



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
APRIL 3, 2023 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Pastor Peter Migner, The Nazarene Church DeLand

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Student Superstars of the Month.
2. City of DeLand, Art in Public Places.
3. Proclamation, Byllye Avery Day.
4. Proclamation, National Healthcare Decisions Month.
5. Proclamation, Water Conservation Month.
6. Employee Years of Service Award.

CONSENT AGENDA

1. Resolution Approving FY 2022-2023 Budget Amendment.
Presentation of a budget amendment for FY 2022/2023.
2. Consideration re Cost Share Agreement with St. John's River Water Management District, Cross Creek Phase 5 Reclaimed Water Main Extension.
Staff recommends that the City Commission approve the Cost Share Agreement between the St. Johns River Water Management District and the City of DeLand to help fund the Reclaimed Water System Expansion, Reclaim Phase 5 Crosscreek project.
3. Consideration re Award of Bid for Reclaimed Water Main Phase 5A.
Staff recommends that the City Commission award the Reclaimed Water Main Phase 5A Project to General Underground in the amount of \$2,327,585.00.
4. Consideration re Reclaimed Water Main Extensions- Phase 5 Part B Design and Bidding Scope of Services.
Staff recommends that the City Commission approve Mead & Hunt Amendment # 2 to RWM Phase five (5B) Design in the total amount of \$65,703.00.

5. Consideration re Task Order Assignment, Cross Creek Reclaimed Water Main Phase 5 Parts A and B CEI Services.

Staff recommends that the City Commission approve the subject task order with Mead & Hunt to provide CEI Services for the Phase 5 Reclaimed Water Main Extension project.

6. Resolution Approving Contract Time Extension for FDOT Grant 438416-1-94-01 (Amendment #4) - T-Hangar Development.

Staff recommends that the City Commission approve amendment No. 4 to allow additional time to finish the project.

7. Consideration re Change Order No. 2, DeLand Airport Northwest Industrial Business Access Road.

Staff recommends that the City Commission approve Change Order No. 2, in the amount of \$18,500.00, for the relocation of existing 12" water main along SR 11.

8. Consideration re Utility Service Agreement and Fair Share Agreement, Woodland Crossing Car Wash.

Staff recommends that the City Commission approve the Utility Service Agreement and Fair Share Agreement for Woodland Crossing Car Wash.

9. Consideration re Utility Service Agreement for Trinity Gardens.

Staff recommends that the City Commission approve the Utility Service Agreement for Trinity Gardens.

10. Consideration re Award of Bid, Marsh Road & Jacobs Landing - Stormwater Improvements.

Staff recommends that the City Commission award the Marsh Road & Jacobs Landing – Stormwater Improvements to All Terrain Tractor Service, Inc. in the amount of \$56,008.23.

11. Consideration re Impact Fee Installment Payment Agreement.

Consideration of an Impact Fee Installment Payment Agreement

12. Consideration re Approval of Addendum to the Agreement with the Volusia County Property Appraiser for the Utilization of the Uniform Method of Collection of Non-Ad Valorem Assessments.

Consideration re Approval of Addendum to the Agreement with the Volusia County Property Appraiser for the Utilization of the Uniform Method of Collection of Non-Ad Valorem Assessments.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

OLD BUSINESS

1. Second Reading of Ordinance No. 2023-05, Amending Chapter 30, Relating to Sewer/Wastewater Connection Fees and Incidental Utility Charges.

Ordinance modifying wastewater connection charges and various charges pertaining to water and wastewater utility services.

NEW BUSINESS

1. Resolution Approving Final Plat for Grandview Gardens, Located at 369 Grand Avenue.

The applicant, Tivia Bryan, Allen & Company, is seeking final plat approval to subdivide a 31.86-acre parcel into 98 single family residential lots, stormwater, open space tracts, tree protection areas and right of way.

2. Resolution Approving the Removal of One Historic Tree, Located at 1438 North Woodland Boulevard-Arby's Restaurant.

The applicant, Christopher Flynn, has requested that one historic tree located at the Arby's Restaurant at 1438 North Woodland Boulevard be allowed to be removed.

3. Resolution Approving or Denying Demolition of a Smokestack, Located at 1600 Essex Avenue, DeLand Municipal Airport and Resolution to Approve the Demolition of a Portion of an Existing Building.

The applicant is requesting approval of a demolition permit for a smokestack and a portion of an existing building located at 1600 Essex Avenue. The 3,600-square foot building was built in 1941. An 11,260 square-foot building addition was constructed in 1992. The entire western building totals 15,191 square feet. The site also includes other existing industrial buildings that are currently used for offices, cold storage and warehousing, and light manufacturing. The property and structures are owned by 1600 Essex Ave LLC. Due to the age of the 3,600 square foot portion of the building and the age of the smokestack, the items were sent to the Historic Preservation Board for review and recommendation prior to demolition.

CITY MANAGER REPORT

1. Update re HPB

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY COMMISSION

ADJOURNMENT

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

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

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

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

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

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

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

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

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



TO: Julia Hewitt, Deputy City Clerk

FROM: Teri Byrnes, Executive Assistant to the City Manager

DATE: March 22, 2023

SUBJECT: City of DeLand Super Star Student of the Month - April

For the April 3, 2023 agenda, the City of DeLand Super Star Student of the Month recognizes:

Blue Lake Elementary: Aaminah Crawford

Citrus Grove Elementary: Noah Baroni

DeLand High School: Mackenzie Cunningham

DeLand Middle School: Riley Derstine

DeLand Preparatory Academy: no submission

Freedom Elementary: Kelly Espinosa

George Marks Elementary: Elliott Rathbun

Southwestern Middle School: no submission

St. Barnabas: no submission

St. Peter's Catholic School: Leah Furney

Starke Elementary: Kylie Briseno

Stetson Baptist: no submission

TOP Academy: Makyla Stevenson

Woodward Avenue: Waylon Nolan



City of DeLand Art in Public Places

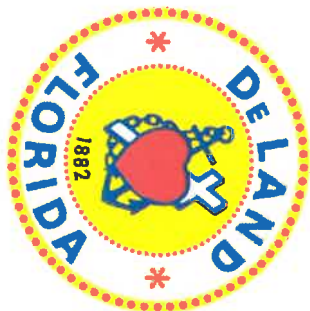
This Certificate is Presented to

Charlotte Costa

In recognition of your participation in the Art in Public Places Program
through George W. Marks Elementary School

Mayor Christopher M. Cloudman

Date



City of DeLand Art in Public Places

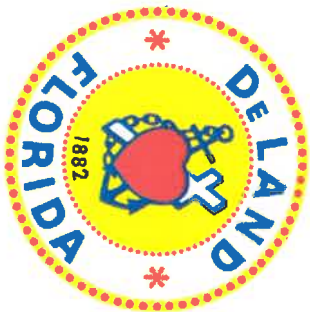
This Certificate is Presented to

Arlo Cohen

In recognition of your participation in the Art in Public Places Program
through George W. Marks Elementary School

Mayor Christopher M. Cloudman

Date



City of DeLand Art in Public Places

This Certificate is Presented to

Kylie Castellanos Crespi

In recognition of your participation in the Art in Public Places Program
through George W. Marks Elementary School

Mayor Christopher M. Cloudman

Date



City of DeLand Art in Public Places

This Certificate is Presented to

McKenzie Doyle

In recognition of your participation in the Art in Public Places Program
through George W. Marks Elementary School

Mayor Christopher M. Cloudman

Date



City of DeLand Art in Public Places

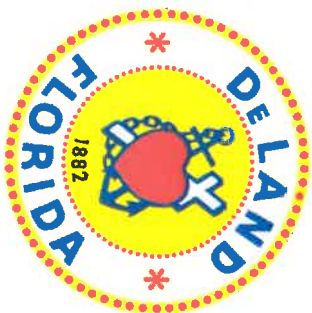
This Certificate is Presented to

Jesus Flores

In recognition of your participation in the Art in Public Places Program
through George W. Marks Elementary School

Mayor Christopher M. Cloudman

Date



City of DeLand Art in Public Places

This Certificate is Presented to

Natalie Fogle

In recognition of your participation in the Art in Public Places Program
through George W. Marks Elementary School

Mayor Christopher M. Cloudman

Date



City of Deland Art in Public Places

This Certificate is Presented to

Kieran Garrett

In recognition of your participation in the Art in Public Places Program
through George W. Marks Elementary School

Mayor Christopher M. Cloudman

Date



City of DeLand Art in Public Places

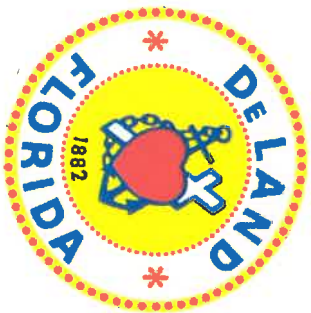
This Certificate is Presented to

Iker Gomez

In recognition of your participation in the Art in Public Places Program
through George W. Marks Elementary School

Mayor Christopher M. Cloudman

Date



City of Deland Art in Public Places

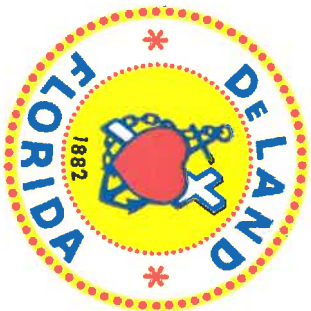
This Certificate is Presented to

Briella Gragg

In recognition of your participation in the Art in Public Places Program
through George W. Marks Elementary School

Mayor Christopher M. Cloudman

Date



City of DeLand Art in Public Places

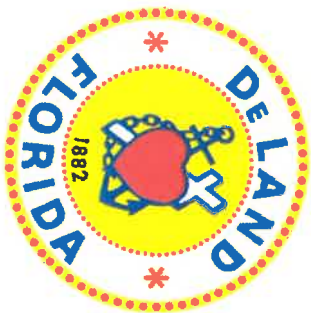
This Certificate is Presented to

Alayna Harris

In recognition of your participation in the Art in Public Places Program
through George W. Marks Elementary School

Mayor Christopher M. Cloudman

Date



City of DeLand Art in Public Places

This Certificate is Presented to

Brady Jones

In recognition of your participation in the Art in Public Places Program
through George W. Marks Elementary School

Mayor Christopher M. Cloudman

Date



City of DeLand Art in Public Places

This Certificate is Presented to

Riley Kop

In recognition of your participation in the Art in Public Places Program
through George W. Marks Elementary School

Mayor Christopher M. Cloudman

Date



City of DeLand Art in Public Places

This Certificate is Presented to

Genesis Luna

In recognition of your participation in the Art in Public Places Program
through George W. Marks Elementary School

Mayor Christopher M. Cloudman

Date



City of DeLand Art in Public Places

This Certificate is Presented to

Saylor Malinovsky

In recognition of your participation in the Art in Public Places Program
through George W. Marks Elementary School

Mayor Christopher M. Cloudman

Date



City of DeLand Art in Public Places

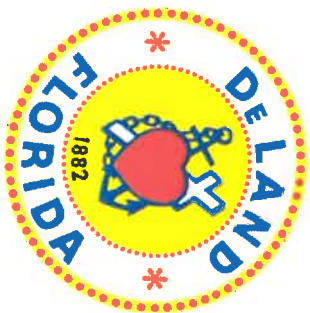
This Certificate is Presented to

Kay Andrea Monteith

In recognition of your participation in the Art in Public Places Program
through George W. Marks Elementary School

Mayor Christopher M. Cloudman

Date



City of DeLand Art in Public Places

This Certificate is Presented to

Rike Norton

In recognition of your participation in the Art in Public Places Program
through George W. Marks Elementary School

Mayor Christopher M. Cloudman

Date



City of DeLand Art in Public Places

This Certificate is Presented to

Liam Payne

In recognition of your participation in the Art in Public Places Program
through George W. Marks Elementary School

Mayor Christopher M. Cloudman

Date



City of DeLand Art in Public Places

This Certificate is Presented to

Charles Stollings

In recognition of your participation in the Art in Public Places Program
through George W. Marks Elementary School

Mayor Christopher M. Cloudman

Date



City of Deland Art in Public Places

This Certificate is Presented to

Liliana Vera

In recognition of your participation in the Art in Public Places Program
through George W. Marks Elementary School

Mayor Christopher M. Cloudman

Date



The CITY OF DELAND

Volusia County, Florida

Proclamation

***Whereas,** Byllye Yvonne Avery was born in 1937 in Waynesville, Georgia and her family moved to DeLand when she was only nine months old and where she grew up on a farm just one block off the main street; and*

***Whereas,** Ms. Avery graduated from Euclid High School in 1955, earned her BA in psychology from Talladega College and in 1967 she received a fellowship to obtain her master's in special education at the University of Florida; and*

***Whereas,** Ms. Avery is an American health care activist and a proponent of reproductive justice has worked to develop healthcare services and education that address black women's mental and physical health stressors, is the founder of the National Black Women's Health Project, the first national organization to specialize in black women's reproductive health issues; and*

***Whereas,** she has been awarded the MacArthur Foundation's Fellowship for Social Contribution and the Gustav O. Lienhard Award for the Advancement of Health Care from the Institute of Medicine of the National Academy of Sciences, the Essence Award for Community Service, Grassroots Realist Award, Dorothy I Height Lifetime Achievement Award, President's Citation of the American Public Health Association, Business and Professional Women's New Horizons Award, Ruth Bader Ginsburg Impact Award and the Aude Lorde Spirit of Fire Award; and*

***Whereas,** Ms. Avery is being honored by Stetson University for her ground-breaking work in the field of public health and will be hosting lectures on campus.*

***Now, therefore,** I, Christopher M. Cloudman, Mayor of the City of DeLand, do hereby proclaim April 3rd, 2023 as:*

Byllye Avery Day

in the City of DeLand and urge all citizens of DeLand to recognize the mental and physical health stressors in black women.

***Done and proclaimed** this 3rd day of April 2023.*

Christopher M. Cloudman, Mayor

Attest:

Julie A. Hennessy, City Clerk - Auditor



The CITY OF DELAND

Volusia County, Florida

Proclamation

Whereas, National Healthcare Decision Day is recognized across our nation on April 16, 2022 to raise public awareness of the need to plan ahead for health-care decisions, especially those related to end of life care and medical decision-making when patients are unable to speak for themselves, and to encourage the specific use of advanced directives to communicate these important health care decisions; and

Whereas, many DeLand residents have not yet prepared for health-care decisions in times of crisis or at end of life, nor had important conversations with their families and their healthcare with their families and documented those decisions; and

Whereas, it is likely a significant reason for these low percentages is that there is both a lack of awareness and an uncertainty in the public about Advanced Directives; and

Whereas, one of the goals of Healthcare Decisions Day is to raise awareness and provide clear and consistent information to the public about advanced directives, as well as to encourage medical professionals and lawyers to volunteer their time and efforts to improve public knowledge and increase the number of citizens with advanced directives; and

Whereas, Haven Hospice and other healthcare providers endorses this event and are committed to education the public during the month of April to stress the importance of discussing health care choices and executing advance directive to make their wishes known.

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

National Healthcare Decisions Month

in the City of DeLand and urge all citizens of DeLand to help recognize and raise awareness to National Healthcare Decisions Month.

Done and proclaimed this 3rd day of April 2022.

Robert F. Apgar, Mayor

Attest:

Julie A. Hennessy, City Clerk - Auditor



The CITY OF DELAND

Volusia County, Florida

Proclamation

Whereas, water is a basic and essential need of every living creature; and

Whereas, The State of Florida, Water Management Districts and DeLand are working together to increase awareness about the importance of water conservation; and

*Whereas, DeLand and The State of Florida has designated April, typically a dry month when water demands are most acute, **Florida's Water Conservation Month**, to educate citizens about how they can help save Florida's precious water resources; and*

Whereas, DeLand has always encouraged and supported water conservation, through various educational programs and special events; and

Whereas, every business, industry, school and citizen can make a difference when it comes to conserving water; and

Whereas, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community.

Now, therefore, I, Christopher M. Cloudman, Mayor of the City of DeLand, do hereby proclaim, April 2023 as:

Water Conservation Month

in the City of DeLand and urge all citizens and businesses of DeLand to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

Done and proclaimed this 3rd day of April 2023.

Christopher M. Cloudman, Mayor

Attest:

Julie A. Hennessy, City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
April 3, 2023

SUBJECT: Employee Years of Service Award.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, March 28, 2023

SUMMARY/HIGHLIGHT:

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

15 Years of Service

Daniel "Chad" Rhodes, Parks and Recreation Department

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended the City Commission present the service award.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
April 3, 2023

SUBJECT: Resolution Approving FY 2022-2023 Budget Amendment.

DEPARTMENT: Finance

PREPARED BY: Nick Segel, Budget Manager

ATTACHMENTS: Resolution, FY 22-23 Budget Amendment Details

APPROVED BY: Michael Pleus, City Manager, March 29, 2023

SUMMARY/HIGHLIGHT:

The budget amendments proposed are detailed in the attached summary and recommended after review of actual expenditures to date. The amendments proposed are primarily revisions to reflect anticipated actual revenues and expenditures.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

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

Operating Contingency balances after these amendments are as follows:

General Fund	\$153,042
Water & Sewer Fund	\$239,282
Airport Fund	\$0
Stormwater Fund	\$0
Permits & Inspections Fund	\$0

RECOMMENDATION:

Staff recommends the City Commission adopt the Resolution amending the FY 22/23 budget as presented.

BACKGROUND/DISCUSSION:

A new grant has been awarded in the Grants and Special Revenue Fund, \$56,387 for a Laser Crime Scene Scanning system. The proposed budget amendment includes \$291,000 for the replacement of the City Hall generator, along with \$17,500 for a temporary City Hall generator rental. The proposed budget amendment includes additional Hurricane Ian costs incurred to date and adjusts the Melching Field Renovation project for expenses paid directly by Stetson University.

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE BUDGET FOR THE GENERAL FUND, GRANT AND SPECIAL REVENUE FUND, CAPITAL FUND, WATER AND SEWER FUND, WATER TRUST FUND, AIRPORT FUND AND PERMITS AND INSPECTIONS FUND FOR THE FISCAL YEAR 2022-2023; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to amend the budget for the City of DeLand for fiscal year 2022-2023; 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 2022-2023 is amended in the following manner:

GENERAL FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		46,950,688	1,533,934	0	48,484,622
	Other Sources Revenue				
001-0000-331-550-IAN 22	FEMA FEDERAL REVENUE	0	1,100,000	0	1,100,000
001-0000-347-590	FEMA FEDERAL REVENUE	78,655	25,000	0	103,655
001-0000-380-000	FEMA FEDERAL REVENUE	3,791,334	408,934	0	4,200,268
EXPENDITURES		46,950,688	1,712,937	179,003	48,484,622
	City Commission				
001-0100-549-100	OTHER OBLIGATIONS	28,507	12,000	0	40,507
	Admin Services				
001-0106-544-100	RENTALS & LEASES	3,345	17,500	0	20,845
001-0106-599-100-IAN 22	HURRICANE IAN - 9/28/22	61,202	1,316,484	0	1,377,686
	Information Technology				
001-0110-415-100	SPECIAL PAY	9,205	50,000	0	59,205
001-0110-531-100	PROFESSIONAL SERVICES	140,736	25,000	0	165,736
	Fire				
001-1222-552-000	HARDWARE/SOFTWARE	42,714	3,000	0	45,714
001-1222-552-200	OPERATING CAPITAL	57,358	35,500	0	92,858
	Public Works Admin				
001-1301-555-100	TRAINING	3,150	15,000	0	18,150
	Fleet Maintenance				
001-1306-546-400	EQUIPMENT MAINTENANCE	10,015	0	5,300	4,715
	Trailer Park				
001-1405-543-200	WATER/SEWER/GARBAGE/SW	9,362	25,000	0	34,362
001-1405-546-100	BUILDING MAINTENANCE	75	3,621	0	3,696
	Transfers				
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	3,766,936	197,750	60,500	3,904,186
001-9999-991-190	TRANSFER TO GRANTS & SPEC REV	3,425,581	12,082	0	3,437,663
	Contingency				
001-9990-999-100	CONTINGENCY	266,245	0	113,203	153,042

HOMELESS SHELTER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		621,308	28,000	0	649,308
	Other Sources Revenue				
120-0000-380-000	USE OF RESERVES	246,308	28,000	0	274,308
EXPENDITURES		621,308	28,000	0	649,308
	Homeless Shelter				
120-1120-546-100	BUILDING MAINTENANCE	7,500	28,000	0	35,500

GOVERNMENTAL IMPACT FEES TRSUT FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		1,948,585	1,947	0	1,950,532
170-0000-380-140	USE OF RESERVES - P&R	452,445	1,947	0	454,392
EXPENDITURES		1,948,585	1,947	0	1,950,532
170-1403-663-000-PR2216	ECHO - ALABAMA GREENWAY TRAIL DESIGN	68,040	1,947	0	69,987

GRANT & SPECIAL REVENUE FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		13,212,070	68,469	1,437,278	11,843,261
190-0000-331-200-PD2312	JAG 2023 - DELAND CRIME SCENE PROCESSING	0	56,387	0	56,387
190-0000-366-000-PR2201	MELCHING FIELD RENOVATION & EXPANSION	2,970,242	0	1,437,278	1,532,964
190-9999-381-001	TRANSFER FROM GENERAL FUND	691,867	12,082	0	703,949
EXPENDITURES		13,212,070	68,469	1,437,278	11,843,261
	Police				
190-1226-664-000-PD2312	JAG 2023 - DELAND CRIME SCENE PROCESSING	0	68,469	0	68,469
	Parks				
190-1403-663-000-PR2201	MELCHING FIELD RENOVATION & EXPANSION	5,492,886	0	1,437,278	4,055,608

CAPITAL FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		9,228,720	304,190	60,500	9,472,410
	Other Sources Revenue				
300-9999-381-001	TRANSFER FROM GENERAL FUND	3,766,936	197,750	60,500	3,904,186
300-9999-381-401	TRANSFER FROM W&S FUND	242,267	66,890	0	309,157
300-9999-381-480	TRANSFER FROM P&I FUND	63,532	39,550	0	103,082

CAPITAL FUND (Continued)

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
EXPENDITURES		9,228,720	345,155	101,465	9,472,410
	Admin Services				
300-0106-664-000-AD2302	GENERATOR FOR CITY HALL	0	291,000	0	291,000
	Information Technology				
300-0110-663-000-IT2103	CLOSED CAPTIONING	15,000	0	15,000	0
300-0110-663-000-IT2302	IT SQL LICENSES	26,872	0	10,000	16,872
	Fire				
300-1222-664-000-FR2302	22-23-1222-02 BUNKER GEAR REPLACEMENT	35,500	0	35,500	0
300-1222-664-000-FR2304	2022 FORD INTERCEPTOR	40,965	0	40,965	0
	Fire Prevention				
300-1223-664-000-FR2304	2022 FORD INTERCEPTOR	0	40,965	0	40,965
	Streets				
300-1302-664-000-PW2309	REPLACE LOWBOY TRAILER 132130T	112,003	7,890	0	119,893
	Fleet Maintenance				
300-1306-664-000-PW2319	TRANSFER SWITCH	0	5,300	0	5,300

WATER & SEWER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		89,627,510	0	0	89,627,510
EXPENDITURES		89,627,510	425,978	425,978	89,627,510
	Utilities Administration				
401-4201-661-000-UT2247	UT ADMIN COMPLEX LAND ACQUISITIONS	149,778	257,655	0	407,433
	Water Distribution				
401-4204-663-000-UT2106	EDISON WATER MAIN	24,709	18,500	0	43,209
	Wastewater Treatment				
401-4205-552-500	W & WW CHEMICALS	330,900	37,933	0	368,833
	Utilities Maintenance				
401-4206-543-200	WATER/SEWER/GARBAGE/SW	3,645	45,000	0	48,645
	Transfers				
401-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	242,267	66,890	0	309,157
	Contingency				
401-9990-999-100	CONTINGENCY	322,215	0	82,933	239,282
401-9990-999-200	RESERVE CONTINGENCY	1,311,904	0	343,045	968,859

WASTEWATER TRUST FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		4,498,481	0	0	4,498,481
EXPENDITURES		4,498,481	11,454	11,454	4,498,481
	Water Distribution				
404-4240-663-000-WW2204	RECLAIM WATER EXPANSION PHASE #5 DESIGN	45,979	11,454	0	57,433
404-4240-663-000-WW2301	RECLAIM WATER EXPANSION CONST PHASE 5	3,500,000	0	11,454	3,488,546

PERMITS & INSPECTIONS FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		3,517,034	39,550	0	3,556,584
	Other Sources Revenue				
480-0000-380-000	USE OF RESERVES	1,149,341	39,550	0	1,188,891
EXPENDITURES		3,517,034	39,550	0	3,556,584
480-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	63,532	39,550	0	103,082

Section 2. In all other respects the Budget of the City of DeLand, Florida for fiscal year 2022-2023 is hereby ratified and confirmed as adopted by Resolutions 2022-77, 2022-108, 2022-109 and 2023-07.

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

PASSED AND DULY ADOPTED this 3rd day of April, 2023.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

FY 22-23 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
GENERAL FUND				
REVENUES		1,533,934	0	
001-0000-331-550-IAN 22	FEMA FEDERAL REVENUE	1,100,000		increase funding for Hurricane Ian expenses (\$1,100,000)
001-0000-347-590	TRAILER PARK	25,000		increase funding from trailer park rentals (accounting change - offsets increase in utilities)
001-0000-380-000	USE OF RESERVES	408,934		increase funding for Hurricane Ian expenses (\$216,484), replacement generator at City Hall (\$184,560) and Lowboy Trailer (\$7,890)
EXPENDITURES		1,712,937	179,003	
001-0100-549-100	OTHER OBLIGATIONS	12,000		increase appropriation for Marketing Software
001-0106-544-100	RENTALS & LEASES	17,500		increase appropriation for City Hall generator rental (7 of estimated 12 months rental)
001-0106-599-100-IAN 22	HURRICANE IAN - 9/28/22	1,316,484		increase appropriation for Hurricane Ian expenses
001-0110-415-100	SPECIAL PAY	50,000		increase appropriation for IT Special Pay
001-0110-531-100	PROFESSIONAL SERVICES	25,000		increase appropriation for Multi-Factor Authentication (RSA Security)
001-1222-552-000	HARDWARE/SOFTWARE	3,000		increase appropriation for EOC items
001-1222-552-200	OPERATING CAPITAL	35,500		increase appropriation for Bunker Gear replacement
001-1301-555-100	TRAINING	15,000		increase appropriation for CDL Training with Volusia County
001-1306-546-400	EQUIPMENT MAINTENANCE		5,300	decrease appropriation for Transfer Switch
001-1405-543-200	WATER/SEWER/GARBAGE/SW	25,000		increase appropriation for utilities (accounting change - offset by increase in rental income)
001-1405-546-100	BUILDING MAINTENANCE	3,621		increase appropriation for sewer and plumbing repairs at Trailer Park
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	197,750		increase transfer for replacement generator at City Hall (\$184,560), Lowboy Trailer (\$7,890) and Transfer Switch (\$5,300)
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND		60,500	decrease transfer for Bunker Gear replacement (\$35,500), Closed Captioning (\$15,000), and IT SQL Licenses (\$10,000)
001-9999-991-190	TRANSFER TO GRANTS & SPEC REV	12,082		increase transfer for FARO Laser Crime Scene Scanning system
001-9990-999-100	CONTINGENCY		113,203	decrease appropriation for Marketing Software (\$12,000), IT Special Pay (\$50,000), City Hall generator rental (\$17,500), CDL Training (\$15,000), EOC items for FD (\$3,000), sewer and plumbing repairs at Trailer Park (\$3,621), and FARO Laser Crime Scene Scanning System (\$12,082)
HOMELESS SHELTER FUND				
REVENUES		28,000	0	
120-0000-380-000	USE OF RESERVES	28,000		increase funding for building foundation repairs at Hope House
EXPENDITURES		28,000	0	
120-1120-546-100	BUILDING MAINTENANCE	28,000		increase appropriation for building foundation repairs at Hope House
GIFT FUND				
REVENUES		1,947	0	
170-0000-380-140	USE OF RESERVES - P&R	1,947		increase funding for Alabama Greenway Trail Design
EXPENDITURES		1,947	0	
170-1403-663-000-PR2216	ECHO - ALABAMA GREENWAY TRAIL DESIGN	1,947		increase appropriation for Alabama Greenway Trail Design
GRANT & SPECIAL REVENUE FUND				
REVENUES		68,469	1,437,278	
190-0000-366-000-PR2201	MELCHING FIELD RENOVATION & EXPANSION		1,437,278	reduce funding for Melching Field due to direct payments made by Stetson to vendors
190-0000-331-200-PD2312	JAG 2023 - DELAND CRIME SCENE PROCESSING	56,387		increase funding for FARO Laser Crime Scene Scanning system
190-9999-381-001	TRANSFER FROM GENERAL FUND	12,082		increase transfer for FARO Laser Crime Scene Scanning system
EXPENDITURES		68,469	1,437,278	
190-1226-664-000-PD2312	JAG 2023 - DELAND CRIME SCENE PROCESSING	68,469		increase appropriation for FARO Laser Crime Scene Scanning system
190-1403-663-000-PR2201	MELCHING FIELD RENOVATION & EXPANSION		1,437,278	reduce appropriation for Melching Field due to direct payments made by Stetson to vendors

FY 22-23 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
CAPITAL FUND				
REVENUES		304,190	60,500	
300-9999-381-001	TRANSFER FROM GENERAL FUND	197,750		increase funding for replacement generator at City Hall (\$184,560), Lowboy Trailer (\$7,890), and Transfer Switch (\$5,300)
300-9999-381-001	TRANSFER FROM GENERAL FUND		60,500	decrease funding for Bunker Gear replacement (\$35,500), Closed Captioning (\$15,000), and IT SQL Licenses (\$10,000)
300-9999-381-401	TRANSFER FROM W&S FUND	66,890		increase funding for replacement generator at City Hall (\$66,890)
300-9999-381-480	TRANSFER FROM P&I FUND	39,550		increase funding for replacement generator at City Hall (\$39,550)
EXPENDITURES		345,155	101,465	
300-0106-664-000-AD2302	GENERATOR FOR CITY HALL	291,000		increase appropriation for replacement generator at City Hall
300-0110-663-000-IT2103	CLOSED CAPTIONING		15,000	decrease appropriation for Closed Captioning
300-0110-663-000-IT2302	IT SQL LICENSES		10,000	decrease appropriation for IT SQL Licenses
300-1222-664-000-FR2302	22-23-1222-02 BUNKER GEAR REPLACEMENT		35,500	decrease appropriation for Bunker Gear replacement (moving to Operating)
300-1222-664-000-FR2304	2022 FORD INTERCEPTOR		40,965	decrease appropriation for 2022 Ford Interceptor (moving from 1222 to 1223)
300-1223-664-000-FR2304	2022 FORD INTERCEPTOR	40,965		increase appropriation for 2022 Ford Interceptor (moving from 1222 to 1223)
300-1302-664-000-PW2309	REPLACE LOWBOY TRAILER 132130T	7,890		increase appropriation for Lowboy Trailer (hasn't been approved by Michael yet)
300-1306-664-000-PW2319	TRANSFER SWITCH	5,300		increase appropriation for Transfer Switch
WATER & SEWER FUND				
REVENUES		0	0	
EXPENDITURES		425,978	425,978	
401-4201-661-000-UT2247	UT ADMIN COMPLEX LAND ACQUISITIONS	257,655		increase appropriation for additional land for Utilities Admin Complex
401-4204-663-000-UT2106	EDISON WATER MAIN	18,500		increase appropriation for change order #2 regarding relocation of water main along SR 11
401-4205-552-500	W & WW CHEMICALS	37,933		increase appropriation for additional aluminum sulfate
401-4206-543-200	WATER/SEWER/GARBAGE/SW	45,000		increase appropriation for new Volusia County Water Billing
401-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	66,890		increase transfer for replacement generator at City Hall (\$66,890)
401-9990-999-100	CONTINGENCY		82,933	decrease appropriation for additional aluminum sulfate (\$37,933) and Volusia County Water Billing (\$45,000)
401-9990-999-200	RESERVE CONTINGENCY		343,045	decrease appropriation for additional land for Utilities Admin Complex (\$257,655), for charge order #2 regarding relocation of water main along SR 11 (\$18,500) and for replacement generator at City Hall (\$66,890)
WASTEWATER TRUST FUND				
REVENUES		0	0	
EXPENDITURES		11,454	11,454	
404-4240-663-000-WW2204	RECLAIM WATER EXPANSION PHASE #5 DESIGN	11,454		increase appropriation for Reclaimed Water Main Extension Phase 5 Design
404-4240-663-000-WW2301	RECLAIM WATER EXPANSION CONST PHASE 5	-	11,454	decrease appropriation for Reclaimed Water Expansion Construction Phase 5
PERMITS & INSPECTIONS FUND				
REVENUES		39,550	0	
480-0000-380-000	USE OF RESERVES	39,550		increase funding for replacement generator at City Hall (\$39,550)
EXPENDITURES		39,550	0	
480-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	39,550		increase transfer for replacement generator at City Hall (\$39,550)

CITY OF DELAND
Request for Commission Action
April 3, 2023

SUBJECT: Consideration re Cost Share Agreement with St. John's River Water Management District, Cross Creek Phase 5 Reclaimed Water Main Extension.

DEPARTMENT: Utilities

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

ATTACHMENTS: 38137 City of Deland Agreement

APPROVED BY: Michael Pleus, City Manager, March 29, 2023

SUMMARY/HIGHLIGHT:

During the last fiscal year, the City Commission authorized the design of a Reclaimed Water Main Extension from the Cascades Subdivision to the Cross Creek Subdivision, retrofitting the reclaimed lines. This project was submitted to St. John's River Water Management District (SJRWMD) in February for grant consideration. SJRWMD staff gave this project a favorable ranking and recently, the Governing Board approved a grant to pay up to 25% of the estimated \$3,024,496 construction cost. In addition, a recommendation was made to the Florida Department of Environmental Protection (FDEP) to fund an additional 25% of project costs. The FDEP has actually awarded the city an additional 50% funding, bringing the anticipated amount of the grant to a total of 75% for this project.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

Natural Resource Limits

FISCAL IMPACT:

Upon acceptance of the SJRWMD grant, the City would receive funding of up to \$2,268,372 towards the \$3,024,496 anticipated project cost. The acceptance of both the SJRWMD and FDEP grants would decrease the Wastewater Trust Funds required to be spent by the city by 75% of the projected project amount. The FY 22/23 budget actually includes \$3,500,000 for this project with \$756,124 in grant funding in the Wastewater Trust Fund.

RECOMMENDATION:

Staff recommends that the City Commission approve the Cost Share Agreement between the St. Johns River Water Management District and the City of DeLand to help fund the Reclaimed Water System Expansion, Reclaim Phase 5 Crosscreek project.

BACKGROUND/DISCUSSION:

N/A

**COST-SHARE AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND CITY OF DELAND**

THIS AGREEMENT (“Agreement”) is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the “District”), whose address is 4049 Reid Street, Palatka, Florida 32177, and CITY OF DELAND (“Recipient”), 120 South Florida Avenue, DeLand, Florida 32720. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

RECITALS

The waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water. Pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area.

The District 2022-2023 cost-share funding program is designed to fund the construction of local stormwater management and alternative water supply projects as well as conservation implementation projects. Its goals are to contribute to: (1) reduction in water demand through indoor and outdoor conservation measures; (2) development of alternative or non-traditional water supply sources; such as reclaimed water, surface water, or seawater; (3) water quality improvements (for example, nutrient-loading reduction in springsheds or other surface-water systems); and (4) water resource development opportunities (for instance, increasing available source water through expansion or development of surface-water storage). The current cost-share funding program also recognizes the importance of providing funding opportunities for construction of flood protection and natural-systems restoration projects, which are important components of the District’s core mission focus.

The District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the water resources and one or more of the District’s missions and initiatives.

At its May 10, 2022 meeting, the Governing Board selected Recipient’s proposal for cost-share funding. The parties have agreed to jointly fund the following project in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter the “Project”):

DeLand Reclaimed Water Main Extension Phase 5

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A — Statement of Work; and (3) all other attachments, if any. The parties hereby agree to the following terms and conditions.

1. **TERM; WITHDRAWAL OF OFFER**

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same (“Effective Date”) until September 30, 2024 (“Completion Date”). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made before July 1, 2024. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof (e.g., delivery of a final report, will remain in full force and effect after the Completion Date as necessary to effect performance).
- (b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates 90 days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District’s Project Manager, stating the reason(s) therefor. Request for extension of time after the 90 days will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.
- (c) If the construction project, or the conservation project, which is eligible for District reimbursement, does not begin before June 30, 2023, the cost-share agreement will be subject to termination and the funds subject to reallocation.

2. **DELIVERABLES.** Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District’s Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.

3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

4. **AMOUNT OF FUNDING**

- (a) For satisfactory completion of the Project, the District shall pay Recipient 75% of the total construction cost of the Project, but in no event shall the District cost-share exceed \$2,268,372. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District’s Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.
- (b) “Construction cost” is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, permitting, and solicitation costs are excluded. Construction cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient’s cost-share.
- (c) Work performed or expenses incurred after the Completion Date are not eligible for Cost-Share reimbursement.

5. PAYMENT OF INVOICES

- (a) Recipient shall submit itemized invoices as per the Statement of Work, Attachment A for reimbursable expenses by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for 75% of approved cost or the not-to-exceed sum of \$2,268,372, whichever is less. The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice for Work completed as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice for Work completed as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
- (d) All invoices shall include the following information: (1) District contract number; (2) Recipient's name, address, and authorization to directly deposit payment into Recipient's account (if Recipient has not yet provided the District with a completed Direct Deposit Authorization form); (3) Recipient's invoice number and date of invoice; (4) District Project Manager; (5) Recipient's Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work), in addition, see Attachment D, "CONTRACT PAYMENT REQUIREMENTS FOR STATE FUNDED COST REIMBURSEMENT CONTRACTS"; (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within 20 business days of receipt, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 391.
- (f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in

the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

- (g) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).

6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in §768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations. If Florida Department of Environmental Protection ("FDEP") funds will be used to fund all or a portion of the Agreement, additional FDEP insurance requirements applicable to the Recipient are included in the insurance attachment to the Agreement.
7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. **PROJECT MANAGEMENT**

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

DISTRICT
 Dr. Nitesh Tripathi, Project Manager
 St. Johns River Water Management District
 4049 Reid Street
 Palatka, Florida 32177-2571
 Phone: 386-312-2359
 Email: ntripathi@sjrwmd.com

RECIPIENT
 Jim Ailes, Project Manager
 City of DeLand
 120 South Florida Avenue
 DeLand, Florida 32720
 Phone: 386-626-7250
 Email: ailesj@deland.org

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor adjustments to the Project that are consistent with the purpose of the Project. Both parties must sign the DSI. A DSI may not be used to change the District cost-share or percentage, quantity, quality or the Completion Date of the Project, or to change or modify the Agreement.

9. **PROGRESS REPORTS AND PERFORMANCE MONITORING.**

- (a) **Progress Reports.** Recipient shall provide to the District quarterly Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Recipient shall use the District's Project Progress Report form, Attachment B. Recipient shall submit the Project Progress Reports to the District's Project Manager and District's Budget Coordinator within 30 days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).
- (b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

- 10. **WAIVER.** The delay or failure by the District to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the District's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

11. **FAILURE TO COMPLETE PROJECT**

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within 90 days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.
- (b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs 11(a) and 11(b) shall survive the termination or expiration of this Agreement.

12. **TERMINATION.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District may provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have 30 days following receipt of the notice to cure the breach. If Recipient fails to cure the breach within the 30-day period, the District shall issue a Termination for Default Notice terminating this Agreement without further notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within 30 days of such termination. The District may also terminate this Agreement upon ten days' written notice in the event of any material misrepresentations in the Project Proposal.

Delay or failure by the District to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the District's rights or remedies for any subsequent breach or continued breach of this Agreement.

ADDITIONAL PROVISIONS

13. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.

14. AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS

- (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least five years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.
- (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein, including but not limited to construction materials not used in the Project; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; (4) Recipient has been advanced or paid unobligated funds; (5) Recipient has been paid funds in excess of the amount Recipient is entitled to receive under the Agreement; and/or (6) Recipient has received more than 100% contributions through cumulative public agency cost-share funding.

15. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.

16. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Recipient and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

17. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.
18. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs
19. **FLORIDA SINGLE AUDIT ACT**
- (a) **Applicability.** The Florida Single Audit Act (FSAA), §215.97, Fla. Stat., applies to all sub-recipients of state financial assistance, as defined in §215.97(1)(q), Fla. Stat., awarded by the District through a project or program that is funded, in whole or in part, through state financial assistance to the District. In the event Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Recipient, Recipient must have a state single or project-specific audit for such fiscal year in accordance with §215.97, Fla. Stat.; applicable rules of the Department of Financial Services; and chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, Recipient shall consider all sources of state financial assistance, including state financial assistance received from the District, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. Recipient is solely responsible for complying with the FSAA.
- If Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of §215.97, Fla. Stat., is not required. In such event, should Recipient elect to have an audit conducted in accordance with §215.97, Fla. Stat., the cost of the audit must be paid from the non-state entity's resources (i.e., Recipient's resources obtained from other than State entities).
- (b) **Program Information.** This Agreement involves the disbursement of state funding by the Florida Department of Environmental Protection (FDEP). Funding is provided under the State of Florida, Alternative Water Supply Program, in the amount of \$1,512,248. The Florida Catalog of State Financial Assistance (CSFA) number for this program is CSFA No. 37.100. The District is providing funding in the amount of \$756,124.
- (c) **Additional Information.** For information regarding the state program under the above CSFA number, Recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa/catalog.aspx> for assistance. The following websites may be accessed for additional information: Legislature's Website at <http://www.leg.state.fl.us/>, State of Florida's website at <http://myflorida.com>, District of Financial Services' website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.
- (d) **Allowable Costs.** Recipient may only charge allowable costs to this Agreement, as otherwise provided herein. Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be returned to the District.

- (e) **Audit Requirements.** Recipient shall ensure that the audit complies with the requirements of §215.97(7), Fla. Stat. This includes submission of a financial reporting package as defined by §215.97(2), Fla. Stat., and chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Recipient shall comply with the program requirements described in the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Statement of Work.
 - (f) **Financial Reporting.** Recipient shall provide the District with a copy of any reports, management letters, or other information required to be submitted in accordance with chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable, no more than 20 days after its preparation. Recipient shall indicate the date the reporting package was delivered to Recipient in correspondence accompanying the reporting package. This information shall be directed to: St. Johns River Water Management District, Finance Director, Office of Financial Services, 4049 Reid Street, Palatka, FL 32177. A copy of the report shall also be provided to the Auditor General's Office at the following address: State of Florida Auditor General, Room 401, Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32399-1450.
 - (g) **Monitoring.** In addition to reviews of audits conducted in accordance with §215.97, Fla. Stat., as revised, monitoring procedures may include, but not be limited to, on-site visits by District staff, limited scope audits, and/or other procedures. Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the District. In the event the District determines that a limited scope audit of Recipient is appropriate, Recipient agrees to comply with any additional instructions provided by the District to Recipient regarding such audit. Recipient agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the District's Inspector General or the state Chief Financial Officer or Auditor General.
 - (h) **Examination of Records.** In addition to the District's audit rights otherwise provided for herein, Recipient shall permit the District or its designated agent, the state awarding agency, the Department of Financial Services, the state's Chief Financial Officer and the state's Auditor General to examine Recipient's financial and non-financial records to the extent necessary to monitor Recipient's use of state financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations, which may include onsite visits and limited scope audits.
 - (i) **Records Retention.** Notwithstanding any other provision of this Agreement to the contrary, Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the District, or its designee, state Chief Financial Officer, or Auditor General access to such records upon request. Recipient shall ensure that audit working papers are made available for such access for a period of three years from the date the audit report is issued, unless extended in writing by the District.
20. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state legal proceeding is Putnam County or federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

21. **INDEPENDENCE OF PARTIES.** The parties are independent entities and do not serve as agents or representatives of one another. This Agreement does not create a joint venture relationship between the parties. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health care, and tax laws pertaining to Recipient, its officers, agents, and employees.
22. **CONFLICTING INTEREST IN RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in §112.312, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
23. **NON-LOBBYING.** Pursuant to §216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
24. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.
25. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Fla. Stat., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
26. **SCRUTINIZED COMPANIES.** Recipient certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the District may immediately terminate this Agreement at its sole option if the Recipient is found to have submitted a false certification; or if the Recipient is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
27. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
28. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CITY OF DELAND

By: _____
Mary E. Winkler, Assistant Executive Director, or Designee

By: _____

Typed Name and Title

Date: _____

Date: _____

Attest: _____

Typed Name and Title

Attachments:

Attachment A — Statement of Work

Attachment B — Project Progress Report Form

Attachment C — District Supplemental Instructions Form

Attachment D — Contract Payment Requirements for State-Funded Cost Reimbursement Contracts (if applicable)

Attachment E — Insurance Requirements (if applicable)

ATTACHMENT A - STATEMENT OF WORK

DELAND RECLAIMED WATER MAIN EXTENSION PHASE 5

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) is continuing its Cooperative Cost Share Initiative Program in Fiscal Year (FY) 2022-2023 to develop and implement resource and water supply development projects and promote conservation. On May 10, 2022, the District's Governing Board approved funding for Cooperative Cost Share projects. Each project selected for funding will have a positive benefit to one or more of the District's core missions; including water supply, water quality, natural systems or flood mitigation.

The City of DeLand (Recipient) requested funding for their Reclaimed Water Main Extension Phase 5 project (Project) for the not to exceed amount of \$756,124 towards the estimated construction cost of \$3,024,495. This request was approved by the Governing Board. The FDEP approved an additional \$1,512,248 in funding for the Project under their Alternative Water Supply (AWS) program. The total not to exceed amount for this Agreement is \$2,268,372. The Recipient is located in Volusia County.

II. OBJECTIVES

The objective of this Agreement is to provide cost share dollars that will enable the Recipient to provide reclaimed water for irrigation by replacing potable water to approximately 200 homes in the Cross Creek subdivision. This Project will reduce per capita consumption within the Recipient's service area and enhance recharge in the region. The Project will provide a water supply benefit to Volusia Blue springshed.

II. SCOPE OF WORK

The Project includes the installation of approximately 4,700 linear feet (LF) of reclaimed water main and approximately 13,500 LF of reclaimed distribution main to serve the Cross Creek subdivision and community park. The Project also includes installation of an inline booster pump station in the existing 20" effluent outfall/river intake pipeline.

IV. PROJECT ADMINISTRATION AND DELIVERABLES

The Recipient shall be responsible for the following:

- Complete and obtain final project design, construction plans, and specifications;
- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for project construction;
- Perform supervision and inspection of construction;
- Perform construction contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended.

The Recipient shall provide the following to the District's Project Manager:

- Timely invoices for actual construction costs in accordance with this cost share agreement (i.e. quarterly, with appropriate substantiation that demonstrates that the applicant has paid for the total

work cost and is seeking reimbursement) to enable proper review by the District's Project Manager prior to payment authorization. Deliverables to be submitted with invoices include (as applicable):

- Interim progress status summaries including inspections, meeting minutes and field notes and dated color photographs of the construction completed to include on-going work that represents the time-period being invoiced;
- Final invoice submittals for completed construction including inspections and dated color photographs of the construction site prior to, during and immediately following completion of the construction task;
- Construction plans, specifications, and contract documents for the site work must be made available upon request;
- Written verification that the record drawings and any required final inspection reports for the project are received;
- Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, an updated spend-down plan, key issues to be resolved, project construction photos with dates. Quarterly reports shall also be emailed to the District's Budget Coordinator at hnbarber@sjrwmd.com.
- The Recipient shall submit a final project report within 15 days of Final Completion and acceptance by City of DeLand detailing the Project's accomplishments and any issues resolved during the course of the work.
- Certification of construction completion by a Professional Engineer registered in the state of Florida.

The Recipient shall ensure the task in the Task Identification section below is completed.

V. TASK IDENTIFICATION AND TIME FRAMES

The expiration date of this cost share agreement is September 30, 2024. The projected schedule is as follows:

Task Description	Anticipated Start Date	Anticipated Completion Date
Construction	May 15, 2023	July 30, 2024

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall pay Recipient 75% percent of the total construction cost of the Project, but in no event shall the District's cost-share exceed \$2,268,372. It is anticipated that the FY breakdown will be \$1,361,023 for FY 2023 and \$907,349 for FY2024.

Recipient shall invoice the District quarterly with appropriate documentation. The District's Project Manager shall provide an invoice template that will be used. Invoices shall include a copy of the contractor's invoices submitted to the Recipient, proof of payment by Recipient, list of addresses and types of the properties connected (if applicable), and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this Project is less than originally estimated, the District's cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information. Recipient may invoice the District for Project construction work beginning October 1, 2022. The District will not reimburse for any expenses prior to October 1, 2022.

Estimated Cost Schedule for Reimbursement (all dollar amounts are approximate and may be reallocated between the FYs).

FY23 (10/1/2022 – 9/30/2023)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Construction	\$1,814,697	\$1,361,023

FY24 (10/1/2023 – 9/30/2024)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Construction	\$1,209,798	\$907,349

**ATTACHMENT B
PROJECT PROGRESS REPORT**

**St. Johns River Water Management District
Project Progress Report**

Contract #: 38137

Date: _____

Report Number: _____

Contract/Project Identification

Project Name:	DeLand Reclaimed Water Main Extension Phase 5				
Recipient:	City of DeLand				
SJRWMD Contract Number:	38137		SJRWMD Project Manager:	Dr. Nitesh Tripathi	
			Recipient's Project Manager:	Jim Ailes	

Construction Schedule

Construction Start Date:	
Construction Completion Date:	
Contract Expiration Date:	

Reporting Period

Beginning Date:	
Ending Date:	

Cost-Share Budget

Total Cost-Share Budget:		Cost-Share Amount Expended This Period:	
Cost-Share Amount Expended To-date:		Percent Cost-Share Budget Expended:	

Spend-Down Plan

Fiscal Year 1

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Fiscal Year 2

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Project Readiness and Schedule Tracking

Project Phase	% Complete Shown in Application	% Complete Currently	Start Date Shown in Application	Completion Date Shown in Application	Current Start Date	Current Completion Date	Notes: Explain anticipated deviations from schedule
Planning							
Design							
Permitting							
Bidding & Award							

SOW Construction Tasks/Milestones/Deliverables

Task Number	Tasks/Milestones/Deliverables	Total Construction % Complete	Start Date Shown in SOW	Completion Date Shown in SOW	Current Start Date	Current Completion Date
1						

Project update including problems, issues and solutions. Explain in detail.

Include digital photographs of work accomplished during reporting period. Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

ATTACHMENT C — DISTRICT'S SUPPLEMENTAL INSTRUCTIONS (sample)**DISTRICT SUPPLEMENTAL INSTRUCTIONS #**

DATE:

TO: Jim Ailes
City of DeLand
120 South Florida Avenue
DeLand, FL 32720

FROM: Dr. Nitesh Tripathi, Project Manager

CONTRACT NUMBER: 38137

CONTRACT TITLE: DeLand Reclaimed Water Main Extension Phase 5

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor adjustments to the work as consistent with the Contract Documents and return to the District's Project Manager.

1. RECIPIENT'S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: .

Recipient's approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(Recipient agrees to implement the Supplemental Instructions as requested but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____

Dr. Nitesh Tripathi, District Project Manager

Acknowledged: _____ Date: _____

Breanna Pierce, District Procurement Specialist

c: Contract file
Financial Services

**ATTACHMENT D – CONTRACT PAYMENT REQUIREMENTS
FOR STATE-FUNDED COST REIMBURSEMENT CONTRACTS**

Invoices for state-funded cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed, indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation shall clearly reflect the dates of service. Only expenditures for categories in the approved contract budget will be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements by cost category:

Salaries: Submit a payroll register or similar documentation showing gross salary charges, fringe benefits, other deductions, and net pay. If an individual is paid by the hour, a document reflecting the hours worked times the rate of pay is acceptable.

Fringe Benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage, rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with §112.061, Fla. Stat., which includes submission of the claim on the approved State of Florida (State) or District travel voucher.

Other direct costs: Reimbursement is based upon paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in §273.02, Fla. Stat., for subsequent transfer to the State.

In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units, times the rate being charged. The rates must be reasonable.

Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

The “Reference Guide for State Expenditures” prepared by the Florida Department of Financial Services can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT E — INSURANCE REQUIREMENTS

Including Florida Department of Environmental Protection Insurance Requirements

Recipient shall acquire and maintain, and ensure that any sub-recipients, contractors, and subcontractors, similarly acquire and maintain, until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Recipient shall not commence the Work until the District receives and approves Certificates of Insurance documenting Recipient's required coverage. Recipient's General Liability policy shall include Endorsement CG 20101185, or equivalent, naming the St. Johns River Water Management District ("District") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than thirty (30) days written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements. In addition, Recipient's General Liability insurance and Automobile Liability insurance shall include the State of Florida, the Florida Department of Environmental Protection, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement. If the Recipient is self-funded for any category of insurance, then the Recipient shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Recipient's officers, employees, servants and agents while acting within the scope of their employment with the Recipient for the entire length of the Agreement.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the District. Approval will not be unreasonably withheld. Recipient is responsible for any deductible or self-insured retention. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida and having an A.M. Best rating of A-V or greater. If any work proceeds over or adjacent to water, the Recipient shall secure and maintain, as applicable, any other type of required insurance, including but not limited to, Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits not less than \$300,000 each. District receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. Such policies shall cover all employees engaged in any contract Work. If Recipient claims an exemption from workers' compensation coverage, Recipient must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Recipient must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts. Recipient is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this project. In case any class of employees engaged in hazardous work under this Agreement is not protected under Worker's Compensation statutes, the Recipient shall provide, and cause each sub-recipient, contractor, or subcontractor, to provide, adequate insurance satisfactory to the District and the Florida Department of Environmental Protection, for the protection of its employees not otherwise protected.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$1,000,000/\$2,000,000, for personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.

(c) **Automobile Liability.** Minimum limits of liability shall be as follows:

1. \$300,000 — Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
2. \$300,000 — Hired and Non-owned Automobile Liability Coverage

CITY OF DELAND
Request for Commission Action
April 3, 2023

SUBJECT: Consideration re Award of Bid for Reclaimed Water Main Phase 5A.

DEPARTMENT: Utilities

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

ATTACHMENTS: B2302 Tabulation, DE Ph 5 RWM Part A - ROA

APPROVED BY: Michael Pleus, City Manager, March 29, 2023

SUMMARY/HIGHLIGHT:

In January 2022, the City Commission authorized Mead & Hunt to design a reclaimed water main extension to the Cross Creek subdivision and a river booster pump station, phase 5A and 5B of the reclaimed water distribution system master plan. The reclaimed line as part of phase 5A, once constructed, will connect to reclaim water improvements recently completed by The Cascades subdivision development. This reclaimed water pipeline construction project was identified as necessary to continue the extension of the reclaimed water system, as well as the replacement of irrigation-only potable meters.

The design, permitting, and preparation of bid documents for this line was not complete until the current fiscal year. Funds for the construction have been budgeted in the Utility Enterprise fund and the city has also received a St. John's River Water Management District (SJRWMD) grant to pay for a portion of the project. The project was advertised for bid via the local newspaper and the internet based DemandStar System. Bids were received from six firms and the results are presented in the attached bid tabulation.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

Natural Resource Limits.

FISCAL IMPACT:

A total of \$3,500,000.00 was included in the FY 22-23 fiscal year budget for this project. In March, the City did receive a favorable grant from SJRWMD in the amount of \$2,268,372.00 to go toward the funding of this project. Award to the lowest bidder, General Underground, will result in an obligation of \$2,327,585.00 for the Phase 5A part of the reclaim project. The Phase 5B part of the project will be awarded at a later date. Bid documents for this project require that the Contractor supply pipe materials, which has been typical of most projects recently. Utility and Finance staff felt that, with the volatile pipe market on cost and delivery, it would be more expedient to have the contractor supply piping.

RECOMMENDATION:

Staff recommends that the City Commission award the Reclaimed Water Main Phase 5A Project to General Underground in the amount of \$2,327,585.00.

BACKGROUND/DISCUSSION:

General Underground has previously performed work for the City on the 2021 Water Main Improvements. However, reference checks were still done to indicate how they have been doing over the last several years. The reference checks with other governments indicated that they have had positive experience with them, including a low incidence of contractor-initiated change orders.

**City of DeLand
Reclaimed Water Extension Phase 5 (Part A)/B-23-02**

Tabulation

ITEM#	DESCRIPTION	QTY.	UNIT	Accurate Drilling Systems		DBE Management		General Underground		Hazen Construction		JD Weber Construction		Masci	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization/Demobilization	1	LS	\$320,900.00	\$320,900.00	\$144,017.00	\$144,017.00	\$99,000.00	\$99,000.00	\$65,000.00	\$65,000.00	\$126,000.00	\$126,000.00	\$437,890.00	\$437,890.00
2	Clearing & Grubbing	1	LS	\$34,500.00	\$34,500.00	\$7,383.00	\$7,383.00	\$7,500.00	\$7,500.00	\$30,000.00	\$30,000.00	\$5,000.00	\$5,000.00	\$75,000.00	\$75,000.00
3	Pre-Construction Video	1	LS	\$3,600.00	\$3,600.00	\$11,807.00	\$11,807.00	\$10,000.00	\$10,000.00	\$6,500.00	\$6,500.00	\$3,960.00	\$3,960.00	\$4,970.00	\$4,970.00
4	Filled Locate & Expose Existing Utilities	1	LS	\$33,900.00	\$33,900.00	\$12,212.00	\$12,212.00	\$10,000.00	\$10,000.00	\$24,500.00	\$24,500.00	\$64,800.00	\$64,800.00	\$55,970.00	\$55,970.00
5	Furnish & Install HDPE (DR 11) Reclaimed Water Main by Open Cut														
	a) 6-inch	270	LF	\$77.00	\$20,790.00	\$92.00	\$24,840.00	\$55.00	\$14,850.00	\$55.00	\$14,850.00	\$199.14	\$53,767.80	\$175.70	\$47,439.00
	b) 8-inch	700	LF	\$89.00	\$62,300.00	\$104.00	\$72,800.00	\$65.00	\$45,500.00	\$88.00	\$61,600.00	\$248.00	\$173,600.00	\$189.45	\$132,615.00
	c) 12-inch	630	LF	\$144.00	\$90,720.00	\$148.00	\$93,240.00	\$90.00	\$56,700.00	\$144.00	\$90,720.00	\$282.38	\$177,899.40	\$238.10	\$150,003.00
6	Furnish & Install HDPE (DR 11) Reclaimed Water Main by HDD														
	a) 6-inch	4,100	LF	\$60.75	\$249,075.00	\$58.00	\$237,800.00	\$47.00	\$192,700.00	\$47.00	\$192,700.00	\$41.12	\$168,592.00	\$69.50	\$284,950.00
	b) 8-inch	6,770	LF	\$75.90	\$513,843.00	\$76.00	\$514,520.00	\$55.00	\$372,350.00	\$58.00	\$392,660.00	\$61.60	\$417,032.00	\$94.31	\$638,478.70
	c) 12-inch	7,390	LF	\$99.75	\$737,152.50	\$114.00	\$842,460.00	\$75.00	\$554,250.00	\$106.00	\$783,340.00	\$104.77	\$774,250.30	\$149.69	\$1,106,209.10
7	Gate Valves & Valve Boxes														
	a) 2-inch	12	EA	\$1,920.00	\$23,040.00	\$1,207.00	\$14,484.00	\$1,500.00	\$18,000.00	\$1,200.00	\$14,400.00	\$2,454.93	\$29,459.16	\$2,600.00	\$31,200.00
	b) 6-inch	10	EA	\$2,615.00	\$26,150.00	\$2,203.00	\$22,030.00	\$1,950.00	\$19,500.00	\$2,100.00	\$21,000.00	\$2,454.93	\$24,549.30	\$3,355.00	\$33,550.00
	c) 8-inch	14	EA	\$3,412.00	\$47,768.00	\$2,733.00	\$38,262.00	\$2,350.00	\$32,900.00	\$3,200.00	\$44,800.00	\$3,420.50	\$47,887.00	\$3,951.00	\$55,314.00
	d) 12-inch	15	EA	\$5,055.00	\$75,825.00	\$4,950.00	\$74,250.00	\$5,150.00	\$77,250.00	\$3,900.00	\$58,500.00	\$4,494.50	\$67,417.50	\$7,505.00	\$112,575.00
8	Air-Release Valve Assembly	4	EA	\$5,405.00	\$21,620.00	\$4,299.00	\$17,196.00	\$5,000.00	\$20,000.00	\$3,300.00	\$13,200.00	\$4,451.50	\$17,806.00	\$7,765.00	\$31,060.00
9	Blow-off Assembly (2-inch)	14	EA	\$2,085.00	\$29,190.00	\$2,135.00	\$29,890.00	\$3,500.00	\$49,000.00	\$1,900.00	\$26,600.00	\$2,165.50	\$30,317.00	\$1,700.00	\$23,800.00
10	Tie-Ins														
	a) Connect to Exist. 14-inch RWM	1	EA	\$8,500.00	\$8,500.00	\$31,949.00	\$31,949.00	\$15,000.00	\$15,000.00	\$8,500.00	\$8,500.00	\$10,587.17	\$10,587.17	\$15,208.00	\$15,208.00
11	Reclaimed Water Services														
	a) single, short side	97	EA	\$912.00	\$88,464.00	\$1,520.00	\$147,440.00	\$1,150.00	\$111,550.00	\$750.00	\$72,750.00	\$1,377.00	\$133,569.00	\$1,336.00	\$129,592.00
	b) single, long side	100	EA	\$1,720.00	\$172,000.00	\$2,541.00	\$254,100.00	\$1,350.00	\$135,000.00	\$1,200.00	\$120,000.00	\$2,060.55	\$206,055.00	\$1,789.00	\$178,900.00
	c) double, short side	2	EA	\$1,451.50	\$2,903.00	\$1,871.00	\$3,742.00	\$1,750.00	\$3,500.00	\$1,900.00	\$3,800.00	\$1,700.00	\$3,400.00	\$1,700.00	\$3,400.00
	d) double, long side	13	EA	\$2,244.50	\$29,178.50	\$2,984.00	\$38,792.00	\$1,850.00	\$24,050.00	\$2,600.00	\$33,800.00	\$2,762.27	\$35,909.51	\$1,910.00	\$24,830.00
12	Swab Pipelines by "Pigging"	19,860	LF	\$6.00	\$119,160.00	\$2.00	\$39,720.00	\$1.25	\$24,825.00	\$1.00	\$19,860.00	\$1.90	\$37,734.00	\$3.50	\$69,510.00
13	Concrete Driveways/Sidewalks (Remove & Replace)														
	a) 4-inch thick - 3,000 psi	425	SY	\$214.00	\$90,950.00	\$87.00	\$36,975.00	\$70.00	\$29,750.00	\$65.00	\$27,625.00	\$54.00	\$22,950.00	\$137.90	\$58,607.50
	b) 6-inch thick - 3,000 psi	90	SY	\$350.00	\$31,500.00	\$113.00	\$10,170.00	\$90.00	\$8,100.00	\$85.00	\$7,650.00	\$76.50	\$6,885.00	\$137.90	\$12,411.00
14	Open Cut & Asphalt Repair	35	SY	\$440.00	\$15,400.00	\$182.00	\$6,370.00	\$200.00	\$7,000.00	\$255.00	\$8,925.00	\$90.00	\$3,150.00	\$135.40	\$4,739.00
15	Concrete Curb (Remove & Replace)	820	LF	\$145.00	\$118,900.00	\$83.00	\$68,060.00	\$133.00	\$109,060.00	\$24.00	\$19,680.00	\$30.00	\$24,600.00	\$53.70	\$44,034.00
16	Maintenance of Traffic	1	LS	\$50,000.00	\$50,000.00	\$30,177.00	\$30,177.00	\$30,000.00	\$30,000.00	\$55,000.00	\$55,000.00	\$54,640.00	\$54,640.00	\$60,000.00	\$60,000.00
17	Erosion & Turbidity Control/NPDES Permit Requirements	1	LS	\$22,000.00	\$22,000.00	\$14,494.00	\$14,494.00	\$12,000.00	\$12,000.00	\$28,500.00	\$28,500.00	\$10,800.00	\$10,800.00	\$1,500.00	\$1,500.00
18	Indemnification	1	LS	\$11,300.00	\$11,300.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
19	Layout/As-bulks	1	LS	\$71,928.00	\$71,928.00	\$33,550.00	\$33,550.00	\$75,000.00	\$75,000.00	\$68,000.00	\$68,000.00	\$54,000.00	\$54,000.00	\$30,000.00	\$30,000.00
20	Electronic Marker Balls														
	a) Programmable	110	EA	\$41.65	\$4,581.50	\$45.00	\$4,950.00	\$50.00	\$5,500.00	\$35.00	\$3,850.00	\$101.60	\$11,176.00	\$138.00	\$15,180.00
	b) Non-Programmable	225	EA	\$34.82	\$7,834.50	\$24.00	\$5,400.00	\$30.00	\$6,750.00	\$29.00	\$6,525.00	\$71.60	\$16,110.00	\$117.00	\$26,325.00
21	Ductile Iron Fittings - Add or Delete	1.5	TN	\$14,225.00	\$21,337.50	\$5,416.00	\$8,124.00	\$1,000.00	\$1,500.00	\$7,500.00	\$11,250.00	\$8,431.29	\$12,646.94	\$10,000.00	\$15,000.00
22	Landscape & Irrigation Restoration	1	LS	\$58,000.00	\$58,000.00	\$16,238.00	\$16,238.00	\$97,500.00	\$97,500.00	\$48,000.00	\$48,000.00	\$78,747.00	\$78,747.00	\$25,000.00	\$25,000.00
23	Permits & Allowances	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
TOTAL					\$3,264,310.50		\$2,958,442.00		\$2,327,585.00		\$2,435,085.00		\$2,956,297.08		\$3,986,260.30
24	Bid Alternate 1 - Owner Direct Purchase Deduction HDPE Pipe														
	a) 6-inch (4,100 LF)	1	LS	\$29,479.00	\$29,479.00	\$29,838.50	\$29,838.50	\$31,201.00	\$31,201.00	\$32,800.00	\$32,800.00	\$32,103.00	\$32,103.00	\$31,201.00	\$31,201.00
	b) 8-inch (6,770 LF)	1	LS	\$82,080.00	\$82,080.00	\$82,688.00	\$82,688.00	\$86,723.70	\$86,723.70	\$88,010.00	\$88,010.00	\$91,056.50	\$91,056.50	\$87,265.30	\$87,265.30
	c) 12-inch (7,390 LF)	1	LS	\$189,923.00	\$189,923.00	\$190,180.00	\$190,180.00	\$193,544.10	\$193,544.10	\$199,530.00	\$199,530.00	\$204,481.30	\$204,481.30	\$200,934.10	\$200,934.10
TOTAL					\$301,482.00		\$302,706.50		\$311,468.80		\$320,340.00		\$327,640.80		\$319,400.40

*Note: All bids are subject to review and tabulation is not final.



February 14, 2023

Mr. Jim Ailes
City of DeLand
1102 S. Garfield Ave.
DeLand, FL 32724

Email: ailesj@deland.org

RE: RECLAIMED WATER MAIN EXTENSIONS PHASE 5 (PART A)

Dear Mr. Ailes,

The City received six (6) bids on the above referenced project on February 2, 2023. General Underground, LLC of Chiefland, Florida was the low bidder with a bid totaling \$2,327,585.00 (bid tabulation attached).

We have worked with General Underground on numerous projects of a similar size and scope in the past and they are well qualified to perform this work. Therefore, we recommend that the City award this project, in its entirety, to General Underground, LLC, in the amount of \$2,327,585.00.

Do not hesitate to contact the office if you have questions. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brad T. Blais".

Brad T. Blais, P.E.
Project Manager

BTB;cc

Attachment: Bid Tabulation

City of DeLand
Reclaimed Water Extension Phase 5 (Part A)/B-23-02

Tabulation

ITEM#	DESCRIPTION	QTY.	UNIT
1	Mobilization/Demobilization	1	LS
2	Clearing & Grubbing	1	LS
3	Pre-Construction Video	1	LS
4	Filed Locate & Expose Existing Utilities	1	LS
5	Furnish & Install HDPE (DR 11) Reclaimed Water Main by Open Cut		
	a) 6-inch	270	LF
	b) 8-inch	700	LF
	c) 12-inch	630	LF
6	Furnish & Install HDPE (DR 11) Reclaimed Water Main by HDD		
	a) 6-inch	4,100	LF
	b) 8-inch	6,770	LF
	c) 12-inch	7,390	LF
7	Gate Valves & Valve Boxes		
	a) 2-inch	12	EA
	b) 6-inch	10	EA
	c) 8-inch	14	EA
	d) 12-inch	15	EA
8	Air-Release Valve Assembly	4	EA
9	Blow-off assembly (2-inch)	14	EA
10	Tie-Ins		
	a) Connect to Exist. 14-inch RWM	1	EA
11	Reclaimed Water Services		
	a) single, short side	97	EA
	b) single, long side	100	EA
	c) double, short side	2	EA
	d) double, long side	13	EA
12	Swab Pipelines by "Pigging"	19,860	LF
13	Concrete Driveways/Sidewalks (Remove & Replace)		
	a) 4-inch thick - 3,000 psi	425	SY
	b) 6-inch thick - 3,000 psi	90	SY
14	Open Cut & Asphalt Repair	35	SY
15	Concrete Curb (Remove & Replace)	820	LF
16	Maintenance of Traffic	1	LS
17	Erosion & Turbidity Control/NPDES Permit Requirments	1	LS
18	Indemnification	1	LS
19	Layout/As-builts	1	LS
20	Electronic Marker Balls		
	a) Programmable	110	EA
	b) Non-Programmable	225	EA
21	Ductile Iron Fittings - Add or Delete	1.5	TN
22	Landscape & Irrigation Restoration	1	LS
23	Permits & Allowances	1	LS

TOTAL

24	Bid Alternate 1 - Owner Direct Purchase Deduction HDPE Pipe		
	a) 6-inch (4,100 LF)	1	LS
	b) 8-inch (6,770 LF)	1	LS
	c) 12-inch (7,390 LF)	1	LS

TOTAL

Accurate Drilling Systems	
UNIT PRICE	TOTAL PRICE
\$320,900.00	\$320,900.00
\$34,500.00	\$34,500.00
\$3,600.00	\$3,600.00
\$33,900.00	\$33,900.00
\$77.00	\$20,790.00
\$89.00	\$62,300.00
\$144.00	\$90,720.00
\$60.75	\$249,075.00
\$75.90	\$513,843.00
\$99.75	\$737,152.50
\$1,920.00	\$23,040.00
\$2,615.00	\$26,150.00
\$3,412.00	\$47,768.00
\$5,055.00	\$75,825.00
\$5,405.00	\$21,620.00
\$2,085.00	\$29,190.00
\$8,500.00	\$8,500.00
\$912.00	\$88,464.00
\$1,720.00	\$172,000.00
\$1,451.50	\$2,903.00
\$2,244.50	\$29,178.50
\$6.00	\$119,160.00
\$214.00	\$90,950.00
\$350.00	\$31,500.00
\$440.00	\$15,400.00
\$145.00	\$118,900.00
\$50,000.00	\$50,000.00
\$22,000.00	\$22,000.00
\$11,300.00	\$11,300.00
\$71,928.00	\$71,928.00
\$41.65	\$4,581.50
\$34.82	\$7,834.50
\$14,225.00	\$21,337.50
\$58,000.00	\$58,000.00
\$50,000.00	\$50,000.00

\$3,264,310.50

\$29,479.00	\$29,479.00
\$82,080.00	\$82,080.00
\$189,923.00	\$189,923.00

\$301,482.00

DBE Management	
UNIT PRICE	TOTAL PRICE
\$144,017.00	\$144,017.00
\$7,383.00	\$7,383.00
\$11,807.00	\$11,807.00
\$12,212.00	\$12,212.00
\$92.00	\$24,840.00
\$104.00	\$72,800.00
\$148.00	\$93,240.00
\$58.00	\$237,800.00
\$76.00	\$514,520.00
\$114.00	\$842,460.00
\$1,207.00	\$14,484.00
\$2,203.00	\$22,030.00
\$2,733.00	\$38,262.00
\$4,950.00	\$74,250.00
\$4,299.00	\$17,196.00
\$2,135.00	\$29,890.00
\$31,949.00	\$31,949.00
\$1,520.00	\$147,440.00
\$2,541.00	\$254,100.00
\$1,871.00	\$3,742.00
\$2,984.00	\$38,792.00
\$2.00	\$39,720.00
\$87.00	\$36,975.00
\$113.00	\$10,170.00
\$182.00	\$6,370.00
\$83.00	\$68,060.00
\$30,177.00	\$30,177.00
\$14,494.00	\$14,494.00
\$1,000.00	\$1,000.00
\$33,550.00	\$33,550.00
\$45.00	\$4,950.00
\$24.00	\$5,400.00
\$5,416.00	\$8,124.00
\$16,238.00	\$16,238.00
\$50,000.00	\$50,000.00

\$2,958,442.00

\$29,838.50	\$29,838.50
\$82,688.00	\$82,688.00
\$190,180.00	\$190,180.00

\$302,706.50

General Underground	
UNIT PRICE	TOTAL PRICE
\$99,000.00	\$99,000.00
\$7,500.00	\$7,500.00
\$10,000.00	\$10,000.00
\$10,000.00	\$10,000.00
\$55.00	\$14,850.00
\$65.00	\$45,500.00
\$90.00	\$56,700.00
\$47.00	\$192,700.00
\$55.00	\$372,350.00
\$75.00	\$554,250.00
\$1,500.00	\$18,000.00
\$1,950.00	\$19,500.00
\$2,350.00	\$32,900.00
\$5,150.00	\$77,250.00
\$5,000.00	\$20,000.00
\$3,500.00	\$49,000.00
\$15,000.00	\$15,000.00
\$1,150.00	\$111,550.00
\$1,350.00	\$135,000.00
\$1,750.00	\$3,500.00
\$1,850.00	\$24,050.00
\$1.25	\$24,825.00
\$70.00	\$29,750.00
\$90.00	\$8,100.00
\$200.00	\$7,000.00
\$133.00	\$109,060.00
\$30,000.00	\$30,000.00
\$12,000.00	\$12,000.00
\$2,000.00	\$2,000.00
\$75,000.00	\$75,000.00
\$50.00	\$5,500.00
\$30.00	\$6,750.00
\$1,000.00	\$1,500.00
\$97,500.00	\$97,500.00
\$50,000.00	\$50,000.00

\$2,327,585.00

\$31,201.00	\$31,201.00
\$86,723.70	\$86,723.70
\$193,544.10	\$193,544.10

\$311,468.80

Hazen Construction	
UNIT PRICE	TOTAL PRICE
\$65,000.00	\$65,000.00
\$30,000.00	\$30,000.00
\$6,500.00	\$6,500.00
\$24,500.00	\$24,500.00
\$55.00	\$14,850.00
\$88.00	\$61,600.00
\$144.00	\$90,720.00
\$47.00	\$192,700.00
\$58.00	\$392,660.00
\$106.00	\$783,340.00
\$1,200.00	\$14,400.00
\$2,100.00	\$21,000.00
\$3,200.00	\$44,800.00
\$3,900.00	\$58,500.00
\$3,300.00	\$13,200.00
\$1,900.00	\$26,600.00
\$8,500.00	\$8,500.00
\$750.00	\$72,750.00
\$1,200.00	\$120,000.00
\$1,900.00	\$3,800.00
\$2,600.00	\$33,800.00
\$1.00	\$19,860.00
\$65.00	\$27,625.00
\$85.00	\$7,650.00
\$255.00	\$8,925.00
\$24.00	\$19,680.00
\$55,000.00	\$55,000.00
\$28,500.00	\$28,500.00
\$1,000.00	\$1,000.00
\$68,000.00	\$68,000.00
\$35.00	\$3,850.00
\$29.00	\$6,525.00
\$7,500.00	\$11,250.00
\$48,000.00	\$48,000.00
\$50,000.00	\$50,000.00

\$2,435,085.00

\$32,800.00	\$32,800.00
\$88,010.00	\$88,010.00
\$199,530.00	\$199,530.00

\$320,340.00

JD Weber Construction	
UNIT PRICE	TOTAL PRICE
\$126,000.00	\$126,000.00
\$5,000.00	\$5,000.00
\$3,960.00	\$3,960.00
\$64,800.00	\$64,800.00
\$199.14	\$53,767.80
\$248.00	\$173,600.00
\$282.38	\$177,899.40
\$41.12	\$168,592.00
\$61.60	\$417,032.00
\$104.77	\$774,250.30
\$2,454.93	\$29,459.16
\$2,454.93	\$24,549.30
\$3,420.50	\$47,887.00
\$4,494.50	\$67,417.50
\$4,451.50	\$17,806.00
\$2,165.50	\$30,317.00
\$10,587.17	\$10,587.17
\$1,377.00	\$133,569.00
\$2,060.55	\$206,055.00
\$1,700.00	\$3,400.00
\$2,762.27	\$35,909.51
\$1.90	\$37,734.00
\$54.00	\$22,950.00
\$76.50	\$6,885.00
\$90.00	\$3,150.00
\$30.00	\$24,600.00
\$54,640.00	\$54,640.00
\$10,800.00	\$10,800.00
\$1,000.00	\$1,000.00
\$54,000.00	\$54,000.00
\$101.60	\$11,176.00
\$71.60	\$16,110.00
\$8,431.29	\$12,646.94
\$78,747.00	\$78,747.00
\$50,000.00	\$50,000.00

\$2,956,297.08

\$32,103.00	\$32,103.00
\$91,056.50	\$91,056.50
\$204,481.30	\$204,481.30

\$327,640.80

Masci	
UNIT PRICE	TOTAL PRICE
\$437,890.00	\$437,890.00
\$75,000.00	\$75,000.00
\$4,970.00	\$4,970.00
\$55,970.00	\$55,970.00
\$175.70	\$47,439.00
\$189.45	\$132,615.00
\$238.10	\$150,003.00
\$69.50	\$284,950.00
\$94.31	\$638,478.70
\$149.69	\$1,106,209.10
\$2,600.00	\$31,200.00
\$3,355.00	\$33,550.00
\$3,951.00	\$55,314.00
\$7,505.00	\$112,575.00
\$7,765.00	\$31,060.00
\$1,700.00	\$23,800.00
\$15,208.00	\$15,208.00
\$1,336.00	\$129,592.00
\$1,789.00	\$178,900.00
\$1,700.00	\$3,400.00
\$1,910.00	\$24,830.00
\$3.50	\$69,510.00
\$137.90	\$58,607.50
\$137.90	\$12,411.00
\$135.40	\$4,739.00
\$53.70	\$44,034.00
\$60,000.00	\$60,000.00
\$1,500.00	\$1,500.00
\$1,000.00	\$1,000.00
\$30,000.00	\$30,000.00
\$138.00	\$15,180.00
\$117.00	\$26,325.00
\$10,000.00	\$15,000.00
\$25,000.00	\$25,000.00
\$50,000.00	\$50,000.00

\$3,986,260.30

\$31,201.00	\$31,201.00
\$87,265.30	\$87,265.30
\$200,934.10	\$200,934.10

\$319,400.40

CITY OF DELAND
Request for Commission Action
April 3, 2023

SUBJECT: Consideration re Reclaimed Water Main Extensions- Phase 5 Part B Design and Bidding Scope of Services.

DEPARTMENT: Utilities

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

ATTACHMENTS: Mead & Hunt Task Order Amendment No. 2

APPROVED BY: Michael Pleus, City Manager, March 29, 2023

SUMMARY/HIGHLIGHT:

In January 2022, the City Commission awarded an agreement for professional services to Mead & Hunt for the design and bidding of Reclaimed Water Main Phase five (5). This project involved two separate design tasks with (5A) being the extension of reclaim lines from The Cascades to Cross Creek and retrofitting inside the subdivision as well.

The second part of the design (5B) was to build and install a booster pump station on the Wiley M. Nash Water Reclamation Facility (WRF) effluent line going to the St. John's River. This pump station would be installed at the mid-range point of the piping in order to reduce the total dynamic head and allow increased water flow from the river to the WRF. During the recent hurricanes in 2022, the WRF experienced high plant flows from the storms. This caused the effluent pumps at the plant to struggle with keeping up with the flow and discharge to the St. John's River.

A design change was considered by installing a bigger booster pump station, with advanced controls, that could pump in both directions to assist the wastewater plant with discharge to the St. Johns River or the river pump station, sending augmentation water to the plant, could be built. This task order change is authorized to modify the design of Phase (5B) to accommodate the flow design in both directions. In addition, the city has reached out to a developer for land to accommodate this larger structure and they seem willing to accommodate us at this time.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

Natural Resources Limits

FISCAL IMPACT:

Staff has identified additional funds that are available in this project line item in the Wastewater Trust Fund, due to the recently received increase in funding from the FDEP and SJRWMD that has been brought forward to the City Commission for adoption. The design change budget amendment would add \$65,703 to the current purchase order.

RECOMMENDATION:

Staff recommends that the City Commission approve Mead & Hunt Amendment # 2 to RWM Phase five (5B) design in the total amount of \$65,703.00.

BACKGROUND/DISCUSSION:

N/A



March 17, 2023

Jim Ailes
Utilities Director
City of DeLand
1101 S. Amelia Ave.
DeLand, FL 32724

Email: ailesj@deland.org
Hard Copy Mailed Only on Request

Subject: Reclaimed Water Main Extensions – Phase 5 (Part B) Design and Bidding Scope of Services

Dear Jim:

In accordance with your request, we are pleased to offer the enclosed engineering services proposal for design and bidding of the River Intake and Outfall Booster Pump Station, as part of the subject project. The pump booster pump station shall increase capacity within the existing 20-in outfall pipe for both augmentation and discharge to the river. The enclosed scope of services details specific tasks to be completed, schedule and estimated fees.

Thank you for this opportunity to continue to be of service. If you have additional questions, or require further assistance, do not hesitate to call.

Sincerely,
MEAD & HUNT, Inc.

A handwritten signature in blue ink, appearing to read "Anant".

Anant Sriram, PE
Project Manager

A handwritten signature in blue ink, appearing to read "Cassandra Cissell".

Cassandra "Casey" Cissell, P.E., ENV SP
Project Manager

AS/CC

Enclosure: Scope of Services

**CITY OF DELAND
SCOPE OF SERVICES
FOR
RECLAIMED WATER MAIN EXTENSIONS – PHASE 5 (PART B) DESIGN & BIDDING**

The Task Order is in conformance with the Agreement for Continuing Professional Engineering Services dated November 20, 2017, between the City of DeLand (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The project involves construction of the River Intake and Outfall Booster Pump Station, as part of Phase 5 Part B Project. The booster pump station will allow the City to increase capacity within the existing 20-in outfall pipe for both augmentation (river to wastewater reclaim facility, WRF) and outfall (from WRF to the river). The scope shall include services from design through bidding and details are provided below.

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Coordination

MEAD & HUNT'S Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated four (4) month project duration. The PM will manage the development of project work and subconsultant efforts.

Project Kick-Off Meeting

MEAD & HUNT will coordinate and conduct one (1) in-person project kick-off meeting with the project team and OWNER staff to review project goals, scope of work, team member roles, lines of communication, project schedule and administrative processes. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute it to the attendees.

Quality Assurance / Quality Control

MEAD & HUNT will implement, and the PM will monitor, a quality assurance and control process, which includes independent technical review of project technical work products before their submission to the OWNER.

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary

PHASE 2 – DATA COLLECTION AND SITE RECONNAISSANCE

Survey Coordination

MEAD & HUNT will obtain the services of a licensed surveyor to conduct a site survey. The surveyor costs will be billed in the Subconsultants and Reimbursable section. MEAD & HUNT coordination of the survey efforts and administration of the subconsultants contract are included herein.

Utility Coordination

MEAD & HUNT will submit for a design ticket with Sunshine 811 to determine the existing utility owners in the area of the proposed improvements, and points of connection. 60% design drawings will be submitted to the utility owners identified on the design ticket for mark-up of existing facilities. Mark-ups received from utility owners will be transferred to the design drawings.

PHASE 3 – PROJECT DESIGN

Task 1 – 60% Design Development

MEAD & HUNT will develop 60% drawings and specifications that reflect the Booster Pump Station and site development. The OWNER's standard front-end contract documents will be used and coordinated with MEAD & HUNT's technical specifications.

The 60% submittal package will be submitted to the OWNER for review and comment. The submittal will include the items shown in the deliverable section below. It is assumed the OWNER will conduct their review in a two-week period. At the end of the OWNER's review period, MEAD & HUNT will schedule and attend a 60% design review meeting to review the OWNER's comments on the design drawings and specifications.

Deliverables – 60% Design

- 60% Design Drawings
- 60% Specifications
- 60% EOPCC

Task 2 – 90% Design Development

Based on the OWNER's 60% review comments received, MEAD & HUNT will prepare revised design drawings and specifications to 90% design level completion. MEAD & HUNT's 60% EOPCC will be updated for the 90% submittal.

The 90% submittal package will be prepared and submitted to the OWNER and permitting agencies for review and comment. The submittal will include the items shown in the deliverable section below. It is assumed the OWNER will conduct their review in a two-week period. At the end of the OWNER's review period, MEAD & HUNT will schedule and attend a 90% design review meeting to review the OWNER's comments on the design drawings and specifications.

Deliverables – 90% Design

- 90% Design Drawings
- 90% Specifications
- 90% EOPCC

Task 3 – 100% Design Development

Based on the OWNER's 90% review comments received, MEAD & HUNT will prepare revised design drawings and specifications to 100% completion. MEAD & HUNT's 90% EOPCC will be updated for the 100% submittal.

The 100% submittal package will be submitted to the OWNER for review and comment. The submittal will include the items shown in the deliverable section below.

Deliverables – 100% Design

- 100% Design Drawings
- 100% Specifications
- 100% EOPCC

PHASE 4 – PERMITTING ASSISTANCE

MEAD & HUNT shall prepare and submit permit applications for the project as detailed below. All permit fees will be paid by the OWNER. Certifications of Completion (COC) with respective permitting agencies are not included in this phase.

Environmental Resources Permit

MEAD & HUNT will attend up to one (1) pre-application meeting with FDEP to discuss permitting requirements. MEAD & HUNT will prepare an agenda and meeting summary. After the pre-application meeting, necessary revisions to the design recommendations will be reviewed with the OWNER and incorporated into the design documents.

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the OWNER.

MEAD & HUNT will respond to up to one (1) request for additional information (RAI) as part of the permit application process.

City Right-of-Way Use Permit

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the OWNER.

MEAD & HUNT will respond to up to one (1) Request for Additional Information (RAI) as part of the permit application process.

Site Plan Approval

MEAD & HUNT will attend up to one (1) pre-application meeting with the OWNER site planning department to discuss site plan requirements. MEAD & HUNT will prepare an agenda and meeting summary for the meeting.

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the OWNER.

Deliverables – Permitting

- Final Environmental Resource Permit application
- Final City Right-of-Way Permit application
- Final Site Plan Approval application

PHASE 5 – BIDDING ASSISTANCE SERVICES

The OWNER will be responsible for managing the bid process, i.e., advertisement, distribution of bid packages, receipt and opening of bids. MEAD & HUNT will provide the following bid-phase services:

Bid Documents

MEAD & HUNT will utilize OWNER supplied templates, bid number and dates (advertisement, prebid, bidder question deadline and bid opening) to prepare draft bidding and contract documents as Divisions 0 and 1 of the Project Manual and submit such to the OWNER's finance/purchasing/clerk for review. Upon receipt of the OWNER's review comments, MEAD & HUNT will prepare final bidding and contract documents and assemble the entire Project Manual and submit the Project Manual and Construction Drawings (denoted as bid set) in electronic format to the OWNER's finance/purchasing/clerk staff. The OWNER will be responsible for distributing bidding documents to interested parties.

Pre-Bid Meeting

MEAD & HUNT will attend an in-person pre-bid meeting and present the project scope/intent; construction contract duration; design and permitting highlights and any special/supplemental conditions specific to the project.

Addenda

MEAD & HUNT will respond to potential bidders' questions during the bid period. MEAD & HUNT will prepare suggested responses and provide the OWNER with a draft addendum for review. This scope of services assumes one (1) addendum will be completed. The OWNER shall be responsible for distribution of addenda.

Bid Tabulation and Recommendation of Award

Upon receipt of copies of the received bid documents from the OWNER, MEAD & HUNT will review the bids for completeness and conformance with technical requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience. MEAD & HUNT will prepare a tabulation of received bid prices, including unit prices, if applicable, and verify extended values and total. MEAD & HUNT will also review submitted pricing for imbalances and other disparities. Based on that review, MEAD & HUNT will submit to the OWNER the bid tabulation and a recommendation of award.

Deliverables – Bidding Services

- Bid Set Plans and Specifications
- Addendum to bid documents
- Final bid tabulation
- Recommendation of award

PHASE 6 – SUBCONSULTANTS AND REIMBURSABLES

Items under this phase include out-of-pocket direct job expenses such as reproductions, postage, etc.

- Survey – The design survey shall include the entire pump station site and will be performed by a licensed surveyor. An allowance has been included in the cost estimate. This will be billed at actual cost as a separate allowance.

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete (calendar days)	Commencing Upon
<i>Phase 1 – Project Management</i>	<i>120 days</i>	<i>Receipt of Notice to Proceed</i>
<i>Phase 2 – Data Collection and Site Reconnaissance</i>	<i>30 days</i>	<i>Kick-off Meeting</i>
<i>Phase 3 – Project Design</i>		
<i>Task 1 – 60% Design</i>	<i>45 days</i>	<i>Kickoff Meeting</i>
<i>Task 2 – 90% Design</i>	<i>15 days</i>	<i>60% review meeting</i>
<i>Task 3 – 100% Design</i>	<i>15 days</i>	<i>90% review meeting</i>
<i>Phase 4 – Permitting Assistance</i>	<i>45 days</i>	<i>OWNER approval of 90% deliverable</i>
<i>Phase 5 – Bidding Assistance Services</i>	<i>45 days</i>	<i>OWNER approval of 100% deliverable</i>

The above timeframes *do not* include OWNER and agency review time.

COMPENSATION

The not-to-exceed cost for this Scope of Services, including Contingency Funds, is **\$ 65,703**. The Contingency Funds authorized for use on this project may only be expended upon written approval from the OWNER. Any out-of-scope work performed requiring the release of Contingency Funds will be considered at-risk and may not be compensated until, or if, written approval is granted by the OWNER.

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
<i>Phase 1 – Project Management</i>	\$6,446	<i>Lump Sum</i>
<i>Phase 2– Data Collection and Site Reconnaissance</i>	\$2,272	<i>Lump Sum</i>
<i>Phase 3 – Project Design</i>		
<i>Task 1 – 60% Design</i>	\$39,896	<i>Lump Sum</i>
<i>Task 2 – 90% Design</i>	\$9,503	<i>Lump Sum</i>
<i>Task 3 – 100% Design</i>	\$3,486	<i>Lump Sum</i>
<i>Phase 4 – Permitting Assistance</i>	-	<i>Covered in Part A</i>
<i>Phase 5 – Bidding Assistance Services</i>	-	<i>Covered in Part A</i>
<i>Subtotal</i>	\$61,603	
<i>Phase 6 – Subconsultants/Reimbursables</i>	\$4,100	<i>Actual cost</i>
TOTAL	\$65,703	

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by: CITY OF DELAND

Approved by: MEAD & HUNT, INC.

By: _____

By: _____

Name: _____

Name: Brad T. Blais, PE

Title: _____

Title: Vice President/Client Manager

The above person is authorized to sign for Owner and bind the Owner to the terms hereof.

Date: _____

Date: _____

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF DELAND, 120 SOUTH FLORIDA AVENUE, DELAND, FL 32720, City Clerk, Julie A. Hennessy, MMC (386) 626-7130, Hennessy@deland.org.

CITY OF DELAND
Request for Commission Action
April 3, 2023

SUBJECT: Consideration re Task Order Assignment, Cross Creek Reclaimed Water Main Phase 5 Parts A and B CEI Services.

DEPARTMENT: Utilities

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

ATTACHMENTS: DE RWM Phase 5 (Parts A & B) CEI Proposal

APPROVED BY: Michael Pleus, City Manager, March 29, 2023

SUMMARY/HIGHLIGHT:

In the previous fiscal year, the City Commission authorized design of the Reclaimed Phase 5 Water Main Extension project. The line would extend the system west to the Crosscreek Subdivision. This project would continue the expansion of the reclaimed system to the west side of town, a goal set several years ago by the City Commission.

The scope of this project is relatively large, and construction, engineering, grant administration, and inspections (CEI) Services are needed to support City Staff's administration of the project. The subject task order, if approved, will provide these services.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

Natural Resources

FISCAL IMPACT:

This proposed task order, if approved, will result in an obligation of \$160,659 to Mead & Hunt. Project costs are anticipated to be \$2,327,585 for Phase 5A per the low bidder's price, which is the subject of another request for Commission Action on this agenda. Phase 5B part of the project is still under design. \$3,500,000 was budgeted for the Phase 5 project in the FY 22/23 Budget for the Wastewater Trust Fund. Therefore, budgeted project funds are available.

RECOMMENDATION:

Staff recommends that the City Commission approve the subject task order with Mead & Hunt to provide CEI Services for the Phase 5 Reclaimed Water Main Extension project.

BACKGROUND/DISCUSSION:

N/A



March 8, 2023

Jim Ailes
Utilities Director
City of DeLand
1101 S. Amelia Ave.
DeLand, FL 32724

Email: ailesj@deland.org
Hard Copy Mailed Only on Request

Subject: Reclaimed Water Main Extensions – Phase 5 (Parts A & B) CEI Scope of Services

Dear Jim:

In accordance with your request, we are pleased to offer the enclosed scope of services and engineering fee estimate for construction, engineering, and inspections (CEI) services for the above referenced project. CEI services include contract administration, part time inspection, grants assistance, and engineer of record (EOR) services. The Part A project consists of construction of approximately 19,860 linear feet of reclaimed water main along Shady Oak Ln., W. Plymouth Ave, and throughout the Crosscreek subdivision. Part B consists of a river intake booster pump station that will also serve as a wastewater treatment plant (WWTP) outfall booster pump. This project is a reclaimed water retrofit initiative that is a part of the City's Blue Spring MFL compliance strategy. This will extend reclaimed water to existing City water customers to replace groundwater utilization for irrigation with reclaimed water and enhance the City's ability to augment reuse using surface water from the St. John's River.

Thank you for this opportunity to be of service. If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.

A handwritten signature in blue ink that reads 'Cassandra Cissell'.

Cassandra "Casey" Cissell, PE
Project Manager

A handwritten signature in blue ink that appears to read 'Noah Adamoski'.

Noah Adamoski
Construction Services Supervisor

CMC/NA

Enclosure: Scope of Services

cc: Whitney Zittle – City of DeLand

**CITY OF DELAND
SCOPE OF SERVICES
FOR
RECLAIMED WATER MAIN EXTENSIONS – PHASE 5 (PARTS A & B) CEI**

The Task Order is in conformance with the Agreement for Continuing Professional Engineering Services dated November 20, 2017 between the City of DeLand (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The project includes the construction of approximately 19,860 linear feet of reclaimed water main along Shady Oak Ln., W. Plymouth Ave, and throughout the Crosscreek subdivision. The project also includes a river intake pump booster station to increase flow capacity from the St. John's River. The project is a reclaimed water retrofit initiative that is a part of the City's Blue Spring MFL compliance strategy. This will extend reclaimed water to existing City water customers to replace groundwater utilization for irrigation with reclaimed water and enhance the City's ability to augment reuse using surface water from the St. John's River.

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Coordination

MEAD & HUNT'S Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project and prepare monthly progress updates for the CITY. It is assumed that these services will cover the estimated 12-month project construction period.

PHASE 2 – CONTRACT ADMINISTRATION AND EOR SERVICES

MEAD & HUNT will provide the following services during construction to the CITY:

Coordinate Construction Contract Execution

MEAD & HUNT will coordinate the execution of the construction contract between the CITY and the contractor, including reviewing insurance certificates for proper limits and coordinating the recording of the public construction bond(s) by the contractor.

Prepare Issued for Construction Documents

MEAD & HUNT will incorporate applicable bid-phase modifications to the engineering drawings and technical specifications and provide those to the CITY (in electronic format) for inclusion in the contract documents.

Deliverables – Issued for Construction Documents

- Issued for Construction Drawings
- Issued for Construction Specifications

Pre-Construction Meeting

MEAD & HUNT will prepare an agenda for and conduct a pre-construction meeting with the CITY and the contractor. The purpose of the meeting will be to present the Notice to Proceed (NTP) and define responsibilities, review project administrative requirements, and receive the contractor's plan to complete the work. It is typical that issues of safety requirements, contractor and staff contact information, submittals, permitting, schedule, work hours, staging areas, payment schedules, and startup considerations will be discussed. MEAD & HUNT will distribute the meeting summary to attendees.

Deliverables – Pre-Construction Meeting

- Meeting Agenda and Summary

Progress Meetings

MEAD & HUNT will maintain communication with the CITY and contractor by leading and participating in up to twelve (12) monthly construction progress meetings upon contractor mobilization to monitor project progress and identify issues in a timely manner. The progress meetings will be conducted at the CITY facility or at the project site. MEAD & HUNT will prepare and distribute an agenda and meeting summary for each meeting.

Deliverables – Progress Meetings

- Monthly progress meeting agendas and summaries

Shop Drawing Review

The contractor will prepare shop drawings of equipment and other components of the work as specified in the contract documents. These shop drawing submittals will be reviewed by

MEAD & HUNT for compliance with the design concept and contract requirements.

MEAD & HUNT will maintain a log of submittals to include submittal number, subject, date received, reviewer, action taken, and date returned. If during the shop drawing review process the contractor requests substitute materials and/or equipment, MEAD & HUNT will provide a recommendation on the submittal to the CITY.

Deliverables – Shop Drawing Review

- Shop drawing review packages
- Shop drawing log

Requests for Information (RFI's)

MEAD & HUNT will receive and respond to contractor RFI's related to clarification of the contract documents, design intent, or field conditions. MEAD & HUNT will interpret the meaning of the contract documents and will provide required clarifications or explanations of the design intent and requirements. MEAD & HUNT will also prepare and maintain a RFI log, noting the date received, subject, resolution and date response was returned to the contractor. RFI replies will be in writing and will be done expeditiously.

Deliverables – RFIs

- RFI response packages
- RFI response log

Field/Change Orders

MEAD & HUNT will prepare, issue, and coordinate field orders, work directives, Requests for Proposals (RFP's), and change orders in coordination with the CITY. MEAD & HUNT will maintain a log of field changes and pending changes. MEAD & HUNT will provide assistance during negotiations of contractor cost proposals and will review claims and provide recommendations to the CITY.

Deliverables – Field/Change Orders

- Field and change order packages and supporting documentation
- Field and change order log

Pay Applications

MEAD & HUNT will review up to twelve (12) monthly payment applications from the contractor and provide a written recommendation for payment to the CITY based on construction progress. MEAD & HUNT will coordinate the review and verification by CITY of installed quantities to date of the work.

As part of this task, MEAD & HUNT will review pay application supporting documentation, including updated construction schedules, as-built drawings, stored materials, release of liens, and as approved change/field orders.

Deliverables – Pay Applications

- Pay application recommendations

EOR Services and Site Visits

Engineer or designee will visit the site every other week, or upon City request, during construction, separate from in-person meetings, to evaluate work progress for certification of periodic pay applications and final permit clearances.

PHASE 3 – CONSTRUCTION OBSERVATION

MEAD & HUNT will supply a resident project representative (RPR) for construction observation and documentation of construction activity. The RPR will observe the construction activities and review conformance with contract documents.

Deliverables – Construction Observation

- Reports of Work Activities

PHASE 4 – PROJECT CLOSEOUT

MEAD & HUNT will complete the construction project closeout with the completion/preparation of the following:

Substantial and Final Completion

MEAD & HUNT will determine substantial completion and attend substantial and final walkthroughs. Punchlist items at both substantial and final walkthroughs will be documented and verified complete before final closeout. Substantial and final punchlists to be provided electronically to CITY and Contractor.

MEAD & HUNT will determine substantial completion and attend substantial and final walkthroughs. Punchlist items at both substantial and final walkthroughs will be documented and verified complete before final closeout. Substantial and final punchlists to be provided electronically to CITY and Contractor.

Deliverables – Substantial and Final Completion

- Substantial completion punchlist items
- Final completion punchlist items

As-Built Review and Record Drawings

MEAD & HUNT will review contractor final as-builts as they relate to the Parts A & B for compliance with the specifications. Acceptable contractor as-builts to be provided electronically to the CITY for Part A. MEAD & HUNT prepare final record drawings utilizing contractor as-builts and inspector sketches, photographs, and other documentation for the river intake booster pump station (Part B). Record drawings to be provided electronically to the CITY.

Deliverables – As-Built Review and Record Drawings

- Acceptable Contractor as-builts
- Record Drawings

Permitting Closeout

MEAD & HUNT will prepare and provide certifications of completion to the following permitting agencies for permit closeout:

- Florida Department of Transportation Right of Way Use Permit
- Volusia County Right of Way Use Permit

Operations & Maintenance Manuals & Spare Parts

MEAD & HUNT will review contractor provided operation and maintenance (O&M) manuals for completeness. MEAD & HUNT will confirm receipt of spare parts by the CITY.

PHASE 5 – GRANT FUNDING ASSISTANCE

MEAD & HUNT will provide the following services as it relates to the CITY's St. Johns River Water Management District (SJRWMD) cost share grant:

- Provide CITY assistance in preparation of reimbursement requests in accordance with SJRWMD cost share program requirements. Collect source documentation needed as verification to expenses such as construction progress pictures.
- Prepare quarterly reports for CITY review and signature. Transmit quarterly report, once approved by CITY, for SJRWMD approval.
- Record-keeping and storage of files in accordance with the SJRWMD requirements. MEAD & HUNT will prepare a 'Master' file for this project and provide a template to the CITY. The CITY will be responsible for keeping a copy of all files in accordance with the 'Master' template.

PHASE 6 – REIMBURSABLES

Items under this phase include out-of-pocket direct job expenses such as reproductions, postage, etc.

EXCLUSIONS

This scope of services excludes all items not specifically described herein.

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete (Calendar Days)	Starting upon
<i>Phase 1 – Project Management</i>	<i>365 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 2 – Contract Administration and EOR Services</i>	<i>305 days</i>	<i>CITY award to Contractor</i>
<i>Phase 3 – Construction Observation</i>	<i>365 days</i>	<i>Start of Construction</i>
<i>Phase 4 – Project Closeout</i>	<i>60 days</i>	<i>Substantial Completion by Contractor</i>
<i>Phase 5 – Grant Funding Assistance</i>	<i>365 days</i>	<i>Receipt of notice to proceed</i>

COMPENSATION

The not-to-exceed cost for this Scope of Services is \$160,659.

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	\$12,252	Lump Sum
Phase 2 – Contract Administration and EOR Services	\$63,885	Lump Sum
Phase 3 – Construction Observation	\$57,200	Time & Expense
Phase 4 – Project Closeout	\$17,426	Lump Sum
Phase 5 – Grant Funding Assistance	\$9,396	Lump Sum
Subtotal	\$160,159	
Phase 6 – Reimbursables	\$500	Actual Cost
TOTAL	\$160,659	

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by: CITY OF DELAND

Approved by: MEAD & HUNT, INC.

By: _____

By:  FOR B.T.B.

Name: _____

Name: Brad T. Blais, PE

Title: _____

Title: Vice President/Client Manager

The above person is authorized to sign for Client and bind the Client to the terms hereof.

Date: _____

Date: March 8, 2023

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF DELAND, 120 SOUTH FLORIDA AVENUE, DELAND, FL 32720, City Clerk, Julie A. Hennessy, MMC (386) 626-7130, Hennessy@deland.org.

CITY OF DELAND
Request for Commission Action
April 3, 2023

SUBJECT: Resolution Approving Contract Time Extension for FDOT Grant 438416-1-94-01 (Amendment #4) - T-Hangar Development.

DEPARTMENT: Airport

PREPARED BY: Mindy Considine, Admin Coordinator

ATTACHMENTS: Resolution, Exhibit A - 438416-1 Contract Time Extension Amendment #4 - Hangar Development

APPROVED BY: Michael Pleus, City Manager, March 29, 2023

SUMMARY/HIGHLIGHT:

On September 21, 2020, the City Commission approved the FDOT grant agreement for the design and construction of 20 new T-hangars. Due to delays in securing additional grant funding, materials and permitting, the project is not expected to be finished before the FDOT grant funding expires. The FDOT is allowing the City to extend the grant until June 1, 2024.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Approval of amendment No. 4 will have no fiscal impact.

RECOMMENDATION:

Staff recommends that the City Commission approve amendment No. 4 to allow additional time to finish the project.

BACKGROUND/DISCUSSION:

The 20 new T-hangars are expected to be completed by January 2024.

RESOLUTION NO. 2023 -

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

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

WHEREAS, the aforesaid agreement requires the City of DeLand to pay 0% of the anticipated project cost; and

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

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

Section 1. The Mayor-Commissioner is authorized to execute the Amendment for Extension of Public Transportation Grant Agreement for the construction of Hangars at the DeLand Municipal Airport.

Section 2. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED this 3rd day of April 2023.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT FOR EXTENSION OF PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-04
STRATEGIC
DEVELOPMENT
OGC 02/19

DATE: 3/7/23

TO: Mindy Considine
City of DeLand

FROM: Joseph A. Jerkins

CONTRACT NUMBER: G1Q81

AMENDMENT NUMBER: 4

FINANCIAL MANAGEMENT NUMBER: 438416-1

The Public Transportation Grant Agreement ("Agreement") between the Florida Department of Transportation ("Department") and City of DeLand ("Agency"), dated 10/05/2020, is scheduled to expire on the 1 day of June, 2023.

The Agency requests an Amendment of the Agreement, to extend the end date of the Agreement to the 1 day of June, 2024, for additional time to complete the Project for the following reasons: Project is just now in permitting. Materials are taking longer than expected to come in.

The Department agrees to the requested extension of the Agreement. All of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on _____ (to be completed by Department).

Agency: City of DeLand

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: C. Jack Adkins

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel McDermott

CITY OF DELAND
Request for Commission Action
April 3, 2023

SUBJECT: Consideration re Change Order No. 2, DeLand Airport Northwest Industrial Business Access Road.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: Change Order #2, Change Order No 2 signed

APPROVED BY: Michael Pleus, City Manager, March 29, 2023

SUMMARY/HIGHLIGHT:

At their March 21, 2022 meeting, the City Commission awarded a contract to GPS Civil Construction, Inc. to construct DeLand Airport Access Road project. It included Base Bid plus Alternate Bid Items 1 (Performance Turf – Hydroseed), Alternate Bid Items 3 (Shoulder Alternate – 2’ Paved with 4’ Stabilized), Alternate Bid Item # 4 (Water Main Construction) and Alternate Bid Item # 5 (Force Main Construction) in the amount of \$2,480,108.20.

Change Order # 1 included new side drains, storm structures and pipes along SR 11 and increase in cut (excavation) and fill (embankment) quantities.

This Change Order No. 2, if approved, includes relocation of 83 LF of existing water main along SR 11. The City of DeLand Engineering Staff redesigned SR 11 swale and storm sewer system and got approval from FDOT to avoid conflict with approximately 600 LF of existing 12” water main. The City Utilities Department provided all materials to GPS Civil to perform this additional work.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The City Staff contacted FDOT for additional funds to cover the cost of this change order but unfortunately, no State funding was available. The net award for this project approved by the City Commission is currently \$2,586,504.80. This Change Order No. 2, if approved, will increase this award by \$18,500.00 to \$2,605,004.80. Water and Sewer Fund reserves will be used to fund the additional costs and will be included in a budget amendment to be presented to the City Commission.

RECOMMENDATION:

BACKGROUND/DISCUSSION:

Staff recommends that the City Commission approve Change Order No. 2, in the amount of \$18,500.00, for the relocation of existing 12" water main along SR 11.

GPSCIVIL

CONSTRUCTION

455 Walker Street, Holly Hill, FL 32117
Office: (386) 872-5811 Fax: (386) 872-5822

Attn: Ray Bahrami
To: City of Deland
Email: bahramir@deland.org

Date: 1/11/2023
Job Name: NW Access Road
Job Location: Deland Airport

Subject: **Change Order #2**

We hereby submit this request for contract modification for the following:

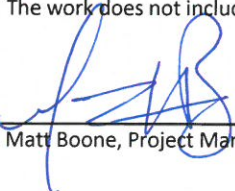
Time Adjustments: **5 Days**

<u>ITEM</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
01	Lower 12" Water Main on HWY-11	1	ls	\$ 18,500.00	\$ 18,500.00

Total \$ 18,500.00

Notes/Qualifications:

1. This proposal includes labor and equipment. All materials to be provided by the city of Deland.
2. The work does not include chlorination through the Volusia County Health Department.


Matt Boone, Project Manager

CHANGE ORDER NO. 2

Date: April 3, 2023

Project: DeLand Airport Northwest Industrial Business Park Access Road

Contractor: GPS Civil Construction
455 Walker Street,
Holly Hill, FL, 32117

Description: Lower 12" Water Main on HWY – 11 with a contract extension of five (5) days.

ADJUSTED SCHEDULE OF CONTRACT COSTS

Original Contract Amount.....	\$2,480,108.20
Change Order No. 1.....	\$106,396.60
This Change Order No. 2.....	\$18,500.00
Adjusted Contract Cost.....	\$2,605,004.80

ENGINEER'S CERTIFICATION:

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

eSigned via SeamlessDocs.com

Key: c52dc753-b01d-448f89a0-81fe23f1-88e0
Ray Bahrami, P.E.
Deputy Public Services Director

Date

CONTRACTOR ACCEPTANCE:

GPS Civil Construction

eSigned via SeamlessDocs.com

Key: b26a25e6-0683-4688-edc4-1d24f573baf6
Greg Schlatter
President

03-28-2023

Date

CITY OF DELAND, FLORIDA

Christopher M. Cloudman
Mayor - Commissioner

Date

ATTEST:

Julie Hennessy
City Clerk

Date

CITY OF DELAND
Request for Commission Action
April 3, 2023

SUBJECT: Consideration re Utility Service Agreement and Fair Share Agreement, Woodland Crossing Car Wash.

DEPARTMENT: Utilities

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

ATTACHMENTS: Utility Service Agreement, Fair Share Agreement

APPROVED BY: Michael Pleus, City Manager, March 29, 2023

SUMMARY/HIGHLIGHT:

The Woodland Crossing Car Wash is located at the northeast corner of the Woodland Crossing Shopping Center located at Violet Wood and Woodland Boulevard in DeLand. The proposed commercial will equate to twenty-two (22) residential units. The attached Utility Service Agreement contains the usual terms and conditions required by the City for utility service. No reimbursement for oversizing of offsite utilities is provided.

As is consistent with City policy, the developer has executed a West Side Interceptor Force Main Concurrency and Fair Share Agreement which is intended to compensate the City for use of the West Side Interceptor Force Main in proportion to the capacity of that pipeline used by the developer.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Infrastructure

FISCAL IMPACT:

At buildout, the City will receive water and impact fees and ongoing utility revenue from the twenty-two equivalent residential units constructed at buildout. In addition, the City will receive payment for the West Side Interceptor Fair Share contribution in the amount of \$19,778 (\$899 per unit x 22 units).

RECOMMENDATION:

Staff recommends that the City Commission approve the attached Utility Service Agreement and Fair Share Agreement for Woodland Crossing Car Wash.

BACKGROUND/DISCUSSION:

N/A

**UTILITY SERVICE AGREEMENT
FOR
WOODLAND CROSSINGS CAR WASH**

THIS AGREEMENT is entered into this 16 day of March, 2023, between the City of DeLand (City) and EXPRESS CAR WASH OF FLORIDA (Developer) regarding utility service for the Woodland Crossings Car Wash project. In consideration of the mutual covenants and conditions in this Agreement, and subject to any necessary approval by any other governmental agency having jurisdiction, the parties agree as follows:

Section 1. City to furnish service. Upon the terms and conditions in this Agreement, and in accordance with the City's rules and regulations, the City shall provide and shall have the exclusive right to furnish potable water, domestic sewer and reuse irrigation services to the real property located 1702 N. Woodland Blvd. DeLand, FL and described as:

TAX PARCEL NUMBERS

603315000020

LOT 2 WOODLAND CROSSINGS MB 55 PGS 112-116 INC PER OR 6723 P GS 2386-2388
INC PER OR 6971 PG 4145 PER OR 8326 PG 0605

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

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

- One 12" x 6" wet tap with a 12" stainless steel tapping sleeve, 6" gate valve, and approximately 10 LF +/- of 6" PVC piping for potable connection.
- One 6" x 6" tee, approximately 40 LF +/- of 6" PVC piping, and one hydrant with a 6" gate valve.
- One 6" core on existing manhole and approximately 30 LF +/- of 6" PVC piping for gravity sewer connection.
- Any other installations required in accordance with the plans and specifications for the subject development or which are otherwise required in accordance with sound utility engineering practices.
- All connections to City facilities shall be made at Developer's expense. All water meters 2" and smaller will be installed by the City at the Developer's expense.

- All onsite piping, valves, fire department connections, double detector check valves, all potable mains and services beyond meter, all sewer gravity lines, and irrigation water piping shall be installed by the developer and will remain privately owned, operated and maintained in perpetuity by the property owner.

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

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

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

Section 7. Conveyance of easements and improvements. The Developer shall at its expense grant to the City adequate transferable easements for water, sewer and reuse lines, for access to lift stations and water stations and related appurtenances as may be deemed necessary by the City.

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

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

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

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

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

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

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

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

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

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

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

EXPRESS CAR WASH OF FLORIDA

CITY OF DELAND

[Signature]
Name: Matt Bruggeman

Title: VP Design & Construction

Christopher M. Cloudman
Mayor

ATTEST:

ATTEST:

[Signature]
Name: John Norton
Secretary

Julie A. Hennessy
City Clerk - Auditor

[Signature]
Witness Alex Colarado

Witness

[Signature]
Witness Cheryl Paris

Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023 by Christopher M. Cloudman, Mayor-Commissioner of the City of DeLand, Florida who is ☐ personally known to me or ☐ who has produced, _____ as identification

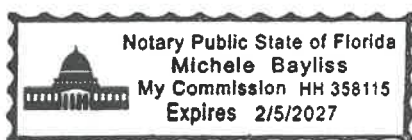
Notary Public - State of Florida

Name: _____

My Commission expires: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 16 day of March, 2023 by Matthew Bruggeman VP Design of Express Car Wash of Florida who is ☐ personally known to me or ☐ who has produced, Driver's License as identification.



[Signature]
Notary Public - State of Florida

Name: Michele Bayliss

My Commission expires: 2-5-27

Contact Information:

Owner/Developer
MATT BRUGGEMAN
EXPRESS CAR WASH OF FLORIDA
3801 PGA BLVD SUITE 600
PALM BEACH GARDENS, FL 33410
561-670-1350

ENGINEER:
CIVIOLOGISTIX, LLC
500 SUN VALLEY DR, STE H3
ROSWELL, GA 30076
TELEPHONE:(404)594-4403
EMAIL: permits@civilogistix.com

Utility Contact
Water/Sewer
City of DeLand
1101 South Amelia Ave
DeLand FL 32724
386-626-7250

**WESTSIDE INTERCEPTOR FORCE MAIN
CONCURRENCY AND FAIR SHARE AGREEMENT
FOR
WOODLAND CROSSINGS CAR WASH**

This Westside Interceptor Force Main Concurrency and Fair Share Agreement (the "Agreement") is made and entered into this 16 day of March, 2023, by and between the City of DeLand, Florida, a Chartered Florida Municipality located in Volusia County, Florida, ("City") and EXPRESS CAR WASH OF FLORIDA with its principal office located at 3801 PGA Blvd, Suite 600, Palm Beach Gardens, Florida 33410 ("Developer").

Tax Parcel ID. Numbers:

603315000020

LOT 2 WOODLAND CROSSINGS MB 55 PGS 112-116 INC PER OR 6723 P GS 2386-2388
INC PER OR 6971 PG 4145 PER OR 8326 PG 0605

RECITALS

WHEREAS, attached to this Concurrency and Fair Share Agreement ("Agreement"), are exhibits describing in greater detail the parties hereto, real property, Westside Force Main and Master Pump Station Impact Fee Surcharge Study and the sanitary sewer utility improvements which are referenced throughout this Agreement. The parties agree that all attached exhibits have been reviewed by the parties and their respective professional consultants, and all information set forth or otherwise referenced therein is deemed incorporated herein by reference; and

WHEREAS, unless otherwise stated, the Developer is the owner of the real property described in the attached Exhibit "A." Developer desires to permit, develop and, if appropriate, plat the real property for an approximately 1.10-acre commercial Car Wash (**Woodland Crossings Car Wash**); and, in addition to other requirements, is seeking to comply with the City's concurrency requirements for wastewater utilities; and

WHEREAS, the City would not have sufficient wastewater transmission lines in the vicinity of the Project without the installation of the Westside Interceptor Force Main such that the Project could not be built without the Westside Interceptor Force Main; and

WHEREAS, the Westside Interceptor Force Main, as more particularly described in the attached Exhibits, is required in order for the Project to meet minimum concurrency requirements for wastewater to support the proposed Project; and

WHEREAS, it would not be feasible for the Developer to install the entire Westside Interceptor Force Main at its sole expense; and

WHEREAS, the Westside Interceptor Force Main will provide sanitary sewer transmission capacity to other developments in the vicinity of the Project such that it is more practical and fair

that the City install the Westside Interceptor Force Main and collect from the Developer only its fair share cost of the said Westside Interceptor Force Main; and

WHEREAS, the City is desirous of including the Concurrency Improvements described below in the City's Comprehensive Plan Capital Improvement Element in the next annual amendment; and

WHEREAS, the City and the Developer desire to enter into this Agreement in order to utilize the provisions of Section 163.3180(11) Florida Statutes (2005) to implement the "fair share" process.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and Developer, hereby agree as follows:

1. **Incorporation of Recitals.** The presumptions and facts stated above in the recitals are incorporated by reference herein and deemed by the parties to be true, correct and constitute a material part of this Agreement.
2. **Construction.** The City agrees to construct, or to have constructed, the Westside Interceptor Force Main in accordance with the plans and specifications for the said project, which plans may be amended from time to time in the normal course of construction. Construction of the Westside Interceptor Force Main will commence and be complete to meet concurrency requirements, unless delay is caused for reasons outside of City's control, in which case construction will commence or recommence as soon as is reasonably practical. For purposes of this Agreement, "reasons outside of City's control" shall mean: delays or stoppage caused by acts of God, war, inability to obtain labor or materials or reasonable substitutes therefore, inability to receive governmental permits and approvals newly enacted governmental regulations or controls, the application of existing regulations or controls in a manner which City could not have foreseen or other similar matters or causes.
3. **Payment of Fair Share Assessment Amount.** In connection with the City's construction of the Westside Interceptor Force Main and as a requirement for receiving preliminary plat approval for the Project(s), Developer shall pay to the City a fair share assessment, ("Fair Share Payment"). The Fair Share Payment shall be an amount determined by multiplying the number of lots/units in the subdivision or equivalent residential units for a non-residential project times \$899.00 which is the per residential dwelling unit determined by the Westside Force Main and Master Pump Impact Fee Surcharge Study attached hereto as Exhibit "B". For this project, the number of equivalent residential units is mutually agreed to be 22. The Developer shall be required to make payment for the total amount of its Fair Share Payment at the time of approval of the preliminary plat or site plan for the Project, and must be received by the City prior to issuance of any development permits by the City. The requirement to make the Fair Share Payment shall be deemed to be a condition of approval of the preliminary plat or site plan for the project, regardless of whether any

resolution or other action of the City evidencing approval of the preliminary plat or site plan specifically references such condition. In the event that the actual number of lots approved by way of approval of the final plat exceeds those approved in preliminary plat, then Developer shall pay, as a condition of approval of the final plat, the additional fee for those lots, or be entitled to a refund, as the case may be.

4. **Vested Rights in Wastewater Concurrency.** The City agrees that by paying the City the Fair Share Payment, and by receiving a Development Order for the Project, Developer will be deemed to have satisfied the City's wastewater concurrency requirements for the Project and that the Project shall be fully vested with wastewater concurrency for purposes of development and related Project construction, subject only to the requirement to pay sewer impact fees which become due and payable in accordance with the City's wastewater impact fee ordinance, as the same may be amended from time to time.
5. **No Entitlement to Impact Fee Credits.** Nothing herein is intended to entitle the Developer to any credit toward, or to otherwise reduce its obligation to pay sewer impact fees pursuant to the City's sewer impact fee ordinance, as the same may be amended from time to time.
6. **Miscellaneous.**
 - A. **Attorney's Fees.** In the event of litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to collect from the other party reasonable attorney's fees and costs of suit.
 - B. **Venue and Choice of Law.** In the event of litigation regarding the terms of this Agreement or documents executed as a result of this Agreement, venue of the action shall be in Volusia County and Florida law shall apply. Trial shall be non-jury for any issues subject to trial.
 - C. **Waiver.** The waiver by a party of any terms or conditions of this Agreement or any breach hereof shall not constitute a waiver of any other term or condition or any subsequent breach of this Agreement.
 - D. **Successors.** This Agreement shall be binding on the parties hereto, their heirs, administrators, executors, successors in interest and assigns.
 - E. **Construction of Contract.** The parties hereto agree that they have all participated in the drafting of this Agreement. Therefore, the presumption that any ambiguity or vagueness in the construction of this Agreement shall be construed against the drafter shall not apply. The terms and provisions of the Agreement shall be applied equally to each party and the interpretation of the Agreement shall be guided by the express intent of the parties as determined by the overall effect of the provisions herein.

G. Amendments. Amendment to this Agreement shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied (but excluding the record title property owners for land that is unaffected by the amendment), and the City. Before amending this Agreement, the City shall conduct at least one public hearing. At the City's option, one of these public hearings may be held by the City Planning Board.

i. Notice of intent to consider an amendment to this Agreement shall be published by the City at the Developer's expense in a newspaper of general circulation and readership in Volusia County, Florida.

ii. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(c), Florida Statutes (2005), as amended from time to time.

iii. Notices of intent to consider an amendment shall specify the location of the Property subject to the proposed amendment, the nature of the proposed amendment and such other information as the City Staff shall reasonably deem pertinent and appropriate.

iv. All notices shall specify a place where a copy of the proposed amendment can be obtained.

H. Conflicts. Developer agrees to be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.

I. Recording. This Agreement shall be recorded by the City in the Public Records of Volusia County, Florida.

J. Binding Nature and Covenants Running With the Land. The provisions of this Agreement shall be binding upon the parties hereto, and upon all successors in interest in the subject real property. And further, the provisions of this Agreement shall constitute covenants running with the land applicable to all of the subject real property comprising the Project.

K. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

IN WITNESS WHEREOF, the parties affix their signatures and seals on the dates set forth below:

WITNESSES:

CITY OF DELAND, a Florida
Municipal Corporation

Printed Name: _____

Printed Name: _____
Christopher M. Cloudman, Mayor

Printed Name: _____

Printed Name: _____

Attest: _____
Julie A. Hennessey, City Clerk

Printed Name: _____

Date: _____

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Christopher M. Cloudman and Julie A. Hennessey, as Mayor and City Clerk, respectively, of the City of DeLand, a Florida municipality, on behalf of the City. They are personally known to me or have produced as _____ identification.

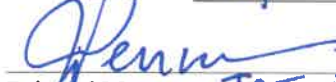
Notary Public, State of Florida at Large Commission Number

WITNESSES:

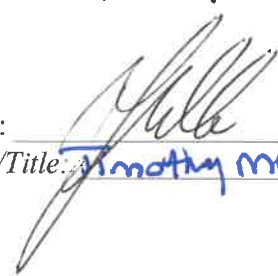
EXPRESS CAR WASH OF FLORIDA


Printed Name: Alex Lafonde


Printed Name: Cheryl Poiri


Printed Name: JOE PENNA

By: 
Name/Title Matt Bruggeman
VP, Design and Construction

Attest: 
Name/Title: Timothy Miller CEO

Michele Bayliss

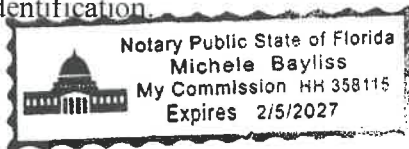
Printed Name: _____

Date: 3-16-23

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Alex Lalonde, Cheryl Paris & Joe Penna, in their respective official capacities as officers and VP Human Resources, respectively, on behalf of Expresscar Wash of FL a Florida LLC. They are ☒ personally known to me, or ☐ have produced Divers Licenses as identification.



NOTARY PUBLIC

Michele Bayliss

Notary Public, State of FL at Large

Seal, Term Expiration and Commission Number

CITY OF DELAND
Request for Commission Action
April 3, 2023

SUBJECT: Consideration re Utility Service Agreement for Trinity Gardens.

DEPARTMENT: Engineering

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

ATTACHMENTS: Trinity Gardens - USA - partially executed

APPROVED BY: Michael Pleus, City Manager, March 29, 2023

SUMMARY/HIGHLIGHT:

Trinity Gardens subdivision will be located between Blue Lake Avenue and Martin Luther King Boulevard and just north of the proposed Beresford Avenue extension in DeLand. The proposed residential subdivision will provide 543 single family residential lots. The attached Utility Service Agreement contains the usual terms and conditions required by the city for utility service. No reimbursement for oversizing of offsite utilities is provided.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Infrastructure

FISCAL IMPACT:

At buildout, the city will receive water and impact fees and ongoing utility revenue from the 543 single family residential lots constructed at buildout.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached Utility Service Agreement for Trinity Gardens.

BACKGROUND/DISCUSSION:

N/A

**UTILITY SERVICE AGREEMENT
FOR
TRINTY GARDENS**

THIS AGREEMENT is entered into this ____ day of _____, 2023, between the City of DeLand (City) and HANOVER LAND COMPANY (Developer) regarding utility service for the Trinity Gardens project. In consideration of the mutual covenants and conditions in this Agreement, and subject to any necessary approval by any other governmental agency having jurisdiction, the parties agree as follows:

Section 1. City to furnish service. Upon the terms and conditions in this Agreement, and in accordance with the City's rules and regulations, the City shall provide and shall have the exclusive right to furnish potable water, domestic sewer and reuse irrigation services to the real property located to the North East of the intersection of South Blue Lake and East Beresford Avenue and North West of the intersection of Martin Luther King Boulevard and East Beresford Avenue Extension. FL and described as:

TAX PARCEL NUMBERS

701400000150

14-17-30 S 1/2 OF SE 1/4 & EXC 200 FT R/W FOR WEST VOLUSIA B ELTLINE & EXC N 306.54 FT OF S 371.54 FT OF E 300 FT W OF BE LTLINE & EXC E 290 FT OF W 323.51 FT OF N 330 FT OF APPROX S

701400000160

14-17-30 S 1/2 OF NW 1/4 OF SE 1/4 & NE 1/4 OF NW 1/4 OF SE 1/4 PER OR 7662 PG 4201 PER OR 7707 PG 4683 PER OR 8325 PG 1 462 & 1470

701400000170

14-17-30 S 1/2 OF SE 1/4 OF SW 1/4 EXC IRREG PARCEL PER OR 7 848 PG 2721 IN SW 1/4 BEING S 165 FT ON E ROW OF BLUE LAKE A VE & MEAS 2550.4 FT ON S/L PER OR 5725 PG 1149 PER OR 5758 P

701400000171

14-17-30 S 1/2 OF SW 1/4 OF SW 1/4 EXC IRREG PARCEL PER OR 7 848 PG 2721 IN SW 1/4 BEING S 165 FT ON E ROW OF BLUE LAKE A VE & MEAS 2550.4 FT ON S/L PER OR 5725 PG 1149 PER OR 5758 P

701400000180

14-17-30 N 1/2 OF SW 1/4 OF SW 1/4 PER OR 7662 PG 4201 PER O R 7707 PG 4683 PER OR 8325 PG 1462 & 1470

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

Section 3. Installation of improvements. The Developer shall install, at its own initial cost and expense (including engineering costs), all lines, pipes, manholes, lift stations, generators, RTU,

machinery and other facilities which may be required on and off Developer's property to provide the buildings and occupants with water, wastewater or reuse service and to connect the property to existing City facilities and systems. Upon completion, all off-site and onsite utility improvements shall be conveyed and dedicated to the City. The improvements to be constructed by the Developer off the Developer's property (off-site improvements) shall include:

- One 12" x 12" wet tap with a 12" stainless steel tapping sleeve, 12" gate valve, and approximately 40 LF+/- of 12" PVC piping for potable water.
- One 12" x 12" wet tap with a 12" stainless steel tapping sleeve, 12" gate valve, and approximately 200 LF+/- of 12" HDPE or PVC piping for potable water.
- One 8" x 8" wet tap with an 8" stainless steel tapping sleeve, 8" gate valve, 8" x 10" reducer, and approximately 80 LF+/- of HDPE or PVC piping for potable water.
- One 8" x 8" wet tap with an 8" stainless steel tapping sleeve, 8" gate valve, and approximately 30 LF+/- of 8" PVC piping for sanitary force main.
- One 12" x 6" wet tap with a 12" stainless steel tapping sleeve, 6" gate valve, and approximately 50 LF+/- of 6" PVC piping for reuse water.
- Any other installations required in accordance with the plans and specifications for the subject development or which are otherwise required in accordance with sound utility engineering practices.
- All connections to City facilities shall be made at Developer's expense. All water and reuse meters 2" and smaller will be installed by the City at the Developer's expense. All onsite water and sewer improvements shall be conveyed and dedicated to the City.

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

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

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

Section 7. Conveyance of easements and improvements. The Developer shall at its expense grant to the City adequate transferable easements for water, sewer and reuse lines, for access to lift stations and water stations and related appurtenances as may be deemed necessary by the City.

Section 8. Evidence of conveyance of facilities. By this Agreement Developer hereby transfers to the City the title to the water, wastewater and reuse systems, facilities and improvements to be installed pursuant to this Agreement, effective without further action upon the completion and acceptance by the City of the installation of those systems. As further evidence of this transfer of

title, the Developer shall provide to the City a copy of the recorded plat, if any; a bill of sale for the facilities; written easements; deeds to the land on which lift stations, water stations or similar facilities are located; and other evidences of conveyance required by the City.

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

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

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

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

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

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

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

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

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

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

HANOVER LAND COMPANY

Name: Andrew Cross
Title: Vice President

ATTEST:

Name: _____
Secretary

Witness

Witness

CITY OF DELAND

Christopher M. Cloudman
Mayor

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Witness

Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023 by Christopher M. Cloudman, Mayor-Commissioner of the City of DeLand, Florida who is ☐ personally known to me or ☐ who has produced, _____ as identification

Notary Public - State of Florida

Name: _____
My Commission expires: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20 day of March, 2023 by Andrew Cross, the Vice President of Hanover Land Company who is ☒ personally known to me or ☐ who has produced, _____ as identification.



PAUL DANIEL
Notary Public
State of Florida
Comm# HH243140
Expires 4/4/2026

Notary Public - State of Florida

Name: Paul Daniel
My Commission expires: 4/4/2026

CITY OF DELAND
Request for Commission Action
April 3, 2023

SUBJECT: Consideration re Award of Bid, Marsh Road & Jacobs Landing - Stormwater Improvements.

DEPARTMENT: Public Works

PREPARED BY: Ray Underwood, Public Works Director

ATTACHMENTS: Bid Tabulation

APPROVED BY: Michael Pleus, City Manager, March 29, 2023

SUMMARY/HIGHLIGHT:

Staff from the City, Volusia County and Bechtol Engineering worked together to find a solution surrounding the standing water issues along Marsh Rd. during the rainy season. The water is originating from Jacobs Landing sub-division which is under the City's jurisdiction for stormwater maintenance. Although the original stormwater overflow design was approved, it had unintended consequences which allowed water to sit alongside and even cover Marsh Rd at times. A permanent solution has been designed that will eliminate any standing water along Marsh Rd that is related to Jacobs Landing.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Natural Resource Protection

FISCAL IMPACT:

Award to the lowest bidder, All Terrain Tractor Service, Inc, will result in an obligation of \$56,008.23 for the reconfiguration and installation of the stormwater improvements, which can be funded from the Stormwater fund.

RECOMMENDATION:

Staff recommends that the City Commission award the Marsh Road & Jacobs Landing – Stormwater Improvements to All Terrain Tractor Service, Inc. in the amount of \$56,008.23.

BACKGROUND/DISCUSSION:

N/A

BID TABULATION SHEET

Bid Title: Marsh Road & Jacob's Landing Drainage Improvements

Bid No: B-23-06

OPENING DATE & TIME: March 16, 2023 @ 3:00 PM

POSTING DATE: March 20, 2023

POSTED BY: Corey McMillen

Item No.	Description	Unit	Quantity	All-Terrain Tractor Service Inc.		Cathcart Construction Company		Garcia Civil Contractors	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	30	\$75.00	\$2,250.00	\$51.60	\$1,548.00	\$65.00	\$1,950.00
104-13-1	STAKED SILT FENCE (TYPE 111)	LF	300	\$8.35	\$2,505.00	\$3.82	\$1,146.00	\$7.00	\$2,100.00
452-2-71	MANHOLES, J-7, < 10'	EA	1	\$8,600.00	\$8,600.00	\$13,499.78	\$13,499.78	\$15,000.00	\$15,000.00
430-175-118	PIPE CULVERT, 12" ADS HP STORM	LF	136	\$50.68	\$6,892.48	\$206.84	\$28,130.24	\$225.00	\$30,600.00
430-982-125	MITERED END SECTION, 12" PIPE (WITH RIP-RAP RUBBLE)	EA	1	\$7,610.00	\$7,610.00	\$3,433.34	\$3,433.34	\$8,000.00	\$8,000.00
570-1-2	PERFORMANCE TURF, SOD	SY	75	\$21.33	\$1,599.75	\$29.46	\$2,209.50	\$15.00	\$1,125.00
999-1	ROADWAY OPEN-CUT & PAVEMENT RESTORATION (2" SP 9.5 & 10" SOIL CEMENT BASE	EA	1	\$16,350.00	\$16,350.00	\$8,330.56	\$8,330.56	\$18,000.00	\$18,000.00
101-1	MOBILIZATION (MAX. 10%)	LS	1	\$3,500.00	\$3,500.00	\$5,800.00	\$5,800.00	\$7,000.00	\$7,000.00
102-1	MAINTENANCE OF TRAFFIC (MAX. 12%)	LS	1	\$4,451.00	\$4,451.00	\$6,708.00	\$6,708.00	\$7,500.00	\$7,500.00
110-1-1	CLEARING & GRUBBING	LS	1	\$2,250.00	\$2,250.00	\$2,769.76	\$2,769.76	\$3,500.00	\$3,500.00
				\$56,008.23		\$73,575.18		\$94,775.00	

*Note: All bids are subject to review and tabulation is not final.

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

CITY OF DELAND
Request for Commission Action
April 3, 2023

SUBJECT: Consideration re Impact Fee Installment Payment Agreement.

DEPARTMENT: Community Development

PREPARED BY: Rick Werbiskis, Community Dev. Director

ATTACHMENTS: Levings Impact Fee Payment Agreement

APPROVED BY: Michael Pleus, City Manager, March 30, 2023

SUMMARY/HIGHLIGHT:

Christopher and Jessica Levings are the owners of certain real property located within the corporate limits of the city located at 306 W Wisconsin Avenue, which was the former Trinity United Methodist Church. Ordinance Number 2022-15 enacted by the City Commission amended the zoning district/classification relating to the property from R-1B, Single Family, to the North West Square PD. The North West Square PD will allow the existing tax-exempt building to be converted to a residential/commercial mixed-use project which will add to the city's tax base. The rezoning action relating to the property and the resulting construction plans for the property has resulted in the assessment of impact fees and water and sewer development fees, etc., of approximately \$125,000.00. The Levings have requested that the City Commission approve the payment of the impact fees and water and sewer development fees, etc., in installments to the city with all payments being completed prior to the issuance of a certificate of occupancy by the City. Approval of an installment payment plan would not be applicable to impact fees assessed by Volusia County.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principles; Preserving "Sense of Community"

SUSTAINABILITY:

NA

FISCAL IMPACT:

There is no fiscal impact to the city as all applicable fees will be paid prior to any potential impacts resulting from the project.

RECOMMENDATION:

It is recommended that the City Commission approve the Agreement.

BACKGROUND/DISCUSSION:

NA

**IMPACT FEE INSTALLMENT PAYMENT AGREEMENT FOR
REDEVELOPMENT PROJECT**

THIS IMPACT FEE INSTALLMENT PAYMENT AGREEMENT FOR REDEVELOPMENT PROJECT (hereinafter referred to as the "Agreement") which relates to certain specified real property located in the City of DeLand, Florida (referred to herein from time-to-time as the "subject property" or a similar reference) is made and entered into this 3rd day of April, 2023, by and between the CITY OF DELAND, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "CITY"), whose address is City of DeLand, City Hall; 120 South Florida Avenue; DeLand, Florida 32720, and CHRISTOPHER ROBERT LEVINGS and JESSICA LEVINGS, (hereinafter referred to as "LEVINGS") whose address is 2135 Hontoon Road, DeLand, Florida 32720.

WHEREAS, LEVINGS are the owners of certain real property located within the corporate limits of the CITY and which is more particularly described in the Warranty Deed recorded in Official Records Book 8304, Page 1138, of the Public Records of Volusia County, Florida (hereinafter referred to as the "Property"); and

WHEREAS, LEVINGS have the right and authority to enter into this Agreement; and

WHEREAS, this Agreement relates to the same real property as Ordinance Number 2022-15 enacted by the City Commission of the CITY which Ordinance changed the zoning district/classification relating to the Property from R-1B, Single Family, to Planned Development (creating the North West Square PD) and approved a planned development plan; and

WHEREAS, the former Trinity United Methodist Church building is located on the Property and the LEVINGS have purchased and rezoned the property for the purpose of redeveloping the Property and putting it to productive economic use; and

WHEREAS, the rezoning action relating to the Property and the resulting construction plans for the Property has resulted in LEVINGS being assessed impact fees and water and sewer development fees, etc., of approximately \$125,000.00 by the CITY; and

WHEREAS, LEVINGS have requested that the CITY approve the payment of the impact fees and water and sewer development fees, etc., in installments to the CITY with all payments being completed prior to the issuance of a certificate of occupancy by the City; and

WHEREAS, the CITY has no objection to payments being made in installments, as set forth in this Agreement, in order to accommodate a redevelopment of an unused structure which constitutes a public benefit; and

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

NOW THEREFORE, it is hereby agreed by the CITY and LEVINGS as follows:

Section 1. Recitals. The above recitals are true and correct and incorporated herein by this reference thereto.

Section 2. Representations of The Parties. The parties hereby represent and warrant that they have the power and authority to enter into and consummate the terms and conditions of this Agreement, that all acts, approvals, procedures and similar matters required in order to authorize this Agreement have been taken, obtained or followed, as the case may be, that this Agreement and the proposed performance of this Agreement by such party is not an ultra vires act and that, upon the execution of this Agreement by all parties, this Agreement shall be valid and binding upon the parties hereto and their successors in interest.

Section 3. Payment/Collection of Fees. LEVINGS shall pay the CITY the sums due to the

CITY for impact fees and water and sewer development fees, etc., in the total amount as determined by the CITY in installments as set forth in the attached Exhibit A, with full payment of all fees being made prior to the CITY's issuance of a certificate of occupancy.

Section 4. Volusia County Impact Fees. Nothing herein is applicable to impact fees assessed by Volusia County. It is the obligation of LEVINGS to arrange for payment of all such fees, if any.

Section 5. Breach. In the event of a breach hereof by either party hereto, the other party hereto shall have all rights and remedies allowed by law, including, but not limited to, the right to specific performance of the provisions hereof relating to the full payment of all fees and LEVINGS hereby grant the CITY's City Manager, or his designee, the plenary power, authority and right to file an affidavit in the Public Records (Land Records) of Volusia County stating that payment has not been made as required herein and that the building or structure or portion thereof located on the Property is in violation of a CITY code, ordinance or land development regulation as the case may be.

Section 6 Notices.

(a). All notices required or permitted to be given under the Agreement must be in writing and must be delivered to the CITY or LEVINGS, at the addresses set forth below (or such other address as may be hereafter be designated in writing by such party). Any such notice must be personally delivered or sent by registered or certified mail, overnight courier, facsimile or telecopy. Any such notice will be deemed effective when received (if sent by hand delivery, overnight courier, telecopy or facsimile) or on the date which is 3 days after such notice is deposited in the United States mail (if sent by registered or certified mail). The party's addresses for the delivery of all such notices shall be as set forth in the opening paragraph of this Agreement.

(b). If the CITY files the affidavit in the Public Records (Land Records) of Volusia County stating that repayment has not been made as required herein and that the building or structure or portion thereof is in violation of a CITY code, ordinance and land development regulation and that the use that was the subject of the payment of impact fees to the CITY, as set forth herein, is no longer lawful on the basis of such non-payment of fees, then a copy of such affidavit shall be provided to LEVINGS only after the recording of such document.

Section 7. Amendments. This Agreement shall not be further modified or amended except by written agreement executed by all parties hereto.

Section 8. Severability. If any provisions of this Agreement are held to be illegal or invalid, the other provisions of this Agreement shall remain in full force and effect so long as each party substantially obtains the consideration contemplated hereunder.

Section 9. Successors and Assigns. This Agreement and the terms and conditions hereof touch and concern the Property and shall be binding upon and inure to the benefit of the CITY and shall burden and run with title to the Property.

Section 10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the CITY including, but not limited to, the public records law of the State.

Section 11. Third Party Rights. This Agreement is not a third party beneficiary contract, and shall not in any way whatsoever create any rights on behalf of any third party.

Section 12. Specific Performance. Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations established in this Agreement shall result in irreparable damage to the CITY, and that specific performance of these obligations may be obtained by suit in equity.

*** Signatures on following page ***

IN WITNESS WHEREOF, the CITY and LEVINGS, have caused this Agreement to be duly executed by their duly authorized representatives as of the date first above written.

CITY OF DELAND, FLORIDA

Date Executed _____

By: _____
Christopher M. Cloudman, Mayor

ATTEST

By: _____
Julie A. Hennessy, City Clerk/Auditor

Christopher Robert Levings

Date Executed _____

Jessica Levings

Date Executed _____

EXHIBIT “A”
PAYMENT PLAN

- \$15,000.00 on or before April 10, 2023
- \$10,000.00 on or before May 10, 2023
- \$10,000.00 on or before June 10, 2023
- \$10,000.00 on or before July 10, 2023
- \$10,000.00 on or before August 10, 2023
- \$10,000.00 on or before September 10, 2023
- \$10,000.00 on or before October 10, 2023
- \$10,000.00 on or before November 10, 2023
- \$10,000.00 on or before December 10, 2023
- \$10,000.00 on or before January 10, 2024
- \$10,000.00 on or before February 10, 2024
- \$10,000.00 on or before March 10, 2024

The exact amount of impact fees and connection charges is not precisely known. The final payment(s) shall be increased or reduced to account for any increase or decrease in the total amount of such fees and charges.

In the event that the Levings desire to obtain a certificate of occupancy or otherwise occupy the subject building prior to March 10, 2024, then they must pay all impact fees and connection charges in full in order to obtain a certificate of occupancy or to otherwise occupy the subject building.

CITY OF DELAND
Request for Commission Action
April 3, 2023

SUBJECT: Consideration re Approval of Addendum to the Agreement with the Volusia County Property Appraiser for the Utilization of the Uniform Method of Collection of Non-Ad Valorem Assessments.

DEPARTMENT: City Manager

PREPARED BY: Michael Pleus, City Manager

ATTACHMENTS: City of Deland NAVA Addendum

APPROVED BY: Michael Pleus, City Manager, March 29, 2023

SUMMARY/HIGHLIGHT:

This Addendum is a uniform amendment that the Property Appraiser has sent to all relevant parties, regardless of their current non-ad valorem assessment usage. Their intention is to ensure consistency across the board for any future changes in non-ad valorem rates related to stormwater, solid waste, and/or fire services that may exceed a 50% increase from the previous rate. The City uses non-ad valorem assessments for two street lighting districts, so there is no real impact on our assessments by approving this agreement.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None

RECOMMENDATION:

Approve the Addendum to the Agreement with the Volusia County Property Appraiser for the Utilization of the Uniform Method of Collection of Non-Ad Valorem Assessments as requested.

BACKGROUND/DISCUSSION:

N/A

**ADDENDUM TO THE AGREEMENT WITH THE VOLUSIA COUNTY
PROPERTY APPRAISER
FOR THE UTILIZATION OF THE UNIFORM METHOD OF
COLLECTION OF NON-AD VALOREM ASSESSMENTS**

This addendum is made and entered into, by, and between the Property Appraiser's Office and the City of DeLand, with respect to the contract dated 08/09/2021 (the "Contract").

The Parties hereby agree to add the following provision to the Contract:

The Levying Authority shall not increase the non-ad valorem rates for stormwater, solid waste, and/or fire services by more than 50% of the previous year's rate without holding a new public hearing. Any proposed increase in the non-ad valorem rates for these services that exceeds this threshold must be subject to a new public hearing, at which the Levying Authority will have the opportunity to present their respective positions and the public will have the opportunity to provide input. The Levying Authority may use the TRIM notice to advertise this date, time, and location of the new public hearing.

This addendum shall be deemed a part of the Contract and shall have the same force and effect as if fully set forth in the original Contract. All terms and provisions of the Contract not modified by this addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum with the Property Appraiser for the Utilization of the Uniform Method of Collection of Non-Ad Valorem Assessments on the day and year written below.

ATTEST:

_____	Date _____	By: _____	Date _____
_____	Date _____	Chairman/Mayor	

ATTEST:

_____	Date _____	PROPERTY APPRAISER
_____	Date _____	COUNTY OF VOLUSIA, FLORIDA
		By: _____
		Larry Bartlett
		Property Appraiser
		Volusia County, Florida

CITY OF DELAND
Request for Commission Action
April 3, 2023

SUBJECT: Second Reading of Ordinance No. 2023-05, Amending Chapter 30, Relating to Sewer/Wastewater Connection Fees and Incidental Utility Charges.

DEPARTMENT: Admin Services

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: ORD-2023-05 Chapter 30 Utility Ordinance Amendment, Presentation From Workshop, Sample Bill Current & Proposed

APPROVED BY: Michael Pleus, City Manager, March 29, 2023

SUMMARY/HIGHLIGHT:

This is the second reading of an Ordinance that is proposed to amend the provisions of Chapter 30 of the Code of Ordinances relating to water and sewer/wastewater connection fees and sewer rates as well as adjusting the charges for certain meters and related utility charges.

The ordinance does not increase the water connection charges but will increase the wastewater connection charges, from the current charge of \$3,384.00. The wastewater connection charges will be phased in over a two year period, with the first increase to \$4,320.50 taking effect on October 1, 2023 and the remaining increase to \$5,257.00 taking effect on October 1, 2024. The ordinance will also increase the monthly sewer rates as set forth in the ordinance.

The ordinance also deletes portions of the rate charts in the current version of the ordinance which relate to prior years' charges.

Summary of the rate changes

Existing:

Fiscal Year	Water	Wastewater	Typical 5,000 Gallon Residential Monthly Bill
FY 23			\$76.23
FY 24	4.5%	1.5%	\$77.90
FY 25	4.5%	1.5%	\$79.69
FY 26	4.5%	1.5%	\$81.51

Proposed:

Fiscal Year	Water	Wastewater	Typical 5,000 Gallon Residential Monthly Bill
FY 23			\$76.23
FY 24	4.5%	4.0%	\$79.18
FY 25	4.5%	4.0%	\$82.29
FY 26	4.5%	4.0%	\$85.51

Further breakdown of the rates in comparison with other local utilities:

City of DeLand
Comparison of Residential 3/4 Inch Meter Combined
Bills

	Monthly Metered Water Use (Thousand Gallons)			
	0	2	5	
DeLand Existing (FY 23)	\$ 38.83	\$ 53.79	\$ 76.23	
DeLand Proposed (FY 24)	\$ 40.23	\$ 55.81	\$ 79.18	
Other Utilities:				
City of Daytona Beach	\$ 18.72	\$ 33.16	\$ 76.48	
City of Deltona	\$ 76.48	\$ 116.70	\$ 193.02	
City of Edgewater	\$ 38.34	\$ 61.48	\$ 114.55	
City of Eustis	\$ 39.43	\$ 51.27	\$ 69.03	
Utilities Commission, City of New Smyrna Beach	\$ 36.26	\$ 47.70	\$ 66.12	
City of Orange City	\$ 42.01	\$ 70.91	\$ 114.26	
City of Ormond Beach	\$ 36.74	\$ 36.74	\$ 60.80	
City of Port Orange	\$ 21.60	\$ 33.26	\$ 57.95	
City of Sanford	\$ 22.17	\$ 22.17	\$ 48.12	
City of Umatilla	\$ 34.72	\$ 48.60	\$ 70.01	
Volusia County - East	\$ 42.73	\$ 63.17	\$ 93.84	
Volusia County - West	\$ 42.73	\$ 58.70	\$ 82.66	
Average of Other Utilities	\$ 37.66	\$ 53.65	\$ 87.24	

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability & High Value Government

SUSTAINABILITY:

Natural resource protection and optimization

FISCAL IMPACT:

The City is the owner and operator of the City's water, wastewater and reclaimed water systems (collectively the "City's Utility Systems") and the City Commission has previously established the rates, fees and charges pertaining to the City's Utility Systems. Pursuant to the provisions of applicable law, and sound and generally accepted public management and fiscal management practices, it is incumbent upon, and fiscally responsible for, the City to have rates, fees and charges in place for utility services furnished by the City's Utility Systems that are just and equitable to all classes of consumers served and properties benefited by the City's Utility Systems.

RECOMMENDATION:

It is recommended that the City Commission approve the proposed Ordinance on second reading.

BACKGROUND/DISCUSSION:

Evaluations and have been performed for and by the City from time-to-time over the years relating to the rates, fees and charges pertaining to City's Utility Systems and said evaluations result in the determination that the amendment of some of the rates, fees and charges will be necessary in order for the City to reasonably recover the costs of the City associated with serving the various classes of consumers and properties benefited by the City's Utility Systems as well as to meet the regulatory and fiscal obligations of the City.

The City has recently engaged the expert services Raftelis Financial Consultants, Inc. (Raftelis), the City's professional utility rate consultant, to evaluate water and sewer connection fees which have resulted from inflationary pressures which have driven up the cost of capital improvements. Raftelis is a company which assists local governments and utilities by providing management consulting expertise having just recently worked with more than 600 organizations. On February 16, 2023 Raftelis issued the "2023 Water and Wastewater Development Connection Fee Study" pertaining to the City's Utility Systems.

The enactment of the proposed Ordinance, which pertains to wastewater connection charges, monthly sewer rates and various charges related to water and sewer connections, will implement the changes proposed in the 2023 Raftelis Study. Proposed changes are detailed in the study.

The Ordinance also provides for some technical revisions to the text of the current provisions and updating of the ordinance.

ORDINANCE NO. 2023 - 05

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING SECTION 30-20, SECTION 30-21, SECTION 30-22, SECTION 30-23, SECTION 30-27 AND SECTION 30-32 OF CHAPTER 30 OF THE CODE OF ORDINANCES OF THE CITY OF DELAND RELATING TO WATER AND SEWER/WASTEWATER RATES, CHARGES AND DEVELOPMENT / CONNECTION FEES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE WITH PHASED CHARGES.

WHEREAS, the City of DeLand is a vibrant City which engages in a wide array of governmental functions and the provision of high-quality utility services to its citizens and customers; and

WHEREAS, the City of DeLand is the owner and operator of the City of DeLand's water, wastewater and reclaimed water systems (collectively the "utility systems of the City"); and

WHEREAS, the City of DeLand provides utility service to approximately 23,900 potable water customers and 16,900 wastewater/sewer customers throughout the City's service area; and

WHEREAS, the City of DeLand existing water and wastewater/sewer development connection fees which were last increased in 2021; and

WHEREAS, the City of DeLand contracted with Raftelis Financial Consultants, Inc. (Raftelis) to review and update the 2021 Water, Wastewater, and Reclaimed Water Rate and Development Connection Fee Study (2021 Study) conducted by Raftelis which included recommendations to increase the fees; and

WHEREAS, however, since the completion of the 2021 Study, the City of DeLand is experiencing a significant increase in inflation to capital costs and the City desires to update the development connection fees for water and wastewater/sewer to capture these higher capital costs in order to ensure that growth continues to pay its own way and that the taxpayers of the City are not called upon to subsidize the public costs incurred as a result of development activities; and

WHEREAS, development connection fees are important sources for utilities to use to fund infrastructure costs related to growth; and

WHEREAS, on February 16, 2023 Raftelis, the City's utility rate consultant which is headquartered in Maitland, Florida, issued the "2023 Water and Wastewater Development Connection Fee Study" (2023 Study) pertaining to the water and wastewater development connection fees of the City Raftelis being a company which assists local governments and utilities

to thrive by providing management consulting expertise having just recently worked with more than 600 organizations; and

WHEREAS, the 2023 Study is based on the costs to provide infrastructure to address needs related to growth based on data specific to each service and related to the City's characteristics with the technically calculated development connection fees set forth in the 2023 Study reflecting sound and generally acceptable development fee methodologies; and

WHEREAS, the City Commission of the City of DeLand has previously established the rates, fees and charges pertaining to the utility systems of the City in order to be prudent and operate as a fiscally sound local government; and

WHEREAS, pursuant to the provisions of applicable law, it is incumbent upon, and fiscally responsible for, the City Commission to set rates, fees and charges for services furnished by the utility systems of the City that are just and equitable to all classes of consumers served and properties benefited by the Utility systems of the City; and

WHEREAS, the City Commission desires to continue to maintain fair, just, equitable and appropriate rates, fees and charges and to ensure that all customers of the utility systems of the City are treated equitably and are charged appropriate rates for the use of the utility systems of the City; and

WHEREAS, the provisions of Section 180.191, *Florida Statutes*, relates to certain limitations on rates charged to consumers located outside municipal limits and provides that "[a]ny municipality within the state operating a water or sewer utility outside of the boundaries of such municipality . . . may add a surcharge of not more than 25 percent of such rates, fees, and charges to consumers outside the boundaries" and that the "[f]ixing of such rates, fees, and charges in this manner shall not require a public hearing except as may be provided for service to consumers inside the municipality"; and

WHEREAS, the City Commission finds that it is necessary, desirable and fiscally prudent for the utility systems of the City to adopt this Ordinance amending certain of the rates, fees and charges previously established; and

WHEREAS, this Ordinance is enacted pursuant to the home rule powers of the City of DeLand as set forth at Article VIII, Section 2, of the *Constitution of the State of Florida*; Chapter 166, *Florida Statutes*; and Chapter 180, *Florida Statutes*, and other applicable controlling law; and

WHEREAS, the City Commission of the City of DeLand has determined that the enactment of this Ordinance is in the best interest of the citizens of the City of DeLand; and

WHEREAS, for purposes of this Ordinance, underlined type shall constitute additions to the original text, *** shall constitute ellipses to the original text, ~~striketrough~~ shall constitute deletions to the original text, and minor edits are made without legislative scoring.

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

Section 1. Legislative Findings and Intent.

(a). The City Commission of the City of DeLand hereby adopts and incorporates into this Ordinance the recital (whereas clause) to this Ordinance and the City staff report relating to this Ordinance.

(b). Additionally, the City Commission adopts as legislative findings the text of the February 16, 2023 letter issued to Mr. Michael Grebosz, Assistant City Manager, by Tony Hairston, Vice President of Raftelis, and Michelle Galvin, Consultant, the subject of which is “2023 Water and Wastewater Development Connection Fee Study” together with the contents of the subject Study.

(c). The City has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

Section 2. Amendment to Section 30-20, City Code, Development Fees. The provisions of Section 30-20, “Development fees”, are amended to read as follows:

Sec. 30-20. Development fees.

- (a) *Purpose and authority.* This section establishes procedures to facilitate the orderly expansion of the municipal water and sewer system and provides a means for funding such expansion by those benefiting from the expansion through the imposition of development fees. The city has determined that certain necessary improvements will have to be undertaken in order to provide adequate water supply and sewage treatment and disposal for the influx of new residents, industrial and business establishments anticipated to occur in future years. In order to finance these necessary capital improvements, several methods of financing will be necessary, one of which is a development fee. If there is any inconsistency between the analysis stated herein and that which is stated in the 2021 Utility Rate and Development Connection Fee Study, dated August 31, 2021, pertaining to the utility systems of the city, as issued by Raftelis Financial Consultants, Inc. (Raftelis), the city's rate consultant and fiscal advisor, the analysis and statements published by Raftelis shall prevail.
- (b) *Time of payment.* The development fee for new construction and when service is extended to existing dwellings, commercial or other property, shall be due and payable upon application for water or sewer service. The development fee is charged separately for water and sewer connections. In areas where only one of these services is available, the applicable fee shall be that established for the service provided. The applicable fee for the other service will become due when service is made available.
- (c) *Definitions for the water and wastewater system applicable to development fees.*
 - (1) The water system includes two broad categories which are:
 - a. The "primary system," which includes the following:
 - 1. Wells and well pumps;
 - 2. Raw and treated water mains;
 - 3. High service pumping facilities;

4. Storage and repumping facilities;
 5. Treatment plants; and
 6. Transmission mains.
- b. The balance of the system is defined as the "secondary system" and includes lateral lines extending from the transmission mains and providing local service to the property line of the water connectors.
- (2) The wastewater system includes two broad categories, which are:
- a. The "primary system", which includes the following:
 1. Interceptors;
 2. Master pump stations;
 3. Force mains;
 4. Treatment plants; and
 5. Effluent disposal facilities.
 - b. The balance of the system is defined as the "secondary system" and includes lateral sewers extending from the interceptors and providing local service to the property line of the wastewater connectors.
- (d) *Trust funds established; restraints on usage.* The collected development fees shall be deposited in the water and wastewater system capital improvements trust fund. The proceeds established from the deposit of development fees into the trust fund, and the interest which may accrue on the funds, may be expended only for the purposes provided herein. Expenditures from the trust fund may be used only for the purpose of expanding the primary system facilities of the DeLand water and wastewater system or for the purchase of excess water and/or wastewater system capacity in existing water and/or wastewater systems within the DeLand water and wastewater service area. If allowed by law, the proceeds of the trust fund may be used for improving, updating, or bringing the system as a whole into compliance with a change in standards, regardless of the basis on which such change has been established.
- Disbursements may be made from the trust fund for the purposes specified hereinabove, and in accordance with the appropriate law, with the additional requirement that the disbursement of any funds from the trust fund shall require the written approval of the city manager and the city engineer.
- The provisions of this section are declared to be severable, and the invalidity of any portion of this section shall not affect the validity of the remaining portions.
- (e) *Water and wastewater development fee schedule.*
- (1) *Declaration of the fixture unit schedule for the computation of the water and wastewater development fees.* The city commission has determined that it is necessary to impose a water development fee and a wastewater development fee to new connectors to the utility systems for the privilege of using a certain portion of the existing capacity within the respective system in order to defray the costs associated with the future expansion or upgrading of the primary system facilities within the respective utility system. The water and wastewater development fees will be computed for each customer based on that

customer's estimated impact on the particular system, as calculated from installed plumbing fixtures or other water-consuming devices, and a unit rate for each fixture unit as established in subsections (e)(2) and (3) hereunder. Part A of Table 30-20(e)(1) of this chapter presents a listing of standard plumbing fixtures and associated fixture-unit values for the purpose of computing the water and wastewater development fees for all residential and standard commercial units. For the purpose of assessing for plumbing units and other water-consuming devices not listed in the aforementioned table, a peak flow rate of one fixture unit is defined to be one cubic foot, or seven and one-half gallons per minute.

In the case of other nonstandard or larger commercial or industrial customers, where the number of fixture units as established in Part A of the referenced table and installed on the premises does not fairly state and reflect that customer's impact on the utility systems, or whose impact is produced by the use of devices other than plumbing fixtures, the computation of the water development fee and the wastewater fee will be based on one of the following methods:

Water Development Fee:

Method A: The maximum number of fixture units which can be served through the water meter providing service to the establishment in question, as stated in Part B of Table 30-20(e)(1).

Method B: An equivalent family unit. A family unit is entitled to 128,000 gallons of water per year (.128 MGY) and is equivalent to 20 fixture units. A large commercial or industrial customer's fee would be based on an equivalent family unit and would be computed as follows: Determine the estimated annual water quantity, then divide by 128,000, then multiply by 20, then multiply by the water unit rate per fixture unit.

For potable irrigation where a separate new residential construction has been approved by the city a water development fee equivalent to the 20 fixture unit shall be charged. For estimated quantities not to exceed 128,000 gallons per year. For estimated quantities in excess of 128,000 development fees shall be calculated using method B above.

In determining the water development fee for large commercial or industrial customers, the city reserves the right to review and charge the customer the water development fee which is the higher of the above methods.

In determining the water development fee for large commercial or industrial customers, the city reserves the right to review and charge the customer the water development fee which is the higher of the above methods.

Wastewater development fee:

Wastewater development fee;: An equivalent family unit. A family unit is entitled to 110,000 gallons of wastewater per year (110 MGY) (with biological loading of 192 pounds per year and suspended solids loading of 234 pounds per year) and is equivalent to 20 fixture units. A large commercial or industrial customer's fee would be based on an equivalent family unit and would be computed as follows:

Method A: Determine the estimated annual wastewater quantity, then divide by 110,000 gallons, then multiply by 20, then multiply by the wastewater unit rate per fixture unit.

Method B: Determine the estimated annual biological loading (pounds per year), then divide by 192, then multiply by 20, then multiply by the wastewater unit rate per fixture unit.

Method C: Determine the estimated annual suspended solids loading (pounds per year), then divide by 234, then multiply by 20, then multiply by the wastewater unit rate per fixture unit.

In determining the wastewater development fee for large commercial or industrial customers, the city reserves the right to review and charge the customer the wastewater development fee which is the highest of the above methods.

In all of the above cases, the city may review the fee computation after 12 months of normal facility operation, and may adjust the water or wastewater development fees in an appropriate manner to reflect the user's impact on the system. If after 12 months of normal operation the annual quantities of water or wastewater used at the facility increase due to an additional shift or production modifications, or for any other reason, the city may review the fee computation and increase the development fee to match the increased quantities.

Part A:

All fixture unit weights and fixture unit values for all plumbing fixtures shall be determined in accordance with the latest edition of the Florida Building Code - Plumbing.

Part B:

For nonstandard and large commercial, or industrial customers, the city may elect, at its option, to compute the fixture unit weight based upon the peak capabilities of the water meter being used by that customer. The following table presents the maximum number of fixture units to be served by a particular water meter size and utilized in the computation of the development fees:

Meter Size (Inches)	Fixture Units
5/8—3/4	20 <u>32</u>
1	50
1½	100
2	160
3	350
4	550
6	1,500
8	2,500

- (2) Declaration of the unit rate for the water development fee computation. The development fee for each water system connector will be computed by multiplying the total number of fixture units determined for the connector to be served by a unit rate per fixture unit. Effective, October 1, 2021, the customer will be required to pay \$129.00 for each water system connection.
- (3) Declaration of the unit rate for the wastewater development fee computation. The development fee for each wastewater system connector will be computed by multiplying the total number of fixture units determined for the connector to be served by a unit rate per fixture unit. Effective, October 1, 2021, the customer will be required to pay \$169.20 for each water system connection.
- (4) Declaration of the unit rate for the water development fee computation. The development fee for each water system connector will be computed by multiplying the total number of ERUs determined for the connector to be served by a unit rate per ERU. On October 1, 2021 the customer will be required to pay \$2,580.00 for each water system connection.
- (5) Declaration of the unit rate for the wastewater development fee computation. The development fee for each wastewater system connector will be computed by multiplying the total number of ERUs determined for the connector to be served by a unit rate per ERU. On October 1, 2021, the customer will be required to pay \$3,384.00 for each wastewater system connection. On October 1, 2023, the customer will be required to pay \$4,320.50 for each wastewater system connection. On October 1, 2024, the customer will be required to pay \$5,257.00 for each wastewater system connection.
- (6) *Credit given against development fee when individuals connect who have been previously paying monthly base facility charges for utility service, although not connected to the system.*

The city will allow the application of monthly base facility charges paid for water and/or wastewater service as a credit not to exceed the total cost of the development fee assessed to the connector. In no event shall the excess amount of base facility charges paid to date, if any, be credited to any other rates, charges or fees due for services, nor shall any refunds be issued for any unused credit.

If the service in question is available to the property, as defined by Florida Statute and Florida Administrative Code, credit will be given to customer's utility account in an amount equal to the last four years of volume charges corresponding to the service in question. All base facility charges for the service in question will be credited to future development fees relating to connection for the service in question.

If the service in question is not available to the property, as defined by Florida Statute and Florida Administrative Code, credit will be given to customer's utility account in an amount equal to the last four years of base facility and volume charges corresponding to the service in question.

- (7) *Charge for development fee for water only meters for new connectors.* The following schedule of charges for development fees shall be utilized in assessing all new connectors who desire to have installed separate "water only" meters for irrigation, swimming pools and other similar uses; for purposes of this subsection, "new

connectors" shall include properties which, as of August 1, 1986, were not existing and current connectors to the water system at the location where the water-only meter is to be installed:

Water Meter Size (Inches)	"Water Only" Development Fee
$\frac{5}{8}$ — $\frac{3}{4}$	\$ 108.00
1	243.00
1½	297.00
2	378.00
3	486.00
4	621.00
6	972.00
8	1,350.00

- (8) *Provisions for delayed payment of development fees.* A single-family dwelling connector who resides in such dwelling, or any connector who is rehabilitating a single-family dwelling to bring it into compliance with city building codes, or any existing nonsingle family resident who is required to connect to the city's utility system by department of environmental regulation, department of health and rehabilitative services or county regulatory program and who can show proof of inability to finance elsewhere, is eligible to request and be granted the option of financing his water and sewer development fees. The decision to finance eligible water and sewer development fees is at the discretion of the city manager and shall be based upon demonstration of financial hardship. Administrative procedures for reviewing each request and guidelines for establishing financial hardship shall be developed by the city manager and approved by the city commission. If the option to finance water and sewer development fees is granted, the financing period shall not exceed five years for single-family residents and two years for nonsingle family residents (unless extended by specific approval of the city commission), and the fixed rate of interest shall not exceed 12 percent. Payments on such financed development fees shall be made monthly on the same basis as all other charges for utility service.
- (9) *Demolition; credit given against water and wastewater development fees for fixture units existing prior to internal renovation or demolition of structure.* A private or public service connector ("applicant"), may apply for and receive a credit against water and wastewater development fees otherwise due for fixture units existing prior to internal renovations which alter the number of fixture units, or prior to demolition of approved structures, upon satisfactory compliance with the following:
- The applicant shall, at the time of applying for a building permit for internal renovation which will alter the number of fixture units or for a demolition permit, furnish proof of existing water and/or wastewater service to the subject property

and an exact fixture count, in a manner and form satisfactory to the chief building official.

- b. Prior to internal renovation or demolition, and provided the applicant has obtained the proper building or demolition permit, the chief building official shall personally inspect or verify the number of fixture units and shall provide the applicant with a "notice of water and/or wastewater development fee credits" as provided below, stating the amount of credit to be given against water and/or wastewater development fees for the subject property.
- c. Credits against water and/or wastewater development fees shall be issued as fixture unit credits only, and shall not be paid as cash or monetary credits.
- d. Credits may be given for properties lying inside the city limits; and for properties lying outside the city limits within the area described in that certain utility service agreement by and between Volusia County, Florida and the City of DeLand, dated July 14, 1994, as amended from time-to-time, provided the applicant has obtained a building or demolition permit from Volusia County and can provide the chief building official with satisfactory evidence, as determined by the chief building official, of the number and type of fixture units at the time of internal renovation or demolition.
- e. Any and all credits issued shall be applied towards the subject parcel/lot, and can only be used for new construction on that parcel or lot or on an assemblage of property that includes that parcel or lot unless the city's utility director determines that there is a rational basis to allow the credits to be transferred to an appropriate parcel under common ownership and within a one-mile radius of the subject parcel/lot. Credits shall only be valid and available for use for a period of ten years from the date of recording of the "notice of water and/or wastewater development fee credits," as provided below.
- f. In order to be eligible to receive a credit against water and/or wastewater development fees, all municipal liens against the subject property must be satisfied.
- g. The chief building official shall maintain a written record of properties (by legal description) for which credits have been issued, along with copies of the building or demolition permits and amount of credit for water and/or wastewater development fees. The chief building official shall supply the city manager with a copy of his "notice of water and/or wastewater development fee credits" granting the water and/or wastewater development fee credit and the transfer to an appropriate parcel and the release of credits for the pertinent parcel or parcels if allowed by the city. In addition, the chief building official shall cause such notice to be recorded in the public records of Volusia County, Florida. The cost of such recording shall be borne by the applicant.
- h. Any applicant who wishes to appeal a decision of the chief building official under this section may make such appeal to the city commission by first requesting such appeal in writing to the city commission. However, the city commission shall only give credits to applicants who have complied with the time limitations set forth in this section and who have provided proof by clear and convincing evidence of such

renovation or demolition and of the type and number of fixture units existing on the property at the time of such renovation or demolition.

(f) *Development fees; disposition, review.*

- (1) *Disposition of water and wastewater development fees.* The water and wastewater development fees collected from new customers shall be deposited in the water and wastewater system capital improvements trust fund.
- (2) *Review of water and wastewater development fees.* In that the total amount of the water development fees and the wastewater development fee depends on a number of factors including, but not limited to the growth in customers within the service area, the cost of system improvements required to serve these customers, and other environmental and economic considerations affecting the type of improvements to be made, the amount and distribution of these fees will be reevaluated on an annual basis by the city and presented in a report with recommendations regarding these fees for review by the city commission.

(g) *Water conservation incentives for the installation of high efficiency fixtures.*

- (1) Rebates of a fixed dollar amount of impact fee credit or a rebate in the form of a water bill credit or direct payment will be provided to existing residential and nonresidential customers provided that the fixtures, fittings or appliances are installed and meet the requirements of the EPA WaterSense Program or UNAR Guidelines, included in the following Table:

Plumbing Fixture or Fixture Fitting	Maximum Flow Rate	Impact Fee Credit/ Water Bill Credit
Rain barrel	Minimum capacity 50 gallons US	\$20.00
Lavatory private	1.0 gpm at 60 psi	20.00
Lavatory, public, metered	.25 gallons per metering cycle	50.00
Lavatory, public, nonmetered	.5 gpm at 60 psi	25.00
Shower head	1.5 gpm at 80 psi	20.00
Sink faucet	1.0 gpm at 60 psi	20.00
Water closet, high efficiency	1.28 gallons per flushing cycle	50.00
Water closet, high efficiency (dual flush)	1.28/0.8 gallons per flushing cycle	100.00
Urinal	Waterless or .5 gallons per flushing cycle	100.00

Dishwasher, residential	6.5 gallons per cycle or less (Energy Star/Water Sense Certified)	50.00
Dishwasher, commercial	Less than 1.2 gallons per rack for fill and dump machines and less than .9 gallons per rack for all other types of machines	100.00
Under counter machines	1.0 gallon or less per rack for high temperature machines and 1.7 gallons per rack for low temperature machines	100.00
Washing machine	Water factor* of 8 or lower (Energy Star/Water Sense Certified)	100.00

* Gallons per cycle per cubic foot

- (2) The maximum amount of any rebate or water impact fee credit per premise would be \$250.00.
- (3) ~~The program is available on a first come first serve basis up to a maximum of \$25,000.00.~~
- (4) The city commission may extend or discontinue this incentive program at any time.

Section 3. Amendment to Section 30-21, City Code, Physical Connection Charges.
The provisions of Section 30-22, "Physical connection charges", are amended to read as follows:

Sec. 30-21. Physical connection charges.

- (a) *Water service.* The city will install connection facilities for water service from an existing, adjacent water main including the pipe from the water main to the property line of the adjacent property, fittings and other materials related to the normal connection, and a water meter, whenever the applicant shall have paid therefor the required deposit for the water service, the applicable development fee and a water service physical connection charge based upon the following schedule:

- (1) *Water service connection charge to existing service line.* A flat fee of \$485.00 shall be charged for water connections in which a water service line to the property boundary already exists. This flat fee shall only apply to three-fourths-inch residential meters installed at residences served with potable water for irrigation. This charge shall be increased to \$590.00 if the residence is served with reclaimed water or nonpotable irrigation water and a combination meter/backflow preventer is required by the director of utilities.

- (2) *Water service connection charge for city-installed service line.*

Water Meter Size (Inches)	Charge
5/8 x 3/4 meter (radio read)	\$485.00
5/8 x 3/4 meter with double check Meter with double check (Radio Read)	590.00 \$695.00
1 (radio read) Meter (Radio Read)	575.00 \$650.00

1 DC Meter (Radio Read)	\$850.00
1½ (radio read) Meter (Radio Read)	760.00 \$960.00
2 (radio read) Meter (Radio Read)	875.00 \$1,075.00
3	Actual cost or developer to install
4	Actual cost or developer to install
6	Actual cost or developer to install
Greater than 6	Actual cost or developer to install

Connection charges for all meters over six inches will be determined by the director of utilities based on the recovery of cost for such connection. Charges also may be increased for any size meter if large road cuts, line extensions, hot taps, special permits, unusual restoration or other factors are determined by the director of utilities to be needed to recover costs.

- (b) *Sewer service.* The city will install connection facilities for sewer service from an existing, adjacent sewer main including the pipe from the sewer main to the property line of the adjacent property, together with fittings and other materials related to a normal connection, whenever the applicant shall have paid therefor the required deposit for the sewer service, the applicable development fee and a sewer service physical connection charge based upon the following schedule:
- (1) *Sewer service connection charge to existing lateral.* A flat fee of \$230.00 shall be charged for sewer connections in which a sewer lateral to the property line already exists.
 - (2) Charges above for city-installed sewer laterals may be increased to cover the city's cost of materials and labor or subcontract services to install laterals more than 25 feet in length, restore pavement, obtain special permits, core structures or other work determined to be necessary by the utility director.
 - (3) *Sewer lateral extension.* A fee of \$830.00 shall be charged for sewer lateral extension.
 - (4) A fee of \$35.00 shall be charged for sewer service lateral location with meter installation. A fee of \$85.00 shall be charged for sewer service lateral location independent of meter installation.

Section 4. Amendment to Section 30-22, *City Code, Monthly Water Rates.* The provisions of Section 30-22, “Monthly water rates”, of the *Code of Ordinances of the City of DeLand, Florida*, are amended to read as follows:

Sec. 30-22. Monthly water rates.

For service to each connection provided, the water rate shall consist of an account maintenance fee, a water volume charge, and a water base facility charge, billed and payable monthly as established by the policies and procedures of the city.

- (a) *Metering requirements.* No water service shall be furnished to any connection unless such service connection is metered, except for service connections to fire hydrants provided by the city. The city manager, or designee, is authorized to specify and have installed the properly sized water meter for any facility based on the average peak water demand estimated for that facility.

- (b) *Account maintenance fee.* A monthly account maintenance fee, as established by the policies and procedures of the city, shall be assessed against each account provided. However, only one account maintenance fee shall be assessed, regardless of whether the customer receives water service, wastewater service, stormwater service, reclaimed water service or any combination thereof.
- (c) *Volume charge.* The water volume charge shall be assessed according to "water conservation blocks" (gallons per month) with flow amounts established pursuant to the following charts. The water volume charge shall be assessed at the rate described below in Block 1 for flows within the amount set forth in that flow designation. Flows that exceed the maximum flow in Block 1 will be billed at a rate described below in Block 2. Flows that exceed the maximum flow in Block 2 will be billed at a rate described below in Block 3.

Chart A: Usage Blocks by Meter Size

Meter Sizes	American Water Works Association Equivalency	Block 1	Block 2	Block 3	Block 4
<i>Residential, all</i>	1.00	up to 5,000	5,001 to 10,000	10,001 to 15,000	Above 15,000
<i>Multifamily per unit</i>	0.70	up to 4,000	4,001 to 8,000	8,001 to 12,000	Above 12,000
<i>Commercial (meter size)</i>					
$\frac{3}{4}$ "	1.00	up to 5,000	5,001 to 10,000	10,001 to 15,000	Above 15,000
1.0"	2.50	up to 13,000	13,001 to 25,000	25,001 to 38,000	Above 38,000
1.5"	5.00	up to 25,000	25,001 to 50,000	50,001 to 75,000	Above 75,000
2.0"	8.00	up to 40,000	40,001 to 80,000	80,001 to 120,000	Above 120,000
3.0"	16.00	up to 80,000	80,001 to 160,000	160,001 to 240,000	Above 240,000
4.0"	25.00	up to 125,000	125,001 to 250,000	250,001 to 375,000	Above 375,000
6.0"	50.00	up to 250,000	250,001 to 500,000	500,001 to 750,000	Above 750,000
8.0"	80.00	up to 400,000	400,001 to 800,000	800,001 to 1,200,000	Above 1,200,000
10.0"	115.00	up to 575,000	575,001 to 1,150,000	1,150,001 to 1,725,000	Above 1,725,000
<i>Irrigation (meter size)</i>					
$\frac{3}{4}$ "	1.00	up to 4,000	4,001 to 8,000	8,001 to 12,000	Above 12,000

1.0"	2.50	up to 10,000	10,001 to 20,000	20,001 to 30,000	Above 30,000
1.5"	5.00	up to 20,000	20,001 to 40,000	40,001 to 60,000	Above 60,000
2.0"	8.00	up to 32,000	32,001 to 64,000	64,001 to 96,000	Above 96,000
3.0"	16.00	up to 64,000	64,001 to 128,000	128,001 to 192,000	Above 192,000
4.0"	25.00	up to 100,000	100,001 to 200,000	200,001 to 300,000	Above 300,000
6.0"	50.00	up to 200,000	200,001 to 400,000	400,001 to 600,000	Above 600,000
8.0"	80.00	up to 320,000	320,001 to 640,000	640,001 to 960,000	Above 960,000
10.0"	115.00	up to 460,000	460,001 to 920,000	920,001 to 1,380,000	Above 1,380,000

- (d) *Base facility charge.* Base facility charges shall commence from the date of initial connection and shall continue to accrue unabated thereafter, regardless of the actual use or occupancy of the property served or whether the meter has been disconnected. Service is available to property when connected and that availability causes impacts to the city's utility systems while also providing benefits to the property such as, by way of example only and not a limitation, for flow to the property. Following demolition of all structures on a parcel and confirmation of such by the building department, water base facility charges will cease until a new structure is built.

- (e) *Monthly water rates.*

	Fiscal Year					
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Account maintenance fee per bill	\$4.99	\$4.99	\$4.99	\$4.99	\$4.99	\$4.99
¾" double check backflow charge	\$3.97	\$3.97	\$3.97	\$3.97 \$4.15	\$3.97 \$4.34	\$3.97 \$4.54
1" double check backflow	\$4.42	\$4.42	\$4.42	\$4.42 \$4.62	\$4.42 \$4.83	\$4.42 \$5.05
¾" reduced pressure backflow	\$8.84	\$8.84	\$8.84	\$8.84 \$9.24	\$8.84 \$9.66	\$8.84 \$10.09
1" reduced pressure backflow	\$9.94	\$9.94	\$9.94	\$9.94 \$10.39	\$9.94 \$10.86	\$9.94 \$11.35

1½" reduced pressure backflow	\$14.36	\$14.36	\$14.36	\$14.36 <u>\$15.01</u>	\$14.36 <u>\$15.69</u>	\$14.36 <u>\$16.40</u>
2" reduced pressure backflow	\$22.09	\$22.09	\$22.09	\$22.09 <u>\$23.08</u>	\$22.09 <u>\$24.12</u>	\$22.09 <u>\$25.21</u>
Meter maintenance fee	\$3.97	\$3.97	\$3.97	\$3.97 <u>\$4.15</u>	\$3.97 <u>\$4.34</u>	\$3.97 <u>\$4.54</u>
Base facility charge:						
<i>Single-family (per account)</i>	\$7.96	\$8.32	\$8.69	\$9.08	\$9.49	\$9.92
<i>Multifamily (per dwelling unit)</i>	\$5.58	\$5.83	\$6.09	\$6.36	\$6.65	\$6.95
<i>Commercial (per account)</i>						
¾" meter	\$7.96	\$8.32	\$8.69	\$9.08	\$9.49	\$9.92
1" meter	\$19.92	\$20.82	\$21.76	\$22.74	\$23.76	\$24.83
1 ½" meter	\$39.82	\$41.61	\$43.48	\$45.44	\$47.48	\$49.62
2" meter	\$63.72	\$66.59	\$69.59	\$72.72	\$75.99	\$79.41
3" meter	\$127.45	\$133.19	\$139.18	\$145.44	\$151.98	\$158.82
4" meter	\$199.14	\$208.10	\$217.46	\$227.25	\$237.48	\$248.17
6" meter	\$398.27	\$416.19	\$434.92	\$454.49	\$474.94	\$496.31
8" meter	\$637.23	\$665.91	\$695.88	\$727.19	\$759.91	\$794.11
10" meter	\$915.40	\$956.59	\$999.64	\$1,044.62	\$1,091.63	\$1,140.75
<i>Irrigation (per account)</i>						
¾" meter	\$7.96	\$8.32	\$8.69	\$9.08	\$9.49	\$9.92
1" meter	\$19.92	\$20.82	\$21.76	\$22.74	\$23.76	\$24.83
1½" meter	\$39.82	\$41.61	\$43.48	\$45.44	\$47.48	\$49.62
2" meter	\$63.72	\$66.59	\$69.59	\$72.72	\$75.99	\$79.41
3" meter	\$127.45	\$133.19	\$139.18	\$145.44	\$151.98	\$158.82
4" meter	\$199.14	\$208.10	\$217.46	\$227.25	\$237.48	\$248.17
6" meter	\$398.27	\$416.19	\$434.92	\$454.49	\$474.94	\$496.31
8" meter	\$637.23	\$665.91	\$695.88	\$727.19	\$759.91	\$794.11
10" meter	\$915.40	\$956.59	\$999.64	\$1,044.62	\$1,091.63	\$1,140.75
Gallonge Charges: Volume charges (per 1,000 gallons)						
<i>Residential, multifamily and commercial</i>						
Block 1	\$2.30	\$2.40	\$2.51	\$2.62	\$2.74	\$2.86
Block 2	\$3.80	\$3.97	\$4.15	\$4.34	\$4.54	\$4.74
Block 3	\$6.00	\$6.27	\$6.55	\$6.84	\$7.15	\$7.47
Block 4	\$7.14	\$7.46	\$7.80	\$8.15	\$8.52	\$8.90
<i>Irrigation</i>						
Block 1	\$3.80	\$3.97	\$4.15	\$4.34	\$4.54	\$4.74
Block 2	\$6.00	\$6.27	\$6.55	\$6.84	\$7.15	\$7.47
Block 3	\$7.14	\$7.46	\$7.80	\$8.15	\$8.52	\$8.90

Block 4	\$10.44	\$10.91	\$11.40	\$11.91	\$12.45	\$13.01
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- (f) *Combined account.* In order to comply with the requirements of the St. Johns Water Management District to conserve water, the city requires all accounts to be individually metered, providing customers with the ability to monitor their consumption and the cost ramifications for overuse.

For accounts existing prior to August 1, 1999, the combined water volume charge, account maintenance fee and water base facility charge for single-metered multiple dwelling, commercial or industrial complexes may be paid by the owner, association or other owner-authorized agent of the complex.

Distribution of these charges among the occupants of the individual units will be left to the discretion of the owner, association or other owner-authorized agent.

Accounts established after August 1, 1999 shall be individually metered. For certain building in which individual meters are deemed to be impractical, the city engineer may, upon review of the proposed metering plans, allow a single meter to be installed or may allow several meters to serve multiple residences or businesses. Such approval shall only be given upon demonstration that individual metering is impractical due to space limitations or technical difficulties in piping and installing individual meters. Appeal of the city engineer's decision may be made in writing, within ten calendar days of the decision, to the city manager whose decision may be appealed in writing to the city commission within ten calendar days of the decision.

- (g) *Water rate adjustments.* Beginning October 1, 2026, and on or before October 1 of each subsequent year reclaimed water rates shall, in addition to any other increases, be increased to account for inflation. The increase shall be based on the latest available publication promulgated by the U.S. Department of Labor to determine the average annual change in the cost-of-living index (all urban consumers) for the 12 months immediately preceding that date for which data is available.
- (h) *Water backflow testing surcharge.* A monthly charge as shown in the table in subsection 30-22(e) shall be assessed for each residential potable water account when reclaimed water or nonpotable water is used for irrigation. Fees collected will be used to periodically test the city installed backflow device installed on the potable water connection to the residence.
- (i) *Leakage adjustment.* When there is a leak in the water line outside the building, the customer can request a credit for water and sewer volume charges only. A maximum leak credit, if applicable, of two months can be provided on an account once in any 12-month period based on the average consumption for the previous six months. The leak credit can be provided once the customer has provided documentation of a current repair and the city has verified that the leak has been repaired. No credit will be given for leaks inside the building or for any leaks that have not been repaired.

Section 5. Amendment to Section 30-23, City Code, Monthly Sewer Rates. The provisions of Section 30-23, “Monthly sewer rates”, of the Code of Ordinances of the City of DeLand, Florida, are amended to read as follows:

Sec. 30-23. Monthly sewer rates.

For service to each connection provided, the sewer rate shall consist of an account maintenance fee, a sewer volume charge, and a sewer base facility charge, billed and payable monthly as established by the policies and procedures of the city.

- (a) *Metering requirements.* If a sewer customer is using a primary water source other than the municipal water system, said customer shall have the city install, at their expense, a water meter and associated facilities of the size defined by the director of utilities for the purpose of metering the water used from the private source to be utilized in the computation of the sewer volume charge. A monthly charge as shown in the table in subsection 30-22(e) will be assessed to recoup the cost of future maintenance and replacement of the meter.
- (b) *Account maintenance fee.* A monthly account maintenance fee, as established by the policies and procedures of the city, shall be assessed against each account provided. However, only one account maintenance fee shall be assessed, regardless of whether the customer receives water service, wastewater service, stormwater service, reclaimed water service or any combination thereof.
- (c) *Base facility charge.* Sewer base facility charges shall commence from the date of initial connection and shall continue to accrue unabated thereafter, regardless of the actual use or occupancy of the property served or whether the meter is disconnected. Following demolition of all structures on a parcel and confirmation of such by the building department, sewer base facility charges will cease until a new structure is built.
- (d) *Monthly sewer rates:*

	Fiscal Year					
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Base Facility Charge:						
Single-family (per account)	\$24.41	\$24.78	\$25.15	\$25.53 \$26.16	\$25.91 \$27.21	\$26.30 \$28.30
Multifamily (per dwelling unit)	\$17.09	\$17.35	\$17.61	\$17.87 \$18.31	\$18.14 \$19.04	\$18.41 \$19.80
Commercial (per account):						
$\frac{3}{4}$ meter	\$24.41	\$24.78	\$25.15	\$25.53 \$26.16	\$25.91 \$27.21	\$26.30 \$28.30
1.0" meter	\$61.03	\$61.95	\$62.88	\$63.82 \$65.40	\$64.78 \$68.02	\$65.75 \$70.74
1.5" meter	\$122.05	\$123.88	\$125.74	\$127.63 \$130.77	\$129.54 \$136.00	\$131.48 \$141.44
2.0" meter	\$195.28	\$198.21	\$201.18	\$204.20 \$209.23	\$207.26 \$217.60	\$210.37 \$226.30

3.0" meter	\$390.56	\$396.42	\$402.37	\$408.41 \$418.46	\$414.54 \$435.20	\$420.76 \$452.61
4.0" meter	\$610.25	\$619.40	\$628.69	\$638.12 \$653.84	\$647.69 \$679.99	\$657.41 \$707.19
6.0" meter	\$1,220.50	\$1,238.81	\$1,257.39	\$1,276.25 \$1,307.69	\$1,295.39 \$1,360.00	\$1,314.82 \$1,414.40
8.0" meter	\$1,952.80	\$1,982.09	\$2,011.82	\$2,042.00 \$2,092.29	\$2,072.63 \$2,175.98	\$2,103.72 \$2,263.02
10.0" meter	\$2,807.15	\$2,849.26	\$2,892.00	\$2,935.38 \$3,007.68	\$2,979.41 \$3,127.99	\$3,024.10 \$3,253.11
Gallonge charges:						
Volume charges (per 1,000 gallons)						
Residential (capped at 10,000 gallons)	\$4.83	\$4.90	\$4.97	\$5.04 \$5.17	\$5.12 \$5.38	\$5.20 \$5.60
Multifamily (per dwelling unit):						
Capped at 7,000 gallons	\$4.83	\$4.90	\$4.97	\$5.04 \$5.17	\$5.12 \$5.38	\$5.20 \$5.60
Commercial (all usage)	\$4.83	\$4.90	\$4.97	\$5.04 \$5.17	\$5.12 \$5.38	\$5.20 \$5.60

- (e) *Combined account.* The combined sewer volume charge, account maintenance fee and sewer base facility charge for single metered multiple dwelling, commercial or industrial complexes shall be paid by the owner, association or other owner-authorized agent of the complex as established by the policies and procedures of the city. Distribution of these charges among the occupants of the individual units will be left to the discretion of the owner, association or other owner-authorized agent.
- (f) *Consumer credits available upon application.* Sanitary sewer customers may apply for the credits set forth below. The final discretion to make such adjustments shall be vested in the city staff member designated by the city manager from time to time.
- (1) A customer may apply for a credit on the sewer portion of a utility bill for filling a swimming pool for a necessary purpose. The customer must provide a bona fide letter from a swimming pool company proving how much water was necessary and used to fill the swimming pool.
 - (2) A customer may apply for a one-time credit on the sewer portion of a utility bill if the customer proves that a water hose was accidentally left running, or a water faucet was accidentally left running. The customer must provide proof of the accidental act causing the flow and that all reasonable steps were taken to prevent the accident and mitigate its effect.
 - (3) A customer may apply for a one-time credit for each 12 months on the sewer portion of a utility bill if the customer proves that flow occurred due to a toilet leak, washing machine leak, or similar occurrence. The customer must provide proof of the inadvertent

action causing the flow and that all reasonable steps were taken to prevent the accident and mitigate its effect.

- (4) The city manager, or designee, shall make the adjudications set forth in this section.

Section 6. Amendment to Section 30-27, *City Code*, Miscellaneous Rates, Charges And Fees. The provisions of Section 30-27, “Miscellaneous rates, charges and fees”, of *the Code of Ordinances of the City of DeLand, Florida*, are amended to read as follows:

Sec. 30-27. Miscellaneous rates, charges and fees.

- (a) *Rates for bulk water sales.* Any person buying water in bulk from the city shall pay to the city the existing volume rate in place at that time, plus a billing fee of \$10.00 per purchase of water in bulk.

- (b) *Temporary and construction water service.* All temporary water service shall be metered using meter facilities provided by the City of DeLand unless exempted in writing by the utility director. No connection shall be made to city hydrants, water service connections or taps unless suitable backflow prevention devices are installed and maintained by the user.

- (1) *Meter assembly deposit.* Customers desiring temporary water service shall apply for such service and pay a deposit for temporary meters as follows:

¾" \$100.00

1" 200.00

2" (hydrant meter/backflow assembly) ~~2,000.00~~ \$2,500.00

Deposits shall be refunded upon return of the meter/backflow assembly. An amount necessary to recover costs for repair or loss of equipment may be deducted from this deposit.

- (2) Hydrant meter/backflow assemblies shall be issued, used and returned in accordance with the policies and procedures established by the utility director. No modifications of the meter/backflow assemblies shall be made without the written consent of the utility director.
- (3) The customer shall notify the city as to the location at which the hydrant meter will be used. Meters shall not be relocated without the approval of the city. Meters relocated without prior authorization may be removed by the city and the temporary water account closed.
- (4) The customer is responsible for submitting the hydrant meter reading (usage) for each month by the fifth day of the following month, or if the fifth day is a weekend or holiday, then on the next business day, to the city representative at which time the account will be billed for water used plus a \$10.00 monthly processing fee. Water use charges will not be deducted from the deposit. Deposits shall be refunded in full provided the meter is returned in original condition, there are not missing parts and all charges for water used have been paid in full.
- (5) Temporary/construction meters shall not be used for water service to a completed building or business for a period exceeding 90 days.

- (6) *Temporary meters.* Temporary meters shall be read monthly and billed to the account of record. Temporary water volume charge shall be at the highest block rate established for residential or commercial accounts.
- (7). Temporary/construction water that is non-metered, shall be charged a onetime fee of \$300.00 to cover the cost of unmetered water used by the home builder for the construction of a residential home prior to final close out and setting up a final permeant meter.
- (8) *Excess water use prohibited.* The utility director may, at his discretion, prohibit excessive use of temporary water if deemed to be wasteful or excessive. This shall include excessive use for irrigation or compaction, particularly during drought periods. The utility director may, upon determination of excessive water use, order such use halted and, if necessary, terminate temporary water service.
- (9) (8) All temporary water connections shall be subject to the watering restrictions of the St. Johns River Water Management District, the County of Volusia and the City of DeLand, whichever is most stringent.
- (c) *Meter calibration.* The results of a meter calibration test shall be used to determine if a meter is functioning accurately. Based on the results of the calibration test, any meter functioning within a plus or minus three percent tolerance shall be considered to be functioning accurately. Any meter functioning outside of a plus or minus three percent tolerance shall be considered to be malfunctioning and shall be replaced and consumption shall be adjusted to historical average for the account. The historical average will be determined by calculating the average monthly consumption for the 12-month period preceding the month in which the monthly average changed in a statistically significant amount, which change will be presumed to be due to the malfunction. If the meter is determined to be functioning accurately, the customer shall be billed a \$55.00 calibration charge. If the meter is determined to be inaccurate, the customer will not be charged a calibration charge.
- (d) *Fire hydrant charge.* The city shall pay into the water revenue account, from the general funds of the city, a sum of \$25.00 per hydrant per year. Volusia County and other authorized users of fire hydrants which are outside the city limits shall pay the city a sum of \$100.00 per hydrant per year.
- (e) *Walk-through reconnection.* Potential owners and realtors may request that water service be reconnected for the purpose of an inspection as part of the due diligence related to title transfer shall pay a walk-through fee of \$50.00. If the potential owner of the property is making the request, a copy of the contract for sale must be presented. If a realtor or other representative of the owner is making the request, a copy of the contract for sale and a copy of the real estate contract or other written evidence that the party is acting as an agent for the owner must be presented. Requests for walk-through reconnection must be made and paid for at least one day in advance. Service will be reconnected between the opening of city business and 9:00 a.m. on the date scheduled for a maximum of 24 hours. Should the end of the scheduled period fall during a weekend or over a holiday, service will be disconnected prior to the close of business on the date originally reconnected. Requests for same day walk-through reconnection will result in an additional \$25.00 charge. If the reconnection must be rescheduled, the city must be contacted prior to city personnel being dispatched to the property for the reconnection. If reconnection has already been made, an additional walk-

through reconnection fee will be charged for the reschedule date and must be paid prior to the reconnection. Walk-through reconnections are made with the understanding that minimal water should be used and only for inspection purposes. Walk-through reconnections are not permitted when requested directly by the owner without payment in full of the entire balance owed.

- (f) *Backflow device installation charges.* Customers desiring the city to install backflow preventer device shall be as follows:

¾" reduced pressure backflow	\$425.00	<u>\$500.00</u>
1" double check backflow device	450.00	<u>\$525.00</u>
1" reduced pressure backflow	500.00	<u>\$575.00</u>
1½" reduced pressure backflow	800.00	<u>\$875.00</u>
2" reduced pressure backflow	850.00	<u>\$975.00</u>

Additional charges for unusual installation involving concrete removal and replacement or other unusual construction would be billed at city's actual cost for material and labor.

- (g) A one-time meter upgrade fee of \$300.00 shall be charged when a residential customer wishes to replace their privately owned backflow preventer and standard three-fourths inch city meter with a city owned three-fourths inch double check combination meter. An additional monthly fee will be applied to the customer's water bill for the annual testing and maintenance of the backflow device as referenced in section 30-22. The customer will be responsible for removal of the RPZ backflow device, if desired.

Section 7. Amendment to Section 30-32, *City Code*, Reclaimed Water Connection Charges. The provisions of Section 30-32, "Reclaimed water connection charges", of the *Code of Ordinances of the City of DeLand, Florida*, are amended to read as follows:

Sec. 30-32. Reclaimed water connection charges.

- (a) *Reclaimed water service.* The city will install connection facilities for reclaimed water service from an existing, adjacent reclaimed water main including the pipe from the water main to the property line to the adjacent property, fittings and other materials relating to the normal connection, and a water meter, whenever the applicants shall have paid their full required deposit for the reclaimed water service and a reclaimed water service physical connection charge based on the following schedule:

Reclaimed Water Meter Size (inches)	Charge
¾	\$ 485.00
1	575.00 <u>\$650.00</u>
1½	760.00 <u>\$850.00</u>
2	875.00 <u>\$1,075.00</u>
3	Actual cost or developer to install

4	Actual cost or developer to install
6	Actual cost or developer to install
Greater than 6	Actual cost or developer to install

- (b) *[Connection charges.]* Connection charges for all meters over six inches will be determined by the director of utilities based on recovery of costs for such connection. Charges above may be increased for any meter size if large road cuts, line extension, hot taps, special permits, unusual restoration or other factors are determined by the director of utilities to be needed for the city of recover costs.
- (c) *Initial deposit required.* The initial deposit for providing reclaimed water (pressurized) for retail shall be \$60.00. No deposit will be required for bulk services.

Section 8. Savings. The prior actions of the City of DeLand relating to the regulation of utility systems of the City and rates and charges relating thereto, as well as any and all related matters, are hereby ratified and affirmed.

Section 9. Implementing Administrative Actions.

(a). The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions including, but not limited to, the adoption of administrative rules.

(b). Without limiting the generality of the prior Subsection of this Ordinance, the City Manager, or designee, shall implement a 90-day notification period after the enactment of this Ordinance notifying pertinent parties in such manner as deemed appropriate with regard to times when the new connection/development fee rates shall take effect.

Section 10. Conflicts. All ordinances or parts of ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed.

Section 11. Severability. If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

Section 12. Codification; Direction to Code Codifier and City Staff; Correction of Scrivener's Errors.

(a). The provisions of Sections 1, 2, 3, 4, 5, 6 and 7 of this Ordinance shall become and be made a part of the *Code of Ordinances of the City of DeLand* and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that the text of Sections 8 through 13 shall not be codified.

(b). The Code codifier is granted liberal authority to codify the provisions of this Ordinance in such manner and in such places as deemed advisable and to make changes to any cross-references to the provisions of this Ordinance set forth in the *Code of Ordinances of the City of DeLand*.

(c). In accordance with the City's ongoing codification program; the City Clerk, in conjunction with the City Attorney, may make corrections to the provisions of this Ordinance relative to Scrivener's errors of whatever type or nature. To that end, whenever a rate, fee or charge is increased to account for inflation the Code codifier shall edit the *Code of Ordinances of the City of DeLand* to ensure that the correct amount of the rate, fee or charge, or figure used in developing the correct amount of the rate, fee or charge is codified.

Section 13. Effective Date. This Ordinance shall become effective immediately upon adoption; provided, however, that the dates set forth for the implementation of charging fees, rates and charges shall be as specifically set forth as to each provision of this Ordinance.

PASSED AND DULY ADOPTED this 3rd day of April, 2023.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy, MMC, City Clerk - Auditor

Passed on first reading: March 20, 2023.

Adopted on second reading: April 03, 2023.

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney



City of DeLand

2023 Utility Rate and Development

Connection Fee Study

January 17, 2023

(Modified for two-year Connection Fee phase-in)



Project Scope

Water, Wastewater and
Reclaimed Water Revenue
Sufficiency Forecast

Water and Wastewater
Development Fee Update



2021 Rate Study Results

- 4.5% annual water rate adjustments through FY 2026; 1.5% annual sewer rate adjustments through FY 2026
- Rate adjustments adopted by City Ordinance
- \$178.2 million seven-year CIP
- \$84.8 million of new debt assumed
- Several reclaimed water rate structure modifications
- Increased water and wastewater development connection fees

2023 Update - Revenue Sufficiency Forecast



Key Changes to 2023 Utility Financial Forecasts (compared to 2021)

- Updated forecast starts with FY 2023 budget and now extends through FY 2028
- Capital improvement plan now \$208 million (was \$178 million)
- Issuance of new loans for \$98 million by FY 2026
- Key capital project costs
 - › Wiley M. Nash Plant Expansion: \$83 million (was \$36 million, however some level of grants will be available)
 - › Utility Admin. Building: \$15 million (was \$10 million)
- \$29 million of additional loans assumed in FY 2027 and FY 2028 alternative water and septic-to-sewer projects

Updated Rate Adjustments

Existing ordinance

Fiscal Year	Water	Wastewater	Typical 5,000 Gallon Residential Monthly Bill
FY 2023			\$76.23
FY 2024	4.5%	1.5%	\$77.90
FY 2025	4.5%	1.5%	\$79.69
FY 2026	4.5%	1.5%	\$81.51*

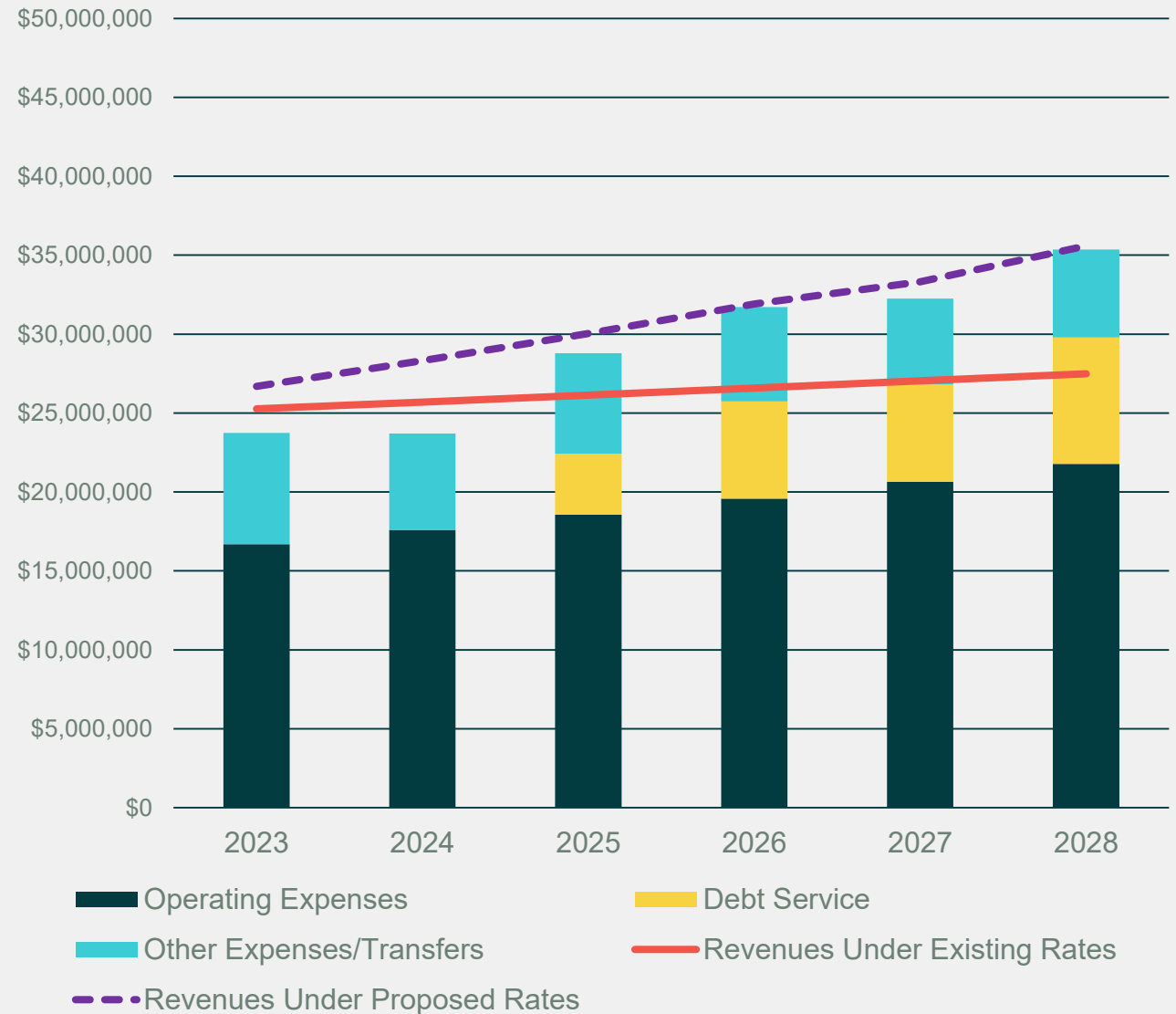
Proposed changes to Ordinance based on

Fiscal Year	Water	Wastewater	Typical 5,000 Gallon Residential Monthly Bill
FY 2023			\$76.23
FY 2024	4.5%	4.0%*	\$79.18
FY 2025	4.5%	4.0%*	\$82.29
FY 2026	4.5%	4.0%*	\$85.51*

*Existing ordinance includes 1.5% annual wastewater rate increases; propose 4.0% per year (instead of 1.5%) through FY 2026; Combined 5,000 gallon bill by FY 2026 increases to \$81.51 under existing ordinance (compared to \$85.51 under proposed).

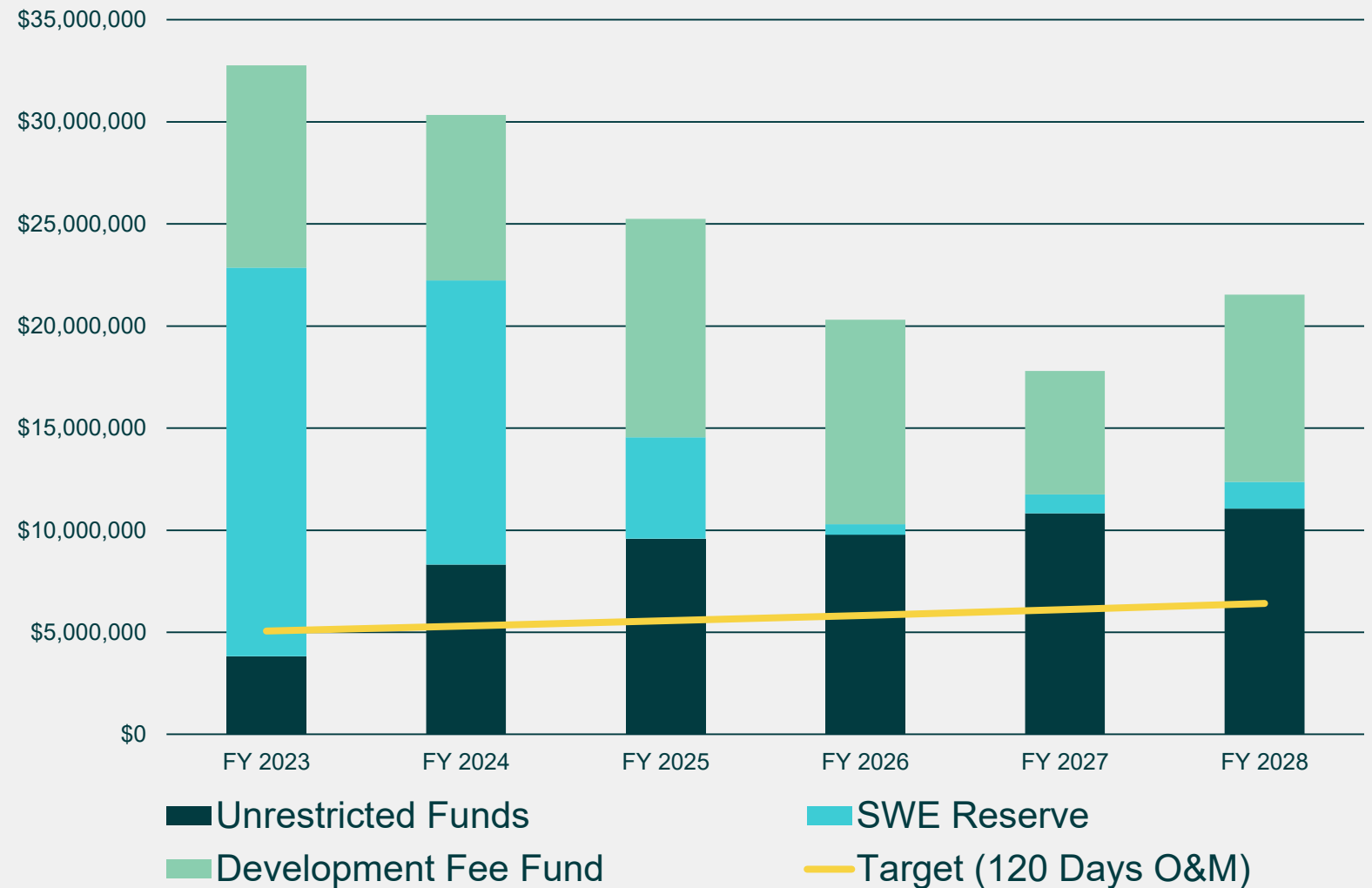
Combined Revenue Sufficiency at Proposed Rates

- Combined revenues at existing rates are projected to not meet revenue requirements later in the forecast period
- A high value CIP and anticipated new debt service are increasing the gross revenue requirements
- Adjusted revenues are projected to meet revenue requirements through the forecast period

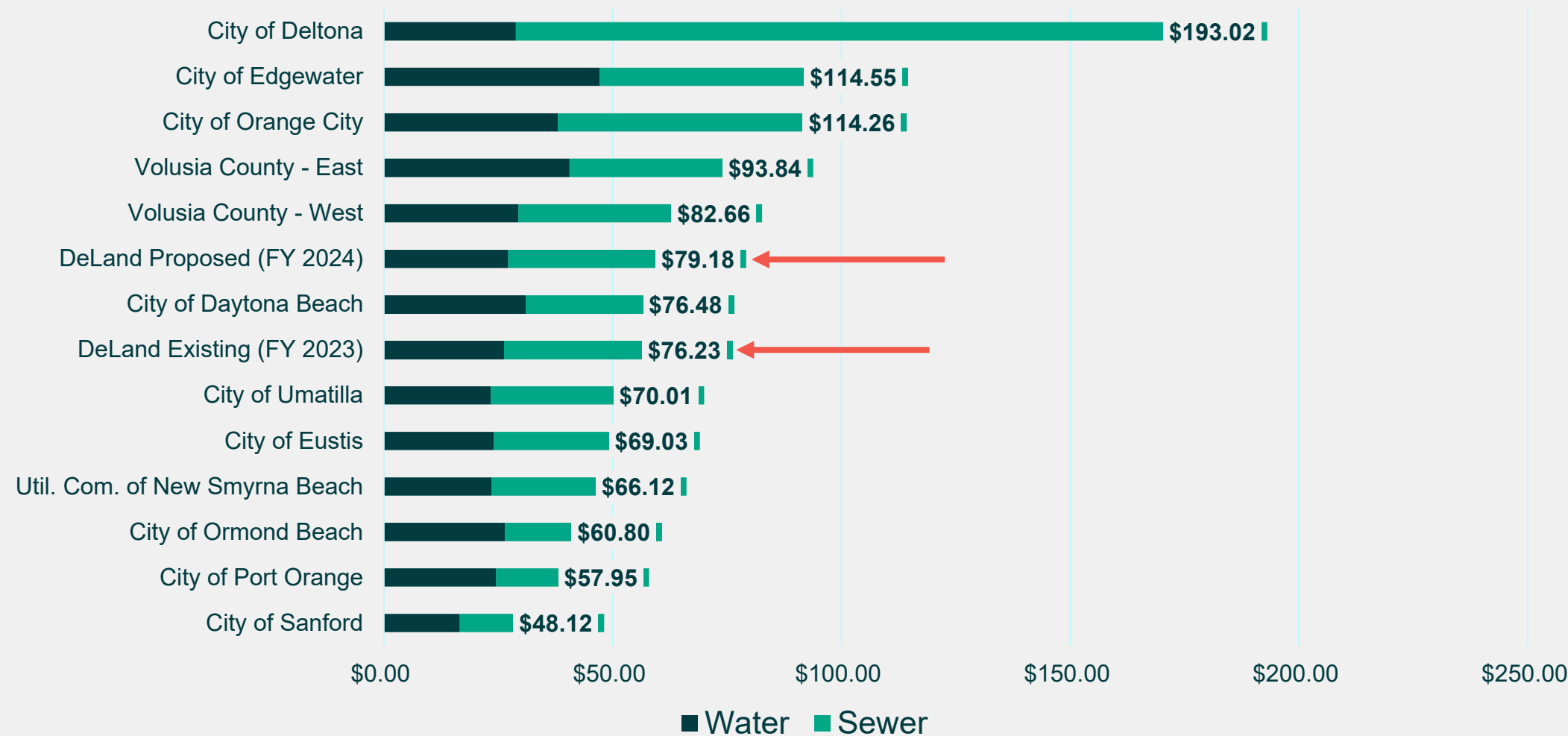


Fund Balance Forecast

- City has \$19 million in Surface Water Expansion (SWE) funds set aside for future projects
- Utility maintains debt capacity should project costs increase and the City desires to preserve cash levels
- Amounts reflect proposed rate adjustments through FY 2026 and projected annual CPI adjustments thereafter
- Projected additional wastewater rate adjustment in FY 2028 (approx. 7% - to be determined in several years)



Local Comparison at 5,000 gallons consumption



Utility Development Connection Fee Update



Discussion of Primary Factors

- Water:
 - › \$37.3 million of expansion related capital improvements next several years
 - Including an additional 2.0 MGD of capacity being added through water source outside of Blue Springs
 - › Blended cost approach between existing capacity and new capacity
- Wastewater
 - › \$147.0 million of expansion related capital improvements next several years
 - Including an additional 2.0 MGD of capacity being added at Wiley M. Nash WWTP

Existing and Calculated Development Connection Fees

Description	Existing	Calculated	Variance
Water	\$2,580.00	\$2,580.00	\$0.00
Wastewater	3,384.00	5,151.00	1,767.00
Total	\$5,964.00	\$7,731.00	\$1,767.00

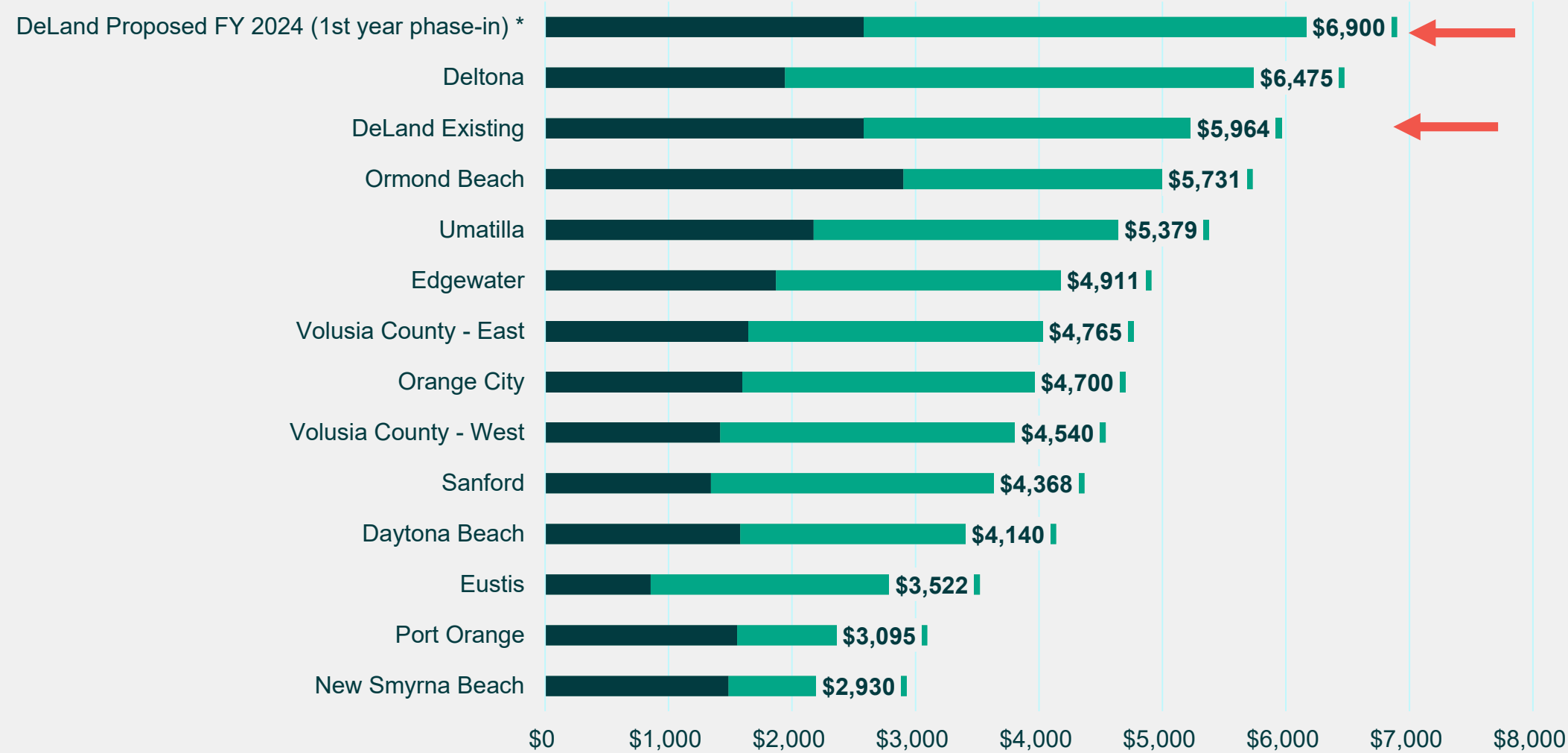
- Note that the fees above represent the maximum supported fee level based on the approach used and data available
- The City can implement fees at this level or lower.
- If the fees are implemented at a lower rate than calculated, then the cost burden to the utility from future expansion projects is picked up by existing users more than growth.
- We recommend a phase-in approach (e.g. four-year phase-in); comparison on next slide indicates first year of four-year phase-in

Existing and Calculated Development Connection Fees

Description	Existing	Calculated	Variance
Water	\$2,580.00	\$2,580.00	\$0.00
Wastewater	3,384.00	5,257.00	1,873.00
Total	\$5,964.00	\$7,837.00	\$1,873.00

- Note that the fees above represent the maximum supported fee level based on the approach used and data available
- The City can implement fees at this level or lower.
- If the fees are implemented at a lower rate than calculated, then the cost burden to the utility from future expansion projects is picked up by existing users more than growth.
- Fees will be implemented in two phases over two year; comparison on next slide indicates first year of two-year phase-in

Local Comparison – Development Connection Fees



* First year phase-in of fees shown (based on four-year implementation plan). Amount is preliminary as of January 12 and subject to change upon final report.

Rate Study Recommendations

1. Modify the existing rate ordinance to reflect 4.0% wastewater rate increases for the beginning of FY 2024, FY 2025, and FY 2026.
2. Review revenue sufficiency annually to ensure on target.
3. Phase in the calculated water and wastewater development fees; suggest a four-year phase in, with a review after two years (i.e., by early 2025).
4. Comply with Chapter 180.136 FS regarding customer notification of any public meeting where rate adjustments may be increased



Bill example - Current rates

City of DeLand

UTILITY BILLING STATEMENT

Office: 120 S Florida Ave. DeLand, FL 32720

Hours: 8:00 AM - 5:00 PM, Mon-Fri (Except Holidays)

PH: (386) 626-7051, after-hours emergencies please call (386) 626-7203

Email: billing @deland.org / WCA (Garbage): (800)535-9533

SERVICE DETAILS

CUSTOMER NAME: [REDACTED]

ACCOUNT NUMBER: [REDACTED]

SERVICE ADDRESS: [REDACTED]

BILLING DATE: 03/01/2023

READING PERIOD: 02/08/2023 to 03/10/2023

CONSUMPTION IS ROUNDED DOWN TO THE NEAREST THOUSAND METERS WITH ZERO USAGE MAY NOT SHOW ON BILLING STATEMENT

SERVICE	PREVIOUS READ	CURRENT READ	USAGE
WATER	388000	397000	9000

ACCOUNT BALANCE SUMMARY

PRIOR BALANCE: \$96.02

LAST PAYMENT: (\$96.02)

ADJUSTMENTS: \$0.00

PAST DUE: \$0.00

CURRENT CHARGES: \$141.90

AMOUNT PAID BY BANK DRAFT: \$141.90

DUE BY: 03/15/2023

CURRENT CHARGES BREAKDOWN

ACCOUNT MAINTENANCE FEE	\$4.99
3/4" RESIDENTIAL WATER BASE	\$8.69
3/4" RESIDENTIAL WATER USAGE	\$29.15
DOUBLE CHECK BACKFLOW 3/4"	\$3.97
3/4" RESIDENTIAL SEWER BASE	\$25.15
3/4" RESIDENTIAL SEWER USAGE	\$44.73
RESIDENTIAL CURBSIDE TOTER	\$15.97
STORMWATER	\$6.56
INCENTIVE ABP	\$(1.00)
INCENTIVE E-BILL	\$(1.00)

*DELINQUENT AND LATE NOTICE:

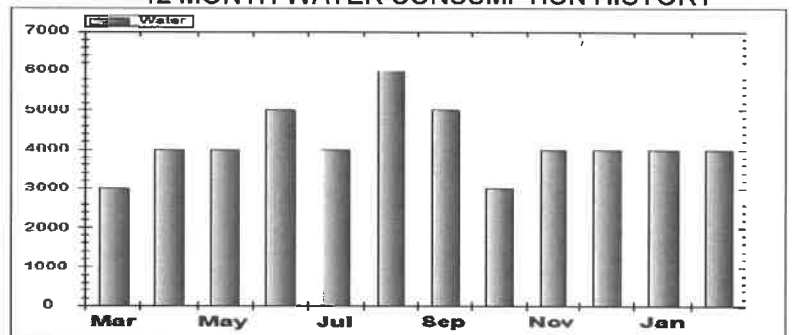
Payments not received on account by the due date will be subject to a \$10.00 late fee when account is 1 day past due. All accounts 13 days past due will receive a \$50.00 delinquent fee and are subject to disconnection.

See reverse side of statement for convenient payment options

CITY NEWS AND NOTES

UTILITIES TAX \$4.69
TOTAL CURRENT CHARGES \$141.90

12 MONTH WATER CONSUMPTION HISTORY



Please detach and return bottom portion if paying by mail. When paying in person, please bring both portions of this bill.

PAYMENT SLIP

Has your mailing address or phone number changed?

☐ Yes, check box and complete form on back of this bill.

☐ Yes, please enroll me in e-billing.

Email: _____

ACCOUNT NBR: [REDACTED]

CYCLE: 15

AMOUNT PAID BY BANK DRAFT: \$141.90

DUE BY: 03/15/2023

*ADDITIONAL FEES WILL BE ASSESSED AFTER 03/15/2023

TOTAL AMOUNT ENCLOSED: BANK DRAFT

Please remit and make checks payable to:

City of DeLand
PO BOX 2919
DELAND, FL 32721-2919



City of DeLand

120 S Florida Ave.
DeLand, FL 32720

DELAND, FL 32724

038 106506700070000001419038





City of DeLand

UTILITY BILLING STATEMENT

Office: 120 S Florida Ave. DeLand, FL 32720

Hours: 8:00 AM - 5:00 PM, Mon-Fri (Except Holidays)

PH: (386) 626-7051, after-hours emergencies please call (386) 626-7203

Email: billing @deland.org / WCA (Garbage): (800)535-9533

SERVICE DETAILS

CUSTOMER NAME: [REDACTED]

ACCOUNT NUMBER: [REDACTED]

SERVICE ADDRESS: [REDACTED]

BILLING DATE: 03/01/2023

READING PERIOD: 02/08/2023 to 03/10/2023

CONSUMPTION IS ROUNDED DOWN TO THE NEAREST THOUSAND METERS WITH ZERO USAGE MAY NOT SHOW ON BILLING STATEMENT

SERVICE	PREVIOUS READ	CURRENT READ	USAGE
WATER	388000	397000	9000

ACCOUNT BALANCE SUMMARY

PRIOR BALANCE: \$96.02

LAST PAYMENT: (\$96.02)

ADJUSTMENTS: \$0.00

PAST DUE: \$0.00

CURRENT CHARGES: \$147.06

AMOUNT PAID BY BANK DRAFT: \$147.06

DUE BY: 03/15/2023

CURRENT CHARGES BREAKDOWN

ACCOUNT MAINTENANCE FEE	\$4.99
3/4" RESIDENTIAL WATER BASE	\$9.08
3/4" RESIDENTIAL WATER USAGE	\$30.46
DOUBLE CHECK BACKFLOW 3/4"	\$4.17
3/4" RESIDENTIAL SEWER BASE	\$26.16
3/4" RESIDENTIAL SEWER USAGE	\$46.53
RESIDENTIAL CURBSIDE TOTER	\$15.97
STORMWATER	\$6.82
INCENTIVE ABP	\$(1.00)
INCENTIVE E-BILL	\$(1.00)

*DELINQUENT AND LATE NOTICE:

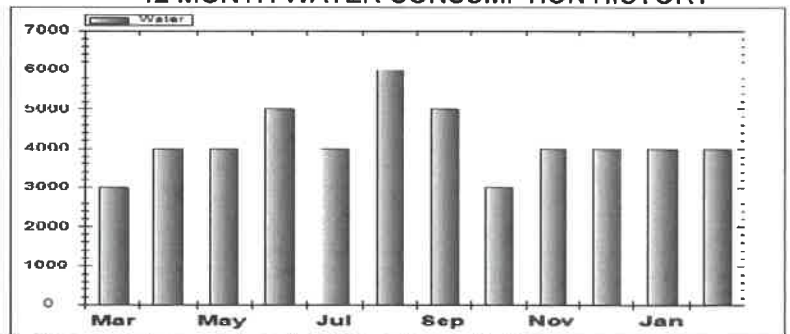
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See reverse side of statement for convenient payment options

CITY NEWS AND NOTES

UTILITIES TAX \$4.88
TOTAL CURRENT CHARGES \$147.06

12 MONTH WATER CONSUMPTION HISTORY



Please detach and return bottom portion if paying by mail. When paying in person, please bring both portions of this bill.

PAYMENT SLIP

Has your mailing address or phone number changed?

☐ Yes, check box and complete form on back of this bill.

☐ Yes, please enroll me in e-billing.

Email: _____

ACCOUNT NBR: [REDACTED]

CYCLE: 15

AMOUNT PAID BY BANK DRAFT: \$147.06

DUE BY: 03/15/2023

*ADDITIONAL FEES WILL BE ASSESSED AFTER 03/15/2023

TOTAL AMOUNT ENCLOSED: BANK DRAFT

Please remit and make checks payable to:

City of DeLand
PO BOX 2919
DELAND, FL 32721-2919



City of DeLand

120 S Florida Ave.
DeLand, FL 32720

DELAND, FL 32724

038 106506700070000001470679



CITY OF DELAND
Request for Commission Action
April 3, 2023

SUBJECT: Resolution Approving Final Plat for Grandview Gardens, Located at 369 Grand Avenue.

DEPARTMENT: Planning

PREPARED BY: Belinda Collins, Senior Planner

ATTACHMENTS: Resolution, Grandview Gardens Plat, Grandview Gardens Aerial

APPROVED BY: Michael Pleus, City Manager, March 29, 2023

SUMMARY/HIGHLIGHT:

The applicant, Tivia Bryan, Allen & Company, is seeking approval to subdivide a 31.86-acre parcel into 98 single family residential lots, stormwater and open space tracts, tree protection areas, and dedicated right-of-way. The property is generally located at the northwest corner of West New York Avenue and North Ridgewood Avenue. An amended preliminary plat was approved in August 2022. At their October 20, 2022 meeting, the Technical Review Committee recommended to conditionally approve the final plat and move the item forward to the City Commission pending all staff, legal, and surveyor comments being addressed. All outstanding comments have been addressed as required.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The subdivision has already been approved for construction and the recording of the final plat will allow for the individual lots and homes to be entered into the City's tax revenue.

RECOMMENDATION:

It is recommended that the City Commission approve the final plat for Grandview Gardens.

BACKGROUND/DISCUSSION:

The applicant, Tivia Bryan, Allen & Company, seeks to develop the subject property as the Grandview Gardens residential subdivision. Sales of the lots and homes cannot commence until the final plat is submitted for review, approval, and recordation.

RESOLUTION NO. 2023 –

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
APPROVING THE FINAL SUBDIVISION PLAT FOR GRANDVIEW
GARDENS, LOCATED AT 396 GRAND AVENUE; AND PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, the applicant, Tivia Bryan, of Allen & Company, has submitted a proper and complete application under Chapter 33, Article 13, of the City of DeLand Code of Ordinances (hereinafter the “Code”) for the final plat approval for Grandview Gardens, located at 396 Grand Avenue; and

WHEREAS, the applicant intends to subdivide the subject property into 98 single family residential lots, stormwater, open space tracts, tree protection areas, and right-of-way, on approximately 31.86 +/- acres of land; and

WHEREAS, on October 20, 2022, the Technical Review Committee (TRC) recommended conditional approval of the final subdivision plat for Grandview Gardens, subject to addressing staff comments; and

WHEREAS, staff determined that all comments have been addressed and recommended approval of the final subdivision plat for Grandview Gardens.

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

Section 1. The City Commission hereby approves the final subdivision plat for Grandview Gardens, located at 396 Grand Avenue.

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

PASSED AND DULY ADOPTED this 3rd day of April, 2023.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

GRANDVIEW GARDENS

SHEET 1 OF 6

REPLATTING LOT 2A, MINCHEWS RE-SUBDIVISION, ACCORDING TO THE PLAT THEREOF
AS RECORDED IN MAP BOOK 11, PAGE 102 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA
AND A PORTION OF GOVERNMENT LOTS 3 AND 4, LYING IN
SECTION 12, TOWNSHIP 17 SOUTH, RANGE 29 EAST, CITY OF DELAND, VOLUSIA COUNTY, FLORIDA

LEGAL DESCRIPTION:

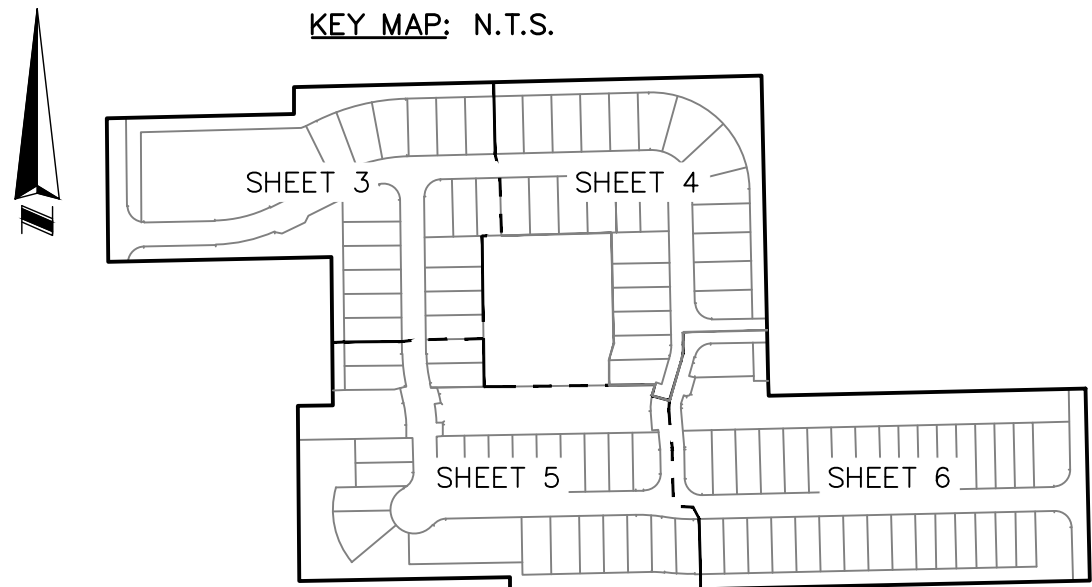
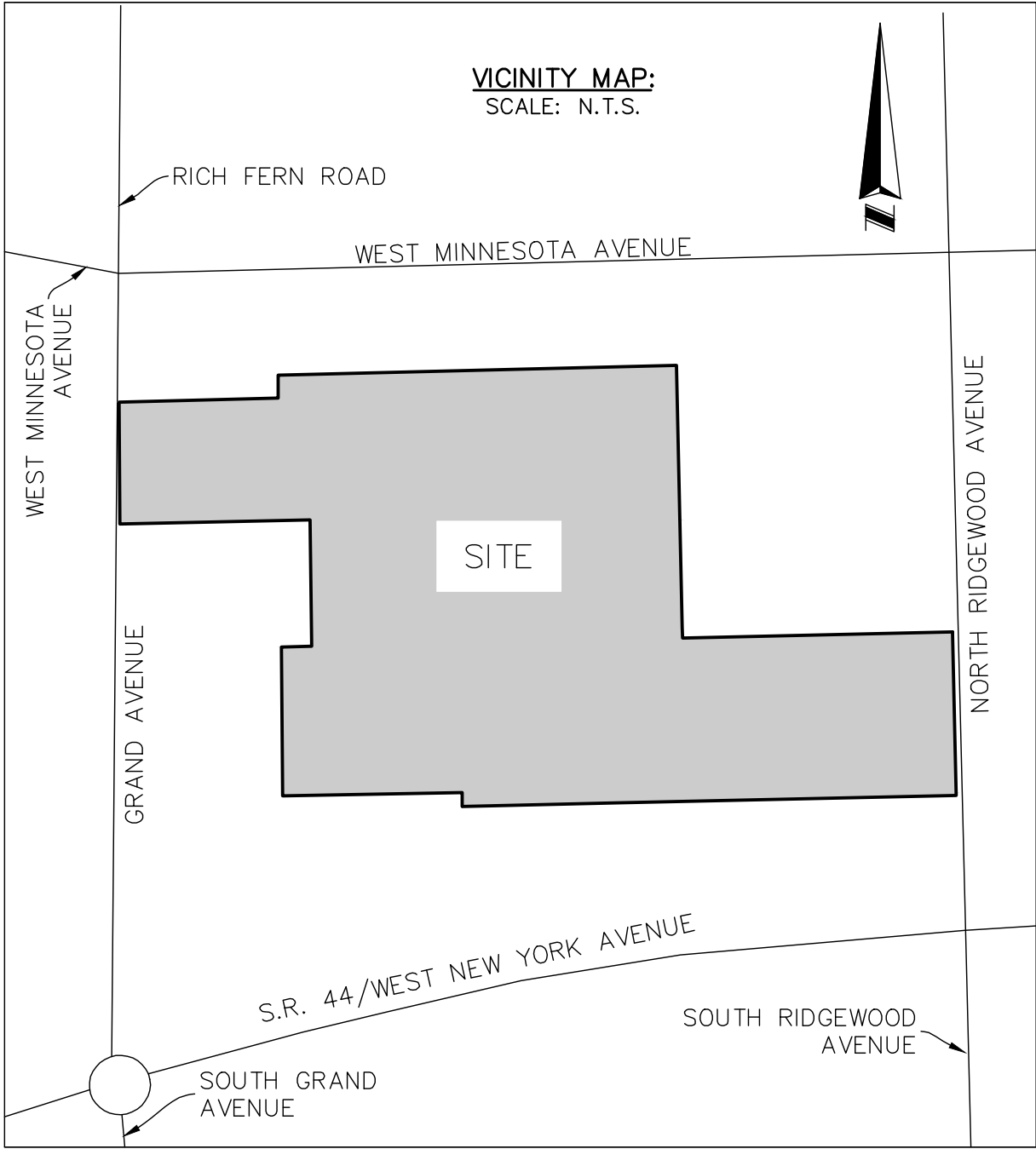
A PORTION OF GOVERNMENT LOT 3 AND LOT 4, LYING IN SECTION 12, TOWNSHIP 17 SOUTH, RANGE 29 EAST, CITY OF DELAND, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 3; THENCE RUN SOUTH 01°17'56" EAST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 3 FOR A DISTANCE OF 1336.55 FEET TO THE NORTHEAST CORNER OF GOVERNMENT LOT 4, SAID POINT ALSO BEING A POINT ON THE WEST RIGHT OF WAY LINE OF NORTH RIDGEWOOD AVENUE, A PRESCRIPTIVE RIGHT OF WAY PER THE COUNTY OF VOLUSIA AND THE POINT OF BEGINNING; THENCE RUN SOUTH 01°17'56" EAST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 4 AND SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 400.00 FEET; THENCE DEPARTING SAID EAST LINE AND WEST RIGHT OF WAY LINE RUN SOUTH 88°43'31" WEST ALONG THE SOUTH LINE OF THE NORTH 400.00 FEET OF GOVERNMENT LOT 4 FOR A DISTANCE OF 1207.95 FEET TO A POINT ON THE WESTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5671, PAGE 970 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTH 00°27'57" WEST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 34.14 FEET; THENCE RUN SOUTH 88°56'35" WEST CONTINUING ALONG SAID WESTERLY LINE FOR A DISTANCE OF 438.90 FEET TO A POINT ON THE EAST LINE OF THE WEST 393.00 FEET OF SAID GOVERNMENT LOT 4; THENCE RUN NORTH 00°27'57" WEST ALONG SAID EAST LINE AND CONTINUING ALONG SAID WESTERLY LINE FOR A DISTANCE OF 364.23 FEET TO A POINT ON THE SOUTH LINE OF GOVERNMENT LOT 3; THENCE DEPARTING SAID EAST AND WESTERLY LINE RUN NORTH 88°43'31" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 73.49 FEET TO A POINT ON THE WEST LINE OF THE EAST 211.50 FEET OF THE SOUTH 309.00 FEET OF THE WEST TWO THIRDS OF THE SOUTHWEST QUARTER OF SAID GOVERNMENT LOT 3; THENCE RUN NORTH 00°43'52" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 309.01 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTH 309.00 FEET; THENCE RUN SOUTH 88°43'31" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 464.98 FEET TO A POINT ON THE WEST LINE OF SAID GOVERNMENT LOT 3, THE WEST LINE OF SAID SECTION 12 AND A POINT ON THE EAST RIGHT OF WAY LINE OF GRAND AVENUE, A PRESCRIPTIVE RIGHT OF WAY PER THE COUNTY OF VOLUSIA, FLORIDA; THENCE RUN NORTH 00°26'42" WEST ALONG SAID WEST LINE AND SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 298.93 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 56.00 FEET OF THE WEST 390.00 FEET OF THE SOUTHWEST QUARTER OF SAID GOVERNMENT LOT 3; THENCE DEPARTING SAID WEST LINE AND EAST RIGHT OF WAY LINE RUN NORTH 88°34'57" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 390.06 FEET TO A POINT ON THE EAST LINE OF SAID NORTH 56.00 FEET; THENCE RUN NORTH 00°26'42" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 56.01 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SAID GOVERNMENT LOT 3; THENCE RUN NORTH 88°34'57" EAST ALONG SAID NORTH LINE AND THE NORTH LINE OF LOT 2A, MINCHEW'S RESUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 11 PAGE 102 OF SAID PUBLIC RECORDS FOR A DISTANCE OF 974.58 FEET TO THE NORTHEAST CORNER OF SAID LOT 2A; THENCE RUN SOUTH 01°15'33" EAST ALONG THE EAST LINE OF SAID LOT 2A FOR A DISTANCE OF 667.31 FEET TO THE AFORESAID SOUTH LINE OF SAID GOVERNMENT LOT 3; THENCE RUN NORTH 88°43'31" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 660.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 31.86 ACRES MORE OR LESS

SURVEYOR'S NOTES:

- BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE EAST LINE OF GOVERNMENT LOT 3 AND LOT 4 AS BEING SOUTH 01°17'56" EAST FOR ANGULAR DESIGNATION ONLY.
- ALL LOT LINES INTERSECTING CURVES ARE RADIAL, UNLESS OTHERWISE NOTED NON-RADIAL (N.R.).
- ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION AND DATA SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GRANDVIEW GARDENS HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- PER FLORIDA STATUTES CHAPTER 177.091(9), LOT CORNERS MUST BE SET BEFORE THE TRANSFER OF ANY LOT.



NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on _____ at _____ File No. _____

BY _____ DEPUTY CLERK
CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

CERTIFICATE OF REVIEW BY CITY SURVEYOR

I HEREBY CERTIFY that this plat has been reviewed for the conformity to the requirements of Chapter 177, Part I of the Florida Statutes. No confirmation of mathematical closure of the placement of PRM's and PCP's in the field was made in this review.

CPH, LLC LB#7143
500 West Fulton Street
Sanford, FL 32771

For the Firm by:
Randall L. Roberts, R.L.S.
Florida Registration Number 3144
State of Florida

Date: _____

MAP BOOK _____ PAGE _____

DEDICATION
GRANDVIEW GARDENS

KNOW ALL MEN BY THESE PRESENTS, That Mattamy Orlando, LLC, a Delaware limited liability company, being the owner in fee simple of the lands described in the attached plat, entitled GRANDVIEW GARDENS, located in the City of DeLand, Volusia County, Florida, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates all Streets, Roads and Lanes, and Utility Easements shown or described thereon to the perpetual use of the Public, for the purposes therein expressed.

- Tracts RW-1 and RW-2 (Additional R/W) and development rights thereof are hereby dedicated and conveyed to Volusia County, Florida.
- Tracts A and B (Stormwater) are hereby dedicated and conveyed to the Grandview Gardens Homeowners Association, Inc. (the "Association").
- Tract P-1 (Pocket Park) is hereby dedicated and conveyed to the Association.
- Tract P-2 and Tract P-3 (Pocket Parks) are hereby dedicated and conveyed to the Association.
- Tract C (Parking and Drainage) is hereby dedicated and conveyed to the Association.
- Tract D and E (Common Area) are hereby dedicated and conveyed to the Association.
- Tracts F, G, H, I and J (Tree Protection/Open Space/Landscape Buffer) are common areas and are hereby dedicated and conveyed to the Association. The Tree Protection Easements are hereby granted to the City of DeLand for the purposes described in the tree ordinance set forth in Section 33-57 of the City of DeLand code of ordinances, as may be amended from time to time.
- The 2.00 foot wide Sidewalk Easements are hereby dedicated to the City of DeLand.
- The Private Utility Easement shown hereon is hereby dedicated and conveyed to the Association.

IN WITNESS WHEREOF, Mattamy Orlando, LLC, a Delaware limited liability company, has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto on this _____ day of _____, 2023.

Mattamy Orlando, LLC, a Delaware limited liability company

By: _____

Printed Name: Jonathan Droor

Title: Assistant Vice President

Signature of Witness _____

Signature of Witness _____

Printed Name of Witness _____

Printed Name of Witness _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

THIS foregoing instrument was acknowledged before me, () physical presence or () online notarization, this ____ day of _____, 2023, by _____ of _____, on behalf of Mattamy Orlando, LLC, a Delaware limited liability company, such person [] is personally known to me or [] has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

WITNESS my hand and official seal this ____ day of _____, 2023.

Signature of Notary Public Commission No. _____

Printed Name of Notary Public My Commission Expires: _____
Notary Public, State of Florida

CERTIFICATE OF APPROVAL BY THE
CITY COMMISSION OF DELAND, FLORIDA

This is to certify that on _____ this plat was approved. by the City Commission of the City of DeLand, Florida.

By _____
MAYOR OF THE CITY OF DELAND OR HIS AUTHORIZED REPRESENTATIVE

ATTEST: _____
CITY CLERK OF THE CITY OF DELAND

CERTIFICATE OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, that the undersigned being a licensed and registered surveyor and mapper, does hereby certify that on _____ the survey was completed of the lands as shown on the foregoing Plat; that said Plat is a true and correct representation of the lands therein described and platted; that said Plat was prepared under my responsible direction and supervision; that the survey data complies with all of the requirements of Chapter 177, Florida Statutes; and that said land is located in City of DeLand, Volusia County, Florida

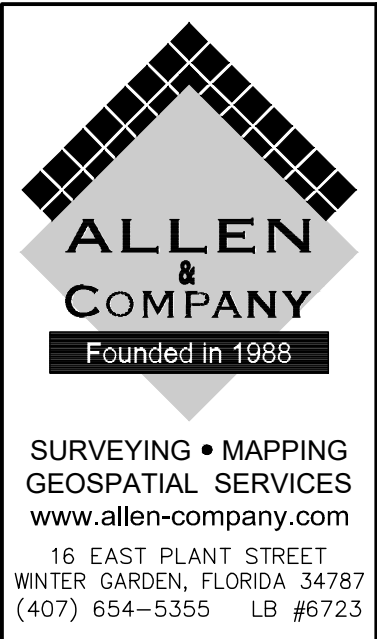
By: _____ Date: _____
James L. Rickman P.S.M. # 5633
Allen & Company
Licensed Business # 6723
16 East Plant Street
Winter Garden, Florida 34787

LEGEND:

- | | |
|--|---|
| | CENTERLINE |
| | OFFICIAL RECORDS BOOK |
| | MAP BOOK |
| | PLAT BOOK |
| | PAGE(S) |
| | POINT OF CURVATURE |
| | A SET 4"x4" CONCRETE MONUMENT LB# 6723 PERMANENT REFERENCE MONUMENT (PRM) |
| | A SET NAIL AND DISC LB# 6723 PERMANENT REFERENCE MONUMENT (PRM) |
| | A SET 1/2" IRON ROD AND/OR NAIL & DISK L.B. #6723 PERMANENT CONTROL POINT (PCP) |
| | FOUND IRON ROD AND CAP AS SHOWN |
| | CHANGE IN DIRECTION |

SHEET INDEX

SHEET 1 OF 6 - LEGAL DESCRIPTION, NOTES, LEGEND & DEDICATION
SHEET 2 OF 6 - BOUNDARY GEOMETRY
SHEET 3-6 OF 6 - LOT AND TRACT GEOMETRY

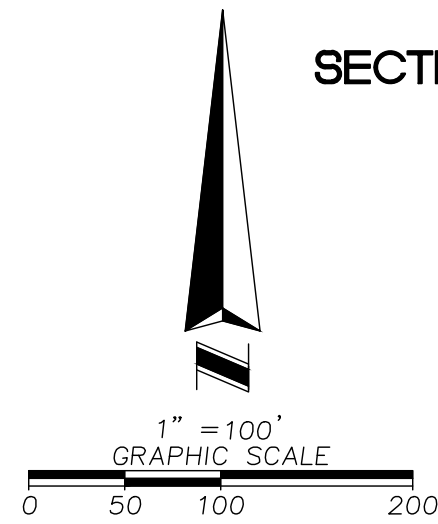


GRANDVIEW GARDENS

SHEET 2 OF 6

PLAT BOOK _____ PAGE _____

REPLATTING LOT 2A, MINCHEWS RE-SUBDIVISION, ACCORDING TO THE PLAT THEREOF
AS RECORDED IN MAP BOOK 11, PAGE 102 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA
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SECTION 12, TOWNSHIP 17 SOUTH, RANGE 29 EAST, CITY OF DELAND, VOLUSIA COUNTY, FLORIDA



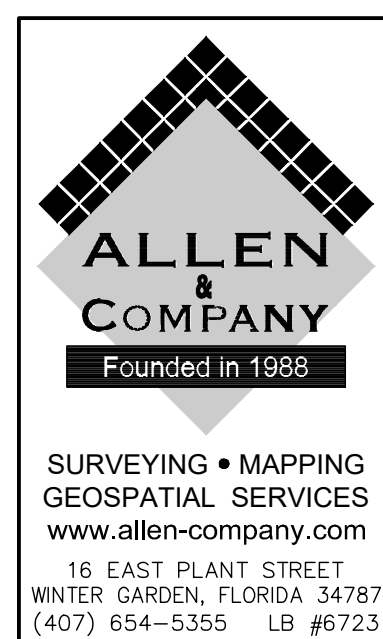
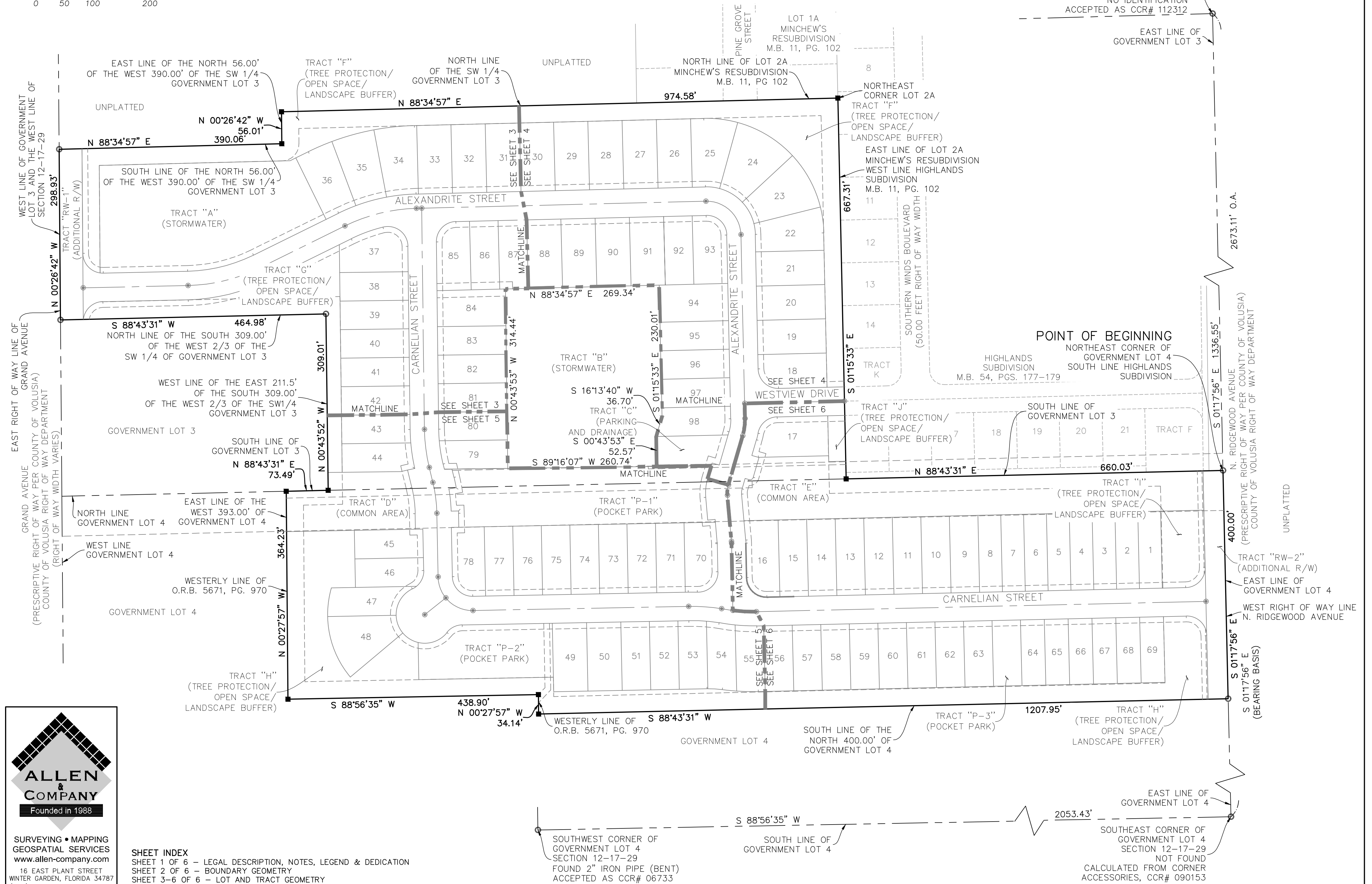
POINT OF COMMENCEMENT

NORTHEAST CORNER OF
GOVERNMENT LOT 3
SECTION 12-17-29
FOUND 1/2" IRON ROD
NO IDENTIFICATION
ACCEPTED AS CCR# 112312

EAST LINE OF
GOVERNMENT LOT 3

POINT OF BEGINNING

NORTHEAST CORNER OF
GOVERNMENT LOT 4
SOUTH LINE HIGHLANDS
SUBDIVISION
M.B. 54, PGS. 177-179



SHEET INDEX
SHEET 1 OF 6 - LEGAL DESCRIPTION, NOTES, LEGEND & DEDICATION
SHEET 2 OF 6 - BOUNDARY GEOMETRY
SHEET 3-6 OF 6 - LOT AND TRACT GEOMETRY

SOUTHWEST CORNER OF
GOVERNMENT LOT 4
SECTION 12-17-29
FOUND 2" IRON PIPE (BENT)
ACCEPTED AS CCR# 06733

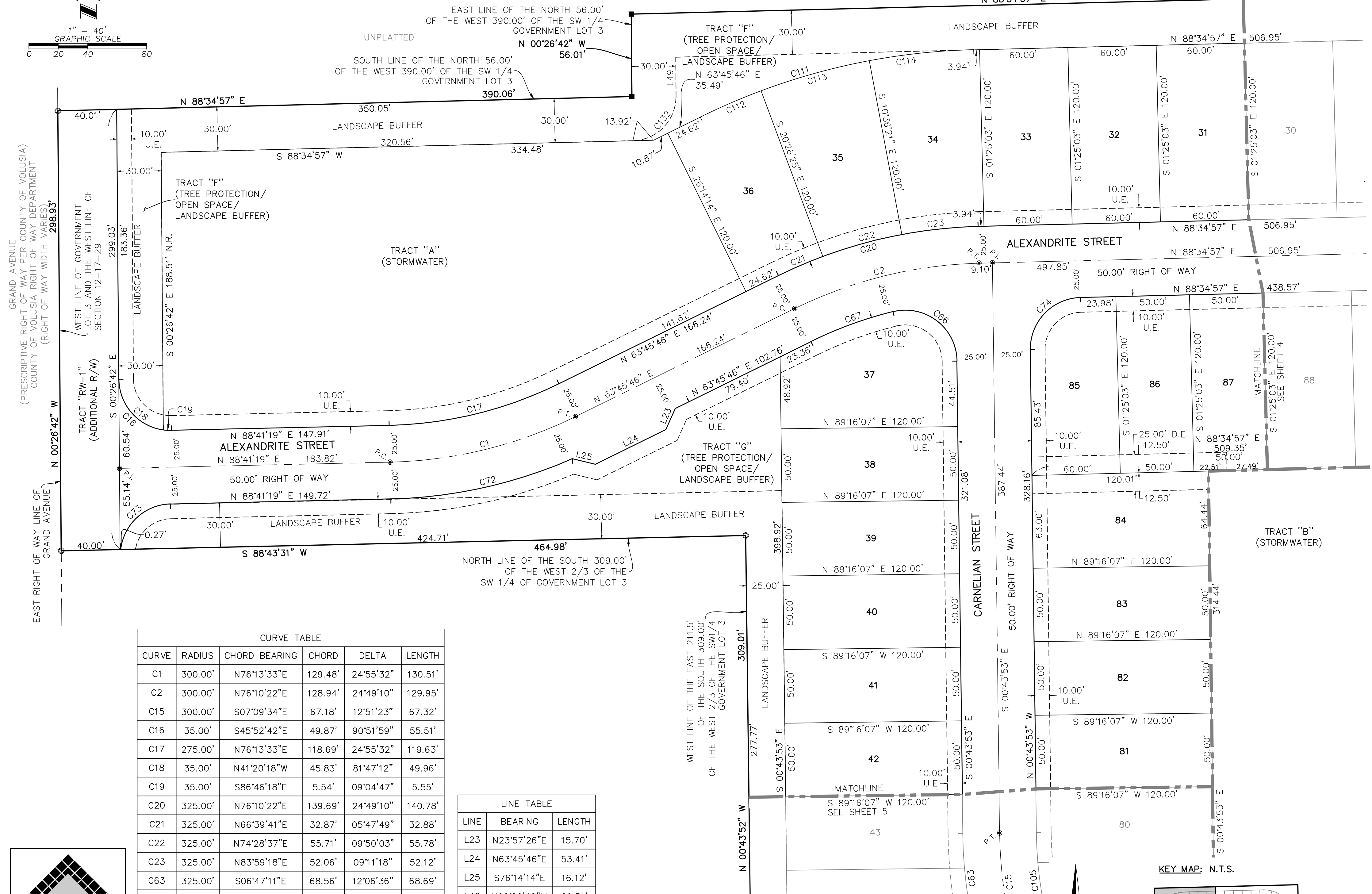
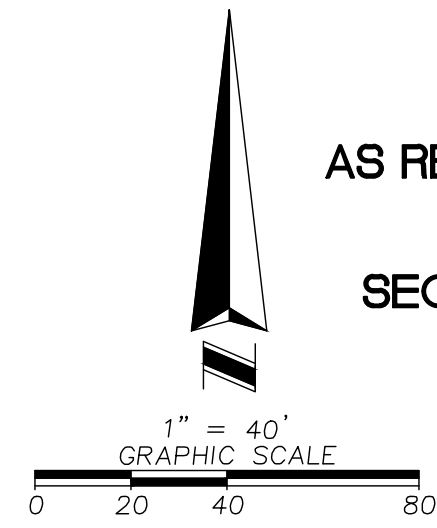
EAST LINE OF
GOVERNMENT LOT 4
SOUTHEAST CORNER OF
GOVERNMENT LOT 4
SECTION 12-17-29
NOT FOUND
CALCULATED FROM CORNER
ACCESSORIES, CCR# 090153

GRANDVIEW GARDENS

SHEET 3 OF 6

PLAT BOOK _____ PAGE _____

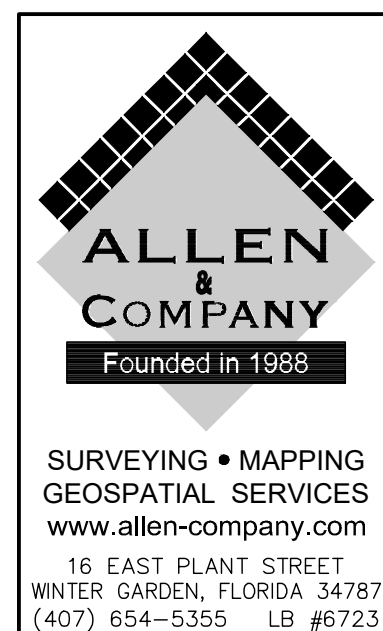
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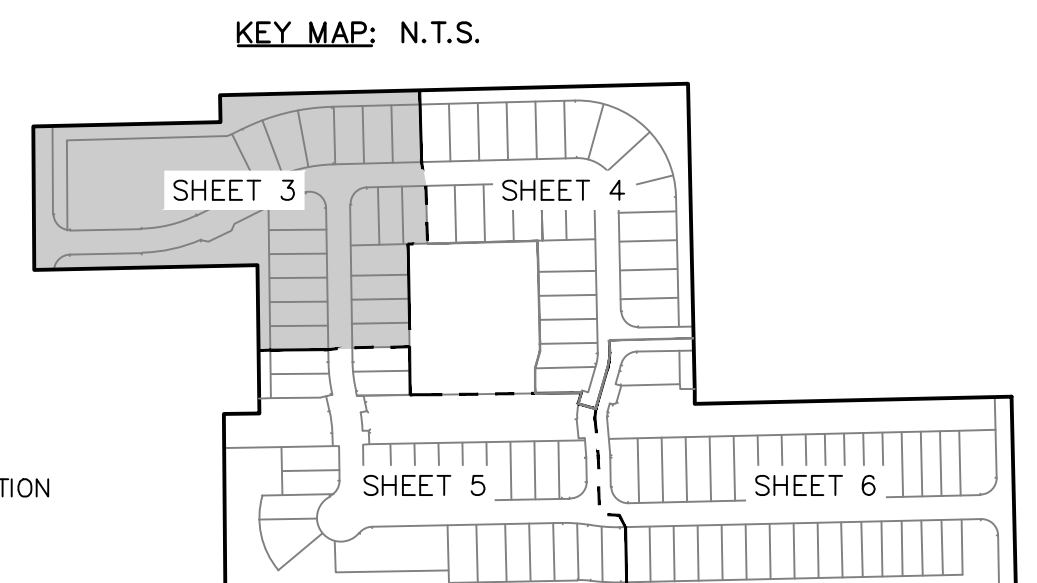
CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C1	300.00'	N76°13'33"E	129.48'	24°55'32"	130.51'
C2	300.00'	N76°10'22"E	128.94'	24°49'10"	129.95'
C15	300.00'	S07°09'34"E	67.18'	12°51'23"	67.32'
C16	35.00'	S45°52'42"E	49.87'	90°51'59"	55.51'
C17	275.00'	N76°13'33"E	118.69'	24°55'32"	119.63'
C18	35.00'	N41°20'18"W	45.83'	81°47'12"	49.96'
C19	35.00'	S86°46'18"E	5.54'	09°04'47"	5.55'
C20	325.00'	N76°10'22"E	139.69'	24°49'10"	140.78'
C21	325.00'	N66°39'41"E	32.87'	05°47'49"	32.88'
C22	325.00'	N74°28'37"E	55.71'	09°50'03"	55.78'
C23	325.00'	N83°59'18"E	52.06'	09°11'18"	52.12'
C63	325.00'	S06°47'11"E	68.56'	12°06'36"	68.69'
C66	35.00'	S52°17'36"E	54.83'	103°07'26"	62.99'
C67	275.00'	N69°57'14"E	59.31'	12°22'54"	59.43'
C72	325.00'	N77°29'23"E	126.24'	22°23'53"	127.05'
C73	35.00'	N47°41'11"E	45.93'	82°00'15"	50.09'
C74	35.00'	N43°55'32"E	49.20'	89°18'50"	54.56'
C105	275.00'	N07°09'34"W	61.58'	12°51'23"	61.71'
C111	445.00'	N76°10'22"E	191.26'	24°49'10"	192.77'
C112	445.00'	N66°39'41"E	45.00'	05°47'49"	45.02'

LINE TABLE		
LINE	BEARING	LENGTH
L23	N23°57'26"E	15.70'
L24	N63°45'46"E	53.41'
L25	S76°14'14"E	16.12'
L49	N00°26'42"W	26.51'

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C113	445.00'	N74°28'37"E	76.29'	09°50'03"	76.38'
C114	445.00'	N83°59'18"E	71.29'	09°11'18"	71.36'
C132	30.00'	N44°04'07"E	42.06'	89°01'39"	46.61'



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SHEET 1 OF 6 - LEGAL DESCRIPTION, NOTES, LEGEND & DEDICATION
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SHEET 3-6 OF 6 - LOT AND TRACT GEOMETRY

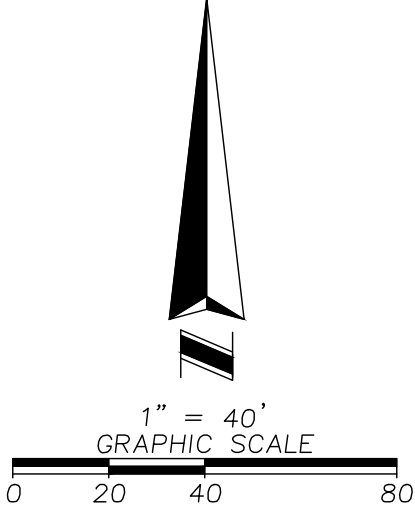
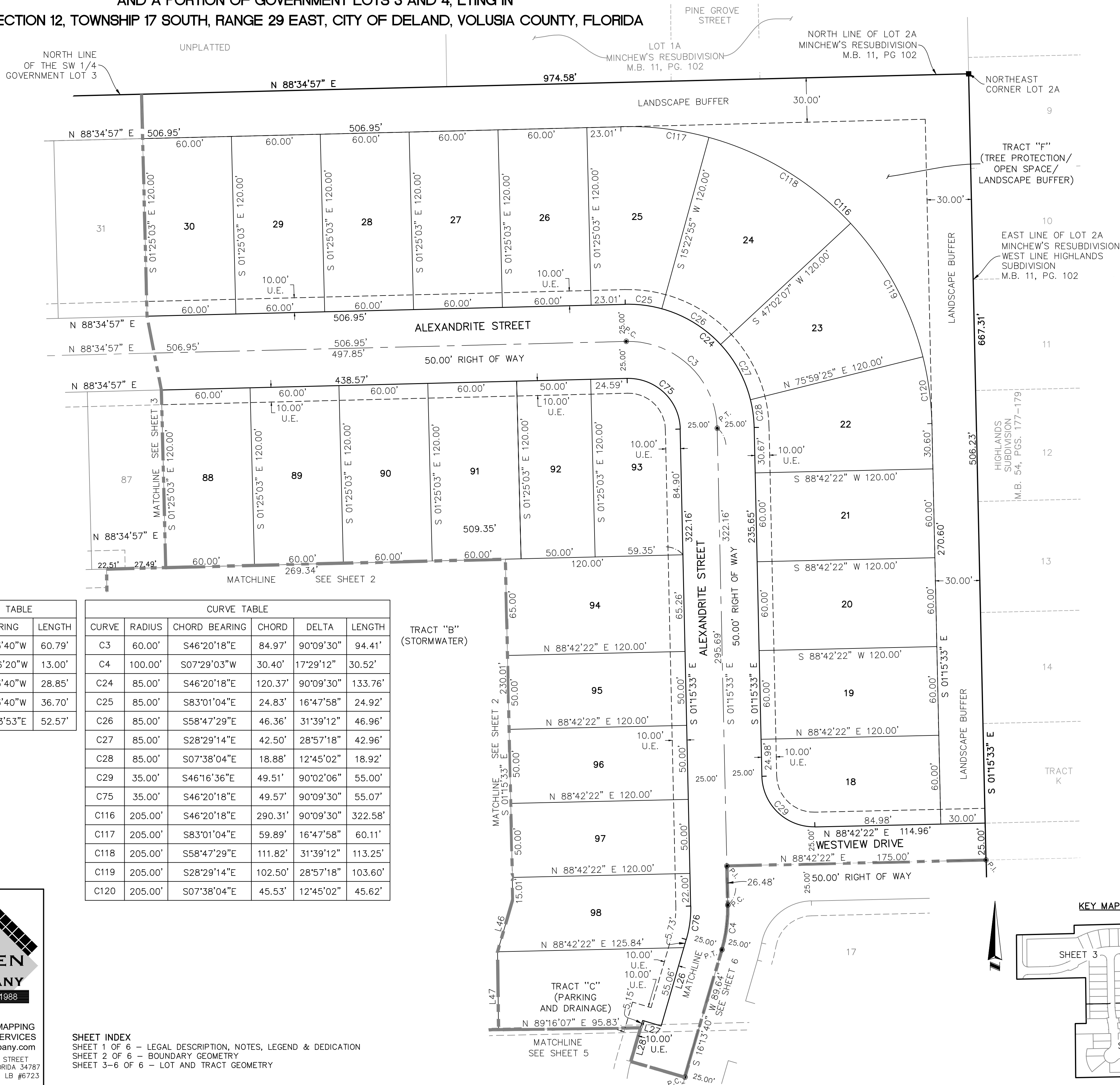


GRANDVIEW GARDENS

SHEET 4 OF 6

PLAT BOOK _____ PAGE _____

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LINE TABLE		
LINE	BEARING	LENGTH
L26	S16°13'40"W	60.79'
L27	N73°46'20"W	13.00'
L28	S16°13'40"W	28.85'
L46	S16°13'40"W	36.70'
L47	S00°43'53"E	52.57'

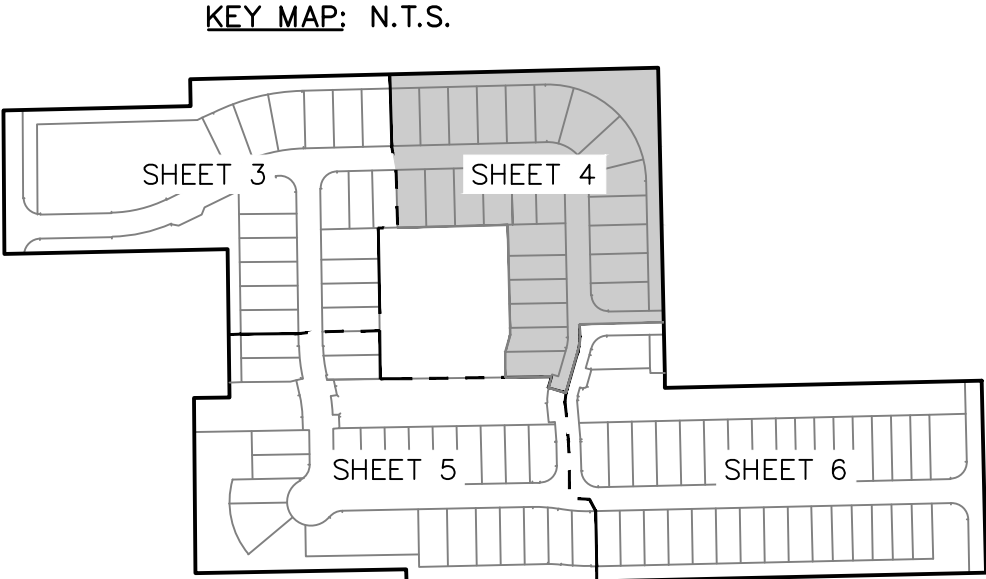
CURVE TABLE						
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH	
C3	60.00'	S46°20'18"E	84.97'	90°09'30"	94.41'	
C4	100.00'	S07°29'03"W	30.40'	17°29'12"	30.52'	
C24	85.00'	S46°20'18"E	120.37'	90°09'30"	133.76'	
C25	85.00'	S83°01'04"E	24.83'	16°47'58"	24.92'	
C26	85.00'	S58°47'29"E	46.36'	31°39'12"	46.96'	
C27	85.00'	S28°29'14"E	42.50'	28°57'18"	42.96'	
C28	85.00'	S07°38'04"E	18.88'	12°45'02"	18.92'	
C29	35.00'	S46°16'36"E	49.51'	90°02'06"	55.00'	
C75	35.00'	S46°20'18"E	49.57'	90°09'30"	55.07'	
C116	205.00'	S46°20'18"E	290.31'	90°09'30"	322.58'	
C117	205.00'	S83°01'04"E	59.89'	16°47'58"	60.11'	
C118	205.00'	S58°47'29"E	111.82'	31°39'12"	113.25'	
C119	205.00'	S28°29'14"E	102.50'	28°57'18"	103.60'	
C120	205.00'	S07°38'04"E	45.53'	12°45'02"	45.62'	

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SHEET INDEX
SHEET 1 OF 6 - LEGAL DESCRIPTION, NOTES, LEGEND & DEDICATION
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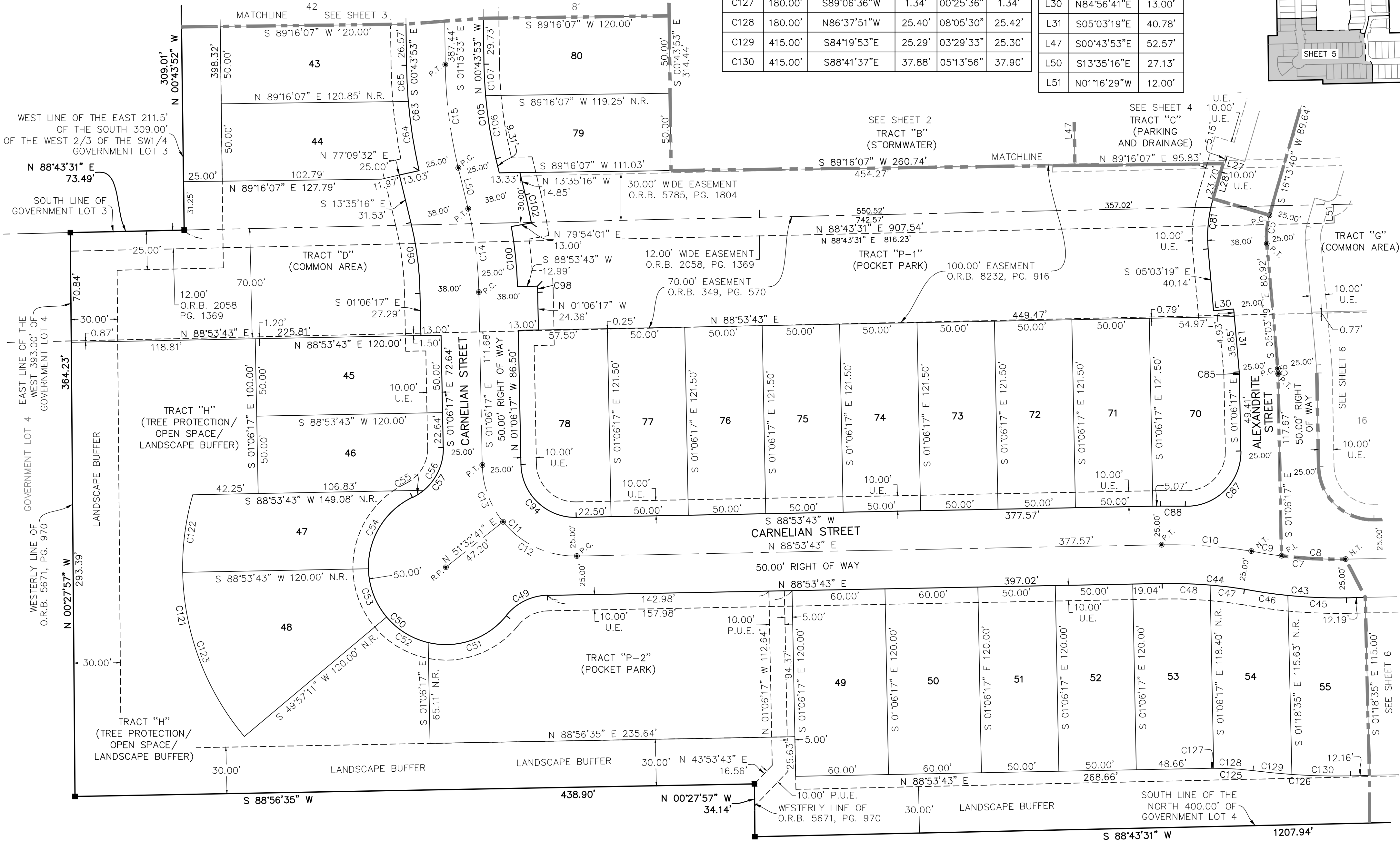


GRANDVIEW GARDENS

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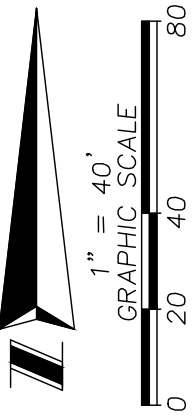
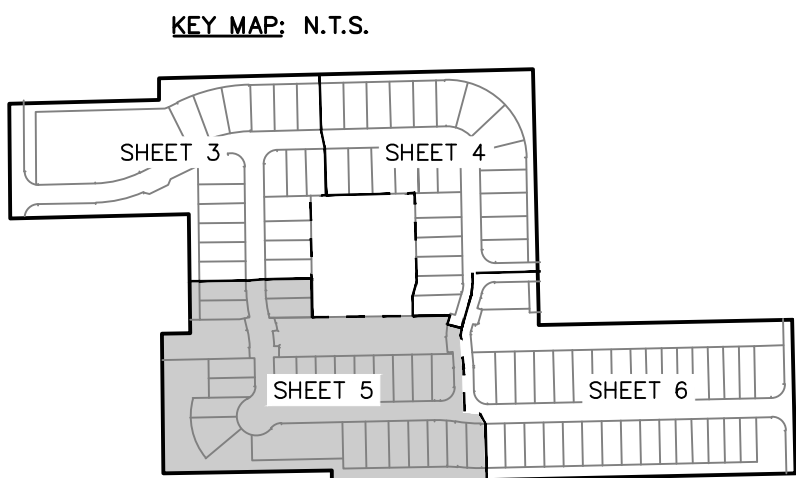
SHEET 5 OF 6

PLAT BOOK _____ PAGE _____



CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C125	180.00'	N86°50'42"W	26.74'	08°31'11"	26.76'
C126	415.00'	S86°56'51"E	63.13'	08°43'29"	63.20'
C127	180.00'	S89°06'36"W	1.34'	00°25'36"	1.34'
C128	180.00'	N86°37'51"W	25.40'	08°05'30"	25.42'
C129	415.00'	S84°19'53"E	25.29'	03°29'33"	25.30'
C130	415.00'	S88°41'37"E	37.88'	05°13'56"	37.90'

LINE TABLE		
LINE	BEARING	LENGTH
L27	N73°46'20"W	13.00'
L28	S16°13'40"W	28.85'
L30	N84°56'41"E	13.00'
L31	S05°03'19"E	40.78'
L47	S00°43'53"E	52.57'
L50	S13°35'16"E	27.13'
L51	N01°16'29"W	12.00'



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CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C5	50.00'	S05°35'10"W	18.47'	21°16'59"	18.57'
C6	50.00'	S03°04'48"E	3.45'	03°57'02"	3.45'
C7	291.12'	S85°07'54"E	61.20'	12°03'57"	61.31'
C8	291.12'	S87°05'08"E	41.42'	08°09'29"	41.45'
C9	291.12'	S81°03'10"E	19.85'	03°54'28"	19.86'
C10	325.00'	S85°58'31"E	58.12'	10°15'33"	58.19'
C11	60.00'	S46°06'17"E	84.85'	90°00'00"	94.25'
C12	60.00'	S65°07'35"E	52.56'	51°57'25"	54.41'
C13	60.00'	S20°07'35"E	39.11'	38°02'35"	39.84'
C14	250.00'	S07°20'47"E	54.36'	12°28'59"	54.47'
C15	300.00'	S07°09'34"E	67.18'	12°51'23"	67.32'

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C43	316.12'	S85°10'14"E	66.09'	12°00'00"	66.21'
C44	300.00'	S86°00'36"E	53.28'	10°11'22"	53.35'
C45	316.12'	S87°44'06"E	37.89'	06°52'16"	37.91'
C46	316.12'	S81°44'06"E	28.29'	05°07'44"	28.30'
C47	300.00'	S83°02'55"E	22.33'	04°15'59"	22.34'
C48	300.00'	S88°08'36"E	31.00'	05°55'23"	31.01'
C49	35.00'	N63°47'12"E	29.70'	50°13'01"	30.68'
C50	50.00'	S38°27'19"E	97.49'	205°44'00"	179.53'
C51	50.00'	S70°55'49"W	53.36'	64°30'15"	56.29'
C52	50.00'	S58°25'57"E	31.54'	36°46'14"	32.09'
C53	50.00'	S20°34'35"E	33.33'	38°56'31"	33.98'

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C54	50.00'	S31°39'11"W	54.11'	65°31'01"	57.17'
C55	35.00'	S57°21'31"W	8.59'	14°06'21"	8.62'
C56	35.00'	S24°36'02"W	30.36'	51°24'38"	31.40'
C57	35.00'	S31°39'12"W	37.88'	65°30'59"	40.02'
C60	212.00'	S07°20'47"E	46.10'	12°28'59"	46.19'
C63	325.00'	S06°47'11"E	68.56'	12°06'36"	68.70'
C64	325.00'	S08°51'11"E	45.21'	07°58'35"	45.25'
C65	325.00'	S02°47'53"E	23.44'	04°08'00"	23.45'
C81	88.00'	S05°35'10"W	32.50'	21°16'59"	32.69'
C85	25.00'	S03°04'48"E	1.72'	03°57'02"	1.72'
C87	35.00'	S45°11'34"W	50.61'	92°35'42"	56.56'

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C88	350.00'	N89°48'26"W	15.85'	02°35'42"	15.85'
C94	35.00'	N46°06'17"W	49.50'	90°00'00"	54.98'
C98	288.00'	N01°30'10"W	4.00'	00°47'45"	4.00'
C100	275.00'	N05°49'46"W	38.96'	08°07'26"	38.99'
C102	288.00'	N11°44'39"W	18.53'	03°41'13"	18.53'
C105	275.00'	N07°09'34"W	61.58'	12°51'23"	61.71'
C106	275.00'	N09°16'22"W	41.38'	08°37'47"	41.42'
C107	275.00'	N02°50'41"W	20.28'	04°13'36"	20.29'
C121	170.00'	S12°01'25"E	159.74'	56°02'48"	166.29'
C122	170.00'	S07°26'50"W	50.56'	17°06'17"	50.75'
C123	170.00'	S20°34'34"E	113.33'	38°56'31"	115.54'

SHEET INDEX
SHEET 1 OF 6 - LEGAL DESCRIPTION, NOTES, LEGEND & DEDICATION
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GRANDVIEW GARDENS

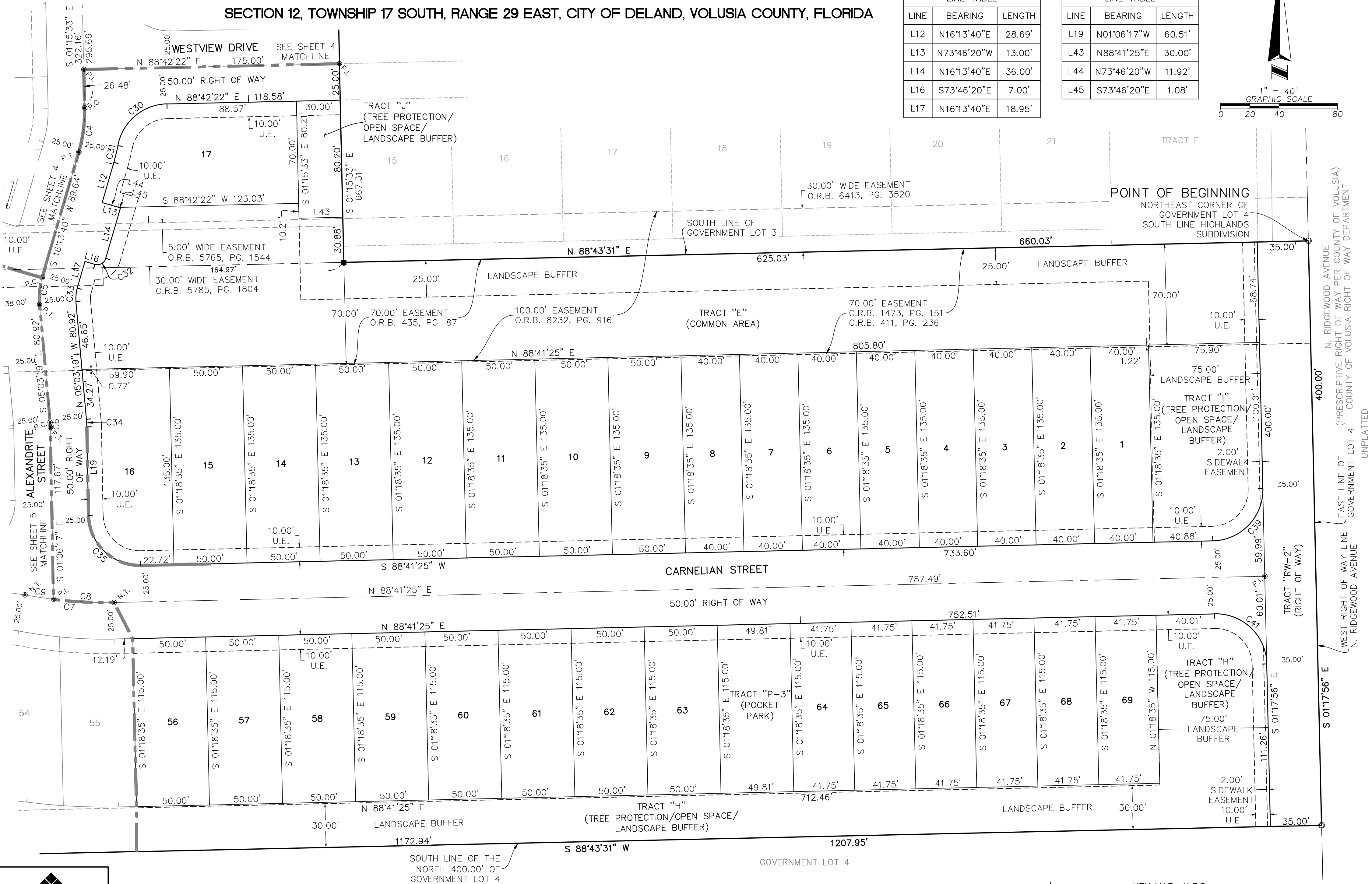
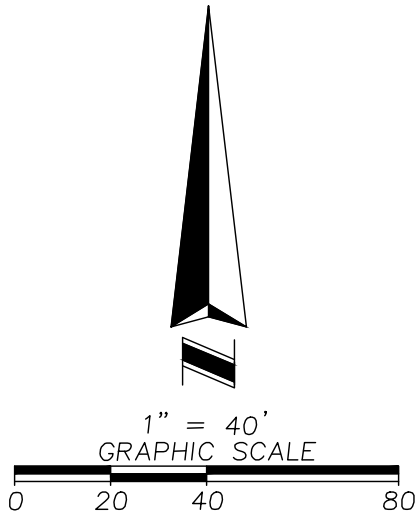
SHEET 6 OF 6

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LINE TABLE		
LINE	BEARING	LENGTH
L12	N16°13'40"E	28.69'
L13	N73°46'20"W	13.00'
L14	N16°13'40"E	36.00'
L16	S73°46'20"E	7.00'
L17	N16°13'40"E	18.95'

LINE TABLE		
LINE	BEARING	LENGTH
L19	N01°06'17"W	60.51'
L43	N88°41'25"E	30.00'
L44	N73°46'20"W	11.92'
L45	S73°46'20"E	1.08'



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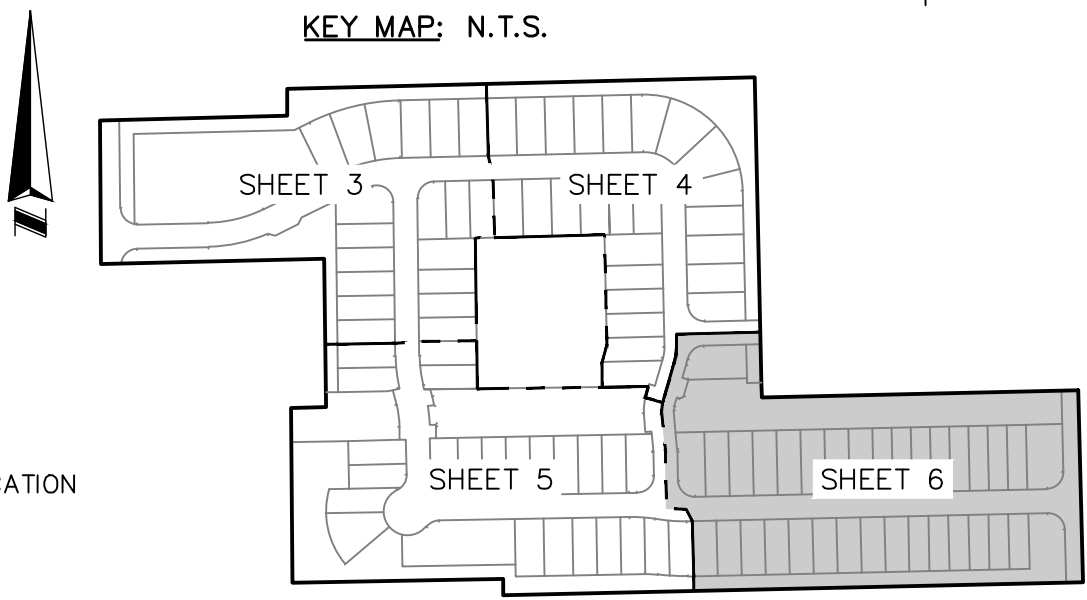
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CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C4	100.00'	S07°29'03"W	30.40'	17°29'12"	30.52'
C5	50.00'	S05°35'10"W	18.47'	21°16'59"	18.57'
C6	50.00'	S03°04'48"E	3.45'	03°57'02"	3.45'
C7	291.12'	S85°07'54"E	61.20'	12°03'57"	61.31'
C8	291.12'	S87°05'08"E	41.42'	08°09'29"	41.45'
C9	291.12'	S81°03'10"E	19.85'	03°54'28"	19.86'
C30	35.00'	N49°45'51"E	44.00'	77°53'01"	47.58'

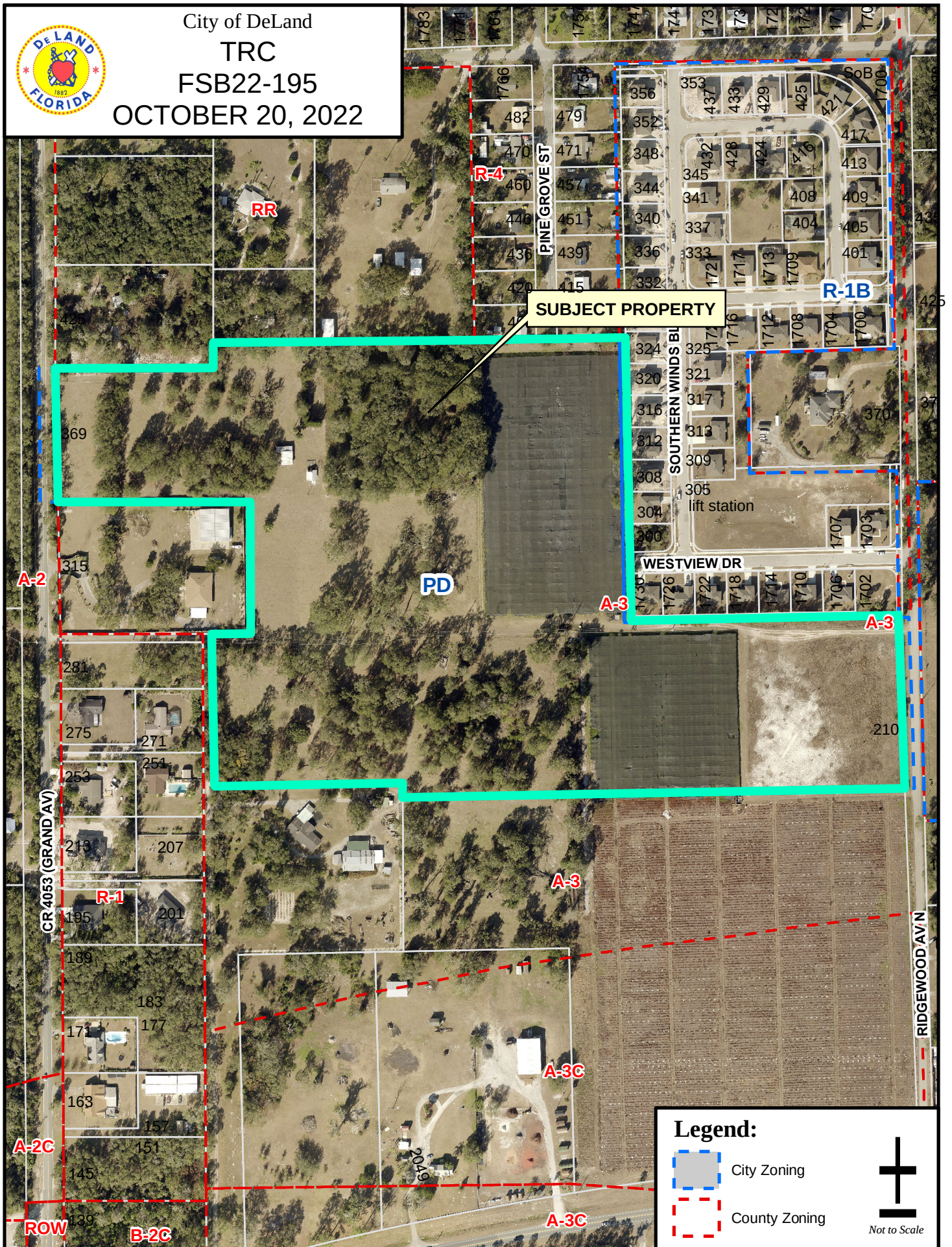
CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C31	125.00'	N13°31'30"E	11.79'	05°24'19"	11.79'
C32	6.00'	N61°13'40"E	8.49'	90°00'00"	9.42'
C33	25.00'	N05°35'10"E	9.23'	21°16'59"	9.29'
C34	75.00'	N03°04'48"W	5.17'	03°57'02"	5.17'
C35	35.00'	N46°12'26"W	49.59'	90°12'18"	55.10'
C39	35.00'	S43°41'44"W	49.49'	89°59'21"	54.97'
C41	35.00'	S46°18'16"E	49.50'	90°00'39"	54.98'

SHEET INDEX
SHEET 1 OF 6 - LEGAL DESCRIPTION, NOTES, LEGEND & DEDICATION
SHEET 2 OF 6 - BOUNDARY GEOMETRY
SHEET 3-6 OF 6 - LOT AND TRACT GEOMETRY





City of DeLand
TRC
FSB22-195
OCTOBER 20, 2022



CITY OF DELAND
Request for Commission Action
April 3, 2023

SUBJECT: Resolution Approving the Removal of One Historic Tree, Located at 1438 North Woodland Boulevard-Arby's Restaurant.

DEPARTMENT: Public Works

PREPARED BY: Mariellen Calabro

ATTACHMENTS: Resolution, Tree Advisory Committee Minutes, Arborist Inspector PowerPoint

APPROVED BY: Michael Pleus, City Manager, March 29, 2023

SUMMARY/HIGHLIGHT:

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Christopher Flynn has requested permission to remove one historic tree located at the Arby's Restaurant at 1438 N Woodland Blvd. The Land Development Regulations require that, before the removal of any historic trees should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

The City Forester has determined that the tree proposed for removal is a 37" DBH historic live oak in good condition. The applicant requested that the tree be approved for removal because it is causing issues with the building's concrete and plumbing that cannot be addressed without cutting large roots and damaging the tree.

At their March 16, 2023 meeting, the Tree Advisory Committee recommended APPROVAL of the removal of the 37" DBH historic tree based on a finding that it would not be economically or practically feasible to conduct the repairs without removing the tree.

The Tree Advisory Committee recommended that one hundred percent DBH replacement be required for the historic tree approved for removal. The minimum size for replacement trees is six-inch caliper and ten feet in height.

SUSTAINABILITY:

This project supports Strategic Hypothesis #5, Natural Resource Protection and Optimization, by removing this tree, which has outgrown its planting area and is causing damage, and replacing it with species that can survive long-term on the property.

FISCAL IMPACT:

This item does not have a fiscal impact on the City.

RECOMMENDATION:

At their March 16, 2023 meeting, the Tree Advisory Committee recommended APPROVAL of the removal of the historic Live Oak tree located at 1438 N Woodland Blvd. based on their determination that it would not be economically or practically feasible to conduct the repairs on the property without removing the tree.

The Tree Advisory Committee recommended that one hundred percent DBH replacement be required for this historic tree. The minimum size for replacement trees is six inch caliper and ten feet in height. The Tree Advisory Committee further recommended that Bald Cypress be planted around the existing retention pond to meet this requirement.

Staff recommends that the City Commission approve the removal of the historic tree with a total DBH of 37 inches with the requirement that the applicant replace the trees with trees of a minimum of six-inch caliper and ten feet height such that 37 total inches DBH of replacement trees are provided.

BACKGROUND/DISCUSSION:

Attached is a copy of the Arborist Inspector PowerPoint which includes a project location map and the Minutes from the March Tree Advisory Committee Meeting.

RESOLUTION NO. 2023 –

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
APPROVING THE REMOVAL OF A HISTORIC TREE LOCATED AT 1438
NORTH WOODLAND BOULEVARD; PROVIDING FOR A CONDITION AND
AN EFFECTIVE DATE.**

WHEREAS, the applicant, Christopher Flynn, is requesting permission to remove one historic tree located at 1438 North Woodland Boulevard (Arby's Restaurant); and

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

WHEREAS, on March 16, 2023, the Tree Advisory Committee recommended approval of the removal of the historic tree based on the finding that the repairs to the property cannot be properly completed without the removal of the tree; and

WHEREAS, on March 16, 2023, the Tree Advisory Committee also recommended that one hundred percent DBH replacement be required for the historic tree with a minimum size for replacement trees of six-inch caliper and ten feet height.

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

Section 1. The City Commission hereby approves removal of a historic tree located at 1438 North Woodland Boulevard (Arby's Restaurant) with a requirement for 100 percent DBH replacement with a minimum size for replacement trees of six-inch caliper and ten feet height.

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

PASSED AND DULY ADOPTED this 3rd day of April, 2023.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

Tree Advisory Committee Minutes (Special Meeting)

March 16, 2023

Call to Order: Steve Edgar called the meeting to order at 4:10 pm

Roll Call: Members present were Steve Edgar, Suze Peace, Howard Jeffries, Dani Keller, and Barbara Stockhausen. Tad Kasbeer and Dana Venrick were absent.

City staff members present were Chris Jackson, Mariellen Calabro, and Corrigan Loduha.

Approval of the Previous Meeting: Howard Jeffries motioned to approve minutes from the previous meeting. Suze Peace seconded the motion. The motion carried.

New Business:

New Business preceded Old Business in order to address Historic Tree Removal request by Chris Flynn, representing Arby's.

Arby's at 1438 N Woodland Blvd: Chris Jackson and Chris Flynn presented the request for removal. The tree proposed for removal is a 37" live oak in good condition, located at east side of building on the median adjacent to the Arby's drive thru. Roots have severely cracked the cement and destroyed the sewer line beneath the drive. Repairing the sewer line and replacing the cement would involve cutting several larger roots, which would damage the tree. Mariellen Calabro advised that the code, in this instance, would require 100 percent replacement using a minimum of six-inch caliper of an approved variety of canopy trees planted elsewhere on property.

Howard Jeffries made a motion to propose recommending approval of the removal, with replacement by cypress (likely multiple) at the side of stormwater retention pond on the south side of the restaurant with any remaining inches planted or contributed to the Tree Replacement Reserve Account at a rate of \$75 per inch not planted. The motion was seconded by Dani Keller, and the remaining members present were all in favor. Mariellen Calabro will submit an RCA to Commission for approval at city hall meeting on April 3, 2023 at 7:00 pm. Sewage line replacement and concrete work may commence, but tree may not be removed until Commission approves of the removal.

Old Business:

Three topics, Code of Ordinance update, Adopt-a-Tree, and the Timber Tour, will be held over until next scheduled meeting.

2023 Tree Giveaway: Mariellen Calabro confirmed this year's event will be held Saturday, April 29th. Members and volunteers are asked to arrive at 7:00 am, gates will open at 8:00 am. Chris Jackson reported around 1,000 trees will be available, varieties to include Bald Cypress, Elderberry, Live Oak,

Loquat, Persimmon, Silky Dogwood, Snowball, Southern Red Cedar, and Yellow Poplar. Mariellen Calabro reported that residents will be receiving TWO trees this year. Chris Jackson will contact Milkweed/garden club to inquire about setting up a butterfly tent/booth at the event.

Historic Tree Removal: 800 W Rich Ave: 48" Live Oak on N High St: We will remove from next agenda, as there has still been no permit submitted at this time.

Historic Tree Removal: Trinity Gardens: Mariellen Calabro reported that Commission has approved this removal, and this item will be removed from next agenda

CTC DeLand/Yardly Project: Mariellen Calabro reported no historic trees are proposed for removal there; item to be removed from agenda

Comments from Members:

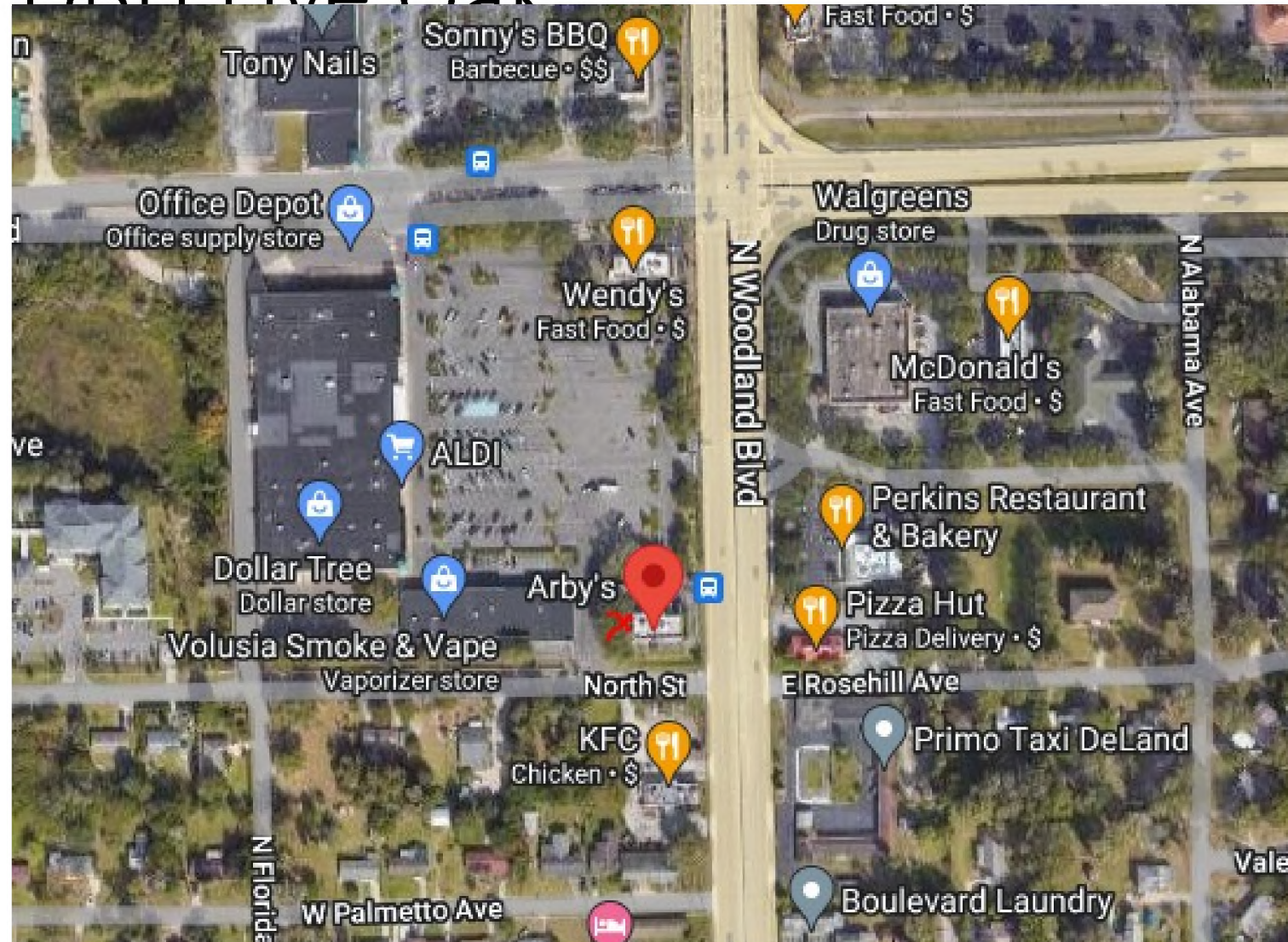
Suze Peace shared the locations of a couple of trees with potential for the proposed Timber Tour- a live oak on Stephens St, and an eastern cedar on Clara St near St Barnabas. Howard Jeffries has observed several live oaks on Woodland Blvd, north of the Speedway that could benefit from branch trimming. We need to look into the locations to determine whether they are city or private property. Steve Edgar had questions concerning medians, Mariellen Calabro informed that she will be attending a meeting on median plantings next week and will report back on this.

Adjourn: The meeting adjourned at 4:45 PM

Next Meeting: April 11, 2023 @5:15 PM

1438 N WOODLAND BLVD

37" DBH Live Oak















CITY OF DELAND
Request for Commission Action
April 3, 2023

SUBJECT: Resolution Approving or Denying Demolition of a Smokestack, Located at 1600 Essex Avenue, DeLand Municipal Airport and Resolution to Approve the Demolition of a Portion of an Existing Building.

DEPARTMENT: Planning

PREPARED BY: Belinda Collins, Senior Planner

ATTACHMENTS: Smokestack Demolition Resolution Approve Building Smokestack, Smokestack Demolition Resolution Approve Building Deny Smokestack, HPB Staff Report 1600 Essex Ave, 1600 Essex Building 2 Demo, Smoke Stack Investigation Letter 1600 Essex Rd, SMOKESTACK DNAS HISTORY, Photos smokestack

APPROVED BY: Michael Pleus, City Manager, March 29, 2023

SUMMARY/HIGHLIGHT:

The applicant is requesting approval of a demolition permit for a smokestack and a portion of an existing building located at 1600 Essex Avenue. The 3,600-square foot building was built in 1941. An 11,260 square-foot building addition was constructed in 1992. The entire western building totals 15,191 square feet. The site also includes other existing industrial buildings that are currently used for offices, cold storage and warehousing, and light manufacturing. The property and structures are owned by 1600 Essex Ave LLC. Due to the age of the 3,600 square foot portion of the building and the age of the smokestack, the items were sent to the Historic Preservation Board for review and recommendation prior to demolition.

A review of the smokestack history showed that the property is not recorded in the Florida Master Site File list, is not within a locally designated historic district, and it is not considered a contributing structure.

At their January 5, 2023 meeting, the Historic Preservation Board reviewed the demolition requests, for the smokestack and the older portion of the building (3,600 square feet). After deliberation, the HPB voted to continue the demolition request for the smokestack until additional historical information could be gathered and a structural analysis conducted to provide HPB with a better understanding of the history and the structural condition of the smokestack. The decision to continue the item did include a provision to allow for the demolition of the 3,600 square foot portion of the building.

At the March 2, 2023 meeting of the HPB, the board recommended denial of the demolition request for the smokestack, based on the findings that the smokestack is unique to DeLand, is the last structure of its kind within the City, is structurally sound, the smokestack could remain in place independently from the adjacent building, and importantly there are no plans for the reuse of the property where the smokestack is located.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

The demolition of the smokestack would result in the removal of a unique structure as part of the property improvements. Any future site improvements will be subject to the underlying zoning regulations and building code requirements.

FISCAL IMPACT:

There are no fiscal impacts for the demolition of the building.

RECOMMENDATION:

The Historic Preservation Board recommended that the City Commission approve the demolition of the 3,600-square foot portion of a 15,191 square building and deny the demolition of the smokestack.

BACKGROUND/DISCUSSION:

At the March 2, 2023 meeting of the HPB, a representative for the applicant stated that there is no intended use for the location of the smokestack and that it would be sodded over. The adjacent building is slated for demolition as per the original request. The applicant provided a structural analysis of the smokestack which assessed the condition of the smokestack to be stable. Board members expressed concerns regarding the demolition of the smokestack, as it is the last of its kind in the area and is structurally sound, they saw no rationale for its demolition because there were no plans for the reuse of the area where the smokestack is located and recommended denial of the request.

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, APPROVING A REQUEST TO DEMOLISH A 3,600 SQUARE FOOT PORTION OF A WAREHOUSE BUILDING AND A SMOKESTACK, BOTH CONSTRUCTED PRIOR TO 1950, LOCATED AT 1600 ESSEX AVENUE; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the applicant, Charles McDonald of Samsula Demolition, submitted a building permit application for demolition of a 3,600 square foot portion of an existing 15,191 building and an associated brick smokestack, both built prior to 1950, located at 1600 Essex Avenue; and

WHEREAS, the 3600 square foot structure is a non-descript warehouse building but the smokestack is a unique brick structure; and

WHEREAS, neither the building nor the smokestack is designated as historically significant, they are not located in a historic district, and are not considered contributing structures, but the smokestack is the only example of this type of structure in the City; and

WHEREAS, the applicant provided a structural analysis which concluded that there was not any visual evidence present suggesting imminent structural failure of the smokestack; and

WHEREAS, the property owner has no current plans to reuse or redevelop the area where the building and smokestack are located; and

WHEREAS, at its January 5, 2023, meeting, the Historic Preservation Board, in accordance with Section 33-35, recommended that the City Commission approve the application with respect to the demolition of the 3,600 square foot portion of the 15,191 square foot building; and

WHEREAS, at its March 2, 2023, meeting, the Historic Preservation Board, in accordance with Section 33-35, recommended that the City Commission approve deny the application with respect to the demolition of the smokestack.

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

Section 1. The foregoing preamble is hereby incorporated into and made a part of this Resolution.

Section 2. The City Commission hereby authorizes the demolition of a 3,600 square foot portion of the existing 15,191 square foot structure and demolition of a smokestack both constructed prior to 1950 located at 1600 Essex Avenue.

Section 3. 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 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 3rd day of April, 2023.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

RESOLUTION NO. 2023 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
APPROVING A REQUEST TO DEMOLISH A 3,600 SQUARE FOOT
PORTION OF A WAREHOUSE BUILDING AND DENYING A REQUEST
TO DEMOLISH A SMOKESTACK, BOTH CONSTRUCTED PRIOR TO
1950, LOCATED AT 1600 ESSEX AVENUE; PROVIDING FOR
SEVERABILITY; AND AN EFFECTIVE DATE.**

WHEREAS, the applicant, Charles McDonald of Samsula Demolition, submitted a building permit application for demolition of a 3,600 square foot portion of an existing 15,191 building and an associated brick smokestack, both built prior to 1950, located at 1600 Essex Avenue; and

WHEREAS, the 3600 square foot structure is a non-descript warehouse building but the smokestack is a unique brick structure; and

WHEREAS, neither the building nor the smokestack is designated as historically significant, they are not located in a historic district, and are not considered contributing structures, but the smokestack is the only example of this type of structure in the City; and

WHEREAS, the applicant provided a structural analysis which concluded that there was not any visual evidence present suggesting imminent structural failure of the smokestack; and

WHEREAS, the property owner has no current plans to reuse or redevelop the area where the building and smokestack are located; and

WHEREAS, at its January 5, 2023, meeting, the Historic Preservation Board, in accordance with Section 33-35, recommended that the City Commission approve the application with respect to the demolition of the 3,600 square foot portion of the 15,191 square foot building; and

WHEREAS, at its March 2, 2023, meeting, the Historic Preservation Board, in accordance with Section 33-35, recommended that the City Commission approve deny the application with respect to the demolition of the smokestack.

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

Section 1. The foregoing preamble is hereby incorporated into and made a part of this Resolution.

Section 2. The City Commission hereby authorizes the demolition of a 3,600 square foot portion of the existing 15,191 square foot structure constructed prior to 1950 located at 1600 Essex Avenue.

Section 3. The City Commission hereby denies the request to demolish the smokestack constructed prior to 1950 located at 1600 Essex Avenue.

Section 4. 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 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 3rd day of April, 2023.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

Staff Report
City of DeLand
HISTORIC PRESERVATION BOARD
January 5, 2023

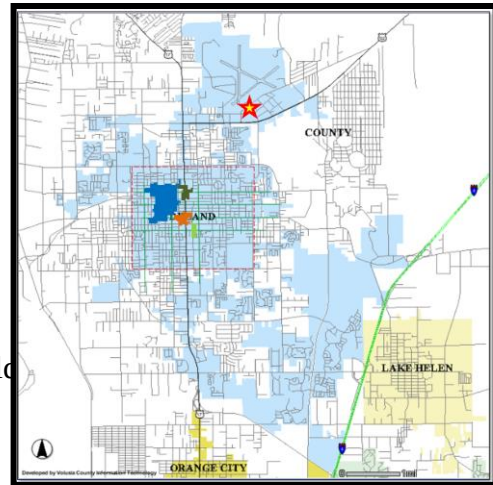
Application #: BD22-3388

Applicant name: Charles McDonald, Samsula Demolition

Request: Demolition of building, slab and brick smokestack

Factors:

Historic district	n/a
Location	1600 Essex Ave.
Year built	#1 & 2 - 1941/1950 #3 - 2003
Land use	Industrial
Zoning	M-1&A (Industrial & Airport)
Existing use	Lt. Industrial, storage warehouse 3,600 sf (25,667/15,191 sq. ft.) build 3.13 acre (136,500 sq. ft.)



Applicable regulations: 33-35.01.

Analysis

This property, located on the grounds of the DeLand Municipal Airport, is comprised of 3 structures and includes the smokestack. As described by the property appraiser's office, two of the buildings are constructed of concrete/masonry and the other of wood/open steel. Building 1 measures approximately 11,386 sq. ft., building 2 – 15,191 sq. ft. and building 3 – 25,667 sq. ft. Building uses are listed as office, cold storage/warehouse and light manufacturing. The smokestack is constructed of bricks and stands several stories high. The smokestack is not physically connected to any of the buildings and no direct evidence of when it was constructed was found. The property appraiser's office list buildings on the site to have been built as early as 1941. Plans for use of the property are unknown, however, the property is zoned for industrial and airport use.

Zoning map

Aerial map





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

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

33-35.01. *Generally.*

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

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

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

- a. The historic or architectural significance of the building, structure, or object;
The structure is not found to be located on the Florida Master Site File, however, it is acknowledged that this listing is only an inventory and has no special significance. No additional historic information has been found regarding this structure.
- b. The importance of the building, structure, or object to the ambiance of a district;
This property is located at the DeLand Municipal Airport which is located far north of the city's support district. The airport is comprised mainly of industrial and airport uses. There is the Chief Master of Arms Residence (910 Biscayne Blvd. - Florida's Historic World War II Military Resources MPS) located on the grounds of the airport, however, no other historical significance.
- c. The difficulty or the impossibility of reproducing such a building, structure or object because of its design, texture, material, detail, or unique location;
The structures are constructed of readily available materials such as concrete block, masonry, wood and steel. Given that these are standard building materials, it appears that the structures could easily be replicated. There are no unique features about any of the buildings.



- d. Whether the building, structure, or object is one of the last remaining examples of its kind in the neighborhood, the county, or the region;

The structures appear to be typical of industrial type buildings and there is no particular architectural style apparent.



- e. Whether there are definite plans for reuse of the property if the proposed demolition is carried out, and the effect of those plans on the character of the surrounding properties;
The application does not indicate what the future plans are for the site.
- f. Whether reasonable measures can be taken to save the building, structure, or object from collapse;
The exterior of the structures appear to be sound and the condition of the interior is unknown. An inspection reveals no rodent infestation.
- g. Whether the building, structure, or object is capable of earning reasonable economic return on its value.

The buildings (1,2,3) are valued at \$318,186, \$216,446 and \$1,686,598 respectively.

Conclusion: Neither the buildings or the smokestack that are the subject of this application have been found to be contributing buildings/structures and neither are they located within a local historic district. The applicant anticipates using the property for industrial use at some point in the future. The City Commission will grant final approval of the demolition.



Samsula Waste, Inc. dba Samsula Demolition

363 S State Road 415

New Smyrna Bch, FL 32168

P: (386) 423-6769 F: (386) 423-1436

We hereby submit specifications and estimates to:

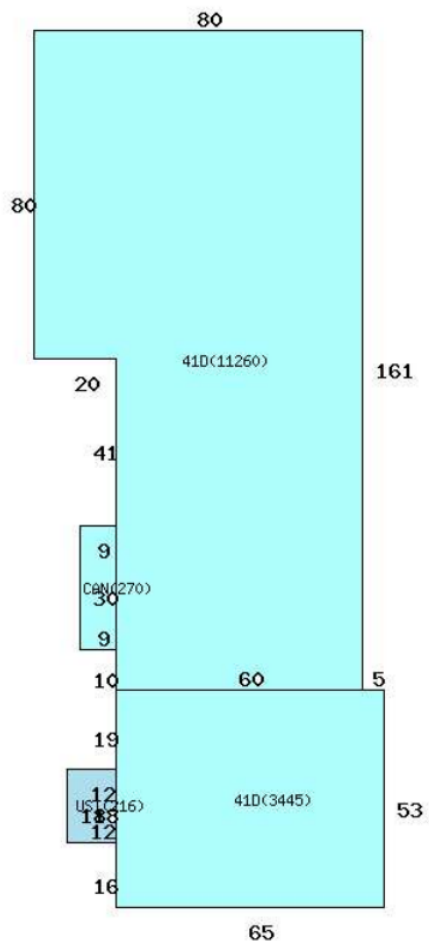
PROJECT: 1600 Essex Ave. Deland, FL

DESCRIPTION OF WORK:

- Demo permit, Mobilization of 2 excavators and 1 high lift, Silt fencing along building side of pond (if needed), Environmental survey, Supervision, Removal of building, Removal of brick smokestack (Total 3600 sf), Removal of slab, leveling of existing soils, Hydroseeding, Salvage rights, Trucking of debris to a licensed disposal facility including tipping fees.



Total Sq. Ft is 3600 to be demoed



Cost Value \$216,446

Summary of Commercial Sections Data

Line #	From-To Floor	Section Finish	Stories	Area	Total Area	Business Area	Year Blt
1	01 -01	41D - LIGHT MANUFACTURING, MIN FIN	1	3,445	3,445	3,445	
2	01 -01	41D - LIGHT MANUFACTURING, MIN FIN	1	11,260	11,260	11,260	1992
3	01 -01	UST - UNFINISHED UTILITY	1	216	216	N/A	1992
4	01 -01	CAN - CANOPY	1	270	270	N/A	1992
					15,191	14,705	



January 13, 2023

Attention: Gast Construction LLC
295 Van Hook Rd., DeLand, FL 32724

Subject: Smoke Stack Inspection
1600 Essex Road, DeLand, FL 32724

To Whom it May Concern,

Elite Engineering (EE) was engaged by Gast Construction to perform a visual, non-destructive investigation of the smoke stack located at the subject address. It is EE's understanding that a demolition application has been submitted to the City of DeLand. In response, the city has requested a letter from an Engineer addressing the general structural integrity.

EE conducted a visual, non-destructive site investigation the afternoon of Friday January 13th. The smoke stack was visually inspected from the ground with binoculars to examine any indicators of structural instability.

Exterior walls of the smoke stack contained surface cracks and other typical weathering. Interior walls and foundation were reviewed by removing the steel ash cleanout. None of the surface cracking present on the exterior walls transferred through the multiple layers of brick to the interior face. The overall alignment and condition of walls and foundation appeared to be in good condition.

Conclusion: At the time of inspection, there was not any visual evidence present suggesting imminent structural failure.

It is important to note that there were broken bricks and brick pieces surrounding the structure. Loose bricks were also present on the structure itself that could eventually fall. While this is a safety concern, the loose bricks are cosmetic in nature related to the overall structure. The loose bricks should be removed and replaced by an experienced mason.

Should you have questions or need additional detail, please contact me.

Sincerely,

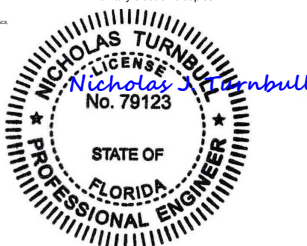
Nick Turnbull

Nick Turnbull, P.E.
FL License # 79123, CA31525

Attachments: Pictures (6)

This item has been electronically signed and sealed by Nicholas Turnbull, P.E. on the date specified using a digital signature. Printed copies of this document are not considered signed and sealed and the authentication code must be verified on any electronic copies.

Nicholas J Turnbull



STRUCTURAL & CIVIL ENGINEERING
ELITE ENGINEERING OF DeLAND
 125 East Indiana Ave, Suite A-2, DeLand, FL

Pictures



Digitally signed by Nicholas J Turnbull
DN: cn=Nicholas J Turnbull,
ou=Elite Engineering, o=Elite Engineering,
email=NJB@ELITEENGINEERING.COM,
c=US
Nicholas J Turnbull

STRUCTURAL & CIVIL ENGINEERING
ELITE ENGINEERING OF DeLAND
125 East Indiana Ave, Suite A-2, DeLand, FL



Nicholas J Turnbull

Digitally signed by Nicholas J Turnbull
DN: cn=Nicholas J Turnbull,
c=US, email=nicolas.turnbull@elite-engineering.com,
ou=Elite Engineering, ou=DeLand, ou=FL, ou=USA,
date=2023.02.06 14:47:24-0500

STRUCTURAL & CIVIL ENGINEERING
ELITE ENGINEERING OF DeLAND
125 East Indiana Ave, Suite A-2, DeLand, FL



Nicholas J Turnbull

Digitally signed by Nicholas J Turnbull
DN: cn=Nicholas J Turnbull,
o=ELITE ENGINEERING OF DeLAND,
c=FL

STRUCTURAL & CIVIL ENGINEERING
ELITE ENGINEERING OF DeLAND
125 East Indiana Ave, Suite A-2, DeLand, FL




Nicholas J Turnbull

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Nicholas J Turnbull

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STRUCTURAL & CIVIL ENGINEERING
ELITE ENGINEERING OF DeLAND
125 East Indiana Ave, Suite A-2, DeLand, FL



DeLAND NAVAL AIR STATION MUSEUM HISTORY 1942-1946

SMOKESTACK INFORMATION

The DeLand Naval Air Station Museum volunteers recently received several inquiries about an existing smokestack at the DeLand Airport that was initially used at the DeLand Naval Air Station during WWII. Many of our WWII Veterans who were members of the museum have passed away, but they spoke about the smokestacks many times. Contact was made with Airport Manager John Eiff as well as several longtime DeLand residents asking for any recollections about the smokestacks they could provide. The following information was collected:

Per John Eiff, the smokestack that is still standing is not actually on City property and not under the airport's jurisdiction. It is crumbling and will most likely have to be torn down in the future.

A check with local residents who have followed the history of the base and received the following information:

There was a circular stack of 'red brick' about 35/40 feet high. The government's one size fits all. There was no individual heat to the buildings on the Base Steam Heat was "piped" to the buildings that required it. "If it was good enough to work in Alaska it would work in FL" There also was a second "Stack" about 20' high for the garbage dump. There was another smokestack for burning on Marsh Road but that has also been torn down.

Another member advised that he was told by our long-time community historian the late Bill Dreggors, that there was a slaughterhouse next to the smokestack. Speculation only made them wonder if the furnace could have been used as a crematory for the disposal of the remnants of the cattle. Just speculation on that but if there was a second stack used for burning garbage that could have been the case.

At this point, we don't have any additional information but will advise if further details become available.

Barbara Dunn Storz, Volunteer
DeLand Naval Air Station Museum, Inc
dnas.museum.org@gmail.com





