



**CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
SEPTEMBER 19, 2022 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE**

AGENDA

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC HEARING

1. Resolution Approving FY 22-23 Final Millage Rate.

Final public hearing on establishing an operating millage rate to support the FY 2022-2023 budget at 6.5841 mills. The final operating millage rate of 6.5841 mills is 7.02% above the rolled-back millage rate of 6.1520 mills.

2. Resolution Approving FY 22-23 Final Budget.

Final public hearing on the proposed FY 2022-2023 budget. The final FY 2022-2023 budget for the General Fund is \$41,031,866, while City-wide is \$151,112,990 excluding the Spring Hill and Downtown CRA's or \$153,295,660 including the Spring Hill and Downtown CRA's.

PRESENTATIONS

1. Recognition of Fire and Police Personnel re Florida Department of Transportation Tower Incident.

CONSENT AGENDA

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

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

2. Consideration re Recognition of "Right of First Refusal" between HEINZ and the City of DeLand.

Staff recommends approval of the "Right of First Refusal" agreement between HEINZ and the City of DeLand and authorizes the Mayor-Commissioner to execute the "Right of First Refusal" agreement.

3. Consideration re Renewal of Contract Agreement with Team Volusia Economic Development Corporation, FY 2022-2023.

It is recommended that the City Commission approve the Cooperative Economic Development Agreement with Team Volusia Economic Development Corporation, Inc.

4. Consideration re Renewal of Contract Agreement with the DeLand Area Chamber of Commerce, FY 2022-2023.

It is recommended that the City Commission approve the Economic Retention Services Agreement with the DeLand Area Chamber of Commerce.

5. Consideration re Lease Agreement with DeLand Area Chamber of Commerce.

Lease Agreement with DeLand Area Chamber of Commerce.

6. Consideration re Renewal of Travelers Wrap Plus Policy for Fiduciary Liability Coverage for City's Retirement Plans.

Fiduciary Liability Coverage for retirement plans.

7. Consideration re Renewal Contract for Fire Department Critical Care Cancer Insurance Policy.

City paid cancer insurance for FF/EMT personnel.

8. Consideration re Third Party Access and Use Agreement for Fire Reports and EMS Charts with Zoll Data Systems, Inc (through Volusia County procurement).

Third Party Access And Use Agreement For Fire Reports And EMS Charts With ZOLL Data Systems, Inc.

9. Consideration re Approval of Property/Casualty, General Liability, Auto Insurance, Worker's Compensation and Ancillary Coverage Renewal.

Approval of Property/Casualty, General Liability, Auto Insurance, Worker's Compensation and Ancillary Coverage Renewal.

10. Resolution Approving Sole Source Purchase Order - Biosolids Handling Services.

Staff recommends that the City Commission approve the service proposal for biosolids handling at \$55.00 per ton for lime stabilization and disposal by Shelley's Environmental Systems in accordance with their proposal dated June 10, 2022.

11. Consideration re Award of Bid for Annual Cooperative Water & Wastewater Chemicals.

Staff recommends that the City Commission award purchase order contracts to the various low bidders in a total estimated annual amount of \$503,504.50, based on the bid tab.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

CITY COMMISSION REPORTS

1. Report re Elected Officials Round Table.

2. Report re River-to-Sea TPO.
3. Report re River of Lakes Heritage Corridor.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

1. Board Announcements.

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
September 19, 2022

SUBJECT: Resolution Approving FY 22-23 Final Millage Rate.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Resolution

APPROVED BY: Michael Pleus, City Manager, September 15, 2022

SUMMARY/HIGHLIGHT:

This is the date set by the City Commission for the final public hearing on the final FY 2022-2023 millage rate. The Resolution adopting the final millage rate must be adopted before the Resolution adopting the final budget, a requirement on TRIM. The tentative operating millage rate of 6.5841 is the rate advertised for adoption. The final operating millage rate is 7.02% above the rolled-back operating millage rate of 6.1520. A summary of the rolled-back and adopted operating millage rates for the last 10 fiscal years are shown below:

<u>Fiscal Year</u>	<u>Rolled-Back Rate</u>	<u>Adopted Millage Rate</u>
2022-2023	6.1520	6.5841
2021-2022	6.5200	6.7841
2020-2021	6.4576	6.7841
2019-2020	6.5199	6.7841
2018-2019	6.4557	6.8841
2017-2018	6.5421	6.8231
2016-2017	6.7189	6.9231
2015-2016	6.8208	6.9995
2014-2015	6.9299	7.0954
2013-2014	7.0299	7.2385

There is no debt service millage rate since the general obligation bonds were paid off during FY 2018-2019. A summary of the adopted debt service millage rates for the last 10 years are shown below:

<u>Fiscal Year</u>	<u>Adopted Millage Rate</u>	<u>Fiscal Year</u>	<u>Adopted Millage Rate</u>
2022-2023	0.0000	2017-2018	0.2544
2021-2022	0.0000	2016-2017	0.2348
2020-2021	0.0000	2015-2016	0.2540
2019-2020	0.0000	2014-2015	0.3046
2018-2019	0.2353	2013-2014	0.3452

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The final operating millage rate provides necessary funding for the operation of the City for the next fiscal year.

RECOMMENDATION:

Staff recommends the City Commission adopt the Resolution setting the final operating millage rate of 6.5841 for the fiscal year 2022-2023. The final operating millage rate of 6.5841 is 7.02% above the rolled-back millage rate of 6.1520.

BACKGROUND/DISCUSSION:

Changes in the proposed budget due to the City Commission's direction provided through the budget workshops in July or made because of more accurate information received subsequent to the budget workshops were presented at the September 7, 2022 City Commission meeting.

A comparison of millage rates is provided below:

	<u>FY 21-22</u>	<u>FY 22-23</u>	<u>Net Change</u>
Final Operating Millage	6.7841	6.5841	-0.2000

Should any adjustment increasing taxable value be made by the Property Appraiser at final certification of the tax roll, staff recommends the following:

- If the taxable value increase is less than 1%, the City Commission authorizes the City Manager to maintain the millage rate at the publicly advertised and approved millage rate, and apply any additional revenues to the City's future operating capital reserve.
- If the taxable value increase is more than 1%, the City Commission authorizes the City Manager to adjust the millage rate downward in order to collect property taxes equal to the publicly advertised and approved budget requirements.

Should any adjustment decreasing taxable value be made by the Property Appraiser at final certification of the tax roll, staff recommends the following:

- If the taxable value decrease is less than 1%, the City Commission authorizes the City Manager to maintain the millage rate at the publicly advertised and approved millage rate, and reduce expenditures as necessary to reflect the decrease in revenue.
- If the taxable value decrease is more than 1%, the City Commission authorizes the City Manager to adjust the millage rate upward in order to collect property taxes equal to the publicly advertised and approved budget requirements.

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, ADOPTING A FINAL MILLAGE RATE FOR FISCAL YEAR 2022-23; REPEALING RESOLUTION 2022-68 WHICH ADOPTED A TENTATIVE MILLAGE RATE FOR FISCAL YEAR 2022-23; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of DeLand is required by Florida Statute Section 200.065(2) to adopt a Resolution setting the millage rate to be levied; and

WHEREAS, the Statute further requires that the Resolution shall state the percent, if any, by which the millage rate to be levied exceeds the rolled-back rate as computed by the Office of the Property Appraiser of Volusia County; and

WHEREAS, the City Commission of the City of DeLand does intend to adopt a final operating millage rate of 6.5841 mills which is 7.02% more than the rolled-back rate of 6.1520 mills, and

WHEREAS, the gross taxable value for operating purpose not exempt from taxation within Volusia County has been certified by the County Property Appraiser to the City of DeLand as \$2,651,310,095, and

WHEREAS, each taxpayer within the corporate limits of DeLand has been or will be sent notice by first class mail by the Property Appraiser of the public hearing setting the tentative budget and proposed millage rate; and

WHEREAS, a final public hearing was held at 7:00 p.m. at the City Hall Commission Chambers on September 19, 2022; and

WHEREAS, it is necessary for the City to approve and adopt its final millage rate for the fiscal year 2022-23;

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

Section 1. Resolution 2022-68 adopted September 7, 2022 following a public hearing which set a tentative millage rate, is hereby repealed in its entirety.

Section 2. The City Commission of the City of DeLand hereby adopts a 6.5841 final operating millage rate.

Section 3. Any resolution or part of resolution in conflict herewith is hereby repealed.

Section 4. This Resolution shall become effective upon its adoption.

PASSED AND DULY ADOPTED this 19th day of September 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED IN FORM AND LEGALITY:

Darren J. Elkind
City Attorney

CERTIFICATE OF VOTING

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the City Commission of the City of DeLand on September 19, 2022, after a public hearing, by the following roll call vote:

Commissioner Paiva	_____
Commissioner Davis	_____
Commissioner Cloudman	_____
Commissioner Reid	_____
Mayor Apgar	_____

Dated this 19th day of September 2022.

Julie A. Hennessy
City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
September 19, 2022

SUBJECT: Resolution Approving FY 22-23 Final Budget.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Resolution, FY 22-23 Attachment A, 5-Year Capital Improvement Plan (CIP)

APPROVED BY: Michael Pleus, City Manager, September 15, 2022

SUMMARY/HIGHLIGHT:

This is the date set by the City Commission for the final public hearing on the proposed FY 2022-2023 budget. The Resolution adopting the final millage rate must be adopted before the Resolution adopting the final budget, a requirement of TRIM.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The final budget is in balance and establishes the programs and services the City will provide in the next fiscal year.

RECOMMENDATION:

Staff recommends the City Commission adopt the Resolution establishing the final budget for the fiscal year 2022-2023.

BACKGROUND/DISCUSSION:

Changes in the proposed budget due to the City Commission's direction provided through the budget workshops in July or made because of more accurate information received subsequent to the budget workshops were presented at the September 7, 2022 City Commission meeting.

The General Fund is balanced at \$41,031,866 compared to \$40,515,874 for last year, an increase of \$515,991 or 1.27%.

The budget for all funds, including the Spring Hill CRA and the Downtown CRA budgets, was advertised at \$153,295,660 compared to last year's advertised \$109,844,535, an increase of \$43,451,125 or 39.56%.

The General Fund's budgeted operating contingency account is \$350,000.

Listed below are the FY 22-23 proposed budgets for the various funds compared to the FY 21-22 amended budgets as of September 1, 2022:

	<u>Amended FY 21-22</u>	<u>Proposed FY 22-23</u>
General Fund	\$46,042,103	\$41,031,866
Confiscated Trust Fund	78,400	3,000
Homeless Shelter Fund	611,822	621,308
Spring Hill Community Redevelopment Trust Fund	462,298	765,181
Governmental Impact Fees Trust Fund	1,624,122	1,805,043
Community Redevelopment Trust Fund	1,397,323	1,417,489
Grants and Special Revenue Fund	8,810,728	6,838,112
Debt Service Fund	1,791,364	2,428,347
Capital Projects Fund	3,997,098	7,612,859
Water and Sewer Revenue Fund	49,509,660	67,265,346
Water Trust Fund	0	1,600,000
Wastewater Trust Fund	13,267,267	3,500,000
Airport Fund	9,588,187	6,778,001
Refuse Collection Fund	4,065,500	4,153,088
Stormwater Fund	3,670,261	2,884,417
Permits and Inspections Fund	3,600,321	3,169,557
Health Insurance Cost Containment Fund	610,670	569,305
Workers' Compensation Self-Insurance Fund	815,167	852,741
	\$149,942,291	\$153,295,660

On June 17, 2011, the State legislature amended s. 166.241, F.S. adding the following language:

At a minimum, the adopted budget must show for each fund, as required by law and sound financial practices, budgeted revenues and expenditures by organizational unit which are at least at the level of detail required for the annual financial report under s. 218.32(1).

Attachment "A" to the Resolution adopting the final budget provides the information necessary to satisfy this requirement.

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR 2022-23; REPEALING RESOLUTION 2022-69 WHICH ADOPTED A TENTATIVE BUDGET FOR FISCAL YEAR 2022-23; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of DeLand, after holding several budget sessions and carefully considering the financial needs of the City of DeLand and the sources of revenue available to the City to meet such needs, are ready to adopt a final budget; and

WHEREAS, a public hearing to finalize the final budget was held on September 19, 2022; and

WHEREAS, it is necessary for the City to approve and adopt its budget for the fiscal year 2022-23; and

WHEREAS, the City Manager recommends approval of the budget.

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

Section 1. Resolution 2022-69 adopted September 7, 2022 which set a tentative budget, is hereby repealed in its entirety.

Section 2. The following budgets are hereby adopted: General Fund at \$41,031,866, Confiscated Trust Fund at \$3,000, Homelessness Fund at \$621,308, Governmental Impact Fees Trust Fund at \$1,805,043, Grants and Special Revenue Fund at \$6,838,112, Debt Service Fund at \$2,428,347, Capital Fund at \$7,612,859, Water and Sewer Revenue Fund at \$67,265,346, Water Trust Fund at \$1,600,000, Wastewater Trust Fund at \$3,500,000, Airport Fund at \$6,778,001, Refuse Collection Fund at \$4,153,088, Stormwater Fund at \$2,884,417, Permits and Inspections Fund at \$3,169,557, Health Insurance Cost Containment Fund at \$569,305, and Workers Compensation Self-Insurance Fund \$852,741 for fiscal year 2022-23 as detailed on Attachment 'A', in accordance with Section 166.241, Florida Statutes as amended, and the Capital Improvement Program for fiscal years 2022-2023 through 2026-2027, as submitted, are hereby approved.

Section 3. Any resolution or part of resolution in conflict herewith is hereby repealed.

Section 4. This resolution shall become effective upon its adoption.

PASSED AND DULY ADOPTED this 19th day of September 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

APPROVED IN FORM AND LEGALITY:

Darren J. Elkind
City Attorney

CERTIFICATE OF VOTING

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Commissioner Paiva	_____
Commissioner Davis	_____
Commissioner Cloudman	_____
Commissioner Reid	_____
Mayor Apgar	_____

Dated this 19th day of September 2022.

Julie A. Hennessy
City Clerk - Auditor

ATTACHMENT 'A'

Account Code	Revenue Description	General	Special Revenue	Debt Service	Capital Projects	Enterprise	Internal Service	Total
311.000	Ad Valorem Taxes	15,573,192	-	-	486,933	-	-	16,060,125
312.410	First Local Option Gas Tax	377,439	-	-	-	-	-	377,439
312.430	Second Local Option Gas Tax	-	300,004	-	-	-	-	300,004
312.510	Fire Insurance Premium Tax (Firefighters' Pension)	180,579	-	-	-	-	-	180,579
312.520	Casualty Insurance Premium Tax (Police Officers' Retirement)	246,627	-	-	-	-	-	246,627
314.100	Utility Service Tax - Electricity	3,768,512	-	-	-	-	-	3,768,512
314.300	Utility Service Tax - Water	914,775	-	-	-	-	-	914,775
314.400	Utility Service Tax - Gas	193,389	-	-	-	-	-	193,389
314.800	Utility Service Tax - Propane	49,250	-	-	-	-	-	49,250
315.100	State Communications Service Tax (Chapter 202)	928,282	-	-	-	-	-	928,282
316.000	Local Business Tax (Chapter 205)	250,000	-	-	-	-	-	250,000
322.000	Building Permits	-	-	-	-	1,813,854	-	1,813,854
322.900	Permits - Other	-	-	-	-	5,000	-	5,000
323.100	Franchise Fee - Electricity	2,975,761	-	-	-	-	-	2,975,761
323.400	Franchise Fee - Gas	115,814	-	-	-	-	-	115,814
323.700	Franchise Fee - Solid Waste	443,794	-	-	-	-	-	443,794
324.110	Impact Fees - Residential - Public Safety	-	243,254	-	-	-	-	243,254
324.210	Impact Fees - Residential - Physical Environment	-	-	-	-	3,400,000	-	3,400,000
324.610	Impact Fees - Residential - Culture/Recreation	-	890,074	-	-	-	-	890,074
324.910	Impact Fees - Residential - Other	-	211,000	-	-	-	-	211,000
325.200	Special Assessments - Charges for Public Services	18,820	-	-	-	-	-	18,820
329.500	Other Permits, Fees & Special Assessments	30,400	-	-	-	5,000	-	35,400
331.200	Federal Grant - Public Safety	65,000	-	-	-	-	-	65,000
331.500	Federal Grant - Economic Environment	-	178,213	-	-	-	-	178,213
335.125	State Revenue Sharing - Proceeds	1,802,428	-	-	-	-	-	1,802,428
335.140	State Revenue Sharing - Mobile Home Licenses	19,677	-	-	-	-	-	19,677
335.150	State Revenue Sharing - Alcoholic Beverage Licenses	29,000	-	-	-	-	-	29,000
335.180	State Revenue Sharing - Local Government Half-Cent Sales Tax	2,573,617	-	-	-	-	-	2,573,617
335.230	State Revenue Sharing - Emergency Management Assistance	12,720	-	-	-	-	-	12,720
335.450	State Revenue Sharing - Fuel Tax Refunds and Credits	30,000	-	-	-	-	-	30,000
337.700	Local Government Unit Grant - Culture/Recreation	-	1,500,000	-	-	-	-	1,500,000
338.000	Shared Revenue From Other Local Units	36,000	-	-	-	-	-	36,000
339.000	Payments From Other Local Units In Lieu Of Taxes	84,325	-	-	-	-	-	84,325
341.200	Internal Service Fund Fees and Charges	-	-	-	-	-	1,422,046	1,422,046
341.300	Administrative Service Fees	10,500	-	-	-	205,000	-	215,500
342.100	Service Charge - Law Enforcement Services	143,610	-	-	-	-	-	143,610
342.200	Service Charge - Fire Protection	15,500	-	-	-	-	-	15,500
342.500	Service Charge - Protective Inspection Fees	25,000	-	-	-	35,000	-	60,000
342.900	Service Charge - Other Public Safety Charges and Fees	10,000	-	-	-	-	-	10,000
343.300	Service Charge - Water Utility	-	-	-	-	13,243,714	-	13,243,714

ATTACHMENT 'A'

Account Code	Revenue Description	General	Special Revenue	Debt Service	Capital Projects	Enterprise	Internal Service	Total
343.400	Service Charge - Garbage/Solid Waste	-	-	-	-	4,153,088	-	4,153,088
343.500	Service Charge - Sewer/Wastewater Utility	-	-	-	-	12,453,638	-	12,453,638
343.600	Service Charge - Water/Sewer Combination Utility	-	-	-	-	36,641	-	36,641
343.700	Service Charge - Conservation and Resource Management	-	25,000	-	-	-	-	25,000
343.900	Service Charge - Other Physical Environment Charges	-	-	-	-	2,292,280	-	2,292,280
347.200	Service Charge - Parks and Recreation	88,545	-	-	-	-	-	88,545
347.500	Service Charge - Special Recreation Facilities	276,655	-	-	-	-	-	276,655
349.000	Other Charges for Services	290,000	-	-	-	429,853	-	719,853
351.900	Judgment and Fines - Other	64,000	-	-	-	-	-	64,000
356.000	State Fines & Forfeits	-	3,000	-	-	-	-	3,000
359.000	Other Judgments, Fines and Forfeits	35,000	-	-	-	-	-	35,000
361.100	Interest	60,000	-	-	-	142,990	-	202,990
362.000	Rents and Royalties	190,000	-	-	-	1,692,039	-	1,882,039
364.000	Disposition of Fixed Assets	5,000	-	-	-	-	-	5,000
366.000	Contributions and donations from Private Sources	19,500	325,000	-	-	-	-	344,500
369.900	Other Miscellaneous Revenues	450,171	-	-	-	135,000	-	585,171
380.000	Other Sources	2,652,337	851,003	-	-	2,264,437	-	5,767,777
381.000	Inter-Fund Group Transfers In	3,524,104	945,915	2,428,347	2,625,926	943,876	-	10,468,168
382.000	Contributions from Enterprise Operations	1,766,093	-	-	-	16,000	-	1,782,093
384.000	Debt Proceeds	686,450	3,795,000	-	4,500,000	40,640,000	-	49,621,450
388.100	Sale of General Capital Assets	-	-	-	-	3,000	-	3,000
389.200	Proprietary - Federal Grants and Donations	-	-	-	-	2,257,750	-	2,257,750
389.300	Proprietary - State Grants and Donations	-	-	-	-	3,182,249	-	3,182,249
Total FY 2022-2023 Revenues		41,031,866	9,267,463	2,428,347	7,612,859	89,350,409	1,422,046	151,112,990

ATTACHMENT 'A'

Account Code	Expenditure Description	General	Special Revenue	Debt Service	Capital Projects	Enterprise	Internal Service	Total
511	Legislative	151,312	-	-	-	-	-	151,312
512	Executive	756,676	-	-	-	-	-	756,676
513	Financial and Administrative	3,682,569	-	-	435,699	-	1,325,841	5,444,109
514	Legal counsel	509,452	-	-	-	-	-	509,452
515	Comprehensive Planning	826,203	-	-	-	-	-	826,203
517	Debt Service Payments	-	-	2,428,347	-	-	-	2,428,347
519	Other General Governmental Services	2,906,993	-	-	16,863	-	-	2,923,856
521	Law Enforcement	11,507,746	102,300	-	1,022,989	-	-	12,633,035
522	Fire Control	8,133,346	-	-	209,500	-	-	8,342,846
524	Protective Inspections	132,603	-	-	33,000	2,536,296	-	2,701,899
533	Water Utility Services	-	-	-	-	6,287,503	-	6,287,503
534	Garbage/Solid Waste Control Services	-	-	-	-	4,153,088	-	4,153,088
535	Sewer/Wastewater Services	-	-	-	-	48,266,532	-	48,266,532
536	Water-Sewer Combination Services	-	-	-	-	11,334,443	-	11,334,443
538	Flood Control/Stormwater Management	-	-	-	-	2,560,969	-	2,560,969
539	Other Physical Environment	1,511,955	168,980	-	164,446	2,055,821	-	3,901,202
541	Road and Street Facilities	2,220,615	3,961,217	-	661,437	-	-	6,843,269
542	Airports	-	-	-	-	6,189,274	-	6,189,274
549	Other Transportation Systems/Services	18,319	-	-	-	-	-	18,319
552	Industry Development	399,039	-	-	-	-	-	399,039
569	Other Human Services	-	621,308	-	-	-	-	621,308
572	Parks and Recreation	3,756,688	2,707,915	-	5,068,925	-	-	11,533,528
573	Cultural Services	13,816	-	-	-	-	-	13,816
574	Special Events	61,065	-	-	-	-	-	61,065
575	Special Recreation Facilities	133,430	-	-	-	-	-	133,430
579	Other Culture/Recreation	16,119	-	-	-	-	-	16,119
581	Inter-Fund Group Transfers Out	4,293,920	1,705,743	-	-	5,966,483	96,205	12,062,351
Total FY 2022-2023 Expenditures		41,031,866	9,267,463	2,428,347	7,612,859	89,350,409	1,422,046	151,112,990

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - GIFT FUND

Div.	DOWNTOWN CRA FUND	2022-23	2023-24	2024-25	2025-26	2026-27	Total
1226	New Police Car for new Officer	67,800					67,800
1226	New Dual Purpose K-9	24,000					24,000
TOTAL GIFT FUND		91,800	0	0	0	0	91,800

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - DOWNTOWN CRA FUND							
Div.	DOWNTOWN CRA FUND	2022-23	2023-24	2024-25	2025-26	2026-27	Total
1800	Replace Front Doors at Fish Building	16,509					16,509
1800	Voorhis Avenue Streetscape	700,000					700,000
	TOTAL DOWNTOWN CRA FUND	716,509	0	0	0	0	716,509

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - GRANTS & SPECIAL REVENUE FUND							
Div.	GRANTS AND SPECIAL REVENUE FUND	2022-23	2023-24	2024-25	2025-26	2026-27	Total
1302	ROW ADA Sidewalk Improvements	161,213					161,213
1303	Electric F-150 for Nursery	48,462					48,462
1303	New Solar Charging Station for Nursery	95,518					95,518
1403	Garfield Trail	2,687,915					2,687,915
1410	Marquee Board at Chisholm Center	20,000					20,000
	TOTAL GRANTS & SPECIAL REVENUE FUND	3,013,108	0	0	0	0	3,013,108

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - CAPITAL FUND

Div.	CAPITAL FUND	2022-23	2023-24	2024-25	2025-26	2026-27	Total
0106	Christmas Tree Replacement	6,500	6,500	6,500			19,500
0110	In-Sync System	6,700					6,700
0110	Electronic Gate Pass	7,178					7,178
0110	Vector SW	9,089					9,089
0110	Clerk Scanner - Fujitsu 7700	12,000					12,000
0110	Melching cameras and server	25,537					25,537
0110	2 SQL servers	26,872					26,872
0110	Civic Rec	32,260					32,260
0110	Traffic Jet Sign Shop Printer	63,063					63,063
0110	Overhead Fiber Replacement	103,000					103,000
0110	Network Switches	150,000					150,000
1119	Vehicle for Code Enforcement Manager	33,000					33,000
1222	Bunker Gear Replacement	35,500					35,500
1222	New FD Vehicle	49,000					49,000
1222	Fire Station 82/83 Improvements	125,000					125,000
1226	Chevy Tahoe Admin for Senior Command Staff #1	46,848					46,848
1226	Chevy Tahoe Admin for Senior Command Staff #2	46,848					46,848
1226	Chevy Tahoe Admin for Senior Command Staff #3	46,848					46,848
1226	Chevy Tahoe Admin for Senior Command Staff #4	46,848					46,848
1226	Chevy Tahoe Admin for Senior Command Staff #5	46,848					46,848
1226	Ford Interceptor SUV for Patrol #1	60,145					60,145
1226	Ford Interceptor SUV for Patrol #2	60,145					60,145
1226	Fire Alarm System Panel & Equipment	70,528					70,528
1226	HVAC Control System and Chillers	597,931					597,931
1301	Replace 2015 Pathfinder	41,464					41,464
1302	Replace Mower #1	15,455					15,455
1302	Replace Mower #2	15,455					15,455
1302	Replace Mower #3	15,455					15,455
1302	Replace F-250 Super Cab	41,600					41,600
1302	New F-250 Crew Cab	50,005					50,005
1302	Replace Lowboy Trailer	112,003					112,003
1302	Beresford Ext. Multi Use Path with Volusia County	120,000					120,000
1302	Entry Features	250,000					250,000
1304	Replace Mower #4	16,705					16,705
1304	New Hot Water Commercial Pressure Washer	21,448					21,448
1304	Replace Mini Sweeper	126,293					126,293
1306	New A/C Recovery Machine	10,363					10,363
1401	Carpet Replace in Maint Office/Old Engineering Building	7,550					7,550
1401	Replace Roof at P&R Maintenance Staff Office	36,600					36,600
1403	Add Poles and Netting on North End of Spec Martin	10,000					10,000
1403	Elevator Equipment Monitoring at Stone Street	10,200					10,200
1403	Replace 2007 Chevy Impala	31,902					31,902

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - CAPITAL FUND

Div.	CAPITAL FUND	2022-23	2023-24	2024-25	2025-26	2026-27	Total
1403	Replace 1999 Kubota Tractor	34,278					34,278
1403	Lake Moore	500,000					500,000
1403	Recreation Fields at Victoria Park	4,000,000					4,000,000
1407	Replace Carpet throughout Wayne Sanborn Center	47,590					47,590
1408	Replace Countertops and Cabinets in Spec Martin	39,295					39,295
1408	Foundation Improvements at Spec Martin Stadium	105,230					105,230
1410	Replace Pool Filter at Chisholm Pool	8,398					8,398
1410	Replace floor in Learning Center & Game Room at Chisholm	15,860					15,860
1410	Replace HVAC System in Chisholm Center Gymnasium	46,542					46,542
1411	Replace Fence on Softball Field #3 at Sperling	25,480					25,480
1411	Develop Additional Parking at Sperling Sports Complex	150,000					150,000
0106	Replace Vinyl Tile in City Hall		10,000				10,000
0106	Replace the carpet with carpet squares - City Hall		116,700				116,700
0110	Upgrade Email Archiver 2018		5,000				5,000
0110	Replace Document Imaging Scanner		15,000		15,000		30,000
0110	Offsite Recovery System		32,800	32,800	32,800	32,800	131,200
0110	Update Network Disk space		40,000				40,000
0110	PTP Radio (PD, FS82,FS83,Airport, Spec Martin) 2018		63,000				63,000
0110	PC Rotation		160,000	160,000	160,000	160,000	640,000
1222	Replace vehicle, 2012 Ford Escape		55,000				55,000
1222	Fire Station #82 Improvements		125,000				125,000
1222	Replace Engine 281		600,000				600,000
1226	RECON simulator screen		25,300				25,300
1226	Bronze decorative statue		42,000				42,000
1226	Replace Police vehicle		68,997				68,997
1226	Replace Police vehicle		68,997				68,997
1226	Replace Police vehicle		68,997				68,997
1226	Replace Police vehicle		68,997				68,997
1226	Replace Police vehicle		68,997				68,997
1226	Replace Police vehicle		68,997				68,997
1226	Replace Police vehicle		68,997				68,997
1301	Public Service Building Improvements		65,000				65,000
1301	Property Acq/Design New Hampshire & S Garfield Ave		250,000				250,000
1302	Replace F250		49,000				49,000
1303	Tree's Prentice Loader Dump 1330125		260,000				260,000
1304	Replace Gator		18,000				18,000
1304	Electric scrubber 1340186		35,000				35,000
1306	Replace F150 1360195		30,000				30,000
1306	Design of the Fleet/Sign shop bldg		650,000				650,000
1403	Replace 2007 Toro Reelmaster Mower, 143-MOW-004		50,000				50,000
1403	Replace Verticutter Serial #817		8,000				8,000
1403	Replace 2006 Toro Scooter #72		12,000				12,000

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - CAPITAL FUND

Div.	CAPITAL FUND	2022-23	2023-24	2024-25	2025-26	2026-27	Total
1403	Replace 2006 Toro Scooter #73		12,000				12,000
1403	Replace 2006 Toro Scooter #74		12,000				12,000
1403	Replace 2007 Toro Electric Scooter 143-HAU-002 (was #75), 143-5184		13,000				13,000
1403	Renovate Little League Operations Tower		20,000				20,000
1403	Replace 1993 Ford Tractor, 143-TRA-004 (was #10)		23,000				23,000
1403	Replace 2006 Ford F-150 1/2 Ton Truck #25, 143-5011		28,000				28,000
1403	Replace 2006 Ford F-150 1/2 Ton Truck #28, 143-5068		30,000				30,000
1403	Replace 2004 John Deere Tractor #15		30,000				30,000
1403	Replace 2012 Ford F-150 Crew Cab Pickup #40A, 143-5422		32,000				32,000
1403	Replace 2003 Ford Van #44, 143-4938		40,000				40,000
1403	Replace 2012 Toro Workman Scooter #65, 143-5470		40,000				40,000
1403	Sperling Sports Complex Baseball Field Renovations		40000				40,000
1403	Renovate Three Little League Fields at Earl Brown Park		100000				100,000
1407	Replace Chairs at Wayne Sanborn Center		45,000				45,000
1407	Replace All or Part of Kitchen Equipment at Wayne Sanborn Center		150,000				150,000
1408	Renovate Field Surface at Spec Martin Stadium		125,000				125,000
0106	Parking Lot Seal and Restripe			8,000			8,000
0110	City WIFI 2019 (29 access points)			35,000			35,000
0110	Engineering Large Format Printer2019			35,000			35,000
0110	Upgrade SANS			195,500			195,500
1222	Replace vehicle, 2015 Ford Escape			40,000			40,000
1222	Replace Rescue 81			250,000			250,000
1226	Replace Police vehicle			72,447			72,447
1226	Replace Police vehicle			72,447			72,447
1226	Replace Police vehicle			72,447			72,447
1226	Replace Police vehicle			72,447			72,447
1226	Replace Police vehicle			72,447			72,447
1226	Replace Police vehicle			72,447			72,447
1226	Replace Police vehicle			72,447			72,447
1226	Replace Police vehicle			72,447			72,447
1226	K-9 training field			300,000			300,000
1302	Replace 132 Sign shop printer			35,000			35,000
1302	Replace Streets Sterling Dump 1320124			200,000			200,000
1303	Replace F150 133142A			35,000			35,000
1303	Replace Stump grinder			38,000			38,000
1303	Replace Chipper			85,000			85,000
1306	5,000 fuel tank diesel			16,000			16,000
1306	Replace 136 Forklift (instead of scissor)			30,000			30,000
1306	Replace F350 1360193			36,000			36,000
1306	Fleet/Sign Shop New Building			6,500,000			6,500,000
1403	Replace 2011 Toro Gas Scooter #76, 143-5339			14,000			14,000
1403	Replace 2019 Kubota 60" Mower 143-MOWC			15,000			15,000

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - CAPITAL FUND							
Div.	CAPITAL FUND	2022-23	2023-24	2024-25	2025-26	2026-27	Total
1403	Replace 2019 Kubota 54" Zero Turn Mower, 143-MOWS			15,000			15,000
1403	Replace 2019 Kubota 54" Zero Turn Mower, 143-MOWR			15,000			15,000
1403	Replace 2019 Kubota 60" Zero Turn Mower 143-MOWQ			15,000			15,000
1403	Replace Rota Dairon			15,000			15,000
1403	Replace 2015 Nissan Titan Truck #23, 143-5564			32,000			32,000
1403	Replace 2009 Cargo Box Truck #54, 143-5286			37,000			37,000
1403	Replace 2011 Toro Reel Mower #13, 143-5338			50,000			50,000
1403	Skateboard Park Light Replacement			100,000			100,000
1403	Replace Flooring at Freedom Playground			200,000			200,000
1403	Tennis Court Surface Rebuilt			200,000			200,000
1403	Renovate Skateboard Park			200,000			200,000
1403	Tennis Court Light Replacement			200,000			200,000
1403	Replace Field Lighting at Sperling Sports Complex Adult Baseball Field			300,000			300,000
1403	Renovate Operations Tower at Sperling Sports Complex			350,000			350,000
0110	Upgrade MS SQL server Operating System				50,000		50,000
0110	Upgrade MS Office				150,000		150,000
0110	Virtual Desktop Server- VX rail				250,000		250,000
0110	Network Printers				306,000		306,000
1222	Hydraulic Rescue Tools				30,000		30,000
1222	Fire Station Additions				3,000,000		3,000,000
1226	Replace Police vehicle				76,069		76,069
1226	Replace Police vehicle				76,069		76,069
1226	Replace Police vehicle				76,069		76,069
1226	Replace Police vehicle				76,069		76,069
1226	Replace Police vehicle				76,069		76,069
1226	Replace Police vehicle				76,069		76,069
1226	Replace Police vehicle				76,069		76,069
1226	Replace Police vehicle				76,069		76,069
1302	Replace Trailer ST				15,000		15,000
1302	Replace Thermoplastic kettle 132S				15,000		15,000
1302	Replace Tractor				25,000		25,000
1302	Replace F150				30,000		30,000
1302	Replace F150				35,000		35,000
1302	Replace F350				55,000		55,000
1304	Replace F250 134180A				35,000		35,000
1401	Replace All Office Desks, Chairs and Accessories at Stone Street Offices				50,000		50,000
1403	Replace 2013 Spider Mower #15, 143-5493				50,000		50,000
1403	Renovate Softball Fields #1, #2, & #3 At Sperling Sports Complex				125,000		125,000
1403	Replace Playground Equipment at Eastside Park				150,000		150,000
1408	Seat Replacement at Spec Martin Stadium Suites				100,000		100,000
1408	Replace Sound System at Spec Martin Stadium				150,000		150,000
1408	Replace Video Board at Spec Martin Stadium				800,000		800,000

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - CAPITAL FUND							
Div.	CAPITAL FUND	2022-23	2023-24	2024-25	2025-26	2026-27	Total
0110	Upgrade Firewall					50,000	50,000
1226	Replace Police vehicle					79,872	79,872
1226	Replace Police vehicle					79,872	79,872
1226	Replace Police vehicle					79,872	79,872
1226	Replace Police vehicle					79,872	79,872
1226	Replace Police vehicle					79,872	79,872
1226	Replace Police vehicle					79,872	79,872
1226	Replace Police vehicle					79,872	79,872
1226	Replace Police vehicle					79,872	79,872
1226	Replace Police vehicle					79,872	79,872
1226	Replace Police vehicle					79,872	79,872
1226	Replace Police vehicle					79,872	79,872
1302	Replace Line Laser Paint Striper 132PTSTRIP					35,000	35,000
1302	Replace 2016 F250 1320126					55,000	55,000
1302	Replace Kubota Excavator 1320140					80,000	80,000
1303	Replace F150 1330159					35,000	35,000
1303	Replace 2015 Aerial Bucket Lift 133144A					150,000	150,000
1304	Replace 2007 Sidewalk Scrubber 1340187					35,000	35,000
1403	Replace 2005 John Deere Tractor #143--TRA-003					30,000	30,000
1403	Renovate Boy Scout Hut					35,000	35,000
1403	Replace 2018 Nissan Pathfinder #38C, 143-5737					37,000	37,000
1403	Replace 2013 Chevrolet Captiva #57, 143-5483					37,000	37,000
1403	Replace 2020 Jacobsen Reel Mower TR330, 143-MOW-64					66,150	66,150
	TOTAL CAPITAL FUND	7,612,859	3,946,279	10,375,376	6,237,352	1,636,675	29,808,541

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - WATER & SEWER FUND

Div.	WATER & SEWER FUND	2022-23	2023-24	2024-25	2025-26	2026-27	Total
4201	Utility Admin Building FFE	600,000					600,000
4201	Vehicle Replacement - 2022 Chevy Traverse	40,900					40,900
4202	New Vehicle - 2022 Nissan Pathfinder	31,535					31,535
4203	WP #2 Generator Replacement	146,680					146,680
4203	Ground Storage Tanks Safety & Repairs	18,500					18,500
4203	Vehicle Replacement - Ford F250	60,000					60,000
4204	Downtown Water Improvements Design	79,925					79,925
4204	Trimble GPS Device	15,350					15,350
4204	Portable Message Board	20,874					20,874
4205	Wiley M. Nash Capacity Expansion & AWT Improvements	35,940,000					35,940,000
4205	Reclaim Water Expansion Phase 6 Design	200,000					200,000
4205	Latchet Sample Processing Module	19,200					19,200
4205	Incline Screw Conveyor Replacement Parts	19,216					19,216
4205	Water Purification System	6,800					6,800
4205	Alum Chemical Pump Replacement	42,525					42,525
4205	Biosolids Dump Truck	220,000					220,000
4205	22/23 WWTP Fencing - Additional Property	64,000					64,000
4205	Reclaim Jockey Pump Replacement	31,100					31,100
4205	5HP Vacuum Induction Unit	14,484					14,484
4206	100KW Dual Voltage Trailer Mounted Generator	104,000					104,000
4206	L/S #6 Replacement & Panel Box	55,500					55,500
4206	L/S #10 Replacement & Panel Box	63,000					63,000
4206	L/S #7 Replacement & Panel Box	63,000					63,000
4206	L/S #26 Replacement & Panel Box	53,150					53,150
4206	L/S #65 Replacement & Panel Box	55,000					55,000
4206	L/S #8 Replacement & Panel Box	55,500					55,500
4206	Data Flow High Speed Radio Upgrades	165,690					165,690
4206	Ground Penetration Radar Cart Locater (2)	38,500					38,500
4206	6" Dri-Prime Diesel Pump	65,250					65,250
4206	Commercial Riding Lawn Mower & Mowing Deck	9,750					9,750
4206	Vehicle Replacement - F250 Pickup with Utility Bed	60,000					60,000
4208	New TZ50 Tow Behind	73,862					73,862
4208	Enclose Existing Pole Barn	11,020					11,020
4209	Building Improvements (Office and Carpet in Cust Service)	24,000					24,000
4210	East Regional Force Main Part A Construction	4,300,000					4,300,000
4210	East Regional Force Main Part B Design	400,000					400,000
4210	Sewer Line Rehabilitation	150,000					150,000
4210	Manhole Rehabilitation	60,000					60,000
4210	Downtown Lift Station & FM Design	230,000					230,000
4210	Vehicle - Rehabilitation Truck	165,000					165,000
4210	Tandem Axle HD Equipment Trailer	7,300					7,300
4210	New Pickup Truck w/Utility Bed	60,000					60,000

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - WATER & SEWER FUND							
Div.	WATER & SEWER FUND	2022-23	2023-24	2024-25	2025-26	2026-27	Total
4210	Concrete Mixer	8,285					8,285
4203	Replace vehicle, 2015 Ford F250, 203-281		40,000				40,000
4203	WP#9 Aerator replacement		60,000				60,000
4203	WP#10 VFD Conversion on Pumps		70,000				70,000
4203	WP #10 Construction		25,000,000				25,000,000
4204	Replace vehicle, 2011 Ford F250, 204-5364; 204-89		60,000				60,000
4204	Vehicle, replace 2013 Ford PU 204-97		60,000				60,000
4204	Replace vehicle, 2003 Cat Excavator/Loader, 204-4984; 204-63		120,000				120,000
4204	2025 Water Main Improvements Design		350,000				350,000
4204	Downtown Water Improvements Construction		562,120				562,120
4204	US 92 Water Main		841,050				841,050
4204	Hazen Road/Greens Dairy WM		1,044,900				1,044,900
4204	2024 Water Main Improvements Construction		2,500,000				2,500,000
4205	Reclaim Water Expansion Design Phase #7		238,050				238,050
4205	Blue Lake Reclaim Loop		736,250				736,250
4205	Reclaim Water Expansion Construction Phase #6		925,800				925,800
4205	Minnesota Ave Reclaim Loop		1,257,700				1,257,700
4206	Vehicle, replace 2015 Ford Transit 206-284		27,000				27,000
4206	Vehicle, replace 2014 F250 4x4 206-277		30,000				30,000
4206	LS #53 Standby Generator and Transfer Switch		36,000				36,000
4206	Replace vehicle, 2014 Ford F250, 206-280		45,000				45,000
4206	L/S#12 replacement & panel box		55,000				55,000
4206	LS #20 Replacement and Panel Box		56,000				56,000
4206	L/S#78 replacement & panel box		56,039				56,039
4206	LS #80 Replacement and Panel Box		59,500				59,500
4206	LS #79 Replacement and Panel Box		106,000				106,000
4208	Replace 2012 JLG 26' Electric Scissor Lift		10,000				10,000
4208	Replace 2014 Ford Escape		35,000				35,000
4210	Replace vehicle, 2015 Ford F250, 210-282		39,000				39,000
4210	Spring Hill Phase #4 Sewer Construction		2,000,000				2,000,000
4210	Downtown Lift Station & FM Construction		2530000				2,530,000
4210	East Regional Force Main Sewer Part B Construction		4,000,000				4,000,000
4203	Deep Creek/Leffler Test Well Project			500,000	5,000,000	5,000,000	10,500,000
4203	Central City Well OC-2			600,000			600,000
4203	Northeast Well Field Design			1,000,000		5,000,000	6,000,000
4204	Replace vehicle, 2014 Ford F350, 204-278			59,000			59,000
4204	Replace vehicle, 2008 Ford Ranger, 204-61			60,000			60,000
4204	2026 Water Main Improvements Design			350,000			350,000
4204	2025 Water Main Improvements Construction			1,000,000			1,000,000
4204	EVWS DSI Project - C			1,075,538			1,075,538
4205	Reclaim Water Expansion Design Phase #8			248,050			248,050
4205	Reclaim line, 12" reclaim system to Brandy Trails WWTP			550,000			550,000

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - WATER & SEWER FUND

Div.	WATER & SEWER FUND	2022-23	2023-24	2024-25	2025-26	2026-27	Total
4205	Reclaim Water Expansion Construction Phase #7			684,700			684,700
4206	LS #80 Generator and Transfer Switch			41,000			41,000
4206	Replace Vehicle, 2013 F150, #274, 206-5480			42,000			42,000
4206	LS #86 Replacement and Panel Box			52,500			52,500
4206	LS #85 Replacement and Panel Box			54,000			54,000
4206	LS #82 Replacement and Panel Box			54,500			54,500
4206	LS #84 Replacement and Panel Box			56,000			56,000
4206	LS # 1 Replacement and Panel Box			62,314			62,314
4208	Replace vehicle, 2014 Ford Escape, 208-5530, 208-10			24,000			24,000
4210	Longleaf Plantation LP-1 Collection System Design			400,000			400,000
4204	Replace vehicle, 2016 Ford F250, 204-289				42,500		42,500
4204	Replace vehicle, 2016 Ford F250, 204-288				60,000		60,000
4204	2027 Water Main Improvements Design				350,000		350,000
4204	2026 Water Main Improvements Construction				1,000,000		1,000,000
4204	Hazen Road/Mercer Fernery				1,061,364		1,061,364
4204	WP#10 DSI Project (B)				1,332,333		1,332,333
4205	Reclaim Water Expansion Design Phase #9				300,000		300,000
4205	Reclaim Water Expansion Construction Phase #8				684,700		684,700
4205	LA-1 Land application site				1,252,800		1,252,800
4206	Vehicle Replacement #283				40,000		40,000
4206	LS #84 Generator and Transfer Switch				50,000		50,000
4206	LS #87 Replacement and Panel Box				53,035		53,035
4206	LS #83 Replacement and Panel Box				54,151		54,151
4206	LS #28 Replacement and Panel Box				56,607		56,607
4206	LS #90 Replacement and Panel Box				61,045		61,045
4206	LS #26 Replacement and Panel Box				66,104		66,104
4206	Vehicle Replacement #297				70,000		70,000
4210	Vehicle Replacement #286				40,000		40,000
4210	Country Club Estates Sewer Retrofit Design				500,000		500,000
4210	Longleaf Plantation LP-1 Collection System Construct				2,737,800		2,737,800
4203	Farmton Water Supply Project					500,000	500,000
4204	Replacement Vehicle, 2017 Ford F250, 204-295					45,000	45,000
4204	2028 Water Main Improvements Design					400,000	400,000
4204	WP#10 DSI Project (D)					727,030	727,030
4204	2027 Water Main Improvements Construction					1,000,000	1,000,000
4204	WP#10 DSI Project (C)					1,486,576	1,486,576
4204	Daytona Park Estates Ph#1					2,977,321	2,977,321
4205	Reclaim Water Expansion Design Phase #10					285,000	285,000
4205	Reclaim Water Expansion Construction Phase #9					1,200,000	1,200,000
4206	Vehicle Replacement #205					45,000	45,000
4206	LS #55 Generator and Transfer Switch					50,000	50,000
4206	LS #29 Replacement and Panel Box					58,123	58,123

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - WATER & SEWER FUND							
Div.	WATER & SEWER FUND	2022-23	2023-24	2024-25	2025-26	2026-27	Total
4206	LS #68 Replacement and Panel Box					58,123	58,123
4206	LS #33 Replacement and Panel Box					59,485	59,485
4206	LS #53 Replacement and Panel Box					59,485	59,485
4206	LS #56 Replacement and Panel Box					74,627	74,627
4208	Replace 2016 F550 Altec Telescopic Device					150,000	150,000
4208	Replace 2015 Genie Man Lift Z62 DSL RT (Knuckle Boom)					150,000	150,000
4210	Country Club Estates Sewer Retrofit					3,101,625	3,101,625
	TOTAL WATER & SEWER FUND	43,848,896	42,950,409	6,913,602	14,812,439	22,427,395	130,952,741

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - WATER TRUST FUND

Div.	WATER & WASTEWATER TRUST FUND	2022-23	2023-24	2024-25	2025-26	2026-27	Total
4204	Water Meter Replacement	225,000					225,000
4204	2024 Water Main Improvements Design	350,000					350,000
TOTAL WATER TRUST FUND		575,000	0	0	0	0	575,000

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - WASTEWATER TRUST FUND							
Div.	WATER & WASTEWATER TRUST FUND	2022-23	2023-24	2024-25	2025-26	2026-27	Total
4205	Reclaim Water Expansion Construction Phase #5	3,500,000					3,500,000
	TOTAL WASTEWATER TRUST FUND	3,500,000	0	0	0	0	3,500,000

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - AIRPORT FUND							
Div.	AIRPORT FUND	2022-23	2023-24	2024-25	2025-26	2026-27	Total
4300	East Hangar Complex - Phase 1B	2,250,000					2,250,000
4300	Restripe Airfield Markings & Taxiway E Lighting & Signage	245,000					245,000
4300	West Apron Construction	2,250,000					2,250,000
4300	Construct Mid Section Taxiway A	300,000					300,000
4300	New Directional Signs	35,000					35,000
4300	Zero Turn and A/C Cab Mower	26,093					26,093
4300	Foreman Truck	31,338					31,338
4300	16' Enclosed Trailer	6,950					6,950
4300	DeLand Naval Air Station Pond	20,000					20,000
4300	Design rehabilitation of runway 5/23		275,000				275,000
4300	Wildlife Fencing / Wetland Mitigation		350,000				350,000
4300	Update Master Plan and ALP		385,000				385,000
4300	Design Taxiway B and C Rehab			300,000			300,000
4300	Construct rehabilitate runway 5-23			3,190,000			3,190,000
4300	Construct rehabilitate taxiway "B"				2,250,000		2,250,000
4300	Construct rehabilitate taxiway "C"				2,250,000		2,250,000
4300	Design Replacement T-Hangars				310,000		310,000
4300	Construct Fuel Farm				1,417,935		1,417,935
4300	Construct Replacement T-Hangars					3,069,000	3,069,000
4300	Design Taxiway Connector to Runway 5					280,000	280,000
	TOTAL AIRPORT FUND	5,164,381	1,010,000	3,490,000	6,227,935	3,349,000	19,241,316

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - STORMWATER FUND							
Div.	STORMWATER FUND	2022-23	2023-24	2024-25	2025-26	2026-27	Total
4500	Replace Ford F150 Crew Cab	45,214					45,214
4500	Replace Slope Mower	71,318					71,318
4500	Replace Mower	16,705					16,705
4500	Misc City Wide Pipe Lining Replacement	150,000					150,000
4500	Hubbard Ave & High St Drainage Improvements	250,000					250,000
4500	Boston Ave & Rich Ave Drainage Improvements	125,000					125,000
4500	Misc. Stormwater Improvements (Neighborhood)	100,000	100,000	100,000	100,000	100,000	500,000
4500	Misc Stormwater Improvements (Ponds)	25,000	25,000	25,000	25,000	25,000	125,000
4500	Fire Station Pump Design	400,000					400,000
4500	Replace 2013 Dual Tandem Trailer		10,000				10,000
4500	City Hall Pump Station		3,000,000				3,000,000
4500	Wisconsin Ave. and Woodland Blvd. (Marriot) Pipeline		225,000				225,000
4500	GIS SW infrastructure data collections		100,000				100,000
4500	Painter's Pond Improvements		250,000				250,000
4500	Earl Brown Pond Dredging & Improv Project		225,000				225,000
4500	Replace Radio Control Mower			50,000			50,000
4500	University Ave. and Stone St. Pipeline Improvements			500,000			500,000
4500	Walts Avenue Pond			75,000			75,000
4500	New Hampshire & S Garfield Ave Drainage & Pond Improv			175,000			175,000
4500	Replace 2014 Turf Maker 325 Hydroseeder				20,000		20,000
4500	Florida Ave. and Rich Ave. Drainage Improvements				1,200,000		1,200,000
4500	Crystal Cove Pump Station				75,000		75,000
4500	Bent Oaks Pond Improvements				100,000		100,000
4500	University Ave Drainage Improvements				476,000		476,000
4500	Replace Hydro Excavator Ring Power					200,000	200,000
TOTAL STORMWATER FUND		1,183,237	3,935,000	925,000	1,996,000	325,000	8,364,237

CITY OF DELAND
Request for Commission Action
September 19, 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

APPROVED BY: Michael Pleus, City Manager, September 15, 2022

SUMMARY/HIGHLIGHT:

The Budget amendment proposed is detailed on the attached summary. The amendment proposed is an adjustment to the Water & Sewer Fund to reflect the anticipated actual expenditures for the Woodland Blvd. and Mandrin St. water main project with FDOT. It is offset by additional anticipated revenues.

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	\$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 WATER AND SEWER 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:

WATER AND SEWER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		49,509,660	102,667	0	49,612,327
	Charges for Services				
401-0000-343-920	INFRASTRUCTURE FEES	313,013	102,667	0	415,680
EXPENDITURES		49,509,660	102,667	0	49,612,327
	Water Distribution				
401-4204-663-000-UT2107	WOODLAND & MANDARIN WATER MAIN	60,282	102,667	0	162,949

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, 2022-48 and 2022-57.

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

PASSED AND DULY ADOPTED this 19th day of September, 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
WATER & SEWER FUND				
REVENUES		102,667	0	
401-0000-343-920	INFRASTRUCTURE FEES	102,667		increase funding from Infrastructure Fees
EXPENDITURES		102,667	0	
401-4204-663-000-UT2107	WOODLAND & MANDARIN WATER MAIN	102,667		increase appropriation for Woodland & Mandarin Water Main Project

CITY OF DELAND
Request for Commission Action
September 19, 2022

SUBJECT: Consideration re Recognition of “Right of First Refusal” between HEINZ and the City of DeLand.

DEPARTMENT: Airport

PREPARED BY: john Eiff, Airport Manager

ATTACHMENTS: Right of First Refusal

APPROVED BY: Michael Pleus, City Manager, September 15, 2022

SUMMARY/HIGHLIGHT:

HEINZ is a company that wishes to build a 4,200 sf hangar in the Sport Aviation Village at the DeLand Airport. They would like to reserve Parcel #7 while they secure all permitting approvals and building materials. The attached First Right of Refusal Agreement reserves that parcel for HEINZ for a period of 1 year. Once permitting approvals and building materials are obtained, staff will come back with a lease agreement.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

HEINZ will pay \$2,000 for the Right of First Refusal.

RECOMMENDATION:

Staff recommends approval of the “Right of first refusal” agreement between HEINZ and the City of DeLand and authorizes the Mayor's Commissioner to execute the attached “Right of first refusal” agreement.

BACKGROUND/DISCUSSION:

N/A

AGREEMENT FOR RIGHT OF FIRST REFUSAL

THIS AGREEMENT FOR RIGHT OF FIRST REFUSAL (hereinafter the "Agreement") is made and entered into this ____ day of September 2022, by and between HEINZ PEIER, whose mailing address is Spruce Creek Airport, 100 Cessna Blvd. #1, Port Orange, FL 32128, hereinafter referred to as "HEINZ", and the CITY OF DELAND, a municipality of the State of Florida, whose mailing address is City Hall, 120 South Florida Avenue, DeLand, Florida 32720, hereinafter referred to as the "CITY".

WITNESSETH

WHEREAS, the CITY operates a municipal airport; and

WHEREAS, HEINZ is an Aircraft Sales and Service Company; and

WHEREAS, HEINZ has requested that the CITY grant to HEINZ, and the CITY desires to grant to HEINZ, a first right of first refusal with respect to a ground lease of real property located at the CITY's Airport as described herein; and

WHEREAS, the real property which is the subject of the right of first refusal granted in this Agreement is described in the Exhibit attached hereto and incorporated herein by this reference thereto which Exhibit is a document prepared by the CITY's Airport Manager and styled as "Image of Lease Description for Sport Aviation Village Parcel 7, at 1550 Old NDB Rd., DeLand, Florida 32724 (DeLand Municipal Airport)", dated September ____, 2022. (the real property shall hereinafter be referred to as the "Property"); and

NOW THEREFORE, for two thousand and no/100ths dollars (\$2,000.00) in hand paid by HEINZ to the CITY, and other good and valuable consideration, the receipt and sufficiency of which the CITY and HEINZ hereby acknowledge, the parties agree as follows:

SECTION 1. RIGHT OF FIRST REFUSAL.

(a). In the event that the CITY receives a *bona fide* offer in the form of a term sheet, a letter of intent or an executed lease (hereinafter the "Offer") to enter a ground lease relative to the Property, with no material terms yet to be negotiated, HEINZ shall have the prior, exclusive right to meet any such Offer, which Offer the CITY desires to accept.

(b). In the event of the receipt of such Offer which the CITY desires to accept, the CITY shall notify HEINZ in writing (hereinafter the "Notice") of all of the terms and provisions of said Offer while providing HEINZ with a copy thereof with the Notice. The Notice shall be transmitted by the CITY to HEINZ within five (5) business days of receipt of the Offer.

(c). HEINZ shall have the prior exclusive option to match the Offer at the same price or lease amount and on the same terms and conditions as contained in such Offer. HEINZ shall have five (5) business days from the receipt of the Notice to notify the CITY in writing if it elects to exercise its rights hereunder.

(d). If HEINZ fails to notify the CITY within the foregoing five (5)-day period, HEINZ shall be deemed to have elected not to exercise said option. If the CITY does not thereafter sell or lease the Property to the third party making such Offer at the price or lease amount and upon the terms and conditions set forth in the Notice, HEINZ's rights under this Agreement shall continue in full force and apply with respect to any new offer from the third party, or from another third party, to lease the Property.

(e). If HEINZ elects to exercise said option, the CITY shall execute a City of DeLand standard form ground lease for the Property with HEINZ within thirty (30) days thereafter. The two thousand and no/100ths dollars (\$2,000.00) paid by HEINZ to the CITY as consideration for this Agreement shall, in such event, be credited to the benefit of HEINZ toward it's initial \$2,000.00 worth of lease payments or security deposits.

(f). HEINZ's "right of first refusal" option under this Agreement shall continue in force for one (1) year from the date of this Agreement indicated in the opening paragraph of this Agreement. HEINZ shall not have the right to assign its rights under this Agreement to a third party.

(g). If HEINZ elects not to exercise its right of first refusal or this Agreement expires without a Notice having been given by the City, the \$2,000.00 paid to the City pursuant to this Agreement shall be deemed the property of the City and HEINZ shall have no claim to such money.

SECTION 2. NOTICES.

(a). Whenever either party desires to give notice unto the other, notice shall be sent to:

For the CITY: John Eiff
DeLand Airport Manager
1000 Flight Line Boulevard
DeLand, Florida 32724

With a copy to: Darren J. Elkind, Esquire
City Attorney
142 E. New York Avenue
DeLand, Florida 32724

For HEINZ: HEINZ PEIER
Spruce Creek Airport
100 Cessna Blvd. #1
Port Orange, FL 32128

(b). Either of the parties may change, by written notice, the addresses or persons for receipt of notices.

SECTION 3. EFFECTIVE DATE. This Agreement shall take effect on the date that this Agreement is fully executed by the parties.

SIGNATURE BLOCKS FOLLOW:

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the days and year set forth herein.

CITY OF DELAND, FLORIDA

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy, MMC
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, Esquire
City Attorney

HEINZ PEIER





CITY OF DELAND
Request for Commission Action
September 19, 2022

SUBJECT: Consideration re Renewal of Contract Agreement with Team Volusia Economic Development Corporation, FY 2022-2023.

DEPARTMENT: Community Development

PREPARED BY: Rick Werbiskis, Community Dev. Director

ATTACHMENTS: Contract FY23

APPROVED BY: Michael Pleus, City Manager, September 15, 2022

SUMMARY/HIGHLIGHT:

In 2010, the City along with the County of Volusia and other municipalities and businesses formed the Team Volusia Economic Development Corporation. The purpose of the organization is to bring public and private sector leaders together for the purpose of business recruitment. The attached agreement outlines our commitment as an Executive Level partner in the amount of \$25,000 which was included and approved in the FY 2022/2023 budget.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value job creation - retention and expansion of existing business and sites and new business development (business recruitment and site development).

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This item has a fiscal impact of \$25,000 which has been included in the approved FY 2022/23 budget.

RECOMMENDATION:

It is recommended that the City Commission approve the attached Cooperative Economic Development Agreement with Team Volusia Economic Development Corporation, Inc.

BACKGROUND/DISCUSSION:

Renewal of Team Volusia Agreement for economic development services.

COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2022 by and between the City of DeLand, a Florida municipal corporation, hereinafter referred to as "City", and Team Volusia Economic Development Corporation, a Florida non-profit corporation, hereinafter "TVEDC".

WHEREAS TVEDC intends to engage in a cooperative venture between the public and private sectors for the purpose of recruiting new businesses to Volusia County and, when requested by the City, fostering expansion of existing businesses within Volusia County; and

WHEREAS, to avoid a fragmentation of efforts and jurisdictional competition, various municipalities of Volusia County and the business community have come together to support a unified business development effort through TVEDC; and

WHEREAS the City Commission of the City of DeLand have agreed to appropriate the amount of **Twenty-Five Thousand Dollars and .00 cents (\$25,000.00)** in the budget for the fiscal year 2022-2023 to support economic development activities, such sum qualifies the City for a seat on TVEDC Executive Committee.

WHEREAS the City desires to contract with TVEDC to perform such economic development activities and to insure accountability for use of public funds.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the City and TVEDC hereby agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to support and implement a program of economic and business development and expansion throughout Volusia County in order to enhance the economic well-being of the citizens of the City. To this end, the City desires to contract with TVEDC in order to provide for implementation of the economic and business development program and to ensure accountability for the use of public funds.
2. **Program Funding.** The City shall pay to TVEDC the sum of **Twenty-Five Thousand Dollars and .00 cents (\$25,000.00)** ("City Funding"), such sum being the total compensation to be paid by the City for the work performed under this Agreement, unless this amount is reduced or rescinded as provided herein. The City may make one (1) annual payment equal to the City Funding on or before October 15, 2022. The City will receive quarterly reports which details the activities of TVEDC including the revenues and expenses for the period. The City shall contact TVEDC in writing when future funding for TVEDC is discussed at a public meeting.

3. Program Requirements.

- a. TVEDC shall plan, implement and evaluate a program to recruit new businesses to the City; to foster expansion of existing businesses within the City upon the City's request; and in a manner provided herein to forestall the relocation of businesses located in the City to a location outside of Volusia County. TVEDC will not assist the City or any existing business with the City's and/or existing business' attempt to relocate such existing business from any other city or Volusia County who is a member of TVEDC ("Other Governmental Entity"), unless either the City or such business provides TVEDC with written consent for such assistance from the Other Governmental Entity. TVEDC will not assist any Other Governmental Entity or any existing business with such Other Governmental Entity's and/or existing business' attempt to relocate such existing business from the City to any Other Governmental Entity, unless the Other Governmental Entity or such existing business provides TVEDC with written consent for such assistance from the City, which the City may refuse to provide in the City's sole discretion.
- b. It is the desire of the parties that businesses within Volusia County provide stable and rewarding employment for local citizens and that businesses respect the environment, appearance, and well-being of the City. TVEDC shall engage in good faith efforts to foster the goals of diversity and equitable minority participation in its economic development outreach, planning and programming actions. TVEDC shall pursue the goal of full economic participation in actions supportive of the ethnic and racial diversity of the City's community. Except as provided in Section 3.a. above, TVEDC shall disregard boundaries within Volusia County in its program and shall make all reasonable efforts to work with all sectors of local government and the Chamber Alliance, who shall be composed of the executives of several area Chambers of Commerce, in the implementation of its program. TVEDC shall use the funds herein provided for expenditures generally recognized as appropriate for economic and business development purposes. TVEDC shall separately account for use of public funds provided under this Agreement through generally accepted accounting methods. TVEDC shall also provide promotional materials and statistical studies to the City related to economic development.

4. **Promotional Efforts** TVEDC also agrees to create and maintain a landing page for the City on TVEDC's website providing factual redevelopment/economic development information requested by TVEDC and supplied by the City. The City will timely provide TVEDC with information regarding the City as requested from time to time by TVEDC for inclusion by TVEDC on the City's landing page. In addition, it is hereby agreed that TVEDC in its promotional materials will specifically include positive aspects of the City and, upon request, will provide (a) prospective businesses and industry outside Volusia County's jurisdictional limits and only as contemplated in Section 3.a. above, in Other Governmental Entity jurisdictional limits, and (b) existing businesses and industry inside the City's jurisdictional limits with the latest statistics on the City's growth and desirable features as a place to locate and expand. The City agrees to provide TVEDC with access to whatever information it has available to accomplish this task. Consistent

with the purposes set forth in Paragraph 1 above, TVEDC will promote the City's special districts and all other industrial/commercial sites located in the City.

5. **Fiscal Impact Analysis.** TVEDC will provide professional advice on proposed industrial/commercial sites located in the City and any other future areas deemed important by the City. As part of its scope of services, TVEDC shall perform, at the City's request, a fiscal impact analysis of its recommendation; such analysis shall include but not be limited to:
 - Present cost of direct out-of-pocket City and County incentives if any
 - Cost of tax revenues forgone, if any, plus interest
 - The amount of other tax revenue streams to be collected by the City
 - An estimate of any economic multipliers to be derived based upon a company's local purchases, etc.
 - An estimate of the break-even year
6. **Economic Development Intent** TVEDC's primary focus its effort on job creation and economic development. TVEDC shall actively work with and coordinate its efforts with the City and the Chamber Alliance. The City shall assign a staff member to serve on any of TVEDC Committees as needed and required. TVEDC shall provide the City with an annual report outlining the creation of all jobs within Volusia County and the City.
7. **Report of Operations.** Upon request, TVEDC shall provide the City with a copy of its annual audit performed by an independent certified public accounting firm.
8. **Future Funding.** Nothing in this Agreement shall obligate or commit the City to appropriate any funds in any subsequent fiscal year.
9. **Term of Agreement.** This Agreement shall commence on October 1, 2022 and shall continue in force for a one-year period ending September 30, 2023. In addition, this Agreement may be terminated upon any of the following events;
 - a. Written notice by TVEDC to the City terminating the Agreement with or without cause.
 - b. Written notice by the City to TVEDC of termination of the Agreement for failure or breach of TVEDC to perform its obligations hereunder.
 - c. Approval of a resolution by the City Commission amending the City budget to reduce or rescind the funds provided under this Agreement in accordance with Paragraph 2 above.

Because TVEDC is reasonably likely to have made financial commitments based upon the City Funding received, the effective date of any termination of this Agreement contemplated herein shall be effective thirty (30) calendar days after receipt by the non-terminating party ("Termination Effective Date"). Unless otherwise agreed by the City and TVEDC, upon termination of this Agreement by the City or by TVEDC prior to the end of the Term, TVEDC will reimburse to the City one quarter (1/4th) of the City Funding for each full calendar quarter of the Term remaining from the Termination Effective Date through the end of the Term, with payment being made within ten (10) business days after the Termination Effective Date.

10. **Notices.** Notices required under this Agreement shall be sent by U. S. Mail, first class, certified return receipt requested, or nationally recognized express document service to the following persons representing the parties:

City: City Manager – City of DeLand
120 S Florida Avenue
DeLand, FL 32720

TVEDC: Keith A. Norden, CEcD
President and CEO
Team Volusia Economic Development Corporation
One Daytona Blvd., Suite 240
Daytona Beach, FL 32114

11. **Indemnification.** TVEDC shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including attorneys' fees and costs, arising out of or resulting from the performance of its operations under this Agreement.

12. **Amendments.** This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral in effect between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this _____ day of _____ 2022.

CITY OF DELAND a Florida Municipal Corporation.

By: _____ Date: _____
City of DeLand, Mayor

Attest: _____ Date: _____
City of DeLand, City Manager

Attest: _____ Date: _____
City of DeLand, City Clerk

Team Volusia Economic Development Corporation, Inc., a Florida not-for-profit corporation

By: Keith Norden Date: July 12, 2022

Title: President + CEO

Attest: Abraham J. Robbins Date: July 12, 2022

CITY OF DELAND
Request for Commission Action
September 19, 2022

SUBJECT: Consideration re Renewal of Contract Agreement with the DeLand Area Chamber of Commerce, FY 2022-2023.

DEPARTMENT: Community Development

PREPARED BY: Rick Werbiskis, Community Dev. Director

ATTACHMENTS: Retention Contract 2022-23

APPROVED BY: Michael Pleus, City Manager, September 15, 2022

SUMMARY/HIGHLIGHT:

The City of DeLand has an annual contract with the DeLand Area Chamber of Commerce to perform a business retention and expansion program with all DeLand-based business sectors. The purpose of the program is to enhance business retention by facilitating communication between the public and private sector and to assist DeLand businesses in growing and expanding their operations.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value job creation - retention and expansion of existing business and sites and new business development (business recruitment and site development).

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This item has a fiscal impact of \$22,500 which has been included in the approved FY 2022/23 budget.

RECOMMENDATION:

It is recommended that the City Commission approve the attached Economic Retention Services Agreement with the DeLand Area Chamber of Commerce.

BACKGROUND/DISCUSSION:

Renewal of contract between the City of DeLand and the DeLand Area Chamber of Commerce

ECONOMIC RETENTION SERVICES AGREEMENT

This Agreement is made this 1st. day of October, 2022, by and between the City of DeLand, a Florida municipal corporation (hereinafter "City") and the DeLand Area Chamber of Commerce, a Florida not-for-profit corporation (hereinafter "Chamber") and in consideration of the mutual conditions and covenants contained herein, the parties agree as follows:

1. Services. The Chamber shall perform the following services for the City:
 - Identify, in consultation with City staff, approximately 25 existing businesses to cold call every month in an attempt to set up a visitation by appropriate members of the Chamber's Economic Retention Committee.
 - Appropriate members of the Chamber's Economic Retention Committee will visit no fewer than five (6) existing businesses in the Greater DeLand Area each month to determine business needs and encourage future growth.
 - Advise the City of any business that needs a follow up visit from City staff.
 - Serve as a "community liaison" to work with local businesses who have particular needs about which the community liaison can provide input or direction in solving.
 - Interface with Team Volusia as needed to facilitate meetings or other activities which will facilitate dissemination of information regarding the economic development strategy which is developed by Team Volusia for the area in which DeLand is located.
 - Provide a summary to the City each quarter which summarizes the efforts undertaken by the Chamber pursuant to this Agreement.
 - Provide individual reports to the city.
 - Invite city staff to Retention Program Committee meetings.
2. Term. This Agreement shall be for a term of one (1) year commencing on October 01, 2022, and ending on September 30, 2023.
3. Compensation. The City shall pay the Chamber for the work to be performed hereunder the total sum of \$22,500.00 by check on or before October 30, 2022.

4. Termination. If the City's city manager or his designee determines that the Chamber is not satisfactorily performing its obligations under this contract, City shall give Chamber written notice of the deficiency. In the event that the Chamber does not cure the deficiency to the satisfaction of the City, in its sole discretion, then the City may terminate this Agreement and no further compensation will be payable to the Chamber. In the event that any compensation has been pre-paid to Chamber, such compensation will be promptly refunded to the City.

5. Governing Law and Venue. This Agreement, the rights and obligations of the parties hereto, any and claims or disputes relating thereto, shall be exclusively governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall exclusively be in the state courts of competent jurisdiction sitting in Volusia County, Florida.

6. Costs of Enforcement. In the event of any litigation between parties hereto to enforce any of the provisions of this Agreement or any right of either party hereunder, the unsuccessful party to such litigation agrees to pay to the successful party all costs and expenses, including all reasonable attorney's fees, court costs and all other costs and expenses incurred therein by the successful party.

7. Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

8. Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

9. Waiver. No waiver of any breach of any agreement or provision in this Agreement shall be deemed a waiver on any preceding or succeeding breach of this Agreement. No extension of time or performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act.

10. Entire Agreement. This Agreement represents the entire agreement of the parties with respect of the subject matter of this Agreement, and all other prior agreements, written or oral, are hereby merged in this Agreement and are of no further force of effect. This Agreement may not be changed orally, but only by agreement in writing, signed, by the party against whom enforcement of any waiver, change, modification or discharge is sought.

11. Interpretation. It is the express agreement of the parties under the circumstances calling for the construction of interpretation of any of the provisions or terms herein, that this Agreement shall not be construed against a party by reason of responsibility for its drafting.

ATTEST:

City of DeLand

Julie A. Hennessy
City Clerk - Auditor

By: _____
Robert F. Apgar
Mayor - Commissioner

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

DeLand Area Chamber of Commerce

By: 
Janet Knauff
Executive Director

CITY OF DELAND
Request for Commission Action
September 19, 2022

SUBJECT: Consideration re Lease Agreement with DeLand Area Chamber of Commerce.

DEPARTMENT: Admin Services

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: 2022 Chamber Lease

APPROVED BY: Michael Pleus, City Manager, September 15, 2022

SUMMARY/HIGHLIGHT:

Since 2016, the DeLand Area Chamber of Commerce has leased office space at City Hall. Attached for consideration is a lease agreement that provides approximately 690 square feet of rentable space on the second floor of City Hall to the Chamber for the period October 1, 2022 through September 30, 2023. The lease agreement includes an option for a year renewal. Six parking spaces will be provided to Chamber employees for their personal vehicles in the City Hall parking lot. The lease rate for this space is \$16.43 per square foot per year with an annual COLA clause. The lease provides that the Chamber is responsible for the cost of additional telephone and computer lines/systems.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The City receives \$11,338.56 annually. The lease agreement includes an annual adjustment for COLA.

RECOMMENDATION:

Staff recommends that the City Commission approve the lease agreement.

BACKGROUND/DISCUSSION:

It is not unusual for Chambers of Commerce to be located within or next to city hall buildings. Benefits have been realized over the past year having the Chamber located within city hall such as new businesses assistance in that in one visit businesses could learn about Chamber activities and about city government functions such as starting new water/sewer accounts or obtaining business licenses. Also, if there are issues that need to be addressed, many times, a walk down the hall can remedy the issue efficiently and expeditiously.

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the “Agreement”) made and entered into this _____ day of _____ 2022, by and between the City of DeLand, a Florida municipal corporation, whose address is 120 South Florida Avenue, DeLand, Florida 32720 (hereinafter referred to as “Lessor”) and the DeLand Area Chamber of Commerce whose address is 120 South Florida Avenue, DeLand, Florida 32720 (hereinafter referred to as “Lessee”).

WITNESSETH

WHEREAS, Lessor is the fee owner of the real property in DeLand, Volusia County, Florida, such real property having a street address of 120 South Florida Avenue, DeLand, Florida, otherwise known as the DeLand City Hall; and

WHEREAS, Lessor is desirous of leasing three (3) rooms totaling approximately 690 square feet on the 2nd floor of the DeLand City Hall which are depicted in the attached Exhibit “A” (hereinafter referred to as the “Premises”) to the DeLand Area Chamber of Commerce and Orange City Alliance for use as office space; and

WHEREAS, Lessee is desirous of leasing the Premises from Lessor on the terms and conditions as contained herein.

NOW, THEREFORE, for and in consideration of mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Lessor leases to Lessee and Lessee leases from Lessor the above described Premises together with non-exclusive use of the appurtenant hallways, stairs, elevators and restrooms, for a term beginning on September 19, 2022 and ending on August 31, 2023 unless earlier terminated as provided herein. Lessor or Lessee may terminate this Agreement prior to the expiration of its term by providing the other party with 120 days advance written notice.

2. **RENEWALS.** So long as Lessee is completely current with its rent payments and is otherwise in full compliance with all of the terms, covenants and conditions of this Agreement, Lessee shall have the right and option to renew this Agreement, upon proper notice, for three (3) successive terms of one (1) year each under the same terms and conditions as the initial term of this Agreement, except as those terms and conditions may be modified in accordance with this Agreement. Written notice of Lessee's intention to renew shall be sent to Lessor not less than 90 days and not more than 180 days prior to the expiration date of the initial term or any renewal term of this Agreement.

3. **RENT.** Lessee shall pay Lessor as base rent for the premises the sum of \$944.88 per month, due in advance on the first day of each month. Rent will commence on October 1, 2022. All rent payments are subject to state and local sales' taxes at the rate or rates then in effect, which shall be due and payable at the same time as the rent installments.

4. ANNUAL COST OF LIVING ADJUSTMENTS. For any renewal term of this Agreement, the rent payable by Lessee shall be adjusted for the renewal term (year) in accordance with this subsection; provided, however, that in no event shall any annual adjustment be less than 3% nor more than 6%. The adjustment shall be based upon the latest available publications promulgated by the U.S. Department of Labor prior to September 1 of the renewal term to determine the average annual change in the Cost of Living Index (All Urban Consumers) for the twelve (12) months immediately preceding that date for which data is available. The annual cost of living adjustment shall be determined by applying the change in the Consumer Price Index to Lessee's then current rent.

5. USE OF PREMISES. The Premises shall be used and occupied by the Lessee and Lessee's immediate staff, exclusively, as the offices for the DeLand Area Chamber of Commerce and Orange City Alliance. No part of the Premises shall be used at anytime during the term of this Agreement by Lessee for the purpose of carrying on any other business, profession, trade of any kind, or for any purposes other than as an office for the DeLand Chamber of Commerce and Orange City Alliance. Lessee shall comply with any and all laws, ordinances, rules, and orders of any and all governmental or quasi-governmental authorities, as well as reasonable rules imposed by the Lessor specifically for the Premises, affecting the cleanliness, use, occupancy, and preservation of the Premises. Lessee shall have access to the premises during regular business hours when the DeLand City Hall is open for business. Lessee shall not be entitled, pursuant to this Agreement, to use any other rooms (except incidental use of restrooms, hallways, elevators, etc.) in the DeLand City Hall, except by specific permission granted by the Lessor.

6. CONDITION OF PREMISES. Lessee stipulates, represents, and warrants that Lessee shall examine the premises, and that Lessee shall accept said Premises in the condition in which they are delivered to Lessee. In the event that the condition of the Premises are not acceptable by Lessee in Lessee's sole discretion, then Lessee may terminate this Agreement by providing written notice to Lessor within ten (10) days after the Premises are available for occupancy.

7. PARKING SPACES. Lessee will be provided six (6) assigned parking spaces in the City Hall parking lot for which no additional rent will be charged. Chamber staff shall utilize the assigned parking ensuring customer parking is open and available at all times for customers and not staff.

8. CONFERENCE ROOMS. Lessee shall not use or otherwise occupy any conference room within the DeLand City Hall without first requesting use of such space from the Executive Assistant to the City Manager (currently Teri Byrnes) or such other person designated by the Lessor. The Lessor reserves the absolute right to refuse Lessee the use of any conference room or space within the DeLand City Hall. There shall be no additional rent charged for the use of conference room or other space.

9. TELEPHONES AND COMPUTERS. Prior to installing any telephone or computers within the Premises, Lessee shall coordinate with the Lessor's designated IT representative who shall review the equipment and installation plan for Lessee's telephone and computer equipment. No such equipment shall be installed without the prior review and approval by the Lessor's IT representative. With the exception of the review of the equipment and installation plan by the Lessor's IT representative, Lessee shall install all of its telephone and computer at its sole cost and expense.

10. ASSIGNMENT AND SUB-LETTING. Lessee shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof.

11. ALTERATIONS AND IMPROVEMENTS. Lessee shall make no alterations to the Premises or construct any interior walls or other structures.

12. NON-LIABILITY OF LESSOR. Lessor shall not be liable for any damages or injury of or to the Lessee, Lessee's guests, invitees, agents or employees or to any person(s) entering the Premises or the building of which the Premises are a part or to goods or equipment.

13. ATTORNEYS' FEES. Should it become necessary for Lessor to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Lessee agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

14. RECORDING OF AGREEMENT. Lessee shall not record this Agreement on the Public Records of any public office. In the event that Lessee shall record this Agreement, this Agreement shall, at Lessor's option, terminate immediately and Lessor shall be entitled to all rights and remedies that it has at law or in equity.

15. NON-WAIVER. No indulgence, waiver, election, or non-election by Lessor under this Agreement shall affect Lessee's duties and liabilities hereunder.

16. MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, or altered, or amended in any way except through written amendment signed by all of the parties hereto.

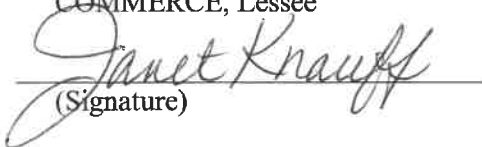
IN WITNESS WHEREOF, the parties have caused these presents to be duly executed.

EXECUTED by the Lessee this _____ day of _____, 2022.

EXECUTED by the Lessor this _____ day of _____, 2022.

DeLAND AREA CHAMBER OF
COMMERCE, Lessee

By:


(Signature)

Janet Knauff

(Printed name)

Executive Director

(Title)

CITY OF DeLAND, Lessor

By:

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

CITY OF DELAND
Request for Commission Action
September 19, 2022

SUBJECT: Consideration re Renewal of Travelers Wrap Plus Policy for Fiduciary Liability Coverage for City's Retirement Plans.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS: CITY OF DELAND - 22-23 FIDUCIARY PROPOSAL, Attorney email on 2022-2023 review of policies

APPROVED BY: Michael Pleus, City Manager, September 15, 2022

SUMMARY/HIGHLIGHT:

Brown and Brown (BB) is the City's Agent of Record insurance agent. The City annually purchases various lines of insurance coverage through BB. This specific line of coverage is called wrap plus from the Travelers Company. This insurance is for Designated Benefits plans and Fiduciary Liability coverage.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The total cost for coverage for FY 2022-2023 is \$14,885.88. The budget for FY 2022-2023 includes \$16,246.00 for this coverage.

RECOMMENDATION:

It is recommended the City Commission approve the contract and authorize the City Manager to sign it.

BACKGROUND/DISCUSSION:

The City has six retirement plans and has been with the Travelers for many years. The plans: Senior Director 401a, General Employee 401a, 457, General Employee, Police and Fire Defined Benefits plans. This policy is for fiduciary liability coverage for these plans.

CITY OF DELAND

INSURANCE PROPOSAL

FIDUCIARY LIABILITY
Effective: 10/01/2022 – 10/01/2023

Presented By:

Stephen Farmer
Executive Vice President
Profit Center Leader

Justin Anselmo, CRIS
Vice President

Laurie DeSandre, ARM, AAI
Account Manager / Team Leader

Darrell Vyse, AAI
Senior Marketing Analyst



This proposal contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, refer to the policy document. In the event of any differences between the policy and this summary, the policy will prevail.

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A.M. BEST FINANCIAL RATING.....	7
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**All coverages, forms and limits are presented strictly for the purpose of this proposal and do not constitute an insurance policy or contract.*

CLIENT SERVICE TEAM

PRODUCER	Justin Anselmo Vice President
Email	Justin.Anselmo@bbrown.com
Phone	(386) 239-8821
ACCOUNT MANAGER/TEAM LEADER	Laurie DeSandre, ARM, AAI
Email	Laurie.DeSandre@bbrown.com
Phone	(386) 239-7242
CLAIMS ANALYST	Felisha Reynolds, CPSR
Email	Felisha.Reynolds@bbrown.com
Phone	(386) 239-7209
MAIN OFFICE PHONE	(386) 252-9601
TOLL FREE OFFICE PHONE	(800) 877-2769

Travelers Casualty and Surety Company of America

PROPOSED FIDUCIARY COVERAGE

Client ultimately chooses value insured

Retirement Plans:

City of DeLand General Employees' Retirement Plan
 City of DeLand Firefighters' Retirement Plan
 City of DeLand Police Officers' Retirement Plan
 Nationwide 457 Plan
 Nationwide 401A DC Plan

Type of Form:

Designated Benefit Plan Fiduciary Liability Coverage – Claims-Made
 Claims Defense – Duty to Defend

Description of Coverage:	Limits of Liability:
All Claims Aggregate	\$3,000,000
Retention - Each Claim <i>Under Insuring Agreement A</i>	\$15,000
Continuity Date	10/01/2001
Prior & Pending Proceeding Date	10/01/2001

Defense Costs are Included Within the Limit of Liability

Coverage Details:	Limits of Liability:
Settlement Program - For each Settlement Program Notice, Which Amount is Included Within, and not in Addition to, any Applicable Designated Benefit Plan Fiduciary Limit of Liability	\$100,000
HIPAA Limit of Liability - Amount is Included Within, and not in Addition to, any Applicable Designated Benefit Plan Fiduciary Limit of Liability	\$100,000
502(c) Penalties Limit of Liability Amount is Included Within, and not in Addition to, any Applicable Designated Benefit Plan Fiduciary Limit of Liability	\$100,000

Extended Reporting Period:

Additional Premium Percentage – 75%
 Additional Months – 12

Annual Reinstatement:

Liability Coverage Limit of Liability – Not Applicable

Travelers Casualty and Surety Company of America

PROPOSED FIDUCIARY COVERAGE (Continued)

Client ultimately chooses value insured

Forms & Endorsements include (but are not limited to):

Standard Policy Forms & Endorsements as issued by ISO or Carrier
Designated Benefit Plan Fiduciary Liability Coverage Declarations
Designated Benefit Plan Fiduciary Liability Coverage
Cap on Losses from Certified Acts of Terrorism Endorsement
Federal Terrorism Risk Insurance Act Disclosure
Florida Changes Endorsement
Table of Contents Florida
Designation of Insurance Representative Endorsement
Waiver of Recourse Endorsement
Governmental Plan Endorsement
Global Coverage Compliance Endorsement
Addition of Specified Benefit Plan Endorsement

Exclusions Include (but are not limited to):

Standard Policy Exclusion as issued by ISO or Carrier
Any Coverage not Specified on This Policy

Contingencies:

Completed, Signed & Dated Application

SUMMARY OF PROPOSED PREMIUMS & RELATED INFORMATION

Premiums as Proposed:	Annualized Expiring:	Renewal:
Fiduciary Liability	\$ 15,621.00	\$ 14,594.00
Fees / Surcharges / Taxes	\$ -	\$ 291.88
Total Premium	\$ 15,621.00	\$ 14,885.88

PAYMENT PLAN

Line of Coverage:	Carrier:	Billing:	Payment Option:
Fiduciary	Travelers Casualty and Surety Company of America	Agency Bill	• Annual Premium Due in Full

A premium finance agreement is available upon request.

BINDING SUBJECTIVITIES

Line of Coverage:	Carrier:	Items Needed to Bind Coverage:
Fiduciary	Travelers Casualty and Surety Company of America	Payment of Premium in Full

Please refer to the individual proposed coverage parts for terms and conditions that this proposal may be subject to. This proposal is based upon the exposures to loss made known to the Agency. Any changes in these exposures (i.e., new operations, new products, additional states of hire, etc.) need to be promptly reported to us in order that proper coverage(s) may be put into place.

A.M. BEST FINANCIAL RATING

The insurance company providing coverage has the following A. M. Best* Financial rating:

* **Rating Guide:** A++ to C- = Highest to lowest rating
XV to I = Largest to smallest rating

	Line of Coverage:	Carrier:	Rating for Stability:	Rating for Assets / Surplus:
	Fiduciary	Travelers Casualty and Surety Company of America	A++	XV

A.M. BEST FINANCIAL RATING (Continued)

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile.

Financial Strength Rating Guide	
<i>Secure</i>	<i>Vulnerable</i>
A++, A+ (Superior)	B, B- (Fair)
A, A- (Excellent)	C++, C+ (Marginal)
B++, B+ (Good)	C, C- (Weak)
	D (Poor)
	E (Under Regulatory Supervision)
	F (In Liquidation)
	S (Suspended)

Financial Size Category Guide			
<i>Class</i>	<i>Adj. PHS (\$ Millions)</i>	<i>Class</i>	<i>Adj. PHS (\$ Millions)</i>
I	Less than 1	IX	250 to 500
II	1 to 2	X	500 to 750
III	2 to 5	XI	750 to 1,000
IV	5 to 10	XII	1,000 to 1,250
V	10 to 25	XIII	1,250 to 1,500
VI	25 to 50	XIV	1,500 to 2,000
VII	50 to 100	XV	2,000 or greater
VIII	100 to 250		

APPENDIX

RELATED INFORMATION

Compensation: In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or “pooled”) with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products & services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based on the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date the premiums are remitted to the insurance company or intermediary. In the event we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

Questions and Information Requests: Should you have any questions, or require additional information, please contact this office at 1-800-877-2769 or, if you prefer, submit your question or request online at: <http://www.bbinsurance.com/customerinquiry.shtml>.

SURETY BONDS

Brown & Brown has the capability to handle surety bonds. Our experienced professionals are proficient in Construction and Commercial Bonds. Construction bonds typically include Bid, Performance, Payment, Maintenance and Warranty bonds. Commercial bonds cover obligations typically required by law, statute or regulation. The following are just a few of the industry types that we can service:

- Condominium Associations
- Developers
- General Contractors
- Financial Services Industry
- Hazardous Materials and Waste
- Healthcare
- Manufacturing
- Oil & Gas
- Property Managers
- Restaurants
- Retail Industry
- Service Contractors
- Subcontractors
- Wholesalers/Suppliers/Distributors

Types of Commercial Bonds commonly written by Brown & Brown include:

Agricultural Dealers Bond	Medicare/Medicaid Bonds	Release of Lien Bonds
Appeal Bonds	Miscellaneous Bonds	Replevin Bonds
Citrus Dealer Bonds	Mobile Home Dealer Bonds	Right-of-Way Bonds
Court Bonds	Mortgage Broker Bonds	Seller of Travel Bonds
Customs Bonds	Motor Vehicle Dealer Bonds	Supply Bonds
Employee Dishonesty Bonds	Notary Public Bonds	Tax Bonds
Fidelity Bonds	Patient Trust Bonds	Title Agents Bonds
Franchise Dealer Bonds	Professional Solicitors Bonds	Utility Deposit/Payment Bonds
Fuel Tax Bonds	Public Official Bonds	Warehouse Bonds
Garnishment Bonds	Reclamation Bonds	Workers' Compensation Bonds
License & Permit Bonds	Recreational Vehicle Dealer Bonds	Yacht Broker/Salesman Bonds

For more information or questions, please contact our Bond Manager, Tyler Debord at 386-239-5703 or email at Tyler.Debord@bbrown.com.

EMPLOYEE BENEFITS

Brown & Brown is an insurance intermediary for Employee Benefits insurance. We are experts in analyzing plan design information and claim experience in order to make sure our clients have the best employee benefits package for their employee's at the most competitive cost. We broker the following products:

- Medical Insurance – Fully Insured / Self Insured / Dividend Plans
- Consumer Driven Health Plans – H.S.A's / HRA's
- Dental Insurance
- Basic and Voluntary Life Insurance
- Short and Long Term Disability
- Vision Insurance
- Flex Spending Accounts
- Employee Assistance Plan
- COBRA Administration
- Voluntary Products
- Legal Plans

We also realize the service intensive nature of Employee Benefits packages. Therefore, we have experienced Account Executives and Account Managers to assist our clients with all aspects of employee benefit plans including:

- Guarantee Renewals 45-60 days in advance
- Billing, Claims, Eligibility issues
- Electronic Enrollment
- Open Enrollment Assistance
- Benefits at a Glance / Benefit Business Cards
- Compensation Statements
- HR/ Benefits Website
- Employee Surveys

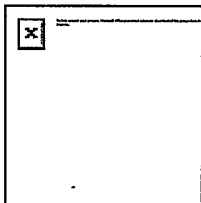
For more information or questions, please contact our Employee Benefits Manager, Dustin Smurdon at 386-239-8889 or email at Dustin.Smurdon@bbrown.com

Mark Hayward

From: Maring, Lorie <lmaring@fisherphillips.com>
Sent: Thursday, September 8, 2022 5:37 PM
To: Mark Hayward
Subject: RE: Checking in

Hi Mark – I just checked to confirm I responded to you on the contracts and don't see that I did. We reviewed and didn't have any issues. It is basically what we reviewed last year and the issues we had identified last year were either incorporated or resolved. Thanks!!

Lorie



Lorie L. Maring

Partner

Fisher & Phillips LLP

1075 Peachtree Street, NE | Suite 3500 | Atlanta, GA 30309

lmaring@fisherphillips.com | O: (404) 240-4225

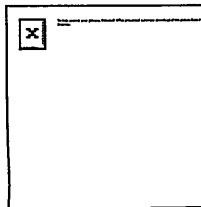
[vCard](#) | [Bio](#) | [Website](#) **On the Front Lines of Workplace LawSM**

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In compliance with requirements imposed by the Internal Revenue Service under IRS Circular 230, please note that any tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

From: Maring, Lorie
Sent: Monday, August 22, 2022 3:40 PM
To: Mark Hayward <haywardm@deland.org>
Subject: RE: Checking in

Hi Mark – I did get them and just moved it to the top of my inbox to review this week. thanks!



Lorie L. Maring

Partner

Fisher & Phillips LLP

1075 Peachtree Street, NE | Suite 3500 | Atlanta, GA 30309

lmaring@fisherphillips.com | O: (404) 240-4225

[vCard](#) | [Bio](#) | [Website](#) **On the Front Lines of Workplace LawSM**

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In compliance with requirements imposed by the Internal Revenue Service under IRS Circular 230, please note that any tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

From: Mark Hayward <haywardm@deland.org>
Sent: Monday, August 22, 2022 3:34 PM
To: Maring, Lorie <lmaring@fisherphillips.com>
Subject: Checking in

CAUTION: This email originated from outside of the Firm. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Lorie:

Just want to make sure you got the liability items I sent last week.

No rush, not going to City Commission (CC) till Sept 19th
Will need prior to Sept 7th your review.

Thanks
Mark

Mark C. Hayward, IPMA-SCP, SHRM-SCP, FPHRA
HR Director
City of DeLand
386-626-7096

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Verification: This message sent from haywardm@deland.org

CITY OF DELAND
Request for Commission Action
September 19, 2022

SUBJECT: Consideration re Renewal Contract for Fire Department Critical Care Cancer Insurance Policy.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS: City of DeLand FF Cancer - PTP N17938393 (22-23) Binder Letter (002)

APPROVED BY: Michael Pleus, City Manager, September 15, 2022

SUMMARY/HIGHLIGHT:

In May 2019, the State of Florida Legislature passed FS 112.1816 directing government agencies to provide at no cost to the Firefighter/EMT's critical care cancer insurance. In the event a FF/EMT is diagnosed by a board certified Dermatologist or Pathologist and confirmed in writing by an Oncologist with any of the 21 different types of cancer recognized by this state law, this insurance policy would immediately pay a one-time payment of \$25,000 to this employee. In addition, the City must add cancer coverage to the city's accidental death insurance policy in the amount of \$75,000. This statute went into effective July 1, 2019.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The insurance will cost the City \$11,752.00 for a one-year contract. The FY 2022-2023 budget includes funds for this expense.

RECOMMENDATION:

Staff recommends the City Commission approves the contract with CHUBB and authorize the City Manager to sign it.

BACKGROUND/DISCUSSION:

Brown and Brown (BB) the City's Agent of Record was successful in getting a favorable renewal rate from CHUBB. The City currently has 65 employees/retirees who meet the requirements of this statute. If the employee is diagnosed with cancer and it is determined to be work related, the costs associated with the medically directed treatment plan will be borne by the city's Workers Compensation program.

Chubb Accident & Health

11575 Great Oaks Way, Suite 200
Alpharetta, GA 30022

September 8, 2022

Policyholder Name: City of DeLand

Policy Number: PTP N17938393

Underwritten By: ACE American Insurance Company

CHUBB®

Dear Insured,

Thank you for placing the above referenced account with ACE American Insurance Company. This letter confirms that coverage for this account is bound effective October 1, 2022 to October 1, 2023 for a total premium of \$11,752.

Coverage is bound subject to all the terms, conditions and limitations as outlined in the ACE American Insurance Company Proposal dated August 2, 2022.

We look forward to being of service to you.

Sincerely,

Erin Haffner

Chubb Accident & Health Division

Florida Firefighter Cancer Solution

CHUBB®

Designed for: City of DeLand
120 S Florida Ave, 2nd floor, DeLand, FL 32720

Underwritten by: ACE American Insurance Company
For: Brown & Brown Daytona

Schedule of Benefits

Chubb Accident & Health is pleased to offer a proposal for cancer insurance underwritten by ACE American Insurance Company. This proposal is valid until the earlier of the proposed effective date or 90 days after the date it is issued. If by that date you have not accepted the terms we have offered in this proposal, it will no longer be valid. If you accept the terms of this proposal, coverage is subject to Chubb's determination that trade or economic sanctions or regulations do not prohibit us from binding coverage.

The U.S. Foreign Account Tax Compliance Act, commonly known as "FATCA", became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates from insurance companies. For information on how to obtain the applicable withholding certificate from Chubb U.S. insurance companies, please go to <https://www2.chubb.com/us-en/u-s-foreign-account-tax-compliance-act-fatca.aspx>.

Date Issued August 2, 2022

Proposed Effective Date October 1, 2022 to October 1, 2023

Eligibility

- Class 1: All Full-time Firefighters or Fire Investigators of the Policyholder who have been employed by the Policyholder for at least 5 continuous years.
- Class 2: All Full-time Firefighters or Fire Investigators of the Policyholder who have been employed by the Policyholder for less than 5 continuous years.
- Class 3: All Full-time Firefighters or Fire Investigators of the Policyholder who were employed by the Policyholder for at least 5 continuous years, have terminated employment with the Policyholder within the last 10 years and have continued coverage in his or her employer-sponsored health plan or group health insurance trust fund.

Premiums/Exposure

- Class 1: \$9,906 for 39 eligible Firefighters or Fire Investigators
- Class 2: \$896 for 14 eligible Firefighters or Fire Investigators
- Class 3: \$950 for 5 eligible Firefighters or Fire Investigators

Total Annual Premium \$11,752

Rate Guarantee 1 year

IMPORTANT NOTICE

The form and rate filing supporting this offering is pending approval with the Florida Office of Insurance Regulation. We may not issue this form until we receive that approval. However, in no event will the premiums presented be more than those expressed in this Proposal.

Plan Benefits & Covered Activities

Class 1:	First Diagnosis Cancer Benefit	
	Lump Sum Benefit:	\$25,000
	Cancer Death Benefit	
	Principal Sum:	\$75,000
Class 2:	Cancer Death Benefit	
	Principal Sum:	\$75,000
Class 3:	First Diagnosis Benefit Continuation	
	Lump Sum Benefit:	\$25,000

This information is a brief description of the important features of the proposed insurance plan underwritten by ACE American Insurance Company. It is not a contract of insurance. Coverage may not be available in all states or certain terms may be different if required by state law. Chubb NA is the U.S.-based operating division of the Chubb Group of Companies, headed by Chubb Ltd. (NYSE:CB) Insurance products and services are provided by Chubb Insurance underwriting companies and not by the parent company itself.

IMPORTANT NOTICE

THIS PROPOSAL HELPS SATISFY THE LUMP SUM BENEFIT REQUIREMENTS OF FLORIDA LAW SECTION 112.1816 ONLY, AND ONLY IF AN INSURED IS FIRST DIAGNOSED WITH A COVERED CANCER WHILE COVERED UNDER THIS POLICY. IT DOES NOT PROVIDE ALL THE RIGHTS AND BENEFITS AS PRESCRIBED IN 112.1816.

Terms & Conditions

Who Is Eligible For Insurance?

An individual in one of the eligible classes shown in the *Schedule of Benefits* is eligible for coverage.

When Does Coverage Go Into Effect?

Insurance for an eligible individual is effective on the latest of the policy effective date or the date he or she becomes eligible.

Coverage for an eligible individual who is not in active service on the date insurance would otherwise be effective will not go into effect until he or she returns to active service.

When Does Coverage Terminate?

An insured individual's coverage will end on the earliest of the date the policy terminates; the period ends for which premium is paid; or the date he or she is no longer eligible.

Benefits & Features

First Diagnosis Cancer Benefit

We will pay the benefit shown in the Schedule of Benefits if an Insured is First Diagnosed with Covered Cancer while covered under this Policy and has been employed by the Policyholder for at least 5 continuous years.

We will pay the First Diagnosis Cancer Benefit only once regardless of whether the Insured is Diagnosed with more than one of the Covered Cancers. Any Insured who has had a Diagnosis of a Covered Cancer prior to the Policy Effective Date or the Effective Date of the Insured's coverage will not be eligible for the First Diagnosis Cancer Benefit under this Policy for a Recurrence of that same Covered Cancer during the Policy Term.

First Diagnosis Benefit Continuation

If an Insured terminates employment with the Policyholder and elects to continue coverage in his or her employer-sponsored health plan or group health insurance trust fund, we will continue the First Diagnosis of Cancer Benefit for 10 years from the date of termination.

Cancer Death Benefit

If an Insured dies as the direct result of a Covered Cancer or treatment of a Covered Cancer while covered under this Policy, We will pay the Principal Sum shown in the *Schedule of Benefits*.

Exclusions

We will only pay benefits for a Covered Cancer or resulting from the treatment of a Covered Cancer. We will not pay benefits for:

- any illness or disease except for a Covered Cancer First Diagnosed while coverage under this Policy is in force;
- any other disease or incapacity that has been caused, complicated, worsened or affected by, or as a result of, Covered Cancer.
- a Covered Cancer that is Diagnosed or medically treated prior to the Effective Date of an Insured's coverage, including any Recurrence, of such Covered Cancer that is Diagnosed or medically treated either prior to or after the Effective Date of an Insured's coverage.
- any Covered Cancer that is Diagnosed prior to the effective date of Florida law, section 112.1816.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

About Chubb

In January 2016, ACE Limited acquired The Chubb Corporation and adopted the renowned Chubb name globally. Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients.

Chubb N.A. Accident & Health, a U.S.-based marketing division of the Chubb Group of Companies, is headquartered in Philadelphia, Pennsylvania. We are committed to a market-driven philosophy—responding to the special needs of our customers with insurance solutions that provide stability in an ever-changing market. Our superior underwriting expertise and solid financial strength provide the competitive advantage we need to distinguish ourselves in that marketplace. We offer innovative solutions by partnering with other Chubb businesses and teaming with specialty producers to provide a full range of global products and services.

We recognize that serious injuries can have a devastating impact on individuals and the families that survive them. That is why Chubb Accident & Health's corporate accident and sickness portfolio includes a breadth of products flexible enough to meet the needs of small, mid-size, and large Fortune 1000 companies with multinational employee populations around the world. These programs are available on an occupational, non-occupational, or 24-hour basis and may be packaged and administered as a single program. They can help to provide the critical financial security and resources necessary to deal with catastrophic loss.

For more information about our products and services, please visit www.chubb.com/accident

The Advantages of Doing Business with Chubb

Innovation

Our entrepreneurial business philosophy and expert industry knowledge allow us to remain flexible in finding the *right* solution.

Superior Solutions

We are dedicated, solutions-oriented professionals able to provide quick responses and expert handling of customer needs.

Global Protection

The Chubb global network can satisfy the insurance needs of companies operating worldwide.

Financial Strength

Consistently high ratings that reflect our financial strength and our ability to meet our obligations to our customers.

A.M. Best	A++
Standard & Poor's	AA
Moody	Aa3
Fitch	AA

Glossary of Terms

Please note, certain words used in this document have specific meanings.

“Covered Cancer” means the Diagnosis by a Doctor of any of the following types of cancer. A Doctor who is board-certified in the medical specialty appropriate for the type of cancer involved must confirm the Diagnosis in writing.

1. Bladder cancer
2. Brain cancer
3. Breast cancer
4. Cervical cancer
5. Colon cancer
6. Esophageal cancer
7. Invasive Skin Cancer
8. Kidney cancer
9. Large intestinal cancer
10. Lung cancer
11. Invasive Malignant Melanoma
12. Mesothelioma
13. Multiple myeloma
14. Non-Hodgkin's lymphoma
15. Oral cavity and pharynx cancer
16. Ovarian cancer
17. Prostate cancer
18. Rectal cancer
19. Stomach cancer
20. Testicular cancer
21. Thyroid cancer

Covered Cancer does not include Non-Invasive Skin Cancer, Non-Invasive Malignant Melanoma or any other cancer not specifically listed.

“Covered Loss” or “Covered Losses” means a condition covered under the Policy.

“Diagnosed, Diagnosis” means the definitive establishment of a Covered Cancer through the use of clinical or laboratory findings. The Diagnosis must be made by a Doctor who is a board-certified specialist where required in the Policy.

“Doctor” means a licensed health care provider acting within the scope of his or her license and rendering care or treatment to an Insured that is appropriate for the conditions and locality. It will not include an Insured's or a member of the Insured's Immediate Family or household.

“Employer” means a state board, commission, department, division, bureau or agency, or a county, municipality, or other political subdivision of the state.

“Firefighter” means an individual employed as a full-time firefighter within the fire department or public safety department of an Employer whose primary responsibilities are the prevention and extinguishing of fires; the protection of life and property; and the enforcement of municipal, county and state fire prevention codes and laws pertaining to the prevention and control of fires.

“Fire Investigator” means an individual employed as a full-time, Florida-certified fire investigator within the fire department or public safety department of the Policyholder whose primary responsibilities are the investigation of fires and explosives, the protection of life and property; and the

enforcement of municipal, county and state fire prevention codes and laws pertaining to the prevention and control of fires.

“First Diagnosed; First Diagnosis” means a Covered Cancer is initially Diagnosed during the Policy Term and while an Insured’s coverage under this Policy is in force. First Diagnosed or First Diagnosis does not include a previous Diagnosis of a Covered Cancer that occurred prior to the Policy Effective Date or an Insured’s effective date of coverage, for which there is a Recurrence of that same Covered Cancer during the Policy Term.

“Immediate Family” means an Insured’s parent, grandparent, spouse, partner to a Civil Union, Domestic Partner, child, brother, sister or in-laws.

“Insured” means a person in a Class of Eligible Persons for whom the required premium is paid making insurance in effect for that person.

“Invasive Malignant Melanoma” means a Diagnosis of malignant melanoma that is histologically classified as AJCC Stage I or greater.

“Invasive Skin Cancer” means a Diagnosis other than malignant melanoma that is histologically classified as AJCC Stage II or greater.

“Non-Invasive Malignant Melanoma” means a Diagnosis of malignant melanoma that is histologically classified as AJCC Stage 0 or in situ.”

“Non-Invasive Skin Cancer” means a Diagnosis of skin cancer other than malignant melanoma that has not invaded the reticular (lower) dermis and that is histologically classified as:

1. Clark’s Level I or II;
2. Breslow Thickness of less than .75mm; or
3. In situ, AJCC Stage 0 or I.

“Recurrence” means a Covered Cancer that was Diagnosed prior to the Policy Effective Date that has recurred (come back) after a period of time during which the Covered Cancer was medically determined by a board-certified specialist to have been successfully treated or in remission. Recurrence includes Covered Cancer that comes back to the same place as the original (primary) cancer Diagnosis.

“We,” “Our,” “Us” means the insurance company underwriting this insurance or its authorized agent.

CITY OF DELAND
Request for Commission Action
September 19, 2022

SUBJECT: Consideration re Third Party Access and Use Agreement for Fire Reports and EMS Charts with Zoll Data Systems, Inc (through Volusia County procurement).

DEPARTMENT: Fire

PREPARED BY: Kim Keith, Admin Coord.

ATTACHMENTS: Third Party Access and Use Agreement - City of DeLand 20220912 , Volusia County Order, 3rd Party Agreement Email

APPROVED BY: Michael Pleus, City Manager, September 15, 2022

SUMMARY/HIGHLIGHT:

Approval of the Third Party Access And Use Agreement For Fire Reports And EMS Charts With ZOLL Data Systems, Inc. is requested.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The proposed action ensures that the public safety services provided to the citizens of the City are modern, high quality, efficient and compliant with the controlling provisions of law while minimizing costs to the City as a result of sharing the report management system that Volusia County has purchased and has offered to various other Volusia County entities at no cost.

RECOMMENDATION:

Staff recommends that the City Commission approve the proposed Third Party Access And Use Agreement For Fire Reports And EMS Charts With ZOLL Data Systems, Inc. The company is a Volusia County vendor.

BACKGROUND/DISCUSSION:

The attached agreement with ZOLL Data Systems, Inc. will allow the City to procure and use a new report management system that Volusia County has purchased and is sharing with all fire and EMS agencies in the County. The new system will replace the City's Firehouse RMS software.

The City and other agencies within Volusia County have been working with the County and the vendor to develop a form of a third party agreement that is satisfactory to all parties. Ms. Suzie Darby, Activity Project Manager of the County's Department of Public Protection – Administration advised the City and all other agencies that the form of agreement had been developed and that the vendor had agreed to certain changes that were needed to make the agreement acceptable to all parties.

The vendor (ZOLL) entered a contract with the County, but now an additional contract document needs to be approved and executed by each municipality which will be using the ZOLL system as a third party under the County contract.

City fire operations are complex and highly regulated. Incident reporting is required by controlling law. Patient care, personnel management, fire inspection permits and vehicle assignments all have documentation and compliance requirements. The system provided by the County vendor is a cloud-based fire records management system that will enable the City Fire Department to manage all aspects of daily fire operations by means of a single, integrated, solution. The new system will save time, reduce errors and provides for prioritization of crew safety, saving lives and improved outcomes as opposed to being inundated with administrative reporting requirements.

ZOLL is an Asahi Kasei company and a Delaware corporation with offices in Broomfield, Colorado. It develops and markets medical devices and software solutions that help advance emergency care and save lives, while increasing clinical and operational efficiencies. With products for defibrillation and cardiac monitoring, circulation enhancement and CPR feedback, supersaturated oxygen therapy, data management, ventilation, therapeutic temperature management, and sleep apnea diagnosis and treatment, ZOLL provides a comprehensive set of technologies that help clinicians, EMS and fire professionals, as well as lay rescuers, improve patient outcomes in critical cardiopulmonary conditions. The Asahi Kasei Group, founded in 1922, began its operations as an ammonia and cellulose fiber business.

**THIRD PARTY ACCESS AND USE AGREEMENT – ZOLL FIRE REPORTS AND EMSCHARTS
FOR COUNTY OF VOLUSIA, FL**

THIS THIRD PARTY ACCESS AND USE AGREEMENT ("**Agreement**"), effective as of the date on which both parties have signed below, is entered into by and between the City of Deland ("**Third Party**") and ZOLL Data Systems, Inc. ("**ZOLL**") located at 11802 Ridge Parkway, Suite 400, Broomfield, CO 80021.

1. **Access and Use.** Subject to the terms and conditions of this Agreement, ZOLL grants Third Party a limited, revocable, non-exclusive right to access and use ZOLL Fire Reports and/or ZOLL emsCharts at ZOLL's designated URL (currently zoll.emscharts.com) (the "**Cloud Services**") solely for the purpose of submitting records to one or more entities identified as receiving entities for Third Party with respect to such records, which may include submitting patient care records to one or more entities identified as receiving hospitals or other receiving entities for Third Party with respect to the patients named in such records and for other authorized purposes (the "**Access and Use**"). ZOLL reserves the right to monitor such Access and Use and use the results of such monitoring for any lawful purpose. Third Party's Access and Use requires an active agreement(s) between ZOLL and the County of Volusia, FL for the implemented Cloud Services (ZOLL Fire Reports and/or emsCharts).

2. **Authorization.** Third Party represents, warrants and covenants that (A) it has the full right, power and authority for the Access and Use; (B) the Access and Use do not violate any agreement, law, regulation or other legal standard, including but not limited to any business associate agreement or other requirement of Health Insurance Portability and Accountability Act of 1996, as amended; (C) ZOLL will not as a result, or arising out, of the Access and Use (i) be an agent of Third Party; (ii) receive, maintain or transmit protected health information on behalf of Third Party; or (iii) make any representation or warranty, or have any liability, to Third Party; (D) Third Party will not be a third party beneficiary under an agreement between ZOLL and any customer.

3. **Restrictions.** Without limiting any other term or condition of this Agreement, Third Party shall not, and shall not permit any other third party to: (a) use, reproduce, modify, adapt, alter, translate or create derivative works from the Cloud Services, the software that underlies the Cloud Services, as modified, updated and enhanced from time to time (the "**Underlying Software**") or the documentation or users manuals from time to time made available by ZOLL for the Cloud Services (the "**Instructions**"); (b) merge the Cloud Services, Underlying Software or Instructions with other software or services; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to the Cloud Services, Underlying Software or Instructions to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the Source Code (as defined in Section 8) for the Cloud Services or Underlying Software; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the Cloud Services, Underlying Software or the Instructions; (f) use the Cloud Services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Cloud Services; (g) introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful; (h) otherwise attempt to interfere with the proper working of the Cloud Services; or (i) otherwise use or copy the Cloud Services, Underlying Software or Instructions in any manner not expressly permitted by the Agreement. Third Party agrees not to use the Cloud Services in excess of its authorized login protocols. Third Party shall immediately notify ZOLL of any unauthorized use of Third Party's login ID, password or account or other breach of security. If Third Party becomes aware of any actual or threatened activity contemplated by the restrictions on use set forth in this Agreement, Third Party will, and will cause its users to, immediately take all reasonable measures necessary to stop the activity or threatened activity and to mitigate the effect of such activity including: (i) discontinuing and limiting any improper access to any data; (ii) preventing any use and disclosure of improperly obtained data; (iii) destroying any copies of improperly obtained data that may have been made on the systems of Third Party or its users; (iv) otherwise attempting to mitigate any harm from such events; and (v) immediately notifying ZOLL of any such event so that ZOLL may also attempt to remedy the problem and prevent its future occurrence.

4. **Confidentiality.** Third Party will not use any trade secrets, business or financial information, computer software, machine or operator instructions, business methods, procedures, know how, technical, marketing, financial, employee, planning or other information that relates to the business or technology of ZOLL and is marked or identified as confidential or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential ("**Confidential Information**") for any purpose not expressly permitted by this Agreement, and will further disclose the Confidential Information only to the employees or contractors of Third Party who have a need to know Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than Third Party's duty hereunder. Third Party will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as Third Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. the Cloud Services, the Underlying Software and Instructions shall be Confidential Information (including without limitation any routines, subroutines, directories, tools, programs, or any other technology included in the Cloud Services or Underlying Software), notwithstanding any failure to mark or identify it as such. Third Party's obligations under this Section 4 with respect to any Confidential Information will terminate if and when Third Party can document that such information: (a) was already lawfully known to Third Party at the time of disclosure by ZOLL; (b) is disclosed to Third Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of Third Party has become, generally available to the public; or (d) is independently developed by Third Party without access to, or use of, Confidential Information. In addition, Third Party may disclose Confidential Information to the extent that such disclosure is: (i) approved in writing by ZOLL, (ii) necessary for Third Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, *provided that* Third Party notifies ZOLL of such required disclosure in writing prior to making such disclosure and cooperates with ZOLL, at ZOLL's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

5. **Warranties.** THE CLOUD SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. ZOLL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT TO THE CLOUD SERVICES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. THIRD PARTY ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES AND THAT NO WARRANTIES ARE MADE HEREIN BY ZOLL OR ANY OF ITS REPRESENTATIVES OR SUPPLIERS WITH RESPECT TO THE CLOUD SERVICES AND THAT NO WARRANTIES ARE MADE BY ANY OF ZOLL'S LICENSORS OR SUPPLIERS.

6. **Limitation on Liability.** IN NO EVENT WILL ZOLL OR ANY OF ITS REPRESENTATIVES OR LICENSORS OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST DATA, LOST PROFITS AND COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THE CLOUD SERVICES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF ZOLL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Third

party acknowledges that these limitations reflect the allocation of risk set forth in this Agreement and that ZOLL would not enter into this Agreement without these limitations on its liability, and Third Party agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. In addition, ZOLL disclaims all liability of any kind of ZOLL's licensors and suppliers.

7. **Indemnification.** Except to the extent prohibited by Section 768.28, Florida Statutes, Third Party agrees to defend, indemnify and hold harmless ZOLL, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees, including reasonable attorneys' fees ("**Claims**") arising out of or relating to Third Party's violation of this Agreement or access to, and use of, the Cloud Services other than as expressly authorized in this Agreement. The foregoing obligations are conditioned on ZOLL: (i) notifying Third Party promptly in writing of any such Claim; (ii) giving Third Party sole control of the defense thereof and any related settlement negotiations; and (iii) cooperating with Third Party and, at Third Party's request and expense, assisting in such defense.

8. **Ownership.** All right, title and interest, including but not limited to all existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications, know how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing ("**Intellectual Property Rights**"), in and to the following are the exclusive property of ZOLL (or, as the case may be, its licensors and suppliers): (i) the Cloud Services, Underlying Software and Instructions and all proprietary technology used by ZOLL to perform its obligations under this Agreement; (ii) all software, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques and inventions that ZOLL makes, develops, conceives or reduces to practice, whether alone or jointly with others; (iii) the fully compiled version of any of the foregoing software programs that can be executed by a computer and used without further compilation (the "**Executable Code**"); (iv) the human readable version of any of the foregoing software programs that can be compiled into Executable Code (the "**Source Code**"); (v) all enhancements, modifications, improvements and derivative works of each and any of the foregoing; and (vi) all ideas, suggestions or other comments provided by Third Party or its representatives to ZOLL regarding each of the foregoing or otherwise in any form, manner or place (the "**ZOLL Property**"). If any derivative work is created by Third Party from the Cloud Services, Underlying Software or Instructions, ZOLL shall own all right, title and interest in and to such derivative work. Any rights not expressly granted to Third Party hereunder are reserved by ZOLL (or its licensors and suppliers, as the case may be).

9. **Termination.** Either party may terminate this Agreement immediately upon notice to the other party. Upon termination of this Agreement: (a) all rights granted to Third Party in this Agreement will immediately cease to exist; and (b) Third Party must promptly discontinue all use of the Cloud Services and return or destroy, all copies of the Instructions in Third Party's possession or control.

10. **Notices.** All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, electronic facsimile, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth below such party's signature and, in the case of ZOLL, to the attention of the Chief Financial Officer (or to such other address or person as from time to time provided by such party in accordance with this Section), and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner.

11. **Assignment.** Third Party may not assign or transfer, by operation of law or otherwise, any of its rights under this Agreement to any third party without ZOLL's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. ZOLL shall have the right to assign this Agreement to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise.

12. **Amendment.** This Agreement may not be amended except in writing signed by both parties. Any waiver or failure to enforce any provision of this Agreement once will not be a waiver of any other provision or of such provision on any other occasion.

13. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral.

IN WITNESS WHEREOF, each party has executed this Agreement on the date that appears below such party's name.

ZOLL Data Systems, Inc.

Address: 11802 Ridge Parkway, Suite 400

Broomfield, CO 80021

Authorized Signature:

DocuSigned by:

Sandy King

S1P23A004C9944D5...

Name:

Sandy King

Title:

Director of Operational Accounting

Date:

9/12/2022 | 1:34 PM PDT

Third Party: City of DeLand

Address: 120 South Florida Avenue

DeLand, FL 32720

Authorized Signature:

Name: Robert Apgar

Title: Mayor

Date:

ORDER**Order No. Q-10955**

THIS ORDER FORM (this "**Order**") is made as of the date on which both parties have signed below (the "**Effective Date**") by and between ZOLL Data Systems, Inc., a Delaware corporation with offices at 11802 Ridge Parkway, Suite 400, Broomfield, CO 80021, accountsreceivable@zoll.com ("**ZOLL**") and County of Volusia with offices at 123 W. Indiana Avenue, Room 302, DeLand, FL 32720 (the "**Customer**").

Bill To: Volusia County Fire Rescue 125 W. New York Ave., Suite 220 Deland, FL 32720 Email for Notices: rmatusiak@volusia.org	Ship To: Volusia County Fire Rescue 125 W. New York Ave., Suite 200 Deland, FL 32720
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Territory Manager: Kayleb Bowes**Offer Expires:** 8/10/2022

ASP Services			
Item	Description	Quantity	Price
ZFR-IM	ZOLL Fire Reports - Inventory Module (Per PCR)	1,666	\$0.00
ZFR-OM	ZOLL Fire Reports - Operations Modules (Per Incident)	1,666	\$0.00
ZFR-SCH	ZOLL Fire Reports - Scheduling Interface (Per Incident)	1,666	\$0.00

Comments: Fees = \$0 for this Order. For clarification, fire codes not included.

License Grant. Subject to the terms and conditions of the Agreement, ZOLL only grants to Customer during the Term (as defined below), a non-exclusive, non-sublicensable, non-transferable, revocable license to access and use the ASP Services listed in the table above with software made available to Customer through the web site located at a unique URL to be provided by ZOLL solely for Customer's internal test purposes in the Quantity listed above.

Term. Unless earlier terminated as set forth in the Agreement, the term of this Order shall begin on the Effective Date and expire thirty (30) days after the Effective Date (the "**Term**").

Warranties. The ASP Services are provided "AS IS". ZOLL expressly disclaims all warranties with respect to the ASP Services, including any warranties of merchantability, fitness for a particular purpose, title and non-infringement of third party rights. Customer acknowledges that it has relied on no warranties and that no warranties are made herein by ZOLL or any of its representatives or suppliers with respect to the ASP Services.

Limitation on Liability. In no event will ZOLL or any of its representatives or suppliers be liable for any direct, indirect, consequential, exemplary, special, or incidental damages, including without limitation any lost data, lost profits and costs of procurement of substitute goods or services, arising from or relating to this Order, however caused and under any theory of liability (including negligence), even if advised of the possibility of such damages.

System and Organization Controls (SOC) Report. Upon Customer's, ZOLL will provide a copy of its current SOC 2 Type 2 Report (or successor equivalent report), which ZOLL represents is confidential information and proprietary to ZOLL; as such, it would be provided to Customer under assertion of trade secrets protection.

Notices. ZOLL may send a courtesy copy of notices to the "Email for Notices" address listed at the beginning of the Order. In addition, all notice required under the Agreement shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this paragraph. For the present, the parties designate the following:

In the case of Customer:	with a copy of legal notices to:
County of Volusia Attn: Director of Purchasing & Contracts Address: 123 W. Indiana Ave., Rm. 302 DeLand, Florida 32720 Phone: 386-736-5935	County of Volusia Attn: County Attorney Address: 123 W. Indiana Ave., Rm. 301 DeLand, Florida 32720 Phone: 386-736-5950
In the case of ZOLL:	
ZOLL Data Systems, Inc. Attn: Chief Financial Officer Address: 11802 Ridge Park Way Suite 400 Broomfield, CO 80021	

Choice of Law. The Agreement will be governed by and interpreted in accordance with the laws of the State of Florida without reference to its choice of law rules.

ORDER**Order No. Q-10955****Additional Terms for Political Subdivision of the State of Florida:**

- 1) **Payments.** Notwithstanding anything to the contrary in Section 2 (Payment) of the Terms and Conditions: (a) pursuant to Section 218.74, Florida Statutes, Customer will pay ZOLL all amounts due under this Agreement within 45 days after the date of the invoice; (b) Customer shall have no obligation to pay any expenses (including reasonable attorney's fees) incurred by ZOLL in connection with collection of late payments, to the extent prohibited by Chapter 768.28, Florida Statutes; and, (c) after the Initial Term, ZOLL may increase Fees annually.
- 2) **Indemnification.** To the extent the terms and conditions of Subsection 5.2 (Customer) of Section 5 (Indemnification) of the Terms and Conditions are prohibited by Section 768.28, Florida Statutes, Subsection 5.2 shall not apply. Customer agrees to be fully responsible for its own acts of negligence, and its agents' acts of negligence when acting within the scope of their employment, and agrees to be liable for any damages proximately caused thereby; provided, however, that to the extent required by Section 768.28, Florida Statutes, the parties agree that Customer's liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this Agreement.
- 3) **Customer Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 6 (LIMITATION OF LIABILITY) OF THE TERMS AND CONDITIONS, TO THE EXTENT REQUIRED BY SECTION 768.28, FLORIDA STATUTES, THE PARTIES AGREE THAT CUSTOMER'S LIABILITY IS SUBJECT TO THE MONETARY LIMITATIONS AND DEFENSES IMPOSED BY SECTION 768.28, FLORIDA STATUTES. NOTHING HEREIN IS INTENDED TO SERVE AS A WAIVER OF SOVEREIGN IMMUNITY BY THE PARTIES, NOR SHALL ANYTHING HEREIN BE CONSTRUED AS CONSENT BY THE PARTIES TO BE SUED BY ANY THIRD PARTY FOR ANY CAUSE OR MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT.
- 4) **Audits and Inspections.** Notwithstanding anything to the contrary in Subsection 9.2 (Audits and Inspections) of Section 9 (General Provisions) of the Terms and Conditions, the costs of the audit will be paid solely by ZOLL.
- 5) **Revocation of Administrative Rights.** Notwithstanding anything to the contrary in Subsection 6.7 (Revocation of Administrative Rights) of Section 6 (Service Level Agreement) of the ASP Services Addendum, ZOLL may not revoke administrative rights, including database access rights, if the use of any such rights results in more than five (5) Support Tickets.
- 6) **Verification of Employment Eligibility.** ZOLL and each applicable subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. The rights and remedies provided by Section 448.095, Florida Statutes will apply to ZOLL's violation thereof.
- 7) **Public Entity Crime Act.** ZOLL represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. ZOLL further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether ZOLL has been placed on the convicted vendor list.
- 8) **Discriminatory Vendor and Scrutinized Companies List; Countries of Concern.** ZOLL represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. ZOLL represents and certifies that it is not, and for the duration of the term will not be, ineligible to contract with Customer on any of the grounds stated in Section 287.135, Florida Statutes. ZOLL represents that it is, and for the duration of the term will remain, in compliance with Section 286.101, Florida Statutes.
- 9) **Public Records.** Customer is a public agency subject to Chapter 119, Florida Statutes. To the extent ZOLL is acting on behalf of Customer pursuant to Section 119.0701, Florida Statutes, ZOLL shall comply with all applicable public records laws as "contractor," specifically to:
 - a. Keep and maintain public records required by the public agency to perform the service.
 - b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
 - d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PURCHASING@VOLUSIA.ORG, 386-736-5935, BY MAIL: PURCHASING AND CONTRACTS DIVISION, ATTN: PUBLIC RECORDS CUSTODIAN, 123 W. INDIANA AVE. RM 302 DELAND, FL 32720.

ORDER

Order No. Q-10955

10) **Third Party Providers.** Customer’s third party EMS agencies must sign ZOLL’s standard ZOLL Fire Reports Third Party Access and Use Agreement.

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS, AND APPLICABLE ADDENDA, AVAILABLE AT <https://www.zolldata.com/legal>, WHICH ARE INCORPORATED BY REFERENCE. BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES HAVING READ AND AGREES TO AND INTENDS TO BE BOUND BY THEM. HARD COPIES ARE AVAILABLE UPON REQUEST.

Order of Precedence. In the event of any inconsistency between such terms and conditions, and applicable addenda, and this Order, the terms and conditions of this Order will control.

Each person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms of this Order. By signing below, the parties agree to the terms and conditions of this Order. Once signed, any reproduction of this Order made by reliable means (for example, photocopy or facsimile) is considered an original and all Products and Services ordered and provided under this Order will be subject to it.

ZOLL Data Systems, Inc.

Authorized Signature:

County of Volusia

Authorized Signature:

DocuSigned by:
Sandy King
D4D2A604C8044D5...

Name: Sandy King
Title: Director of Operational Accounting
Date: 7/20/2022 | 14:11:48 PDT

DocuSigned by:
Pam Wilsky
E6E72DB46EB548A...

Name: Pam Wilsky
Title: Purchasing Director
Date: 7/20/2022 | 17:12:57 EDT

Certificate Of Completion

Envelope Id: 5D863E9D677E45C698A1C548B7127D68

Status: Completed

Subject: Please DocuSign: ZDS + Volusia County Order Q-10955 (ZFR Trial)

Source Envelope:

Document Pages: 3

Signatures: 2

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:

John Duckworth

119 W. Indiana Ave.

DeLand, FL 32720

jduckworth@volusia.org

IP Address: 74.191.71.218

Record Tracking

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jduckworth@volusia.org

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Pool: County of Volusia

Location: DocuSign

Signer Events

Sandy King

sking@zoll.com

Director of Operational Accounting

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:

Sandy King

D1D2A604C6944D5...

Signature Adoption: Pre-selected Style

Using IP Address: 64.58.7.188

Timestamp

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Viewed: 7/20/2022 4:09:54 PM

Signed: 7/20/2022 5:11:48 PM

Electronic Record and Signature Disclosure:

Accepted: 7/20/2022 4:09:54 PM

ID: 87b74a72-ad55-4ede-a6ee-3a3ff168b658

Pam Wilsky

pwilsky@volusia.org

Purchasing Director

Volusia County Purchasing Division

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Pam Wilsky

F6F72DB46FB548A...

Signature Adoption: Pre-selected Style

Using IP Address: 74.191.71.218

Sent: 7/20/2022 5:11:49 PM

Viewed: 7/20/2022 5:12:51 PM

Signed: 7/20/2022 5:12:57 PM

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Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

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Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	7/20/2022 5:12:51 PM
Signing Complete	Security Checked	7/20/2022 5:12:57 PM
Completed	Security Checked	7/20/2022 5:12:57 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Volusia (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Volusia:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: 386-736-5922

To contact us by email send messages to: cbarber@volusia.org

To contact us by paper mail, please send correspondence to:

County of Volusia
119 W. Indiana Ave.
c/o Christine Barber
DeLand, FL 32720

To advise County of Volusia of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cbarber@volusia.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Volusia

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cbarber@volusia.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Volusia

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cbarber@volusia.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Volusia as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Volusia during the course of your relationship with County of Volusia.

Kim Keith

From: Fred Link
Sent: Thursday, August 4, 2022 12:07 PM
To: Kim Keith
Subject: FW: 3rd party agreement attached
Attachments: ZDS_Volusia_County_Order_Q.pdf; Third Party Access and Use Agreement - ZOLL Fire Reports and emsCharts 20220801 [Volusia County FL version].pdf

From: Suzie Darby <SDARBY@volusia.org>
Sent: Tuesday, August 2, 2022 5:40 PM
To: Fred Link <Linkf@deland.org>
Subject: Fwd: 3rd party agreement attached

I got a notice that Chief Allen was out of the office. So I figured that I would send this to you. Can you route to the appropriate person?

Thanks

Suzie

>>> Suzie Darby 8/2/2022 5:37 PM >>>

Chiefs-

Yeah! I have a final 3rd party agreement from Zoll legal... Below is a description of the changes that were made from the first draft that I sent you.

Changes:

1. Now covers both ZOLL Fire Reports and emsCharts in a single form. ZOLL Fire Reports would activate first. When the County adds both ZOLL Fire Reports and emsCharts to the ongoing order, both applications could be accessed.
2. Removes the statement that maintenance/support isn't available for these users.
3. Adds the note about Section 768.28, Florida Statutes for government agencies.

Please get the attached 3rd party document signed by your city. This will be an agreement between the city and Zoll. The County has already signed a contract with Zoll. An additional contract needs to be signed by each municipality since they will be using the Zoll system as a 3rd party. I have attached a copy of the contract that the County has signed. See item 10 at the top of page 3 regarding 3rd party agencies. This is the reason why each city must sign the 3rd party agreement. Once your municipality has signed the agreement, then you can have access to the sandbox.

I will need two copies of the 3rd party document with original signatures. Print two copies of the agreement and get them both signed. That way I can send you an original copy for your files (once Zoll signs it) and then Zoll can have an original file too. Just an FYI - due to the amount of the contract (zero \$ agreement), our contract was signed by our Purchasing director. It did not need to go to our Council.

Once it is signed, send me a copy via email. Then send the two signed copies to my attention at the address below.

Please let me know if you have any questions. I'm here to help.

Suzie

Suzie Darby
Activity Project Manager
County of Volusia
Department of Public Protection - Administration
125 W. New York Ave., Suite 183
DeLand, FL 32720
386-740-5120 ext. 12175
386-626-6618 Fax
sdarby@volusia.org

DISCLAIMER: The information contained in this electronic message is legally privileged and confidential and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient you are hereby notified that any dissemination of this e-mail or any of its attachments or components may constitute a violation of Florida Statute 119. If you have received this e-mail in error, immediately destroy the document, and please contact the sender. Please note that Florida has a broad public records law, and that all correspondence with us via email may be subject to disclosure.

Verification: This message sent from Linkf@deland.org

CITY OF DELAND
Request for Commission Action
September 19, 2022

SUBJECT: Consideration re Approval of Property/Casualty, General Liability, Auto Insurance, Worker's Compensation and Ancillary Coverage Renewal.

DEPARTMENT: Admin Services

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: DeLand 2022 - 2023 P&C Renewal Proposal 08.29.2022 - DED

APPROVED BY: Michael Pleus, City Manager, September 15, 2022

SUMMARY/HIGHLIGHT:

In May 2021, the Commission approved a two-year coverage renewal from World Risk Management/Public Risk Management of Florida (WRM/PRM). The agreement is applicable for the following lines of insurance coverage: General Liability, Property (wind and ex-wind) and Workers' Compensation. This agreement allowed staff to lock in current rates for two-years subject to exposure increases and additional lines of coverage. The attached renewal reflects the lock in rate with an increase in premium due to property value/exposure, payroll and claim history.

All premium proposals are listed below, including ancillary coverages for Cyber Liability, Excess Crime, Pollution.

Property & Crime

The premium for Property and Crime coverage increased by 4.58% due to property values, claims history, exposure and effect of COVID 19/Communicable Disease for Property Insurers. The premium amount quoted is \$492,472.00.

Boiler & Machinery

The premium for Boiler & Machinery coverage increased by 5.57%. The premium quoted is \$17,087.00.

Liability

The liability market has been fairly stable except for Law Enforcement & Auto. For Auto Liability, vehicle repairs have seen an overall increase due to advanced electronic components, etc. Distracted driving has also driven up claims in the pool. Liability increased 13.3% due to claims history and increased payroll. The premium quoted is \$245,157.00.

Workers Compensation

The workers compensation premium showed a 13.2% increase due to claims and an increase in payroll. The premium amount quoted is \$219,423.00.

Excess Crime

The excess crime premium showed 1.9% increase at \$5,023.00.

Ex-Wind Property

The ex-wind property rate increased to 3% for the same reason the property premium increased. The premium amount quoted is \$37,483.00.

Pollution

Pollution liability premium showed an 8.32% decrease. The premium amount quoted is \$27,146.00.

Cyber Liability

There has been a significant increase in cyber liability coverage due to an increase in cyber security related attacks nationwide. The quote showed a 25.7% increase in premium and deductible of \$75,000.00. The premium quoted is \$22,504.00.

Airport

Airport premium remains the same at \$4,370.00.

*** Premiums would be subject to change based on increases/decreases to payroll, property exposure and claim history***

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Total amount for coverage with WRM/PRM is \$997,010.00. This amount includes the WRM pool participation credit of \$14,612.00 for FY 22-23. The dollar figure will be allocated by fund (General/Enterprise/CRA) according to a cost share formula produced by the Finance Department.

RECOMMENDATION:

It is recommended that the City Commission approve the recommendation to purchase the WRM/PRM Property (bundling property, crime, inland marine, auto physical damage) Boiler & Machinery, Liability (general liability, auto liability, public officials, and employment and law enforcement liability), Cyber Liability, Workers Compensation, Excess Crime, Pollution, Airport and Property excluding wind.

BACKGROUND/DISCUSSION:

The City of DeLand has been with the WRM/PRM insurance program since 2014. The City has enjoyed a smooth level of service with rapid reimbursements from WRM/PRM across all lines of policies purchased.



CITY OF DELAND

Renewal Proposal For
Property & Casualty Insurance Coverage



Effective: 10/01/2022

Expiration: 10/01/2023



WORLD
Risk Management
A BALLATOR COMPANY

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NAMED INSURED

NAMED INSURED AND MAILING ADDRESS

**CITY OF DELAND
120 S. FLORIDA AVENUE, 3RD FLOOR
DELAND, FL 32720**

This proposal contains most terms, conditions, limits and deductibles provided under the program. However, refer to the PRM Coverage Document for specific and complete terms and conditions.

PREPARED BY

WORLD
Risk Management .

A BALLATOR COMPANY

**20 NORTH ORANGE, SUITE 500
ORLANDO, FL 32801
PHONE: (407) 445-2414
FAX: (407) 445-2868
TOLL FREE: (888) 501-0014**



EXECUTIVE SUMMARY

WHO WE ARE

The WRM management team brings over 100 combined years of insurance industry intellectual capital to our clients dedicated to Public Entity Risk Management and insurance solutions.

Knowing that broad insurance resources and strong market relationships are essential, along with industry expertise and experience, WRM tactically sought out well-respected industry talent, with solid reputations and stellar track records to join our leadership ranks.

WRM is a member of Ballator Insurance Group, formerly Accretive Insurance Services. Ballator provides insurance program development, pool creation and underwriting, pool administration services and insurance placement to both the Public Entity and Non-Profit sectors.

WRM employs a highly professional staff that has a proven record of identifying and satisfying client's needs. WRM's team commitment is reflected in a combined risk management knowledge and experience.

WHAT WE DO

We bring fresh and innovative ideas into the insurance industry. WRM uses our ability of being a "Boutique Broker" to take advantage of the ever-changing insurance market opportunities. WRM has the expertise that most small private agents and brokers do not have, and the large publicly traded brokers cannot take advantage of due to their size and corporate structure.

WRM offers clients a thorough and meticulous insurance need analysis, plus delivers competitive cutting-edge products and services from nationally recognized insurance carriers based on realistic and reasonable fee and/or commissions. WRM's dedicated Management/Service Team is recognized throughout the industry for their commitment to providing clients with prompt responses and solutions.

OUR REPUTATION

WRM's management team has an industry wide reputation for professionalism, quality service, knowledge, and client involvement on a daily basis at all levels, plus a genuine commitment to protect and shield employees and property of public entity groups and other businesses. WRM believes in its ability to lead in the field of risk management and loss management and provide innovative solutions.

OUR CORPORATE PARTNERS

World Risk Management along with its partner companies' mission is to maintain success through commitment, honest and timely communication, vision innovation and customer satisfaction.

BALLATOR INSURANCE GROUP
WORLD RISK MANAGEMENT
FIRST FLORIDA INSURANCE BROKERS
NON-PROFIT INSURANCE SERVICES
LIBERTATE INSURANCE



PROPERTY PROPOSAL

	PROPERTY	
	EXPIRING COVERAGE 10/01/2021 TO 10/01/2022	RENEWAL 10/01/2022 TO 10/01/2023
COMPANY	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
TOTAL INSURED VALUES	\$99,681,595 / \$55,985,796 X-NAMED WINDSTORM	\$104,346,126 / \$57,665,370 X – NAMED WINDSTORM
DEDUCTIBLES		
▪ ALL OTHER PERILS, EXCEPT:	\$1,000	✓
▪ ALL OTHER FLOOD – PER UNIT	\$1,000	✓
▪ FLOOD – ZONES A&V	EXCESS OF NFIP	✓
▪ NAMED WINDSTORM PER UNIT VALUES SHALL APPLY	2%	✓
VALUATION		
▪ AUTO PHYSICAL DAMAGE	ACTUAL CASH VALUE	✓
▪ BUSINESS INCOME	ACTUAL LOSS SUSTAINED	✓
▪ COINSURANCE	NONE	✓
▪ INLAND MARINE	REPLACEMENT COST	✓
▪ PROPERTY	REPLACEMENT COST	✓
ASSOCIATION LIMITS		
ALL PERILS, COVERAGE'S AND INSURED'S/MEMBERS COMBINED – PER OCCURRENCE, SUBJECT TO THE FOLLOWING SUB-LIMITS:	\$250,000,000	✓
- FLOOD – PER OCCURRENCE ANNUAL AGGREGATE	\$50,000,000	✓
- FLOOD SUBLIMIT – ANNUAL AGGREGATE		
- CONTRACTORS EQUIPMENT		
- FINE ARTS	\$5,000,000	✓
- LICENSED VEHICLES		
- UNLICENSED VEHICLES		
- FLOOD SUBLIMIT		
- PER OCCURRENCE	\$10,000,000	✓
- MISCELLANEOUS UNNAMED LOCATIONS		
- EARTHQUAKE SHOCK LIMIT		
- PER OCCURRENCE & IN THE ANNUAL AGGREGATE	\$50,000,000	✓
- WIND/HAIL LIMIT PER OCCURRENCE NAMED WINDSTORM	\$100,000,000	✓
- AUTO PHYSICAL DAMAGE		
- ON AND OFF PREMISES	INCLUDED	✓
- OVER THE ROAD	\$10,000,000	

✓ PER EXPIRING

CHANGE OR IMPROVEMENT TO EXPIRING



PROPERTY PROPOSAL

	PROPERTY	
	EXPIRING COVERAGE 10/01/2021 TO 10/01/2022	RENEWAL 10/01/2022 TO 10/01/2023
ASSOCIATION SUBLIMITS [NOT ALL INCLUSIVE...]		
- ACCIDENTAL CONTAMINATION	\$250,000/\$500,000	✓
- ACCOUNT RECEIVABLES	INCLUDED	✓
- ANIMALS	\$50,000 FOR ANY ONE ANIMAL /	✓
- UNSCHEDULED ANIMALS	\$250,000 PER OCCURRENCE	
- ASBESTOS CLEAN-UP & REMOVAL (RESULTANT)	LIMITED COVERAGE	✓
- AUTOMATIC ACQUISITION LIMIT	\$25,000,000	✓
- AUTOMATIC ACQUISITION LIMIT FOR	\$10,000,000	✓
- VEHICLES	\$10,000,000 ANNUAL AGGREGATE	
- SPECIAL FLOOD HAZARD AREAS		
- BUILDING ORDINANCE	INCLUDED	✓
- UNDAMAGED PORTION OF BUILDING		
- BUSINESS INTERRUPTION	\$100,000,000	✓
- CIVIL AUTHORITY	30 DAYS	✓
- WITHIN 10 MILES OF INSURED PREMISE		
- CLAIM PREPARATION EXPENSE	\$1,000,000	✓
- CONTINGENT BUSINESS INTERRUPTION	\$5,000,000	✓
	EXCEPT TAX INTERRUPTION EXCLUDED	
- COURSE OF CONSTRUCTION & ADDITIONS	\$50,000,000	✓
	EXCLUDES FRAME BUILDERS RISK	
- DEBRIS REMOVAL	INCLUDED	✓
- DEMOLITION	INCLUDED	✓
- EARTH MOVEMENT <i>EXCEPT</i>	\$50,000 ANNUAL AGGREGATE	✓
- VEHICLES, CONTRACTORS EQUIPMENT,	\$5,000,000 COMBINED AGGREGATE	
- FINE ARTS COMBINED		
- ELECTRONIC DATA PROCESSING (EDP)	INCLUDED	✓
- ERRORS & OMISSIONS	\$25,000,000	✓
- EXPEDITING EXPENSE	\$50,000,000	✓
- EXTENDED PERIOD OF INDEMNITY	180 DAYS	✓
- EXTRA EXPENSE	\$50,000,000	✓
- FINE ARTS	INCLUDED	✓
- UNSCHEDULED FINE ARTS	\$2,500,000	
- FIRE FIGHTING EXPENSE	INCLUDED	✓
- FLOOD <i>EXCEPT</i>	\$50,000,000	✓
- SPECIAL FLOOD HAZARD AREAS	INCLUDED	
- VEHICLES, CONTRACTORS EQUIPMENT,	\$5,000,000 COMBINED AGGREGATE	
- FINE ARTS COMBINED		
- IMPROVEMENT & BETTERMENT	INCLUDED	✓
- INCREASED COST OF CONSTRUCTION	\$25,000,000	✓

✓ PER EXPIRING

CHANGE OR IMPROVEMENT TO EXPIRING



PROPERTY PROPOSAL

	PROPERTY	
	EXPIRING COVERAGE 10/01/2021 TO 10/01/2022	RENEWAL 10/01/2022 TO 10/01/2023
ASSOCIATION SUBLIMITS [NOT ALL INCLUSIVE...]		
- INGRESS & EGRESS WITHIN 10 MILES OF INSURED PREMISE	30 DAYS	✓
- JEWELRY, FURS, & PRECIOUS METALS – SEPARATELY	\$500,000	✓
- LANDSCAPING, TEES, SAND TRAPS, GREENS, ATHLETIC GREENS <i>EXCEPT</i> - UNSCHEDULED LANDSCAPING, TEES, SAND TRAPS, GREENS, ATHLETIC GREENS	\$5,000,000 \$1,000,000	✓
- LEASEHOLD INTEREST	INCLUDED	✓
- MISCELLANEOUS UNNAMED LOCATIONS <i>EXCEPT</i> - SPECIAL FLOOD HAZARD AREAS	\$25,000,000 \$10,000,000 ANNUAL AGGREGATE	✓
- MOLD (RESULTANT)	\$35,000 AGGREGATE	✓
- MONEY AND SECURITIES	\$2,500,000	✓
- OFF PREMISES SERVICE INTERRUPTION INCLUDING EXTRA EXPENSE	\$25,000,000	✓
- PERSONAL EFFECTS	INCLUDED	✓
- PERSONAL PROPERTY OF OTHERS	INCLUDED	✓
- PERSONAL PROPERTY OUTSIDE THE USA	\$1,000,000	✓
- PROTECTION AND PRESERVATION OF PROPERTY	INCLUDED	✓
- PROPERTY OFF PREMISES	INCLUDED	✓
- SIGNS	INCLUDED	✓
- TRANSIT	\$25,000,000	✓
- TUNNELS, BRIDGES, DAMS, CATWALKS – UNSCHEDULED	\$500,000	✓
- VALUABLE PAPERS AND RECORDS	INCLUDED	✓
- WATERCRAFT - UP TO 27 FEET, UNSCHEDULED - OVER 27 FEET, SCHEDULED	\$250,000 UNSCHEDULED ALL SCHEDULED INCLUDED	✓
EXCLUSIONS [INCLUDING BUT NOT LIMITED TO]		
- RUST, WET/DRY ROT, LAND & LAND VALUES, COMMUNICABLE DISEASE, PROPERTY CYBER & DATA	EXCLUDED	✓

✓ PER EXPIRING

CHANGE OR IMPROVEMENT TO EXPIRING



PROPERTY PROPOSAL

RATING EXPOSURES		
PROPERTY INFORMATION		
TOTAL INSURANCE VALUES	2021 - 2022	2022 - 2023
TOTAL BUILDING VALUES	\$79,083,582	\$82,530,560
TOTAL CONTENT VALUES	\$1,923,969	\$2,033,688
DECLARED/PROP IN OPEN	\$1,162,529	\$1,197,405
EDP EQUIPMENT (HARDWARE)	\$774,889	\$798,136
BUSINESS INTERRUPTION/EXTRA EXPENSE	\$1,000,000	\$1,000,000
EQUIPMENT VALUES	\$6,970,396	\$7,509,372
AUTOMOBILE VALUES – ACTUAL CASH VALUE	\$8,741,228	\$9,251,965
AUTOMOBILE VALUES – REPLACEMENT COST	\$0	\$0
RENTAL VALUES	\$0	\$0
MISCELLANEOUS PROPERTY	\$25,000	\$25,000
TOTAL INSURABLE VALUES	\$99,681,593	\$104,346,126

NON-NAMED WINDSTORM FOR DESIGNATED PROPERTIES ON SCHEDULE		
PROPERTY INFORMATION		
TOTAL INSURANCE VALUES	2021 - 2022	2022 - 2023
TOTAL BUILDING VALUES	\$51,283,744	\$52,822,256
TOTAL CONTENT VALUES	\$2,434,748	\$2,507,791
DECLARED/PROP IN OPEN	\$813,843	\$838,258
EDP EQUIPMENT (HARDWARE)	\$1,453,461	\$1,497,065
TOTAL INSURABLE VALUES	\$55,985,796	\$57,665,370

*APPRAISAL COSTS ARE INCLUDED WITHIN THE PRM PROGRAM



PROPERTY TERRORISM & SABOTAGE PROPOSAL

	PROPERTY TERRORISM & SABOTAGE	
	EXPIRING COVERAGE 10/01/2021 TO 10/01/2022	RENEWAL 10/01/2022 TO 10/01/2023
CARRIER	LLOYDS OF LONDON	LLOYDS OF LONDON
TERRORISM & SABOTAGE	\$25,000,000 PER OCCURRENCE \$25,000,000 AGGREGATE	\$25,000,000 PER OCCURRENCE \$25,000,000 AGGREGATE
DEDUCTIBLE	\$10,000	\$10,000
ASSOCIATION SUBLIMITS [NOT ALL INCLUSIVE]		
- BUSINESS INTERRUPTION SUBLIMIT	\$93,024,718	✓
- CIVIL OR MILITARY AUTHORITY SUBLIMIT	\$1,000,000, 30 DAY(s), AND 1 MILE(s)	✓
- DEBRIS REMOVAL EXPENSES SUBLIMIT	\$250,000	✓
- DECONTAMINATION COSTS EXCLUDING NCBR SUBLIMIT	\$250,000	✓
- DEMOLITION & INCREASED COST OF CONSTRUCTION SUBLIMIT	\$1,000,000	✓
- ERRORS & OMISSIONS SUBLIMIT	\$250,000	✓
- ELECTRONIC DATA PROCESSING MEDIA SUBLIMIT	\$1,000,000	✓
- EXTENDED PERIOD OF INDEMNITY SUBLIMIT	\$0 AND 180 DAY(s)	✓
- FINE ART SUBLIMIT	\$ 250,000	✓
- INGRESS/EGRESS SUBLIMIT	\$ 1,000,000, 30 DAY(s), AND 1 MILE(s)	✓
- PRESERVATION OF PROPERTY SUBLIMIT	\$ 250,000	✓
- PROFESSIONAL FEES SUBLIMIT	\$ 250,000	✓
- RELOCATION EXPENSE SUBLIMIT	\$ 250,000	✓
- SERVICE INTERRUPTION SUBLIMIT	\$ 1,000,000, 30 DAY(s), AND 1 MILE(s)	✓
- TRANSIT SUBLIMIT	\$ 250,000	✓
- VALUABLE PAPERS SUBLIMIT	\$ 250,000	✓
- ACCOUNTS RECEIVABLE SUBLIMIT	\$ 250,000	✓
- ASBESTOS SUBLIMIT	\$ 500,000	✓
- AUTOMATIC COVERAGE SUBLIMIT	\$ 1,000,000 AND 30 DAY(s)	✓
- COMMISSIONS, PROFITS, & ROYALTIES SUBLIMIT	\$ 250,000	✓
- DELAY IN STARTUP COSTS SUBLIMIT	\$ 250,000	✓
- FIRE PROTECTIVE SYSTEMS SUBLIMIT	\$ 10,000	✓
- GREEN BUILDING ADDITIONAL EXPENSE SUBLIMIT	\$ 250,000	✓
- KEY & LOCK EXPENSE SUBLIMIT	\$ 250,000	✓
- LANDSCAPING SUBLIMIT	\$ 10,000	✓
- LOSS OF ATTRACTION SUBLIMIT	\$0, 0 DAY(s), AND 0 MILE(s)	✓
- MISCELLANEOUS UNNAMED LOCATIONS SUBLIMIT	\$ 1,000,000 AND 30 DAY(s)	✓
- NEWLY ACQUIRED LOCATIONS SUBLIMIT	\$ 1,000,000 AND 90 DAY(s)	✓
- PROPERTY IN COURSE OF CONSTRUCTION SUBLIMIT	\$1,000,000	✓
- RENTAL INCOME SUBLIMIT	\$93,024,718	✓
- SOFT COST SUBLIMIT	\$10,000	✓

UNLESS OTHERWISE SPECIFIED, ALL SUB-LIMITS LISTED ABOVE APPLY ON A PER OCCURRENCE BASIS AND ARE A PART OF, AND NOT IN ADDITION TO, THE MUNICIPALITIES TERRORISM AND SABOTAGE LIMIT OF LIABILITY

✓ PER EXPIRING

CHANGE OR IMPROVEMENT TO EXPIRING



ACTIVE SHOOTER & MALICIOUS ATTACK PROPOSAL

	ACTIVE SHOOTER & MALICIOUS ATTACK	
	EXPIRING COVERAGE 10/01/2021 TO 10/01/2022	RENEWAL 10/01/2022 TO 10/01/2023
CARRIER	LLOYDS OF LONDON	LLOYDS OF LONDON
ACTIVE SHOOTER & MALICIOUS ATTACK	\$1,000,000 PER OCCURRENCE \$1,000,000 AGGREGATE	\$2,000,000 PER OCCURRENCE \$2,000,000 AGGREGATE
DEDUCTIBLE	\$10,000	\$10,000
ASSOCIATION SUBLIMITS [NOT ALL INCLUSIVE]		
- ADDITIONAL SECURITY MEASURES SUBLIMIT	\$250,000	✓
- COUNSELING SUBLIMIT	\$250,000	✓
- PUBLIC RELATIONS COSTS SUBLIMIT	\$250,000	✓
- MISCELLANEOUS CRISIS MANAGEMENT EXPENSES SUBLIMIT	\$250,000	✓
- WAITING PERIOD	0 HOURS	✓

UNLESS OTHERWISE SPECIFIED, ALL SUB-LIMITS LISTED ABOVE APPLY ON A PER OCCURRENCE BASIS AND ARE A PART OF, AND NOT IN ADDITION TO, THE ACTIVE SHOOTER AND MALICIOUS ATTACK LIMIT OF LIABILITY

✓ PER EXPIRING

CHANGE OR IMPROVEMENT TO EXPIRING



ANCILLARY— EQUIPMENT BREAKDOWN PROPOSAL

	EQUIPMENT BREAKDOWN	
	EXPIRING COVERAGE 10/01/2021 TO 10/01/2022	RENEWAL 10/01/2022 TO 10/01/2023
CARRIER	TRAVELERS ENERGYMax 21	TRAVELERS ENERGYMax21
NAMED INSURED	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
DEDUCTIBLES		
▪ ALL OBJECTS	\$1,000	✓
▪ TRANSFORMERS 10,000 KVA	\$10,000	✓
VALUATION		
▪ ALL OTHER EQUIPMENT	REPAIR AND/OR REPLACEMENT	✓
▪ EQUIPMENT 20 YEARS OR OLDER	ACTUAL CASH VALUE	✓
ASSOCIATION LIMITS		
LIMIT PER ACCIDENT	\$50,000,000	✓
ASSOCIATION SUBLIMITS [NOT ALL INCLUSIVE]		
▪ CONTINGENT BUSINESS INTERRUPTION/EXTRA EXPENSE	\$250,000	✓
▪ DEMOLITION/INCREASED COST	\$1,000,000	✓
▪ ERRORS IN DESCRIPTION	POLICY LIMIT	✓
▪ EXPEDITING EXPENSE	POLICY LIMIT	✓
▪ HAZARDOUS SUBSTANCE	\$2,000,000	✓
▪ MEDIA	\$500,000	✓
▪ NEWLY ACQUIRED LOCATION	POLICY LIMIT	✓
▪ ORDINANCE OR LAW INCL. DEMOLITION	\$1,000,000	✓
▪ REFRIGERANT CONTAMINATION	POLICY LIMIT	✓
▪ WATER DAMAGE	POLICY LIMIT	✓
MAJOR PERILS EXCLUDED		
▪ EARTHQUAKE	EXCLUDED	✓
▪ EC PERILS	EXCLUDED	✓
▪ FLOOD	EXCLUDED	✓
▪ FREEZE	EXCLUDED	✓
▪ FURNACE EXPLOSION	EXCLUDED	✓
▪ LIGHTNING	EXCLUDED	✓

✓ PER EXPIRING

CHANGE OR IMPROVEMENT TO EXPIRING



CRIME PROPOSAL

	CRIME	
	EXPIRING COVERAGE 10/01/2021 TO 10/01/2022	RENEWAL 10/01/2022 TO 10/01/2023
COMPANY	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
DEDUCTIBLE	\$1,000	✓
LIMITS		
▪ EMPLOYEE THEFT-PER LOSS COVERAGE	\$500,000	✓
▪ FORGERY OR ALTERATION	\$500,000	✓
▪ INSIDE PREMISES-THEFT OF MONEY & SECURITIES	\$500,000	✓
▪ INSIDE PREMISES-ROBBERY, SAFE BURGLARY- OTHER PROP	\$500,000	✓
▪ OUTSIDE THE PREMISES	\$500,000	✓
▪ COMPUTER FRAUD	\$500,000	✓
▪ FUNDS TRANSFER FRAUD	\$500,000	✓
▪ MONEY ORDERS AND COUNTERFEIT PAPER CURRENCY	\$500,000	✓
▪ IMPERSONATION FRAUD/SOCIAL ENGINEERING	\$100,000	✓
CONDITIONS [NOT ALL INCLUSIVE]		
▪ FAITHFUL PERFORMANCE OF DUTY INCLUDED	INCLUDED	✓
▪ 45 DAY NOTICE OF CANCELLATION/10 DAYS NON-PAYMENT	INCLUDED	✓
▪ 60 DAY LOSS REPORT REQUIREMENT	INCLUDED	✓
▪ NO MINIMUM EARNED PREMIUM	INCLUDED	✓
EXCESS CRIME COVERAGE		
COMPANY	NATIONAL UNION FIRE INSURANCE COMPANY	NATIONAL UNION FIRE INSURANCE COMPANY
DEDUCTIBLE	\$525,000	✓
LIMITS		
▪ EMPLOYEE THEFT-PER LOSS COVERAGE	\$1,500,000	✓
▪ FORGERY OR ALTERATION	\$1,500,000	✓
▪ INSIDE PREMISES-THEFT OF MONEY & SECURITIES	\$1,500,000	✓
▪ INSIDE PREMISES-ROBBERY, SAFE BURGLARY- OTHER PROP	\$1,500,000	✓
▪ OUTSIDE THE PREMISES	\$1,500,000	✓
▪ COMPUTER FRAUD	\$1,500,000	✓
▪ FUNDS TRANSFER FRAUD	\$1,500,000	✓
▪ MONEY ORDERS AND COUNTERFEIT PAPER CURRENCY	\$1,500,000	✓

✓ PER EXPIRING

CHANGE OR IMPROVEMENT TO EXPIRING



GENERAL LIABILITY PROPOSAL

	GENERAL LIABILITY	
	EXPIRING COVERAGE 10/01/2021 TO 10/01/2022	RENEWAL 10/01/2022 TO 10/01/2023
COMPANY	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
COVERAGE FORM	OCCURRENCE	OCCURRENCE
DEDUCTIBLE	\$50,000	\$50,000
LIMITS		
LIMIT OF LIABILITY	\$2,000,000	✓
COVERAGE [INCLUDING BUT NOT LIMITED TO]		
▪ EMPLOYEE BENEFIT LIABILITY	INCLUDED	✓
▪ LAW ENFORCEMENT LIABILITY	INCLUDED	✓
▪ MISCELLANEOUS PROFESSIONAL	INCLUDED	✓
TERMS [INCLUDING BUT NOT LIMITED TO]		
▪ ASSAULT & BATTERY	INCLUDED	✓
▪ BLANKET CONTRACTUAL-HOLD HARMLESS	INCLUDED	✓
▪ BODILY INJURY/PROPERTY DAMAGE	INCLUDED	✓
▪ EMT/PARAMEDICAL COVERED	INCLUDED	✓
▪ FALSE ARREST/IMPRISONMENT	INCLUDED	✓
▪ HOST & LIQUOR LIABILITY	INCLUDED	✓
▪ INVASION OF RIGHT OF PRIVACY	INCLUDED	✓
▪ MALICIOUS PROSECUTION	INCLUDED	✓
▪ MENTAL ANGUISH	INCLUDED	✓
▪ MENTAL INJURY	INCLUDED	✓
▪ PROPERTY IN THE CARE, CUSTODY & CONTROL	INCLUDED	✓
▪ COMMUNICABLE DISEASE*	\$200,000 PER CLAIMANT/\$300,000 PER OCC/\$300,000 MEMBER AGG/\$3,000,000 POOL AGG	✓
EXCLUSIONS [INCLUDING BUT NOT LIMITED TO]		
▪ AIRCRAFT LIABILITY	EXCLUDED	✓
▪ MEDIAL PAYMENTS (NOT LEGAL LIABILITY)	EXCLUDED	✓
▪ PRODUCT RECALL, TAMPERING OR GUARANTEE	EXCLUDED	✓
▪ WAR, NUCLEAR HAZARDS	EXCLUDED	✓

ASSOCIATION AGGREGATE \$100,000,000 FOR ALL LIABILITY COVERAGES

***COMMUNICABLE DISEASE SUB-LIMIT & AGGREGATES APPLIES TO ALL LIABILITY COVERAGES COMBINED**

✓ PER EXPIRING

CHANGE OR IMPROVEMENT TO EXPIRING



AUTO LIABILITY PROPOSAL

	AUTO LIABILITY	
	EXPIRING COVERAGE 10/01/2021 to 10/01/2022	RENEWAL 10/01/2022 to 10/01/2023
COMPANY	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
COVERAGE FORM	OCCURRENCE	OCCURRENCE
DEDUCTIBLE	\$50,000	\$50,000
LIMITS		
LIABILITY COMBINED SINGLE LIMIT	\$2,000,000	✓
COVERAGE [INCLUDING BUT NOT LIMITED TO]		
▪ PERSONAL INJURY PROTECTION	STATUTORY	✓
▪ PHYSICAL DAMAGE - COLLISION - COMPREHENSIVE	EXCLUDED - COVERED UNDER PROPERTY EXCLUDED - COVERED UNDER PROPERTY	✓
▪ HIRED/BORROWED LIABILITY	\$2,000,000	✓
▪ HIRED/BORROWED PHYSICAL DAMAGE	INCLUDED	✓
▪ NON-OWNED LIABILITY	\$2,000,000	✓
▪ NON-OWNED PHYSICAL DAMAGE	INCLUDED	✓
EXCLUSIONS [INCLUDING BUT NOT LIMITED TO]		
▪ AUTO PHYSICAL DAMAGE	EXCLUDED – COVERED UNDER PROPERTY	✓
▪ MEDICAL PAYMENTS	EXCLUDED	✓
▪ UNINSURED/UNDERINSURED MOTORIST	EXCLUDED	✓

ASSOCIATION AGGREGATE \$100,000,000 FOR ALL LIABILITY COVERAGES

✓ PER EXPIRING

CHANGE OR IMPROVEMENT TO EXPIRING



PUBLIC OFFICIALS / EMPLOYMENT PRACTICES LIABILITY PROPOSAL

	PUBLIC OFFICIALS / EMPLOYMENT PRACTICES LIABILITY	
	EXPIRING COVERAGE 10/01/2021 TO 10/01/2022	RENEWAL 10/01/2022 TO 10/01/2023
COMPANY	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
COVERAGE FORM	CLAIMS MADE	CLAIMS MADE
RETROACTIVE DATE	10/01/1990	10/01/1990
DEDUCTIBLE	\$50,000	\$50,000
PUBLIC OFFICIALS LIABILITY		
LIMIT OF LIABILITY	\$2,000,000	✓
ANNUAL AGGREGATE	\$6,000,000	✓
EMPLOYMENT PRACTICES LIABILITY		
LIMIT OF LIABILITY	\$2,000,000	✓
ANNUAL AGGREGATE	\$6,000,000	✓
SUBLIMITS [INCLUDING BUT NOT LIMITED TO]		
▪ BERT HARRIS – RETRO DATE 10/01/2015	\$300,000	✓
▪ INVERSE CONDEMNATION - RETRO DATE 10/01/2014	\$100,000/\$100,000	✓
▪ NON-MONETARY DAMAGES - RETRO DATE 10/01/2014	\$100,000/\$100,000	✓
COVERAGE [INCLUDING BUT NOT LIMITED TO]		
▪ ELECTED OFFICIALS, APPOINTED OFFICERS	INCLUDED	✓
▪ ERRORS AND OMISSIONS	INCLUDED	✓
▪ MISFEASANCE, MALFEASANCE & NONFEASANCE	INCLUDED	✓
▪ NEGLIGENCE	INCLUDED	✓
▪ SEXUAL HARASSMENT	INCLUDED	✓
▪ SEXUAL MISCONDUCT: COVERAGE AVAILABLE	EXCLUDED	✓
▪ WRONGFUL ACTS OF PUBLIC OFFICIALS	INCLUDED	✓
▪ COMMUNICABLE DISEASE*	\$200,000 PER CLAIMANT/\$300,000 PER OCC/\$300,000 MEMBER AGG/\$3,000,000 POOL AGG	✓
▪ ETHICS VIOLATIONS REIMBURSEMENT	EXCLUDED	\$5,000 PER COMMISSIONER/\$15,000 MEMBER AGGREGATE/\$500,000 ANNUAL POOL AGGREGATE
DISCLAIMER		
BOTH PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY IS SUBJECT TO A PER MEMBER COMBINED AGGREGATE OF \$6,000,000		

ASSOCIATION AGGREGATE \$100,000,000 FOR ALL LIABILITY COVERAGES

***COMMUNICABLE DISEASE SUB-LIMIT & AGGREGATES APPLIES TO ALL LIABILITY COVERAGES COMBINED**

✓ Per Expiring
Improvement to Expiring



OPTIONAL – EXCESS LIABILITY PROPOSAL

	EXCESS LIABILITY		
	RENEWAL 10/01/2022 TO 10/01/2023		
COMPANY	PUBLIC RISK MANAGEMENT OF FLORIDA		
COVERAGES INCLUDED			
▪ AUTO LIABILITY	▪ EMPLOYMENT PRACTICES LIABILITY	▪ GENERAL LIABILITY	
▪ EMPLOYEE BENEFITS LIABILITY	▪ ERRORS & OMISSIONS LIABILITY	▪ LAW ENFORCEMENT LIABILITY	
EXCLUSIONS [INCLUDING BUT NOT LIMITED TO]			
▪ ABUSE OR MOLESTATION	▪ EMPLOYERS' LIABILITY/WORKERS' COMPENSATION	▪ POLLUTION LIABILITY EXCLUSION-HOSTILE FIRE COVERAGE	
▪ AIRPORT LIABILITY	▪ FAILURE TO SUPPLY EXCLUSION-UTILITIES	▪ SILICA OR DUST	
▪ ASBESTOS	▪ FUNGI OR BACTERIA	▪ WAR	
▪ AUTOMOBILE FIRST PARTY COVERAGE	▪ NURSING HOME	▪ WHARFINGERS' LIABILITY	
▪ DAMS, LEVEES, DIKES OR RESERVOIRS	▪ PROPERTY DAMAGE EXCLUSION-REAL AND/OR PERSONAL PROPERTY		
LINE OF COVERAGE	LIMIT	EXCESS OF LIMITS	COVERAGE TRIGGER
▪ AUTO LIABILITY	\$3,000,000	\$2,000,000	PER ACCIDENT
▪ EMPLOYEE BENEFIT LIABILITY	\$3,000,000	\$2,000,000	PER CLAIM
▪ EMPLOYMENT PRACTICES LIABILITY	\$3,000,000	\$2,000,000	PER CLAIM
▪ GENERAL LIABILITY INCL. LAW ENFORCEMENT	\$3,000,000	\$2,000,000	PER OCCURRENCE
▪ MISCELLANEOUS PROFESSIONAL	\$3,000,000	\$2,000,000	PER CLAIM
\$3,000,000 COMBINED EXCESS LIABILITY AGGREGATE APPLIES PER MEMBER FOR EMPLOYEE BENEFITS LIABILITY, PUBLIC OFFICIALS ERRORS & OMISSIONS AND EMPLOYMENT PRACTICES LIABILITY ONLY			
QUOTATION AVAILABLE UPON REQUEST			

ASSOCIATION AGGREGATE \$100,000,000 FOR ALL LIABILITY COVERAGES



WORKERS' COMPENSATION PROPOSAL

	WORKERS' COMPENSATION	
	EXPIRING COVERAGE 10/01/2021 to 10/01/2022	RENEWAL 10/01/2022 to 10/01/2023
COMPANY	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
DEDUCTIBLE	\$100,000	\$100,000
LIMITS		
- WORKERS' COMPENSATION - MEDICAL - DISABILITY - DEATH	STATUTORY	✓
- EMPLOYERS' LIABILITY - EACH ACCIDENT - EACH EMPLOYEE FOR DISEASE	\$2,000,000 \$2,000,000	✓ ✓
TERMS & CONDITIONS [NOT ALL INCLUSIVE]		
BROAD FORM ALL STATES	INCLUDED	✓
MARITIME COVERAGE ENDORSEMENT	INCLUDED	✓
VOLUNTARY COMPENSATION ENDORSEMENT	INCLUDED	✓
SUBJECT TO		
ANNUAL POLICY AUDIT – PLEASE NOTE THE 10/01/2022 to 10/01/2023 WC COVERAGE PERIOD WILL BE AUDITED AT A RATE OF 0.0092225 PER DOLLAR OF PAYROLL ON THE TOTAL WC PREMIUM, BEFORE ANY PARTICIPATION CREDITS	INCLUDED	✓

✓ PER EXPIRING

CHANGE OR IMPROVEMENT TO EXPIRING



WORKERS' COMPENSATION PROPOSAL

CLASS CODE	DESCRIPTION	2021 - 2022 ESTIMATED PAYROLL	2022 - 2023 ESTIMATED PAYROLL
0106	TREE PRUNING, SPRAYING, REPAIR – ALL OTHER OPERATIONS & DRIVERS	\$304,886	\$292,132
5509	STREET OR ROAD PAVING	\$445,208	\$499,402
7403	AVIATION - ALL OTHER EMPLOYEES & DRIVERS	\$356,453	\$406,722
7520	WATERWORKS OPERATION & DRIVERS	\$1,531,235	\$1,569,523
7580	SEWAGE DISPOSAL PLANT OPERATION & DRIVERS	\$1,680,710	\$1,930,154
7704	FIREFIGHTERS & DRIVERS	\$2,831,417	\$3,707,864
7720	POLICE OFFICERS & DRIVERS	\$4,416,221	\$5,426,257
8380	AUTOMOBILE SERVICE OR REPAIR CENTER & DRIVERS	\$293,701	\$329,086
8810	CLERICAL OFFICE EMPLOYEES	\$5,723,626	\$6,199,994
8831	HOSPITAL - VETERINARY & DRIVERS	\$95,604	\$65,090
9015	BUILDINGS OPERATIONS BY OWNER - ALL OTHER EMPLOYEES	\$695,018	\$556,009
9102	PARK NOC - ALL EMPLOYEES & DRIVERS	\$1,554,676	\$1,656,339
9402	STREET CLEANING & DRIVERS	\$332,842	\$181,062
9403	GARBAGE ASHES OR REFUSE COLLECTION & DRIVERS		
9410	MUNICIPAL, TOWNSHIP, COUNTY OR STATE EMPLOYEE NOC	\$732,813	\$972,503
TOTAL PAYROLL		\$20,944,410	\$23,792,139



CYBER LIABILITY PROPOSAL

	CYBER LIABILITY	
	EXPIRING COVERAGE 10/01/2021 to 10/01/2022	RENEWAL 10/01/2022 to 10/01/2023
CARRIER	GREAT AMERICAN INSURANCE	GREAT AMERICAN INSURANCE
NAMED INSURED	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
COVERAGE FORM	CLAIMS MADE	CLAIMS MADE
RETROACTIVE DATE	10/01/2016	10/01/2016
DEDUCTIBLE	\$10,000	\$10,000
LIMITS		
LIMIT OF LIABILITY	\$1,000,000	✓
ANNUAL AGGREGATE	\$10,000,000 POOL AGGREGATE	✓
COVERAGE (INCLUDING BUT NOT LIMITED TO)		
▪ BUSINESS INCOME/EXTRA EXPENSE	INCLUDED	✓
▪ CYBER EXTORTION THREATS	INCLUDED	✓
▪ MEDIA LIABILITY	INCLUDED	✓
▪ PUBLIC RELATIONS EXPENSE	INCLUDED	✓
▪ REPLACEMENT/RESTORATION OF ELECTRONIC DATA	INCLUDED	✓
▪ SECURITY BREACH EXPENSE	INCLUDED	✓
▪ SECURITY BREACH LIABILITY [INCLUDES REGULATORY FINES/PENALTIES AND PCI FINES]	INCLUDED	✓

✓ PER EXPIRING

CHANGE OR IMPROVEMENT TO EXPIRING



ANCILLARY— POLLUTION & REMEDIATION LIABILITY PROPOSAL

	POLLUTION AND REMEDIATION LEGAL LIABILITY	
	EXPIRING COVERAGE 10/01/2021 to 10/01/2022	RENEWAL 10/01/2022 to 10/01/2023
CARRIER	INDIAN HARBOR INSURANCE CO.	INDIAN HARBOR INSURANCE CO.
NAMED INSURED	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
COVERAGE FORM	CLAIMS MADE	CLAIMS MADE
RETROACTIVE DATE	10/01/1998	10/01/1998
SELF-INSURED RETENTION	\$25,000	\$25,000
LIMITS		
LIMIT OF LIABILITY EACH POLLUTION CONDITION	\$1,000,000	✓
TOTAL LIMIT OF LIABILITY ANNUAL AGGREGATE	\$2,000,000	✓
▪ EMERGENCY REMEDIATION EXPENSE	\$250,000	✓
▪ EMERGENCY REMEDIATION EXPENSE AGGREGATE	\$1,000,000	✓
COVERAGE (INCLUDING BUT NOT LIMITED TO)		
▪ CONTINGENT TRANSPORTATION COVERAGE	INCLUDED	✓
▪ LEGAL DEFENSE EXPENSE	INCLUDED	✓
▪ ON PREMISES & OFF PREMISES REMEDIATION LEGAL LIABILITY	INCLUDED	✓
▪ POLLUTION LEGAL LIABILITY	INCLUDED	✓
▪ STORAGE TANKS	INCLUDED	✓

✓ PER EXPIRING

CHANGE OR IMPROVEMENT TO EXPIRING



OPTIONAL – AIRPORT OWNERS & OPERATORS LIABILITY PROPOSAL

	AIRPORT OWNERS AND OPERATORS LIABILITY	
	EXPIRING COVERAGE 10/01/2021 TO 10/01/2022	RENEWAL 10/01/2022 TO 10/01/2023
CARRIER	ACE PROPERTY & CASUALTY INSURANCE CO	ACE PROPERTY & CASUALTY INSURANCE CO
NAMED INSURED	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
FAA ID STATE NAME	N/A	N/A
COVERAGE FORM	OCCURRENCE	OCCURRENCE
DEDUCTIBLE	NIL	NIL
LIMITS		
LIMIT OF LIABILITY	\$2,000,000	✓
▪ EXTENDED COVERAGE-WAR, HI-JACKING & OTHER PERILS ANNUAL AGGREGATE	\$2,000,000	✓
▪ FIRE DAMAGE LIMIT ANY ONE FIRE	\$100,000	✓
▪ HANGARKEEPERS NOT "IN FLIGHT" LIMIT ANY ONE OCCURRENCE	\$1,000,000	✓
▪ HANGARKEEPERS NOT "IN FLIGHT" LIMIT ANY ONE AIRCRAFT	\$1,000,000	✓
▪ MALPRACTICE ANNUAL AGGREGATE	\$2,000,000	✓
▪ MEDICAL EXPENSE LIMIT ANY ONE PERSON	\$1,000	✓
▪ NON-OWNED AIRCRAFT LIABILITY	\$2,000,000	✓
▪ PERSONAL INJURY AND ADVERTISING INJURY ANNUAL AGGREGATE	\$2,000,000	✓
▪ PRODUCTS-COMPLETED OPERATIONS ANNUAL AGGREGATE	\$2,000,000	✓
CONDITIONS [NOT ALL INCLUSIVE]		
▪ 60 DAYS NOTICE OF CANCELLATION, NON-RENEWAL OR REDUCTION IN COVERAGE BY INSURER, BUT 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM	✓	✓

✓ PER EXPIRING

CHANGE OR IMPROVEMENT TO EXPIRING



EXPOSURE CHANGE

EXPOSURE CHANGE			
NAMED WINDSTORM COVERAGE			
EXPOSURE	2021 – 2022	2022 – 2023	% CHANGE
PROPERTY TIV	\$99,681,595	\$104,346,126	4.68%
NUMBER OF AUTOMOBILES	361	369	2.22%
NUMBER OF EMPLOYEES	410	419	2.20%
TOTAL PAYROLL	\$20,944,410	\$23,792,139	13.33%

EXPOSURE CHANGE			
NON-NAMED WINDSTORM COVERAGE			
EXPOSURE	2021 – 2022	2022 - 2023	% CHANGE
PROPERTY TIV	\$55,985,796	\$57,665,370	3.00%



PROPOSAL PRICING & BINDING AUTHORITY

AFTER CAREFUL CONSIDERATION OF THE REFERENCED PROPOSAL, WE ACCEPT YOUR INSURANCE PROGRAM AS
INDICATED WITH AN "X" BELOW: SEPARATELY

PROPERTY & CASUALTY COVERAGES PRM GL/LEL/AL/E&O DEDUCTIBLE: \$50,000	PREMIUM BREAKDOWN			BIND	
	2021 – 2022	2022 - 2023	% CHANGE	YES	NO
PRM PROPERTY & CRIME	\$470,909	\$492,472			
PRM EQUIPMENT BREAKDOWN	\$16,185	\$17,087			
PRM GL/LEL/AL/E&O	\$216,329	\$245,157			
PRM WORKERS' COMPENSATION	\$193,621	\$219,423			
PREFERRED MEMBER PARTICIPATION CREDIT	-\$4,485	-\$14,612			
GRAND TOTAL	\$892,560	\$959,527	7.50%		
OPTIONAL/ANCILLARY COVERAGES-					
POLLUTION LIABILITY	\$29,611	\$27,146			
CYBER LIABILITY INVOICED SEPARATELY BY WRM	\$17,900	\$22,504			
DRONE INVOICED SEPARATELY BY WRM	\$1,811	\$2,166			
AIRPORT LIABILITY INVOICED SEPARATELY BY WRM (3 ANNUAL INSTALLMENTS)	\$4,370	\$4,370			
EXCESS CRIME @ \$1,500,000 EXCESS OF \$525,000 INVOICED SEPARATELY BY WRM	\$4,927	\$5,023			
NON WIND ONLY PROPERTY	\$36,391	\$37,483	3.00%		

PAYMENT PLAN: PRM ALLOWS THEIR MEMBERS TO PAY THEIR TOTAL COSTS IN FOUR (4) QUARTERLY INSTALLMENTS. THE FIRST INSTALLMENT IS DUE AT INCEPTION AND IS EQUAL TO 25% OF ALL COSTS. THE REMAINING COSTS WILL BE PAID OVER THE NEXT THREE (3) QUARTERS.

THIS WARRANTS THAT YOU HAVE NO KNOWLEDGE OF ANY CLAIM, OR INCIDENT THAT MAY RESULT IN A CLAIM, THAT HAS NOT BEEN REPORTED TO THE INSURANCE CARRIER.

IT IS UNDERSTOOD AND AGREED THAT REFERENCED PROPOSAL PROVIDES ONLY A SUMMARY OF THE INSURANCE PROGRAM OPTIONS OFFERED. THE ACTUAL POLICIES WILL CONTAIN THE COMPLETE TERMS, CONDITIONS, DEDUCTIBLES, EXCLUSIONS, ETCETERA. PLEASE REVIEW POLICY LANGUAGE FOR A FULL UNDERSTANDING OF PURCHASED PROGRAM.

Member Signature

Date

Print Member Name

SIGNED BINDING AUTHORITY TO BE RETURNED BY 9/15/2022

THIS DOCUMENT IN ITS ENTIRETY IS CONFIDENTIAL & PROPRIETARY IN NATURE - NOT FOR PUBLIC RECORD.

CITY OF DELAND
Request for Commission Action
September 19, 2022

SUBJECT: Resolution Approving Sole Source Purchase Order - Biosolids Handling Services.

DEPARTMENT: Utilities

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

ATTACHMENTS: Resolution , Shelley's Letter

APPROVED BY: Michael Pleus, City Manager, September 15, 2022

SUMMARY/HIGHLIGHT:

Residual byproducts (biosolids) from the City's wastewater treatment plant are generated on a daily basis and, in fact, approximately 600 cubic tons per month are generated under normal flow conditions. For many years, the City has been able to dispose of biosolids by hauling it to a lime stabilization facility for disposal and blending to make a usable fertilizer product that meets the Florida Department of Environmental Services compliance.

Shelley's Environmental Systems has been the sole bidder when the contract for this service was advertised in the past on six different occasions and they have provided biosolids disposal services for the City for well over seventeen years. There are no other known vendors of similar services with adequate capacity to efficiently service our needs in this area, within a reasonable driving distance. In the attempt to save both time and cost, Shelley's Environmental Systems was asked to provide the City with a sole source proposal for services in 2015.

Shelley's Environmental Systems sole source proposal for spreading biosolids hauled by the City has remained at the same price for the last five years. Their unit price for lime stabilization of biosolids hauled by the City was \$40.00 per ton and now are asking for a price increase to \$55.00 per ton. Their price for hauling is \$75.00 per ton, if we would choose that service. (That option price is \$20.00 per ton, but would only be used in an emergency/contingency situation, if City trucks are down for repair. The City has never used this option to date.)

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Preparing for the Future/Sustainability

SUSTAINABILITY:

FISCAL IMPACT:

An estimated annual cost for handling biosolids delivered by the City to Shelley's Environmental Systems with estimated quantities for lime stabilization is \$290,000. This reflects an increased cost of \$15.00 per ton disposed by lime treatment. The estimated cost of hauling all of the biosolids to the lime facility would be \$290,000 for the year. The current budgeted amount of \$300,000 for the fiscal year of 2022-2023 will be sufficient to cover the regular handling of biosolids delivered by the City.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached service proposal for biosolids handling at \$55.00 per ton for lime stabilization and disposal by Shelley's Environmental Systems in accordance with their proposal dated June 10, 2022.

BACKGROUND/DISCUSSION:

In order to assess alternatives to the City's truck hauling, staff received the bid proposal for hauling and lime stabilizing services from Shelley's Environmental Systems, in addition to the lime disposal service. The bid for hauling plus disposal is \$75.00 per ton, for an estimated annual cost of \$393,750. Vit-Ag, an alternative biosolid treatment site available in the past, next to Shelley's has gone out of business. Also, we checked with the local Volusia County landfill and they still will not accept Biosolids.

Staff estimates that, at present, the cost to run the existing truck, including repairs, driver (part time), labor, fuel, insurance, etc. is approximately \$41,508 per year. Assuming the amortized cost for a replacement truck is approximately \$13,357 per year, hauling using a City-owned truck costs about \$6.83 per ton including labor. Adding the spreading and hauling cost of \$55.00 yields a total of \$61.83 per ton, which is still much more economical than the proposal price including hauling of \$75.00 per ton. In addition, there is considerable operational benefit to the City to be able to haul biosolids when necessary, as opposed to waiting for the contract operator to haul the biosolids in accordance with his schedule. In light of these facts, staff is recommending continuation of the current practice of City biosolids being hauled to the contract disposer's site.

RESOLUTION NO. 2022 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
AUTHORIZING THE SOLE SOURCE PROCUREMENT OF BIOSOLIDS
SERVICES FROM SHELLEY'S ENVIRONMENTAL SYSTEMS;
PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

WHEREAS, the Charter and Purchasing Regulations of the City of DeLand allow for procurement of goods or services without competitive bids in the event that only one provider of such goods or services is available; and

WHEREAS, the Charter requires the approval by resolution of the City Commission for procurement when only one source of goods or services is available; and

WHEREAS, the Utilities Director has informed the City Commission that, to the best of his knowledge, that there is only one provider and facility in the area that can provide efficient biosolids disposal services to the City; and

WHEREAS, Shelly's Environmental Systems, is the only known authorized biosolids facility in the area with sufficient capacity to efficiently dispose of the City's biosolids and has provided biosolids disposal services to the City for more than seventeen years.

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

Section 1. The City Commission hereby authorizes the sole source procurement of biosolids services from Shelly's Environmental Systems.

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

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

PASSED AND DULY ADOPTED this 19th day of September, 2022.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

Shelley's Environmental Systems

P. O. Box 249 • Zellwood, Florida 32798-0249

(407) 889-8042 Fax (407) 889-4408

June 10, 2022

City of Deland
Mr. James Ailes
120 S. Florida Ave.
Deland, FL 32720-5422

Dear Mr. Ailes,

I am writing you this letter to inform you that as of July 15th, 2022, Shelley's is changing the price for receiving loads at our facility to \$55.00 per ton. The reasons for this request are due to the dramatic increase in Shelley's costs.

There are three (3) main costs associated with the process of hauling and treatment of the product. These are labor, fuel and lime cost. Back in 2020, the US inflation rate was 1.4. Today, it is at 8.3.

- As with all companies trying to retain good employees, Shelley's has had to keep up with the burden with increased salaries and benefits.
- Back in 2020, a load of quick lime cost Shelley's \$250.43/ton. Today's cost is \$329.28/ton.
- Additionally, back in 2020, our fuel cost was \$2.359 for diesel and \$1.999 for gas. Today's cost for the same is \$5.759 and \$4.199.

We realize that this is short notice, but we have tried to hold off as long as we could hoping things would get better. Unfortunately, things keep getting worse with no end in sight.

I've attached copies of past and current receipts for your review. Please review this letter and give me some feedback at your earliest opportunity.

Again, we really appreciate the relationship we have with the Cty of Deland. However, we feel an increase is necessary to remain operating properly and profitable.

Thanks again for your business.

Regards,



Richard F. Donohue
General Manager

RECEIVED

JUN 17 2022

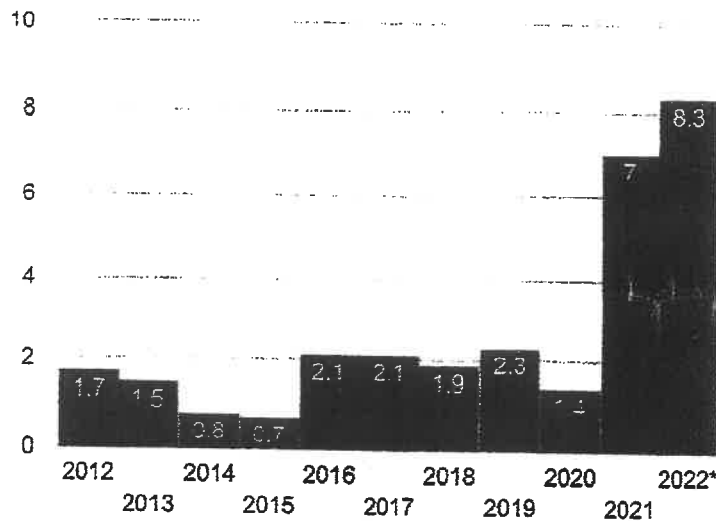
RECLAMATION

Current US Inflation Rates: 2000-2022

The annual inflation rate for the United States is 8.3% for the 12 months ended April 2022 after rising 8.5% previously, according to U.S. Labor Department data published May 11. The next inflation update is scheduled for release on June 10 at 8:30 a.m. ET. It will offer the rate of inflation over the 12 months ended May 2022.

The chart and table below display **annual US inflation rates** for calendar years from 2000 and 2012 to 2022. (For prior years, see historical inflation rates.) If you would like to calculate accumulated rates between two different dates, use the US Inflation Calculator.

Chart: United States Annual Inflation Rates (2012 to 2022)



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*The latest inflation data (12-month based) is always displayed in the chart's final column.

Table: Annual Inflation Rates by Month and Year

Since figures below are 12-month periods, look to the December column to find inflation rates by calendar year. For example, the rate of inflation in 2021 was 7.0%.

The last column, "Ave," shows the average inflation rate for each year using CPI data, which was 4.7% in 2021. They are published by the BLS but are rarely discussed in news media, taking a back seat to a calendar year's actual rate of inflation.

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ave
2022	7.5	7.9	8.5	8.3	Avail. June 10								
2021	1.4	1.7	2.6	4.2	5.0	5.4	5.4	5.3	5.4	6.2	6.8	7.0	4.7
2020	2.5	2.3	1.5	0.3	0.1	0.6	1.0	1.3	1.4	1.2	1.2	1.4	1.2
2019	1.6	1.5	1.9	2.0	1.8	1.6	1.8	1.7	1.7	1.8	2.1	2.3	1.8
2018	2.1	2.2	2.4	2.5	2.8	2.9	2.9	2.7	2.3	2.5	2.2	1.9	2.4
2017	2.5	2.7	2.4	2.2	1.9	1.6	1.7	1.9	2.2	2.0	2.2	2.1	2.1
2016	1.4	1.0	0.9	1.1	1.0	1.0	0.8	1.1	1.5	1.6	1.7	2.1	1.3
2015	-0.1	0.0	-0.1	-0.2	0.0	0.1	0.2	0.2	0.0	0.2	0.5	0.7	0.1
2014	1.6	1.1	1.5	2.0	2.1	2.1	2.0	1.7	1.7	1.7	1.3	0.8	1.6
2013	1.6	2.0	1.5	1.1	1.4	1.8	2.0	1.5	1.2	1.0	1.2	1.5	1.5
2012	2.9	2.9	2.7	2.3	1.7	1.7	1.4	1.7	2.0	2.2	1.8	1.7	2.1
2011	1.6	2.1	2.7	3.2	3.6	3.6	3.6	3.8	3.9	3.5	3.4	3.0	3.2
2010	2.6	2.1	2.3	2.2	2.0	1.1	1.2	1.1	1.1	1.2	1.1	1.5	1.6
2009	0	0.2	-0.4	-0.7	-1.3	-1.4	-2.1	-1.5	-1.3	-0.2	1.8	2.7	-0.4
2008	4.3	4.0	4.0	3.9	4.2	5.0	5.6	5.4	4.9	3.7	1.1	0.1	3.8
2007	2.1	2.4	2.8	2.6	2.7	2.7	2.4	2.0	2.8	3.5	4.3	4.1	2.8
2006	4.0	3.6	3.4	3.5	4.2	4.3	4.1	3.8	2.1	1.3	2.0	2.5	3.2
2005	3.0	3.0	3.1	3.5	2.8	2.5	3.2	3.6	4.7	4.3	3.5	3.4	3.4
2004	1.9	1.7	1.7	2.3	3.1	3.3	3.0	2.7	2.5	3.2	3.5	3.3	2.7
2003	2.6	3.0	3.0	2.2	2.1	2.1	2.1	2.2	2.3	2.0	1.8	1.9	2.3
2002	1.1	1.1	1.5	1.6	1.2	1.1	1.5	1.8	1.5	2.0	2.2	2.4	1.6

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Calculating Annual Inflation Rates

Annual rates of inflation are calculated using 12-month selections of the Consumer Price Index which is published monthly by the Labor Department's Bureau of Labor Statistics (BLS).

For example, to calculate the inflation rate for January 2017, subtract the January 2016 CPI of "236.916" from the January 2017 CPI of "242.839." The result is "5.923." Divide this number by the January 2016 CPI and then multiply by 100 and add a % sign.

The result is January's annual inflation rate of 2.5%.



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MISSISSIPPI LIME COMPANY

P.O. Box 840033
Kansas City, MO 64184-0033

Phone: 800-437-5463
314-543-6300
Fax: 314-543-6570

Invoice Number: 82909

Terms: NET 15 DAYS

Date: 04/28/2022

Bill To SHELLEYS SEPTIC TANK
600983 PO BOX 249
ZELLWOOD, FL 32798-0249 US

Ship To SHELLEYS SEPTIC TANK
702454 8505 W JONES AVE
ZELLWOOD, FL 32798 US

Shipment Date	Product Number	Product Description	Quantity	UOM	Unit Price	Amount
04/28/2022	530	FINES STANDARD HICAL QUICKLIME	25.800	TN	\$264.52	\$6,824.62
Bill of Lading: 54276-1						
VIA: TRUCK						
FOB: Destination						
FROM: CALERA, AL						
ALABAMA SEVERANCE TAX						
					\$0.10 TN	\$2.58
FUEL SURCHARGE %						
					56.00	\$1,668.31
Customer PO: VERBAL RICK						
Carrier: J&M AL						
Trailer No: P403						
Freight Terms: PREPAID						
Net Weight: 51,600.000						
Subtotal:						\$8,495.51
Total Tax :						\$0.00
Total Amount Due:						\$8,495.51

Please direct correspondence to: 3870 S. Lindbergh Blvd. Suite 200 St. Louis, MO 63127

Shelly Sam 9019

**WELCOME TO
ZELLWOOD TRUCK STOP
407-814-7004**

00030553104
CITGO ZELLWOOD TRUCK STOP
2607 W ORANGE BLOSSOM TRA
ZELLWOOD FL 32798

Description	Qty	Amount
UNLD CA #04	7.345G	14.68
SELF @ 1.999/ G		
Subtotal		14.68
Tax		0.00
TOTAL		14.68
CREDIT \$		14.68

ENTRY METHOD USED : Swipe
CARD TYPE: CITGO BUS SELECT
AUTH TIME: 064144
ACCT NUMBER: 5257
TRANS TYPE: SALE
ODOMETER: 9
PD SEQ#: 00021
AUTH: 606924 00
Ref #: 97000620159



Signature

I HEREBY ACKNOWLEDGE RECEIPT OF THIS
INVOICE AND THE ITEM PURCHASED. I
UNDERSTAND THAT I MUST PAY IN ACCORDANCE
TO THE AGREEMENT I ENTERED INTO AT THE
TIME THE CARD WAS ISSUED, OR TO THE
TERMS OF ANY SUBSEQUENT AGREEMENT.

DEALER#: 00030553104 Term ID: 10

THANKS COME AGAIN

ST# AB123 TILL XXXX DR# 1 TRAN# 1012432
CSH: 1 9/21/20 6:41:50 AM

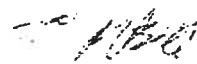
Shelly Tim-Mik Red Truck

**WELCOME TO
ZELLWOOD TRUCK STOP
407-814-7004**

00030553104
CITGO ZELLWOOD TRUCK STOP
2607 W ORANGE BLOSSOM TRA
ZELLWOOD FL 32798

Description	Qty	Amount
DIESEL CA #07	21.289G	50.22
SELF @ 2.359/ G		
Subtotal		50.22
Tax		0.00
TOTAL		50.22
CREDIT \$		50.22

ENTRY METHOD USED : Swipe
CARD TYPE: CITGO BUS SELECT
AUTH TIME: 061540
ACCT NUMBER: 5257
TRANS TYPE: SALE
ODOMETER: 9
PD SEQ#: 00021
AUTH: 587312 00
Ref #: 97000620126



Signature

I HEREBY ACKNOWLEDGE RECEIPT OF THIS
INVOICE AND THE ITEM PURCHASED. I
UNDERSTAND THAT I MUST PAY IN ACCORDANCE
TO THE AGREEMENT I ENTERED INTO AT THE
TIME THE CARD WAS ISSUED, OR TO THE
TERMS OF ANY SUBSEQUENT AGREEMENT.

DEALER#: 00030553104 Term ID: 10

THANKS COME AGAIN

ST# AB123 TILL XXXX DR# 1 TRAN# 1012426
CSH: 1 9/21/20 6:16:10 AM

Shelley, Donwien - 9024

**WELCOME TO
ZELLWOOD TRUCK STOP
407-814-7004**

00030553104
CITGO ZELLWOOD TRUCK STOP
2607 W ORANGE BLOSSOM TRA
ZELLWOOD FL 32798

Description	Qty	Amount
UNLD CA #03	8.4136	35.33
SELF @ 4.139/ G		
Subtotal		35.33
Tax		0.00
TOTAL		35.33
CREDIT \$		35.33

ENTRY: Swipe
CARD TYPE: CITGO BUS SELECT
AUTH TIME: 063103
ACCT NUMBER: 5257
TRANS TYPE: SALE
ODOMETER: 1
PD SEQ#: 00061
AUTH: 927543 00
Ref #: 97000740023



Signature

I HEREBY ACKNOWLEDGE RECEIPT OF THIS
INVOICE AND THE ITEM PURCHASED. I
UNDERSTAND THAT I MUST PAY IN ACCORDANCE
TO THE AGREEMENT I ENTERED INTO AT THE
TIME THE CARD WAS ISSUED, OR TO THE
TERMS OF ANY SUBSEQUENT AGREEMENT.

DEALER#: 00030553104 Term ID: 10

THANKS COME AGAIN

ST# AB123 TILL XXXX DR# 1 TRAN# 1018954
CSH: 1 5/6/22 6:31:12 AM

Shelley, William 370

**WELCOME TO
ZELLWOOD TRUCK STOP
407-814-7004**

00030553104
CITGO ZELLWOOD TRUCK STOP
2607 W ORANGE BLOSSOM TRA
ZELLWOOD FL 32798

Description	Qty	Amount
DIESEL CA #08	99.6926	574.13
SELF @ 5.759/ G		
Subtotal		574.13
Tax		0.00
TOTAL		574.13
CREDIT \$		574.13

ENTRY: Swipe
CARD TYPE: CITGO BUS SELECT
AUTH TIME: 142740
ACCT NUMBER: 5257
TRANS TYPE: SALE
ODOMETER: 1
PD SEQ#: 00061
AUTH: 823974 00
Ref #: 97000750444



Signature

I HEREBY ACKNOWLEDGE RECEIPT OF THIS
INVOICE AND THE ITEM PURCHASED. I
UNDERSTAND THAT I MUST PAY IN ACCORDANCE
TO THE AGREEMENT I ENTERED INTO AT THE
TIME THE CARD WAS ISSUED, OR TO THE
TERMS OF ANY SUBSEQUENT AGREEMENT.

DEALER#: 00030553104 Term ID: 10

THANKS COME AGAIN

ST# AB123 TILL XXXX DR# 1 TRAN# 1019129
CSH: 1 5/6/22 2:27:55 PM

CITY OF DELAND
Request for Commission Action
September 19, 2022

SUBJECT: Consideration re Award of Bid for Annual Cooperative Water & Wastewater Chemicals.

DEPARTMENT: Utilities

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

ATTACHMENTS: B2213Tab

APPROVED BY: Michael Pleus, City Manager, September 15, 2022

SUMMARY/HIGHLIGHT:

Staff recently advertised a new chemical bid package for budget years 22/23 through 25/26, with two one-year extensions. Specifically, the City purchases chlorine in 1-ton cylinders for wastewater disinfection, liquid aluminum sulfate (alum) for wastewater phosphorous removal, sulfur dioxide in ton cylinders to remove chlorine from wastewater effluent prior to discharge to the St. Johns River, liquid poly/orthophosphate for water line corrosion inhibitor in 55-gallon drums, hydroflousilicic acid in 15-gallon carboys to fluoridate potable water. In addition, the City uses two forms of liquid cationic polymer for biosolids reduction at the Wiley M. Nash WRF.

A tabulation of the bids received is attached. As can be seen, the firm of Allied Corporation is the low bidder for chlorine delivered in one-ton and 150-pound cylinders and sulfur dioxide delivered in ton cylinders. Chemtrade was the low bidder for Aluminum Sulfate. Polydyne was the low bidder once again for our cationic polymer. The city received no bids for hydroflousilicic acid for fluoridation and will purchase where possible as needed. This may require a single source or multiple source purchase to remain supplied at a yet to be determined cost, but is estimated to be about \$22,000 for the year.

While Shannon Chemicals submitted the lowest unit price for Liquid Poly/Orthophosphate, City bid requirements stated that products bid must either successfully pre-tested using analysis of metal coupons exposed over time to DeLand's potable water or have been previously used full scale in the City's water production system. The product submitted by Shannon Chemicals does not meet either of the stated criteria. The second lowest bidder for Poly/Orthophosphate is our current supplier, Carus Corporation, whose product has been successfully used in DeLand's water system for several years.

Corrosion rates and the ability of Poly/Orthophosphate corrosion inhibitors to control them are highly dependent on the chemistry of the water being treated and also characteristics of the water distribution system where the chemicals are used. These chemicals contain proprietary formulations which the vendors only disclose in vague terms so determination whether a generic equivalent will work is impossible without testing. Stringent regulations govern the amount of lead and copper allowed to corrode from both City distribution piping and also piping within our customers' facilities. Staff's concern that use of previously untested corrosion inhibitor may allow more corrosion than allowed by the regulatory limits was the reason that bidders were required to submit products previously tested or used in DeLand.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

Natural Resources

FISCAL IMPACT:

Based on best unit prices (from responsive bidders) and quantities estimated to be required, Staff projects the following annual fiscal impact:

Chlorine, 1-ton cylinders - \$ 148,455.00

Poly/Orthophosphate - \$ 65,524.80

Hydrofluosilicic Acid - \$ No Bids

Sulfur Dioxide, 1-ton cylinders - \$ 6,420.00

Liquid Aluminum Sulfate \$ 42,067.20

Liquid Cationic Polymer :

Belt Press (C1285) \$ 70,762.50

Rotary Drum (C1282) \$ 58,275.00

Chlorine, 150 lb. cylinders - \$112,000.00

Total Estimated Expenditure - \$503,504.50

Funds were dramatically increased in this year's proposed 22/23 fiscal year budget to reflect the expected price escalation for chemicals that we have experienced in this current fiscal year. However, all chemicals have exceeded the estimated cost placed into the proposed budget for these chemicals shown above totaling \$503,504.50. This creates a shortfall of \$42,524.80 in the Water Production chemical line item and \$117,492.50 in the Wastewater Treatment chemical line item. The proposed budget will need to be amended to cover this additional cost in both those two funds. Funds would therefore be available to pay for these necessary chemicals for the proper treatment of water and wastewater to meet regulatory requirements for the coming year.

RECOMMENDATION:

It is recommended that the City Commission award purchase order contracts to the various bidders as outlined below and on the attached bid tabulation. Specifically, award to the following firms is recommended:

Chlorine, 1-ton cylinders – Allied Universal Corporation

Poly/Orthophosphate – Carus Corporation

Hydrofluosilicic Acid – No bidder

Sulfur Dioxide, 1-ton cylinders – Allied Universal Corporation

Liquid Aluminum Sulfate – Chemtrade Chemicals US, LLC.

Liquid Cationic Polymer

Belt Press & Rotary Drum – Polydyne, Inc.

Chlorine, 150 lb. cylinders – Allied Universal Corporation

BACKGROUND/DISCUSSION:

N/A

Water & Wastewater Chemicals

B-22-13

Tabulation

Item Description	Unit	Allied Universal Corporation			Brenntag			Carus LLC			Chemtrade			C&S Chemicals			G2O Technologies		
		Est. Quantity	Unit Cost	Total Cost	Est. Quantity	Unit Cost	Total Cost	Est. Quantity	Unit Cost	Total Cost	Est. Quantity	Unit Cost	Total Cost	Est. Quantity	Unit Cost	Total Cost	Est. Quantity	Unit Cost	Total Cost
Liquid Chlorine (1 ton cylinders)	Cyls	75	\$1,979.40	\$148,455.00	75	\$2,208.00	\$165,600.00	75		\$0.00	75		\$0.00	75		\$0.00	75		\$0.00
Liquid Chlorine (150 lb cylinders)	Cyls	700	\$160.00	\$112,000.00	700	\$208.50	\$145,950.00	700		\$0.00	700		\$0.00	700		\$0.00	700		\$0.00
Hydrofluosilicic Acid (15 Gal Barbey Drums)	Gals	7,005		\$0.00	7005		\$0.00	7005		\$0.00	7005		\$0.00	7005		\$0.00	7005		\$0.00
Poly/Orth Phosphate (55 Gal Drums)	Drums	60		\$0.00	60		\$0.00	60	\$1,042.08	\$62,524.80	60		\$0.00	60		\$0.00	60		\$0.00
Flocculant Polymer (C1282 441 lb Drums)	Drums	70		\$0.00	70		\$0.00	70		\$0.00	70		\$0.00	70		\$0.00	70		\$0.00
Flocculant Polymer (C1685 450 lb Drums)	Drums	85		\$0.00	85		\$0.00	85		\$0.00	85		\$0.00	85		\$0.00	85		\$0.00
Liquid Sulfur Dioxide (1 ton cylinders)	Cyls	4	\$1,605.00	\$6,420.00	4	\$2,300.00	\$9,200.00	4		\$0.00	4		\$0.00	4		\$0.00	4		\$0.00
Liquid Aluminum Sulfate (8.3% AL 203)	Tons	240		\$0.00	240		\$0.00	240		\$0.00	240	\$175.28	\$42,067.20	240	\$241.69	\$58,005.60	240	\$286.20	\$68,688.00

Item Description	Unit	ICI Jones Chemicals, Inc.			SNF Polydyne			Thatcher Chemical of Florida, Inc.			Univar Solutions		
		Est. Quantity	Unit Cost	Total Cost	Est. Quantity	Unit Cost	Total Cost	Est. Quantity	Unit Cost	Total Cost	Est. Quantity	Unit Cost	Total Cost
Liquid Chlorine (1 ton cylinders)	Cyls	75		\$0.00	75		\$0.00	75		\$0.00	75		\$0.00
Liquid Chlorine (150 lb cylinders)	Cyls	700	\$270.00	\$189,000.00	700		\$0.00	700		\$0.00	700		\$0.00
Hydrofluosilicic Acid (15 Gal Barbey Drums)	Gals	7005		\$0.00	7005		\$0.00	7005		\$0.00	7005		\$0.00
Poly/Orth Phosphate (55 Gal Drums)	Drums	60		\$0.00	60		\$0.00	60		\$0.00	60		\$0.00
Flocculant Polymer (C1282 441 lb Drums)	Drums	70		\$0.00	70	\$832.90	\$58,303.00	70		\$0.00	70		\$0.00
Flocculant Polymer (C1685 450 lb Drums)	Drums	85		\$0.00	85	\$832.50	\$70,762.50	85		\$0.00	85		\$0.00
Liquid Sulfur Dioxide (1 ton cylinders)	Cyls	4		\$0.00	4		\$0.00	4		\$0.00	4		\$0.00
Liquid Aluminum Sulfate (8.3% AL 203)	Tons	240		\$0.00	240		\$0.00	240	\$374.50	\$89,880.00	240	\$205.98	\$49,435.20

Note: Pencco, Inc. submitted a statement of no bid. Shannon Chemical Company was deemed non-responsive. All bids are subject to review and tabulation is not final.



Memorandum

DATE: September 19, 2022

TO: MAYOR AND COMMISSIONERS

FROM: JULIE A. HENNESSY, CITY CLERK

RE: Announcement of Board Vacancies

BROWNFIELD ADVISORY COMMITTEE

Each Brownfield Advisory Committee shall consist of an odd number of members numbering no less than three and no more than seven, each of whom shall be appointed by the City Commission to serve for the duration of the Committee, unless a different term shall be set by the City Commission. The City Commission may appoint or remove members of the Committee at any time. The members may or may not be City residents, but should have a relation to the area in which the Committee has jurisdiction such as a resident, business owner, property owner, and the City Commission should strive to appoint one or more members with training or expertise in the fields of environmental science and economic development. The City Manager or his designee shall serve as an *ex officio* member of the Committee who shall not have a vote, but may be elected to be a presiding officer and shall serve as a City Commission liaison to the Committee.

The Brownfield Advisory Committee shall:

- (1). Be responsible for making recommendations to the City Commission regarding brownfields within the City.
- (2). Receive public comment on the rehabilitation and redevelopment of brownfields areas, future land use, local employment opportunities, community safety and economic justice. The Committee will also review outreach efforts and materials.
- (3). Review and recommend ways to encourage public interest and participation in the brownfields initiatives of the City.

(4). Invite persons to its meetings in an effort to provide local knowledge concerning the location of potentially contaminated sites and the possibility of redevelopment.

(5). Provide periodic reports to the City Commission either when directed to do so by the City Commission or the City Manager or on its own accord.

(6). Otherwise perform the functions set forth in Section 376.80(4), Florida Statutes.

[Ord. 2022-22; Reso. 2022-____]

CITIZENS ADVISORY TASK FORCE

Seats 1, 2 and 4 are vacant on the CATF. Terms are for four (4) years.

Requirements: Five (5) members appointed by the City Commission. A majority of the members shall, at all times, be residents of the area served by CDBG funds and all members shall be residents of the City. Members shall demonstrate an affirmative interest and concern about their community.

INTENT:

To provide advisory recommendations to the City Commission on the governance and applications for funding under the CDBG program; establish procedures for its operation and recommend to the City Commission the creation of a permanent Community Relations Committee when appropriate; serve in an advisory capacity on issues brought forth by the City Commission for its deliberation and recommendation. [Reso. 02-60; Reso 08-29].

DELAND HOUSING AUTHORITY

Seat 1 on the DeLand Housing Authority is vacant. Shall consist of five members appointed by the City Commission to serve four (4) year terms. The majority of the membership must be city residents. One member must be a recipient of Section 8 housing.

DUTIES:

A local public housing agency for undertaking and carrying out preliminary planning of low-rent housing projects and financial assistance in providing low-rent housing by leasing dwelling units in existing privately-owned structures. [Resolution Number: 68-33.]

[Resos 68-17, 68-23, 68-24, 87-31 & 90-49; F.S. Chap. 421]]

DELAND PLANNING BOARD

Seat 7 on the DeLand Planning Board is vacant. The Board shall consist of seven members who shall be residents of the City, who shall be appointed by the City Commission. The terms of the members shall be four years. Each year a chairman is elected from among the members.

POWERS:

- (a) To acquire and maintain in current form such basic information and materials as are necessary to an understanding of past trends, present conditions, and forces at work to cause changes in these conditions.
- (b) To prepare, amend and revise a comprehensive and coordinated general plan for meeting present requirements and such future requirements as may be foreseen.
- (c) To establish principles and policies for guiding action in the development of the area.
- (d) To prepare and recommend for adoption to the governing authority a zoning ordinance and map for its political jurisdiction.
- (e) To amend or supplement the zoning regulations and districts adopted.
- (f) To prepare and recommend to the governing body, other ordinances and resolutions promoting orderly development, along the lines indicated in the comprehensive plan for the growth and improvement of the area.
- (g) To determine whether specific proposed developments conform to the principles and requirements of the comprehensive plan.
- (h) To conduct public hearings as may be required to gather information necessary for the drafting, establishment and maintenance of the comprehensive plan.
- (i) To make, cause to be made or obtain special studies on the location, condition and adequacy of specific facilities of the area.
- (j) To keep the governing body and the general public informed and advised as to these matters.
- (k) To perform any other duties which may be lawfully assigned to it by the City Commission.

Requires filing of Annual Financial Form (Form 1). [Charter Section 78; Ordinance Number: 67-6, 88-07, 2005-34, 2007-46.]

Appointments are tentatively scheduled for the October 17, 2022 Regular Meeting of the City Commission. Applications are available in the City Clerk's office in City Hall Monday through Friday, 8:00 AM to 4:30 PM., or on the City's website.

cc: Rick Werbiskis, Community Dev. Director
Debbie Brizell, Office Admin.
Mike Holmes, Planning Director
Vivian Ford, Planning Admin. Coordinator
Marla Ivey, Community Dev. Coordinator
Millie Quinones, DeLand Housing Authority
Chris Graham, Community Information Specialist