to meet you.

As we discussed, the tree is in poor condition and unsafe. It has two main trunks, one of which is completely dead. There is a hole and evidence of decay at the point where the two leaders come together on the main part of the tree. The trunk that is still alive has many dead and diseased branches. These branches are infested with borers. Borers are insects that feed just inside the bark of the tree until they destroy the conductive tissues that transport the moisture and nutrients from the roots to the rest of the tree.

Due to the amount of diseased and dead wood and the infestation of borers, I recommend that the tree be removed. There is a very real possibility that the tree could split and fall. There are also large dead branches that have and will continue to drop. Therefore, I also recommend that the tree be removed as soon as possible.

Should you have questions regarding this information, please feel free to contact me. Again, it was a pleasure meeting with you.

Sincerely,

A handwritten signature in dark ink that reads "Alice Tate Barnett". The signature is written in a cursive, flowing style.

Alice Tate Barnett
ISA Certified Arborist, FL-5625A
B.S. Ornamental Horticulture
407-340-5376
bbarn60368@aol.com

















Jl Tree Service
2441 Lake Helen Osteen Road
Deltona FL 32738-2499

June 16, 2022

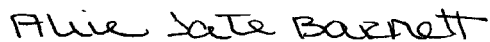
Dear Raquel,

I revisited the site next to 514 W Voorhis Avenue in Deland. I believe the requested information was the diameter of the tree and the identification of the tree. The DBH, (diameter at breast height), is three feet, eight inches. The tree is a Live Oak. It should be noted that the tree splits into two main leaders at ten feet from the ground. These two leaders have close to the same diameter of two feet each.

As stated in the report dated June 3, 2022, one of the main leaders is dead and there are large dead limbs in the other leader. Most of the tree is dead, diseased, and borer infested. Also, stated in the report, I recommend its removal, as soon as possible.

Should you need additional information, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Alice Tate Barnett". The signature is written in a cursive, flowing style.

Alice Tate Barnett
ISA Certified Arborist, FL-5625A
B.S. Ornamental Horticulture
407-340-5376
bbarn60368@aol.com

Tree Advisory Committee Minutes

July 18, 2022

Call to Order: Steve Edgar called the meeting to order at 5:22 PM

Roll Call: Members present were Howard Jeffries, Steve Edgar, Barbara Stockhausen, Dana Venrick, Tadd Kasbeer, and Suze Peace. Charles Gay was absent.
City staff members present were Melissa Miller, Chris Jackson, and Mariellen Calabro
Non-Members who attended were Rebecca Storm, Robert Fitzsimmons, Cathy Lowenstein, Chris Meares and Brian Blazewick

Approval of the Minutes of the Previous Meeting: Dana Venrick made a motion to approve the minutes from the previous meeting. Tadd Kasbeer seconded the motion. The motion carried.

Old Business:

City Nursery: The last Tree Give Away cleaned out the nursery. The new trees planted in February are doing well. All are welcome to volunteer to weed and prune trees. Contact Chris if you'd like to help.

Code of Ordinance Update: No Report

Adopt-a-Tree: Steve Tonjes was absent, so there was no report.

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Welcome New Members!

On July 5th, City Commission appointed/reappointed members as follows:

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Historic Tree Removal: Garfield Ave ROW trees – 32" DBH Live Oak (*26" DBH Live Oak already approved for removal.*) The Public Works Streets Division has requested permission to remove a 32" DBH Live Oak located next to a 26" DBH Live Oak that was previously approved to be removed due to the need to repair an adjacent retaining wall. Initially, the City Forester felt that the work could be completed without removing the second tree; however, it appears that the 32" DBH tree will need to be removed as well. The City hired a private arborist to come up with a plan to save the tree; however, the plan would result in American with Disability Act (ADA) issues that could not be overcome. As a result, the City is requesting the removal of this tree because the project cannot be completed without removing the tree. Tadd Kasbeer made a motion to approve the removal of the 32" DBH historic Live Oak because the safety issue addressed by fixing the retaining wall cannot be addressed adequately without removing the tree. Dana Venrick seconded the motion, and the motion passed unanimously.

Historic Tree Removal (2): Valvoline at 310 E International Speedway – 27" DBH Live Oak

As part of Site Plan SP22-062, Heidner Hoffmann LLC has requested permission to remove one historic tree located at their proposed project, Valvoline at 310 E International Speedway. The Land Development Regulations require that, before the removal of any historic trees should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

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Chris Mears along with Steve Jenkins and Brian Blazewick discussed the project and explained why the trees could not be preserved. The proposed structure has a larger footprint than the 7-11 that was formerly there, and it also has a basement, which would result in substantial root impact. Initially, they had proposed removing the 28" DBH Live Oak south of the building, but they revised their plans and will retain it. They have proposed planting two trees which meet Code size requirement for historic tree replacement. The remaining inches would be contributed into the Tree Replacement Reserve Account. Tadd Kasbeer made a motion to allow the trees to be removed with 100% DBH replacement required. As part of the motion, Tadd recommended that the palms proposed on the project contain at least five to seven live fronds at the time of planting. Howard Jeffries seconded the motion, and the motion passed unanimously.

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Suze Peace recommended denial of the removal of the 25" DBH Live Oak tree because the project could be constructed by moving the entire structure outside of the drip line. Tadd seconded the motion, and the motion carried unanimously.

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As part of Tree Permit, TREE22-016, Silvestri Rocco has requested permission to remove two historic trees at 807 W Pennsylvania Ave. for the construction of a single-family residence. The Land Development Regulations require that, before the removal of any historic tree should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

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Several other historic trees are located on this lot. The Applicant contracted an arborist to determine whether the property could be developed without removing any historic trees. It was determined that moving the home closer to the road would impact the critical root zone of the two historic trees closest to Pennsylvania Ave.

Robert Fitzsimmons discussed why they would like to remove the trees and the measures that they have taken to reduce impacts to as many trees as possible. While there may still be a small encroachment into the critical root zone of the trees closer to the road, the impact should be minimal due to the proposal to use pavers, and there will be minimal grade changes involved in the project. Tadd Kasbeer abstained from the vote due to his relationship with the applicant. Barbara Stockhausen made a motion to recommend approval of the removal of the 54" DBH and 28" DBH Live Oak trees because she agreed that it was not economically or practically feasible to develop the parcel without removing the trees. As part of this resolution she also recommended that 100 percent DBH replacement be required for the removal of the two trees with the minimum size of replacement trees of six-inch caliper and ten feet height. Dana Venrick seconded the motion, and the motion passed.

Historic Tree Removal: Voorhis Ave Parcel # 701716000290 – 55" DBH Live Oak

As part of Tree Permit, TREE22-015, Yvonne Bright has requested permission to remove one historic tree at Parcel #701716000290. The Land Development Regulations require that, before the removal of any historic tree should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

Chris Jackson reported that the tree proposed for removal is a 55" DBH historic Live Oak in Fair condition on vacant residential lot. As indicated in the private arborist letter, the tree has issues; however, the City Forester feels that pruning can reduce any potential risk to adjacent properties without requiring removal.

Tadd Kasbeer recommended denial of the removal of the 55" DBH Live Oak tree because he agreed that the tree's issues could be mitigated by pruning, so it would not meet the requirement for removal as a hazard tree and no development of the parcel has been proposed at this time. Suze Peace seconded the motion, and the motion carried unanimously.

Comments from Members:

Steve Edgar discussed the importance of attending the meetings. Because Charles Gay has not attended the meeting for over a year, Tadd Kasbeer made a motion that he be removed from the Committee. Barbara seconded the motion, and the motion passed unanimously. Because our bylaws require two votes, this issue will be brought up again at our next meeting.

Howard Jeffries reported that a local tree company has been publishing a tree of the week as part of the Beacon. He said that the reports were well done and reference the University of Florida.

Dana Venrick suggested that the City improve the landscaping in the medians at the southern entrance to the City. Dana made a motion that we investigate ways to improve planting in the medians. Tadd Kasbeer seconded the motion, and the motion carried.

Howard Jeffries discussed vines on the rights-of-ways and why they get out of control. Mariellen reported that different rights-of-ways have different jurisdictions, and they typically only respond when they receive citizen complaints.

Adjourn: The meeting adjourned at 6:41 pm.

Next Meeting: August 9, 2022

CITY OF DELAND
Request for Commission Action
August 1, 2022

SUBJECT: Resolution Approving Removal of One 32" DBH Historic Tree Located at 337 South Garfield Avenue.

DEPARTMENT: Public Works

PREPARED BY: Ray Underwood, Public Works Director

ATTACHMENTS: Resolution, Arborist Tech Photo Log and Location Map, Private Arborist Report, Tree Advisory Committee Meeting Minutes

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

SUMMARY/HIGHLIGHT:

The Public Works Street Division has requested permission to remove one 32" DBH historic tree located at 337 S Garfield Ave. The Land Development Regulations require that, before the removal of any historic tree should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

The City Forester has determined that the tree proposed for removal is a 32" DBH historic Live Oak in Good condition. The tree is pushing down a retention wall into an adjacent sidewalk. In August 2021, the City Forester determined that the plan for repairing the wall would result in significant damage to the root system of one 26" DBH historic Live Oak; however, she felt that the adjacent 32" DBH historic Live Oak could still be preserved. The City Commission has approved the removal of the 26" DBH historic Live Oak. A private arborist reviewed the situation to identify options for preserving the 32" DBH historic Live Oak. After reviewing his report, City Public Works staff determined that they would be unable to repair the wall while still maintaining American with Disability Act (ADA) requirements.

At their July 18, 2022 meeting, the Tree Advisory Committee recommended APPROVAL of the removal of the 32" DBH Live Oak tree due to its damage of the adjacent retaining wall and the potential for root damage associated with the proposed repair of the retaining wall.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Removing this tree may prevent damages to adjacent pedestrians and vehicles due to the potential failure of the retaining wall or potential failure of the tree.

RECOMMENDATION:

At their July 18, 2022 meeting, the Tree Advisory Committee recommended APPROVAL of the removal of one 32" DBH Live Oak tree located at 337 S Garfield Ave. due to its damage to the adjacent retaining wall and potential damage of the tree associated with the repair of the wall.

Staff recommends that the City Commission APPROVE the removal of the 32" DBH historic tree.

BACKGROUND/DISCUSSION:

Attached is a copy of the City Arborist Inspector's Location Map and Photo Log and the private arborist's report. The Minutes from the July 18, 2022 Tree Advisory Committee meeting are also attached.

RESOLUTION NO. 2022 –

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
APPROVING THE REMOVAL OF ONE HISTORIC TREE LOCATED AT 337
SOUTH GARFIELD AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the applicant, City of DeLand, Public Works Street Division, is requesting permission to remove one 32” DBH historic tree located at 337 S. Garfield Avenue; and

WHEREAS, the City’s Forester has determined that the tree is historic and in good condition; and

WHEREAS, on July 18, 2022, the Tree Advisory Committee recommended approval of the removal of one 32” DBH historic tree based on a finding that the tree is damaging an adjacent retaining wall and the plan to repair the wall would result in damage to the root system of the tree.

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

Section 1. The City Commission hereby approves the request for removal of one 32” DBH historic tree located at 337 South Garfield Avenue.

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

PASSED AND ADOPTED this 1st day of August, 2022.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

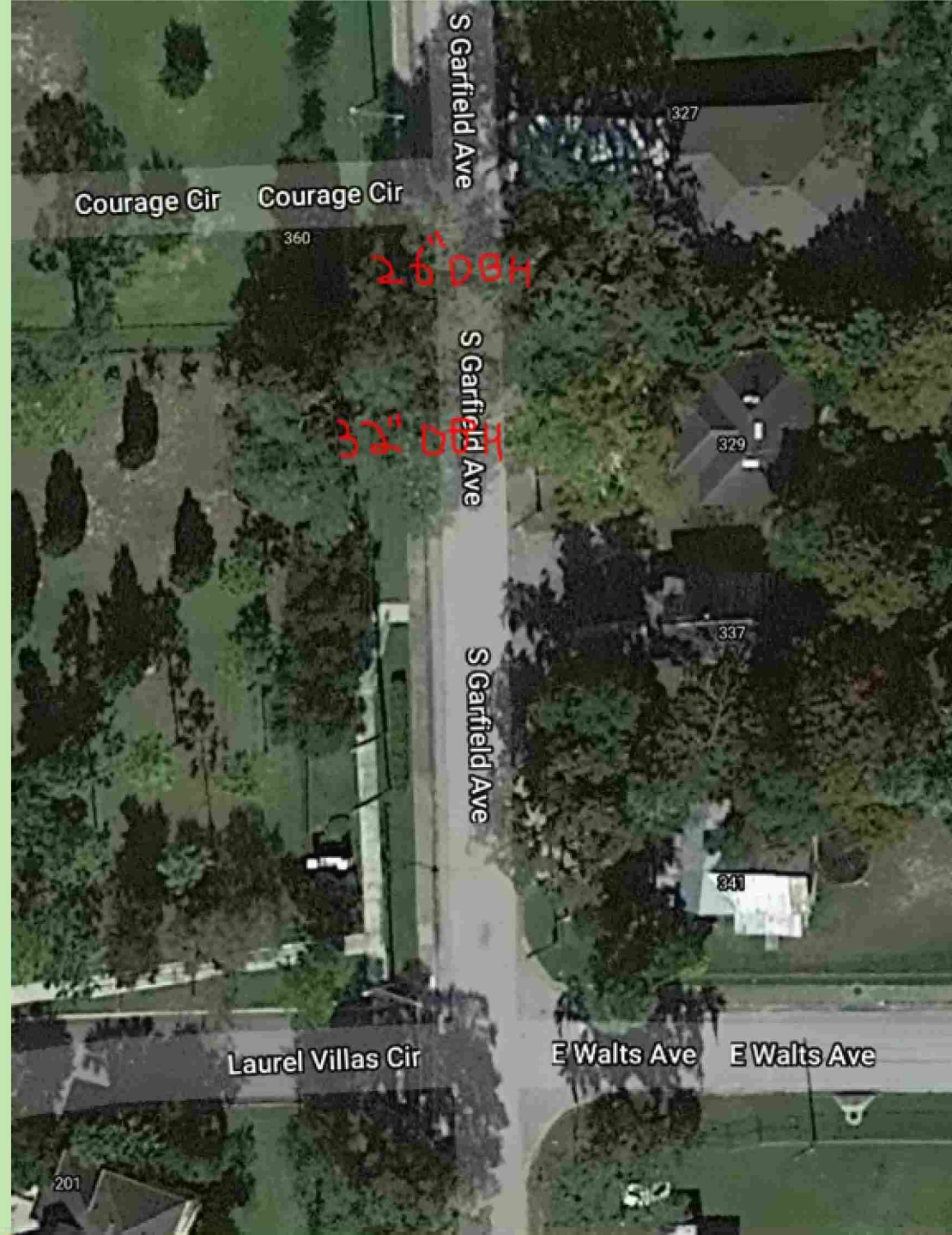
APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

300 Block S Garfield

32" DBH Live Oak

(The 26" DBH Live Oak has already been approved)





The 32" DBH Live Oak is the one on the left









ADVANCED TREE CARE

CHUCK AND DANNY LIPP



Live oak Tree ID #5485

Tree	
Tree Id:	1
Primary ID:	5485
New Tag #:	
Previous ID or Tag #:	
Common Name:	Live oak
Scientific Name:	Quercus virginiana
DBH:	32
Number of Stems (Multi Calc):	1
Tree Height (Estimated):	55
Canopy Shape:	Asymmetrical
Mallet Test:	Negative
Health Condition:	Good- tree vigor is normal for the species. There are no significant signs or symptoms due to pests or diseases, no more than minor discoloration, defoliation and twig or branch dieback.
Structure:	Fair- there is either a single significant defect or multiple moderate defects. Branch or trunk failure is possible to probable. Defects may or may not be practical to correct or would require multiple treatments over several years.
Utilites:	
Observations-Characteristics:	Co-dominant leaders w/o included bark, Sprawling crown, Restricted root area
Observations-Biotic	None observed

Photos



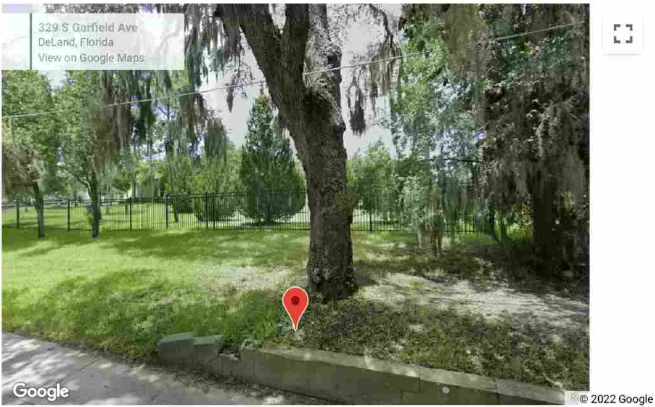
Pest:	
Observations-Abiotic:	None observed
Notes 1:	If retaining wall is to be replaced as is then too much root damage will occur and tree should be removed. However, If the retaining wall can be shortened to approximately 12 inches above the top of the sidewalk, and the sidewalk can be raised on a gravel geogrid bed above its current grade, then the tree roots may be accommodated.
Notes 2:	Root crown excavation should be done to evaluate location and size of roots pushing against the retaining wall.
DBH Stem 1:	
DBH Stem 2:	
DBH Stem 3:	
DBH Stem 4:	
DBH Stem 5:	
DBH Stem 6:	
Code:	QUVI
Cultivar:	
DBH Range:	>30in
Genus:	Quercus
Height Range:	50ft-75ft
Archived:	No

Location	
Client Site:	DeLand-Laurel Villas
House Number:	
Address Street:	South Garfield Avenue
Land Type:	Street

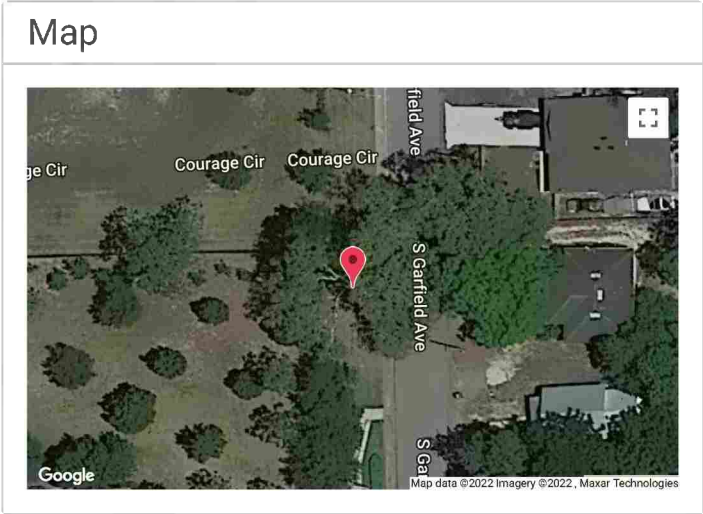
Management



Street View



ISA Board Certified Master Arborist:	Chuck Lippi FL-0501B
Tree Work-Pruning:	End weight reduction, Priority 2 Prune, Remove dead branches
Tree Work-PHC:	
Tree Work-Root/soil:	Root crown excavation
Priority:	As soon as possible
Monitor:	Yes
Cycle:	2yr Cycle
Pruning Specs and Notes:	Pruning may be required of smaller roots less than 1 inch in diameter. Larger roots that are pushing against the wall should be retained if possible. These larger roots seem to be at a level 8 to 12 inches below the top of the wall. Root crown excavation recommended to investigate location and size of roots pushing against wall. If wall will be rebuilt with no detailed root investigation and accommodation, then the tree should be removed. Consider a shorter wall and sloping open soil and a raised sidewalk on a gravel geogrid bed.
Pruning spec-type of cut:	If tree is to be retained then end weight reduction pruning should be done as specified below:
Pruning spec-location of cut:	Some end weight reduction pruning on tree's crown if tree is to be retained.
Pruning spec-# of cuts:	4 to 6 per lateral branch
Pruning spec-size of cuts:	up to 6 inches in diameter



Pruning spec-% canopy removal:	20% to 25%
User:	Chuck
Last Modified User:	Chuck
Date Added:	06/01/2022
Last Modified:	06/04/2022

Risk Assessment

Assessment Level :	Level 2 - Detailed 360° ground level visual inspection of a tree and its surrounding site w/mallet test.
Assessed Tree Part:	Whole Tree
Likelihood of Failure:	Possible
Likelihood of Impacting Target:	High
Likelihood:	Somewhat Likely
Consequence of Failure:	Severe
Risk Rating:	Moderate

Infrastructure

Sidewalk Previously Replaced:	No
Infrastructure damage:	Sidewalk
Slab grinding or other repair :	Yes
No. of slabs:	1
Infrastructure height lift:	0.25"
Infrastructure recommendation:	Retain tree. Consider root mitigation

Report Prepared: June 4, 2022

Tree Advisory Committee Minutes

July 18, 2022

Call to Order: Steve Edgar called the meeting to order at 5:22 PM

Roll Call: Members present were Howard Jeffries, Steve Edgar, Barbara Stockhausen, Dana Venrick, Tadd Kasbeer, and Suze Peace. Charles Gay was absent.
City staff members present were Melissa Miller, Chris Jackson, and Mariellen Calabro
Non-Members who attended were Rebecca Storm, Robert Fitzsimmons, Cathy Lowenstein, Chris Meares and Brian Blazewick

Approval of the Minutes of the Previous Meeting: Dana Venrick made a motion to approve the minutes from the previous meeting. Tadd Kasbeer seconded the motion. The motion carried.

Old Business:

City Nursery: The last Tree Give Away cleaned out the nursery. The new trees planted in February are doing well. All are welcome to volunteer to weed and prune trees. Contact Chris if you'd like to help.

Code of Ordinance Update: No Report

Adopt-a-Tree: Steve Tonjes was absent, so there was no report.

2022 Tree Give Away (April 16, 2022): The last Tree Give Away cleaned out the nursery. Trees that found a new home are summarized below:

Species	Live Oak	Loquat	Persimmon	Sand Pine	Wild Olive	Winged Elm	Yaupon Holly	TOTAL
	110	28	228	30	151	155	99	801

New Business:

Welcome New Members!

On July 5th, City Commission appointed/reappointed members 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

2023 Tree Give Away – Time to Order Trees: During the last week of July, trees are available to order. So that we don't have to wait until August to order when supplies may be limited, the committee recommended that City staff purchase the trees and report back. As discussed, we should try to get four species: one canopy, one holly or other small evergreen, one flowering tree, and one fruiting tree, if available. Possible species to purchase include Flatwoods or Chickasaw Plum, Southern Red Cedar, Turkey Oak, and Post Oak, if available. We discussed Longleaf Pine, but because they don't do well in our nursery, Mariellen suggested that they be purchased as tubelings before the Tree Give Away rather than trying to grow them. Bald Cypress and Redbud were discussed, but they were ordered last year.

Historic Tree Removal: Garfield Ave ROW trees – 32" DBH Live Oak (*26" DBH Live Oak already approved for removal.*) The Public Works Streets Division has requested permission to remove a 32" DBH Live Oak located next to a 26" DBH Live Oak that was previously approved to be removed due to the need to repair an adjacent retaining wall. Initially, the City Forester felt that the work could be completed without removing the second tree; however, it appears that the 32" DBH tree will need to be removed as well. The City hired a private arborist to come up with a plan to save the tree; however, the plan would result in American with Disability Act (ADA) issues that could not be overcome. As a result, the City is requesting the removal of this tree because the project cannot be completed without removing the tree. Tadd Kasbeer made a motion to approve the removal of the 32" DBH historic Live Oak because the safety issue addressed by fixing the retaining wall cannot be addressed adequately without removing the tree. Dana Venrick seconded the motion, and the motion passed unanimously.

Historic Tree Removal (2): Valvoline at 310 E International Speedway – 27" DBH Live Oak

As part of Site Plan SP22-062, Heidner Hoffmann LLC has requested permission to remove one historic tree located at their proposed project, Valvoline at 310 E International Speedway. The Land Development Regulations require that, before the removal of any historic trees should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

Chris Jackson reported that the tree proposed for removal is a 27" DBH historic Live Oak in Good condition in a parking lot island, northwest of the existing building.

Chris Mears along with Steve Jenkins and Brian Blazewick discussed the project and explained why the trees could not be preserved. The proposed structure has a larger footprint than the 7-11 that was formerly there, and it also has a basement, which would result in substantial root impact. Initially, they had proposed removing the 28" DBH Live Oak south of the building, but they revised their plans and will retain it. They have proposed planting two trees which meet Code size requirement for historic tree replacement. The remaining inches would be contributed into the Tree Replacement Reserve Account. Tadd Kasbeer made a motion to allow the trees to be removed with 100% DBH replacement required. As part of the motion, Tadd recommended that the palms proposed on the project contain at least five to seven live fronds at the time of planting. Howard Jeffries seconded the motion, and the motion passed unanimously.

Historic Tree Removal: 120 N Colorado -- 25" DBH Live Oak

As part of Tree Permit, TREE22-011, Miamex Properties LLC has requested permission to remove one historic tree at 120 N Colorado Ave. for the construction of a duplex. The Land Development Regulations require that, before the removal of any historic tree should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

Chris Jackson reported that the tree proposed for removal is a 25" DBH historic Live Oak in Good condition on a vacant lot. Rebecca Storm discussed why they would like to remove the tree to construct a duplex. Steve Edgar suggested that the plan be shifted to avoid the tree as it appears that the proposed single-story structure could fit under it. Tadd looked up the Zoning and determined that it was C1 zoning which would only require 7.5-foot setbacks, so the entire project could be pushed to the south at least 12 feet to limit impact to the tree.

Suze Peace recommended denial of the removal of the 25" DBH Live Oak tree because the project could be constructed by moving the entire structure outside of the drip line. Tadd seconded the motion, and the motion carried unanimously.

Historic Tree Removal: 807 W Pennsylvania Ave – 54" DBH Live Oak and 28" DBH Live Oak

As part of Tree Permit, TREE22-016, Silvestri Rocco has requested permission to remove two historic trees at 807 W Pennsylvania Ave. for the construction of a single-family residence. The Land Development Regulations require that, before the removal of any historic tree should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

Chris Jackson reported that the trees proposed for removal are a 54" DBH historic Live Oak in Good condition and a 28" DBH historic Live Oak in Good condition on vacant residential lot.

Several other historic trees are located on this lot. The Applicant contracted an arborist to determine whether the property could be developed without removing any historic trees. It was determined that moving the home closer to the road would impact the critical root zone of the two historic trees closest to Pennsylvania Ave.

Robert Fitzsimmons discussed why they would like to remove the trees and the measures that they have taken to reduce impacts to as many trees as possible. While there may still be a small encroachment into the critical root zone of the trees closer to the road, the impact should be minimal due to the proposal to use pavers, and there will be minimal grade changes involved in the project. Tadd Kasbeer abstained from the vote due to his relationship with the applicant. Barbara Stockhausen made a motion to recommend approval of the removal of the 54" DBH and 28" DBH Live Oak trees because she agreed that it was not economically or practically feasible to develop the parcel without removing the trees. As part of this resolution she also recommended that 100 percent DBH replacement be required for the removal of the two trees with the minimum size of replacement trees of six-inch caliper and ten feet height. Dana Venrick seconded the motion, and the motion passed.

Historic Tree Removal: Voorhis Ave Parcel # 701716000290 – 55" DBH Live Oak

As part of Tree Permit, TREE22-015, Yvonne Bright has requested permission to remove one historic tree at Parcel #701716000290. The Land Development Regulations require that, before the removal of any historic tree should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

Chris Jackson reported that the tree proposed for removal is a 55" DBH historic Live Oak in Fair condition on vacant residential lot. As indicated in the private arborist letter, the tree has issues; however, the City Forester feels that pruning can reduce any potential risk to adjacent properties without requiring removal.

Tadd Kasbeer recommended denial of the removal of the 55" DBH Live Oak tree because he agreed that the tree's issues could be mitigated by pruning, so it would not meet the requirement for removal as a hazard tree and no development of the parcel has been proposed at this time. Suze Peace seconded the motion, and the motion carried unanimously.

Comments from Members:

Steve Edgar discussed the importance of attending the meetings. Because Charles Gay has not attended the meeting for over a year, Tadd Kasbeer made a motion that he be removed from the Committee. Barbara seconded the motion, and the motion passed unanimously. Because our bylaws require two votes, this issue will be brought up again at our next meeting.

Howard Jeffries reported that a local tree company has been publishing a tree of the week as part of the Beacon. He said that the reports were well done and reference the University of Florida.

Dana Venrick suggested that the City improve the landscaping in the medians at the southern entrance to the City. Dana made a motion that we investigate ways to improve planting in the medians. Tadd Kasbeer seconded the motion, and the motion carried.

Howard Jeffries discussed vines on the rights-of-ways and why they get out of control. Mariellen reported that different rights-of-ways have different jurisdictions, and they typically only respond when they receive citizen complaints.

Adjourn: The meeting adjourned at 6:41 pm.

Next Meeting: August 9, 2022

CITY OF DELAND
Request for Commission Action
August 1, 2022

SUBJECT: Resolution Approving Removal of Two Historic Trees Located at 807 West Pennsylvania Avenue.

DEPARTMENT: Public Works

PREPARED BY: Ray Underwood, Public Works Director

ATTACHMENTS: Resolution, Arborist Inspector Photo Log and Location Map, Private Arborist Report, Private Arborist Report Attachment, Tree Advisory Committee Meeting Minutes

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

SUMMARY/HIGHLIGHT:

As part of Tree Permit, TREE22-016, Silvestri Rocco has requested permission to remove two historic trees at 807 W Pennsylvania Ave. for the construction of a single-family residence. The Land Development Regulations require that, before the removal of any historic tree should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

The City Forester has determined that the trees proposed for removal are a 54" DBH historic Live Oak in Good condition and a 28" DBH historic Live Oak in Good condition on vacant residential lot.

Several other historic trees are located on this lot. The Applicant contracted an arborist to determine whether the property could be developed without removing any historic trees. It was determined that moving the home closer to the road would impact the critical root zone of the two historic trees closest to Pennsylvania Ave.

At their July 18, 2022 meeting, the Tree Advisory Committee recommended APPROVAL of the removal of the 54" DBH and 28" DBH Live Oak trees because they agreed that it was not economically or practically feasible to develop the parcel without removing the trees. The Tree Advisory Committee recommended that 100 percent DBH replacement be required for the removal of the two trees with the minimum size of replacement trees of six-inch caliper and ten feet height.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None

RECOMMENDATION:

At their July 18, 2022 meeting, the Tree Advisory Committee recommended APPROVAL of the removal of one 54" DBH Live Oak tree and one 28" DBH Live Oak tree because they agreed that it was not economically or practically feasible to develop the parcel without removing the trees. The Tree Advisory Committee recommended that 100 percent DBH replacement be required for the removal of the two trees with the minimum size of replacement trees of six-inch caliper and ten feet height.

Staff recommends that the City Commission APPROVE the removal of the 54" DBH and 28" DBH trees with 100 percent DBH replacement requirement and a minimum size for replacement trees of six-inch caliper and ten feet height.

BACKGROUND/DISCUSSION:

Attached is a copy of the City Arborist Inspector's Location Map and Photo Log. The Minutes from the July 18, 2022 Tree Advisory Committee meeting and private arborist report are also attached.

RESOLUTION NO. 2022 –

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
APPROVING THE REMOVAL OF TWO HISTORIC TREES LOCATED AT 807
WEST PENNSYLVANIA AVENUE; PROVIDING FOR A CONDITION AND AN
EFFECTIVE DATE.**

WHEREAS, the applicant, Silvestri Rocco, is requesting permission to remove two historic trees located at 807 W. Pennsylvania Avenue for the construction of a single-family residence; and

WHEREAS, the City's Forester has determined that the trees are historic and in good condition; and

WHEREAS, on July 12, 2022, the Tree Advisory Committee recommended approval of the removal of the historic trees based on the finding that the project cannot be completed without the removal of the trees; and

WHEREAS, on July 18, 2022, the Tree Advisory Committee recommended that one hundred percent DBH replacement be required for the historic trees with a minimum size for replacement trees of six-inch caliper and ten feet height.

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

Section 1. The City Commission hereby approves the request for removal of two historic trees located at 807 W. Pennsylvania Avenue, on the condition with 100 percent DBH replacement requirement and a minimum size for replacement trees of six-inch caliper and ten feet height.

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

PASSED AND ADOPTED this 1st day of August, 2022.

Robert F. Apgar
Mayor-Commissioner

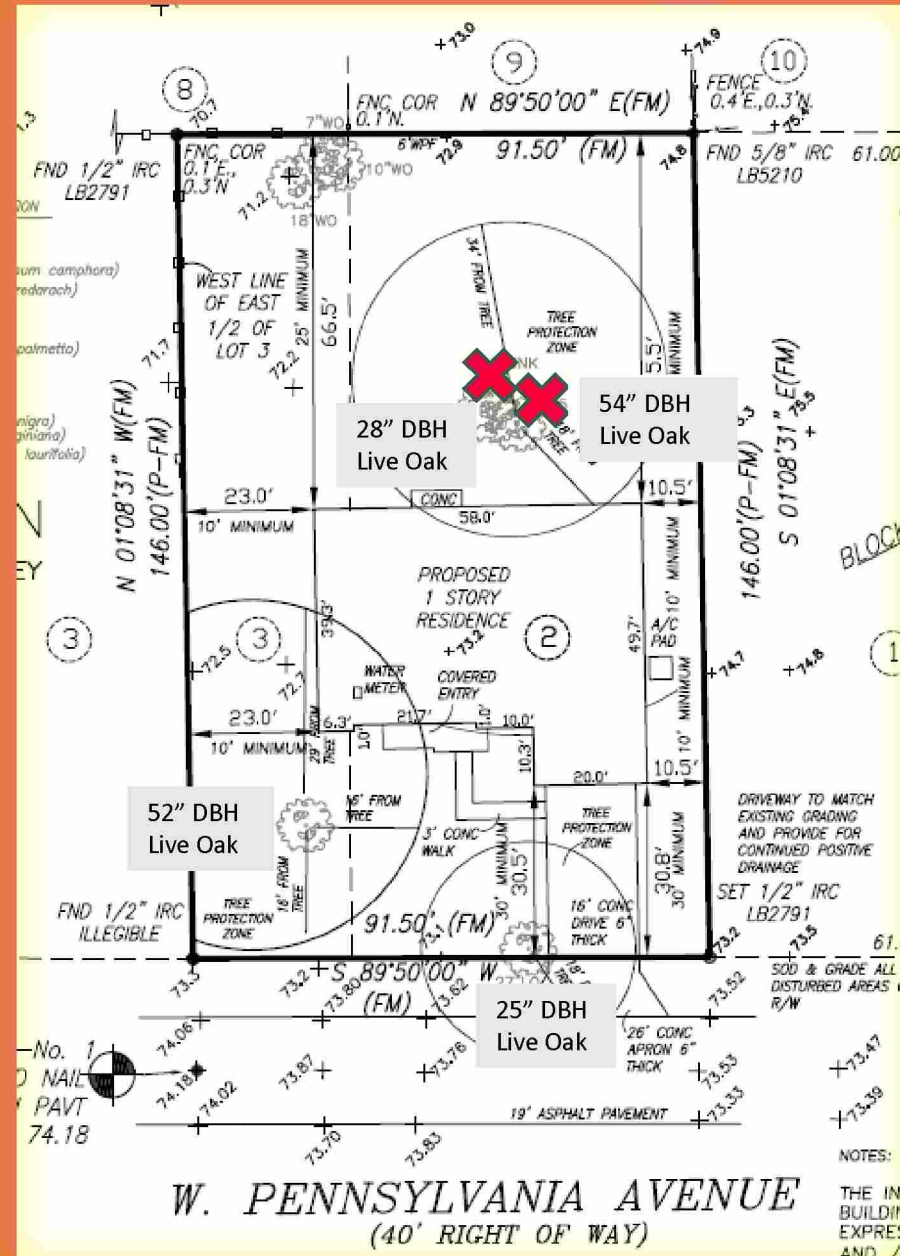
ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

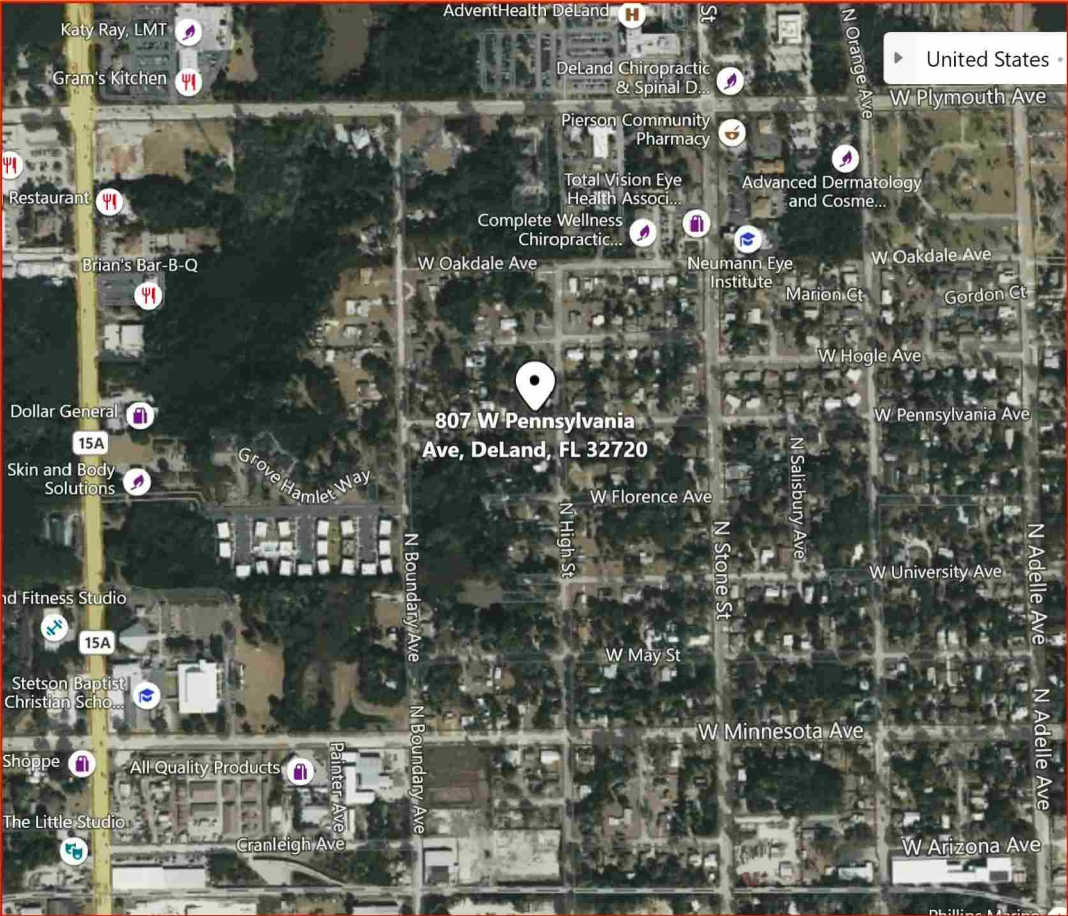
Darren J. Elkind
City Attorney

807 W Pennsylvania



Request to remove 54"
DBH Live Oak and 28"
DBH Live Oak

Project Location Map



LEGAL DESCRIPTION: (WRITTEN)

LOT 2 AND THE EAST 1/2 OF LOT 3, ACCORDING TO MARY JANE ENGLISH'S SUBDIVISION, OF THE EAST 1/2 OF BLOCK 63, CITY OF DELAND, A PLAT OF SAID SUBDIVISION BEING OF RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, IN MAP BOOK 7, PAGE 124.



SCALE: 1"=30'

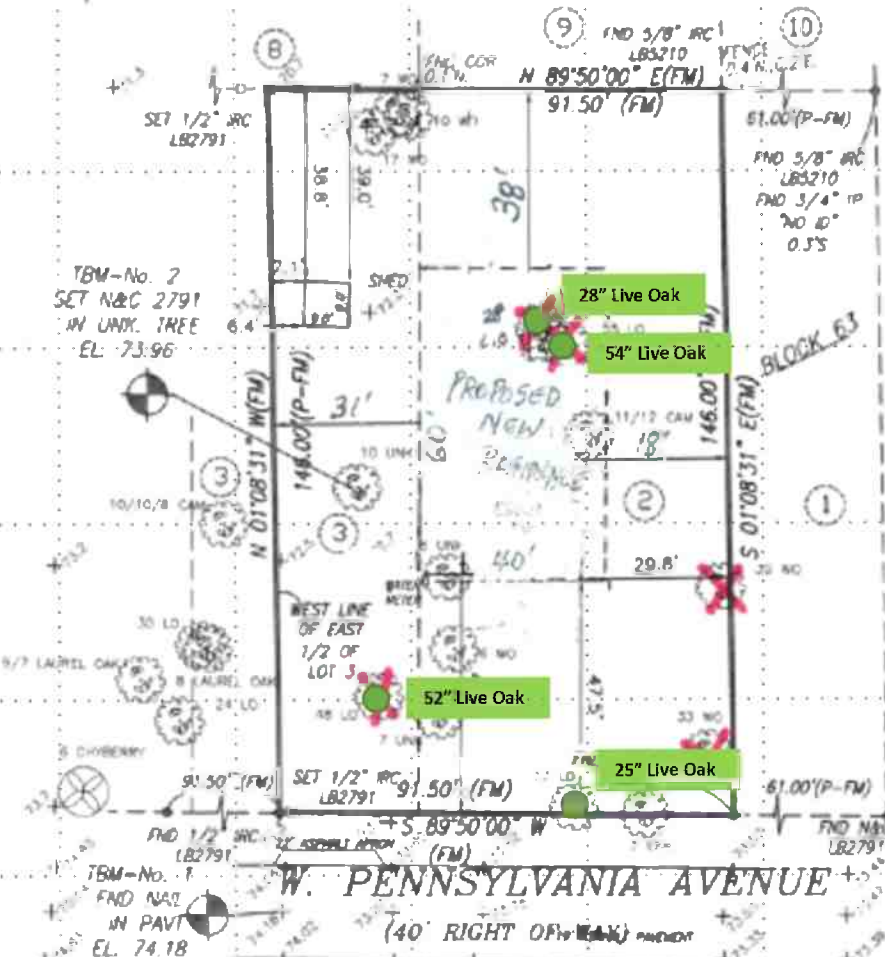
TREE REMOVAL PLAN:

807 W. PENNSYLVANIA AVE.

*N. HIGH STREET (FIELD)
STANLEY AVENUE (PLAT)*

*TREES TO BE
REMOVED:*

- 1- 55' LIVE OAK
(2 TRUNKS)*
- 1- 28" LIVE OAK*
- 1- 48" LIVE OAK*
- 1- 39" WATER OAK*
- 1- 33" WATER OAK*



● Historic Trees on site

NOTES:



54" DBH Live Oak





28" DBH Live Oak





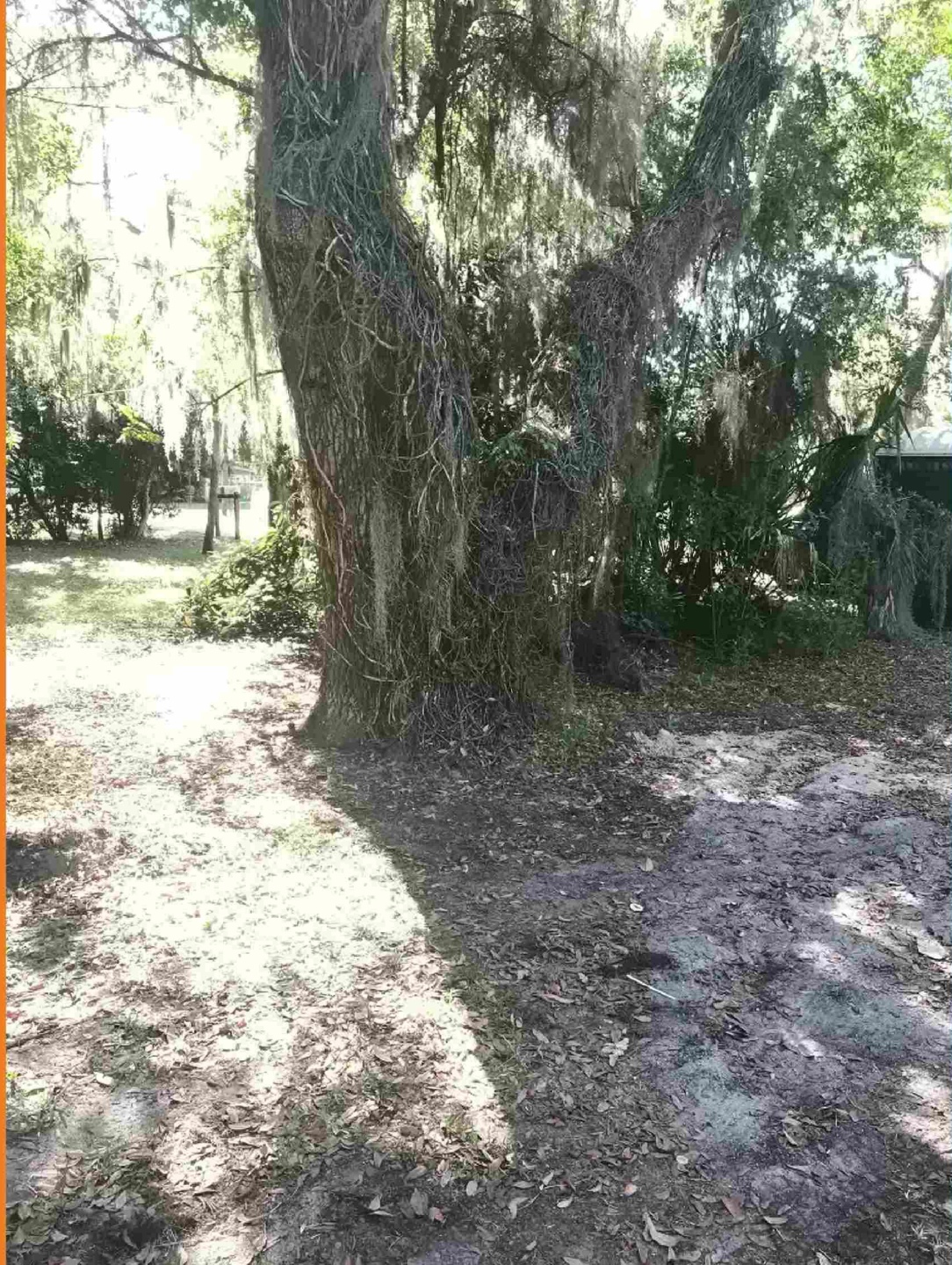


52" DBH Live Oak



To be preserved







Advanced Tree Care, Inc.

Kerri Hogan
Gallery Homes
446 W. New York Ave.
Deland, FL 32720

4/7/2022

Dear Kerri Hogan,

On Tuesday April, 5, 2022, I completed root excavation work using an Airspade pneumatic tool to locate the structural lateral roots of the four live oak (*Quercus virginiana*) trees on property at 807 Pennsylvania Avenue in Deland, Florida. The purpose was to determine, by request of the City of Deland, the nearest distance to each tree that could be achieved for construction on the property without significantly damaging the health or stability of the protected trees. Four trees were examined which are outlined in the provided property survey. The larger of the two trees located on the north portion of the property was selected for inspection due to its larger size and proximity to the proposed construction area. The tree protection area of the smaller adjacent tree would fall within that of the larger tree.

A critical root zone (CRZ) was calculated for each tree which is generally understood to be 3 x trunk diameter. This equation is then converted to linear feet and provides a radius distance from a tree trunk where a tree can have 1/4 of its roots cut or otherwise damaged during construction with minimal negative affects to overall tree health and stability. A tree protection zone (TPZ) was also calculated for each tree. The TPZ calculation is based on current industry Best Management Practices and is also based on trunk diameter. The TPZ is the distance from the tree trunk around an entire tree where roots can be cut or otherwise damaged with minimal negative affects to tree health and stability. Excavations were performed first at the CRZ of each tree. If large structural roots were discovered at the CRZ then subsequent excavations were performed away from the tree in 5 foot increments until lateral roots were discovered to be small enough to be cut or damaged with minimal negative affects to overall tree health and stability.



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Gainesville, FL 32601
www.shadetreeexpert.com



South Central Live Oak

DBH (diameter at breast height): 29 inches

CRZ: 7 feet

TPZ: 18 feet

Notes: Excavation performed at 12 foot radius from tree. Four roots total observed within 12 inches of soil surface. Two roots between one and two inches diameter. Two roots between three and four inches diameter. One showed no sign of branching or tapering after further excavation. Recommend this tree be protected all the way to full TPZ of 18 feet. No fill soil additions, compaction, vehicular activity, staging of equipment or pouring of chemicals can occur closer than 18 feet from any side of the tree. Engineering should not be performed that will significantly change the soil moisture levels around the tree.



Image 1. 29 inch diameter live oak.



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Gainesville, FL 32601
www.shadetreeexpert.com



South West Live Oak
DBH: 44 inches
CRZ: 11 feet
TPZ: 29 feet

Notes: Multiple large structural roots found at the CRZ. Subsequent excavation performed at 16 foot radius from tree. Five structural roots observed between four and six inches diameter located within 12 inches of soil surface. No roots larger than 1 inch diameter found within 12" of soil surface at 16 feet from tree. Excavation and root cutting can be performed no closer than 16 feet from the east side of the tree. No fill soil additions, compaction, vehicular activity, staging of equipment or pouring of chemicals can occur closer than 16 feet from the south side of the tree or within the 29 feet distance from the remaining rooting area of the tree. Engineering should not be performed that will significantly change the soil moisture levels around the tree.



Image 2. 44 inch diameter live oak.



Image 3. Rooting area excavation of 44 inch diameter live oak.



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Gainesville, FL 32601
www.shadetreeexpert.com



North Central Live Oak - larger of two adjacent trees
DBH: 51 inches
CRZ: 13 feet
TPZ: 34 feet

Notes: Excavation performed at 18 feet from the trees. Six roots observed at 12 to 18" from soil surface. Five of the roots were between one two inches in diameter. One root was three inches in diameter. Root cutting and construction can occur no closer than 18 feet from the southern side of this tree. No fill soil additions, compaction, vehicular activity, staging of equipment or pouring of chemicals can occur closer than 18 feet from the south side of the tree or within the 34 feet distance from the remaining rooting area of the tree. Engineering should not be performed that will significantly change the soil moisture levels around the tree.



Image 4. 51 inch diameter live oak.



Image 5. 51 inch diameter live oak.



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605 NE 7th Terrace
Gainesville, FL 32601
www.shadetreeexpert.com



If you have any questions about my observations or recommendations, please feel free to contact me.

Sincerely,
Danny Lippi



Advanced Tree Care, Inc.
ISA Board Certified Master Arborist #FL6145B
Tree Risk Assessment Qualified
M.S. Soil and Water Sciences

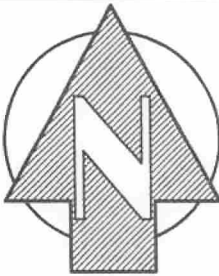


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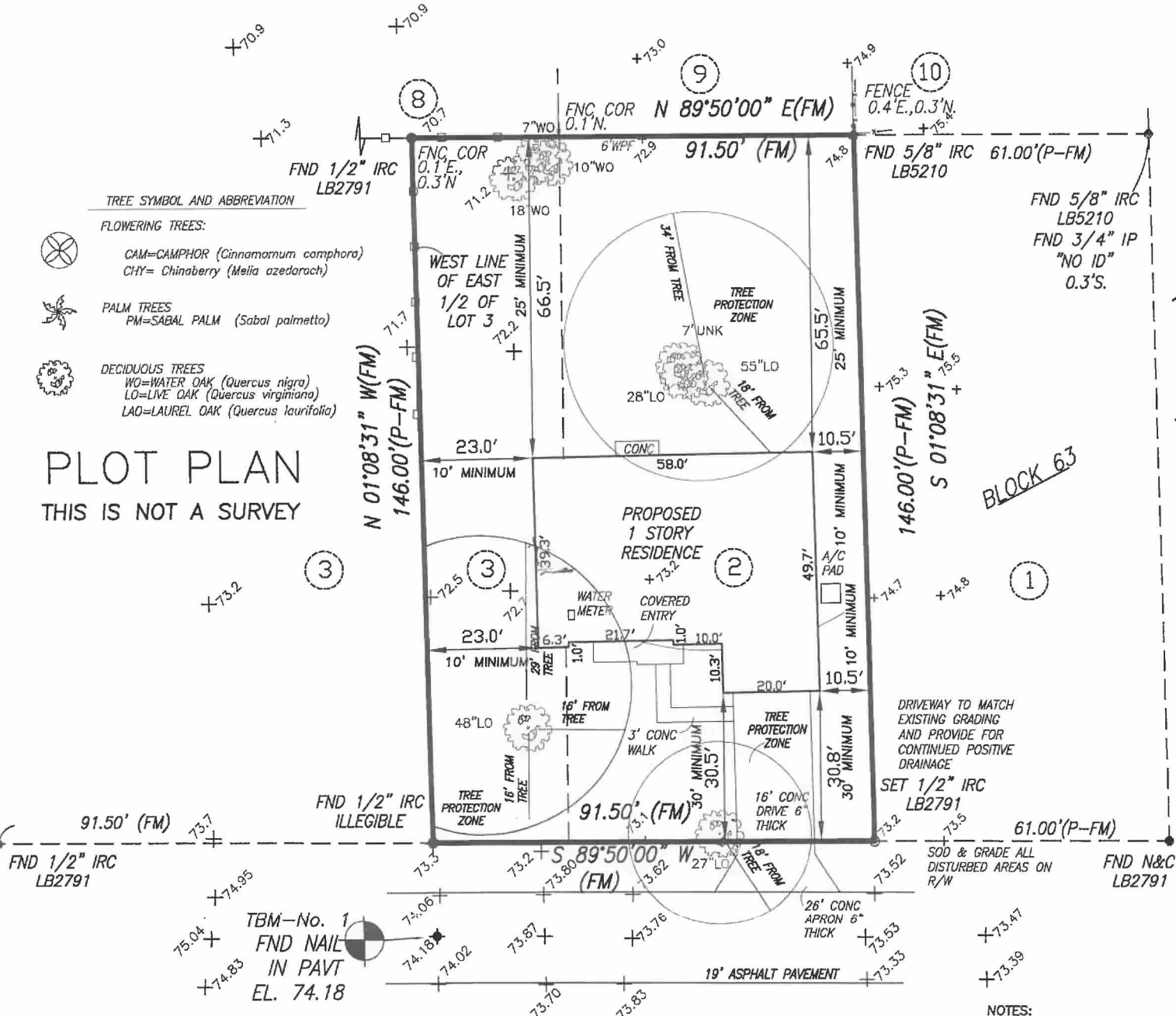
SCALE: 1"=30'

FLOOD CERTIFICATION:

(Per map dated February 19, 2014)
This is to certify that I have consulted the Federal Insurance Flood Hazard Boundary Map and found the ABOVE named Property IS NOT located in a special flood hazard area, according to Community Panel Map No. 12127C-0465-H Map, Panel 465 of 930, Zone "X".

- TREE SYMBOL AND ABBREVIATION
- FLOWERING TREES:
- CAM=CAMPBELL (Cinnamomum camphora)
 - CHY= Chinaberry (Melia azedarach)
- PALM TREES
- PM=SABAL PALM (Sabal palmetto)
- DECIDUOUS TREES
- WO=WATER OAK (Quercus nigra)
 - LO=LIVE OAK (Quercus virginiana)
 - LAO=LAUREL OAK (Quercus laurifolia)

PLOT PLAN
THIS IS NOT A SURVEY



W. PENNSYLVANIA AVENUE
(40' RIGHT OF WAY)

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT OF WAY LINE OF W. PENNSYLVANIA AVENUE AS BEING S. 89°50'00" W. (ASSUMED).

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

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

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

ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 1988 DATUM

NOTES:

THE INTENDED USE OF THIS SKETCH IS TO OBTAIN A BUILDING PERMIT. ANY USE OTHER THAN THE ONE EXPRESSED IS DONE SOLELY AT THE RISK OF THE USER AND /OR THEIR AGENT(S).

LOT DIMENSIONS AND/OR ELEVATIONS SHOWN HEREON ARE FROM RECORD INFORMATION OF FILE DATUM AND ARE SUBJECT TO AN ACCURATE FIELD SURVEY.

ZONING AND BUILDING SETBACK INFORMATION SHOWN HEREON WERE OBTAINED VERBALLY AND SHALL BE VERIFIED BY THE APPROPRIATE GOVERNMENTAL AGENCY.

BUILDING DIMENSIONS, LOT GRADING, FINISH FLOOR ELEVATIONS, LOCATION AND SIZE OF DRIVEWAYS, SIDEWALKS, PATIOS, ETC. SHOWN HEREON ARE SUBORDINATE TO THE ACTUAL BUILDING/SITE PLANS AND SHALL BE VERIFIED BEFORE COMMENCEMENT OF LOT CLEARING AND/OR CONSTRUCTION.

DRAWING REVISED TO SHOW TREE PROTECTION ZONES PER ADVANCED TREE CARE, INC, CALCULATIONS PERFORMED ON 4/5/22, DATED: 5/2/22

DRAWING REVISED TO ADD TREES AND ELEVATIONS, DATED: 1/7/2020 2022

BOUNDARY SURVEY RECERTIFIED TO: ROCCO SILVESTRI ALSO ADDED HISTORIC TREES DATED: 11/09/2021

LEGEND AND ABBREVIATIONS

A	Arc Length	LB	Land Surveying Business
A/C	A/C-Air Conditioning Unit	M.B.	Map Book
BM	Benchmark	MON	Monument
C	Center Line	N&C	Nail & Cap
CTV	Cable TV Service	NO ID	No Identity
CLF	Chainlink Fence	O.R.	Official Record Book
CHBRG	Chord Bearing	(P)	Plot
CHD	Chord Distance	PC	Point of Curve
CONC	Concrete	PCC	Point of Compound Curve
CUP	Concrete Utility Pole	PCP	Permanent Control Point
Δ	Delta (Central Angle)	PRC	Point of Reverse Curve
(D)	Deed Call	PRM	Permanent Reference Monument
DR&W	Drainage Right of Way	PSI	Point of Street Intersection
EL	Elevation	PSM	Professional Surveyor & Mapper
FND	Found	PVC	Poly-Vinyl-Chloride Pipe
FFH	Fire Hydrant	R	Radius of Curve or Radial Line
FFE	Finish Floor Elevation	R.P.	Radius Point
(FM)	Field Measurement	RLS	Registered Land Surveyor
INV.	Invert	T	Tangent
IR	Iron Rod	TBM	Temporary Benchmark
IRC	Iron Rod & Cap	WPF	Wood Privacy Fence
L	Length of Arc	WUP	Wood Utility Pole

BLACKWELL & ASSOCIATES
LAND SURVEYORS, INC

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

NOTES:

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

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

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

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

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

BY: REGISTERED LAND SURVEYOR
ROBERT R. EVERS - P.S.M.
FLORIDA CERTIFICATE No. 5675

PLOT PLAN FOR:

ROCCO SILVESTRI

DATE : 12/18/21
W.O. No. 08-224-19
DRAWN BY : JT
FIELD BOOK : 713-59/60
CADD FILE : 08-224-19

Tree Advisory Committee Minutes

July 18, 2022

Call to Order: Steve Edgar called the meeting to order at 5:22 PM

Roll Call: Members present were Howard Jeffries, Steve Edgar, Barbara Stockhausen, Dana Venrick, Tadd Kasbeer, and Suze Peace. Charles Gay was absent.
City staff members present were Melissa Miller, Chris Jackson, and Mariellen Calabro
Non-Members who attended were Rebecca Storm, Robert Fitzsimmons, Cathy Lowenstein, Chris Meares and Brian Blazewick

Approval of the Minutes of the Previous Meeting: Dana Venrick made a motion to approve the minutes from the previous meeting. Tadd Kasbeer seconded the motion. The motion carried.

Old Business:

City Nursery: The last Tree Give Away cleaned out the nursery. The new trees planted in February are doing well. All are welcome to volunteer to weed and prune trees. Contact Chris if you'd like to help.

Code of Ordinance Update: No Report

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Species	Live Oak	Loquat	Persimmon	Sand Pine	Wild Olive	Winged Elm	Yaupon Holly	TOTAL
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New Business:

Welcome New Members!

On July 5th, City Commission appointed/reappointed members 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
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Historic Tree Removal: Garfield Ave ROW trees – 32" DBH Live Oak (*26" DBH Live Oak already approved for removal.*) The Public Works Streets Division has requested permission to remove a 32" DBH Live Oak located next to a 26" DBH Live Oak that was previously approved to be removed due to the need to repair an adjacent retaining wall. Initially, the City Forester felt that the work could be completed without removing the second tree; however, it appears that the 32" DBH tree will need to be removed as well. The City hired a private arborist to come up with a plan to save the tree; however, the plan would result in American with Disability Act (ADA) issues that could not be overcome. As a result, the City is requesting the removal of this tree because the project cannot be completed without removing the tree. Tadd Kasbeer made a motion to approve the removal of the 32" DBH historic Live Oak because the safety issue addressed by fixing the retaining wall cannot be addressed adequately without removing the tree. Dana Venrick seconded the motion, and the motion passed unanimously.

Historic Tree Removal (2): Valvoline at 310 E International Speedway – 27" DBH Live Oak

As part of Site Plan SP22-062, Heidner Hoffmann LLC has requested permission to remove one historic tree located at their proposed project, Valvoline at 310 E International Speedway. The Land Development Regulations require that, before the removal of any historic trees should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

Chris Jackson reported that the tree proposed for removal is a 27" DBH historic Live Oak in Good condition in a parking lot island, northwest of the existing building.

Chris Mears along with Steve Jenkins and Brian Blazewick discussed the project and explained why the trees could not be preserved. The proposed structure has a larger footprint than the 7-11 that was formerly there, and it also has a basement, which would result in substantial root impact. Initially, they had proposed removing the 28" DBH Live Oak south of the building, but they revised their plans and will retain it. They have proposed planting two trees which meet Code size requirement for historic tree replacement. The remaining inches would be contributed into the Tree Replacement Reserve Account. Tadd Kasbeer made a motion to allow the trees to be removed with 100% DBH replacement required. As part of the motion, Tadd recommended that the palms proposed on the project contain at least five to seven live fronds at the time of planting. Howard Jeffries seconded the motion, and the motion passed unanimously.

Historic Tree Removal: 120 N Colorado -- 25" DBH Live Oak

As part of Tree Permit, TREE22-011, Miamex Properties LLC has requested permission to remove one historic tree at 120 N Colorado Ave. for the construction of a duplex. The Land Development Regulations require that, before the removal of any historic tree should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

Chris Jackson reported that the tree proposed for removal is a 25" DBH historic Live Oak in Good condition on a vacant lot. Rebecca Storm discussed why they would like to remove the tree to construct a duplex. Steve Edgar suggested that the plan be shifted to avoid the tree as it appears that the proposed single-story structure could fit under it. Tadd looked up the Zoning and determined that it was C1 zoning which would only require 7.5-foot setbacks, so the entire project could be pushed to the south at least 12 feet to limit impact to the tree.

Suze Peace recommended denial of the removal of the 25" DBH Live Oak tree because the project could be constructed by moving the entire structure outside of the drip line. Tadd seconded the motion, and the motion carried unanimously.

Historic Tree Removal: 807 W Pennsylvania Ave – 54" DBH Live Oak and 28" DBH Live Oak

As part of Tree Permit, TREE22-016, Silvestri Rocco has requested permission to remove two historic trees at 807 W Pennsylvania Ave. for the construction of a single-family residence. The Land Development Regulations require that, before the removal of any historic tree should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

Chris Jackson reported that the trees proposed for removal are a 54" DBH historic Live Oak in Good condition and a 28" DBH historic Live Oak in Good condition on vacant residential lot.

Several other historic trees are located on this lot. The Applicant contracted an arborist to determine whether the property could be developed without removing any historic trees. It was determined that moving the home closer to the road would impact the critical root zone of the two historic trees closest to Pennsylvania Ave.

Robert Fitzsimmons discussed why they would like to remove the trees and the measures that they have taken to reduce impacts to as many trees as possible. While there may still be a small encroachment into the critical root zone of the trees closer to the road, the impact should be minimal due to the proposal to use pavers, and there will be minimal grade changes involved in the project. Tadd Kasbeer abstained from the vote due to his relationship with the applicant. Barbara Stockhausen made a motion to recommend approval of the removal of the 54" DBH and 28" DBH Live Oak trees because she agreed that it was not economically or practically feasible to develop the parcel without removing the trees. As part of this resolution she also recommended that 100 percent DBH replacement be required for the removal of the two trees with the minimum size of replacement trees of six-inch caliper and ten feet height. Dana Venrick seconded the motion, and the motion passed.

Historic Tree Removal: Voorhis Ave Parcel # 701716000290 – 55" DBH Live Oak

As part of Tree Permit, TREE22-015, Yvonne Bright has requested permission to remove one historic tree at Parcel #701716000290. The Land Development Regulations require that, before the removal of any historic tree should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

Chris Jackson reported that the tree proposed for removal is a 55" DBH historic Live Oak in Fair condition on vacant residential lot. As indicated in the private arborist letter, the tree has issues; however, the City Forester feels that pruning can reduce any potential risk to adjacent properties without requiring removal.

Tadd Kasbeer recommended denial of the removal of the 55" DBH Live Oak tree because he agreed that the tree's issues could be mitigated by pruning, so it would not meet the requirement for removal as a hazard tree and no development of the parcel has been proposed at this time. Suze Peace seconded the motion, and the motion carried unanimously.

Comments from Members:

Steve Edgar discussed the importance of attending the meetings. Because Charles Gay has not attended the meeting for over a year, Tadd Kasbeer made a motion that he be removed from the Committee. Barbara seconded the motion, and the motion passed unanimously. Because our bylaws require two votes, this issue will be brought up again at our next meeting.

Howard Jeffries reported that a local tree company has been publishing a tree of the week as part of the Beacon. He said that the reports were well done and reference the University of Florida.

Dana Venrick suggested that the City improve the landscaping in the medians at the southern entrance to the City. Dana made a motion that we investigate ways to improve planting in the medians. Tadd Kasbeer seconded the motion, and the motion carried.

Howard Jeffries discussed vines on the rights-of-ways and why they get out of control. Mariellen reported that different rights-of-ways have different jurisdictions, and they typically only respond when they receive citizen complaints.

Adjourn: The meeting adjourned at 6:41 pm.

Next Meeting: August 9, 2022

CITY OF DELAND
Request for Commission Action
August 1, 2022

SUBJECT: Resolution Approving Removal of One Historic Tree Located at the Proposed Valvoline Project at 310 East International Speedway.

DEPARTMENT: Public Works

PREPARED BY: Ray Underwood, Public Works Director

ATTACHMENTS: Resolution , Arborist Inspector Photo Log and Location Map, Site Plan, Tree Advisory Committee Meeting Minutes

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

SUMMARY/HIGHLIGHT:

As part of Site Plan SP22-062, Heidner Hoffmann LLC has requested permission to remove one historic tree located at their proposed project, Valvoline at 310 E International Speedway. The Land Development Regulations require that, before the removal of any historic tree should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

The City Forester has determined that the tree proposed for removal is a 27" DBH historic Live Oak in Good condition in a parking lot island, northwest of the existing building.

At their July 18, 2022 meeting, the Tree Advisory Committee recommended APPROVAL of the removal of the 27" DBH Live Oak because they agreed that it was not economically or practically feasible to develop the parcel without removing the tree. The Tree Advisory Committee recommended that 100 percent DBH replacement be required for the removal of the tree with the minimum size of replacement trees of six-inch caliper and ten feet height. They further recommended that any replacement palms planted retain five to seven living fronds.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None

RECOMMENDATION:

At their July 18, 2022 meeting, the Tree Advisory Committee recommended APPROVAL of the removal of the 27” DBH Live Oak tree because they agreed that it was not economically or practically feasible to develop the parcel without removing the tree. The Tree Advisory Committee recommended that 100 percent DBH replacement be required for the removal of the tree with the minimum size of replacement trees of six-inch caliper and ten feet height.

Staff recommends that the City Commission APPROVE the removal of the 27” DBH historic tree with 100 percent DBH replacement requirement and a minimum size for replacement trees of six-inch caliper and ten feet height and any replacement palms planted retain five to seven living fronds .

BACKGROUND/DISCUSSION:

Attached is a copy of the City Arborist Inspector’s Location Map and Photo Log. The Minutes from the July 18, 2022 Tree Advisory Committee meeting are also attached.

RESOLUTION NO. 2022 –

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
APPROVING THE REMOVAL OF ONE HISTORIC TREE LOCATED AT THE
PROPOSED VALVOLINE PROJECT SITE AT 310 EAST INTERNATIONAL
SPEEDWAY BOULEVARD; PROVIDING FOR A CONDITION AND AN
EFFECTIVE DATE.**

WHEREAS, the applicant, Heidner Hoffman, LLC is requesting permission to remove one historic tree located at the proposed Valvoline project site at 310 E. International Speedway Boulevard; and

WHEREAS, the City's Forester has determined that the trees are historic and in good condition; and

WHEREAS, on July 18, 2022, the Tree Advisory Committee recommended approval of the removal of the two historic trees based on the finding that the project cannot be completed without the removal of the two trees; and

WHEREAS, on July 18, 2022, the Tree Advisory Committee recommended that one hundred percent DBH replacement be required for the historic trees with a minimum size for replacement trees of six-inch caliper and ten feet height; and

WHEREAS, on July 18, 2022, the Tree Advisory Committee recommended that all replacement palm trees planted on the site contain five to seven live fronds.

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

Section 1. The City Commission hereby approves the request for removal of one historic tree located at the proposed Valvoline project site at 310 E. International Speedway Boulevard, on the condition of a 100 percent DBH replacement requirement and a minimum size for replacement trees of six-inch caliper and ten feet height.

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

PASSED AND DULY ADOPTED on this 1st day of August, 2022.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

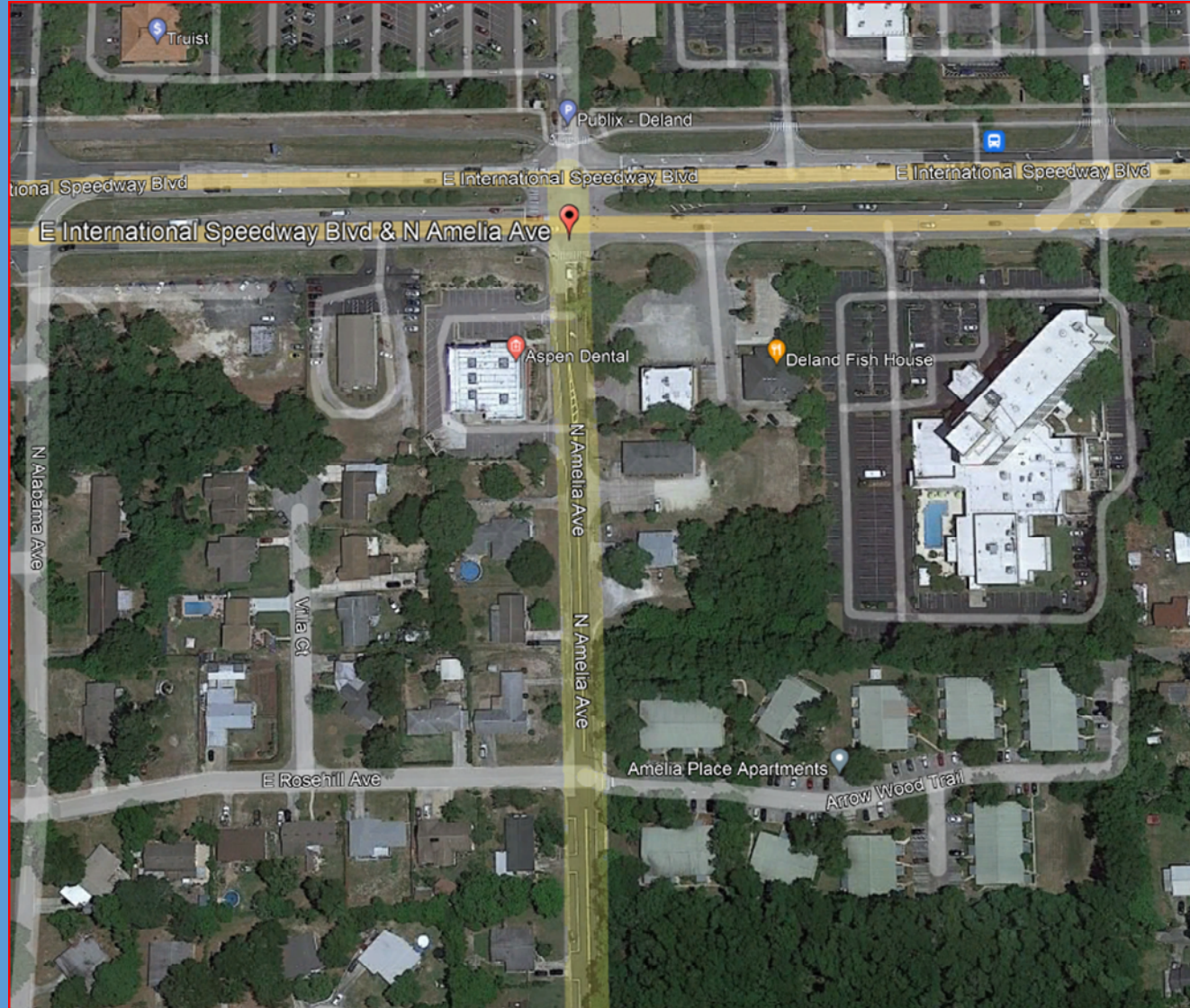
Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

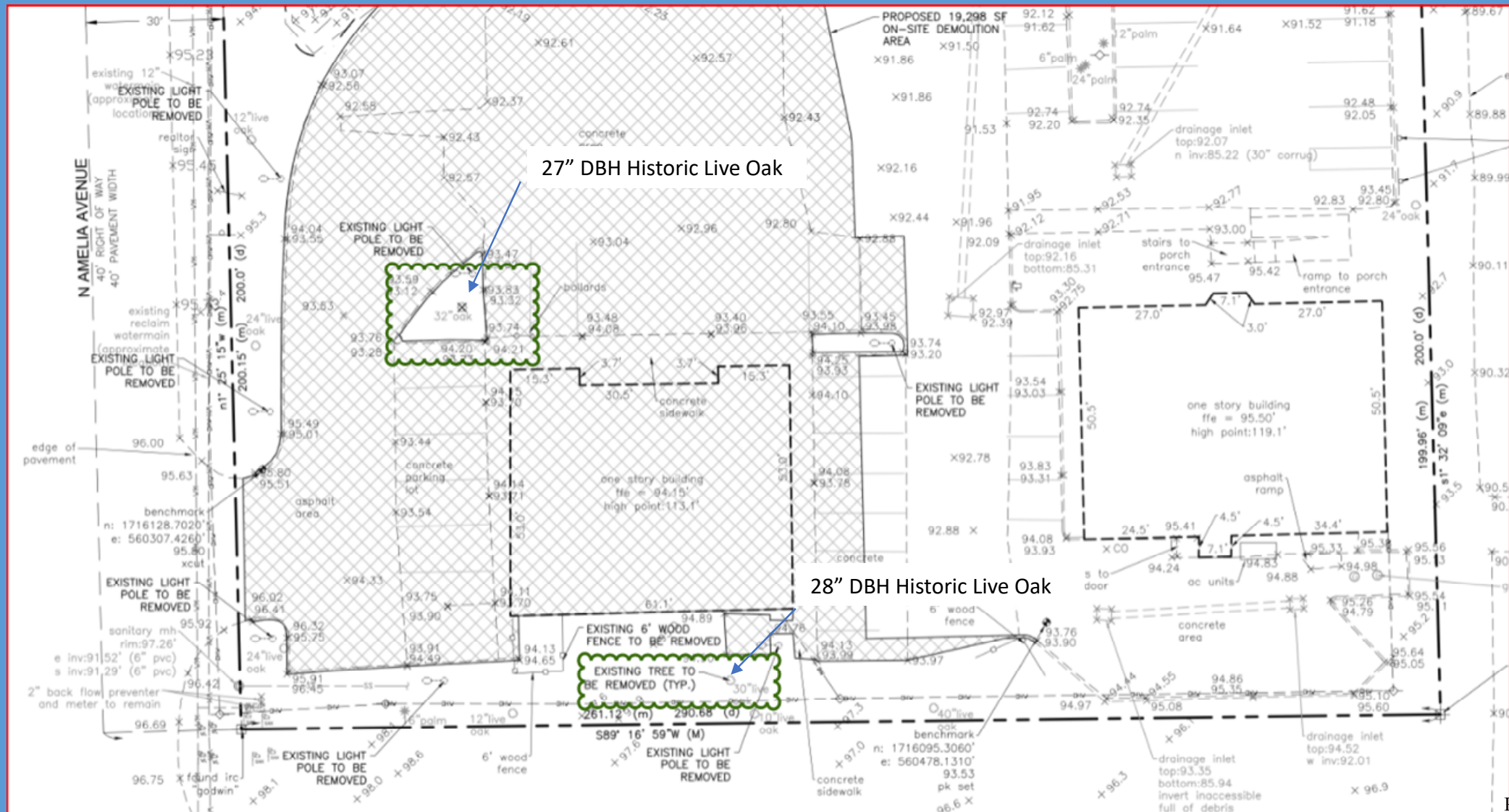
Darren J. Elkind
City Attorney

Valvoline at 300 E International Speedway

Project Location Map



Site Plan



27" DBH Live Oak















28" DBH Live Oak









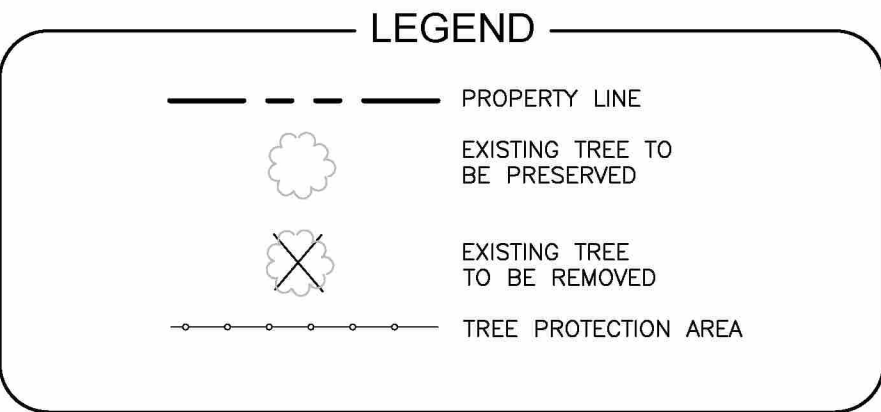
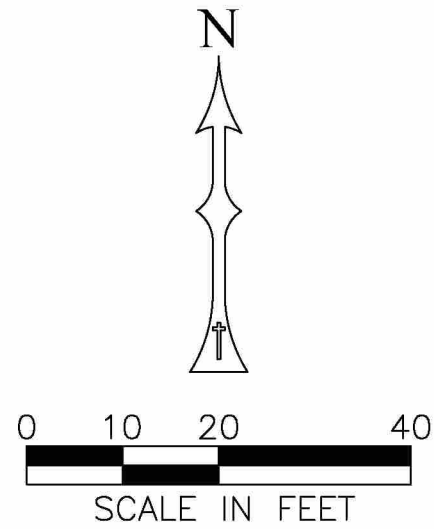
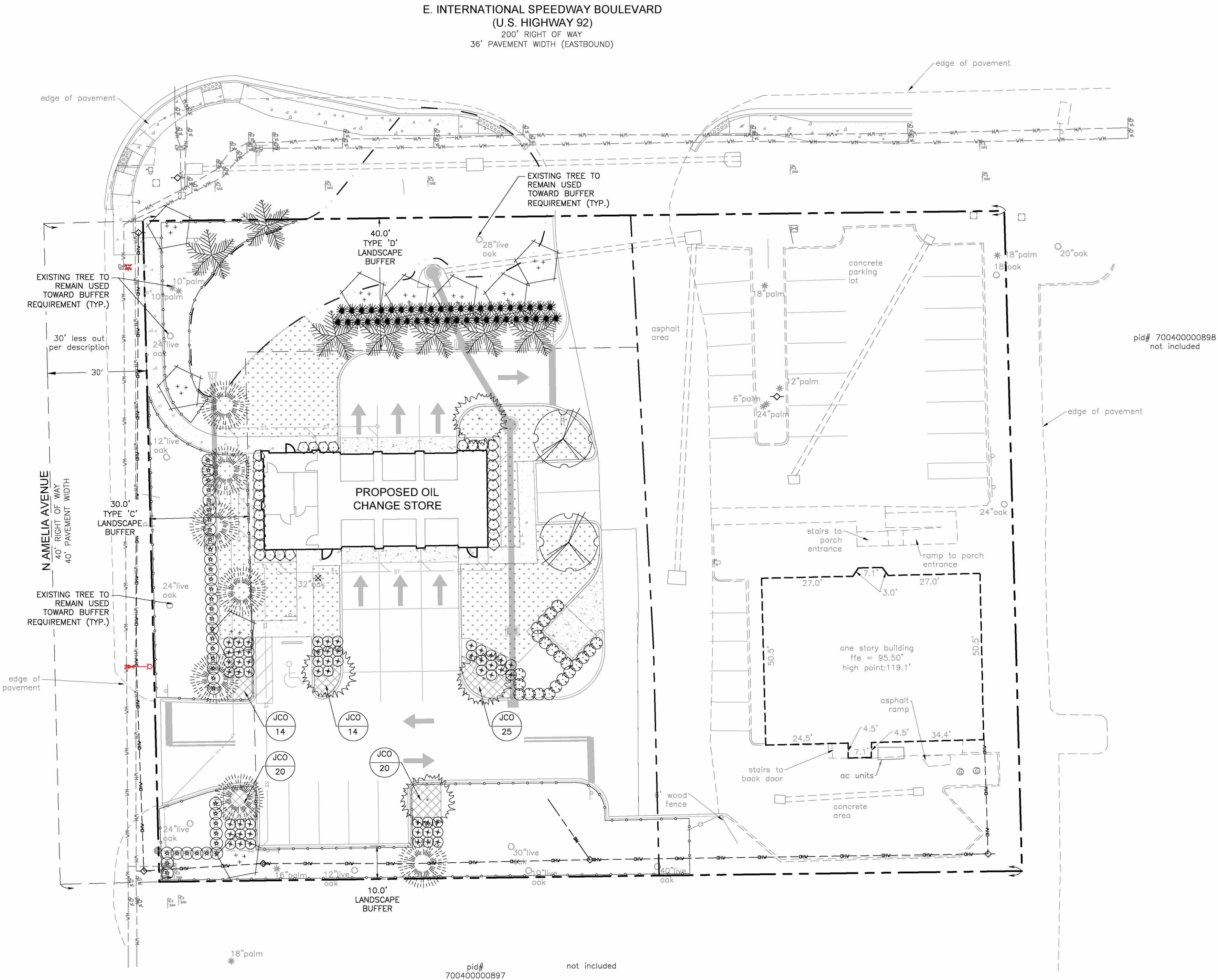








G:\MY DRIVE\COMPANY CLIENTS\METROLUBE ENTERPRISES\1.21.04.1.00-VALVOLINE AT 300 INTERNATIONAL SPEEDWAY BLVD\DRAWINGS\L4.0 TREE REMOVAL PLANDWG - 5/24/2022 1:04 PM



LANDSCAPE AREA CALCULATIONS

SITE AREA:	30,029 SF (0.69 AC)
VEHICLE USE AREA:	8,942 SF
LANDSCAPE AREA REQUIRED:	894 SF (8,942 x 0.10)
TREES REQUIRED:	13 (937 / 75)
TREE PROTECTION AREA REQUIRED:	4,504 SF (30,029 x 0.15)
LANDSCAPE AREA PROVIDED:	1,082 SF
TREES PROVIDED:	29
TREE PROTECTION AREA PROVIDED:	6,240 SF
REMOVED HISTORIC TREES:	32"
REPLACEMENT INCHES REQUIRED:	32"
REPLACEMENT INCHES PROVIDED:	12"

BUFFER REQUIREMENT

NORTH:	INTERNATIONAL SPEEDWAY BLVD (TYPE 'D' 40' BUFFER)
	7.2 CANOPY TREES PER 100'
	7.2(148'/100') = 11 TREES
	4.0 UNDERSTORY TREES PER 100'
	4.0(148'/100') = 6 TREES
	30 SHRUBS PER 100'
	30(148'/100') = 45 SHRUBS
WEST:	AMELIA AVE (TYPE 'C' 30' BUFFER)
	5.6 CANOPY TREES PER 100'
	5.6(160'/100') = 9 TREES
	2.0 UNDERSTORY TREES PER 100'
	2.0(160'/100') = 3 TREES
	20 SHRUBS PER 100'
	20(160'/100') = 32 SHRUBS

PLANT REQUIREMENT

OVERALL SITE: 90% OF TREES AND SHRUBS ARE TO BE SELECTED FROM "LIST OF PERMITTED SHRUBS AND TREES FOR LANDSCAPING AND TREE PROTECTION"
311 OF 311 PLANTS = 100%

MATERIALS SCHEDULE

SYMBOL	QTY.	COMMON NAME	BOTANICAL NAME	SPECS	CAL.	NATIVE	DROUGHT TOL.
TREES							
QVI	2	Live Oak	Quercus virginiana	18" HT; 12" SPR 300 GAL	6"	Yes	Yes
PPA	7	Longleaf Pine	Pinus palustris	10" HT; 5" SPR 65 GAL	3"	Yes	Yes
IVO	4	Yaupon Holly	Ilex vomitoria	8' HT; 6' SPR 60 GAL	3"	Yes	Yes
LIN	9	Crape Myrtle	Lagerstroemia indica X fauriei	8' HT; 6' SPR 45 GAL; 3 TRUNK	3"	No	Yes
PALMS							
SPA	7	Cabbage Palm	Sabal palmetto	14"-18" CLEAR TRUNK B&B		Yes	Yes
SHRUBS							
VOB	22	Walter's Viburnum	Viburnum obovatum	72" TALL; 7 GAL 36" O.C.		Yes	Yes
VOD	37	Sweet Viburnum	Viburnum odoratissimum	24" TALL; 7 GAL 30" O.C.		No	Yes
IGL	32	Gallberry	Ilex glabra	30" TALL; 7 GAL 30" O.C.		Yes	Yes
MFR	53	Simpson's Stopper	Myrcianthus fragrans	30" TALL; 7 GAL 30" O.C.		Yes	Yes
GRASSES							
SBA	45	Sand Cordgrass	Spartina bakeri	30" TALL; 7 GAL 30" O.C.		Yes	Yes
GROUND COVER							
JCO	93	Shore Juniper	Juniperus conferta	1 GAL MIN 12" O.C.		No	Yes
SODDED AREA, SEE NOTE BELOW							

- NOTES**
- CONTRACTOR TO CONFIRM ALL PLANT COUNTS FROM DRAWING PRIOR TO INSTALLATION.
 - ALL SPECIFICATIONS ARE MINIMUMS FOR EACH PART OF THE SPECIFICATION.
 - TURF FOR STORMWATER PONDS SHALL BE BAHIA GRASS 'ARGENTINE' AS PER CIVIL PLANS.
 - ANY AREAS SUBJECT TO EROSION MUST BE ADEQUATELY STABILIZED WITH VEGETATIVE MATERIAL THAT WILL, WITHIN A REASONABLE TIME FRAME, DETRIMENTAL SOIL DISTURBANCE. SODDING, PLUGGING, SPRIGGING OR SEEDING IS ACCEPTABLE FOR STABILIZATION; HOWEVER, SODDING MAY BE REQUIRED IN AREAS OF EROSION-PRONE SOILS OR WHERE SLOPES ARE GREATER THAN 5:1. VEGETATION OTHER THAN GRASS IS ACCEPTABLE UNLESS OTHERWISE SPECIFIED.
 - ALL LANDSCAPE AREAS NOT PLANTED WITH TREES, SHRUBS OR GROUND COVER SHALL BE SODDED. SOD TO BE ST. AUGUSTINE (STENOTAPHRUM SECUNDATUM), OR OTHER APPROVED SHALLOW-ROOTED TURF GRASS IN AREAS THAT ARE PROVIDED WITH CENTRAL AUTOMATIC IRRIGATION SYSTEMS (SEE L3.0). SOD TO BE BAHIA GRASS (PASPALUM NOTATUM), OR OTHER APPROVED DEEP-ROOTED GRASS IN ALL OTHER AREAS UNLESS OTHERWISE SPECIFIED.
 - SHRUBBERY USED FOR SCREENING SHALL BE A MINIMUM HEIGHT OF 36 INCHES, SPACED A MAXIMUM 3 FEET ON CENTER AND BE INSTALLED AT AN ELEVATION EQUIVALENT TO THE PROPOSED ADJACENT FINISHED ELEVATION.
 - ALL TRIMMING UNDERTAKEN ON A TREE PROTECTED BY THE LANDSCAPE DEVELOPMENT CODE SHALL BE IN ACCORDANCE WITH THE NATIONAL STANDARDS INSTITUTE (ANSI) A-300 PRUNING STANDARDS.
 - DURING LAND ALTERATION AND CONSTRUCTION ACTIVITIES, IT SHALL BE UNLAWFUL TO REMOVE VEGETATION BY GRUBBING OR TO PLACE SOIL DEPOSITS, DEBRIS, SOLVENTS, CONSTRUCTION MATERIAL, MACHINERY OR OTHER EQUIPMENT OF ANY KIND WITHIN THE DRIPLINE OF A TREE TO REMAIN ON THE SITE UNLESS OTHERWISE APPROVED BY THE CITY.

CONTRACTOR SHALL CALL
SUNSHINE STATE ONE CALL OF FLORIDA, INC.
AT LEAST 48 HOURS PRIOR TO EXCAVATION
1-800-432-4770

REVISIONS

NATIVE
engineering,plc
P.O. BOX 2995
LAND O' LAKES, FL 34639
(813) 536-2539

VALVOLINE @ 300 INTERNATIONAL SPEEDWAY BLVD
FOR
SURFSIDE LUBES, LLC
929 BOSTON POST ROAD E. MARLBOROUGH, MASSACHUSETTS 01752

LANDSCAPE PLAN

Brian Blazewick

DN: c=US, o=Unaffiliated, ou=AD1410D0000001700879, E122000108BC, cn=Brian Blazewick
Date: 2022.05.24 13:14:31 -0400
BRIAN BLAZE WICK
State of Florida,
Registered Landscape Architect
License No. LA6667484
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY BRIAN BLAZE WICK, RLA ON THE DATE INDICATED HERE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

SHEET NUMBER
L1.0
S-T-R
04-17-30

Tree Advisory Committee Minutes

July 18, 2022

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Chris Mears along with Steve Jenkins and Brian Blazewick discussed the project and explained why the trees could not be preserved. The proposed structure has a larger footprint than the 7-11 that was formerly there, and it also has a basement, which would result in substantial root impact. Initially, they had proposed removing the 28" DBH Live Oak south of the building, but they revised their plans and will retain it. They have proposed planting two trees which meet Code size requirement for historic tree replacement. The remaining inches would be contributed into the Tree Replacement Reserve Account. Tadd Kasbeer made a motion to allow the trees to be removed with 100% DBH replacement required. As part of the motion, Tadd recommended that the palms proposed on the project contain at least five to seven live fronds at the time of planting. Howard Jeffries seconded the motion, and the motion passed unanimously.

Historic Tree Removal: 120 N Colorado -- 25" DBH Live Oak

As part of Tree Permit, TREE22-011, Miamex Properties LLC has requested permission to remove one historic tree at 120 N Colorado Ave. for the construction of a duplex. The Land Development Regulations require that, before the removal of any historic tree should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

Chris Jackson reported that the tree proposed for removal is a 25" DBH historic Live Oak in Good condition on a vacant lot. Rebecca Storm discussed why they would like to remove the tree to construct a duplex. Steve Edgar suggested that the plan be shifted to avoid the tree as it appears that the proposed single-story structure could fit under it. Tadd looked up the Zoning and determined that it was C1 zoning which would only require 7.5-foot setbacks, so the entire project could be pushed to the south at least 12 feet to limit impact to the tree.

Suze Peace recommended denial of the removal of the 25" DBH Live Oak tree because the project could be constructed by moving the entire structure outside of the drip line. Tadd seconded the motion, and the motion carried unanimously.

Historic Tree Removal: 807 W Pennsylvania Ave – 54" DBH Live Oak and 28" DBH Live Oak

As part of Tree Permit, TREE22-016, Silvestri Rocco has requested permission to remove two historic trees at 807 W Pennsylvania Ave. for the construction of a single-family residence. The Land Development Regulations require that, before the removal of any historic tree should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

Chris Jackson reported that the trees proposed for removal are a 54" DBH historic Live Oak in Good condition and a 28" DBH historic Live Oak in Good condition on vacant residential lot.

Several other historic trees are located on this lot. The Applicant contracted an arborist to determine whether the property could be developed without removing any historic trees. It was determined that moving the home closer to the road would impact the critical root zone of the two historic trees closest to Pennsylvania Ave.

Robert Fitzsimmons discussed why they would like to remove the trees and the measures that they have taken to reduce impacts to as many trees as possible. While there may still be a small encroachment into the critical root zone of the trees closer to the road, the impact should be minimal due to the proposal to use pavers, and there will be minimal grade changes involved in the project. Tadd Kasbeer abstained from the vote due to his relationship with the applicant. Barbara Stockhausen made a motion to recommend approval of the removal of the 54" DBH and 28" DBH Live Oak trees because she agreed that it was not economically or practically feasible to develop the parcel without removing the trees. As part of this resolution she also recommended that 100 percent DBH replacement be required for the removal of the two trees with the minimum size of replacement trees of six-inch caliper and ten feet height. Dana Venrick seconded the motion, and the motion passed.

Historic Tree Removal: Voorhis Ave Parcel # 701716000290 – 55" DBH Live Oak

As part of Tree Permit, TREE22-015, Yvonne Bright has requested permission to remove one historic tree at Parcel #701716000290. The Land Development Regulations require that, before the removal of any historic tree should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

Chris Jackson reported that the tree proposed for removal is a 55" DBH historic Live Oak in Fair condition on vacant residential lot. As indicated in the private arborist letter, the tree has issues; however, the City Forester feels that pruning can reduce any potential risk to adjacent properties without requiring removal.

Tadd Kasbeer recommended denial of the removal of the 55" DBH Live Oak tree because he agreed that the tree's issues could be mitigated by pruning, so it would not meet the requirement for removal as a hazard tree and no development of the parcel has been proposed at this time. Suze Peace seconded the motion, and the motion carried unanimously.

Comments from Members:

Steve Edgar discussed the importance of attending the meetings. Because Charles Gay has not attended the meeting for over a year, Tadd Kasbeer made a motion that he be removed from the Committee. Barbara seconded the motion, and the motion passed unanimously. Because our bylaws require two votes, this issue will be brought up again at our next meeting.

Howard Jeffries reported that a local tree company has been publishing a tree of the week as part of the Beacon. He said that the reports were well done and reference the University of Florida.

Dana Venrick suggested that the City improve the landscaping in the medians at the southern entrance to the City. Dana made a motion that we investigate ways to improve planting in the medians. Tadd Kasbeer seconded the motion, and the motion carried.

Howard Jeffries discussed vines on the rights-of-ways and why they get out of control. Mariellen reported that different rights-of-ways have different jurisdictions, and they typically only respond when they receive citizen complaints.

Adjourn: The meeting adjourned at 6:41 pm.

Next Meeting: August 9, 2022

CITY OF DELAND
Request for Commission Action
August 1, 2022

SUBJECT: Presentation re Annexation Pause Update.

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: Preferred Option for New Land Use Designation

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

SUMMARY/HIGHLIGHT:

The City Commission requested that staff develop an amendment to the Comprehensive Plan that would address how the City develops in transition areas between developed suburban areas within the city and currently low-density residential unincorporated areas. Four options were analyzed by staff; 1) create a new Future Land Use category, 2) revise an existing category, 3) create new policies to guide development, or 4) create a new Future Land Use overlay.

After internal discussions, the first option is being presented as the preferred option combined with some of the points from the other alternatives. There is a brief discussion of the four options that were analyzed in the attached report to provide some insight as to how this preferred option was developed, along with suggested criteria to guide new development. The report also provides some policy excerpts from the existing Comprehensive Plan that can be expanded upon through this process.

One of the key issues that staff is asking the Commission to provide direction on is where this new category is to be applied, such as select areas of unincorporated land adjacent to the city or for all annexations, regardless of location. The location discussion will help guide the proposed amendment to reflect the desires of the Commission.

As the amendment is further refined, the draft amendment will be presented to the Planning Board for their recommendations prior to being formally presented to the City Commission for adoption. Once the Comprehensive Plan is amended, the Land Development Regulations may be amended, if needed, to implement the updated Comprehensive Plan.

Potential adoption timeline:

- September 19 - Planning Board review and consideration
- October 17 - City Commission first reading
- December 5 - City Commission second reading

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Strategic Focus Area: Institute Smart Growth Principles:

Strategic Context: To manage growth, the City will need to institute a number of smart growth principles. For reasons of both community identity and governmental efficiency, an annexation strategy is required which will “square off” the city’s boundaries.

Strategies:

Community consistent growth

Action Steps:

Review land development regulations and policies and incorporate principles that encourage smart growth and redevelopment.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Provide direction for planning staff in the preparation of the Comprehensive Plan amendments.

BACKGROUND/DISCUSSION:

This proposed option is divided into two parts; a new category and a new set of policies.

Part 1 – Create new land use category (possible titles: Transitional – Residential or Suburban – Residential designation)

This amendment will create a new future land use category. The City's Comprehensive Plan currently provides a Description of the category, a list of the General type of development, and Policy guidelines for each land use category. With this amendment, the new category would allow the City Commission to guide where new transitional development should be allowed, the type of development that would be constructed and specific guidelines to be followed by the new development.

This new category can provide location criteria as to when and where it is applicable. The new category should also describe if other than Single Family residential uses are allowed, such as cluster, townhomes, multi-family or a mixture. Also, a maximum density will be set by this new category.

Part 2 – Policies and criteria

This part of the amendment will create additional development and sustainable policies in the Future Land Use element that does two things, 1) provide limits and directions to new residential development and 2) helps the development comply with the city's effort to be sustainable. The City's Comprehensive Plan currently has two policy sections that could be expanded with new policies to guide new development in the suburban sections of the city. Also, entirely new Objective and Policies could be created to address this issue as well.

Preferred option for guiding new development in select areas

Comprehensive Plan Amendment

Recently, the City Commission requested that staff develop an amendment to the Comprehensive Plan that would address how the City develops in transition areas between suburban areas in the city and low density residential unincorporated areas. Four options were analyzed by staff:

1. Create a new land use category with standards and criteria
2. Revise an existing category to include standards and criteria
3. Develop new policies to guide development in these transitional areas
4. Create an overlay district with standards and criteria

After internal discussions, staff is presenting the first option, create a new land use category, as the preferred option. This updated option is divided into two parts; a new category (Part A) and a new set of policies (Part B). This new land use category would be available for new annexations and as an option for rezoning applications, provided the criteria and standards could be met. The end of the report includes the analysis of the four options to provide some insight into the process and rationale for the proposed option.

Discussions with the Planning Board and City Commission may lead to other alternatives and revisions. One of the key discussion points should focus on where this new category could be applied. For example, would this new category apply to specific areas around the city, or would it be an option for all annexations or rezonings, regardless of location. The location discussion will help guide the proposed amendment to reflect the desires of the Commission. As the new category is further refined, the draft amendment will be presented to the Planning Board for their recommendations prior to being formally presented to the City Commission for adoption. Once the Comprehensive Plan is amended, the Land Development Regulations may be amended, if needed, to implement the updated Comprehensive Plan.

Part A – Create new land use category (possible titles: Transitional – Residential or Suburban – Residential designation)

This amendment will create a new future land use category. The City's Comprehensive Plan currently provides a Description of the land use categories, a list of the General type of development, and Policy guidelines for each land use category. With this amendment, a new category would allow the City Commission to guide where new transitional development would be allowed, specify the type of development that would be constructed and provide specific guidelines to be followed by the new development. The

new zoning would be evaluated on a case-by-case basis when a developer applies for this specific land use category at a particular location. The Commission will ultimately make the decision by either approving an application with this new land use category and associated standards, or an existing category if deemed more appropriate.

The new category could also include other housing options such as -cluster, townhomes, multi-family or a mixture. This new category would also specify a maximum density, and could include provisions for additional density under certain conditions.

Part B – Policies, Standards and criteria

Along with the new category, new standards and criteria would be included to provide limits and directions for new development and to maintain the city's effort for sustainable development. The City's Comprehensive Plan currently has two policy sections (outlined in further detail below) that could be expanded with new policies to guide new development in the suburban sections of the city. Also, entirely new Objective and Policies could be created to address the new category and guide new zoning applications for other land use categories.

The actual density of the proposed project would not have to be determined until a zoning application was submitted and the guidelines and policies are applied to the application during the hearing process. Once the new category and policies are in place, they would apply to both standard zoning applications or Planned Developments.

Staff has provided some categories and standards that may help guide the discussion regarding the proposed option for a new land use category and associated standards and criteria.

Intent:

The intent of this new land use category is to provide an additional option for residential development located adjacent to lower density projects throughout the city. This section would include goals and policies supported by the 2050 vision plan. The 2050 vision plan could also be updated.

Standards

Criteria for a minimum lot size.

Provisions to variation in residential housing types and architectural design features.

Restriction for a maximum of 2 du/ac if a project fails to meet at least 4 (or more) of the below-referenced criteria and standards.

Environmental

Standards to provide more Tree Preservation Area or open space or recreation areas.

Provisions for larger buffer requirements when adjacent to lots greater than 1 acre in size.

Requirements for xeriscape or Florida-Friendly plants for both common areas and individual lots, including diversity in plant material.

Criteria for energy efficient structures and provisions for EOV charging stations, solar, white (reflective) roof materials, and other energy efficient building practices.

Restrictions regarding clearing only a maximum of 50% of site within first year for projects greater than 20 acres.

Requirements to protect environmental lands or existing active agriculture land.

Infrastructure

Options for Low Impact Development stormwater facilities, including landscaping in ponds and less impervious surface.

Requirements for construction of inter-connected trail networks.

Standards for connectivity to adjacent developments and properties, roadways, natural areas, trails, and bike lanes.

Requirements for proximity to major roadway or near interstate or SunRail (this could also be an incentive – could allow for smaller lot sizes if clustered development adjacent to SunRail).

Compatibility

Location criteria to help determine where appropriate

Appropriate density range (Staff is suggesting that the maximum density be established at 2.9 du/ac which is half of the Low Density Residential land use category).

Incentives

Options for additional density for affordable housing (increase density up to X per acre in this category if meets affordable housing program conditions) *Note – bonus could be an increase of up to 50% depending on the project*

Allowances for clustering for smaller lots in combination with more open space.

Allowance for additional density if the proposed project corrects or provides solutions to an existing issue or problem, flooding, and safety.

Excerpts from DeLand Comprehensive Plan

Example of land use category

URBAN LOW INTENSITY (ULI) DESIGNATION

Description: Areas for suburban density residential dwelling units with a range of 0.2 to 4 dwelling units per acre. In reviewing rezoning requests, the specific density will depend on locational factors, in particular, compatibility with adjacent uses and availability of public facilities. However, lot sizes larger than one acre may be allowed if there are similar lot sizes existing in the vicinity. This category will allow existing agricultural zoning and uses to continue.

General Type of Development:

- o Single Family Residential, attached or detached
- o Cluster
- o Zero lot line
- o Office
- o Neighborhood Convenience

Policy Guidelines: This category may also allow neighborhood convenience uses and individual office buildings as transitional uses that meet the Comprehensive Plan's location criteria. Commercial intensity shall be limited in a manner that is compatible with the allowable residential density; with a greater intensity permitted at intersections of heavily-used roadways.

In order to be considered compatible, the commercial development should reflect comparable traffic generation; similar traffic patterns; building scale; landscaping and

open space; and buffers. Due to the nature of some of the commercial uses, additional landscaping and visual screening shall be provided through the PD process, when adjacent to low density residential, in order to preserve the character of the neighborhood.

Mixed-use developments consisting of residential and low-intensity commercial may be permitted through the PD process. Overall residential density for the development is not to exceed the specified range for this land use designation. Non-residential building square footages for the development may not exceed the amounts allowed for NCC's. However, total Gross Leasable Area may be increased to 7,840 square feet per acre. Total development size is not to exceed 5 acres in area.

Goals, Objectives and Policies

GOAL f-8: The City of DeLand recognizes the need for a community to be a sustainable one. Initiatives must be taken in order to ensure an adequate quality-of-life for future generations and to protect existing environmentally-sensitive and significant lands from harmful development. Therefore, the City shall encourage the use of recognized "green" development practices and established smart-growth techniques, such as: walkable-communities, transit-supportive development, mixed-use developments, and creative site and building design.

OBJECTIVE:

f8.2 The City recognizes that Greenhouse Gas (GHG) emissions have been shown to cause damaging effects to both the Earth's climate and temperatures, and a decrease in air quality. The City shall seek measures through which GHG's can be reduced and heat gain limited.

POLICIES:

f8.2.1 The City shall seek to reduce GHG's through less vehicle miles traveled by encouraging residential designs that foster road network connectivity between developments and between subdivisions; and by discouraging configurations that do not, such as culs-de-sac.

f8.2.2 Mixed-use projects will be encouraged as a way to reduce vehicle miles traveled through the situating of both residential and supportive services within close proximity; for shorter travel distances and for pedestrian and bicycle accessibility by residents of the project and the surrounding neighborhood.

f8.2.3 The City shall study the possibility of establishing standards that provide for pervious pavement alternatives to help regulate stormwater and decrease heat gain from pavement and other hard surfaces associated with infrastructure.

f8.2.4 The City shall mitigate hardscape heat gain by discouraging more pavement and/or parking than necessary or required by Code.

f8.2.5 The City shall continue to encourage locally-produced food products as a way to reduce vehicle miles traveled in the distribution and in the purchase of such products by providing opportunities for the sale of such goods, such as farmers' markets; and in regulations that preserve productive, quality agricultural lands.

GOAL f-9: Protect environmentally-sensitive areas and natural resources adjacent to and within the city limits of DeLand from development.

OBJECTIVE:

f9.1 The City recognizes the sustainability of a community rests on the ability to protect lands of an environmentally-sensitive nature; and to preserve existing open-spaces for wildlife habitat and quality agricultural acreage for future generations. The City shall utilize land use regulations as one means to provide protection to these sensitive lands.

POLICIES:

f9.1.1 Agricultural/Conservation and Recreational shall be considered appropriate future land use designations for environmentally-sensitive lands.

f9.1.2 As of date of adoption of this Comprehensive Plan, as amended, property annexed into the City limits classified, at the time of annexation, by the following Volusia County land use classifications; except as provided for below; shall retain its County land use classification and shall not be reclassified with a City designation:

- a) Conservation
- b) Environmental Systems Corridor
- c) Forestry Resource
- d) Agricultural Resource

Due to proximity to the DeLand Municipal Airport, lands lying within the bounds of Section 27, Township 16 S, Range 30 E shall be exempt from this policy.

f9.1.3 The City shall explore the feasibility of conservation subdivisions as a means to permit the clustering development while encouraging the preservation of environmentally-sensitive lands and open space.

f9.1.4 The City shall explore means by which limited agricultural activities may be permitted in residential areas without an agricultural designation; such as community gardens and personal agricultural operations; through revisions to the Land Development Regulations and other such Codes.

f9.1.5 Municipal and County wells shall be permitted in any land use category. Wellhead Protection Areas, as shown on the Future Land Use Map Series, shall be protected from adverse development by prohibiting all operations that use, handle, produce or store hazardous substances within 200' of all wellheads.

The following are the options analyzed by staff:

Planning staff initiated the effort to develop an amendment to the Comprehensive Plan that would address how the City develops in transition areas between suburban areas in the city and low density residential unincorporated areas. After exploring many alternatives, they were narrowed down to four concepts:

1. Create a new land use category with standards and criteria
2. Revise an existing category to include standards and criteria
3. Develop new policies to guide development in these transitional areas
4. Create an overlay district with standards and criteria

Option 1 – create **new category with standards and criteria** (i.e. Transitional/Suburban – Residential designation) This option will create a new future land use category. The City's Comprehensive Plan currently provides a Description, a list of General type of development, and Policy guidelines for each land use category. With this amendment, the new category would allow the City Commission to guide where new residential development should be allowed, the type of development that would be constructed and specific guidelines to be followed by new development. This would occur individually on a case by case basis when a developer applies for a land use amendment. The applicant will explain how its development meets the criteria of the new land use category. The Commission will ultimately make the decision by either approving the application with the new land use or an existing category for a specific location.

This new category can provide location criteria as to when and where it is applicable (provide suggestions). The new category would provide standards and criteria if other types of residential development could be included in these transitional areas. Non-residential uses could also be considered and discussed, but these were not included in staff's analysis at this time. Also, the maximum density will be set by the new category.

Staff selected this option as the preferred choice because it could be selected as part of the annexation/development process without impacting any other portion of the city and would not involve rezoning existing properties and could include incentives for additional density and/or smaller lots if clustering and other innovative solutions are incorporated into the development.

Option 2 – **revise existing** Urban Low Intensity (ULI) **category**. Currently the City's ULI category allows a maximum of 4 du/ac and is modeled after the County's ULI designation with the same density which currently surrounds the City. Annexing property that is already designated as such in the county allows for a straight transfer of uses from one jurisdiction to another, which was the purpose behind adopting this category. But as development applications have continued there has been a need to be able to address current development trends that were not contemplated when the ULI category was placed in the Comprehensive Plan. The ULI could be revised to establish a new lower maximum density (such as 2.9) and include specific criteria and provisions for any proposed increase in density above the maximum up to the original 4 du/ac. The city's current areas designated with ULI are already developed or have an approved Planned Development agreement so the revisions should be designed to only impact any new applications. This option also would decide each case individually as Option 1 does. This revision keeps the number of land use categories at 16 which makes the map simpler and less confusing to administer from staff's perspective.

Staff did not select this option as its potential impact on projects and property that are already developed or zoned under the ULI category. Over time this could be difficult to manage and apply standards, especially for expansions and redevelopments.

Option 3 – **update existing policies and create new policies** to guide development in future transition areas. This option would provide limits and standards for new subdivisions and would support the city's desire for sustainable development. The City's Comprehensive Plan currently has two sections (attached) that could be expanded with new policies to guide new development in the suburban sections of the city. Specific areas for new development would not be identified, but the policies would be used to provide guidance when reviewing new zoning applications regardless of the land use category. Also, a maximum density would not have to be determined but would be done at the time a zoning application was submitted. These policies would be applicable to both standard zoning or a Planned Development throughout the city.

This option maybe the least effective as it would probably not have definitive guidance for a specific development as it would be applicable city wide. However, this option does have the advantage of ensuring that all new development would abide by these policies, not just ones in specific areas of the city. Staff is recommending that additional

sustainable policies could be developed to address overall desires of the Commission, but they would not be selective to only new development.

Option 4 – Create an **overlay district** with standards and criteria (currently 5 overlays are in the Comprehensive Plan) that could mix some of the above options that can be requested at the same time as a land use designation is requested. This option does not require a new category be developed, but would be used in conjunction with existing land use categories. This overlay could be placed at time of application review along with a land use category that may need additional safeguards under specific circumstances. The overlay does not require specific areas to be selected initially. This option leaves most areas around the city unaffected.

The overlay could also be placed over a large area administratively anywhere the Commission desires to offer development restrictions and guidance. The overlay could be called either the Sustainable Development overlay or the Suburban Transitional overlay.

Staff did not select this option as it left the decision up to the applicant as to whether it wanted the overlay or not; if the overlay was not already in place. Also, this option would be complicated to administer and apply to all existing development as well.

CITY OF DELAND
Request for Commission Action
August 1, 2022

SUBJECT: Change of Meeting Date, Labor Day Holiday.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS:

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

SUMMARY/HIGHLIGHT:

The first regular City Commission meeting in September is scheduled for Monday, September 5, 2022, which is the Labor Day holiday. Section 2-3 of the Code of Ordinances grants the City Commission the authority to reschedule regular meetings which fall on a legal holiday, or fall within one (1) week of a legal holiday.

The City will be holding the first of two (2) public hearings on the budget at this meeting. The County Council budget hearings will be held on 9/8/2022 and 9/22/2022. The Volusia County School Board budget hearings are scheduled for 7/26/2022 and 9/13/2022. Pursuant to Florida Law, the City cannot hold its budget hearings on the same days as either the County Council or the School Board.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended that the City Commission reschedule the Monday, September 5, 2022 regular City Commission meeting for Wednesday, September 7, 2022. This would be the date of the City's first budget hearing.

BACKGROUND/DISCUSSION:

N/A