



**CITY OF DELAND**  
**REGULAR MEETING OF THE CITY COMMISSION**  
**APRIL 17, 2023 AT 7:00 PM**  
**CITY HALL, COMMISSION CHAMBERS**  
**120 SOUTH FLORIDA AVENUE**

**AGENDA**

**CALL TO ORDER**

**INVOCATION-Pastor Reggie Williams, Emmanuel Christian Church**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PRESENTATIONS**

1. Resolution No. 2023-25, Honoring the Retirement of Mike Holmes.
2. Resolution No. 2023-23, Honoring the Retirement of Larry Howard.
3. Resolution No. 2023-24, Honoring the Retirement of Craig Leonard.
4. Employee Years of Service Award.
5. Battalion Chief Pinning Ceremony: Jon Hollman, Harry Taylor, Brad Cory, Deputy Fire Marshal-Jamie Lunsford.
6. Firefighter Introductions: Crystal Hayes, Sebastian McCormick, William "Bill" Mathis.
7. Certificate of Recognition to Isaac Garrison.
8. Certificate of Recognition to Kenneth Jackson.

**CONSENT AGENDA**

1. Resolution Approving FY 2022-2023 Budget Amendment.  
Presentation of a budget amendment for FY 2022/2023.
2. Consideration re Collective Bargaining Agreement with the International Union of Police Association (IUPA) for Fiscal Year 2022-2023.  
Collective Bargaining Agreement with the Police IUPA for FY 2022-2023.
3. Resolution Approving the Sole Source Purchase of a Landoll Trailer to Haul Equipment.  
It is recommended that the City Commission approve the resolution authorizing the sole source purchase of a Landoll Trailer from Florida Utility Trailers, in the amount of \$119,893.00.
4. Resolution Approving City Works Enterprise Annual Sole Source License Agreement.

Staff recommends the City Commission approve the Resolution authorizing the sole source purchase of the City Works Enterprise annual license agreement.

5. Consideration re Award of Bid for the 2022 Water Main Improvements.

Staff recommends that the City Commission award the 2022 Water Main Improvements to General Underground in the amount of \$2,249,983.00.

6. Consideration re Grant of Easement to Duke Energy, DeLeon Springs Master Pump Station.

Staff recommends that the City Commission approve the easement granting Duke Energy the right to extend power service to the new master pump station.

7. Consideration re Change Order No. 4, WRF Digester Upgrades & Improvement.

Staff recommends that the City Commission approve Change Order No. 4 allowing SGS Contracting Services to perform the work necessary to close out the work on WRF Digester Upgrades and Improvements located at the Wiley M. Nash WRF.

## **PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT**

### **NEW BUSINESS**

1. First Reading of Ordinance Annexing 0.76 Acre of Property Located at 230 East International Speedway Boulevard.

The City Commission is requested to approve the annexation of the subject property for the commercial redevelopment of approximately 0.76 acre of property located at 230 East International Speedway Boulevard.

2. First Reading of Ordinance Changing the Land Use of 0.76 Acre of Property From Volusia County's Urban Medium Intensity (UMI) to City of DeLand Highway Commercial (HC) Located at 230 East International Speedway Boulevard.

This request is to amend the land use designation for 0.76 acre of property located at 230 East International Speedway Boulevard from Volusia County Urban Medium Intensity to City of DeLand Highway Commercial.

3. First Reading of Ordinance Changing the Zoning From Volusia County B-4/B-4CA (General Commercial) to City of DeLand C-2 (General Commercial), For Approximately 2.32 Acres of Property Located at 210 and 230 East International Speedway Boulevard.

The City Commission is requested to approve the rezoning of these parcels to City of DeLand C-2, General Commercial, for the purpose of redeveloping 2.32 acres of property under the city's land development regulations.

4. Resolution Approving Final Plat for the Woodland Crossings Subdivision Located at the West Side of Woodland Boulevard, North of Violetwood Road-Replat of Lot 2.

The applicant is seeking approval of the Replat of Lot 2 of Woodland Crossings. All comments from staff, the city attorney and city surveyor have been satisfied.

## **CITY COMMISSION REPORTS**



1. Report re Elected Officials Round Table.
2. Report re River-to-Sea TPO.
3. Report re River of Lakes Heritage Corridor.

## **CITY MANAGER REPORT**

## **CITY ATTORNEY REPORT**

## **CITY CLERK REPORT**

## **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](http://www.deland.org).



# The CITY OF DELAND

Volusia County, Florida

## RESOLUTION NO. 2023 - 25

### **A RESOLUTION OF APPRECIATION AND RECOGNITION BY THE CITY COMMISSION OF THE CITY OF DELAND, FLORIDA, TO MIKE HOLMES HIS RETIREMENT AFTER 25 YEARS OF SERVICE TO THE CITY OF DELAND; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Mike Holmes joined the Community Development Department - Planning Division on August 24, 1998 as Planning Director and has been a dedicated and dependable leader of the department during a time when the city's population doubled from approximately 20,000 to 40,000 residents and more than 4,180 acres were annexed into the city; and

**WHEREAS**, He was the city's emergency management liaison with Volusia County through 8 major hurricanes and several floods, tornadoes, and forest fires; and

**WHEREAS**, Mike led a Florida Planning & Zoning Association (FPZA) award winning team on the revitalization of Georgia Avenue; and

**WHEREAS**, He created or reviewed over 2,900 agenda items for the Planning Board and City Commission, including the annexation, comprehensive plan amendments and rezoning of Victoria Park; and

**WHEREAS**, Mike led the Planning Department on the creation of the city's 2050 vision plan in 2010; and

**WHEREAS**, He acted as the City's technical representative to the River to Sea Transportation Planning Organization, keeping city staff informed of proposals and projects that impacted the city; and

**WHEREAS**, Mike will continue his involvement in the planning profession through his research on the impacts of micro-breweries on local economies; and

**WHEREAS**, we join the residents of DeLand, Florida in congratulating Mike Holmes as he retires from a lifetime of hard work and public service as the city's Planning Director, we wish him continued health, happiness and success in the years to come.

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

**Section 1.** That the City Commission of the City of DeLand does hereby honor Mike Holmes for his 25 years of service to the City and for the faithful, diligent and responsible manner in which he performed his duties.

**Section 2.** This resolution shall be spread upon the minutes of the City Commission of the City of DeLand as part of the permanent memento of the City's thanks and appreciation to Mike Holmes.

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

**PASSED AND DULY ADOPTED** this 17<sup>th</sup> day of April 2023.

Attest:

---

Christopher M. Cloudman  
Mayor - Commissioner

---

Julie A. Hennessy, City Clerk - Auditor



# The CITY OF DELAND

Volusia County, Florida

## RESOLUTION NO. 2023 - 23

### **A RESOLUTION OF APPRECIATION AND RECOGNITION BY THE CITY COMMISSION OF THE CITY OF DELAND, FLORIDA, TO LARRY HOWARD UPON HIS RETIREMENT AFTER 25 YEARS OF SERVICE TO THE CITY OF DELAND; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Larry Howard joined the Parks & Recreation Department on March 9, 1998 as a Maintenance Worker and has been a dedicated and dependable staff member; and

**WHEREAS**, Larry has single-handedly maintained the Chisholm Community Center, which includes five acres of land and infrastructure such as a commercial sized pool, gymnasium and a community garden; and

**WHEREAS**, while honoring the notable African-Americans of the DeLand community as the foundation of the Chisholm Community Center's objectives, he was able to create the "History Hallway" at the Center which highlights notable African-American musicians, first responders, military personnel, politicians and career professionals; and

**WHEREAS**, Larry has become a staple of the community through his activism and exemplary service, specifically with our DeLand youth; and

**WHEREAS**, we join the residents of DeLand, Florida in congratulating Larry Howard as he retires from a lifetime of hard work and public service as the Maintenance Specialist at the Chisholm Community Center, we wish him continued health, happiness and success in the years to come.

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

**Section 1.** That the City Commission of the City of DeLand does hereby honor Larry Howard for his 25 years of service to the City and for the faithful, diligent and responsible manner in which he performed his duties.

**Section 2.** This resolution shall be spread upon the minutes of the City Commission of the City of DeLand as part of the permanent memento of the City's thanks and appreciation to Larry Howard.

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

**PASSED AND DULY ADOPTED** this 17<sup>th</sup> day of April 2023.

Attest:

\_\_\_\_\_  
Christopher M. Cloudman  
Mayor - Commissioner

\_\_\_\_\_  
Julie A. Hennessy, City Clerk - Auditor



# The CITY OF DELAND

Volusia County, Florida

## RESOLUTION NO. 2023 - 24

### **A RESOLUTION OF APPRECIATION AND RECOGNITION BY THE CITY COMMISSION OF THE CITY OF DELAND, FLORIDA, TO CRAIG LEONARD UPON HIS RETIREMENT AFTER 41 YEARS OF SERVICE TO THE CITY OF DELAND; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, in 1974, Craig Leonard started part time in the summer activities program and then was hired full time as a Maintenance Worker at Conrad Park on October 1, 1982; and

**WHEREAS**, in 1986, after the Sperling Sports Complex was completed, Craig transferred there as a Maintenance Worker to maintain the ball fields; and

**WHEREAS**, during his employment, “CL” also worked after hours coaching T-Ball, Babe Ruth Baseball and Youth Basketball and played softball for many years with American Legion Baseball players and many former part time workers in the Parks and Recreation Department; and

**WHEREAS**, “CL” has been one of the most dedicated Parks and Recreation staff members, has always been passionate about providing the best services to the DeLand Community and has been an encyclopedia when anyone has needed information regarding the Parks and Recreation Department; and

**WHEREAS**, Craig is one of the longest serving Parks and Recreation employees, and his 41 years of service is second only to former Director Tom Sperling’s 44 years; and

**WHEREAS**, we join the residents of DeLand, Florida in congratulating Craig Leonard as he retires from a lifetime of hard work and public service as the Maintenance Specialist at the Sperling Sports complex, we wish him continued health, happiness and success in the years to come.

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

**Section 1.** That the City Commission of the City of DeLand does hereby honor Craig Leonard for his 41 years of service to the City and for the faithful, diligent and responsible manner in which he performed his duties.

**Section 2.** This resolution shall be spread upon the minutes of the City Commission of the City of DeLand as part of the permanent memento of the City’s thanks and appreciation to Craig Leonard.

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

**PASSED AND DULY ADOPTED** this 17<sup>th</sup> day of April 2023.

Attest:

---

Christopher M. Cloudman  
Mayor - Commissioner

---

Julie A. Hennessy, City Clerk - Auditor

**CITY OF DELAND**  
**Request for Commission Action**  
**April 17, 2023**

**SUBJECT:** Employee Years of Service Award.

**DEPARTMENT:** Human Resources

**PREPARED BY:** Mark Hayward, HR Director

**ATTACHMENTS:**

**APPROVED BY:** Michael Pleus, City Manager, April 10, 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 presents them with a plaque.

**10 Years of Service**

Luis Nunez, Public Works

**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



**The CITY OF DELAND**  
Volusia County, Florida

***Certificate of Recognition  
Presented to Isaac Garrison***

*Whereas, the 2023 Volusia County Schools Social Studies Fair was themed Frontiers in History; and*

*Whereas, St. Barnabas student, Isaac Garrison crafted the City Seal out of felt and researched the history of the City Seal; and*

*Whereas, Isaac created his project to represent Henry Addison DeLand and his vision for the frontier of Persimmon Hollow to be a vibrant community built upon Faith, Hope, and Charity; and*

*Whereas, in 1882, the city seal was developed as a visual representation of what Henry DeLand had inspired; and*

*Whereas, Isaac chose to craft the seal because it is visible all around DeLand and that the cross represents faith, the anchor represents hope and the heart represents charity; and*

*Whereas, Isaac hand cut each piece of felt and with the help of his parents, hot glued his crafted city seal and has offered to donate his project to the City of DeLand where it will be displayed in the City Commissioners office on the third floor of City Hall.*

*Now, therefore, I, Christopher M. Cloudman, Mayor of the City of DeLand, and on behalf of the City Commission and all our citizens do hereby tender this Certificate of Recognition to Isaac Garrison for his dedication to his Social Studies Fair Project and for graciously donating it to the City of DeLand.*

***Done and proclaimed*** this 17<sup>th</sup> day of April 2023.

---

Christopher M. Cloudman, Mayor

*Attest*

---

Julie A. Hennessy, City Clerk - Auditor



**The CITY OF DELAND**  
Volusia County, Florida

***Certificate of Recognition  
Presented to Kenneth Jackson***

***Whereas,*** Kenneth Jackson is a senior at DeLand High School and the Youth of the Year for the Lacey Family Spring Hill Boys & Girls Club; and

***Whereas,*** on February 4, 2023, Kenneth competed with seven other youths representing their clubs as Youth of the Year. Each candidate was judged on a three-minute speech and by writing three essays, "What Matters to Me?", "My Club Experience" and "When I Grow Up"; and

***Whereas,*** on February 24<sup>th</sup>, Kenneth was chosen to represent the Boys & Girls Clubs of Volusia/Flagler Counties as the 2023 Youth of the Year, the highest honor anyone can have at the Boys & Girls Club; and

***Whereas,*** Kenneth has been a member of the Lacey Family Club for six years, and now works as a Jr. staff and mentor to the youth. He is also an active member of the DeLand Police Department Youth Cadets, with the aspiration to represent his community as a DeLand Policeman after graduating from DeLand High School; and

***Whereas,*** Kenneth's next step is to represent the Lacey Family Club at the State Level in Port St. Lucie, Florida on April 20-22, 2023.

***Now, therefore,*** I, Christopher M. Cloudman, Mayor of the City of DeLand, and on behalf of the City Commission and all our citizens do hereby tender this Certificate of Recognition to Kenneth Jackson and congratulate him on the honor of representing the Lacey Family Spring Hill Boys & Girls Club as Youth of the Year and wish him well at the State Level.

***Done and proclaimed*** this 17<sup>th</sup> day of April 2023.

---

Christopher M. Cloudman, Mayor

Attest

---

Julie A. Hennessy, City Clerk - Auditor

**CITY OF DELAND**  
**Request for Commission Action**  
**April 17, 2023**

**SUBJECT:** Resolution Approving FY 2022-2023 Budget Amendment.

**DEPARTMENT:** Finance

**PREPARED BY:** Daniel Stauffer, Finance Director

**ATTACHMENTS:** Resolution, FY 22-23 Budget Amendment Details

**APPROVED BY:** Michael Pleus, City Manager, April 10, 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:**

The proposed budget amendment includes the purchase of a new unmarked Police CID vehicle being paid for by savings in equipment maintenance. A Lead Worker in the Streets division is being repurposed as a Sign Maintenance Technician, which will save the City approximately \$2,000 in FY 22/23. A new scoreboard computer system at Spec Martin Stadium is needed as the old computer system recently crashed and is too obsolete to rebuild. It will be funded from General Fund capital reserves.



The proposed budget amendment increases the budget for the Downtown Mini Sweeper by \$53,070. It is being funded by eliminating the replacement of 4 mowers.

There is additional funding of \$1,300 for a Chevy Traverse in Utilities Admin being paid for by savings on the Portable Message Board. Lastly, emergency lining on North Florida Avenue is needed to eliminate sewer leakage and is funded by reserve contingencies.

## RESOLUTION NO. 2023 -

### A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE BUDGET FOR THE GENERAL FUND, CAPITAL FUND AND WATER AND SEWER 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    |
|---------------------|----------------------------------|-------------------|----------------|----------------|-------------------|
| <b>REVENUES</b>     |                                  | <b>48,484,622</b> | <b>74,917</b>  | <b>65,070</b>  | <b>48,494,469</b> |
|                     | <b>Other Sources Revenue</b>     |                   |                |                |                   |
| 001-0000-380-000    | USE OF RESERVES                  | 4,200,268         | 74,917         | 65,070         | 4,210,115         |
| <b>EXPENDITURES</b> |                                  | <b>48,484,622</b> | <b>137,895</b> | <b>128,048</b> | <b>48,494,469</b> |
|                     | <b>Police</b>                    |                   |                |                |                   |
| 001-1226-546-400    | EQUIPMENT MAINTENANCE            | 306,371           | 0              | 62,978         | 243,393           |
|                     | <b>Streets</b>                   |                   |                |                |                   |
| 001-1302-412-100    | REGULAR SALARIES & WAGES         | 554,902           | 0              | 2,000          | 552,902           |
|                     | <b>Transfers</b>                 |                   |                |                |                   |
| 001-9999-991-300    | TRANSFER TO CAPITAL PROJECT FUND | 3,901,186         | 137,895        | 63,070         | 3,976,011         |

#### CAPITAL FUND

| Account Number          | Account Description                       | Current Budget   | Increase       | Decrease      | Revised Budget   |
|-------------------------|-------------------------------------------|------------------|----------------|---------------|------------------|
| <b>REVENUES</b>         |                                           | <b>9,472,410</b> | <b>137,895</b> | <b>63,070</b> | <b>9,547,235</b> |
|                         | <b>Other Sources Revenue</b>              |                  |                |               |                  |
| 300-9999-381-001        | TRANSFER FROM GENERAL FUND                | 3,904,186        | 137,895        | 63,070        | 3,979,011        |
| <b>EXPENDITURES</b>     |                                           | <b>9,472,410</b> | <b>137,895</b> | <b>63,070</b> | <b>9,547,235</b> |
|                         | <b>Police</b>                             |                  |                |               |                  |
| 300-1226-664-000-PD2313 | UNMARKED CID VEHICLE                      | 0                | 62,978         | 0             | 62,978           |
|                         | <b>Streets</b>                            |                  |                |               |                  |
| 300-1302-664-000-PW2310 | REPLACE MOWER 132INM520                   | 15,455           | 0              | 15,455        | 0                |
| 300-1302-664-000-PW2311 | REPLACE MOWER 132INM521                   | 15,455           | 0              | 15,455        | 0                |
| 300-1302-664-000-PW2312 | REPLACE MOWER 132M507                     | 15,455           | 0              | 15,455        | 0                |
|                         | <b>Urban Beautification</b>               |                  |                |               |                  |
| 300-1304-664-000-PW2313 | REPLACE 1340188 MINI SWEEPER              | 126,293          | 53,707         | 0             | 180,000          |
| 300-1304-664-000-PW2315 | REPLACE 134MOW7 MOWER                     | 16,705           | 0              | 16,705        | 0                |
|                         | <b>Parks</b>                              |                  |                |               |                  |
| 300-1403-664-000-PR2319 | SCOREBOARD COMPUTER SYSTEM AT SPEC MARTIN | 0                | 21,210         | 0             | 21,210           |

## WATER & SEWER FUND

| Account Number          | Account Description                 | Current Budget    | Increase     | Decrease     | Revised Budget    |
|-------------------------|-------------------------------------|-------------------|--------------|--------------|-------------------|
| <b>REVENUES</b>         |                                     | <b>89,627,510</b> | <b>0</b>     | <b>0</b>     | <b>89,627,510</b> |
| <b>EXPENDITURES</b>     |                                     | <b>89,627,510</b> | <b>1,300</b> | <b>1,300</b> | <b>89,627,510</b> |
|                         | <b>Utilities Administration</b>     |                   |              |              |                   |
| 401-4201-664-000-UT2301 | VEHICLE # 298 - 2022 CHEVY TRAVERSE | 40,900            | 1,300        | 0            | 42,200            |
|                         | <b>Water Distribution</b>           |                   |              |              |                   |
| 401-4204-664-000-UT2308 | PORTABLE MESSAGE BOARD              | 20,874            | 0            | 1,300        | 19,574            |
|                         | <b>Wastewater Collection</b>        |                   |              |              |                   |
| 401-4210-663-000-UT2332 | SEWER LINE REHABILITATION           | 150,000           | 24,944       | 0            | 174,944           |
|                         | <b>Contingency</b>                  |                   |              |              |                   |
| 401-9990-999-200        | RESERVE CONTINGENCY                 | 968,859           | 0            | 24,944       | 943,915           |

**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, 2023-07 and 2023-18.

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

**PASSED AND DULY ADOPTED** this 17<sup>th</sup> 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                                                                                                                                                                                                                             |
|-------------------------------|-------------------------------------------|----------------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>GENERAL FUND</b>           |                                           |                |                |                                                                                                                                                                                                                                         |
| <b>REVENUES</b>               |                                           | <b>74,917</b>  | <b>65,070</b>  |                                                                                                                                                                                                                                         |
| 001-0000-380-000              | USE OF RESERVES                           | 74,917         | 65,070         | increase funding for Scoreboard Computer System at Spec Martin (\$21,210) and Downtown Mini Sweeper (\$53,707) and decrease funding for changing a Lead Worker to a Sign Maintenance Technician and for 4 Mower Replacements (\$63,070) |
| <b>EXPENDITURES</b>           |                                           | <b>137,895</b> | <b>128,048</b> |                                                                                                                                                                                                                                         |
| 001-1226-546-400              | EQUIPMENT MAINTENANCE                     |                | 62,978         | decrease appropriation for PD vehicle conversions                                                                                                                                                                                       |
| 001-1302-412-100              | REGULAR SALARIES & WAGES                  |                | 2,000          | decrease appropriation for changing a Lead Worker to a Sign Maintenance Technician                                                                                                                                                      |
| 001-9999-991-300              | TRANSFER TO CAPITAL PROJECT FUND          | 137,895        | 63,070         | increase appropriation for new CID vehicle (\$62,978), Scoreboard Computer System at Spec Martin (\$21,210) Downtown Mini Sweeper (\$53,707) and decrease appropriation for 4 Mower Replacements (\$63,070)                             |
| <b>CAPITAL FUND</b>           |                                           |                |                |                                                                                                                                                                                                                                         |
| <b>REVENUES</b>               |                                           | <b>137,895</b> | <b>63,070</b>  |                                                                                                                                                                                                                                         |
| 300-9999-381-001              | TRANSFER FROM GENERAL FUND                | 137,895        | 63,070         | increase funding for new CID vehicle (\$62,978), Scoreboard Computer System at Spec Martin (\$21,210) Downtown Mini Sweeper (\$53,707) and decrease funding for 4 Mower Replacements (\$63,070)                                         |
| <b>EXPENDITURES</b>           |                                           | <b>137,895</b> | <b>63,070</b>  |                                                                                                                                                                                                                                         |
| 300-1226-664-000-PD2313       | UNMARKED CID VEHICLE                      | 62,978         |                | increase appropriation for new CID vehicle                                                                                                                                                                                              |
| 300-1302-664-000-PW2310       | REPLACE MOWER 132INM520                   | -              | 15,455         | decrease appropriation for mower replacement                                                                                                                                                                                            |
| 300-1302-664-000-PW2311       | REPLACE MOWER 132INM521                   | -              | 15,455         | decrease appropriation for mower replacement                                                                                                                                                                                            |
| 300-1302-664-000-PW2312       | REPLACE MOWER 132M507                     | -              | 15,455         | decrease appropriation for mower replacement                                                                                                                                                                                            |
| 300-1304-664-000-PW2313       | REPLACE 1340188 MINI SWEEPER              | 53,707         | -              | increase appropriation for Downtown Mini Sweeper                                                                                                                                                                                        |
| 300-1304-664-000-PW2315       | REPLACE 134MOW7 MOWER                     | -              | 16,705         | decrease appropriation for mower replacement                                                                                                                                                                                            |
| 300-1403-664-000-PR2319       | SCOREBOARD COMPUTER SYSTEM AT SPEC MARTIN | 21,210         |                | increase appropriation for Scoreboard Computer System at Spec Martin                                                                                                                                                                    |
| <b>WATER &amp; SEWER FUND</b> |                                           |                |                |                                                                                                                                                                                                                                         |
| <b>REVENUES</b>               |                                           | <b>0</b>       | <b>0</b>       |                                                                                                                                                                                                                                         |
| <b>EXPENDITURES</b>           |                                           | <b>26,244</b>  | <b>26,244</b>  |                                                                                                                                                                                                                                         |
| 401-4201-664-000-UT2301       | VEHICLE # 298 - 2022 CHEVY TRAVERSE       | 1,300          |                | increase appropriation for Chevy Traverse                                                                                                                                                                                               |
| 401-4204-664-000-UT2308       | PORTABLE MESSAGE BOARD                    |                | 1,300          | decrease appropriation for Portable Message Board                                                                                                                                                                                       |
| 401-4210-663-000-UT2332       | SEWER LINE REHABILITATION                 | 24,944         |                | increase appropriation for N Florida Ave Emergency Lining                                                                                                                                                                               |
| 401-9990-999-200              | RESERVE CONTINGENCY                       |                | 24,944         | decrease appropriation for N Florida Ave Emergency Lining                                                                                                                                                                               |

**CITY OF DELAND**  
**Request for Commission Action**  
**April 17, 2023**

**SUBJECT:** Consideration re Collective Bargaining Agreement with the International Union of Police Association (IUPA) for Fiscal Year 2022-2023.

**DEPARTMENT:** Human Resources

**PREPARED BY:** Mark Hayward, HR Director

**ATTACHMENTS:** DeLand CBA with IUPA FY 2022-23 for Ratification(46658957.1)(46658957.1) FINAL (1), PD Rate Changes March 1, 2023 FINAL, CBA ratifications vote 2022-2023

**APPROVED BY:** Michael Pleus, City Manager, April 10, 2023

---

**SUMMARY/HIGHLIGHT:**

The most recent Collective Bargaining Agreement (CBA) with the IUPA bargaining unit (Police) expired on September 30, 2022. During the past several months, City staff along with the IUPA bargaining leadership team have negotiated the attached CBA with the Union for Fiscal Year 2022-2023. There will be no retro pay with this CBA and changes will go in effective with the next payroll cycle after its adoption by City Commission.

Other changes to note with this CBA:

The starting hourly rate for new officers will be increased from \$22.42 to \$23.00 an hour.

All officers with an annual evaluation of meets standards or better will receive a 5% increase in their hourly rate and an extra .25 cents in addition.

Officers in their probationary year will be moved to the new minimum of \$23.00 an hour plus a .25 cent increase to their hourly rate.

Officers hired on or after the effective date of this CBA will be hired at the \$23.00 an hour rate.

**STRATEGIC PLAN FOCUS AREA/ACTION STEP:**

High Value Government

**SUSTAINABILITY:**

N/A

**FISCAL IMPACT:**

The total cost of the pay adjustments is \$120,531 and is included in the FY 2022-2023 budget.

**RECOMMENDATION:**

Staff recommends approval of the collective bargaining agreement with IUPA for FY 2022-2023.

**BACKGROUND/DISCUSSION:**

N/A

CITY OF DELAND  
AND  
INTERNATIONAL UNION OF POLICE ASSOCIATIONS,  
AFL-CIO  
  
COLLECTIVE BARGAINING AGREEMENT  
(NON-SUPERVISORY AND SUPERVISORY)  
  
FISCAL YEAR 2022-23

## **ARTICLE 1**

### **PREAMBLE**

This Agreement is entered into by and between the City of DeLand; hereinafter referred to as the “City” and the International Union of Police Associations, AFL-CIO, hereinafter referred to as the “Union.”

## ARTICLE 2

### RECOGNITION

2.1 The City recognizes the Union as the exclusive bargaining agent for all employees in the job classifications included in PERC Certification Nos. 1906 and 1907. The bargaining units covered hereunder shall be as follows:

**INCLUDED:** All regular, full-time City of DeLand police officers, police corporals and police sergeants, except for personnel assigned to internal affairs.

**EXCLUDED:** Police chief, deputy chief, police captains, police lieutenants, personnel assigned to internal affairs, part-time reserve officers, and all other City of DeLand employees.

and

**INCLUDED:** All regular, full-time City of DeLand police lieutenants, except for lieutenants assigned to internal affairs.

**EXCLUDED:** Police chief, deputy chief, police captains, police lieutenants assigned to internal affairs, police sergeants, police corporals, police officers, part-time reserve officers, and all other City of DeLand employees.

2.2 The Union recognizes that the City Manager and his designees are the collective bargaining representatives for the City. The Union further recognizes its obligation to bargain solely and exclusively with the City Manager and/or his designees, and to refrain from any bargaining with the City's elected officials.



### **ARTICLE 3**

#### **SEVERABILITY**

If any provision of this Agreement is rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect for the term of this Agreement. In the event any provision of this Agreement is lawfully declared invalid, the City and the Union shall meet as soon as practicable to negotiate a replacement provision.

## **ARTICLE 4**

### **NONDISCRIMINATION**

4.1 The parties agree that they will not illegally discriminate against any employee because of race, color, sex, national origin, religion, marital status, disability, age, or any other factor violative of applicable state or federal law. Nothing herein shall restrict the City from taking any action to promote or implement equal employment opportunity and affirmative action in accordance with applicable law.

4.2 The Union and/or its individual members will not illegally discriminate against or harass any employee who does not choose to become a member of the Union.

4.3 There shall be no illegal discrimination, interference, restraint, or coercion by the City against any employee for his activity on behalf of, or membership in, the Union.

4.4 An alleged violation of paragraph 4.1 shall be processed through either the grievance and arbitration procedures set forth herein or the procedures established by state and federal discrimination laws, but not both. The filing of a charge or complaint of discrimination with an administrative agency or a court shall bar the processing of a grievance addressing the same or similar subject; the filing of a charge or complaint of discrimination with an administrative agency or court any time after a grievance has been filed shall act as an automatic withdrawal with prejudice of the grievance.

## **ARTICLE 5**

### **DUES DEDUCTION**

5.1 Any member of the Union, who has submitted a properly executed dues deduction card or statement to the City in accordance with a format prescribed or approved by the City, may, by request in writing, have his membership dues, initiation fees, and uniform assessments in the Union deducted from his wages each pay check. Dues, assessments, and initiation fees so deducted from each employee's salary shall be forwarded by the City to the Union within thirty (30) calendar days of the deduction. However, the City shall have no responsibility for any liability for any monies once sent to the Union, nor shall the City have any responsibility or a liability for the improper deduction of dues. The Union shall indemnify the City and hold it harmless against any and all suits, claims, demands, and liabilities which arise out of or by reason of any action taken or not taken by the City to comply or attempt to comply with the provisions of this Article.

5.2 It shall be the responsibility of the Union to notify the City of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the City be required to deduct Union fines, penalties, political action payments, or special assessments of any kind.

5.3 Any member of the Union may, on thirty (30) days written notice to the City, require that the City cease making deductions from his or her wages. The City will forward a copy of the written notice to the Union prior to ceasing the member's dues deductions.

5.4 The City shall forward dues to the Union by electronic funds transfer (EFT), unless requested otherwise by the Union. Should the Union request payment by means other than EFT, the Union shall reimburse the City in the amount of \$100 per pay period for the cost of processing Union dues.

## **ARTICLE 6**

### **BULLETIN BOARDS**

6.1 The City shall furnish the Union with a space for a bulletin board (not to exceed thirty-six (36) inches by thirty-six (36) inches) at a mutually agreeable location in the Police Station.

6.2 The Union shall provide a glass-enclosed and lockable bulletin board for the aforementioned location. The Union shall utilize the bulletin board only to post the following:

- A. Notice of Union meetings.
- B. Notice of Union elections and Union election results.
- C. Copies of the Union's Constitution and By-laws and Amendments thereto.
- D. Notice of recreational and social affairs of the Union.
- E. Copy of this Agreement.
- F. Notices of dues (changes).
- G. Names of Local Union officials (and changes thereto).
- H. Local Union and International Union newsletter (i.e., monthly, quarterly, annual, or special publication).
- I. Minutes of Union meetings.

6.3 All materials placed upon the bulletin board by the Union will be on official IUPA letterhead and signed by the Union President or his designee. The Police Chief or his designee shall be furnished with a copy of any material to be posted prior to posting.

6.4 Under no circumstances shall the Union post any notice containing material of a political nature or material tending to directly or indirectly disparage or demean the City or any of its elected or appointed officials or employees.

## **ARTICLE 7**

### **WORK STOPPAGES**

7.1 There shall be no strikes, work stoppages, slowdowns, mass resignations, sickouts, or other job actions or refusal to perform assigned work by the employees covered under this Agreement.

7.2 It shall be a violation of this Agreement for any employee, while on duty, to fail or refuse to cross or pass any picket line or other demonstration if such failure or refusal in any way delays or interrupts performance of work.

7.3 The parties agree that any employee who participates in or promotes any of the aforementioned activities may be discharged or otherwise disciplined by the City. Nothing herein shall restrict the City from levying different disciplinary actions against different employees based on their involvement in activities prohibited hereunder.

7.4 The Union recognizes that the City and the employees covered hereunder are responsible for and engaged in activities which are the basis of the health and welfare of the City's citizens and that, therefore, any violation of this Article would give rise to irreparable damage to the City and the public at large. Should there be any alleged violation of this Article, the Union shall promptly take appropriate action to remedy the situation. For the purpose of this Article, it is agreed that the Union shall be responsible and liable for any act by its agents, representatives, and/or officers, which act constitutes a violation of this Article.

## **ARTICLE 8**

### **EMPLOYEE DISCIPLINARY PROCEDURES**

8.1 The City may, as provided for in other Articles of this Agreement and City, Departmental and Divisional policy, discipline employees for just cause. The Grievance and Arbitration Procedure hereunder shall be the exclusive procedure to contest disciplinary actions. The City's grievance procedure shall not apply (or be available) to bargaining unit employees hereunder.

8.2 All employees covered hereunder shall be subject to City and Departmental Rules and Regulations.

8.3 Employees shall have the right to request Union representation at all meetings with management in which disciplinary action to the employee may result. Interrogations of employees under investigation for conduct in which disciplinary action may result shall be in accordance with the Florida Law Enforcement Officers Bill of Rights.

8.4 Prior to any suspension or termination, an employee shall be advised of the allegations against him/her and be provided with an opportunity to respond to such allegations to the Police Chief or his designee. In any meeting with the Police Chief or his designee to respond to such allegations, the employee, if he/she requests, shall be allowed representation.

8.5 There shall be no disciplinary action entered into an employee's personnel file without the employee being made aware of such action. Upon request, the City shall provide the employee with a copy of any notice or report of disciplinary action placed in the employee's personnel file.

8.6 No disciplinary action shall be taken against an employee unless and until the employee is so notified.

8.7 Bargaining unit employees serve at the will and pleasure of the City during their new-hire probationary period. As such, new-hire probationary employees may be disciplined or discharged with or without cause, and with or without notice.

## **ARTICLE 9**

### **SENIORITY AND LAYOFFS**

9.1 Seniority shall be defined as the length of continuous service in the City calculated from the date of City employment.

9.2 Seniority with regard to classification/rank shall be defined as the length of continuous service in that specific classification within the Police Department calculated from the date of appointment to that classification/rank. The only exception shall be that if an employee served in a higher classification/rank and was subsequently demoted (voluntarily or involuntarily) to a lower classification, seniority with regard to that lower classification/rank shall be calculated from the date of the employee's original appointment to that classification/rank.

9.3 Seniority shall be terminated upon separation from the City. Employees with the same employment date or promotional date shall be assigned their seniority date in order of their ranking on the eligibility or promotional list, whichever is applicable.

9.4 Seniority shall accumulate during periods of absence where the employee remains in pay status. Seniority is not terminated when an employee is on an approved leave of absence without pay; provided, however, that seniority shall not accrue during any period in which the employee is not in paid status.

9.5 In the event there should be a need to lay off employees in the bargaining unit, such layoff shall be governed by the City's Rules and Regulations.

9.6 Bargaining unit employees shall be subject to recall in accordance with the City's Rules and Regulations.

## **ARTICLE 10**

### **MANAGEMENT RIGHTS**

10.1 The City reserves and retains all rights, powers, prerogatives and authority customarily exercised by management, except as expressly limited or modified by a specific provision of this Agreement.

10.2 The Union and the employees covered under this Agreement recognize and agree that the City has the sole and exclusive right, except as specifically provided for in this Agreement, to manage and direct any and all of its operations. Accordingly, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:

- A. Determine the scope of the service, purpose and organizational structure of the Police Department;
- B. Exercise control and discretion over the organization and efficiency of operations of the Police Department;
- C. Set minimum performance standards for service to be offered to the public, including physical performance standards, and set procedures and standards to evaluate employees' performance;
- D. Change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds, or other management reasons which could arise;
- E. Determine the location, methods, means and personnel by which operations are to be conducted; determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;
- F. Change, formulate, or modify duties, tasks, responsibilities or job descriptions, so long as the duties, tasks, and/or responsibilities remain within the generic scope of law enforcement services, and to formulate and/or amend job descriptions consistent therewith;
- G. Transfer, assign, schedule employees in positions within the organizational structure of the Police Department, and, in the case of light duty, anywhere within the organizational structure of the City;
- H. Change or modify the number, and types, and grades of positions or employees assigned to an organization, unit, division, department, or project; create, expand, reduce, alter, combine, assign, or cease any job as permitted by law;
- I. Hire, examine, classify and/or otherwise determine the criteria, qualifications and standards of selection for employment;



- J. Require any and/or all bargaining unit employees to submit to an examination and/or testing by a health care professional based upon the reasonable belief that the employee may be unable to perform any or all of his assigned job duties, or as part of any periodic or routine physical;
- K. Promote and/or otherwise establish criteria and/or procedures for promotions within and without the bargaining unit as permitted by law; and determine the number and types of positions as well as the number and types of positions in each classification, grade, step or designation in any plan which is or may be developed by the City;
- L. Lay off and/or relieve employees from duty due to lack of work or lack of funding or any other reason, and to recall employees in accordance with this Agreement;
- M. Determine the allocation and content of job classifications; and determine all training parameters for all City positions, including persons to be trained and the nature, extent and frequency of training;
- N. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or in part, as permitted by law;
- O. Contract and/or subcontract any existing or future work as permitted by law;
- P. Assign overtime work to employees;
- Q. Fire, demote, suspend or otherwise discipline employees for just cause and in accordance with this Agreement;
- R. Control the use of equipment and property of the City and determine the number and classifications of employees assigned to any shift, station or piece of equipment;
- S. Determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities and equipment;
- T. Take whatever action may be necessary to carry out the mission and responsibility of the City in unusual and/or emergency-situations;
- U. Exercise all management rights and prerogatives as determined by the Public Employees Relations Commission, and the state and federal courts of competent jurisdiction.

10.3 The above rights of the City are not all-inclusive but indicate the type of matters or rights which belong to and are inherent in the City in its general capacity as management. Any of the rights, powers, and authority that the City had prior to entering into this collective bargaining agreement, except as expressly limited or modified by a specific provision of this Agreement, are retained by the City.

10.4 If the City fails to exercise any one or more of the above functions from time-to-time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.

10.5 If, in the sole discretion of the City Manager, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or any similar or dissimilar catastrophe, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

10.6 The exercise of the management rights set forth above shall not preclude the Union or any employee covered hereunder from filing a grievance under the Grievance and Arbitration Procedure herein should the Union or the employee feel that the action taken by management violated a specific provision of this Agreement.

10.7 Nothing contained in this Article shall be construed to waive the Union's right to engage in impact bargaining as to the exercise of any of the management rights enumerated above where Florida law requires such bargaining. Where such impact bargaining is requested by the Union and is required by Florida law, the parties shall meet within ten (10) calendar days to attempt to resolve the impact item. If the impact item is not resolved at that meeting, or if the Union fails to meet with the City within the allotted time period, the City shall have the right to exercise the management right, and either party shall be free to invoke the impasse resolution procedure under the Public Employees Relations Act to resolve the impact item.

## **ARTICLE 11**

### **SUPERVISORY RESPONSIBILITIES/CONFLICTS OF INTEREST**

11.1 It is agreed and understood that Lieutenants are supervisors whose primary duties often times create a conflict of interest with the employees whom they supervise. It is, therefore, further agreed and understood that in the exercise of their supervisory duties and responsibilities, Lieutenants covered hereunder must, at all times, act in the best interest of the City as determined by City Management, the Police Chief and other authorized management officials. Accordingly, the Lieutenants covered hereunder will be held accountable for the faithful and efficient performance of their supervisory duties and responsibilities, including, but not limited to the following:

- A. Supervising a shift and directing related operations, including the supervision of all shift personnel.
- B. Supervising scenes and incidents, including the direction of personnel and equipment as required.
- C. Assigning work duties to all subordinate personnel.
- D. Reviewing and evaluating the performance of subordinate personnel.
- E. Conducting internal investigations.
- F. Recommending and administering disciplinary action, including dismissal, suspension, demotion, reprimand, and counseling.
- G. Training and/or administering the training of subordinate personnel.
- H. Evaluating, screening, interviewing, and making recommendations concerning the hiring of new employees.
- I. Enforcing all City and Departmental rules, regulations, policies, procedures, and guidelines and making recommendations concerning revisions thereto.
- J. Conducting law enforcement investigations in accordance with procedural guidelines.
- K. Purchasing materials and equipment within policy guidelines and making recommendations concerning departmental purchases.
- L. Timely and accurately completing all required forms, reports, and other paperwork.
- M. Providing budgetary input as required.

- N. Administering and participating in public education programs.
- O. Participating in committees, task forces, or other work groups as assigned by the Department or the City.
- P. Performing such other duties and responsibilities as are required under the Departments rules, regulations, policies, and procedures and/or as assigned by appropriate management authority.

## **ARTICLE 12**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

12.1 Bargaining unit employees will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with the Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the Grievance.

12.2 A “grievance” is a claimed violation of this Agreement, including but not limited to the claim that a discharge or other disciplinary action violated a specific provision of this Agreement. No grievance will or need be entertained or processed unless presented in the manner described herein, and unless filed in a manner provided herein within the time limit prescribed herein. A grievance may be filed by a bargaining unit employee or by the Union; however, only the Union may advance a grievance to arbitration, unless the Union’s refusal to advance the grievance to arbitration is because the employee is not a dues paying Union member. In either case, the procedure to be followed will be the same. Grievances regarding discipline of written reprimands or below cannot be advanced to arbitration. The grievant (whether it be the Union or an individual employee) and management may agree to waive Step 1 in any grievance. Grievances which are filed by the Union on behalf of the Union itself or the entire bargaining unit shall be filed with the Department Head or his designee at Step 2, within the time period prescribed in Step 1.

12.3 Grievances will be processed in the following manner and strictly in accordance with the following stated time limits.

STEP 1: An aggrieved employee or the Union shall present in writing the grievance to the aggrieved employee’s Deputy Chief or his designee within ten (10) calendar days of the occurrence of the event(s) which gave rise to the grievance on the prescribed grievance forms which shall be standard forms used throughout the grievance procedure. Upon receipt of the grievance, the Deputy Chief or his designee shall forward a copy of the grievance to the Department Head. The grievance shall be signed by the aggrieved employee or Union representative and shall state: (a) The date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs of this Agreement allegedly violated; (c) statement of fact pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. The Deputy Chief or his designee shall, within ten (10) calendar days after presentation of the grievance, render his decision on the grievance in writing with copies to the grievant (if an individual employee), the Union, the Police Chief, and the Human Resources Director.

STEP 2: Any grievance which cannot be satisfactorily settled with the Deputy Chief or his designee shall then be taken up with the Police Chief or his designee. The grievance as specified in writing in Step 1 above, shall be filed with the Police Chief or his designee within ten (10) calendar days after the due date for the Deputy Chief’s response in Step 1 above. The Police Chief and/or his designee shall meet with the grievant (whether it be an

individual employee or the Union), the Union Steward, and the Union Representative (non-employee) and shall, within ten (10) calendar days after such meeting, render his decision on the grievance in writing, with copies to the Grievant (if an individual employee), the Union, and the Human Resources Director.

STEP 3: Any grievance which cannot be satisfactorily settled in Step 2 above shall then be taken up with the City Manager or his designee. The grievance as specified in writing in Step 1 above shall be filed with the City Manager within ten (10) calendar days after the due date for the Police Chief's Response in Step 2 above. The City Manager or his designee shall issue his decision in writing on the grievance (with copies to the Grievant, the Union, the Police Chief, and the Human Resources Director) within ten (10) calendar days after presentation of the grievance at this step. If the City Manager or his designee deems appropriate, he may meet with the grievant, the Union Steward, and the Union Representative (non-employee) prior to issuing his decision.

12.4 If the grievant (whether it be the Union or an individual employee) is not satisfied with the City Manager's decision in Step 3 above, the grievant may request arbitration by hand delivery or by facsimile (with simultaneous mailing by regular mail) or by certified or registered mail of a written notice to the City Manager within ten (10) calendar days of receipt of the City Manager's written decision. Said written notice of arbitration shall include a written statement of the position of the Union (or the individual employee) with respect to the issues upon which arbitration is being sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the original grievance filed at Step 1 of the grievance procedure.

12.5 Within ten (10) calendar days from receipt of such notice of arbitration, the party requesting arbitration shall request a list of nine (9) qualified arbitrators with residences in Florida from the Federal Mediation and Conciliation Service. The Union and the City will alternately eliminate one at a time from said list of names, with the party requesting arbitration going first, persons not acceptable, until only one (1) remains and this person will be the arbitrator. Either party may request one (1) additional panel.

12.6 As promptly as possible after the arbitrator has been selected, he/she shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the individual employee or employees involved, the City and the Union in writing. It shall be the obligation of the arbitrator to make his best effort to rule within thirty (30) calendar days after the hearing. The expenses of the arbitration, including the fee and expenses of the arbitrator, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost. Each party shall be exclusively responsible for the compensation and expenses of its own witnesses and of its own representatives for purposes of the arbitration hearing.

12.7 The arbitrator will confine his consideration and determination to the written grievance presented in Step 1 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon

any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Collective Bargaining Agreement be construed by the arbitrator to supersede applicable state and federal laws.

12.8 The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the grievance which is presented to him, which grievance must be actual and existing. The arbitrator's decision shall be final and binding; provided, however, that either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court.

12.9 No decision of any arbitrator or of the City in any one case shall create a basis for retroactive adjustment in any other cases. All claims for back wages shall be reduced by any unemployment compensation and/or interim earnings that the grievant may or might have received during the period involved.

12.10 The resolution of any grievance by the arbitrator or by the parties resulting in retroactive adjustment, including back wages, shall be limited to a thirty (30) day period prior to the date of the filing of a grievance at Step 1.

12.11 It is agreed with respect to this grievance and arbitration procedure that:

- A. It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance in order to be entertained and processed must be submitted in a timely manner by the grievant (whether the grievant be the Union or an individual employee).
- B. Grievances not submitted by the grievant in a timely manner shall be conclusively barred on the merits following the expiration of the prescribed time limit. Such a time barred grievance need not be entertained or processed, and only facts disputed as to timing will be the subject of any arbitration resulting from the matter. A grievance which is for any reason not the subject of a timely response by the City or by the Department shall require the grievant to proceed to the next step.

12.12 Nothing in this Agreement shall prohibit the presence of a Union representative at all steps provided in this procedure.

12.13 Neither the Union nor the City shall have any obligation to pay any legal or arbitration fees and/or costs on behalf of any bargaining unit employee who advances a grievance on his/her own. Such fees and/or costs shall be borne by the individual.

12.14 The Grievance and Arbitration procedure set forth herein shall be the sole and exclusive procedure available to bargaining unit employees to contest any alleged violation of this Agreement, including, but not limited to, any claim involving a discharge or other disciplinary action. The parties hereby agree that the City's grievance and/or appeals procedures shall not be applicable or available to the employees covered by this Agreement.

12.15 Neither new-hire probationary employees on their own, nor the Union on their behalf, shall have the right to file a grievance or arbitrate any performance review or disciplinary action, including termination, of probationary employees.



## **ARTICLE 13**

### **RULES AND REGULATIONS**

13.1 The employees covered hereunder shall comply with all rules, regulations, policies, procedures and operating bulletins of the City, the Department and the Division, and any amendments thereto, except as superseded or modified herein.

13.2 Should the City, the Department, or the Division amend or modify any of the aforesaid rules, regulations, policies, or procedures, a courtesy copy of any such new (or amended) rule, regulation, policy, procedure, or operating bulletin shall be mailed or delivered to the Union (or the Union's employee representative within the Police Department) at least ten (10) business days prior to implementation. Nothing herein shall restrict the City, the Department, or the Division from implementing any new (or amended) rule, regulation, policy, procedure, or operating bulletin prior to the expiration of ten (10) business days if operational necessity requires such earlier implementation.

13.3 The Union shall be furnished a copy of all current and subsequently amended written rules, regulations, policies, procedures, and operating bulletins pertaining to employer-employee relations and distributed to members of the bargaining unit.

13.4 No disciplinary action will be taken for a violation of a new (or amended) rule, regulation, policy, procedure, or operating bulletin until the passage of at least forty-eight (48) hours after dissemination to the employees. For the purpose of this Article, dissemination of such new (or amended) rule, regulation, policy, procedure, or operating bulletin shall be via electronic mail, telecommunication, station briefing, bulletin board posting, personal distribution, or any other appropriate means.

## **ARTICLE 14**

### **UNION BUSINESS**

14.1 Nothing contained in this Collective Bargaining Agreement shall preclude any employee covered by this Agreement from pursuing any right or remedy available under this Agreement without representation of the Union. Further, nothing contained in this Agreement shall preclude any employee from discussing a problem directly with his immediate non-bargaining unit supervisor or any other Departmental official without the intervention of the Union; provided, however, that such non-bargaining unit supervisor or other Departmental official is agreeable to having such discussion. Any resolution made by an employee covered hereunder with his non-bargaining unit supervisor shall not set a precedent for the settlement of any other disagreement involving the same or other employees.

14.2 The City shall recognize two (2) Union Stewards and one (1) Alternate Union Steward to represent bargaining unit employees. A written list of the Union Stewards and the Alternate Union Steward shall be furnished to the Human Resources Director and the Police Chief prior to the effective date of the Union Stewards and Alternate Union Steward assuming their duties. Prompt written notification of changes in the Union Stewards and the Alternate Union Steward shall be provided to the Human Resources Director and the Police Chief. No Union Stewards or Alternate Union Steward will be recognized by the City unless such written notification was presented prior to such Union Stewards or Alternate Union Steward assuming his/her duties.

14.3 The Union Stewards and the Alternate Union Steward shall be paid by the City only when they perform assigned law enforcement duties and/or work directed by the City. To the extent that these employees wish to perform Union duties (such as negotiations, grievance processing, attending Union conventions, etc.) during their normal work schedules, they may utilize vacation leave; provided, however, that they comply with the rules otherwise applicable to vacation leave. The Union Stewards and the Alternate Union Steward shall not be required to utilize vacation leave where their attendance at meetings during working hours is specifically requested by the City.

## **ARTICLE 15**

### **BENEFITS AND LEAVE**

15.1 The City shall provide bargaining unit employees benefits and leave in accordance with the City's Rules and Regulations.

15.2 Bargaining unit members shall be provided health insurance on the same basis as provided to general non-bargaining unit employees of the City, including any increased costs or changes in benefits provided to general non-bargaining unit employees.

15.3 Effective October 1, 2011, Spring Day and Safety Day will be eliminated for all bargaining unit members.

15.4 Christmas gift cards shall be provided to bargaining unit members on the same basis as provided to general non-bargaining unit employees of the City.

15.5 Bargaining unit members hired after October 1, 2010 will not be eligible for Service Recognition Check upon retirement.

15.6 Bargaining unit members shall be entitled to a total of two (2) Personal Days for fiscal year 2022-23. These Personal Days must be used by September 30, 2023. Personal Days not timely used are forfeited. New hire probationary employees may not use Personal Days until after successful completion of probation.

15.7 Bargaining unit members who otherwise qualify may be eligible for the benefits of the police department's Take-Home Vehicle Program. The City has insurance coverage for incidents occurring with these City-issued take home vehicles when operated, whether on or off duty, in compliance with Article 28 herein, in effect at the time of ratification. Bargaining unit members understand and acknowledge that they are personally liable for any incident occurring in their City-issued take home vehicle when used outside of compliance with Article 28 and/or if a bargaining unit member acts in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. In the event that any bargaining unit member has concerns about insurance coverage for their use of City-issued take home vehicles, such individual is encouraged to obtain Non-Owned Vehicle Liability coverage from their personal insurance carrier.

## **ARTICLE 16**

### **REPLACEMENT OF PERSONAL PROPERTY**

Replacement of lost or damaged personal property shall normally be the responsibility of the employee. However, the Police Chief, in his discretion, may authorize replacement of (or reimbursement for) eyeglasses, contact lenses, or wrist watches which are damaged as a result of an employee being involved in an unavoidable physical altercation in the line of duty. The employee making the request for replacement of (or reimbursement for) damaged eyeglasses, contact lenses, or wrist watch must provide the Police Chief with a detailed report describing the incident from which the damage resulted and the cause of the damage. The employee must also provide the Police Chief with a certified estimate of the cost of repair or replacement of the damaged eyeglasses, contact lenses, or wrist watch. Reimbursement for damaged eyeglasses or contact lenses shall not exceed One Hundred and Fifty Dollars (\$150.00). Reimbursement for damaged wrist watches shall not exceed Seventy-Five (\$75.00).

## **ARTICLE 17**

### **TRANSFERS AND REASSIGNMENTS**

Except as otherwise provided in this Agreement, transfers and reassignments shall be within the discretion of management.

## **ARTICLE 18**

### **PENSION**

18.1 The City shall provide bargaining unit employees with pension benefits as approved by the City Commission.

18.2 The City shall maintain a fund that will support a ½% cost of living adjustment (COLA) for the police pension fund for employees that have at least 20 years of continuous full-time service at the time of retirement from full-time City employment or have at least 10 years of continuous service with the City and are age 55 at the time of retirement from full-time City employment. COLAs will be effective on the anniversary date of retirement. Effective October 1, 2012, bargaining unit employees employed by the City as of March 21, 2011 shall be entitled to receive an additional one and one-half percent (1 ½ %) COLA on the date beginning three (3) years after the eligible bargaining unit employee's date of retirement or upon attaining age 55, whichever is earlier.

18.3 Effective October 1, 2013, payout and counting of accrued sick, vacation, or other leave toward "compensation" for pension purposes shall be prohibited in accordance with Section 185.02(4), Florida Statutes, as amended. The amount of sick, vacation, or other leave accrued by bargaining unit employees as of September 20, 2013 shall continue to be eligible for payout and counting toward "compensation" for pension purposes at the time of retirement up to the amount of accrued leave existing as of September 20, 2013 and in accordance with the rules for payout that existed as of September 20, 2013.

## **ARTICLE 19**

### **PROMOTIONS**

19.1 Promotional procedures and eligibility for promotions to positions included in the bargaining unit under Article 2 (Recognition) shall be in accordance with applicable City Rules and Regulations and Police Department policies.

19.2 Promotional procedures and eligibility for promotions to positions excluded from the bargaining unit under Article 2 (Recognition) shall be at the City's discretion.

19.3 If a bargaining unit employee is promoted and then demoted within 24 months of the promotion, the employee upon demotion shall have his/her wages decreased by an amount equal to the amount of increase received upon promotion.

19.4 In the event that a Police Officer is promoted to Sergeant, the Police Chief shall have the discretion to provide a 10% promotional increase or the bottom of the pay range, whichever is greater.

## **ARTICLE 20**

### **WORK PERIOD AND OVERTIME**

20.1 The City shall provide bargaining unit employees overtime and/or compensatory time in accordance with the City's Rules and Regulations (except as distinguished in 20.2 below), and applicable practices such as sick leave not counting as time worked for overtime. All bargaining unit employees shall use the time-keeping record software system for entering and processing time and attendance.

20.2 Bargaining unit employees shall be allowed to accrue a maximum of 84 hours of compensatory time.



## **ARTICLE 21**

### **CALL-BACK PAY**

21.1 Call-back pay is provided to compensate employees required to return to work after completing a regularly assigned shift. Eligibility for call-back pay is as follows:

- A. Any employee who is off duty and required to return to work on an unscheduled basis shall be eligible for call-back pay at his/her regular straight-time rate or overtime rate, whichever is applicable. Answering telephone inquiries shall not be considered a return to work.
- B. Any employee who is on duty and is instructed and assigned to return to work or to remain on duty and continue working shall be ineligible for call-back pay, but eligible for compensation at his/her straight-time rate or overtime rate, whichever is applicable.
- C. Any employee eligible for call-back pay shall be paid for his/her actual hours worked with a minimum guarantee of four (4) hours pay at his straight-time rate or overtime rate, whichever is applicable.
- D. Any employee who appears for court duty outside of his/her scheduled shift shall be paid for his/her actual hours worked with a minimum guarantee of four (4) hours pay at the straight-time rate or overtime rate, whichever is applicable.
- E. Any employee who is scheduled for on-call status during off-duty hours and is called in to work while in on-call status shall be paid for his/her actual hours worked with a minimum guarantee of two (2) hours pay at the straight-time rate or overtime rate, whichever is applicable.

## **ARTICLE 22**

### **NO SMOKING POLICY**

22.1 All employees covered hereunder shall be prohibited from smoking cigarettes, cigars, pipes, or otherwise using tobacco products of any nature in any City owned building or vehicle, in any public or private place where smoking is prohibited by state law or City ordinance, or while on a call.

22.2 Employees hired after October 1, 2002, shall be prohibited from using tobacco products on or off duty. This prohibition may be waived by the City to meet its recruitment needs. Any employee who violates this Article will be subject to appropriate disciplinary action up to and including termination.

## **ARTICLE 23**

### **ALCOHOL AND DRUG TESTING**

Bargaining unit employees shall be subject to the City's Drug Free Workplace Policy. Employees covered hereunder (or applicants for positions covered hereunder) may be required to take a drug/alcohol test when:

- A. Applying or reapplying for employment.
- B. Prior to transferring into or out of a unit whose primary responsibilities include the enforcement of drug laws.
- C. Semi-annually, while assigned to a drug enforcement unit, or a unit responsible for securing and holding drugs as evidence.
- D. Prior to assignment to any sensitive position within the Department where there is a strong Departmental interest in keeping the employees drug-free.
- E. At any time when reasonable suspicion exists that an employee has engaged in the illicit use of narcotic drugs or controlled substances.
- F. Pursuant to any random testing program not prohibited by applicable law.

## **ARTICLE 24**

### **JOB-RELATED INJURY**

24.1 Work-related injuries shall be subject to the Florida Workers' Compensation Law, Chapter 440, Florida Statutes, City and Departmental Policy, and any amendments thereto.

24.2 Light duty assignments will be made for employees with work-related injuries/illnesses in the sole and exclusive discretion of the City. An employee who has sustained a work-related injury/illness and has been released by a doctor to return to work with restrictions shall report to the Human Resources Office with a copy of the physician's statement detailing work limitations. If the City determines that productive work is available within the employee's Department and such work is consistent with the employee's medically certified restrictions, the employee may be utilized in his/her own Department. If the City determines that no productive work exists within the employee's medically certified restrictions in the employee's own Department, the employee may be placed in another department. The employees assigned to light duty shall be compensated at the rate of pay applicable to their regular bargaining unit classification times the number of hours actually worked in the light duty assignment.

## **ARTICLE 25**

### **EMPLOYEE MANAGEMENT COMMITTEE**

25.1 There shall be an Employee Management Committee consisting of the following Management and Union representatives:

- A. The President of the Union (or his designee), two (2) bargaining unit employees, the Police Chief (or his designee), and one (1) command level officer designated by the Police Chief.

25.2 The Employee Management Committee shall meet semi-annually on the dates mutually agreed upon by the participants or more frequently if the parties so agree. The sole function of the Committee shall be to discuss general matters pertaining to employee relations and Departmental operations, including safety and health. The Committee shall not engage in collective bargaining or resolution of grievances. Union representatives attending Committee meetings during their off-duty hours shall not be compensated for the time spent in such meetings.

## ARTICLE 26

### VACATIONS AND LEAVES OF ABSENCES

26.1 The City shall provide bargaining unit employees vacations and leaves of absences in accordance with the City's Rules and Regulations. Bargaining unit employees hired after October 1, 2010 shall accrue vacation and sick leave per pay period as follows:

#### Vacation Leave Accrual

|                      |          |        |        |        |        |         |
|----------------------|----------|--------|--------|--------|--------|---------|
| Years of Service     | 0-10 Yrs | 11 Yrs | 12 Yrs | 13 Yrs | 14 Yrs | 15+ Yrs |
| Hours Per Pay Period | 4.61     | 5.07   | 5.54   | 6.0    | 6.46   | 6.92    |

#### Sick Leave Accrual

|                      |         |        |
|----------------------|---------|--------|
| Years of Service     | 0-3 Yrs | 4+ Yrs |
| Hours Per Pay Period | 2.31    | 4.62   |

26.2 After using 84 hours of vacation between October 1 and September 30, bargaining unit employees with 11 Years of Service or more may one time during each fiscal year sell back to the City accrued vacation time up to the employee's current annual vacation accrual less 84 hours.

## ARTICLE 27

### WAGES AND COMPENSATION

27.1 All non-probationary bargaining unit employees who received an overall rating of meets standards or above on their annual evaluation shall receive a five percent (5.0%) merit increase for FY 2022-23. In addition, all non-probationary bargaining unit employees shall receive an additional .25 cent increase to their hourly rate of pay. See Exhibit A.

27.2 All probationary bargaining unit employees at the time of complete ratification of this Agreement shall be moved from \$22.42 per hour to \$23.00 per hour for FY2022-23. In addition, all probationary bargaining unit employees shall receive an additional .25 cent increase to their hourly rate of pay. See Exhibit A.

27.3 The new minimum hourly rate of pay for a new-hire entry level police officer without prior law enforcement experience is \$23.00/hr. (\$50,232). The Police Chief or his designee shall have the discretion to approve a higher starting rate of pay for anyone who is hired or transferred into a police officer position and has prior law enforcement experience.

27.4 The minimum hourly rate of pay for police corporals is \$24.66/hr. (\$53,857).

27.5 The minimum hourly rate of pay for police sergeants is \$27.13/hr. (\$59,252).

27.6 The minimum hourly rate of pay for police lieutenants is \$31.20/hr. (\$68,141).

27.7 Bargaining unit employees shall receive the following assignment incentives:

- A. Bargaining unit employees assigned to the Detective Division shall receive \$40 per week added to their base for as long as they are assigned to the Detective Division.
- B. Bargaining unit employees assigned to the Traffic Unit shall receive \$40 per week added to their base for as long as they are assigned to the Traffic Unit.
- C. Bargaining unit employees assigned as K-9 Officers shall receive \$40 per week added to their base for as long as they are assigned as K-9 Officers.
- D. Bargaining unit employees assigned as a DUI Officers shall receive \$40 per week added to their base for as long as they are so assigned.
- E. Bargaining unit employees who qualify for bilingual pay under City policy shall receive \$40 per week added to their base for as long as they are so qualified.

- F. Bargaining unit employees assigned as “Meth Lab” Unit Officers or SWAT Unit Officers shall receive \$40 per week added to their base for as long as they are so assigned.
- G. Bargaining unit employees assigned as Animal Control Officers shall receive \$40 per week added to their base for as long as they are so assigned.
- H. Bargaining unit employees assigned as a School Resource Officer shall receive \$40 per week added to their base for as long as they are so assigned.
- I. Bargaining unit employees assigned to the Special Operations and Support Services Division shall receive \$40 per week added to their base for as long as they are so assigned.
- J. Bargaining unit employees who qualify for more than one assignment incentive listed above shall receive a total assignment incentive of \$60 per week added to their base.
- K. Bargaining unit employees assigned to CID/Detective shall receive a clothing allowance of \$250.00 per quarter for as long as they are so assigned.

27.8 Bargaining unit employees assigned as a Field Training Officer shall be entitled to receive two hours of overtime pay per shift when devoting at least two hours with a trainee during a shift.

27.9 It is agreed and understood that pay ranges and wage increases of any kind after September 30, 2023 shall be established through the collective bargaining process based solely on implementation of a new collective bargaining agreement for Fiscal Year 2023-24 (and subsequent Fiscal Years), and where required, the statutory impasse resolution process.

27.10 Bargaining unit employees who currently receive a cell phone reimbursement and require the tier 2 level reimbursement can provide three months’ worth of cell phone bills (one time) and document the need for the higher-level reimbursement. No further documentation will be required. In addition, any bargaining unit employee required to supply a cell phone for City business will receive the allowance until his/her cell phone contract expires, regardless of re-assignment or transfer. Upon being transferred from a position requiring a cell phone for City business, the City reserves the right to pay off the remaining contract time or continue the allowance to the employee. Upon an employee being transferred from a position required to utilize a cell phone for City business, the City will only guarantee reimbursement for a maximum of 2 years of the cell phone contract.

27.11 Bargaining unit employees shall not receive Out of Class Pay during the first 14 days (pay period) that they are required to work in a higher pay grade. Lieutenants who assume the duties and responsibilities of their subordinate sergeant shall receive an additional 5% increase in pay after the 14<sup>th</sup> day (pay period).



27.12 The City shall require that third parties provide a four (4) hour minimum for bargaining unit employees for any approved off-duty special detail scheduled through or facilitated by the City.

27.13 Bargaining unit employees who are assigned to regular duties on the night shift/evening shift shall receive Shift Differential pay of \$0.50 per hour added to their base pay for all hours actually worked when assigned. Bargaining unit employees who are regularly assigned to the day shift but work overtime or otherwise fill in for the night shift are not eligible for the Shift Differential pay set forth in this paragraph.

27.14 Bargaining unit employees who are assigned to the two-lieutenant operational patrol platoon leader positions shall receive \$0.50 per hour added to their base pay for all hours actually worked in this assignment.

27.15 All monetary increases set forth throughout Article 27 shall be prospectively effective April 22, 2023.

## **ARTICLE 28**

### **TAKE-HOME VEHICLES**

28.1 Bargaining unit employees may, upon specific written approval of the Chief of Police, be assigned to take home a City of DeLand vehicle on a permanent or temporary basis. The Chief of Police retains the ultimate authority at any time to revoke approval to permit any bargaining unit member(s) from having a City of DeLand take home vehicle.

28.2 All bargaining unit employee(s) assigned a take home vehicle shall adhere to the following policy:

- Bargaining unit employees must possess a valid State of Florida driver's license appropriate for authorized vehicle. Anyone who is restricted to driving for business purposes only does not have a valid State of Florida driver's license.
- Bargaining unit employees must be a certified sworn law enforcement officer, pursuant to Florida law, to be eligible for a take home vehicle.
- Bargaining unit employees shall not operate a City vehicle while under the influence of drugs, alcohol or any other impairing substance.
- Take home vehicles are assigned on a voluntary basis. No bargaining unit employee shall be required to have a take home vehicle as condition of City employment.
- Take home vehicles shall remain within Volusia, Flagler, Putnam, Seminole or Lake Counties. Vehicles traveling to and from work in the contiguous counties stated above are required to secure written approval of the Chief of Police.
- City vehicles are authorized for traveling to and from work and on a de minimis amount of personal use, which is defined as an insubstantial personal detour that is infrequent in nature. Take home vehicles may only be used for personal purposes on a de minimis basis, such as an occasional use for a personal errand while using the take home vehicle for a business purpose during a commute to or from work. While en route to and from work, stops for incidental errands are permitted, as long as it does not violate current policies, such as, but not limited to, the purchasing of alcohol, unapproved transporting of family members or other citizens, secondary employment or other activity that may be an inappropriate use of taxpayer's money.
- Vehicle assignments will be reviewed when deemed necessary by the Chief of Police or a designated City representative.

- The operations of a take home vehicle to and from work and on a de minimis basis does not constitute work time and the employee is considered off the clock until they arrive at a bona fide work assignment.
- Except as otherwise authorized by the Chief of Police, only approved Department attire will be worn while operating agency vehicles. Bargaining unit employees driving to and from a physical workout program may wear appropriate physical fitness attire. Appropriate shoes shall be worn, and sandals or open shoes of any type (including flip-flops) are not authorized. No clothing which would be considered offensive is authorized. Sworn members must be armed with a department issued handgun and issued badge of authority in the event that he/she must take enforcement action while operating an agency vehicle.
- Bargaining unit employees shall not permit unauthorized persons to ride and/or operate a City owned vehicle.
- Prior to and after use of the take home vehicle, bargaining unit employees shall inspect the vehicle for damage. Each bargaining unit employee is required to immediately report any new damage (on private or public property) to the attention of the bargaining unit member's supervisor. The supervisor shall determine the necessity for repairs, further investigation and /or documentation of the damage to the Chief of Police and Risk Management. The supervisor will be responsible for any necessary reports and/or inquiries for new or unreported damage.

28.3 Unless otherwise approved by the Chief of Police, bargaining unit employees shall return their assigned vehicles to the Police Department parking lot or designated area if they take more than seven consecutive workdays of leave time and/or if any of the following situations arise:

- The bargaining unit employee is in Workers' Compensation status;
- The bargaining unit employee is in a "no duty" status;
- The bargaining unit employee possesses a suspended, expired, restricted (i.e. business purposes only) or revoked driver's license;
- The bargaining unit employee is placed on administrative leave;
- The bargaining unit employee had their vehicle authorization suspended or terminated;
- The bargaining unit employee is assigned to restricted duty.

28.4 Before returning their assigned vehicles, the bargaining unit employee shall thoroughly clean the vehicle and inspect it for missing equipment.

28.5 A bargaining unit employee who is on on-call status is authorized to utilize their take-home vehicle pursuant to this Article.

## **ARTICLE 29**

### **ENTIRE AGREEMENT/DURATION**

29.1 This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, working conditions and all other matters which have been, or could have been negotiated by and between the parties prior to the execution of this Agreement.

29.2 Appendices and Amendments (if any) to this Agreement shall be lettered or numbered, dated, and signed by the parties, and shall constitute part of this Agreement.

29.3 This Agreement shall be effective upon approval and execution of the parties and shall remain in full force and effect until and including September 30, 2023.

**SIGNATURE PAGE**

IN WITNESS THEREOF, the parties attach their hands and seals the below-written dates:

**CITY OF DELAND**

By: \_\_\_\_\_

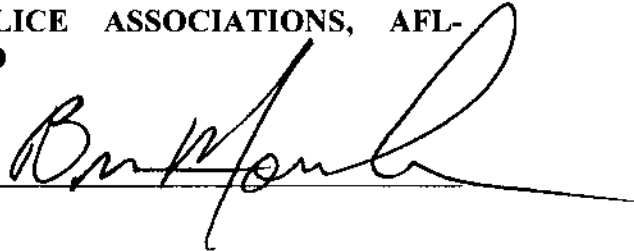
**Attest:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**INTERNATIONAL UNION OF  
POLICE ASSOCIATIONS, AFL-  
CIO**

By:  \_\_\_\_\_

**Attest:**

 \_\_\_\_\_

**Date:**

3/28/23 \_\_\_\_\_

| Last Name    | First Name | Position Date | Curent Rate | CBA Approved | 25 Cents |
|--------------|------------|---------------|-------------|--------------|----------|
| Aymat        | Jashual    | 02/13/23      | 22.42       | 23.00        | 23.25    |
| Loveless     | Payton     | 01/31/23      | 22.42       | 23.00        | 23.25    |
| Frage        | Rave       | 01/31/23      | 22.42       | 23.00        | 23.25    |
| Velez Jr     | Edwardo    | 01/17/23      | 22.42       | 23.00        | 23.25    |
| Kelly        | Javon      | 10/18/22      | 22.42       | 23.00        | 23.25    |
| Mercado      | Angel      | 10/18/22      | 22.42       | 23.00        | 23.25    |
| Sturdivant   | Terrence   | 04/28/22      | 22.42       | 23.00        | 23.25    |
| Muller       | Corey      | 02/07/22      | 22.42       | 23.54        | 23.79    |
| Greene       | Devin      | 10/27/21      | 22.42       | 23.54        | 23.79    |
| Phillips     | Lamar      | 07/09/21      | 22.42       | 23.54        | 23.79    |
| Burns        | Darius     | 07/06/21      | 22.42       | 23.54        | 23.79    |
| Schramm      | Juston     | 07/06/21      | 22.42       | 23.54        | 23.79    |
| Merhib       | Michael    | 03/22/21      | 22.42       | 23.54        | 23.79    |
| Nelson       | Stephanie  | 03/22/21      | 22.42       | 23.54        | 23.79    |
| Cortes       | Emanuel    | 09/28/20      | 22.42       | 23.54        | 23.79    |
| Dumont       | Travis     | 09/02/20      | 22.42       | 23.54        | 23.79    |
| Clark        | Damon      | 08/03/20      | 22.42       | 23.54        | 23.79    |
| Riedinger    | Ryan       | 06/08/20      | 22.42       | 23.54        | 23.79    |
| Lowery       | Daisy      | 11/15/21      | 22.42       | 23.54        | 23.79    |
| Large        | Gwenyth    | 07/26/21      | 22.42       | 23.54        | 23.79    |
| Magee        | Lawson     | 03/03/21      | 22.42       | 23.54        | 23.79    |
| Mulero       | Johan      | 02/04/13      | 23.38       | 24.55        | 24.80    |
| Johnson      | Roman      | 12/09/19      | 23.55       | 24.73        | 24.98    |
| Jones        | Jonathan   | 10/28/19      | 23.55       | 24.73        | 24.98    |
| Rideout      | Timothy    | 10/28/19      | 23.55       | 24.73        | 24.98    |
| Leary        | Dante      | 05/06/19      | 23.55       | 24.73        | 24.98    |
| Cosens       | Adam       | 02/18/19      | 23.55       | 24.73        | 24.98    |
| Scott        | Dylan      | 02/18/19      | 23.55       | 24.73        | 24.98    |
| Kryshchenko  | Illya      | 04/27/15      | 23.92       | 25.12        | 25.37    |
| Miller       | Jackson    | 08/14/18      | 24.13       | 25.34        | 25.59    |
| Torres       | Jose       | 08/06/18      | 24.13       | 25.34        | 25.59    |
| Winland      | Bobby      | 07/02/18      | 24.13       | 25.34        | 25.59    |
| Watts        | Shannon    | 03/05/18      | 24.13       | 25.34        | 25.59    |
| McQueen      | Jermaine   | 10/18/22      | 25.45       | 25.45        | 25.70    |
| Denatale Jr. | Anthony    | 10/10/22      | 25.78       | 25.78        | 26.03    |
| Cooper       | William    | 03/07/16      | 24.71       | 25.95        | 26.20    |
| Harris       | Michael    | 12/17/22      | 24.73       | 25.97        | 26.22    |
| Cash         | Richard    | 03/30/19      | 24.88       | 26.12        | 26.37    |
| Bota         | Anthony    | 01/07/19      | 25.07       | 26.32        | 26.57    |
| Burger       | Alisha     | 11/06/18      | 25.67       | 26.95        | 27.20    |
| Casseus      | Jean       | 12/17/22      | 26.62       | 27.95        | 28.20    |
| Salmon       | Matthew    | 12/17/22      | 27.25       | 28.61        | 28.86    |
| Stacy        | Michael    | 10/08/22      | 27.25       | 28.61        | 28.86    |
| Bice         | Brian      | 11/04/13      | 27.27       | 28.63        | 28.88    |
| Welch        | Kyle       | 07/15/13      | 27.27       | 28.63        | 28.88    |

|            |          |          |       |       |       |
|------------|----------|----------|-------|-------|-------|
| Mirino     | Michael  | 10/18/22 | 28.21 | 29.62 | 29.87 |
| Rutherford | John     | 09/01/18 | 28.23 | 29.64 | 29.89 |
| Spires     | Roger    | 10/10/20 | 28.38 | 29.80 | 30.05 |
| Ramkissoon | Ken      | 01/07/19 | 28.46 | 29.88 | 30.13 |
| Tagle      | Tony     | 11/20/21 | 29.16 | 30.62 | 30.87 |
| Allen      | Justin   | 03/03/18 | 29.70 | 31.19 | 31.44 |
| Rioz       | Julian   | 03/30/19 | 29.86 | 31.35 | 31.60 |
| Walter     | Craig    | 11/24/08 | 30.65 | 32.18 | 32.43 |
| Pasley     | Latisha  | 12/11/02 | 31.78 | 33.37 | 33.62 |
| Cody       | Richard  | 03/30/19 | 31.84 | 33.43 | 33.68 |
| Stimpson   | David    | 04/23/22 | 32.42 | 34.04 | 34.29 |
| Floryance  | Jason    | 11/10/18 | 32.85 | 34.49 | 34.74 |
| Santos     | Joshua   | 09/20/14 | 33.36 | 35.03 | 35.28 |
| Mathis     | Nicholas | 03/03/18 | 34.99 | 36.74 | 36.99 |
| Sanchez    | Joseph   | 06/19/96 | 35.56 | 37.34 | 37.59 |
| Kearney    | Brian    | 04/23/22 | 38.21 | 40.12 | 40.37 |
| Millan     | Juan     | 09/01/18 | 39.25 | 41.21 | 41.46 |
| Whittier   | Matthew  | 04/18/15 | 40.13 | 42.14 | 42.39 |
| Hughes     | Timothy  | 12/23/17 | 40.72 | 42.76 | 43.01 |
| Morehouse  | Bruce    | 09/10/11 | 42.28 | 44.39 | 44.64 |

| Last Name    | First Name | NEW PG | CLASS                                    | Position Date | Current Rate |
|--------------|------------|--------|------------------------------------------|---------------|--------------|
| Frage        | Rave       | P101   | Police Officer                           | 01/31/23      | 22.42        |
| Velez Jr     | Edwardo    | P101   | Police Officer                           | 01/17/23      | 22.42        |
| Kelly        | Javon      | P101   | Police Officer                           | 10/18/22      | 22.42        |
| Mercado      | Angel      | P101   | Police Officer                           | 10/18/22      | 22.42        |
| Sturdivant   | Terrence   | P101   | Police Officer                           | 04/28/22      | 22.42        |
| Muller       | Corey      | P101   | Police Officer                           | 02/07/22      | 22.42        |
| Greene       | Devin      | P101   | Police Officer                           | 10/27/21      | 22.42        |
| Phillips     | Lamar      | P101   | Police Officer                           | 07/09/21      | 22.42        |
| Burns        | Darius     | P101   | Police Officer                           | 07/06/21      | 22.42        |
| Schramm      | Juston     | P101   | Police Officer                           | 07/06/21      | 22.42        |
| Merhib       | Michael    | P101   | Police Officer                           | 03/22/21      | 22.42        |
| Nelson       | Stephanie  | P101   | Police Officer                           | 03/22/21      | 22.42        |
| Cortes       | Emanuel    | P101   | Police Officer                           | 09/28/20      | 22.42        |
| Dumont       | Travis     | P101   | Police Officer                           | 09/02/20      | 22.42        |
| Clark        | Damon      | P101   | Police Officer                           | 08/03/20      | 22.42        |
| Riedinger    | Ryan       | P101   | Police Officer                           | 06/08/20      | 22.42        |
| Lowery       | Daisy      | P101   | Police Officer                           | 11/15/21      | 22.42        |
| Large        | Gwenyth    | P101   | Police Officer                           | 07/26/21      | 22.42        |
| Magee        | Lawson     | P101   | Police Officer                           | 03/03/21      | 22.42        |
| Mulero       | Johan      | P101   | Police Officer                           | 02/04/13      | 23.38        |
| Johnson      | Roman      | P101   | Police Officer                           | 12/09/19      | 23.55        |
| Jones        | Jonathan   | P101   | Police Officer                           | 10/28/19      | 23.55        |
| Rideout      | Timothy    | P101   | Police Officer                           | 10/28/19      | 23.55        |
| Leary        | Dante      | P101   | Police Officer                           | 05/06/19      | 23.55        |
| Cosens       | Adam       | P101   | Police Officer                           | 02/18/19      | 23.55        |
| Scott        | Dylan      | P101   | Police Officer                           | 02/18/19      | 23.55        |
| Kryshchenko  | Illya      | P101   | Police Officer                           | 04/27/15      | 23.92        |
| Miller       | Jackson    | P101   | Detective - Criminal Investigations Unit | 08/14/18      | 24.13        |
| Torres       | Jose       | P101   | Police Officer                           | 08/06/18      | 24.13        |
| Winland      | Bobby      | P101   | Police Officer                           | 07/02/18      | 24.13        |
| Watts        | Shannon    | P101   | Police Officer                           | 03/05/18      | 24.13        |
| McQueen      | Jermaine   | P101   | Police Officer                           | 10/18/22      | 25.45        |
| Denatale Jr. | Anthony    | P101   | Police Officer                           | 10/10/22      | 25.78        |
| Cooper       | William    | P101   | Police Officer - SRO                     | 03/07/16      | 24.71        |
| Harris       | Michael    | P102   | Corporal                                 | 12/17/22      | 24.73        |
| Cash         | Richard    | P101   | Detective - Special Investigation Unit   | 03/30/19      | 24.88        |
| Bota         | Anthony    | P101   | Detective - Criminal Investigations Unit | 01/07/19      | 25.07        |
| Burger       | Alisha     | P101   | Police Officer                           | 11/06/18      | 25.67        |
| Casseus      | Jean       | P102   | Corporal                                 | 12/17/22      | 26.62        |
| Salmon       | Matthew    | P103   | Sergeant                                 | 12/17/22      | 27.25        |
| Stacy        | Michael    | P103   | Sergeant - Special Ops                   | 10/08/22      | 27.25        |
| Bice         | Brian      | P101   | Police Officer - SRO                     | 11/04/13      | 27.27        |
| Welch        | Kyle       | P101   | Police Officer                           | 07/15/13      | 27.27        |
| Mirino       | Michael    | P102   | Police Corporal                          | 10/18/22      | 28.21        |
| Rutherford   | John       | P103   | Sergeant                                 | 09/01/18      | 28.23        |



|            |          |      |                                        |          |       |
|------------|----------|------|----------------------------------------|----------|-------|
| Spires     | Roger    | P102 | Corporal - C Squad                     | 10/10/20 | 28.38 |
| Ramkissoon | Ken      | P101 | Detective - Criminal Investions Unit   | 01/07/19 | 28.46 |
| Tagle      | Tony     | P103 | Sergeant - Criminal Investigation Unit | 11/20/21 | 29.16 |
| Allen      | Justin   | P103 | Sergeant - Special Investigate Unit    | 03/03/18 | 29.70 |
| Rioz       | Julian   | P103 | Sergeant - CID                         | 03/30/19 | 29.86 |
| Walter     | Craig    | P101 | Police Officer                         | 11/24/08 | 30.65 |
| Pasley     | Latisha  | P101 | Police Officer                         | 12/11/02 | 31.78 |
| Cody       | Richard  | P103 | Sergeant - D Squad / K-9               | 03/30/19 | 31.84 |
| Stimpson   | David    | P104 | Lieutenant                             | 04/23/22 | 32.42 |
| Floryance  | Jason    | P103 | Sergeant - B Squad                     | 11/10/18 | 32.85 |
| Santos     | Joshua   | P103 | Sergeant - Recruitment/ Comm Service   | 09/20/14 | 33.36 |
| Mathis     | Nicholas | P104 | Lieutenant                             | 03/03/18 | 34.99 |
| Sanchez    | Joseph   | P101 | Detective - VBI                        | 06/19/96 | 35.56 |
| Kearney    | Brian    | P104 | Lieutenant                             | 04/23/22 | 38.21 |
| Millan     | Juan     | P104 | Lieutenant                             | 09/01/18 | 39.25 |
| Whittier   | Matthew  | P104 | Lieutenant                             | 04/18/15 | 40.13 |
| Hughes     | Timothy  | P104 | Lieutenant                             | 12/23/17 | 40.72 |
| Morehouse  | Bruce    | P104 | Lieutenant                             | 09/10/11 | 42.28 |

| Pay Plan<br>Adjustment | Merit |      | CBA<br>Approved | April 1<br>25 Cents |
|------------------------|-------|------|-----------------|---------------------|
| 0.58                   |       | 0.25 | 23.00           | 23.25               |
| 0.58                   |       | 0.25 | 23.00           | 23.25               |
| 0.58                   |       | 0.25 | 23.00           | 23.25               |
| 0.58                   |       | 0.25 | 23.00           | 23.25               |
| 0.58                   |       | 0.25 | 23.00           | 23.25               |
|                        | 1.12  | 0.25 | 23.54           | 23.79               |
|                        | 1.12  | 0.25 | 23.54           | 23.79               |
|                        | 1.12  | 0.25 | 23.54           | 23.79               |
|                        | 1.12  | 0.25 | 23.54           | 23.79               |
|                        | 1.12  | 0.25 | 23.54           | 23.79               |
|                        | 1.12  | 0.25 | 23.54           | 23.79               |
|                        | 1.12  | 0.25 | 23.54           | 23.79               |
|                        | 1.12  | 0.25 | 23.54           | 23.79               |
|                        | 1.12  | 0.25 | 23.54           | 23.79               |
|                        | 1.12  | 0.25 | 23.54           | 23.79               |
|                        | 1.12  | 0.25 | 23.54           | 23.79               |
|                        | 1.12  | 0.25 | 23.54           | 23.79               |
|                        | 1.12  | 0.25 | 23.54           | 23.79               |
|                        | 1.12  | 0.25 | 23.54           | 23.79               |
|                        | 1.12  | 0.25 | 23.54           | 23.79               |
|                        | 1.17  | 0.25 | 24.55           | 24.80               |
|                        | 1.18  | 0.25 | 24.73           | 24.98               |
|                        | 1.18  | 0.25 | 24.73           | 24.98               |
|                        | 1.18  | 0.25 | 24.73           | 24.98               |
|                        | 1.18  | 0.25 | 24.73           | 24.98               |
|                        | 1.18  | 0.25 | 24.73           | 24.98               |
|                        | 1.18  | 0.25 | 24.73           | 24.98               |
|                        | 1.20  | 0.25 | 25.12           | 25.37               |
|                        | 1.21  | 0.25 | 25.34           | 25.59               |
|                        | 1.21  | 0.25 | 25.34           | 25.59               |
|                        | 1.21  | 0.25 | 25.34           | 25.59               |
|                        | 1.21  | 0.25 | 25.34           | 25.59               |
|                        |       | 0.25 | 25.45           | 25.70               |
|                        |       | 0.25 | 25.78           | 26.03               |
|                        | 1.24  | 0.25 | 25.95           | 26.20               |
|                        | 1.24  | 0.25 | 25.97           | 26.22               |
|                        | 1.24  | 0.25 | 26.12           | 26.37               |
|                        | 1.25  | 0.25 | 26.32           | 26.57               |
|                        | 1.28  | 0.25 | 26.95           | 27.20               |
|                        | 1.33  | 0.25 | 27.95           | 28.20               |
|                        | 1.36  | 0.25 | 28.61           | 28.86               |
|                        | 1.36  | 0.25 | 28.61           | 28.86               |
|                        | 1.36  | 0.25 | 28.63           | 28.88               |
|                        | 1.36  | 0.25 | 28.63           | 28.88               |
|                        | 1.41  | 0.25 | 29.62           | 29.87               |
|                        | 1.41  | 0.25 | 29.64           | 29.89               |

|      |      |       |       |
|------|------|-------|-------|
| 1.42 | 0.25 | 29.80 | 30.05 |
| 1.42 | 0.25 | 29.88 | 30.13 |
| 1.46 | 0.25 | 30.62 | 30.87 |
| 1.49 | 0.25 | 31.19 | 31.44 |
| 1.49 | 0.25 | 31.35 | 31.60 |
| 1.53 | 0.25 | 32.18 | 32.43 |
| 1.59 | 0.25 | 33.37 | 33.62 |
| 1.59 | 0.25 | 33.43 | 33.68 |
| 1.62 | 0.25 | 34.04 | 34.29 |
| 1.64 | 0.25 | 34.49 | 34.74 |
| 1.67 | 0.25 | 35.03 | 35.28 |
| 1.75 | 0.25 | 36.74 | 36.99 |
| 1.78 | 0.25 | 37.34 | 37.59 |
| 1.91 | 0.25 | 40.12 | 40.37 |
| 1.96 | 0.25 | 41.21 | 41.46 |
| 2.01 | 0.25 | 42.14 | 42.39 |
| 2.04 | 0.25 | 42.76 | 43.01 |
| 2.11 | 0.25 | 44.39 | 44.64 |

## Mark Hayward

---

**From:** Bruce Morehouse  
**Sent:** Thursday, March 9, 2023 8:39 AM  
**To:** Mark Hayward  
**Subject:** CBA

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Mark,

The union met last night and voted to accept the 2022-2023 proposal.

Regards,

Bruce

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

Verification: This message sent from Morehouseb@DELAND.ORG

**CITY OF DELAND**  
**Request for Commission Action**  
**April 17, 2023**

**SUBJECT:** Resolution Approving the Sole Source Purchase of a Landoll Trailer to Haul Equipment.

**DEPARTMENT:** Public Works

**PREPARED BY:** Ray Underwood, Public Works Director

**ATTACHMENTS:** Sole Source Resolution - Landoll Trailer, Quote Landoll Proposal, Sole Source Letter

**APPROVED BY:** Michael Pleus, City Manager, April 10, 2023

---

**SUMMARY/HIGHLIGHT:**

The purpose of this RCA is to request the Commission adopt a resolution approving the sole source purchase of a Landoll Trailer. Florida Utility Trailers is the sole authorized trailer dealer for Volusia County Florida. This trailer will surplus an existing piece of equipment in Public Works and allow the department to continue safely hauling large pieces of equipment city wide.

**STRATEGIC PLAN FOCUS AREA/ACTION STEP:**

High Value Government

**SUSTAINABILITY:**

Maintain Facilities and Property

**FISCAL IMPACT:**

This item has a fiscal impact of \$119,893.00 for the Sole Source purchase of this trailer. There are sufficient funds in the budget to cover this request.

**RECOMMENDATION:**

It is recommended that the City Commission approve the attached resolution authorizing the sole source purchase of a Landoll Trailer from Florida Utility Trailers, in the amount of \$119,893.00

**BACKGROUND/DISCUSSION:**

This is budgeted replacement of an existing trailer in Public Works used to haul large pieces of equipment city wide,

**RESOLUTION NO. 2023 -**

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, RELATING TO PURCHASING BY THE CITY UNDER THE PROVISIONS OF ARTICLE VIII, SECTION 63 OF THE CODE OF ORDINANCES OF THE CITY OF DELAND RELATING TO AN EXCEPTION TO COMPETITIVE BIDDING PERTAINING TO PURCHASES WITHOUT COMPETITIVE BIDDING WHEN AVAILABLE ONLY FROM A SINGLE SOURCE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AN EXHIBIT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Article VIII, Section 63 of the Code of Ordinances of the City of DeLand provides for an exception to the general competitive bidding requirements of the City and states, in pertinent part, that:

The City Commission may also authorize by resolution the purchase of equipment, materials or supplies without competitive bidding when these are available only from a single source . . .

; and

**WHEREAS**, the City's Public Works Department needs an equipment hauling trailer that meets very particular specifications for hauling the heavy equipment that the City uses; and

**WHEREAS**, the City's Public Works Department has done extensive research and determined that the Landoll Trailer is the only brand of trailer that will meet the City's specific requirements; and

**WHEREAS**, The Public Works Director has informed the City Commission that, to the best of his knowledge, Florida Utility Trailers is the sole authorized Landoll Trailer dealer for Volusia County and there are no other suppliers in this area; and

**WHEREAS**, the City Commission has determined that there is a legitimate need to authorize a sole source purchase of a Landoll brand trailer from Florida Utility Trailers; and

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

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

**Section 1. Legislative Findings and Intent.**

(a). The City Commission of the City of DeLand hereby adopts and incorporates into this Resolution the recitals (whereas clauses) to this Resolution.

(b). The City Commission of the City of DeLand hereby determines that the adoption of this Resolution and taking the actions set forth herein would be in the public interest and serve a public purpose.

(c). The sole source justification standards applicable to this matter have been met and adhered to and the subject vendor is deemed the only capable provider of the subject goods and the sole source procurement activity authorized herein is in the best interest of the City.

(d). The City of DeLand has complied with all requirements and procedures of Florida law in processing and adopting this Resolution.

## **Section 2. Sole Source Procurement.**

(a). The City Commission hereby waives the City's competitive bidding requirement for the necessary purchase of the Landoll Trailer from Florida Utility Trailers.

(b). The City Commission hereby declares that the purchase herein authorized is clearly and legitimately limited to a single source of supply and that the sole source of that supply for hauling large pieces of equipment city wide, is Florida Utility Trailers.

(c). The attached invoice relating to the purchase of the Landoll Trailer as issued by Florida Utility Trailers, Inc., is hereby incorporated herein as a substantive part of this Resolution and approved for payment.

## **Section 3. Implementing administrative actions.**

The City Manager, City Clerk, and City Attorney are hereby generally authorized to take any and all actions necessary and appropriate to implement the provisions of this Resolution to include, but not limited to, the approval and execution of procurement documents relating to the purchase of the Landoll Trailer.

## **Section 4. Savings.**

All prior actions of the City Commission relating to City procurement and purchasing matters, and any and all related activities, are hereby ratified and affirmed.

## **Section 5. Conflicts.**

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

## **Section 6. Severability.**

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

**Section 7. Effective Date.**

This Resolution shall become effective immediately upon enactment.

---

Christopher M. Cloudman  
Mayor-Commissioner

**ATTEST:**

---

Julie A. Hennessy  
City Clerk - Auditor

**APPROVED AS TO FORM AND LEGALITY:**

---

Darren J. Elkind  
City Attorney



~~1321307~~ 13217-004



Florida Utility Trailers, Inc.  
7808 North US 301  
Tampa FL 33637  
Phone: (800) 404-6021

**Buyers Order**

Contract Date: 01/11/2023  
Deal #: DE-04113  
Customer #: PROS-002414  
Salesperson: Dennis Flockhart

Bill To: PROS-002414  
CITY OF DELAND - PUBLIC WORKS  
7808  
DELAND FL 32724  
P:(386) 624-4140

Ship To:  
CITY OF DELAND - PUBLIC WORKS  
7808  
DELAND, FL 32724  
  
PO #

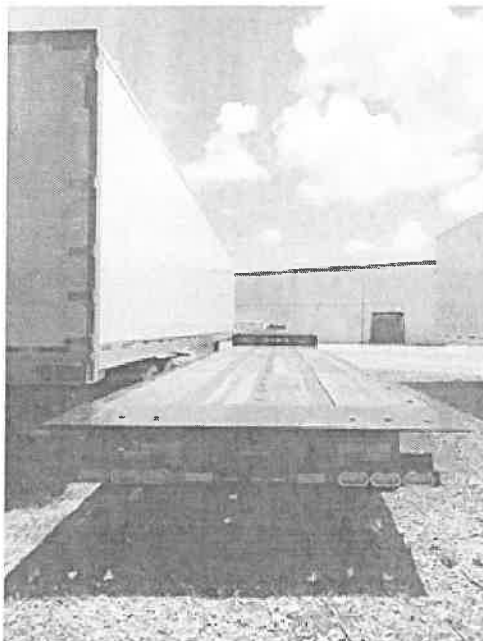
|                                                                                           |                    |                            |          |                        |
|-------------------------------------------------------------------------------------------|--------------------|----------------------------|----------|------------------------|
| Stock#: TBD                                                                               | VIN: ILH440-53-TBD | New 2023 LANDOLL DROP DECK | Price:   | \$107,211.61           |
| Need Tax Exemption verification - Customer do own tag & title work - Price is FOB Factory |                    |                            |          |                        |
| FET                                                                                       | \$12,865.39        | Tire Credit                | \$202.00 | FET Net \$12,663.39    |
|                                                                                           |                    |                            |          | Per Unit: \$119,875.00 |
| Total Price                                                                               |                    |                            |          | \$107,211.61           |
| FET                                                                                       |                    |                            |          | \$12,663.39            |
| Tire Fee                                                                                  |                    |                            |          | \$8.00                 |
| Temp Tag                                                                                  |                    |                            |          | \$10.00                |
| Total                                                                                     |                    |                            |          | \$119,893.00           |

PLEASE REMIT TO: 1101 S. ORANGE BLOSSOM TR., APOPKA, FL 32703-6564

DISCLAIMER OF WARRANTIES: Purchaser agrees that there are no warranties, express or implied, and all warranties of any kind, including specifically any express or implied warranty of merchantability or fitness for purpose, are hereby excluded both as to the vehicle and as to any maintenance or repair work performed by Seller on the vehicle.

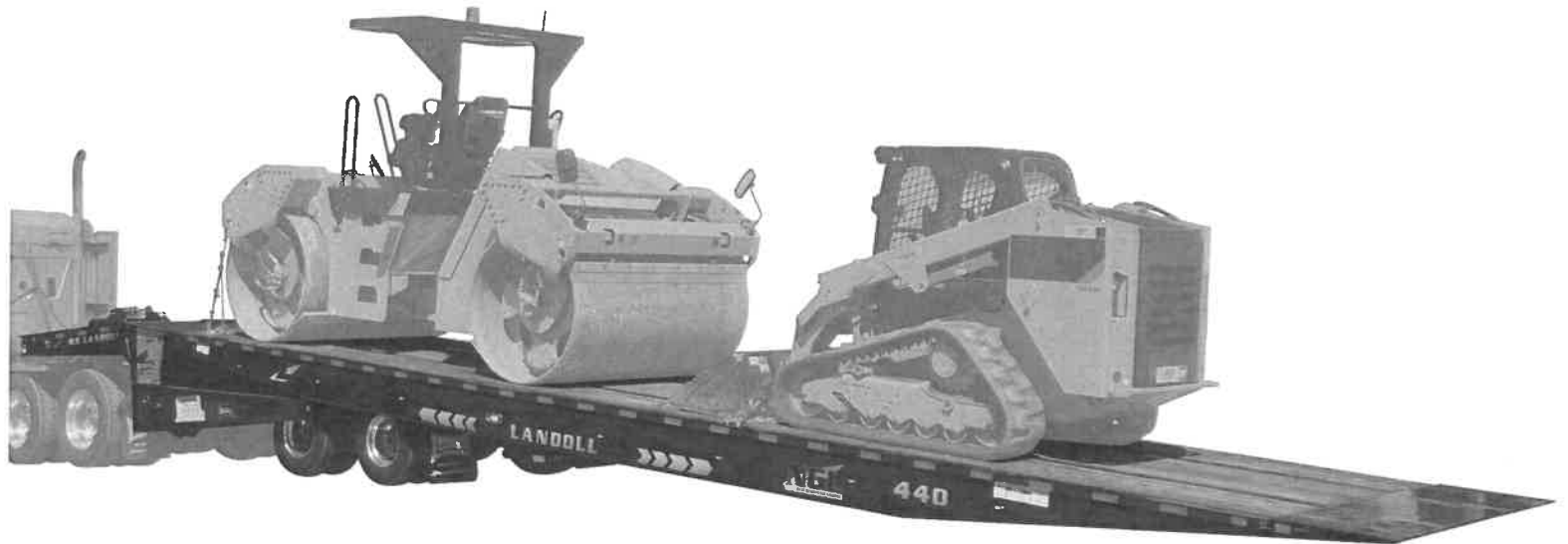
Purchaser's Signature (New) \_\_\_\_\_ Signature (Used) \_\_\_\_\_  
(Name and Title) Dealer FL UTILITY TRAILERS, INC.  
(Sold As Is)

|             |                                                                                                                                                                                                                                                                                    |                |          |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------|
| MODEL YEAR: | 2023                                                                                                                                                                                                                                                                               | ENGINEERED BY: | DATE:    |
| STD MODEL:  | 440B-53                                                                                                                                                                                                                                                                            | LENGTH:        | 53'      |
| WINCH:      | 20K Braden, Worm Gear                                                                                                                                                                                                                                                              | PIN SETTING:   | 21"      |
| DECK TYPE:  | APITONG WOOD DECKING                                                                                                                                                                                                                                                               | LOCATION:      | UPPER DE |
| WIDTH:      | 102" WIDTH                                                                                                                                                                                                                                                                         |                |          |
| SUSPENSION: | AIR RIDE SUSPENSION                                                                                                                                                                                                                                                                |                |          |
| WHEEL RIMS: | (4) ALUMINUM POLISHED OUTER HUB PILOT WHEEL ASSEMBLY W/OUTBOARD DRUMS<br>(4) STEEL INNER HUB PILOT WHEEL ASSEMBLY W/OUTBOARD DRUMS                                                                                                                                                 |                |          |
| TIRES:      | 235/75R 17.5 DOUBLE COIN LRJ TIRES                                                                                                                                                                                                                                                 |                |          |
| TOOLBOXES:  | SIDE OPENING TOOLBOXES                                                                                                                                                                                                                                                             |                |          |
| FEATURES:   | ADDITIONAL CROSSMEMBERS, TWO SPD LANDING GEAR, LED LIGHT PKG, CENTRALIZED GREASE<br>HEAVY DUTY LOWER FLANGE AND WEB KIT, HIGH VISIBILITY DECAL PACKAGE; STROBE LIGHT PKG                                                                                                           |                |          |
| OPTIONS:    | WIRELESS REMOTE CONTROL-WINCH-AXLE TRAVEL-DOCK ARM-RAMP<br>Lower Deck Center Keyhole Tie Downs Flush with Wood<br>Folding Step Street Side<br>Tire Air System - Meritor Air Inflation System by PSI<br>Air-Weigh Bluetooth Digital<br>Scale System Quickload<br>Plus (Trailer Ony) |                |          |
| VIN #:      | PAINT COLOR: POWDER COAT BLACK                                                                                                                                                                                                                                                     |                |          |





# MODEL 440/455 NGL TRAVELING AXLE TRAILER



Easy to Operate Control Panel  
Enhanced Lighted Control Panel  
Optional Wireless Remote Control



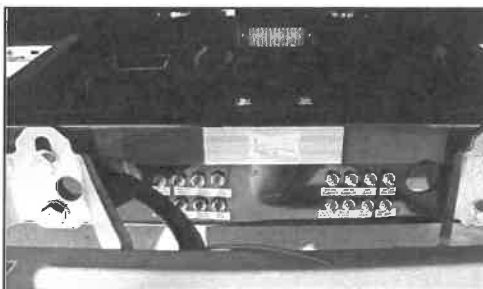
Easy Hook Up Hydraulics  
Upper Deck Lighted Toolbox



LED Lights



Smooth Transition to Upper Deck



Centralized Grease



6.5° Low Load Angle

**Proven Solutions for Your Hauling Needs!**  
**1-800-428-5655 | [www.landoll.com/trailers](http://www.landoll.com/trailers)**





# Standard & Optional Equipment / Features

## Model 440 / 455 Traveling Axle Trailer



S=Standard O=Optional

| MODEL 455                                                             | 55 TON | 110,000 lbs. |
|-----------------------------------------------------------------------|--------|--------------|
| MODEL 440                                                             | 40 TON | 80,000 lbs.  |
| <b>MAIN FRAME</b>                                                     |        |              |
| - Fabricated 80,000 and 100,000 PSI Yield Beams                       | S      | S            |
| - Four Beam Design                                                    | S      | S            |
| <b>KINGPIN SETTING</b>                                                |        |              |
| - 21" Setting                                                         | S      | S            |
| - 80" Swing Clearance                                                 | S      | S            |
| - 2" 5th-Wheel Kingpin Hitch                                          | S      | S            |
| <b>CROSSMEMBERS</b>                                                   |        |              |
| - Alternating 4" and 3" Jr. I-Beam on 8" Centers                      | S      | S            |
| - 4" Jr. I-Beam on 8" Centers                                         |        | S            |
| <b>WINCH</b>                                                          |        |              |
| - 12,000 lb. Worm Gear with Spring Tension and 85' of 1/2" Cable      | S      | S            |
| - 20,000 lb. Worm Gear with Spring Tension and 85' of 5/8" Cable      | O      | O            |
| - 20,000 lb Planetary 2-Speed and 85' of 5/8" Cable                   | O      | O            |
| - 30,000 lb. Planetary 2-Speed and 85' of 5/8" Flex 9 Cable           | O      | O            |
| <b>DECK AND FEATURES</b>                                              |        |              |
| - 102" Wide                                                           |        | S            |
| - Deck Rating 50,000 lb. in 10'                                       | S      | S            |
| - Deck Rating 70,000 lb. in 10'                                       |        | S            |
| - 90° Slope Drop                                                      | S      | S            |
| - 37" Deck Height (Loaded)                                            | S      | S            |
| - 1 1/2" Apitong Hardwood Deck                                        | S      | S            |
| - Aluminum Pullouts to 13' Wide                                       | O      | O            |
| - 6.5° Load Angle                                                     | S      | S            |
| <b>ACCESSORIES</b>                                                    |        |              |
| - Flat Approach Plate with 6 Keyhole Tie Downs                        | S      | S            |
| - Automatic Slack Adjusters                                           | S      | S            |
| - Main Deck Center Slope Roller                                       | S      | S            |
| - Upper Deck Slope Rollers                                            | O      | O            |
| <b>TIE DOWNS / CHAIN GOTCHAS</b>                                      |        |              |
| - Double Keyhole Chain Slots with Square Stake Pockets on 16" Centers | S      | S            |
| <b>TOOL BOX (UPPER DECK)</b>                                          |        |              |
| - Non-Weight Bearing Top Opening, Lighted Tool Box                    | S      | S            |
| - Weight Bearing Top Opening, Lighted Tool Box                        | O      | O            |
| - Side Opening Door, Lighted Tool Box                                 | O      | O            |
| <b>PARKING STANDS</b>                                                 |        |              |
| - Pin Drop                                                            | O      | O            |
| - Jost Two Speed Landing Gear                                         | S      | S            |

| MODEL 455                                                                                     | 55 TON | 110,000 lbs. |
|-----------------------------------------------------------------------------------------------|--------|--------------|
| MODEL 440                                                                                     | 40 TON | 80,000 lbs.  |
| <b>SUSPENSION / AXLES</b>                                                                     |        |              |
| - SAF-Holland/Neway Air Ride RLU228, 22,500 lb. Capacity                                      | S      | S            |
| - Dock Level Hydraulic 62,000 lb. Capacity (Not Available with 215/75R 17.5 Low-Pro Tires)    | O      | O            |
| - Centralized Grease System                                                                   | S      | S            |
| - (2) 25,000 lb. Axles, Dual Tire, Oil Bath Bearings                                          | S      | S            |
| - (3) 25,000 lb. Axles, Dual Tire, Oil Bath Bearings                                          |        | S            |
| <b>BRAKES</b>                                                                                 |        |              |
| - 12.25x7.5 Full Air / Spring Brakes ABS, 4S2M                                                | S      | S            |
| - 16.5x7 Full Air / Spring Brakes ABS, 4S2M                                                   | O      | O            |
| <b>TIRES / RIMS</b>                                                                           |        |              |
| - 235/75R 17.5 Double Coin Tires on 17.5x6.75 Tubeless Rims                                   | S      | S            |
| - 255/70R 22.5 Double Coin Tires on 22.5x7.5 Tubeless Rims                                    | O      | O            |
| - 255/70R 22.5 Michelin Tires on 22.5x7.5 Tubeless Rims                                       | O      | O            |
| - All Axles Prepped for Tire Inflation                                                        | S      | S            |
| - Tire Inflation System                                                                       | O      | O            |
| - Hubometer                                                                                   | O      | O            |
| <b>HYDRAULIC HOOK UP</b>                                                                      |        |              |
| - Quick Couplers 2,500 PSI - 20 GPM at Controls, 50 GPM Max                                   | S      | S            |
| <b>LIGHTS</b>                                                                                 |        |              |
| - Grote Clear Lens LED with Chrome Bezel (10 Year Warranty)                                   | S      | S            |
| - Grote "Xtreme" Wiring Harness (7-Year Warranty)                                             | S      | S            |
| - Center Mounted Side Turn Signal                                                             | S      | S            |
| - Slope Mounted Rear Facing Work Lights                                                       | O      | O            |
| - Prepped for Slope Mounted Work Light Option                                                 | S      | S            |
| - Center Rear Strobe Light                                                                    | S      | S            |
| - Mud Flap, Stop, Turn and Tail Lights                                                        | S      | S            |
| <b>FINISH / COLOR</b>                                                                         |        |              |
| - Steel Grit Shot Blast to Bright Metal                                                       | S      | S            |
| - Zinc Rich Primer                                                                            | S      | S            |
| - TGIC Polyester Powder Coat White, Black, Yellow, Blue, Red, Green, Sapphire Blue, Dark Gray | S      | S            |
| <b>WEIGHT (ESTIMATED)</b>                                                                     |        |              |
| - 440-41' - 16,820 lbs. +/-3%                                                                 | S      |              |
| - 440-48' - 18,575 lbs. +/-3%                                                                 | S      |              |
| - 440-50' CA - 19,355 lbs. +/-3%                                                              | S      |              |
| - 440-53' - 19,610 lbs. +/-3%                                                                 | S      |              |
| - 455-48' - 21,980 lb. +/-3%                                                                  |        | S            |
| - 455-50' - 23,010 lbs. +/-3%                                                                 |        | S            |
| - 455-50' CA - 22,945 lbs. +/-3%                                                              |        | S            |
| - 455-53' - 24,485 lbs. +/-3%                                                                 |        | S            |

Pictures and content may include optional equipment and/or standard features that may not be standard on all models. Specification and design subject to change without notice. Weights and measurements are best estimates and should not be treated as actual. There are other features and optional equipment available. If you have any questions, consult the factory. Capacity ratings are frame capacities only. Actual load capacities may be restricted by factors such as gross axle weight ratings (GAWR) or state and federal regulations.

**MORE OPTIONS AVAILABLE  
INCLUDING WIRELESS REMOTE CONTROL  
KICKER ROLLERS OR RAILROAD DECK  
CONSULT FACTORY**

**Call 1-800-428-5655**

**Proven Solutions for Your Hauling Needs!**



**[www.landoll.com/trailers](http://www.landoll.com/trailers)**

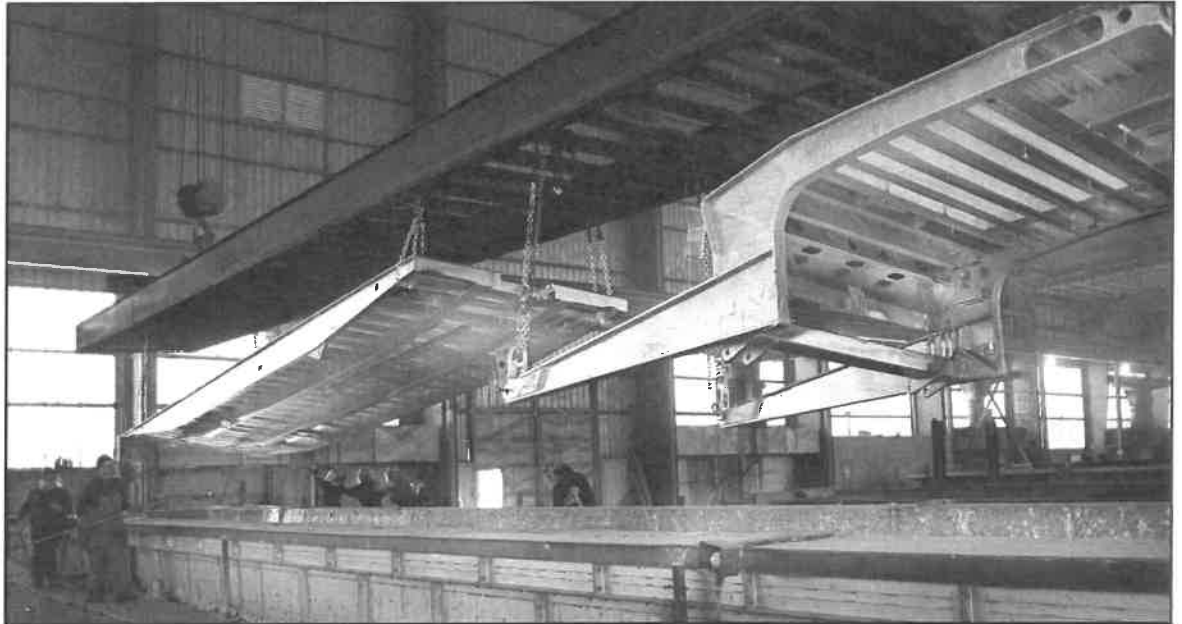
1900 North Street | Marysville, KS 66508 | Ph: 785-562-5381 | Fax: 888-293-6779

**Remember: Quality is Always a Bargain!**





**OPTION**  
**GALVANIZING**  
**AVAILABLE ON ALL TRAILERS**

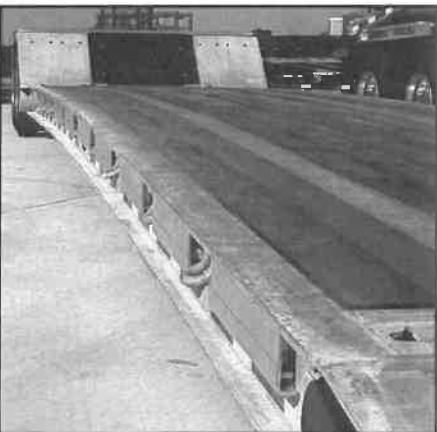
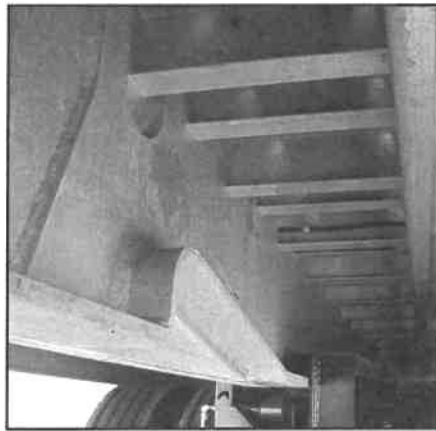
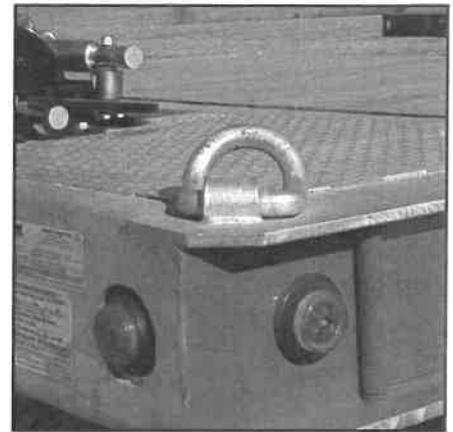
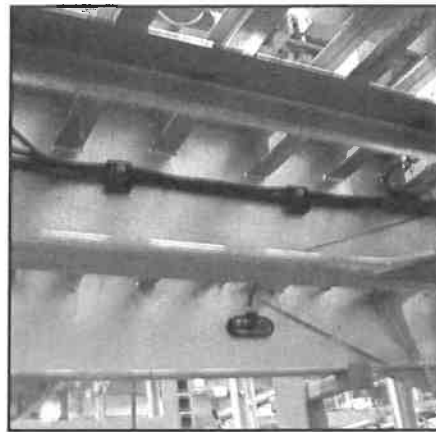


***Proven Solutions for Your Hauling Needs!***  
**1-800-428-5655 | [www.landoll.com/trailers](http://www.landoll.com/trailers)**





## Galvanizing Option for Corrosion Resistance



Pictures and content may include optional equipment and/or standard features that may not be standard on all models. Specification and design subject to change without notice. Weights and measurements are best estimates and should not be treated as actual. There are other features and optional equipment available. If you have any questions, consult the factory. Capacity ratings are frame capacities only. Actual load capacities may be restricted by factors such as gross axle weight ratings (GAWR) or state and federal regulations.

**Call 1-800-428-5655**

***Proven Solutions for Your Hauling Needs!***

***www.landoll.com/trailers***

1900 North Street | Marysville, KS 66508 | Ph: 785-562-5381 | Fax: 888-293-6779

***Remember: Quality is Always a Bargain!***





# LANDOLL CORPORATION

P.O. Box 111 · 1900 North Street · Marysville, KS 66508  
Ph: 785-562-5381 · Fax: 888-293-6779 · [www.landoll.com](http://www.landoll.com)

January 12, 2023

To Our Partners in the Great State of Florida:

The sole Authorized Landoll Trailer Dealer for Volusia County Florida is:

Florida Utility Trailers  
7808 N. US 301  
Tampa, FL 33637

Thank you for your continued support of Landoll Trailers.

Regards,

Will Stanard  
Landoll Corporation  
Transportation Products Division  
SE District Manager  
Direct: 205-242-2932  
Email: [will.stanard@landoll.com](mailto:will.stanard@landoll.com)



---

**USA**, Please enter your zip code:

32720

**Canada**, Please enter the 2-letter abbreviation for your province:

Find Your Dealer

### Your Landoll Trailers Dealer

**Dealer:** Florida Utility Trailers Inc

**Contact:** Dennis Flockhart

**Phone Number:** 800-404-6021

**Email Address:** [Email Dealer](#)

**Address:**

7808 N US 301

Tampa, FL 33637

**District Manager:** Will Stanard

**Phone Number:** (205) 242-2932

**USA,** Please enter your zip code:

32316

**Canada,** Please enter the 2-letter abbreviation for your province:

[Find Your Dealer](#)

## Your Landoll Trailers Dealer

**Dealer:** Hale Trailer Brake & Wheel Inc. Jacksonville

**Contact:** Tom Weaver

**Phone Number:** 800-828-3055

**Email Address:** [Email Dealer](#)

**Address:**

271 Halsema Road S

Jacksonville, FL 32221

**District Manager:** Will Stanard

**Phone Number:** (205) 242-2932

**CITY OF DELAND**  
**Request for Commission Action**  
**April 17, 2023**

**SUBJECT:** Resolution Approving City Works Enterprise Annual Sole Source License Agreement.

**DEPARTMENT:** Information Technology

**PREPARED BY:** Jessica Gray, IT Admin

**ATTACHMENTS:** Resolution, Cityworks Sole Source Letter, Cityworks Annual Maintenance Quote

**APPROVED BY:** Michael Pleus, City Manager, April 10, 2023

---

**SUMMARY/HIGHLIGHT:**

The City Commission approved a four-year agreement with City Works Asset Management System in February 2017. This agreement expired in May 2021 and has been renewed annually thereafter. City Works is the Sole Source Provider of the City Works license and maintenance services. The City Works Asset Management System is used to manage City Assets and work orders in Public Works and Utilities and integrates into ArcGIS. In 2020, the Commission approved an Enterprise version which interfaces with our Utilities work order system and our water pipe inspection camera system, which allows for automation of mapping and scheduling of maintenance.

**STRATEGIC PLAN FOCUS AREA/ACTION STEP:**

High Value Government

**SUSTAINABILITY:**

N/A

**FISCAL IMPACT:**

The annual license cost of \$66,780 for the City Works Enterprise Management System. There are funds included in the FY 22-23 Budget for this purchase.

**RECOMMENDATION:**

Staff recommends the City Commission approve the Resolution authorizing the sole source purchase of the City Works Enterprise annual license agreement.

**BACKGROUND/DISCUSSION:**

N/A

**RESOLUTION NO. 2023 -**

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AUTHORIZING A SOLE SOURCE PURCHASE OF CITYWORKS ENTERPRISE ANNUAL SOFTWARE LICENSE AGREEMENT FROM AZTECA SYSTEMS, LLC – CITYWORKS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** Azteca Systems, LLC is the sole source provider of Cityworks software license and maintenance services; and

**WHEREAS,** Cityworks Asset Management System is used to manage City assets and work orders in Public Works and Utilities Departments, as well as integrates into ArcGIS; and

**WHEREAS,** the IT Director has informed the City Commission that, to the best of his knowledge, Azteca Systems, LLC - City Works, is the sole authorized provider of City Works Enterprise annual software license agreement and there are no other vendors where the licenses and maintenance service can be purchased.

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

**Section 1.** The City Commission hereby authorizes the sole source purchase of Cityworks Enterprise annual software License Agreement from Azteca Systems, LLC – Cityworks.

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

**PASSED AND DULY ADOPTED** this 17<sup>th</sup> 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

January 10, 2023

City of DeLand

Re: *Cityworks Sole Source Letter – City of DeLand, Florida*

To whom it may concern:

This letter is to confirm that the Cityworks® Software is a sole source product, designed, created, and owned exclusively by Azteca Systems, LLC. Azteca Systems is the sole creator and owner of the Cityworks software including the Copyrights and Trademarks for Cityworks® and Empowering GIS® in the United States and elsewhere. Within the United States of America, Azteca Systems, LLC is the sole source provider of the Cityworks license and maintenance services. The product may be purchased only directly from Azteca Systems or through authorized parties.

Should you have any further questions please contact me at (801)523-3732 or if you prefer e-mail at [george\\_mastakas@trimble.com](mailto:george_mastakas@trimble.com).

Sincerely,



George Mastakas  
Vice President, Azteca Systems, LLC

## Contact Information

|                  |                                                    |                    |                     |
|------------------|----------------------------------------------------|--------------------|---------------------|
| Contact Name:    | Jessica Gray                                       | Prepared By Name:  | Jenn Miya           |
| Customer:        | Deland (FL), City of                               | Prepared By Phone: | (801) 872-9528      |
| Contact Address: | 120 South Florida Ave.<br>DeLand, FL<br>32720-5422 | Prepared By Email: | jmiya@cityworks.com |

## Quote Lines

| Product Name                           | Quantity | Net Unit Price |
|----------------------------------------|----------|----------------|
| AMS ELA Premium                        | 1.00     | USD 66,780.00  |
| Pavement Management                    | 1.00     | USD 0.00       |
| CCTV Interface for PACP                | 1.00     | USD 0.00       |
| Performance Budgeting                  | 1.00     | USD 0.00       |
| Respond - AMS                          | 1.00     | USD 0.00       |
| Mobile Native Apps (iOS/Android) - AMS | 1.00     | USD 0.00       |
| Storeroom                              | 1.00     | USD 0.00       |
| Equipment Checkout                     | 1.00     | USD 0.00       |
| Contracts                              | 1.00     | USD 0.00       |
| Cityworks for Excel                    | 1.00     | USD 0.00       |
| Cityworks Analytics - AMS              | 1.00     | USD 0.00       |
| Operational Insights                   | 1.00     | USD 0.00       |
| Workload - AMS                         | 1.00     | USD 0.00       |
| Web Hooks - AMS                        | 1.00     | USD 0.00       |
| Service Request API                    | 1.00     | USD 0.00       |
| Work Order API - Extended              | 1.00     | USD 0.00       |
| Inspection API                         | 1.00     | USD 0.00       |
| Storeroom API                          | 1.00     | USD 0.00       |
| Metrics API                            | 1.00     | USD 0.00       |
| eURL - AMS                             | 1.00     | USD 0.00       |
| Citizen Engagement API                 | 1.00     | USD 0.00       |
| <b>TOTAL:</b>                          |          | USD 66,780.00  |

## Notes

|                     |               |                   |                       |
|---------------------|---------------|-------------------|-----------------------|
| Year 1 Dollar Value | USD 66,780.00 | Year 1 Date Range | 5/15/2023 - 5/14/2024 |
|---------------------|---------------|-------------------|-----------------------|

**Maintenance Start Date: 5/15/2023    Maintenance End Date: 5/14/2024**

**Quote Notes:**

Price has increased to reflect adjustment from the previous year. This change will take effect on your next annual renewal.

**Terms and Conditions**

**Payment Terms**

Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For "on-prem" installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

**Software Licensing**

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

**Taxes**

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

\_\_\_\_\_  
Accepted by:

\_\_\_\_\_  
Title

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

Azteca Systems, LLC - Cityworks | 11075 South State Street Suite 24, Sandy, UT 84070 | Corporate Main 801-523-2751 | Corporate Fax 801-523-3734



**CITY OF DELAND**  
**Request for Commission Action**  
**April 17, 2023**

**SUBJECT:** Consideration re Award of Bid for the 2022 Water Main Improvements.

**DEPARTMENT:** Utilities

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

**ATTACHMENTS:** Attachment A, 2022 WM - Final Bid Evaluation - FINAL

**APPROVED BY:** Michael Pleus, City Manager, April 11, 2023

---

**SUMMARY/HIGHLIGHT:**

On October 17th, 2021, the City Commission authorized Atkins Global Engineering to design multiple Water Main Extensions and replacements around the DeLand Utilities Service Area. The designed locations are DeLand Highlands Final Phase, Lake Ruby and Lyon Drive, Violetwood Road and Highland and Walts Avenue areas. All four areas, after improvements, would be brought up to current utility standards.

In addition, City Engineers designed in-house, the following roads/improvements to be included in this project: Alligator Road, Newport Road, Richland Avenue and Country-Pure improvements. The City lines were all designed to replace small diameter lines and upgrade to fire level service. We were asked by Country Pure to design a line extension to them as a back up water source in case their well failed. They placed a \$75,000.00 deposit with the City to pay for design, permitting and construction in good faith. The bid amount for their specific improvement was \$106,990.00 and they will need to authorize an additional payment for the City to proceed with the installation of the line.

Funds for the construction have been budgeted in the Utility Enterprise Fund and the City will also receive funds from Country Pure for their proportional share of the project. The project was advertised for bid via the internet based demandstar and the local newspaper. Bids were received from three firms and the results are presented in the attached bid tabulation. It should be noted that the apparent low bidder has withdrawn their bid and per the recommendation of the Engineer, staff is recommending the Commission award to the second low bidder.

**STRATEGIC PLAN FOCUS AREA/ACTION STEP:**

Sustainability.

**SUSTAINABILITY:**

Natural Resource Limits.

**FISCAL IMPACT:**

A total of \$2,348,610.00 was included in the FY 21-22 fiscal year budget for this project. The City will also receive funds from Country Pure in a total amount of \$106,990 to go toward the funding of this project as well. This brings the current total funding for this project to an amount of \$2,455,600. Award to the lowest bidder, General Underground, will result in an obligation of \$2,249,983.00. 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. The alternative bid was used to compare the price difference if the city would purchase the pipe

and it was not any cheaper. It was determined based on estimates that were received that it would not be advantageous.

**RECOMMENDATION:**

Staff recommends that the City Commission award the 2022 Water Main Improvements to General Underground in the amount of \$2,249,983.00.

**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 for the last several years. The reference checks with other Governments indicated that they have had positive experience with them including low incidence of contractor-initiated change orders.

BID TABULATION SHEET

Bid Title: 2022 WM Improvements

Bid No: B-23-07

OPENING DATE & TIME: March 16, 2023 @ 3:30 PM

POSTING DATE: March XX, 2023

POSTED BY: Corey McMillen

2021 Water Main Improvements, Highlands Phase 3 Improvements

(Drawings C-100 through C-113)

| Item No. | Item Description                                               | Estimated Quantity | Units |
|----------|----------------------------------------------------------------|--------------------|-------|
| 1        | Mobilization & Demobilization (Not to exceed 5% of Items 3-22) | 1                  | LS    |
| 2        | Indemnification                                                | 1                  | LS    |
| 3        | Connect to Existing @ Pierce Street & Old Daytona Road         | 1                  | EA    |
| 4        | Connect to Existing @ Oak Street & Old Daytona Road            | 1                  | EA    |
| 5        | Connect to Existing @ US Hwy 92 & Marsh Road                   | 1                  | EA    |
| 6        | Connect to Existing @ Pine Street & Old Daytona Road           | 1                  | EA    |
| 7        | Connect to Existing @ Talmadge Street & Old Daytona Road       | 1                  | EA    |
| 8        | F&I 6" Potable Water Main                                      | 280                | LF    |
| 9        | F&I 6" HDPE Potable Water Main                                 | 6600               | LF    |
| 10       | Miscellaneous Ductile Iron Fittings                            | 3000               | LB    |
| 11       | F&I Fire Hydrants                                              | 10                 | EA    |
| 12       | F&I 6-inch Gate Valves                                         | 3                  | EA    |
| 13       | Water Main Blow Off                                            | 3                  | EA    |
| 14       | F&I Short Single Water Service Connection                      | 47                 | EA    |
| 15       | F&I Long Single Water Service Connection                       | 45                 | EA    |
| 16       | Concrete Sidewalk Restoration                                  | 100                | SY    |
| 17       | Concrete Driveway Restoration                                  | 100                | SY    |
| 18       | Asphalt Pavement Restoration                                   | 100                | SY    |
| 19       | Dirt Road Restoration                                          | 100                | SY    |
| 20       | Electronic Marker Balls Programmable                           | 60                 | EA    |
| 21       | Electronic Marker Balls Non-Programmable                       | 120                | EA    |
| 22       | Record Drawings (Not less than 1% of Items 3-22)               | 1                  | LS    |
| 22A      | Irrigation Repair Allowance                                    | 1                  | LS    |
| Subtotal |                                                                |                    |       |

DB Civil Construction, LLC

| Unit Price   | Extended Price |
|--------------|----------------|
| \$44,000.00  | \$44,000.00    |
| \$1,000.00   | \$1,000.00     |
| \$8,000.00   | \$8,000.00     |
| \$8,000.00   | \$8,000.00     |
| \$4,800.00   | \$4,800.00     |
| \$8,000.00   | \$8,000.00     |
| \$8,000.00   | \$8,000.00     |
| \$160.00     | \$44,800.00    |
| \$66.00      | \$435,600.00   |
| \$4.00       | \$12,000.00    |
| \$7,500.00   | \$75,000.00    |
| \$3,800.00   | \$22,800.00    |
| \$2,700.00   | \$8,100.00     |
| \$2,100.00   | \$98,500.00    |
| \$2,500.00   | \$117,500.00   |
| \$80.00      | \$8,000.00     |
| \$100.00     | \$10,000.00    |
| \$140.00     | \$14,000.00    |
| \$40.00      | \$4,000.00     |
| \$170.00     | \$10,200.00    |
| \$80.00      | \$9,600.00     |
| \$100.00     | \$10,000.00    |
| \$5,000.00   | \$5,000.00     |
| \$962,000.00 |                |

General Underground

| Unit Price   | Extended Price |
|--------------|----------------|
| \$29,600.00  | \$29,600.00    |
| \$2,000.00   | \$2,000.00     |
| \$6,000.00   | \$6,000.00     |
| \$6,000.00   | \$6,000.00     |
| \$8,500.00   | \$8,500.00     |
| \$6,000.00   | \$6,000.00     |
| \$6,000.00   | \$6,000.00     |
| \$11,400.00  | \$11,400.00    |
| \$310,200.00 | \$310,200.00   |
| \$9,000.00   | \$9,000.00     |
| \$60,000.00  | \$60,000.00    |
| \$11,700.00  | \$11,700.00    |
| \$10,500.00  | \$10,500.00    |
| \$55,750.00  | \$55,750.00    |
| \$63,450.00  | \$63,450.00    |
| \$3,000.00   | \$3,000.00     |
| \$56.00      | \$56.00        |
| \$52.00      | \$52.00        |
| \$58,700.00  | \$58,700.00    |
| \$11,100.00  | \$11,100.00    |
| \$6,200.00   | \$6,200.00     |
| \$48,800.00  | \$48,800.00    |
| \$4.25       | \$4.25         |
| \$3.00       | \$3.00         |
| \$3,600.00   | \$3,600.00     |
| \$29,600.00  | \$29,600.00    |
| \$5,000.00   | \$5,000.00     |
| \$486,785.00 |                |

Superior Technologies Corp

| Unit Price   | Extended Price |
|--------------|----------------|
| \$1,000.00   | \$1,000.00     |
| \$2,000.00   | \$2,000.00     |
| \$6,440.00   | \$6,440.00     |
| \$6,440.00   | \$6,440.00     |
| \$6,440.00   | \$6,440.00     |
| \$6,440.00   | \$6,440.00     |
| \$6,440.00   | \$6,440.00     |
| \$11,400.00  | \$11,400.00    |
| \$34.00      | \$34.00        |
| \$8.00       | \$8.00         |
| \$63,700.00  | \$63,700.00    |
| \$11,800.00  | \$11,800.00    |
| \$12,000.00  | \$12,000.00    |
| \$5,800.00   | \$5,800.00     |
| \$4,800.00   | \$4,800.00     |
| \$4.25       | \$4.25         |
| \$3.00       | \$3.00         |
| \$9,800.00   | \$9,800.00     |
| \$5,000.00   | \$5,000.00     |
| \$486,785.00 |                |

2022 Water Main Improvements, Lake Ruby Improvements

(Drawings C-200 through C-206)

| Item No. | Item Description                                                | Estimated Quantity | Units |
|----------|-----------------------------------------------------------------|--------------------|-------|
| 23       | Mobilization & Demobilization (Not to exceed 5% of Items 25-44) | 1                  | LS    |
| 24       | Indemnification                                                 | 1                  | LS    |
| 25       | Connect to Existing @ Lake Ruby Road & Jeanette Lane            | 1                  | EA    |
| 26       | Connect to Existing @ Lyon Drive & Jeanette Lane                | 1                  | EA    |
| 27       | F&I 6" PVC Potable Water Main                                   | 200                | LF    |
| 28       | F&I 6" HDPE Potable Water Main                                  | 1,440              | LF    |
| 29       | F&I 12" PVC Potable Water Main                                  | 120                | LF    |
| 30       | F&I 12" HDPE Potable Water Main                                 | 1,480              | LF    |
| 31       | Miscellaneous Ductile Iron Fittings                             | 2,000              | LB    |
| 32       | F&I Fire Hydrants                                               | 4                  | EA    |
| 33       | F&I 6-inch Gate Valves                                          | 3                  | EA    |
| 34       | F&I 12-inch Gate Valves                                         | 1                  | EA    |
| 35       | Water Main Blow Off                                             | 2                  | EA    |
| 36       | F&I Short Single Water Service Connection                       | 15                 | EA    |
| 37       | F&I Long Single Water Service Connection                        | 15                 | EA    |
| 37A      | F&I Long Double Water Service Connection                        | 1                  | EA    |
| 38       | Concrete Sidewalk Restoration                                   | 50                 | SY    |
| 39       | Concrete Driveway Restoration                                   | 800                | SY    |
| 40       | Asphalt Pavement Restoration                                    | 100                | SY    |
| 41       | Dirt Road Restoration                                           | 50                 | SY    |
| 42       | Electronic Marker Balls Programmable                            | 20                 | EA    |
| 43       | Electronic Marker Balls Non-Programmable                        | 40                 | EA    |
| 44       | Record Drawings (Not less than 1% of Items 25-45)               | 1                  | LS    |
| 44A      | Irrigation Repair Allowance                                     | 1                  | LS    |
| Subtotal |                                                                 |                    |       |

DB Civil Construction, LLC

| Unit Price   | Extended Price |
|--------------|----------------|
| \$30,000.00  | \$30,000.00    |
| \$1,000.00   | \$1,000.00     |
| \$4,800.00   | \$4,800.00     |
| \$4,800.00   | \$4,800.00     |
| \$160.00     | \$32,000.00    |
| \$66.00      | \$95,040.00    |
| \$200.00     | \$20,000.00    |
| \$119.00     | \$170,720.00   |
| \$4.00       | \$8,000.00     |
| \$7,500.00   | \$30,000.00    |
| \$3,800.00   | \$11,400.00    |
| \$5,600.00   | \$5,600.00     |
| \$2,700.00   | \$5,400.00     |
| \$2,100.00   | \$33,500.00    |
| \$2,500.00   | \$37,500.00    |
| \$3,200.00   | \$3,200.00     |
| \$80.00      | \$4,000.00     |
| \$100.00     | \$80,000.00    |
| \$140.00     | \$14,000.00    |
| \$40.00      | \$2,000.00     |
| \$170.00     | \$3,400.00     |
| \$80.00      | \$3,200.00     |
| \$16,500.00  | \$56,500.00    |
| \$5,000.00   | \$5,000.00     |
| \$617,560.00 |                |

General Underground

| Unit Price   | Extended Price |
|--------------|----------------|
| \$20,250.00  | \$20,250.00    |
| \$2,000.00   | \$2,000.00     |
| \$5,000.00   | \$5,000.00     |
| \$5,000.00   | \$5,000.00     |
| \$55,000.00  | \$55,000.00    |
| \$11,000.00  | \$11,000.00    |
| \$11,000.00  | \$11,000.00    |
| \$5,000.00   | \$5,000.00     |
| \$15,000.00  | \$15,000.00    |
| \$1,600.00   | \$1,600.00     |
| \$380.00     | \$380.00       |
| \$400.00     | \$400.00       |
| \$1,150.00   | \$17,250.00    |
| \$2,000.00   | \$2,000.00     |
| \$1,600.00   | \$1,600.00     |
| \$330.00     | \$330.00       |
| \$500.00     | \$500.00       |
| \$1,100.00   | \$1,100.00     |
| \$100.00     | \$10,000.00    |
| \$40.00      | \$4.00         |
| \$50.00      | \$50.00        |
| \$30.00      | \$30.00        |
| \$20,250.00  | \$20,250.00    |
| \$5,000.00   | \$5,000.00     |
| \$450,730.00 |                |

Superior Technologies Corp

| Unit Price | Extended Price |
|------------|----------------|
| \$1,000.00 | \$1,000.00     |
| \$2,000.00 | \$2,000.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |
| \$1,200.00 | \$1,200.00     |

| 2022 Water Main Improvements, Alligator Road Improvements                                                                                                                                                    |                                                                   |                    |       |  | DB Civil Construction, LLC |                | General Underground |                | Superior Technologies Corp |                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|--------------------|-------|--|----------------------------|----------------|---------------------|----------------|----------------------------|----------------|
| Item No.                                                                                                                                                                                                     | Item Description                                                  | Estimated Quantity | Units |  | Unit Price                 | Extended Price | Unit Price          | Extended Price | Unit Price                 | Extended Price |
| 93                                                                                                                                                                                                           | Mobilization & Demobilization (Not to exceed 5% of Items 95-106)  | 1                  | LS    |  | \$4,500.00                 | \$4,500.00     | \$3,496.50          | \$3,496.50     | \$1,000.00                 | \$1,000.00     |
| 94                                                                                                                                                                                                           | Indemnification                                                   | 1                  | LS    |  | \$100.00                   | \$100.00       | \$2,000.00          | \$2,000.00     | \$1,000.00                 | \$1,000.00     |
| 95                                                                                                                                                                                                           | Connect to Existing @ Old Daytona Road                            | 1                  | EA    |  | \$8,200.00                 | \$8,200.00     | \$5,000.00          | \$5,000.00     | \$6,440.00                 | \$6,440.00     |
| 96                                                                                                                                                                                                           | Install 6" HDPE Potable Water Main                                | 540                | LF    |  | \$75.00                    | \$40,500.00    | \$47.00             | \$25,380.00    | \$34.00                    | \$18,360.00    |
| 97                                                                                                                                                                                                           | Miscellaneous Ductile Iron Fittings                               | 1,000              | LB    |  | \$4.00                     | \$4,000.00     | \$3.00              | \$3,000.00     | \$0.80                     | \$800.00       |
| 98                                                                                                                                                                                                           | F&I Fire Hydrants                                                 | 1                  | EA    |  | \$7,500.00                 | \$7,500.00     | \$6,000.00          | \$6,000.00     | \$6,375.00                 | \$6,375.00     |
| 99                                                                                                                                                                                                           | F&I Temporary Blowoff                                             | 1                  | EA    |  | \$2,700.00                 | \$2,700.00     | \$3,500.00          | \$3,500.00     | \$2,100.00                 | \$2,100.00     |
| 100                                                                                                                                                                                                          | F&I Short Side Single Water Service Connection                    | 4                  | EA    |  | \$2,100.00                 | \$8,400.00     | \$1,150.00          | \$4,600.00     | \$840.00                   | \$3,360.00     |
| 101                                                                                                                                                                                                          | F&I Long Side Single Water Service Connection                     | 4                  | EA    |  | \$2,500.00                 | \$10,000.00    | \$1,350.00          | \$5,400.00     | \$1,300.00                 | \$5,200.00     |
| 102                                                                                                                                                                                                          | Concrete Driveway Restoration                                     | 50                 | SY    |  | \$100.00                   | \$5,000.00     | \$90.00             | \$4,500.00     | \$110.00                   | \$5,500.00     |
| 103                                                                                                                                                                                                          | Asphalt Roadway Restoration                                       | 50                 | SY    |  | \$140.00                   | \$7,000.00     | \$200.00            | \$10,000.00    | \$65.00                    | \$3,250.00     |
| 104                                                                                                                                                                                                          | Electronic Marker Balls Programmable                              | 5                  | EA    |  | \$170.00                   | \$850.00       | \$50.00             | \$250.00       | \$38.00                    | \$190.00       |
| 105                                                                                                                                                                                                          | Electronic Marker Balls Non-Programmable                          | 10                 | EA    |  | \$80.00                    | \$800.00       | \$30.00             | \$300.00       | \$30.00                    | \$300.00       |
| 106                                                                                                                                                                                                          | Record Drawings (Not less than 1% of Items 95-106)                | 1                  | LS    |  | \$1,200.00                 | \$1,200.00     | \$3,496.50          | \$3,496.50     | \$700.00                   | \$700.00       |
| 106A                                                                                                                                                                                                         | Irrigation Repair Allowance                                       | 1                  | LS    |  | \$5,000.00                 | \$5,000.00     | \$5,000.00          | \$5,000.00     | \$5,000.00                 | \$5,000.00     |
| Subtotal                                                                                                                                                                                                     |                                                                   |                    |       |  | \$105,750.00               |                | \$81,923.00         |                | \$59,575.00                |                |
| 2022 Water Main Improvements, Newport Road Improvements                                                                                                                                                      |                                                                   |                    |       |  | DB Civil Construction, LLC |                | General Underground |                | Superior Technologies Corp |                |
| Item No.                                                                                                                                                                                                     | Item Description                                                  | Estimated Quantity | Units |  | Unit Price                 | Extended Price | Unit Price          | Extended Price | Unit Price                 | Extended Price |
| 107                                                                                                                                                                                                          | Mobilization & Demobilization (Not to exceed 5% of Items 109-120) | 1                  | LS    |  | \$4,500.00                 | \$4,500.00     | \$3,025.00          | \$3,025.00     | \$500.00                   | \$500.00       |
| 108                                                                                                                                                                                                          | Indemnification                                                   | 1                  | LS    |  | \$100.00                   | \$100.00       | \$2,000.00          | \$2,000.00     | \$1,000.00                 | \$1,000.00     |
| 109                                                                                                                                                                                                          | Connect to Existing @ Old Daytona Road                            | 1                  | EA    |  | \$8,000.00                 | \$8,000.00     | \$6,000.00          | \$6,000.00     | \$6,440.00                 | \$6,440.00     |
| 110                                                                                                                                                                                                          | Install 6" HDPE Potable Water Main                                | 620                | LF    |  | \$75.00                    | \$46,500.00    | \$47.00             | \$29,140.00    | \$34.00                    | \$21,080.00    |
| 111                                                                                                                                                                                                          | Miscellaneous Ductile Iron Fittings                               | 1,000              | LB    |  | \$4.00                     | \$4,000.00     | \$3.00              | \$3,000.00     | \$0.80                     | \$800.00       |
| 112                                                                                                                                                                                                          | F&I Fire Hydrants                                                 | 1                  | EA    |  | \$7,500.00                 | \$7,500.00     | \$6,000.00          | \$6,000.00     | \$6,375.00                 | \$6,375.00     |
| 113                                                                                                                                                                                                          | F&I Temporary Blowoff                                             | 1                  | EA    |  | \$2,700.00                 | \$2,700.00     | \$3,500.00          | \$3,500.00     | \$2,100.00                 | \$2,100.00     |
| 114                                                                                                                                                                                                          | F&I Short Side Single Water Service Connection                    | 1                  | EA    |  | \$2,100.00                 | \$2,100.00     | \$1,150.00          | \$1,150.00     | \$840.00                   | \$840.00       |
| 115                                                                                                                                                                                                          | F&I Long Side Single Water Service Connection                     | 2                  | EA    |  | \$2,500.00                 | \$5,000.00     | \$1,350.00          | \$2,700.00     | \$1,300.00                 | \$2,600.00     |
| 116                                                                                                                                                                                                          | Concrete Driveway Restoration                                     | 50                 | SY    |  | \$100.00                   | \$5,000.00     | \$90.00             | \$2,500.00     | \$111.00                   | \$5,550.00     |
| 117                                                                                                                                                                                                          | Asphalt Roadway Restoration                                       | 50                 | SY    |  | \$140.00                   | \$7,000.00     | \$100.00            | \$5,000.00     | \$65.00                    | \$3,250.00     |
| 118                                                                                                                                                                                                          | Electronic Marker Balls Programmable                              | 5                  | EA    |  | \$170.00                   | \$850.00       | \$60.00             | \$300.00       | \$37.00                    | \$185.00       |
| 119                                                                                                                                                                                                          | Electronic Marker Balls Non-Programmable                          | 10                 | EA    |  | \$80.00                    | \$800.00       | \$30.00             | \$300.00       | \$30.00                    | \$300.00       |
| 120                                                                                                                                                                                                          | Record Drawings (Not less than 1% of Items 109-120)               | 1                  | LS    |  | \$1,200.00                 | \$1,200.00     | \$3,025.00          | \$3,025.00     | \$3,000.00                 | \$3,000.00     |
| 120A                                                                                                                                                                                                         | Irrigation Repair Allowance                                       | 1                  | LS    |  | \$5,000.00                 | \$5,000.00     | \$5,000.00          | \$5,000.00     | \$5,000.00                 | \$5,000.00     |
| Subtotal                                                                                                                                                                                                     |                                                                   |                    |       |  | \$100,250.00               |                | \$72,640.00         |                | \$59,020.00                |                |
| 2022 Water Main Improvements, Richland Avenue Improvements                                                                                                                                                   |                                                                   |                    |       |  | DB Civil Construction, LLC |                | General Underground |                | Superior Technologies Corp |                |
| Item No.                                                                                                                                                                                                     | Item Description                                                  | Estimated Quantity | Units |  | Unit Price                 | Extended Price | Unit Price          | Extended Price | Unit Price                 | Extended Price |
| 121                                                                                                                                                                                                          | Mobilization & Demobilization (Not to exceed 5% of Items 123-134) | 1                  | LS    |  | \$4,500.00                 | \$4,500.00     | \$2,990.00          | \$2,990.00     | \$500.00                   | \$500.00       |
| 122                                                                                                                                                                                                          | Indemnification                                                   | 1                  | LS    |  | \$100.00                   | \$100.00       | \$2,000.00          | \$2,000.00     | \$1,000.00                 | \$1,000.00     |
| 123                                                                                                                                                                                                          | Connect to Existing @ Old Daytona Road                            | 1                  | EA    |  | \$8,000.00                 | \$8,000.00     | \$6,000.00          | \$6,000.00     | \$6,440.00                 | \$6,440.00     |
| 124                                                                                                                                                                                                          | Install 6" HDPE Potable Water Main                                | 450                | LF    |  | \$75.00                    | \$33,750.00    | \$47.00             | \$21,150.00    | \$34.00                    | \$15,300.00    |
| 125                                                                                                                                                                                                          | Miscellaneous Ductile Iron Fittings                               | 1,000              | LB    |  | \$4.00                     | \$4,000.00     | \$3.00              | \$3,000.00     | \$0.80                     | \$800.00       |
| 126                                                                                                                                                                                                          | F&I Fire Hydrants                                                 | 1                  | EA    |  | \$7,500.00                 | \$7,500.00     | \$6,000.00          | \$6,000.00     | \$6,375.00                 | \$6,375.00     |
| 127                                                                                                                                                                                                          | F&I Temporary Blowoff                                             | 1                  | EA    |  | \$2,700.00                 | \$2,700.00     | \$3,500.00          | \$3,500.00     | \$2,100.00                 | \$2,100.00     |
| 128                                                                                                                                                                                                          | F&I Short Side Single Water Service Connection                    | 4                  | EA    |  | \$2,100.00                 | \$8,400.00     | \$1,150.00          | \$4,600.00     | \$840.00                   | \$3,360.00     |
| 129                                                                                                                                                                                                          | F&I Long Side Single Water Service Connection                     | 4                  | EA    |  | \$2,500.00                 | \$10,000.00    | \$1,350.00          | \$5,400.00     | \$1,300.00                 | \$5,200.00     |
| 130                                                                                                                                                                                                          | Concrete Driveway Restoration                                     | 50                 | SY    |  | \$100.00                   | \$5,000.00     | \$90.00             | \$2,500.00     | \$100.00                   | \$5,000.00     |
| 131                                                                                                                                                                                                          | Asphalt Roadway Restoration                                       | 50                 | SY    |  | \$140.00                   | \$7,000.00     | \$100.00            | \$5,000.00     | \$65.00                    | \$3,250.00     |
| 132                                                                                                                                                                                                          | Electronic Marker Balls Programmable                              | 5                  | EA    |  | \$170.00                   | \$850.00       | \$50.00             | \$250.00       | \$37.00                    | \$185.00       |
| 133                                                                                                                                                                                                          | Electronic Marker Balls Non-Programmable                          | 10                 | EA    |  | \$80.00                    | \$800.00       | \$30.00             | \$300.00       | \$30.00                    | \$300.00       |
| 134                                                                                                                                                                                                          | Record Drawings (Not less than 1% of Items 123-134)               | 1                  | LS    |  | \$1,200.00                 | \$1,200.00     | \$2,990.00          | \$2,990.00     | \$1,650.00                 | \$1,650.00     |
| 134A                                                                                                                                                                                                         | Irrigation Repair Allowance                                       | 1                  | LS    |  | \$5,000.00                 | \$5,000.00     | \$5,000.00          | \$5,000.00     | \$5,000.00                 | \$5,000.00     |
| Subtotal                                                                                                                                                                                                     |                                                                   |                    |       |  | \$98,800.00                |                | \$70,600.00         |                | \$51,960.00                |                |
| 2022 Water Main Improvements, Country Pure Improvements                                                                                                                                                      |                                                                   |                    |       |  | DB Civil Construction, LLC |                | General Underground |                | Superior Technologies Corp |                |
| Item No.                                                                                                                                                                                                     | Item Description                                                  | Estimated Quantity | Units |  | Unit Price                 | Extended Price | Unit Price          | Extended Price | Unit Price                 | Extended Price |
| 135                                                                                                                                                                                                          | Mobilization & Demobilization (Not to exceed 5% of Items 137-154) | 1                  | LS    |  | \$6,500.00                 | \$6,500.00     | \$4,610.00          | \$4,610.00     | \$1,000.00                 | \$1,000.00     |
| 136                                                                                                                                                                                                          | Indemnification                                                   | 1                  | LS    |  | \$100.00                   | \$100.00       | \$2,000.00          | \$2,000.00     | \$2,000.00                 | \$2,000.00     |
| 137                                                                                                                                                                                                          | Connect to Existing @ Grace Street                                | 1                  | EA    |  | \$15,000.00                | \$15,000.00    | \$5,000.00          | \$5,000.00     | \$8,120.00                 | \$8,120.00     |
| 138                                                                                                                                                                                                          | Furnish & Install 4" HDPE Potable Water Main                      | 80                 | LF    |  | \$72.00                    | \$5,760.00     | \$45.00             | \$3,600.00     | \$15.00                    | \$1,200.00     |
| 139                                                                                                                                                                                                          | Furnish & Install 6" HDPE Potable Water Main                      | 160                | LF    |  | \$75.00                    | \$12,000.00    | \$47.00             | \$7,520.00     | \$35.00                    | \$5,600.00     |
| 140                                                                                                                                                                                                          | Furnish & Install 8" HDPE Potable Water Main                      | 360                | LF    |  | \$48.00                    | \$17,280.00    | \$35.00             | \$12,600.00    | \$41.00                    | \$14,760.00    |
| 141                                                                                                                                                                                                          | Miscellaneous Ductile Iron Fittings                               | 1,000              | LB    |  | \$4.00                     | \$4,000.00     | \$3.00              | \$3,000.00     | \$0.80                     | \$800.00       |
| 142                                                                                                                                                                                                          | Furnish & Install 4" Gate Valve                                   | 1                  | EA    |  | \$2,800.00                 | \$2,800.00     | \$1,800.00          | \$1,800.00     | \$950.00                   | \$950.00       |
| 143                                                                                                                                                                                                          | Furnish & Install 6" Gate Valve                                   | 1                  | EA    |  | \$3,800.00                 | \$3,800.00     | \$2,000.00          | \$2,000.00     | \$1,850.00                 | \$1,850.00     |
| 144                                                                                                                                                                                                          | Furnish & Install 8" Gate Valve                                   | 1                  | EA    |  | \$4,200.00                 | \$4,200.00     | \$2,350.00          | \$2,350.00     | \$2,350.00                 | \$2,350.00     |
| 145                                                                                                                                                                                                          | F&I Fire Hydrants                                                 | 1                  | EA    |  | \$7,500.00                 | \$7,500.00     | \$6,000.00          | \$6,000.00     | \$6,375.00                 | \$6,375.00     |
| 146                                                                                                                                                                                                          | F&I Temporary Blowoff                                             | 1                  | EA    |  | \$2,700.00                 | \$2,700.00     | \$3,500.00          | \$3,500.00     | \$2,100.00                 | \$2,100.00     |
| 147                                                                                                                                                                                                          | F&I Short Side Single Water Service Connection                    | 1                  | EA    |  | \$2,100.00                 | \$2,100.00     | \$1,150.00          | \$1,150.00     | \$840.00                   | \$840.00       |
| 148                                                                                                                                                                                                          | F&I 4" Water Meter                                                | 1                  | EA    |  | \$18,000.00                | \$18,000.00    | \$10,000.00         | \$10,000.00    | \$1,300.00                 | \$1,300.00     |
| 149                                                                                                                                                                                                          | F&I 4" RP Backflow Preventer                                      | 1                  | EA    |  | \$9,500.00                 | \$9,500.00     | \$10,000.00         | \$10,000.00    | \$8,750.00                 | \$8,750.00     |
| 150                                                                                                                                                                                                          | Concrete Driveway Restoration                                     | 50                 | SY    |  | \$100.00                   | \$5,000.00     | \$90.00             | \$4,500.00     | \$110.00                   | \$5,500.00     |
| 151                                                                                                                                                                                                          | Asphalt Roadway Restoration                                       | 50                 | SY    |  | \$140.00                   | \$7,000.00     | \$200.00            | \$10,000.00    | \$4.25                     | \$212.50       |
| 152                                                                                                                                                                                                          | Electronic Marker Balls Programmable                              | 5                  | EA    |  | \$170.00                   | \$850.00       | \$50.00             | \$250.00       | \$38.00                    | \$190.00       |
| 153                                                                                                                                                                                                          | Electronic Marker Balls Non-Programmable                          | 10                 | EA    |  | \$80.00                    | \$800.00       | \$30.00             | \$300.00       | \$30.00                    | \$300.00       |
| 154                                                                                                                                                                                                          | Record Drawings (Not less than 1% of Items 137-154)               | 1                  | LS    |  | \$1,800.00                 | \$1,800.00     | \$4,610.00          | \$4,610.00     | \$6,500.00                 | \$6,500.00     |
| 154A                                                                                                                                                                                                         | Irrigation Repair Allowance                                       | 1                  | LS    |  | \$5,000.00                 | \$5,000.00     | \$5,000.00          | \$5,000.00     | \$5,000.00                 | \$5,000.00     |
| Subtotal                                                                                                                                                                                                     |                                                                   |                    |       |  | \$145,010.00               |                | \$106,990.00        |                | \$75,697.50                |                |
| Total Bid Price (minus Alternates)                                                                                                                                                                           |                                                                   |                    |       |  | \$3,159,970.00             |                | \$2,249,983.00      |                | \$1,721,117.50             |                |
| 2022 Water Main Improvements, Alternate Bid Items                                                                                                                                                            |                                                                   |                    |       |  | DB Civil Construction, LLC |                | General Underground |                | Superior Technologies Corp |                |
| Item No.                                                                                                                                                                                                     | Item Description                                                  | Estimated Quantity | Units |  | Unit Price                 | Extended Price | Unit Price          | Extended Price | Unit Price                 | Extended Price |
| AB-1                                                                                                                                                                                                         | Install 6" PVC Potable Water Main                                 | 280                | LF    |  | \$145.00                   | \$40,600.00    | \$47.00             | \$13,160.00    | \$13.93                    | \$3,900.40     |
| AB-2                                                                                                                                                                                                         | Install 6" HDPE Potable Water Main                                | 6600               | LF    |  | \$54.00                    | \$356,400.00   | \$40.00             | \$264,000.00   | \$17.00                    | \$112,200.00   |
| AB-3                                                                                                                                                                                                         | Install 6" PVC Potable Water Main                                 | 200                | LF    |  | \$145.00                   | \$29,000.00    | \$47.00             | \$9,400.00     | \$13.93                    | \$2,786.00     |
| AB-4                                                                                                                                                                                                         | Install 6" HDPE Potable Water Main                                | 1440               | LF    |  | \$54.00                    | \$77,760.00    | \$40.00             | \$57,600.00    | \$17.00                    | \$24,480.00    |
| AB-5                                                                                                                                                                                                         | Install 12" PVC Potable Water Main                                | 120                | LF    |  | \$146.00                   | \$17,520.00    | \$100.00            | \$12,000.00    | \$29.00                    | \$3,480.00     |
| AB-6                                                                                                                                                                                                         | Install 12" HDPE Potable Water Main                               | 1480               | LF    |  | \$75.00                    | \$111,000.00   | \$81.00             | \$119,880.00   | \$25.00                    | \$37,500.00    |
| AB-7                                                                                                                                                                                                         | Install 4" PVC Potable Water Main                                 | 20                 | LF    |  | \$92.00                    | \$1,840.00     | \$45.00             | \$900.00       | \$15.00                    | \$300.00       |
| AB-8                                                                                                                                                                                                         | Install 6" PVC Potable Water Main                                 | 20                 | LF    |  | \$145.00                   | \$2,900.00     | \$47.00             | \$940.00       | \$13.93                    | \$278.60       |
| AB-9                                                                                                                                                                                                         | Install 6" HDPE Potable Water Main                                | 500                | LF    |  | \$55.00                    | \$27,500.00    | \$40.00             | \$20,000.00    | \$17.00                    | \$8,500.00     |
| AB-10                                                                                                                                                                                                        | Install 8" PVC Potable Water Main                                 | 260                | LF    |  | \$154.00                   | \$40,040.00    | \$60.00             | \$15,600.00    | \$26.40                    | \$6,864.00     |
| AB-11                                                                                                                                                                                                        | Install 8" HDPE Potable Water Main                                | 5200               | LF    |  | \$57.00                    | \$296,400.00   | \$44.00             | \$228,800.00   | \$28.00                    | \$145,600.00   |
| AB-12                                                                                                                                                                                                        | Install 6" PVC Potable Water Main                                 | 200                | LF    |  | \$145.00                   | \$29,000.00    | \$47.00             | \$9,400.00     | \$13.93                    | \$2,786.00     |
| AB-13                                                                                                                                                                                                        | Install 6" HDPE Potable Water Main                                | 1000               | LF    |  | \$54.00                    | \$54,000.00    | \$40.00             | \$40,000.00    | \$17.00                    | \$17,000.00    |
| AB-14                                                                                                                                                                                                        | Install 6" HDPE Potable Water Main                                | 540                | LF    |  | \$63.00                    | \$34,020.00    | \$40.00             | \$21,600.00    | \$17.00                    | \$9,180.00     |
| AB-15                                                                                                                                                                                                        | Install 6" HDPE Potable Water Main                                | 620                | LF    |  | \$63.00                    | \$39,060.00    | \$40.00             | \$24,800.00    | \$13.93                    | \$8,636.60     |
| AB-16                                                                                                                                                                                                        | Install 6" HDPE Potable Water Main                                | 450                | LF    |  | \$63.00                    | \$28,350.00    | \$40.00             | \$18,000.00    | \$17.00                    | \$7,650.00     |
| AB-17                                                                                                                                                                                                        | Install 4" HDPE Potable Water Main                                | 80                 | LF    |  | \$60.00                    | \$4,800.00     | \$40.00             | \$3,240.00     | \$11.00                    | \$880.00       |
| AB-18                                                                                                                                                                                                        | Install 6" HDPE Potable Water Main                                | 160                | LF    |  | \$63.00                    | \$10,080.00    | \$40.00             | \$6,400.00     | \$17.00                    | \$2,720.00     |
| AB-19                                                                                                                                                                                                        | Install 8" HDPE Potable Water Main                                | 360                | LF    |  | \$65.00                    | \$23,400.00    | \$44.00             | \$15,840.00    | \$28.00                    | \$10,080.00    |
| Subtotal                                                                                                                                                                                                     |                                                                   |                    |       |  | \$1,222,670.00             |                | \$881,560.00        |                | \$478,321.60               |                |
| Total Bid Price (w/ Alternates)                                                                                                                                                                              |                                                                   |                    |       |  | \$4,382,640.00             |                | \$3,131,543.00      |                | \$2,199,439.10             |                |
| *Note: All bids are subject to review and tabulation is not final.                                                                                                                                           |                                                                   |                    |       |  |                            |                |                     |                |                            |                |
| Bid tabulations with award recommendations are posted to DemandStar at <a href="http://www.demandstar.com">www.demandstar.com</a> & VendorLink at <a href="http://www.vendorlink.com">www.vendorlink.com</a> |                                                                   |                    |       |  |                            |                |                     |                |                            |                |



Member of the SNC-Lavalin Group

Atkins  
482 South Keller Road  
Orlando, FL 32810  
407-806-4120 (Office)

April 4, 2023

Mr. Jim Ailes  
Utilities Director  
CITY OF DELAND  
1102 South Garfield Avenue  
DeLand, FL 32724-7508

**RE: City of DeLand 2022 Water Main Reinforcement Project, Bid No. B-23-07 – Bid Evaluation**

Mr. Ailes,

The bids for the above referenced project were opened on March 16, 2023 at 3:00 PM at the City of DeLand City Hall Commission Chambers. The City received three (3) bid proposals. We have completed our review of the bid proposals received for the above referenced project. The submitted bids on the project were as follows:

| Contractor                  | Bid Amount      |
|-----------------------------|-----------------|
| Superior Technologies Corp. | \$ 1,721,117.50 |
| General Underground, LLC    | \$ 2,249,983.00 |
| DBE Civil Construction, LLC | \$ 3,159,970.00 |

The Engineer's Opinion of Probable Construction Cost was \$ 1,900,000.00. The Bid Tabulation is included in this letter as **Attachment A**.

The bid packages are found to be responsive and includes all the documents required in the Instruction to Bidders. The apparent low bidder, Superior Technologies Corporation, has voluntarily withdrawn its bid for this project. See Attachment B.

The second low bidder was General Underground, LLC. Atkins has contacted references for General Underground, LLC. All references stated that the Contractor performed well during the project and highly recommend them. Additionally, General Underground, LLC has performed many other projects with the City.

Atkins recommends that the City award the contract to the General Underground, LLC, in the amount of \$ 2,249,983.00.

If you have any questions concerning this bid evaluation, please do not hesitate to contact me directly at 407-806-4120.

Sincerely,



Chad A. Setzer  
Project Manager

Attachment A – Bid Tabulation

Attachment B – Superior Technologies Corp. Bid Withdrawal E-mail

Copy to:        Scott Zender – City of DeLand  
                      File

ATTACHMENT A  
BID TABULATION

| BID TABULATION SHEET                          |  |                           |  |
|-----------------------------------------------|--|---------------------------|--|
| Bid Title: 2022 WM Improvements               |  |                           |  |
| Bid No: B-23-07                               |  |                           |  |
| OPENING DATE & TIME: March 16, 2023 @ 3:30 PM |  |                           |  |
| POSTING DATE: March XX, 2023                  |  | POSTED BY: Corey McMillen |  |

| 2021 Water Main Improvements, Highlands Phase 3 Improvements |                                                                |                    |       | DB Civil Construction, LLC |                | General Underground |                | Superior Technologies Corp |                |
|--------------------------------------------------------------|----------------------------------------------------------------|--------------------|-------|----------------------------|----------------|---------------------|----------------|----------------------------|----------------|
| (Drawings C-100 through C-113)                               |                                                                |                    |       | Unit Price                 | Extended Price | Unit Price          | Extended Price | Unit Price                 | Extended Price |
| Item No.                                                     | Item Description                                               | Estimated Quantity | Units |                            |                |                     |                |                            |                |
| 1                                                            | Mobilization & Demobilization (Not to exceed 5% of Items 3-22) | 1                  | LS    | \$44,000.00                | \$44,000.00    | \$29,600.00         | \$29,600.00    | \$1,000.00                 | \$1,000.00     |
| 2                                                            | Indemnification                                                | 1                  | LS    | \$100.00                   | \$100.00       | \$2,000.00          | \$2,000.00     | \$2,000.00                 | \$2,000.00     |
| 3                                                            | Connect to Existing @ Pierce Street & Old Daytona Road         | 1                  | EA    | \$8,000.00                 | \$8,000.00     | \$6,000.00          | \$6,000.00     | \$6,440.00                 | \$6,440.00     |
| 4                                                            | Connect to Existing @ Oak Street & Old Daytona Road            | 1                  | EA    | \$8,000.00                 | \$8,000.00     | \$6,000.00          | \$6,000.00     | \$6,440.00                 | \$6,440.00     |
| 5                                                            | Connect to Existing @ US Hwy 92 & Marsh Road                   | 1                  | EA    | \$4,800.00                 | \$4,800.00     | \$8,500.00          | \$8,500.00     | \$6,440.00                 | \$6,440.00     |
| 6                                                            | Connect to Existing @ Pine Street & Old Daytona Road           | 1                  | EA    | \$8,000.00                 | \$8,000.00     | \$6,000.00          | \$6,000.00     | \$7,420.00                 | \$7,420.00     |
| 7                                                            | Connect to Existing @ Talmadge Street & Old Daytona Road       | 1                  | EA    | \$8,000.00                 | \$8,000.00     | \$6,000.00          | \$6,000.00     | \$6,440.00                 | \$6,440.00     |
| 8                                                            | F&I 6" PVC Potable Water Main                                  | 280                | LF    | \$180.00                   | \$50,400.00    | \$55.00             | \$15,400.00    | \$25.00                    | \$7,000.00     |
| 9                                                            | F&I 6" HDPE Potable Water Main                                 | 6600               | LF    | \$66.00                    | \$435,600.00   | \$47.00             | \$310,200.00   | \$34.00                    | \$224,400.00   |
| 10                                                           | Miscellaneous Ductile Iron Fittings                            | 3000               | LB    | \$4.00                     | \$12,000.00    | \$3.00              | \$9,000.00     | \$0.80                     | \$2,400.00     |
| 11                                                           | F&I Fire Hydrants                                              | 10                 | EA    | \$7,500.00                 | \$75,000.00    | \$6,000.00          | \$60,000.00    | \$6,370.00                 | \$63,700.00    |
| 12                                                           | F&I 6-inch Gate Valves                                         | 6                  | EA    | \$3,800.00                 | \$22,800.00    | \$1,950.00          | \$11,700.00    | \$1,950.00                 | \$11,700.00    |
| 13                                                           | Water Main Blow Off                                            | 3                  | EA    | \$2,700.00                 | \$8,100.00     | \$3,500.00          | \$10,500.00    | \$2,100.00                 | \$6,300.00     |
| 14                                                           | F&I Short Single Water Service Connection                      | 45                 | EA    | \$2,100.00                 | \$94,500.00    | \$1,150.00          | \$51,750.00    | \$840.00                   | \$37,800.00    |
| 15                                                           | F&I Long Single Water Service Connection                       | 47                 | EA    | \$2,500.00                 | \$1,175,000.00 | \$1,350.00          | \$63,450.00    | \$1,300.00                 | \$61,100.00    |
| 16                                                           | Concrete Sidewalk Restoration                                  | 100                | SY    | \$80.00                    | \$8,000.00     | \$30.00             | \$3,000.00     | \$52.00                    | \$5,200.00     |
| 17                                                           | Concrete Driveway Restoration                                  | 100                | SY    | \$100.00                   | \$10,000.00    | \$50.00             | \$5,000.00     | \$56.00                    | \$5,600.00     |
| 18                                                           | Asphalt Pavement Restoration                                   | 100                | SY    | \$140.00                   | \$14,000.00    | \$100.00            | \$10,000.00    | \$148.00                   | \$14,800.00    |
| 19                                                           | Dirt Road Restoration                                          | 100                | SY    | \$40.00                    | \$4,000.00     | \$10.00             | \$1,000.00     | \$4.25                     | \$425.00       |
| 20                                                           | Electronic Marker Balls Programmable                           | 60                 | EA    | \$170.00                   | \$10,200.00    | \$50.00             | \$3,000.00     | \$38.00                    | \$2,280.00     |
| 21                                                           | Electronic Marker Balls Non-Programmable                       | 120                | EA    | \$80.00                    | \$9,600.00     | \$30.00             | \$3,600.00     | \$30.00                    | \$3,600.00     |
| 22                                                           | Record Drawings (Not less than 1% of Items 3-22)               | 1                  | LS    | \$10,000.00                | \$10,000.00    | \$29,600.00         | \$29,600.00    | \$9,900.00                 | \$9,900.00     |
| 22A                                                          | Irrigation Repair Allowance                                    | 1                  | LS    | \$5,000.00                 | \$5,000.00     | \$5,000.00          | \$5,000.00     | \$5,000.00                 | \$5,000.00     |
| <b>Subtotal</b>                                              |                                                                |                    |       | <b>\$962,000.00</b>        |                | <b>\$656,300.00</b> |                | <b>\$486,785.00</b>        |                |

| 2022 Water Main Improvements, Lake Ruby Improvements |                                                                 |                    |       | DB Civil Construction, LLC |                | General Underground |                | Superior Technologies Corp |                |
|------------------------------------------------------|-----------------------------------------------------------------|--------------------|-------|----------------------------|----------------|---------------------|----------------|----------------------------|----------------|
| (Drawings C-200 through C-206)                       |                                                                 |                    |       | Unit Price                 | Extended Price | Unit Price          | Extended Price | Unit Price                 | Extended Price |
| Item No.                                             | Item Description                                                | Estimated Quantity | Units |                            |                |                     |                |                            |                |
| 23                                                   | Mobilization & Demobilization (Not to exceed 5% of Items 25-44) | 1                  | LS    | \$30,000.00                | \$30,000.00    | \$20,250.00         | \$20,250.00    | \$1,000.00                 | \$1,000.00     |
| 24                                                   | Indemnification                                                 | 1                  | LS    | \$100.00                   | \$100.00       | \$2,000.00          | \$2,000.00     | \$2,000.00                 | \$2,000.00     |
| 25                                                   | Connect to Existing @ Lake Ruby Road & Jeanette Lane            | 1                  | EA    | \$4,800.00                 | \$4,800.00     | \$5,000.00          | \$5,000.00     | \$1,200.00                 | \$1,200.00     |
| 26                                                   | Connect to Existing @ Lake Ruby Drive & Jeanette Lane           | 1                  | EA    | \$4,800.00                 | \$4,800.00     | \$5,000.00          | \$5,000.00     | \$1,200.00                 | \$1,200.00     |
| 27                                                   | F&I 6" PVC Potable Water Main                                   | 200                | LF    | \$180.00                   | \$36,000.00    | \$55.00             | \$11,000.00    | \$25.00                    | \$5,000.00     |
| 28                                                   | F&I 6" HDPE Potable Water Main                                  | 1,440              | LF    | \$66.00                    | \$95,040.00    | \$47.00             | \$67,680.00    | \$34.00                    | \$48,960.00    |
| 29                                                   | F&I 12" PVC Potable Water Main                                  | 120                | LF    | \$200.00                   | \$24,000.00    | \$150.00            | \$18,000.00    | \$75.00                    | \$8,760.00     |
| 30                                                   | F&I 12" HDPE Potable Water Main                                 | 1,480              | LF    | \$119.00                   | \$176,120.00   | \$105.00            | \$155,400.00   | \$103.00                   | \$152,400.00   |
| 31                                                   | Miscellaneous Ductile Iron Fittings                             | 2,000              | LB    | \$6.00                     | \$12,000.00    | \$4.00              | \$8,000.00     | \$2.80                     | \$5,600.00     |
| 32                                                   | F&I Fire Hydrants                                               | 4                  | EA    | \$7,500.00                 | \$30,000.00    | \$6,000.00          | \$24,000.00    | \$6,875.00                 | \$27,500.00    |
| 33                                                   | F&I 6-inch Gate Valves                                          | 3                  | EA    | \$3,800.00                 | \$11,400.00    | \$1,950.00          | \$5,850.00     | \$1,950.00                 | \$5,850.00     |
| 34                                                   | F&I 12-inch Gate Valves                                         | 1                  | EA    | \$5,600.00                 | \$5,600.00     | \$5,000.00          | \$5,000.00     | \$5,400.00                 | \$5,400.00     |
| 35                                                   | Water Main Blow Off                                             | 2                  | EA    | \$2,700.00                 | \$5,400.00     | \$3,500.00          | \$7,000.00     | \$2,100.00                 | \$4,200.00     |
| 36                                                   | F&I Short Single Water Service Connection                       | 15                 | EA    | \$2,100.00                 | \$31,500.00    | \$1,150.00          | \$17,250.00    | \$840.00                   | \$12,600.00    |
| 37                                                   | F&I Long Single Water Service Connection                        | 15                 | EA    | \$2,500.00                 | \$37,500.00    | \$1,350.00          | \$20,250.00    | \$1,300.00                 | \$19,500.00    |
| 37A                                                  | F&I Long Double Water Service Connection                        | 1                  | EA    | \$3,200.00                 | \$3,200.00     | \$1,600.00          | \$1,600.00     | \$1,685.00                 | \$1,685.00     |
| 38                                                   | Concrete Sidewalk Restoration                                   | 50                 | SY    | \$80.00                    | \$4,000.00     | \$30.00             | \$1,500.00     | \$110.00                   | \$5,500.00     |
| 39                                                   | Concrete Driveway Restoration                                   | 800                | SY    | \$100.00                   | \$80,000.00    | \$50.00             | \$40,000.00    | \$108.00                   | \$86,400.00    |
| 40                                                   | Asphalt Pavement Restoration                                    | 100                | SY    | \$140.00                   | \$14,000.00    | \$100.00            | \$10,000.00    | \$148.00                   | \$14,800.00    |
| 41                                                   | Dirt Road Restoration                                           | 50                 | SY    | \$40.00                    | \$2,000.00     | \$10.00             | \$500.00       | \$4.25                     | \$212.50       |
| 42                                                   | Electronic Marker Balls Programmable                            | 50                 | EA    | \$170.00                   | \$8,500.00     | \$50.00             | \$2,500.00     | \$37.00                    | \$1,850.00     |
| 43                                                   | Electronic Marker Balls Non-Programmable                        | 40                 | EA    | \$80.00                    | \$3,200.00     | \$30.00             | \$1,200.00     | \$30.00                    | \$1,200.00     |
| 44                                                   | Record Drawings (Not less than 1% of Items 25-45)               | 1                  | LS    | \$6,500.00                 | \$6,500.00     | \$20,250.00         | \$20,250.00    | \$7,500.00                 | \$7,500.00     |
| 44A                                                  | Irrigation Repair Allowance                                     | 1                  | LS    | \$5,000.00                 | \$5,000.00     | \$5,000.00          | \$5,000.00     | \$5,000.00                 | \$5,000.00     |
| <b>Subtotal</b>                                      |                                                                 |                    |       | <b>\$617,560.00</b>        |                | <b>\$450,730.00</b> |                | <b>\$414,107.50</b>        |                |

| 2022 Water Main Improvements, Violetwood Improvements |                                                                 |                    |       | DB Civil Construction, LLC |                | General Underground |                | Superior Technologies Corp |                |
|-------------------------------------------------------|-----------------------------------------------------------------|--------------------|-------|----------------------------|----------------|---------------------|----------------|----------------------------|----------------|
| (Drawings C-300 through C-311)                        |                                                                 |                    |       | Unit Price                 | Extended Price | Unit Price          | Extended Price | Unit Price                 | Extended Price |
| Item No.                                              | Item Description                                                | Estimated Quantity | Units |                            |                |                     |                |                            |                |
| 45                                                    | Mobilization & Demobilization (Not to exceed 5% of Items 47-68) | 1                  | LS    | \$40,000.00                | \$40,000.00    | \$26,800.00         | \$26,800.00    | \$1,500.00                 | \$1,500.00     |
| 46                                                    | Indemnification                                                 | 1                  | LS    | \$100.00                   | \$100.00       | \$2,000.00          | \$2,000.00     | \$2,500.00                 | \$2,500.00     |
| 47                                                    | Connect to Existing @ Mercer's Ferry Road & N. Stone Street     | 1                  | EA    | \$4,800.00                 | \$4,800.00     | \$5,000.00          | \$5,000.00     | \$4,800.00                 | \$4,800.00     |
| 48                                                    | Connect to Existing @ Violetwood Road & N. Stone Street         | 1                  | EA    | \$4,800.00                 | \$4,800.00     | \$5,000.00          | \$5,000.00     | \$1,250.00                 | \$1,250.00     |
| 49                                                    | Connect to Existing @ Violetwood Road                           | 1                  | EA    | \$4,800.00                 | \$4,800.00     | \$5,000.00          | \$5,000.00     | \$1,250.00                 | \$1,250.00     |
| 50                                                    | Connect to Existing @ N. Clara Road                             | 1                  | EA    | \$4,800.00                 | \$4,800.00     | \$5,000.00          | \$5,000.00     | \$1,250.00                 | \$1,250.00     |
| 51                                                    | F&I 2" Poly Potable Water Main                                  | 20                 | LF    | \$70.00                    | \$1,400.00     | \$50.00             | \$1,000.00     | \$18.00                    | \$360.00       |
| 52                                                    | F&I 4" PVC Potable Water Main                                   | 20                 | LF    | \$100.00                   | \$2,000.00     | \$50.00             | \$1,000.00     | \$30.00                    | \$600.00       |
| 53                                                    | F&I 6" PVC Potable Water Main                                   | 20                 | LF    | \$160.00                   | \$3,200.00     | \$55.00             | \$1,100.00     | \$25.00                    | \$500.00       |
| 54                                                    | F&I 6" HDPE Potable Water Main                                  | 500                | LF    | \$66.00                    | \$33,000.00    | \$47.00             | \$23,500.00    | \$34.00                    | \$17,000.00    |
| 55                                                    | F&I 8" PVC Potable Water Main                                   | 260                | LF    | \$180.00                   | \$46,800.00    | \$85.00             | \$22,100.00    | \$48.00                    | \$12,480.00    |
| 56                                                    | F&I 8" HDPE Potable Water Main                                  | 3,200              | LF    | \$77.40                    | \$248,480.00   | \$56.75             | \$181,800.00   | \$41.00                    | \$131,200.00   |
| 57                                                    | Miscellaneous Ductile Iron Fittings                             | 4000               | LB    | \$4.00                     | \$16,000.00    | \$3.00              | \$12,000.00    | \$0.80                     | \$3,200.00     |
| 58                                                    | F&I Fire Hydrants                                               | 10                 | EA    | \$7,500.00                 | \$75,000.00    | \$6,000.00          | \$60,000.00    | \$6,625.00                 | \$66,250.00    |
| 59                                                    | F&I 6-inch Gate Valves                                          | 1                  | EA    | \$3,800.00                 | \$3,800.00     | \$1,950.00          | \$1,950.00     | \$1,850.00                 | \$1,850.00     |
| 59A                                                   | F&I 8-inch Gate Valves                                          | 4                  | EA    | \$4,200.00                 | \$16,800.00    | \$2,800.00          | \$11,200.00    | \$2,350.00                 | \$9,400.00     |
| 60                                                    | F&I Short Single Water Service Connection                       | 15                 | EA    | \$2,100.00                 | \$31,500.00    | \$1,150.00          | \$17,250.00    | \$840.00                   | \$12,600.00    |
| 61                                                    | F&I Long Single Water Service Connection                        | 15                 | EA    | \$2,500.00                 | \$37,500.00    | \$1,350.00          | \$21,600.00    | \$1,300.00                 | \$20,800.00    |
| 62                                                    | Concrete Sidewalk Restoration                                   | 100                | SY    | \$80.00                    | \$8,000.00     | \$30.00             | \$3,000.00     | \$110.00                   | \$11,000.00    |
| 63                                                    | Concrete Driveway Restoration                                   | 100                | SY    | \$100.00                   | \$10,000.00    | \$50.00             | \$5,000.00     | \$108.00                   | \$10,800.00    |
| 64                                                    | Asphalt Driveway Restoration                                    | 100                | SY    | \$140.00                   | \$14,000.00    | \$100.00            | \$10,000.00    | \$148.00                   | \$14,800.00    |
| 65                                                    | Dirt Driveway Restoration                                       | 100                | SY    | \$40.00                    | \$4,000.00     | \$10.00             | \$1,000.00     | \$4.25                     | \$425.00       |
| 66                                                    | Electronic Marker Balls Programmable                            | 60                 | EA    | \$170.00                   | \$10,200.00    | \$50.00             | \$3,000.00     | \$37.00                    | \$2,220.00     |
| 67                                                    | Electronic Marker Balls Non-Programmable                        | 120                | EA    | \$80.00                    | \$9,600.00     | \$30.00             | \$3,600.00     | \$30.00                    | \$3,600.00     |
| 68                                                    | Record Drawings (Not less than 1% of Items 47-68)               | 1                  | LS    | \$8,500.00                 | \$8,500.00     | \$26,800.00         | \$26,800.00    | \$7,200.00                 | \$7,200.00     |
| 68A                                                   | Irrigation Repair Allowance                                     | 1                  | LS    | \$5,000.00                 | \$5,000.00     | \$5,000.00          | \$5,000.00     | \$5,000.00                 | \$5,000.00     |
| <b>Subtotal</b>                                       |                                                                 |                    |       | <b>\$838,400.00</b>        |                | <b>\$595,050.00</b> |                | <b>\$433,295.00</b>        |                |

| 2022 Water Main Improvements, West Highlands Improvements |                                                                 |                    |       | DB Civil Construction, LLC |                | General Underground |                | Superior Technologies Corp |                |
|-----------------------------------------------------------|-----------------------------------------------------------------|--------------------|-------|----------------------------|----------------|---------------------|----------------|----------------------------|----------------|
| (Drawings C-400 through C-404)                            |                                                                 |                    |       |                            |                |                     |                |                            |                |
| Item No.                                                  | Item Description                                                | Estimated Quantity | Units | Unit Price                 | Extended Price | Unit Price          | Extended Price | Unit Price                 | Extended Price |
| 69                                                        | Mobilization & Demobilization (Not to exceed 5% of Items 71-92) | 1                  | LS    | \$14,000.00                | \$14,000.00    | \$9,550.00          | \$9,550.00     | \$500.00                   | \$500.00       |
| 70                                                        | Indemnification                                                 | 1                  | LS    | \$100.00                   | \$100.00       | \$2,000.00          | \$2,000.00     | \$1,000.00                 | \$1,000.00     |
| 71                                                        | Connect to Existing @ W. New Street and S. Florida Avenue       | 1                  | EA    | \$4,800.00                 | \$4,800.00     | \$5,000.00          | \$5,000.00     | \$4,800.00                 | \$4,800.00     |
| 72                                                        | Connect to Existing @ W. Waits Avenue & S. Clara Avenue         | 1                  | EA    | \$8,000.00                 | \$8,000.00     | \$5,000.00          | \$5,000.00     | \$4,800.00                 | \$4,800.00     |
| 73                                                        | Connect to Existing @ W. Waits Avenue & S. Florida Avenue       | 1                  | EA    | \$8,000.00                 | \$8,000.00     | \$5,000.00          | \$5,000.00     | \$5,200.00                 | \$5,200.00     |
| 74                                                        | Connect to Existing @ W. Highland Avenue & S. Florida Avenue    | 1                  | EA    | \$4,000.00                 | \$4,000.00     | \$5,000.00          | \$5,000.00     | \$4,800.00                 | \$4,800.00     |
| F&I 2" Poly Potable Water Main                            |                                                                 | 60                 | LF    | \$50.00                    | \$3,000.00     | \$50.00             | \$3,000.00     | \$18.00                    | \$1,080.00     |
| F&I 2" HDPE Potable Water Main                            |                                                                 | 750                | LF    | \$28.00                    | \$21,000.00    | \$40.00             | \$30,000.00    | \$15.00                    | \$11,250.00    |
| F&I 6" PVC Potable Water Main                             |                                                                 | 200                | LF    | \$160.00                   | \$32,000.00    | \$55.00             | \$11,000.00    | \$25.00                    | \$5,000.00     |
| F&I 6" HDPE Potable Water Main                            |                                                                 | 1,000              | LF    | \$66.00                    | \$66,000.00    | \$47.00             | \$47,000.00    | \$34.00                    | \$34,000.00    |
| Miscellaneous Ductile Iron Fittings                       |                                                                 | 2,000              | LB    | \$4.00                     | \$8,000.00     | \$3.00              | \$6,000.00     | \$0.80                     | \$1,600.00     |
| F&I Fire Hydrants                                         |                                                                 | 4                  | EA    | \$7,500.00                 | \$30,000.00    | \$6,000.00          | \$24,000.00    | \$6,375.00                 | \$25,500.00    |
| F&I 6-inch Gate Valves                                    |                                                                 | 5                  | EA    | \$3,800.00                 | \$19,000.00    | \$1,950.00          | \$9,750.00     | \$1,850.00                 | \$9,250.00     |
| F&I Short Single Water Service Connection                 |                                                                 | 10                 | EA    | \$2,100.00                 | \$21,000.00    | \$1,150.00          | \$11,500.00    | \$840.00                   | \$8,400.00     |
| F&I Long Single Water Service Connection                  |                                                                 | 6                  | EA    | \$2,500.00                 | \$15,000.00    | \$1,350.00          | \$8,100.00     | \$7,800.00                 | \$7,800.00     |
| F&I Short Double Water Service Connection                 |                                                                 | 1                  | EA    | \$2,500.00                 | \$2,500.00     | \$1,750.00          | \$1,750.00     | \$1,025.00                 | \$1,025.00     |
| F&I Long Double Water Service Connection                  |                                                                 | 1                  | EA    | \$3,200.00                 | \$3,200.00     | \$1,850.00          | \$1,850.00     | \$1,485.00                 | \$1,485.00     |
| Concrete Sidewalk Restoration                             |                                                                 | 50                 | SY    | \$80.00                    | \$4,000.00     | \$30.00             | \$1,500.00     | \$10.00                    | \$500.00       |
| Concrete Driveway Restoration                             |                                                                 | 50                 | SY    | \$100.00                   | \$5,000.00     | \$30.00             | \$1,500.00     | \$10.00                    | \$500.00       |
| Asphalt Driveway Restoration                              |                                                                 | 50                 | SY    | \$140.00                   | \$7,000.00     | \$40.00             | \$2,000.00     | \$10.00                    | \$500.00       |
| Dirt Road Restoration                                     |                                                                 | 50                 | SY    | \$40.00                    | \$2,000.00     | \$10.00             | \$500.00       | \$4.35                     | \$217.50       |
| Electronic Marker Bails Programmable                      |                                                                 | 20                 | EA    | \$170.00                   | \$3,400.00     | \$50.00             | \$1,000.00     | \$17.00                    | \$740.00       |
| Electronic Marker Bails Non-Programmable                  |                                                                 | 40                 | EA    | \$80.00                    | \$3,200.00     | \$30.00             | \$1,200.00     | \$30.00                    | \$1,200.00     |
| Record Drawings (Not less than 1% of Items 71-92)         |                                                                 | 1                  | LS    | \$10,000.00                | \$10,000.00    | \$9,550.00          | \$9,550.00     | \$1,780.00                 | \$1,780.00     |
| 92A                                                       | Irrigation Repair Allowance                                     | 1                  | LS    | \$5,000.00                 | \$5,000.00     | \$5,000.00          | \$5,000.00     | \$5,000.00                 | \$5,000.00     |
| Subtotal                                                  |                                                                 |                    |       | \$292,200.00               |                | \$215,750.00        |                | \$140,677.50               |                |



| 2022 Water Main Improvements, Alligator Road Improvements |                                                                  |                    |       |  | DB Civil Construction, LLC |                | General Underground |                | Superior Technologies Corp |                |
|-----------------------------------------------------------|------------------------------------------------------------------|--------------------|-------|--|----------------------------|----------------|---------------------|----------------|----------------------------|----------------|
| Item No.                                                  | Item Description                                                 | Estimated Quantity | Units |  | Unit Price                 | Extended Price | Unit Price          | Extended Price | Unit Price                 | Extended Price |
| 93                                                        | Mobilization & Demobilization (Not to exceed 5% of Items 95-106) | 1                  | LS    |  | \$4,500.00                 | \$4,500.00     | \$3,496.50          | \$3,496.50     | \$1,000.00                 | \$1,000.00     |
| 94                                                        | Indemnification                                                  | 1                  | LS    |  | \$100.00                   | \$100.00       | \$2,000.00          | \$2,000.00     | \$1,000.00                 | \$1,000.00     |
| 95                                                        | Connect to Existing @ Old Daytona Road                           | 1                  | EA    |  | \$8,200.00                 | \$8,200.00     | \$5,000.00          | \$5,000.00     | \$6,440.00                 | \$6,440.00     |
| 96                                                        | Install 6" HDPE Potable Water Main                               | 540                | LF    |  | \$75.00                    | \$40,500.00    | \$47.00             | \$25,380.00    | \$34.00                    | \$18,360.00    |
| 97                                                        | Miscellaneous Ductile Iron Fittings                              | 1,000              | LB    |  | \$4.00                     | \$4,000.00     | \$3.00              | \$3,000.00     | \$0.80                     | \$800.00       |
| 98                                                        | F&I Fire Hydrants                                                | 1                  | EA    |  | \$7,500.00                 | \$7,500.00     | \$6,000.00          | \$6,000.00     | \$6,375.00                 | \$6,375.00     |
| 99                                                        | F&I Temporary Blowoff                                            | 1                  | EA    |  | \$2,700.00                 | \$2,700.00     | \$3,500.00          | \$3,500.00     | \$2,100.00                 | \$2,100.00     |
| 100                                                       | F&I Short Side Single Water Service Connection                   | 4                  | EA    |  | \$2,100.00                 | \$8,400.00     | \$1,150.00          | \$4,600.00     | \$940.00                   | \$3,760.00     |
| 101                                                       | F&I Long Side Single Water Service Connection                    | 4                  | EA    |  | \$2,500.00                 | \$10,000.00    | \$1,350.00          | \$5,400.00     | \$1,300.00                 | \$5,200.00     |
| 102                                                       | Concrete Driveway Restoration                                    | 50                 | SY    |  | \$100.00                   | \$5,000.00     | \$90.00             | \$4,500.00     | \$110.00                   | \$5,500.00     |
| 103                                                       | Asphalt Roadway Restoration                                      | 50                 | SY    |  | \$140.00                   | \$7,000.00     | \$200.00            | \$10,000.00    | \$65.00                    | \$3,250.00     |
| 104                                                       | Electronic Marker Balls Programmable                             | 5                  | EA    |  | \$270.00                   | \$850.00       | \$250.00            | \$250.00       | \$38.00                    | \$190.00       |
| 105                                                       | Electronic Marker Balls Non-Programmable                         | 10                 | EA    |  | \$80.00                    | \$800.00       | \$30.00             | \$300.00       | \$30.00                    | \$300.00       |
| 106                                                       | Record Drawings (Not less than 1% of Items 95-106)               | 1                  | LS    |  | \$1,200.00                 | \$1,200.00     | \$3,496.50          | \$3,496.50     | \$700.00                   | \$700.00       |
| 106A                                                      | Irrigation Repair Allowance                                      | 1                  | LS    |  | \$5,000.00                 | \$5,000.00     | \$5,000.00          | \$5,000.00     | \$5,000.00                 | \$5,000.00     |
| <b>Subtotal</b>                                           |                                                                  |                    |       |  | <b>\$105,750.00</b>        |                | <b>\$81,923.00</b>  |                | <b>\$59,575.00</b>         |                |

| 2022 Water Main Improvements, Newport Road Improvements |                                                                   |                    |       |  | DB Civil Construction, LLC |                | General Underground |                | Superior Technologies Corp |                |
|---------------------------------------------------------|-------------------------------------------------------------------|--------------------|-------|--|----------------------------|----------------|---------------------|----------------|----------------------------|----------------|
| Item No.                                                | Item Description                                                  | Estimated Quantity | Units |  | Unit Price                 | Extended Price | Unit Price          | Extended Price | Unit Price                 | Extended Price |
| 107                                                     | Mobilization & Demobilization (Not to exceed 5% of Items 109-120) | 1                  | LS    |  | \$4,500.00                 | \$4,500.00     | \$3,025.00          | \$3,025.00     | \$500.00                   | \$500.00       |
| 108                                                     | Indemnification                                                   | 1                  | LS    |  | \$100.00                   | \$100.00       | \$2,000.00          | \$2,000.00     | \$1,000.00                 | \$1,000.00     |
| 109                                                     | Connect to Existing @ Old Daytona Road                            | 1                  | EA    |  | \$8,000.00                 | \$8,000.00     | \$6,000.00          | \$6,000.00     | \$6,440.00                 | \$6,440.00     |
| 110                                                     | Install 6" HDPE Potable Water Main                                | 620                | LF    |  | \$75.00                    | \$46,500.00    | \$47.00             | \$29,140.00    | \$34.00                    | \$21,080.00    |
| 111                                                     | Miscellaneous Ductile Iron Fittings                               | 1,000              | LB    |  | \$4.00                     | \$4,000.00     | \$3.00              | \$3,000.00     | \$0.80                     | \$800.00       |
| 112                                                     | F&I Fire Hydrants                                                 | 1                  | EA    |  | \$7,500.00                 | \$7,500.00     | \$6,000.00          | \$6,000.00     | \$6,375.00                 | \$6,375.00     |
| 113                                                     | F&I Temporary Blowoff                                             | 1                  | EA    |  | \$2,700.00                 | \$2,700.00     | \$3,500.00          | \$3,500.00     | \$2,100.00                 | \$2,100.00     |
| 114                                                     | F&I Short Side Single Water Service Connection                    | 1                  | EA    |  | \$2,100.00                 | \$2,100.00     | \$1,150.00          | \$1,150.00     | \$840.00                   | \$840.00       |
| 115                                                     | F&I Long Side Single Water Service Connection                     | 2                  | EA    |  | \$2,500.00                 | \$5,000.00     | \$1,350.00          | \$2,700.00     | \$1,300.00                 | \$2,600.00     |
| 116                                                     | Concrete Driveway Restoration                                     | 50                 | SY    |  | \$100.00                   | \$5,000.00     | \$50.00             | \$2,500.00     | \$111.00                   | \$5,550.00     |
| 117                                                     | Asphalt Roadway Restoration                                       | 50                 | SY    |  | \$140.00                   | \$7,000.00     | \$100.00            | \$5,000.00     | \$65.00                    | \$3,250.00     |
| 118                                                     | Electronic Marker Balls Programmable                              | 5                  | EA    |  | \$170.00                   | \$850.00       | \$60.00             | \$300.00       | \$37.00                    | \$185.00       |
| 119                                                     | Electronic Marker Balls Non-Programmable                          | 10                 | EA    |  | \$80.00                    | \$800.00       | \$30.00             | \$300.00       | \$30.00                    | \$300.00       |
| 120                                                     | Record Drawings (Not less than 1% of Items 109-120)               | 1                  | LS    |  | \$1,200.00                 | \$1,200.00     | \$3,025.00          | \$3,025.00     | \$3,000.00                 | \$3,000.00     |
| 120A                                                    | Irrigation Repair Allowance                                       | 1                  | LS    |  | \$5,000.00                 | \$5,000.00     | \$5,000.00          | \$5,000.00     | \$5,000.00                 | \$5,000.00     |
| <b>Subtotal</b>                                         |                                                                   |                    |       |  | <b>\$100,250.00</b>        |                | <b>\$72,640.00</b>  |                | <b>\$59,020.00</b>         |                |

| 2022 Water Main Improvements, Richland Avenue Improvements |                                                                   |                    |       |  | DB Civil Construction, LLC |                | General Underground |                | Superior Technologies Corp |                |
|------------------------------------------------------------|-------------------------------------------------------------------|--------------------|-------|--|----------------------------|----------------|---------------------|----------------|----------------------------|----------------|
| Item No.                                                   | Item Description                                                  | Estimated Quantity | Units |  | Unit Price                 | Extended Price | Unit Price          | Extended Price | Unit Price                 | Extended Price |
| 121                                                        | Mobilization & Demobilization (Not to exceed 5% of Items 123-134) | 1                  | LS    |  | \$4,500.00                 | \$4,500.00     | \$2,950.00          | \$2,950.00     | \$500.00                   | \$500.00       |
| 122                                                        | Indemnification                                                   | 1                  | LS    |  | \$100.00                   | \$100.00       | \$2,000.00          | \$2,000.00     | \$1,000.00                 | \$1,000.00     |
| 123                                                        | Connect to Existing @ Old Daytona Road                            | 1                  | EA    |  | \$8,000.00                 | \$8,000.00     | \$6,000.00          | \$6,000.00     | \$6,440.00                 | \$6,440.00     |
| 124                                                        | Install 6" HDPE Potable Water Main                                | 450                | LF    |  | \$75.00                    | \$33,750.00    | \$47.00             | \$21,150.00    | \$34.00                    | \$15,300.00    |
| 125                                                        | Miscellaneous Ductile Iron Fittings                               | 1,000              | LB    |  | \$4.00                     | \$4,000.00     | \$3.00              | \$3,000.00     | \$0.80                     | \$800.00       |
| 126                                                        | F&I Fire Hydrants                                                 | 1                  | EA    |  | \$7,500.00                 | \$7,500.00     | \$6,000.00          | \$6,000.00     | \$6,375.00                 | \$6,375.00     |
| 127                                                        | F&I Temporary Blowoff                                             | 1                  | EA    |  | \$2,700.00                 | \$2,700.00     | \$3,500.00          | \$3,500.00     | \$2,100.00                 | \$2,100.00     |
| 128                                                        | F&I Short Side Single Water Service Connection                    | 4                  | EA    |  | \$2,100.00                 | \$8,400.00     | \$1,150.00          | \$4,600.00     | \$840.00                   | \$3,360.00     |
| 129                                                        | F&I Long Side Single Water Service Connection                     | 4                  | EA    |  | \$2,500.00                 | \$10,000.00    | \$1,350.00          | \$5,400.00     | \$1,300.00                 | \$5,200.00     |
| 130                                                        | Concrete Driveway Restoration                                     | 50                 | SY    |  | \$100.00                   | \$5,000.00     | \$20.00             | \$2,000.00     | \$10.00                    | \$500.00       |
| 131                                                        | Asphalt Roadway Restoration                                       | 50                 | SY    |  | \$140.00                   | \$7,000.00     | \$100.00            | \$5,000.00     | \$65.00                    | \$3,250.00     |
| 132                                                        | Electronic Marker Balls Programmable                              | 5                  | EA    |  | \$170.00                   | \$850.00       | \$50.00             | \$250.00       | \$37.00                    | \$185.00       |
| 133                                                        | Electronic Marker Balls Non-Programmable                          | 10                 | EA    |  | \$80.00                    | \$800.00       | \$30.00             | \$300.00       | \$30.00                    | \$300.00       |
| 134                                                        | Record Drawings (Not less than 1% of Items 123-134)               | 1                  | LS    |  | \$1,200.00                 | \$1,200.00     | \$2,950.00          | \$2,950.00     | \$1,650.00                 | \$1,650.00     |
| 134A                                                       | Irrigation Repair Allowance                                       | 1                  | LS    |  | \$5,000.00                 | \$5,000.00     | \$5,000.00          | \$5,000.00     | \$5,000.00                 | \$5,000.00     |
| <b>Subtotal</b>                                            |                                                                   |                    |       |  | <b>\$98,800.00</b>         |                | <b>\$70,600.00</b>  |                | <b>\$51,960.00</b>         |                |

| 2022 Water Main Improvements, Country Pure Improvements |                                                                   |                    |       |  | DB Civil Construction, LLC |                | General Underground |                | Superior Technologies Corp |                |
|---------------------------------------------------------|-------------------------------------------------------------------|--------------------|-------|--|----------------------------|----------------|---------------------|----------------|----------------------------|----------------|
| Item No.                                                | Item Description                                                  | Estimated Quantity | Units |  | Unit Price                 | Extended Price | Unit Price          | Extended Price | Unit Price                 | Extended Price |
| 135                                                     | Mobilization & Demobilization (Not to exceed 5% of Items 137-154) | 1                  | LS    |  | \$6,500.00                 | \$6,500.00     | \$4,610.00          | \$4,610.00     | \$1,000.00                 | \$1,000.00     |
| 136                                                     | Indemnification                                                   | 1                  | LS    |  | \$100.00                   | \$100.00       | \$2,000.00          | \$2,000.00     | \$2,000.00                 | \$2,000.00     |
| 137                                                     | Connect to Existing @ Grace Street                                | 1                  | EA    |  | \$15,000.00                | \$15,000.00    | \$5,000.00          | \$5,000.00     | \$8,120.00                 | \$8,120.00     |
| 138                                                     | Furnish & Install 4" HDPE Potable Water Main                      | 80                 | LF    |  | \$72.00                    | \$5,760.00     | \$45.00             | \$3,600.00     | \$15.00                    | \$1,200.00     |
| 139                                                     | Furnish & Install 6" HDPE Potable Water Main                      | 160                | LF    |  | \$75.00                    | \$12,000.00    | \$47.00             | \$7,520.00     | \$35.00                    | \$5,600.00     |
| 140                                                     | Furnish & Install 8" HDPE Potable Water Main                      | 360                | LF    |  | \$85.00                    | \$30,600.00    | \$55.00             | \$19,800.00    | \$41.00                    | \$14,760.00    |
| 141                                                     | Miscellaneous Ductile Iron Fittings                               | 1,000              | LB    |  | \$4.00                     | \$4,000.00     | \$3.00              | \$3,000.00     | \$0.80                     | \$800.00       |
| 142                                                     | Furnish & Install 4" Gate Valve                                   | 1                  | EA    |  | \$2,800.00                 | \$2,800.00     | \$1,800.00          | \$1,800.00     | \$950.00                   | \$950.00       |
| 143                                                     | Furnish & Install 6" Gate Valve                                   | 1                  | EA    |  | \$3,800.00                 | \$3,800.00     | \$2,000.00          | \$2,000.00     | \$1,850.00                 | \$1,850.00     |
| 144                                                     | Furnish & Install 8" Gate Valve                                   | 1                  | EA    |  | \$4,200.00                 | \$4,200.00     | \$2,350.00          | \$2,350.00     | \$2,350.00                 | \$2,350.00     |
| 145                                                     | F&I Fire Hydrants                                                 | 1                  | EA    |  | \$7,500.00                 | \$7,500.00     | \$6,000.00          | \$6,000.00     | \$6,375.00                 | \$6,375.00     |
| 146                                                     | F&I Temporary Blowoff                                             | 1                  | EA    |  | \$2,700.00                 | \$2,700.00     | \$3,500.00          | \$3,500.00     | \$2,100.00                 | \$2,100.00     |
| 147                                                     | F&I Short Side Single Water Service Connection                    | 1                  | EA    |  | \$2,100.00                 | \$2,100.00     | \$1,150.00          | \$1,150.00     | \$840.00                   | \$840.00       |
| 148                                                     | F&I 4" Water Meter                                                | 1                  | EA    |  | \$18,000.00                | \$18,000.00    | \$10,000.00         | \$10,000.00    | \$1,300.00                 | \$1,300.00     |
| 149                                                     | F&I 4" RP Backflow Preventer                                      | 1                  | EA    |  | \$9,500.00                 | \$9,500.00     | \$10,000.00         | \$10,000.00    | \$8,750.00                 | \$8,750.00     |
| 150                                                     | Concrete Driveway Restoration                                     | 50                 | SY    |  | \$100.00                   | \$5,000.00     | \$90.00             | \$4,500.00     | \$110.00                   | \$5,500.00     |
| 151                                                     | Asphalt Roadway Restoration                                       | 50                 | SY    |  | \$140.00                   | \$7,000.00     | \$200.00            | \$10,000.00    | \$4.25                     | \$212.50       |
| 152                                                     | Electronic Marker Balls Programmable                              | 5                  | EA    |  | \$170.00                   | \$850.00       | \$50.00             | \$250.00       | \$38.00                    | \$190.00       |
| 153                                                     | Electronic Marker Balls Non-Programmable                          | 10                 | EA    |  | \$80.00                    | \$800.00       | \$30.00             | \$300.00       | \$30.00                    | \$300.00       |
| 154                                                     | Record Drawings (Not less than 1% of Items 137-154)               | 1                  | LS    |  | \$1,800.00                 | \$1,800.00     | \$4,610.00          | \$4,610.00     | \$6,500.00                 | \$6,500.00     |
| 154A                                                    | Irrigation Repair Allowance                                       | 1                  | LS    |  | \$5,000.00                 | \$5,000.00     | \$5,000.00          | \$5,000.00     | \$5,000.00                 | \$5,000.00     |
| <b>Subtotal</b>                                         |                                                                   |                    |       |  | <b>\$145,010.00</b>        |                | <b>\$106,990.00</b> |                | <b>\$75,697.50</b>         |                |

Total Bid Price (minus Alternates)

**\$3,159,970.00**

**\$2,249,983.00**

**\$1,721,117.50**

| 2022 Water Main Improvements, Alternate Bid Items |                                     |                    |       |  | DB Civil Construction, LLC |                | General Underground |                | Superior Technologies Corp |                |
|---------------------------------------------------|-------------------------------------|--------------------|-------|--|----------------------------|----------------|---------------------|----------------|----------------------------|----------------|
| Item No.                                          | Item Description                    | Estimated Quantity | Units |  | Unit Price                 | Extended Price | Unit Price          | Extended Price | Unit Price                 | Extended Price |
| AB-1                                              | Install 6" PVC Potable Water Main   | 280                | LF    |  | \$145.00                   | \$40,600.00    | \$47.00             | \$13,160.00    | \$13.93                    | \$3,900.40     |
| AB-2                                              | Install 6" HDPE Potable Water Main  | 6600               | LF    |  | \$54.00                    | \$356,400.00   | \$40.00             | \$264,000.00   | \$17.00                    | \$112,200.00   |
| AB-3                                              | Install 6" PVC Potable Water Main   | 200                | LF    |  | \$145.00                   | \$29,000.00    | \$47.00             | \$9,400.00     | \$13.93                    | \$2,786.00     |
| AB-4                                              | Install 6" HDPE Potable Water Main  | 1440               | LF    |  | \$54.00                    | \$77,760.00    | \$40.00             | \$57,600.00    | \$17.00                    | \$24,480.00    |
| AB-5                                              | Install 12" PVC Potable Water Main  | 120                | LF    |  | \$146.00                   | \$17,520.00    | \$100.00            | \$12,000.00    | \$29.00                    | \$3,480.00     |
| AB-6                                              | Install 12" HDPE Potable Water Main | 1480               | LF    |  | \$75.00                    | \$111,000.00   | \$81.00             | \$119,880.00   | \$75.00                    | \$111,000.00   |
| AB-7                                              | Install 4" PVC Potable Water Main   | 20                 | LF    |  | \$92.00                    | \$1,840.00     | \$65.00             | \$900.00       | \$15.00                    | \$300.00       |
| AB-8                                              | Install 6" PVC Potable Water Main   | 20                 | LF    |  | \$145.00                   | \$2,900.00     | \$47.00             | \$940.00       | \$13.93                    | \$278.60       |
| AB-9                                              | Install 6" HDPE Potable Water Main  | 500                | LF    |  | \$53.00                    | \$26,500.00    | \$40.00             | \$20,000.00    | \$17.00                    | \$8,500.00     |
| AB-10                                             | Install 8" PVC Potable Water Main   | 260                | LF    |  | \$154.00                   | \$40,040.00    | \$60.00             | \$15,600.00    | \$26.40                    | \$6,864.00     |
| AB-11                                             | Install 8" HDPE Potable Water Main  | 5200               | LF    |  | \$57.00                    | \$296,400.00   | \$44.00             | \$228,800.00   | \$28.00                    | \$145,600.00   |
| AB-12                                             | Install 6" PVC Potable Water Main   | 200                | LF    |  | \$145.00                   | \$29,000.00    | \$47.00             | \$9,400.00     | \$13.93                    | \$2,786.00     |
| AB-13                                             | Install 6" HDPE Potable Water Main  | 1000               | LF    |  | \$54.00                    | \$54,000.00    | \$40.00             | \$40,000.00    | \$17.00                    | \$17,000.00    |
| AB-14                                             | Install 6" HDPE Potable Water Main  | 540                | LF    |  | \$63.00                    | \$34,020.00    | \$40.00             | \$21,600.00    | \$17.00                    | \$9,180.00     |
| AB-15                                             | Install 6" HDPE Potable Water Main  | 620                | LF    |  | \$63.00                    | \$39,060.00    | \$40.00             | \$24,800.00    | \$13.93                    | \$8,636.00     |
| AB-16                                             | Install 6" HDPE Potable Water Main  | 450                | LF    |  | \$63.00                    | \$28,350.00    | \$40.00             | \$18,000.00    | \$17.00                    | \$7,650.00     |
| AB-17                                             | Install 6" HDPE Potable Water Main  | 80                 | LF    |  | \$60.00                    | \$4,800.00     | \$40.00             | \$3,200.00     | \$11.00                    | \$880.00       |
| AB-18                                             | Install 6" HDPE Potable Water Main  | 160                | LF    |  | \$63.00                    | \$10,080.00    | \$40.00             | \$6,400.00     | \$17.00                    | \$2,720.00     |
| AB-19                                             | Install 8" HDPE Potable Water Main  | 360                | LF    |  | \$65.00                    | \$23,400.00    | \$44.00             | \$15,840.00    | \$28.00                    | \$10,080.00    |
| <b>Subtotal</b>                                   |                                     |                    |       |  | <b>\$1,222,670.00</b>      |                | <b>\$881,560.00</b> |                | <b>\$478,321.60</b>        |                |

ATTACHMENT B

SUPERIOR TECHNOLOGIES CORP BID WITHDRAWAL E-MAIL

## **Setzer, Chad**

---

**From:** Phil Totman <phil@superiordrill.com>  
**Sent:** Tuesday, April 4, 2023 8:42 AM  
**To:** Setzer, Chad  
**Subject:** Withdrawal of Deland Bud

Chad we at Superior drill would like to withdrawal our bid for the 2022 water main improvements bid for the city of Deland.

Regards,  
Phil Totman  
Superior Technologies  
**321-588-3992**

**CITY OF DELAND**  
**Request for Commission Action**  
**April 17, 2023**

**SUBJECT:** Consideration re Grant of Easement to Duke Energy, DeLeon Springs Master Pump Station.

**DEPARTMENT:** Engineering

**PREPARED BY:** Ray Bahrami, City Engineer

**ATTACHMENTS:** Easement, Duke Energy Sketch

**APPROVED BY:** Michael Pleus, City Manager, April 10, 2023

---

**SUMMARY/HIGHLIGHT:**

The attached easement, if approved, will allow Duke Energy to install and maintain underground primary power lines from their lines in the right-of-way to the proposed transformer located near the pump station. Duke Energy will not supply power without this easement.

**STRATEGIC PLAN FOCUS AREA/ACTION STEP:**

Sustainability

**SUSTAINABILITY:**

N/A

**FISCAL IMPACT:**

Granting this easement to Duke Energy has no fiscal impact; however, the City will incur cost for payment to Duke Energy for contributions in aid to construction.

**RECOMMENDATION:**

Staff recommends that the City Commission approve the attached easement granting Duke Energy the right to extend power service to the new master pump station.

**BACKGROUND/DISCUSSION:**

Staff notes that the subject documents are “blanket easements” which allow Duke Energy to run its lines anywhere on the parcels. The documents provide, however that they can be replaced with “descriptive easements” each of whose width will be five feet on either side of the power lines installed. Once the power lines are in place, the City will have their locations surveyed and legal descriptions will be developed and included in the replacement easements.

Prepared by: Duke Energy Florida, LLC  
Return To: Duke Energy Florida, LLC  
Attn: Harley Sanwick  
2166 Palmetto St  
Mail Code: CW  
Clearwater, Florida 33765

Parcel # 691200000051  
ALTKEY: 8018425  
5205 N US Hwy 17  
DeLeon Springs, FL 32130

## EASEMENT

State of Florida  
County of Volusia

THIS EASEMENT ("**Easement**") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, from **CITY OF DELAND**, a Florida municipality of Florida ("**Grantor**", whether one or more), to **DUKE ENERGY FLORIDA, LLC**, a Florida limited liability company, Post Office Box 14042, St. Petersburg, FL 33733 ("**Grantee**").

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

Grantor is the owner of that certain property described in Exhibit A ("**Property**").

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

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

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

*For Grantee's Internal Use:*  
Work Order #: 48323706-50

Page 1 of 4

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

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

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

**IN WITNESS WHEREOF**, Grantor has signed this Easement under seal effective this \_\_\_\_ day of \_\_\_\_\_, 2023.

Witnesses:

**CITY OF DELAND**  
a Florida municipality

\_\_\_\_\_  
(Witness #1)

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Christopher Cloudman, Mayor

\_\_\_\_\_  
(Witness #2)

Printed Name: \_\_\_\_\_

Grantor(s) Mailing Address:

\_\_\_\_\_  
120 S. Florid Avenue  
\_\_\_\_\_  
DeLand, Florida 32720  
\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023 by Christopher Cloudman, Mayor of CITY OF DELAND, a Florida municipality, on behalf of the municipality. He is personally known to me or has produced \_\_\_\_\_ as identification.



Notary Public: \_\_\_\_\_

Printed/ Typed Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

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

EXHIBIT A

A PARCEL OF LAND LOCATED IN PARCEL ID 691200000050, SECTION 39, TOWNSHIP 16 SOUTH, RANGE 29 EAST, VOLUSIA COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL ID, ALSO BEING THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 17 AND THE SOUTHERLY LINE OF THE DITCH RIGHT OF WAY (PER 79050-2502) ACCORDING TO THE RIGHT OF WAY MAP STATE ROAD NO. 15 SECTION 79050 VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID INTERSECTION RUN, N 89° 58' 01" E ALONG SAID SOUTHERLY LINE A DISTANCE OF 70.00 FEET; THENCE S 01° 56' 38" W A DISTANCE OF 90.00 FEET; THENCE S 89° 58' 01" W A DISTANCE OF 70.00 FEET TO SAID EASTERLY RIGHT OF WAY LINE; THENCE N 01°56'38" E ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.

SAID LAND CONTAINING 6,296 SQUARE FEET MORE OR LESS.



USP:  
 USP:  
 USP:  
 USP:



**Safety Reminders / Adverse Conditions**

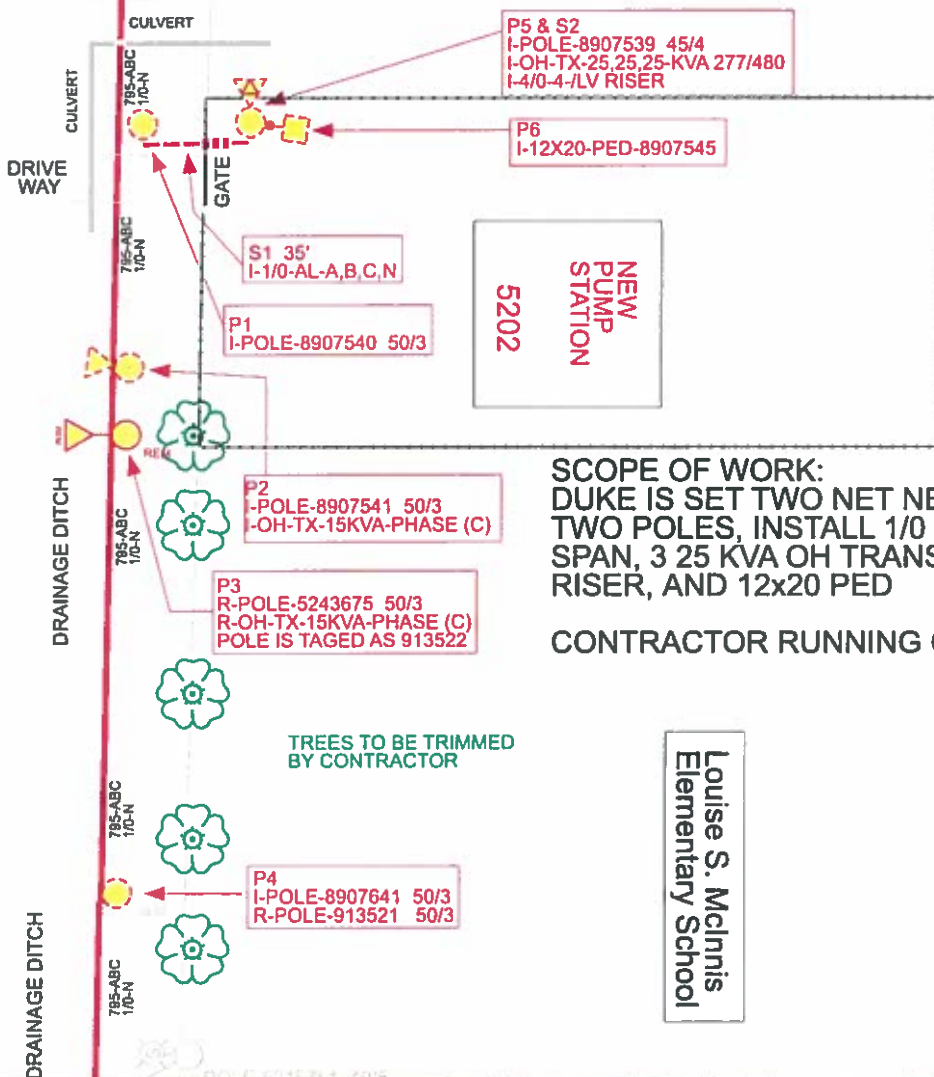
?: CONTRACTOR TO TRIM TREES  
 ?:  
 ?:  
 ?:



GPS / 29.125354, -81.351473  
 WILL BE CLOSE TO NEW  
 POLE LOCATION

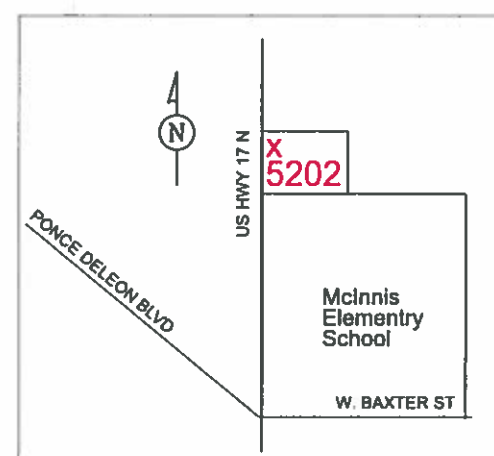
REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

US HWY 17 N



**SCOPE OF WORK:**  
 DUKE IS SET TWO NET NEW POLES, CHANGE TWO POLES, INSTALL 1/0 THREE PHASE SLACK SPAN, 3 25 KVA OH TRANS (277/480 VOLT), 4/0-4 RISER, AND 12x20 PED

**CONTRACTOR RUNNING ONE SET 350 / 4 WIRE**



|                   |                         |
|-------------------|-------------------------|
| Work Order Number | 46459683                |
| Customer/Contact  | BILL McMULLEN           |
| Contact Phone     | 407-402-0206            |
| Job Site Address  | 5205 US Highway 17 #JFT |
| City              | DE LEON SPRINGS         |
| Country           | VOLUSIA                 |
| State, Zip        | FL, 32130               |
| Designer          | James Lane              |
| Designer Phone    | 386-943-3912            |
| Circuit ID        | W0904                   |
| Primary Voltage   | 12.47 / 7200            |
| Permit Required   | Yes - No,XXX            |
| Permit Type/No.   |                         |
| Permit Type/No. 2 |                         |
| Permit Type/No. 3 |                         |
| Permit Type/No. 4 |                         |

**CITY OF DELAND**  
**Request for Commission Action**  
**April 17, 2023**

**SUBJECT:** Consideration re Change Order No. 4, WRF Digester Upgrades & Improvement.

**DEPARTMENT:** Utilities

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

**ATTACHMENTS:** CHANGE ORDER NO. 4, MH CO-- BACK UP.

**APPROVED BY:** Michael Pleus, City Manager, April 10, 2023

---

**SUMMARY/HIGHLIGHT:**

SGS Contracting Services, who is performing the work on the WRF Digester Upgrades and Improvements project, was still experiencing delivery delays on two electrical main switch gear panel boxes until last week. In addition to delivery delays, the City was unable to provide them with Digester No. 3 until late January as we recovered from Hurricane related issues. This culmination of events has caused the project to overrun its completion date. A time extension of One Hundred and Forty-Five (145) days has been requested to allow for a substantial completion date of March 2023 and a final completion date of April, 2023. Currently, there are only punch list items left to complete.

Staff has reviewed the recommendation provided by the Engineer of Record (EOR) to present this item to the Commission for further action. All of the documentation related to this item is attached to this Request for Commission Action.

**STRATEGIC PLAN FOCUS AREA/ACTION STEP:**

High Value Government

**SUSTAINABILITY:**

Facilities

**FISCAL IMPACT:**

Approval of this Change Order No. 4 does not have any fiscal impact for the City. Approval of this change order to add 145 days to the contract will put the project back in good standing.

**RECOMMENDATION:**

Staff recommends that the City Commission approve Change Order No. 4 allowing SGS Contracting Services to perform the work necessary to close out the work on WRF Digester Upgrades and Improvements located at the Wiley M. Nash WRF.

**BACKGROUND/DISCUSSION:**

N/A

**CHANGE ORDER NO. 4**  
**WRF DIGESTER UPGRADES AND IMPROVEMENTS**

**Date:** April 17<sup>th</sup>, 2023

**Project:** City of DeLand Digester Upgrades and Improvements

**Contractor:** SGS Contracting Services, Inc.  
23625 W. US Hwy. 27  
High Springs, Fl. 32643

**Description:** Contract extension of one hundred and forty-five days due to material delays and hurricane impacted delays.

**ADJUSTED SCHEDULE OF CONTRACT COSTS**

**Original Contract Amount..... \$1,681,600.00**

**Deductive Change Order No. 1 (City purchase-  
Blower, Blower Drive, Jet Aeration and Course Bubble Aeration ..... (\$661,938.20)**

**Change Order No. 2 (Pole Barn Bay Enclosure) ..... \$69,570.90**

**This Change Order No. 3 (Piping Insulation, Condensate Drains with  
Vacuum Breakers..... \$25,011.93**

**This Change Order No. 4.....\$0.00**

**Adjusted Contract Cost..... \$1,114,244.60**

Contract time is hereby extended by one hundred and forty-five (145) days.

**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  
*Raymond Bahrami*

\_\_\_\_\_  
Ray Bahrami, P.E.  
Deputy Public Services Director / City Engineer

\_\_\_\_\_  
Date

**SGS CONTRACTING SERVICES**

eSigned via SeamlessDocs.com  
*Seth Simmons*

\_\_\_\_\_  
Seth Simmons  
President

\_\_\_\_\_  
04-04-2023

\_\_\_\_\_  
Date

**CITY OF DELAND, FLORIDA**

---

Christopher M. Cloudman  
Mayor - Commissioner

---

Date

**ATTEST:**

---

Julie Hennessy  
City Clerk

---

Date

## CHANGE ORDER FORM

Project: ***CITY OF DELAND  
DE DIGESTER UPGRADES  
CITY# 20-25***

### CHANGE ORDER NO. 4

DATE OF ISSUANCE: 2-1-2023 CONTRACTOR: SGS Construction

EFFECTIVE DATE: 2-1-2023

OWNER'S PROJECT PO:

---

The following changes are hereby made to the Contract Documents:

|                                                                                       |                                                                                                                                                          |
|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| CHANGE IN CONTRACT PRICE:<br><br>Original Contract Price<br><br><u>\$1,681,600.00</u> | CHANGE IN CONTRACT TIMES:<br>Original Contract Times<br><br>Substantial Completion: 330 days – May 27, 2022<br>Final Completion: 30 days – June 27, 2022 |
| Net changes from previous Change Orders<br><br>\$567,355.37                           | Net change from previous Change Orders<br><br>150 Days                                                                                                   |
| Contract Price prior to this Change Order<br><br>1,114,244.63                         | Contract Times prior to this Change Order<br><br>Substantial Completion: 480 days – October 24, 2022<br>Final Completion: 30 days – November 24, 2022    |
| Net Increase (decrease) of this Change Order<br><br>\$ 0                              | Net Increase (decrease) of this Change Order<br><br>145 Days                                                                                             |
| Contract Price with all approved Change Orders<br><br>\$1,114,244.63                  | Contract Times with all approved Change Orders<br><br>Substantial Completion: 625 days – March 18, 2023<br>Final Completion: 30 days – April 17, 2023    |

## CHANGES ORDERED:

- I. GENERAL: This change order is necessary to cover changes in the work to be performed under this Contract.

The change in price and/or delivery date described, is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of the modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

## II. REQUIRED CHANGES:

CONTRACT PRICE: The contract price is hereby increased by \$0

CONTRACT TIME: The contract time is hereby increased by a total of 145 days.

## III. JUSTIFICATION:

CONTRACT PRICE: No cost increase is requested.

CONTRACT TIME: An additional 145 days is being added to the contract time due to the following:

127 days - Unforeseen operational constraints as a result of Hurricane Ian. See attached SGS Construction Services, Inc. request for additional time.

18 days – Holidays and Weather days

- IV. PAYMENT: Line item(s) will be added to schedule of values and payment/credit for such will be paid with percentage complete of original contract/schedule of value pay item via monthly pay requests

V. APPROVAL AND CHANGE AUTHORIZATION:

---

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and,

The change in price and/or delivery date described, is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of the modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein.

RECOMMENDED BY:

Mead & Hunt

(Engineer)

By: Cassandra Cissell 2-1-2023  
(Authorized Signature) (Date)

Cassandra Cissell, P.E.

ACCEPTED BY:

SGS Contracting Services, Inc.

(Contractor)

[Signature] 1/30/2023  
(Authorized Signature) (Date)

Seth Simmons

APPROVED BY:

\_\_\_\_\_  
(Owner)

By: \_\_\_\_\_  
(Authorized Signature) (Date)

\_\_\_\_\_



**SGS CONTRACTING  
SERVICES, INC.**

Date: January 25, 2023

RE: DeLand WRF Digester Improvements  
Time Extension Letter

As discussed in recent project meetings, we are issuing this letter to formally request a time extension to the contract. For the months in Q4 2022, we were unable to continue normal progress on the project due to unforeseen operational constraints. As a result, the final phase of the project was delayed, ultimately resuming in January 2023.

This letter requests that **Substantial Completion** be adjusted to **February 28, 2023**. While the physical portion of the work will be complete prior to the end of this current, consideration has to be given for startup coordination, which is currently scheduled to occur during the first three (3) weeks of February 2023.

There are no cost or other implications associated with this request for time extension.

Regards,  
Seth G Simmons  
President



**CITY OF DELAND**  
**Request for Commission Action**  
**April 17, 2023**

**SUBJECT:** First Reading of Ordinance Annexing 0.76 Acre of Property Located at 230 East International Speedway Boulevard.

**DEPARTMENT:** Planning

**PREPARED BY:** Carol Kuhn, Deputy Planning Director

**ATTACHMENTS:** Ordinance, Exhibit A - Location & Zoning Map, Exhibit B - Metes & Bounds Legal Description Parcel 7004-02-02-0010, AN23-003 Staff Report

**APPROVED BY:** Michael Pleus, City Manager, April 10, 2023

---

**SUMMARY/HIGHLIGHT:**

This request is for approval to annex 0.76 acre of property into the City of DeLand to develop a commercial project. At their March 15, 2023 meeting, the Planning Board unanimously recommended approval of the annexation.

**STRATEGIC PLAN FOCUS AREA/ACTION STEP:**

As outlined in the city's Strategic Plan: *"To manage growth, the City will need to institute a number of smart growth principles. For reasons of both community identity and governmental efficiency, an annexation strategy is required which will "square off" the City's boundaries."* Approval of this request will further the city's goals to annex contiguous properties in order to ensure quality growth within the city limits.

**SUSTAINABILITY:**

N/A

**FISCAL IMPACT:**

Inclusion of this property into the city's tax rolls will increase funds towards city services.

**RECOMMENDATION:**

It is recommended that the City Commission approve, on 1<sup>st</sup> reading, the annexation of 0.76 acre of property into the city limits of DeLand. The second reading should be delayed until the corresponding land use amendment is adopted.

**BACKGROUND/DISCUSSION:**

Mike Woods, Cobb Cole, represents the developer of the subject property. The property is surrounded, on three sides (north, east and west), by parcels and right of way (International Speedway Blvd.) that are already in the city limits of DeLand, and part of an existing enclave. If approved, the annexation of 230 E. International Speedway Blvd. would reduce the existing enclave. The applicant has also applied for a land use amendment (SMLU23-004) as well as a rezoning request (Z23-005) for the subject property and for the parcel to the west at 210 E. International Speedway Blvd.

**ORDINANCE NO. 2023 -**

**AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, ANNEXING A PARCEL OF LAND TOTALING APPROXIMATELY +/- 0.76 ACRES OF PROPERTY LOCATED AT 230 EAST INTERNATIONAL SPEEDWAY BOULEVARD; AMENDING CITY BOUNDARIES TO INCLUDE THE ANNEXED PROPERTIES; AFFIRMING COMPLIANCE WITH STATUTORY PROCEDURE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Petitioner, Mike Woods, Esq., on behalf of the owner, W. Volusia Columbian Club, submitted a petition for annexation of approximately +/- 0.76 acres of land located at 230 East International Speedway Boulevard; and

**WHEREAS**, the parcel to be annexed is improved with a 3,500 square foot building housing the former Knights of Columbus; and

**WHEREAS**, the area to be annexed is contiguous to the boundaries of the City of DeLand, on the north, east and west, will not create an enclave if annexed, is reasonably compact, is not circuitous, and otherwise meets the requirements of *Chapter 171, Florida Statutes*.

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

**Section 1.** The following described land in Volusia County, Florida, for which a petition for annexation has been received from the Petitioner, Mike Woods, Esq., on behalf of the owner, W. Volusia Columbian Club, totaling approximately +/- 0.76 acres, located at 230 East International Speedway Boulevard, is hereby annexed and made part of the City of DeLand, subject to the jurisdiction, obligations, benefits and privileges of property within the municipality:

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

**Parcel Identification No. 700402020010**

**Section 2.** The boundary lines of the City of DeLand are hereby changed and redefined to include the lands described in Section 1 above and depicted on the map attached hereto as Exhibit “B” and by this reference made a part hereof.

**Section 3.** The City Commission finds that a public hearing has been held on this Ordinance prior to adoption in the Commission Chambers, City Hall, 120 S. Florida Avenue, DeLand, Florida, at 7:00 P.M., on \_\_\_\_\_, after notice published in accordance with Florida Statutes Section 171.044.

**Section 4.** This Ordinance shall become effective immediately upon its adoption.

**PASSED AND DULY ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Christopher M. Cloudman  
Mayor-Commissioner

**ATTEST:**

\_\_\_\_\_  
Julie A. Hennessy  
City Clerk - Auditor

Passed on first reading:  
Adopted on second reading:

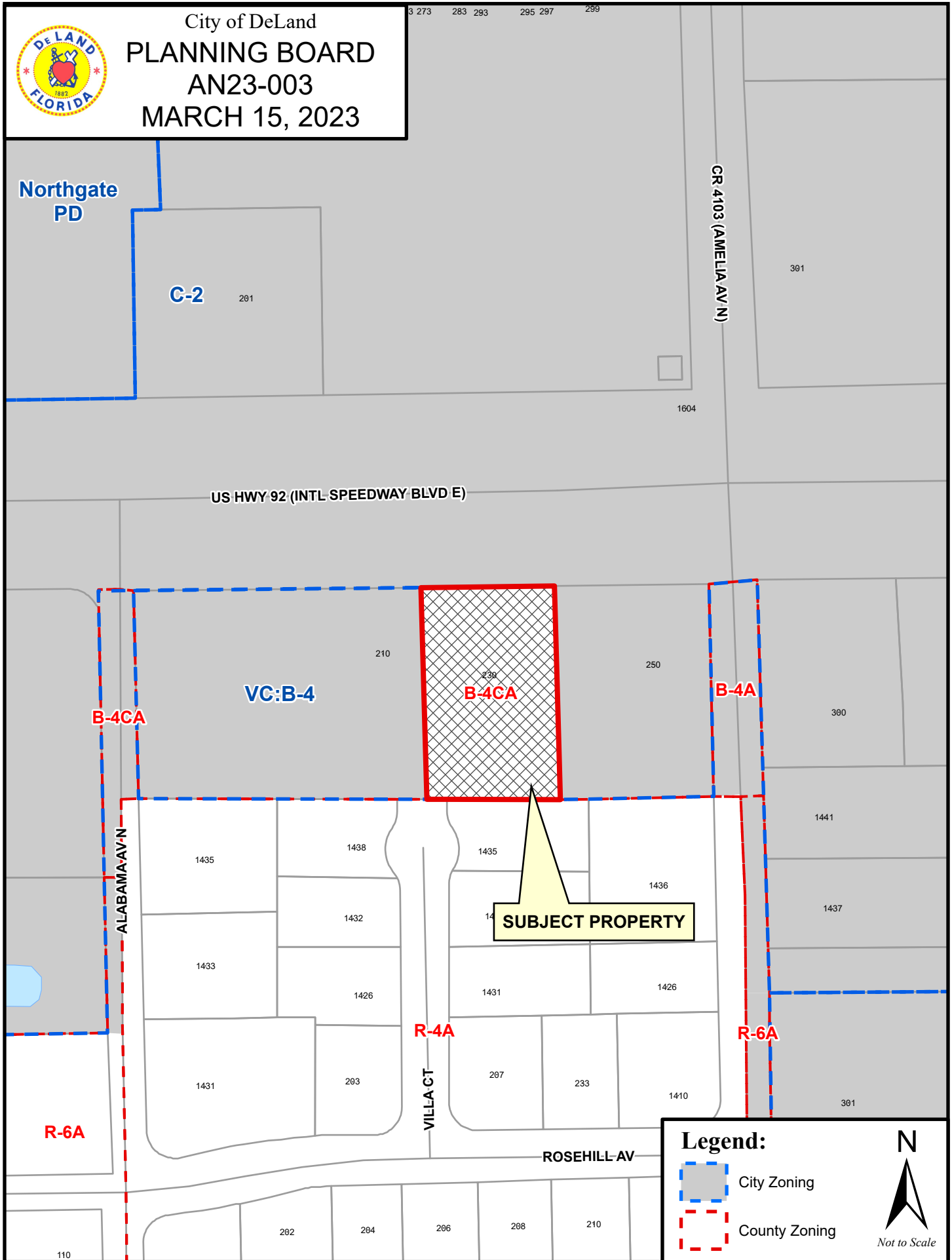
**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Darren J. Elkind  
City Attorney

# "EXHIBIT A"



City of DeLand  
PLANNING BOARD  
AN23-003  
MARCH 15, 2023



## **“EXHIBIT B”**

### **LEGAL DESCRIPTION**

**7004-02-02-0010**

7004-02-02-0010:

**PARCEL 1:**

THE WEST 100 FEET OF THE EAST 260 FEET OF THE NORTH 234.37 FEET OF THE SOUTH 313.38 FEET OF BLOCK B, DEANBURG, A SUBDIVISION IN SECTION 4, TOWNSHIP 17 SOUTH, RANGE 30 EAST, AS RECORDED IN DEED BOOK P, PAGE 530, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LESS AND PORTION LYING IN THE ROAD RIGHT OF WAY.

**PARCEL 2:**

THE WEST 42 FEET OF THE EAST 302 FEET OF THE NORTH 234.37 FEET OF THE SOUTH 313.38 FEET OF BLOCK B, DEANBURG, A SUBDIVISION IN SECTION 4, TOWNSHIP 17 SOUTH, RANGE 30 EAST, AS RECORDED IN DEED BOOK P, PAGE 530, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LESS AND PORTION LYING IN THE ROAD RIGHT OF WAY.

THE ABOVE DESCRIBED PROPERTY BEING MORE PARTICULARLY DESCRIBED AND SURVEYED AS FOLLOWS:

A PORTION OF BLOCK B, DEANBURG, A SUBDIVISION IN SECTION 4, TOWNSHIP 17 SOUTH, RANGE 30 EAST, AS RECORDED IN DEED BOOK P, PAGE 530, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF ALABAMA AVENUE WITH THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY #92; THENCE ALONG THE SOUTH RIGHT OF WAY OF SAID U.S. HIGHWAY #92, N 88°57'36" E, 309.76 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE EAST 302 FEET OF THE NORTH 234.37 FEET OF THE SOUTH 313.38 FEET OF SAID BLOCK B AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY #92, N 89°42'36" E, 141.98 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, ALONG THE EAST LINE OF THE WEST 100 FEET OF THE EAST 260 FEET OF THE NORTH 234.37 FEET OF THE SOUTH 313.38 FEET OF SAID BLOCK B, S 01°34'21" E, 232.56 FEET; THENCE S 88°57'34" W, 141.95 FEET TO A POINT ON THE AFORESAID WEST LINE OF THE EAST 302 FEET OF THE NORTH 234.37 FEET OF THE SOUTH 313.38 FEET OF SAID BLOCK B; THENCE ALONG SAID LINE, N 01°34'21" W, 234.37 FEET TO THE POINT OF BEGINNING.

CONTAINS .76 ACRES, MORE OR LESS.

**PLANNING DEPARTMENT STAFF REPORT  
TO  
PLANNING BOARD**

**March 15, 2023**

**A. APPLICATION:**     AN23-003

**Requested Action:**     Annexation of 0.76 acres of property into the City limits of DeLand

**Location:**                230 E. International Speedway Blvd.

**Petitioner:**              Michael Woods, Cobb Cole

**Owner:**                    W. Volusia Columbian Club

**Size of parcel(s):**     ± 0.76 acre

**Parcel ID:**                700402020010

**Land Use Designation & Zoning of Subject Property:**

**Future Land Use:**                Volusia County:     Urban Medium Intensity UMI

**Existing Zoning:**                Volusia County:     B-4CA

**Existing Use:**                    “Knights of Columbus”, vacant

**B. SURROUNDING LAND USE & ZONING:**

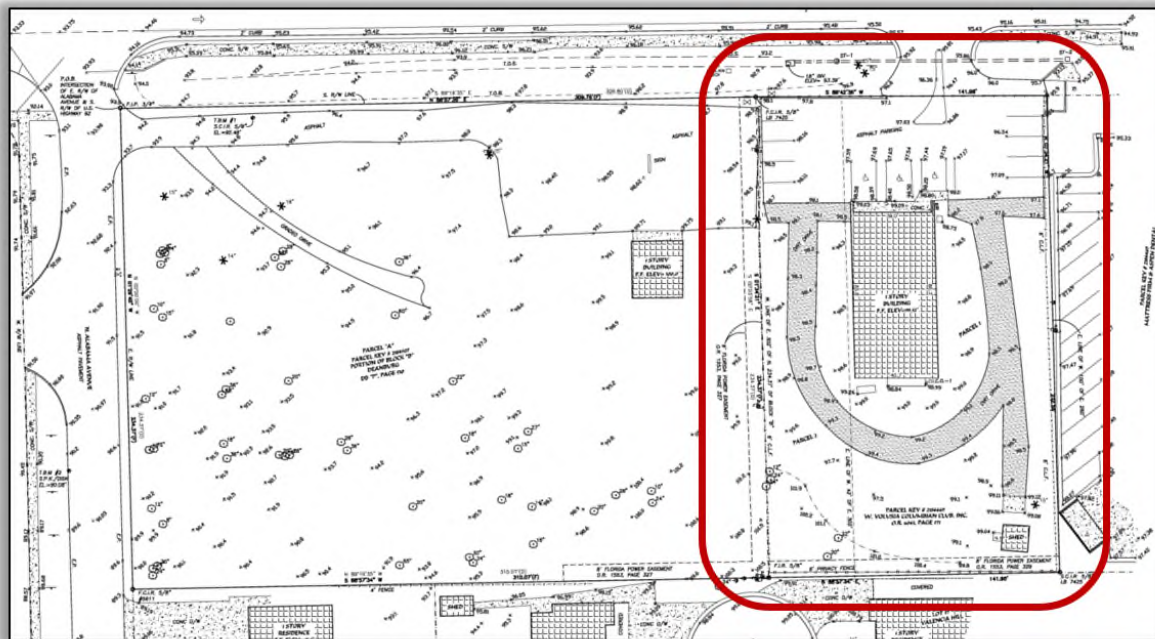
|               | LAND USE | ZONING   |
|---------------|----------|----------|
| <b>North:</b> | HC       | C-2      |
| <b>South:</b> | VC: UMI  | VC: R-4A |
| <b>East:</b>  | HC       | VC: B-4  |
| <b>West:</b>  | HC       | C-2      |

### C. PHYSICAL CHARACTERISTICS:

The subject property is located in unincorporated Volusia County and is currently zoned VC: B-4CA (Volusia County General Commercial) with a future land use designation of County UMI (Urban Medium Intensity). The proposed annexation consists of  $\pm 0.76$  acres of property located on the south side of E. International Speedway Blvd., between N. Alabama Ave. and N. Amelia Ave., addressed as 230 E. International Speedway Blvd. The subject property does not appear to contain any wetlands nor does it lie within the 100-year flood zone. The parcel is already a developed property with an existing  $\pm 3,500$  sq. ft. building, formerly known as the “Knights of Columbus”. The applicant has submitted concurrent applications for a future land use amendment (SMLU23-004) and a rezone (Z23-005). All site improvements will require review and approval of a separate site plan or other development application.

### D. PUBLIC SERVICES & UTILITIES:

The City’s Utilities Department determined the closest City water main is an 8” main on E. International Speedway Blvd., and the closest city sewer main is an 8” gravity main located on Amelia Ave., by the driveway for Valvoline (within 400 LF). Both the Police and Fire Departments will confirm that there is also adequate public safety protection available.



**E. GROWTH MANAGEMENT PLAN CONSISTENCY:**

The subject property is addressed as 230 E. International Speedway Blvd. and is 0.76 acres in size. Concurrent to this zoning application, the applicant submitted a request for a future land use amendment (SMLU23-004), as well as an application requesting to rezone the subject property (Z23-005). The property is situated between two properties already within the city limits of DeLand. The applicant is proposing the future land use designation be amended to City HC, Highway Commercial, the same as the property to the west and east, and compatible with the requested C-2 zoning district. Currently, the property is vacant, but was previously the location of the “Knights of Columbus” club. To the north is International Speedway Blvd. and to the south is unincorporated property, containing a single-family residential subdivision.

**F. ANALYSIS:**

The City’s guidelines for annexation require a property be sufficiently **contiguous** to property already within the city limits and to be accessible to public services provided, such as city water and sewer services. In addition, the State requires the property be **reasonably compact, non-circuitous**, and **does not create an enclave**. The subject property does not create an enclave, is contiguous to the City of DeLand, is reasonably compact and is non-circuitous. To the north, east and west of the parcel is all within the city’s jurisdiction. The annexation of this parcel would eliminate the existing enclave. The parcel is contiguous to the city to the north by  $\pm 142$  ft., to the east by  $\pm 232$  ft. and to the west by  $\pm 234$  ft.

**G. RECOMMENDATION:**

Staff recommends that the Planning Board forward this annexation petition to the City Commission, with a recommendation for approval.

Based upon the concurrency requirements of the State of Florida and the City's concurrency management plan, as adopted in Article 5, Sec. 33-41 of the Land Development Regulations, approval of the proposed annexation does not automatically provide vested development rights. At the time the developer applies for a development permit, adequate infrastructure must exist to support the proposed development. If such infrastructure does not exist, the developer may be required to incur additional expense to ensure that the necessary infrastructure is provided.



**CITY OF DELAND**  
**Request for Commission Action**  
**April 17, 2023**

**SUBJECT:** First Reading of Ordinance Changing the Land Use of 0.76 Acre of Property From Volusia County's Urban Medium Intensity (UMI) to City of DeLand Highway Commercial (HC) Located at 230 East International Speedway Boulevard.

**DEPARTMENT:** Planning

**PREPARED BY:** Carol Kuhn, Deputy Planning Director

**ATTACHMENTS:** Ordinance, Exhibit A - Legal Description, SMLU 23-004 Staff Report, SMLU23-004 Current Land Use Map, SMLU23-004 Proposed Land Use Map, SMLU23-004 Zoning & Location Map, SMLU23-004 Aerial Map

**APPROVED BY:** Michael Pleus, City Manager, April 10, 2023

---

**SUMMARY/HIGHLIGHT:**

This request is for approval to amend the future land use designation of 0.76 acre of property from Volusia County Urban Medium Intensity (UMI), to City of DeLand Highway Commercial (HC). The subject property is located east of N. Alabama Ave. and west of N. Amelia Ave., addressed as 230 E. International Speedway Blvd. At their March 15, 2023 meeting, the Planning Board unanimously recommended approval of the land use amendment.

**STRATEGIC PLAN FOCUS AREA/ACTION STEP:**

N/A

**SUSTAINABILITY:**

N/A

**FISCAL IMPACT:**

Once the subject property is included in the city's tax rolls, commercial development the property will increase funds towards city services.

**RECOMMENDATION:**

It is recommended that the City Commission approve, on 1<sup>st</sup> reading, the land use amendment for the subject property from Volusia County Urban Medium Intensity (UMI) to the City of DeLand Highway Commercial (HC), and direct staff to transmit the amendment to the Volusia Growth Management Commission. The second reading should be delayed until the application is reviewed by the Volusia Growth Management Commission.

**BACKGROUND/DISCUSSION:**

Mike Woods, Cobb Cole, represents the developer of the subject property. The applicant's intention is to redevelop the subject property for commercial uses. The land use amendment will increase the maximum residential density from 8 to 16 dwelling units per acre. The maximum allowable intensity will increase from 0.50 F.A.R. (16,500 sq. ft.) to 1.0 F.A.R. (33,100 sq. ft.). The applicant has also applied for annexation of the

property (AN23-003), as well as a rezoning (Z23-005) for both the subject property and the parcel directly to the west.

**ORDINANCE NO. 2023 -**

**AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF DELAND, BY CHANGING THE LAND USE DESIGNATION OF CERTAIN PROPERTY LOCATED AT 230 EAST INTERNATIONAL SPEEDWAY BOULEVARD; FROM VOLUSIA COUNTY'S URBAN MEDIUM INTENSITY FUTURE LAND USE DESIGNATION TO CITY OF DELAND'S HIGHWAY COMMERCIAL FUTURE LAND USE DESIGNATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

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

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

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

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

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

**WHEREAS**, the City Commission has received a request to amend the Comprehensive Plan by changing the land use designation of approximately 0.76 +/- acres of land located at 230 East International Speedway Boulevard; from Volusia County's Urban Medium Intensity land use designation to City of DeLand's Highway Commercial future land use designation; and

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

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

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

**Section 1.** The City Commission hereby amends the Future Land Use Map for the incorporated area by changing the land use designation of that certain parcel of land located at 230 East International Speedway Boulevard; consisting of approximately 0.76 +/- acres of land from Volusia County's Urban Medium Intensity Future Land Use designation to City of DeLand's Highway Commercial Future Land Use designation, as more particularly described in the Exhibit "A" attached hereto and by this reference made a part hereof.

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

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

**PASSED AND DULY ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Christopher M. Cloudman  
Mayor - Commissioner

**ATTEST:**

\_\_\_\_\_  
Julie A. Hennessy  
City Clerk - Auditor

Passed on first reading:  
Adopted on second reading:

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Darren J. Elkind  
City Attorney

## **“EXHIBIT A”**

### **LEGAL DESCRIPTION**

**7004-02-02-0010**

7004-02-02-0010:

**PARCEL 1:**

THE WEST 100 FEET OF THE EAST 260 FEET OF THE NORTH 234.37 FEET OF THE SOUTH 313.38 FEET OF BLOCK B, DEANBURG, A SUBDIVISION IN SECTION 4, TOWNSHIP 17 SOUTH, RANGE 30 EAST, AS RECORDED IN DEED BOOK P, PAGE 530, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LESS AND PORTION LYING IN THE ROAD RIGHT OF WAY.

**PARCEL 2:**

THE WEST 42 FEET OF THE EAST 302 FEET OF THE NORTH 234.37 FEET OF THE SOUTH 313.38 FEET OF BLOCK B, DEANBURG, A SUBDIVISION IN SECTION 4, TOWNSHIP 17 SOUTH, RANGE 30 EAST, AS RECORDED IN DEED BOOK P, PAGE 530, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LESS AND PORTION LYING IN THE ROAD RIGHT OF WAY.

CONTAINS .76 ACRES, MORE OR LESS.

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

**March 15, 2023**

**A. APPLICATION NO.:** SMLU23-004

**APPLICANT:** Michael Woods, Cobb Cole

**REQUEST:** To amend the land use designation from Volusia County UMI (Urban Medium Intensity) to City of DeLand HC (Highway Commercial)

**B. SITE FACTORS:**

Location: 230 E. International Speedway Blvd.  
Parcel ID: 700402020010  
Parcel Size: ± 0.76 acres  
Land Use: VC UMI  
Existing Use: “Knights of Columbus”, Vacant

|               | <b>SURROUNDING USE:</b>             |
|---------------|-------------------------------------|
| <b>North:</b> | HC (Highway Commercial)             |
| <b>South:</b> | VC: UMI (VC Urban Medium Intensity) |
| <b>East:</b>  | HC (Highway Commercial)             |
| <b>West:</b>  | HC (Highway Commercial)             |

**C. REQUESTED ACTION & HISTORY:**

A request is being made for the future land use designation to be amended for a parcel located at 230 E. International Speedway Blvd. The request is to change the future land use designation from Volusia County Urban Medium Intensity (VC: UMI), to City of DeLand Highway Commercial (HC). The parcel is currently uninhabited, but was previously the location of the “Knights of Columbus”. *A concurrent application to rezone the property, as well as the adjacent property to the west (210 E. International Speedway Blvd.) from VC: B-4/B-4CA to C-2 (Z23-005) was also submitted.*

**D. CHRONOLOGY OF PAST EVENTS:**

The request to amend the future land use designation consists of 0.76 acres of property owned by W. Volusia Columbian Club. With a current future land use designation of VC: UMI, the density for residential uses allows up to 8 dwelling units per acre, and the commercial floor area ratio is a maximum of 0.5 F.A.R. If the land use is changed to City HC, the density for residential uses allows up to 16 dwelling units per acre, and the commercial floor area ratio is a maximum of 1.0 F.A.R. The subject property has an existing building on site that is vacant. The applicant is unsure whether or not the existing building will be kept. However, any work done will require the proper permits as well as an approved site plan.

**E. ALTERNATIVES & ANALYSIS:**

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

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

SMLU23-004

1 of 4

Page 120 of 143

- a. The subject property is within the city's service area for both water and sewer and availability has been confirmed.
- b. If a Traffic Impact Analysis is required for the subject property, it will be reviewed with the site plan.
- c. The change in designation will not generate a new demand for recreational facilities.
- d. Volusia County already provides a sanitary landfill for the disposal of solid waste. The landfill has adequate capacity at this time.
- e. The City can provide an adequate LOS of Fire/Rescue & Police service.

**2. Compatibility with Land Use and Other Elements:**

The Future Land Use element requires that the subject property be consistent with surrounding development. Per the City of DeLand Comprehensive Plan, the Highway Commercial (HC) land use designation, "includes office uses, service-oriented and commercial establishments which provide retail and related goods and services to local/sub-regional and regional markets". Where adjacent to residential uses, significant buffering and landscaping is required to minimize negative impacts.



3. **Future Land Use Map:** The proposed change in the land use designation to Highway Commercial will be shown on the revised Future Land Use Map.
4. **Location of Lakes, Floodplains, and Wetlands:** The property does not appear to contain bodies of water or wetlands.
5. **Analysis of Natural Resources:**
  - a. *Soil types:* Astatula Fine Sand, 0-8% slope
  - b. *Presence of Endangered Species:* None known of at this time.
6. **Existing and Future Impact upon Infrastructure Capacity:**
  - a. *Water* – obtained from City – availability confirmed
  - b. *Sewer* – obtained from City – availability confirmed
  - c. *Drainage* – The City adheres to the County's 100-year frequency, 24-hour storm event standard for landlocked basins. Stormwater capture for future development will be addressed on-site and will be reviewed with the site plan application.
  - d. *Solid Waste* – Solid waste services are available for the property.
  - e. *Transportation* – Staff does not have an estimate of future traffic generations as a site plan has not been submitted. Per 2021 Volusia County Traffic Counts, this segment of US 92 has a current Daily LOS of "C", and an Allowable LOS of "E".
  - f. *Fire/Rescue Service* – The City can provide an adequate LOS of Fire/Rescue service.

- g. Police Service* - The City can provide an adequate LOS of Police protection.
7. **Impact upon Recreation and Open Space:** No need for new recreational facilities is anticipated as recreational facilities are not needed for commercial property.
  8. **New Public Facilities Needed to Serve Land Use:** No need for new public facilities is anticipated as services such as water/sewer and public safety are already in place.
  9. **Impact Upon Existing Deficiencies:** As identified in the City's Comprehensive Plan, drainage is the only existing deficiency within the City. Any future development on this site will be required to manage its own stormwater mitigation and minimize any off-site stormwater impacts that the development may create.
  10. **Impact upon Ability of the City to Fund Capital Improvements:** The development should not create an additional impact upon the City's ability to fund the projects listed in the adopted Five-Year Capital Improvement Program as this is not a publicly-funded project.
  11. **Impact upon Adopted Five-Year Schedule in Capital Improvements Element:** The proposed land use amendment will not require revision to the City's adopted Five-Year Capital Improvement Program as this is not a publicly-funded project.
  12. **Compatibility with Existing Zoning Classification:** The existing zoning classification may be amended upon approval of the land use amendment to C-2 (General Commercial) which is compatible with the HC (Highway Commercial) future land use. The zoning request is being reviewed concurrent to the land use amendment.
  13. **Will the proposed land use change impact schools?** The proposed amendment is to HC (Highway Commercial); this will not have an impact on schools as it is not a residential use.
  14. **How does this proposal fit with the guidelines developed for DeLand 2050 and the City's Strategic Plan?**
    - a. Located in the Urban Core/Employment Center Overlay (Category 1) – “retains the existing land use and development pattern in place” – *Consistent* – it is located along US 92 (International Speedway Blvd.) and adjacent to other general commercial uses such as the dental office to the east. Additionally, HC land use is consistent with the city's future land use map where the majority of parcels east and west of the subject property are already designated as HC.
    - b. DeLand 2050 Land Use Guidelines: “...Concentrate development at the core of the city or at **transit-oriented** sites and corridors. The **urban core** is the key area to focus development, maintaining a strong job base and taking advantage of existing infrastructure. Locating higher intensity along select corridors or major centers will encourage transit and lessen traffic congestion.”– *Consistent* – the redevelopment of the subject property would utilize public services that are already in place and available. Additionally, the property is located directly north of a mixture of single-family residential homes as well as apartments known as “Amelia Place” apartments. They are all within walking distance of the subject property.

**F. CONCLUSION:** The facility analysis presented in the above sections suggests the proposed land use should not cause any of the City's facilities to degrade below the adopted or current operational LOS. The proposed land use designation, HC (Highway Commercial), is consistent with the surrounding area, and is



not expected to create any land use incompatibilities. The subject property is situated between two commercial uses and fronts a highway (US 92).

**G. STAFF RECOMMENDATION:** Staff recommends approval of the proposed amendment of the subject property's future land use designation from VC: UMI (VC: Urban Medium Intensity), to City of DeLand's HC (Highway Commercial) land use.

**H. VGMC INFRASTRUCTURE IMPACT ASSESSMENT:**

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

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

1. Schools (population)
2. Transportation
3. Sanitary Sewer
4. Potable Water
5. Recreation
6. Solid Waste
7. Stormwater Drainage

**Impact Analysis Table 4 (Theoretical Max.)**

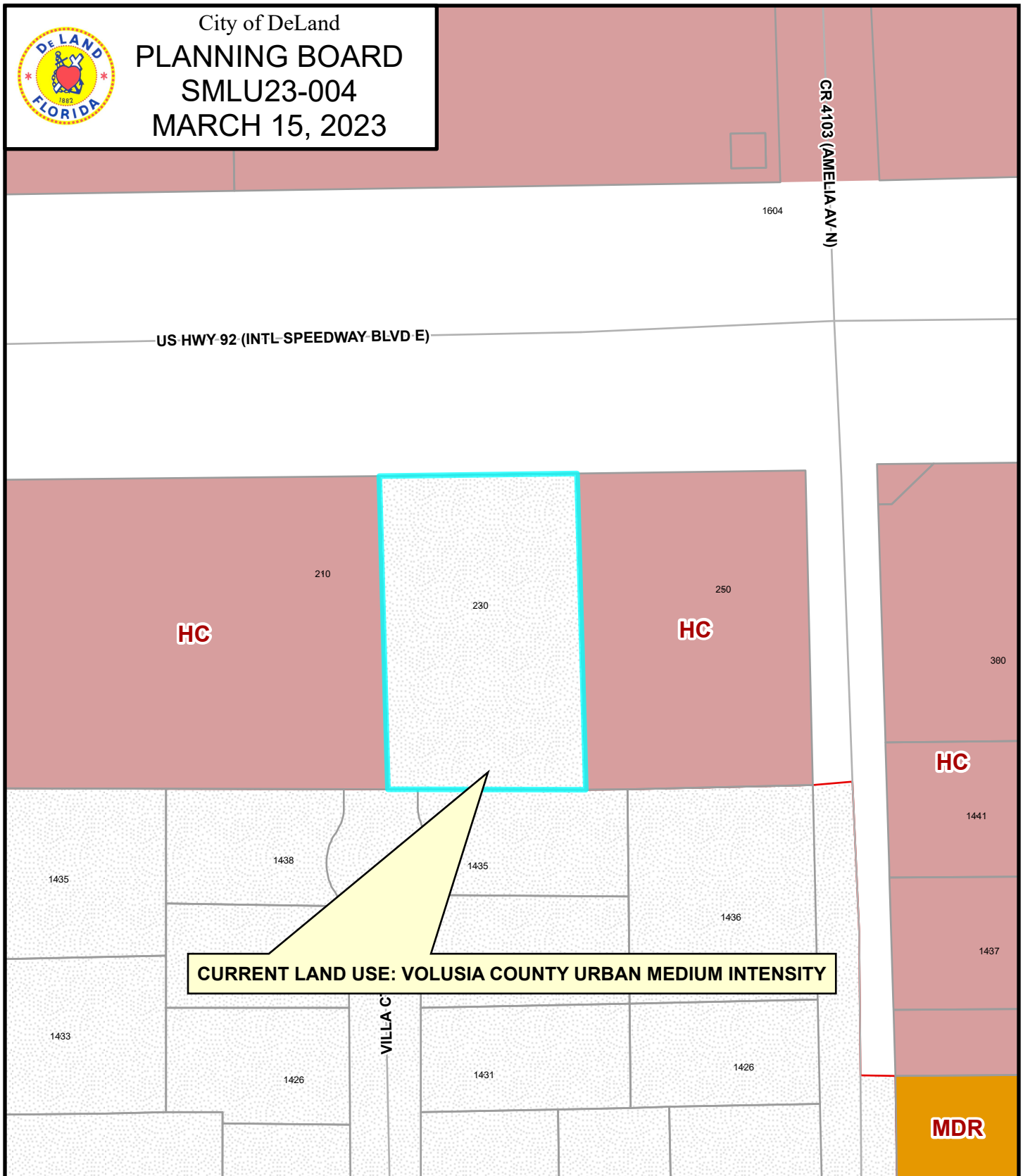
| Development Variable             | EXISTING Future Land Use    | PROPOSED Future Land Use | Net Change         |
|----------------------------------|-----------------------------|--------------------------|--------------------|
|                                  | <i>Theoretical Maximums</i> |                          |                    |
| Permitted Density/Intensity      | 8 du/acre; FAR 0.5          | 16 du/acre; FAR 1.0      | 8 du/acre; 0.5 FAR |
| Dwelling Units                   | 6                           | 12                       | +6                 |
| Non-residential Sq. Ft.          | 16,500 sq. ft.              | 33,100 sq. ft.           | +16,600            |
| 1. Population                    | 14                          | 29                       | +15                |
| 2. PM Peak Hr. Trips/Daily Trips | 109 peak/898 ADT            | 218 peak/1802 ADT        | +109/+904          |
| 3. Sanitary Sewer (gallons/day)  | 1,200/1,650                 | 2,400/3,310              | +1,200/+1,660      |
| 4. Potable Water (gallons/day)   | 1,800/1,650                 | 3,600/3,310              | +1,800/+1,660      |
| 5. Solid Waste (pounds/day)      | 45/165                      | 93/331                   | +48/+166           |
| 6. Stormwater Drainage           | N/A                         | N/A                      | N/A                |
| 7. Recreation/Open Space         | 0.1                         | 0.2                      | +0.1               |

Notes:

1. Population: 2.44 persons per household (per 2020 Census)
2. Transportation: ITE Trip Generation Manual, 11th Edition; Retail < 40ksf (822): 6.59 PM PEAK/1,000 sq. ft.; 54.45 AADT/1,000 sq. ft.
3. Sanitary Sewer: 200 GPD per Equivalent Residential Unit; 0.10 GPD per sq. ft. commercial use
4. Potable Water: 300 GPD per Equivalent Residential Unit; 0.10 GPD per sq. ft. commercial use
5. Solid Waste: 3.21 pounds per person per day; 10 lbs. per 1,000 sq. ft. non-residential development per day
6. Stormwater Drainage: LOS Standard 25-yr, 24-hr event. Drainage system to be designed to meet the req. of the LDC during subdivision or site plan review.
7. Rec. & Open Space: 7 acres/1,000 persons (0.007 acres/person)



City of DeLand  
**PLANNING BOARD**  
**SMLU23-004**  
**MARCH 15, 2023**



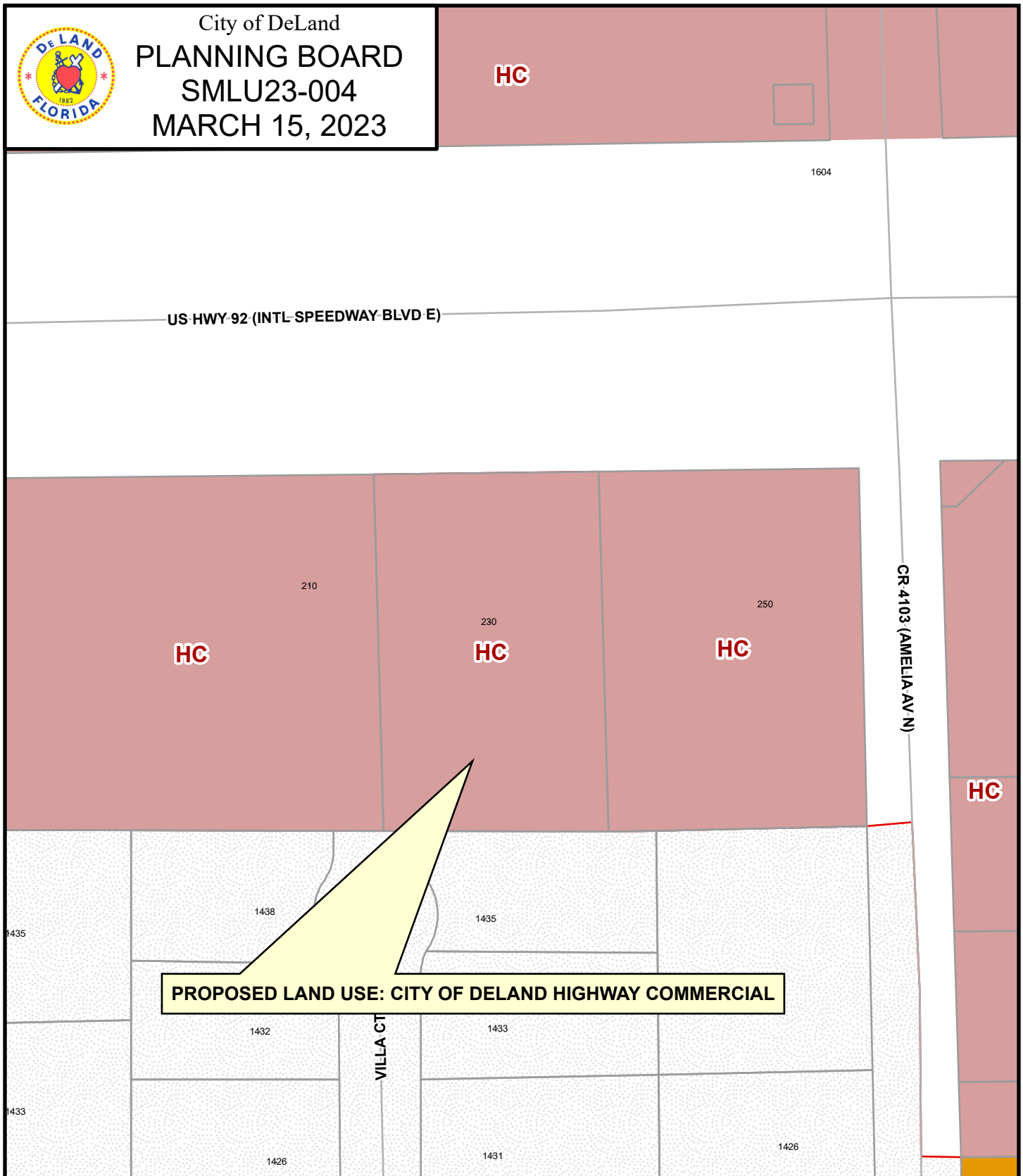
**DeLand Future Land Use:**

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





City of DeLand  
**PLANNING BOARD**  
**SMLU23-004**  
**MARCH 15, 2023**



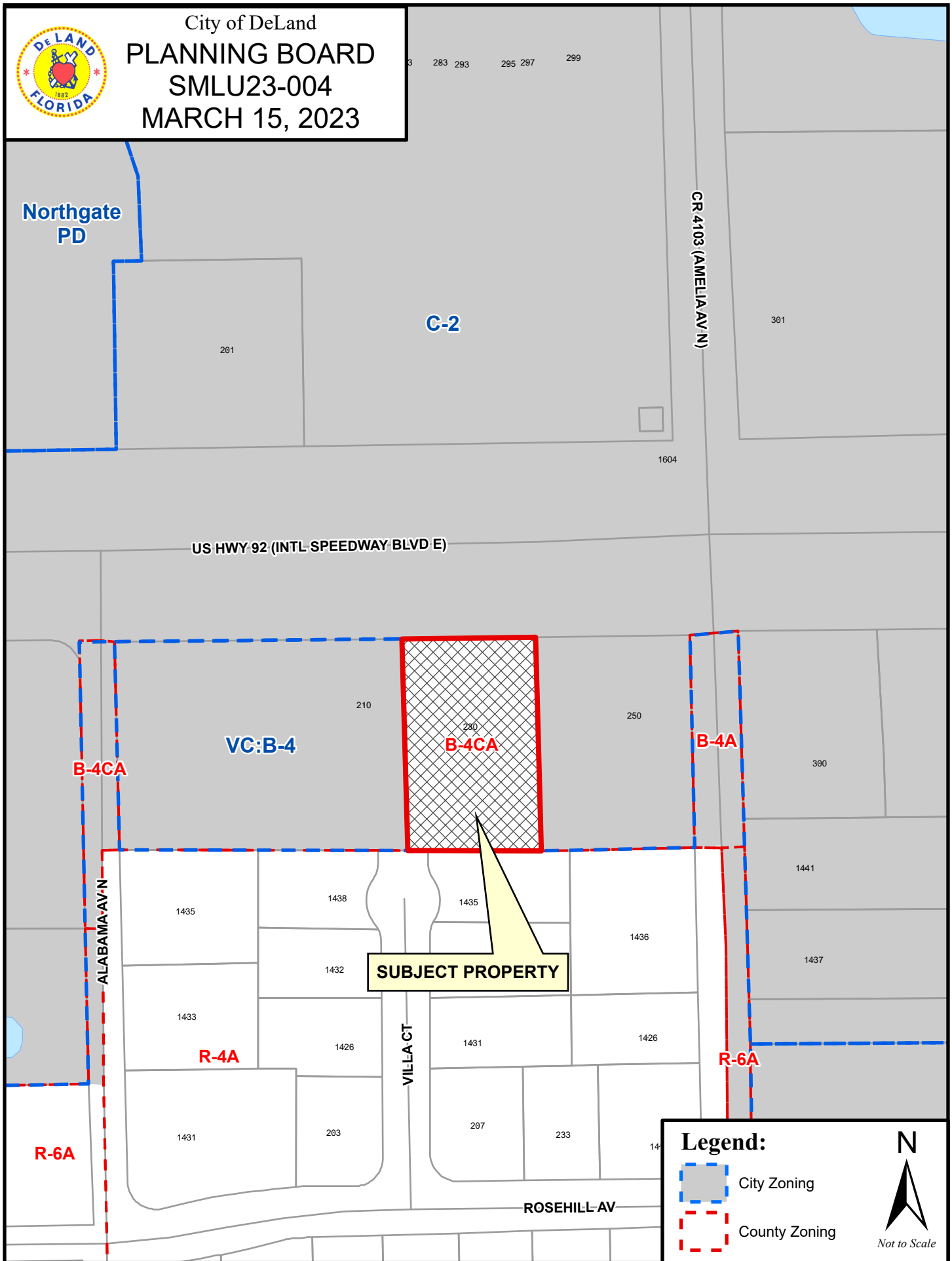
**DeLand Future Land Use:**

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





City of DeLand  
**PLANNING BOARD**  
**SMLU23-004**  
**MARCH 15, 2023**







City of DeLand  
PLANNING BOARD  
SMLU23-004  
MARCH 15, 2023





**CITY OF DELAND**  
**Request for Commission Action**  
**April 17, 2023**

**SUBJECT:** First Reading of Ordinance Changing the Zoning From Volusia County B-4/B-4CA (General Commercial) to City of DeLand C-2 (General Commercial), For Approximately 2.32 Acres of Property Located at 210 and 230 East International Speedway Boulevard.

**DEPARTMENT:** Planning

**PREPARED BY:** Carol Kuhn, Deputy Planning Director

**ATTACHMENTS:** Ordinance, Exhibit A - Legal Description (both parcels), Z23-005 Staff Report, Z23-005 Zoning & Location Map, Z23-005 Aerial Map

**APPROVED BY:** Michael Pleus, City Manager, April 10, 2023

---

**SUMMARY/HIGHLIGHT:**

The applicant, Michael Woods of Cobb Cole, is requesting to amend the zoning designations for property from Volusia County General Commercial (B-4/B-4CA) to City of DeLand General Commercial (C-2). The subject property contains a total of 2.32 acres and is located on the south side of E. International Speedway Blvd., situated between N. Alabama Ave. and N. Amelia Ave., more particularly known as 210 & 230 E. International Speedway Blvd.

The applicant intends to redevelop the subject property with commercial, retail and service-related uses.

At the March 15, 2023 meeting, the Planning Board unanimously recommended approval of the requested rezoning to C-2, General Commercial.

**STRATEGIC PLAN FOCUS AREA/ACTION STEP:**

As outlined in the city's strategic plan under **Strategic Focus Area – Institute Smart Growth Principles** *Strategic Context: to manage growth, the city will need to institute a number of smart growth principles. For reasons of both community identity and governmental efficiency, an annexation strategy is required which will “square off” the city’s boundaries.*

At 230 E. International Speedway Blvd., the building on site was previously used by the “Knights of Columbus” and is no longer in use. At 210 E. International Speedway Blvd., there once existed a used car lot business, but that has also been left vacant.

**The Action Steps** in the strategic plan includes the encouragement of redevelopment and growth that preserves the character of the city. The redevelopment of the parcels shall only include uses that are permitted within the C-2 zoning district, such as retail and service-related uses. All redevelopment must follow the Community Design Standards as outlined in the Land Development Code, thus preserving the character of the city.

**SUSTAINABILITY:**

Amending the zoning designation of this property will allow for redevelopment that is compatible with the underlined future land use, as well as the surrounding area and will enable the city to continue active pursuit of its vision and strategic plan.

**FISCAL IMPACT:**

If approved, the rezoning of the subject property to the city's C-2 (General Commercial) zoning district will allow the applicant to redevelop the property under the city's land development regulations and increase its contribution to the city's tax base.

**RECOMMENDATION:**

It is recommended that the City Commission approve the rezoning of this property, on first reading, from Volusia County – B-4/B-4CA (General Commercial) to City of DeLand – C-2 (General Commercial). The second reading should be delayed until the corresponding land use amendment is adopted.

**BACKGROUND/DISCUSSION:**

Mike Woods, Cobb Cole, represents the developer. An application for annexation (AN23-001) and an application for a future land use amendment (SMLU23-004) were both submitted by the applicant and are being reviewed concurrent to this request. Once annexed into the city, the properties for which the rezoning designation is sought must have a City of DeLand land use and zoning designation that are compatible with each other, the surrounding area and development trend. According to the Future Land Use Map, the E. International Speedway Blvd. corridor, on the north and south side of the boulevard, consists of other Highway Commercial land use for adjacent parcels, and a rezone to the city's C-2 district is a compatible zoning designation under the Highway Commercial (HC) future land use. Additionally, the development trend in the surrounding area, where abutting the boulevard, contains a range of commercial businesses.

**ORDINANCE NO. 2023 -**

**AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM VOLUSIA COUNTY'S B-4/B-4CA, GENERAL COMMERCIAL TO CITY OF DELAND'S C-2, GENERAL COMMERCIAL ON PROPERTIES LOCATED AT 210 AND 230 EAST INTERNATIONAL SPEEDWAY BOULEVARD; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; CONDITIONING FINAL DEVELOPMENT ORDERS ON A DETERMINATION OF CAPACITY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, properties located at 210 and 230 East International Speedway Boulevard and more particularly described in the attached Exhibit "A", are currently zoned as Volusia County's B-4/B-4CA, General Commercial, pursuant to Volusia County's Zoning Ordinances; and

**WHEREAS**, both properties currently have a Land Use Designation of Highway Commercial pursuant to the City of DeLand's Land Use Plan; and

**WHEREAS**, a proper and complete application has been received requesting that the zoning be changed to City of DeLand's C-2, General Commercial,

**WHEREAS**, the C-2, General Commercial zoning designation is consistent with the Comprehensive Plan of the City of DeLand.

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

**Section 1.** The City Commission has held a public hearing on the application for a change of zoning from Volusia County's B-4/B-4CA, General Commercial to City of DeLand's C-2, General Commercial zoning designation, for the following described properties:

**See legal description attached hereto as Exhibit "A"**

**Tax Parcel Identification Nos. 700402020050 and 700402020010**

**Section 2.** The City Commission hereby finds that the C-2, General Commercial zoning designation is consistent with the properties Highway Commercial future land use designation.

**Section 3.** Pursuant to the determination made at public hearing, the City Commission hereby amends the Comprehensive Zoning Map of the City of DeLand and changes the zoning from Volusia County's B-4/B-4CA, General commercial to City of DeLand's C-2, General Commercial zoning designation on the parcels described in Section 1.

**Section 4.** The Planning Director is hereby directed to change the Comprehensive Zoning Map of the City of DeLand to conform with the change of zoning enacted in this Ordinance.

**Section 5.** No rights to obtain final development orders nor any rights to develop the property have been granted or implied by this Ordinance. Final development orders for the



property including, but not limited to building permits and site plan approval shall be subject to a determination of capacity.

**Section 6.** If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

**Section 7.** This Ordinance shall become effective immediately upon its adoption.

**PASSED AND DULY ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Christopher M. Cloudman  
Mayor - Commissioner

**ATTEST:**

\_\_\_\_\_  
Julie A. Hennessy  
City Clerk - Auditor

Passed on first reading:  
Adopted on second reading:

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Darren J. Elkind  
City Attorney

# **"EXHIBIT A"**

## **LEGAL DESCRIPTION**

**7004-02-02-0010 & 7004-02-02-0050**

PARCEL A (7004-02-02-0050):

THE NORTH 234.37 FEET OF BLOCK "B", LYING SOUTH OF U.S. HIGHWAY #92, DEANBURG, A SUBDIVISION IN SECTION 4, TOWNSHIP 17 SOUTH, RANGE 30 EAST, AS RECORDED IN DEED BOOK "P" AT PAGE 530 IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPT THE EAST 302.00 FEET THEREOF, AND RESERVING THE NORTH 50 FEET THEREOF FOR A PUBLIC ROAD RIGHT OF WAY.

THE ABOVE DESCRIBED PROPERTY ALSO BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF ALABAMA AVENUE WITH THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY #92 AND RUN S 89°19'35" E, ALONG THE SAID RIGHT OF WAY LINE OF U.S. HIGHWAY #92, A DISTANCE OF 309.80 FEET; THENCE RUN S 00°03'58" E, A DISTANCE OF 234.37 FEET; THENCE N 89°19'35" W, A DISTANCE OF 310.07 FEET; THENCE RUN NORTH ALONG THE EAST RIGHT OF WAY LINE OF ALABAMA AVENUE A DISTANCE OF 234.37 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.56 ACRES, MORE OR LESS.

TOGETHER WITH:

7004-02-02-0010:

PARCEL 1:

THE WEST 100 FEET OF THE EAST 260 FEET OF THE NORTH 234.37 FEET OF THE SOUTH 313.38 FEET OF BLOCK B, DEANBURG, A SUBDIVISION IN SECTION 4, TOWNSHIP 17 SOUTH, RANGE 30 EAST, AS RECORDED IN DEED BOOK P, PAGE 530, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LESS AND PORTION LYING IN THE ROAD RIGHT OF WAY.

PARCEL 2:

THE WEST 42 FEET OF THE EAST 302 FEET OF THE NORTH 234.37 FEET OF THE SOUTH 313.38 FEET OF BLOCK B, DEANBURG, A SUBDIVISION IN SECTION 4, TOWNSHIP 17 SOUTH, RANGE 30 EAST, AS RECORDED IN DEED BOOK P, PAGE 530, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LESS AND PORTION LYING IN THE ROAD RIGHT OF WAY.

CONTAINS .76 ACRES, MORE OR LESS.

**PLANNING DEPARTMENT STAFF REPORT  
TO  
PLANNING BOARD**

**March 15, 2023**

**A. APPLICATION NO.:** Z23-005

**APPLICANT:** Michael Woods, Cobb Cole

**REQUEST:** Rezone from County B-4/B-4CA (General Commercial), to City of DeLand C-2 (General Commercial)

**APPLICABLE REGULATIONS:**

Article IV OVERLAY AND FLOATING ZONES

Sec. 33-32 – Planned Development District.

Article XII ADMINISTRATION AND ENFORCEMENT

Sec. 33-135 – Procedure for text amendments & rezoning.

**B. SITE FACTORS:**

Location: 210 & 230 E. International Speedway Blvd.

Parcel ID: 700402020050; 700402020010

Parcel Size: ±2.32 acres

Land Use: HC, Highway Commercial

Existing Zoning: Volusia County B-4/B-4CA

Existing Use: “Knights of Columbus”, vacant

|               | <b>SURROUNDING LAND USE:</b>        | <b>SURROUNDING ZONING:</b>             |
|---------------|-------------------------------------|----------------------------------------|
| <b>North:</b> | HC (Highway Commercial)             | C-2 (General Commercial)               |
| <b>South:</b> | VC: UMI (VC Urban Medium Intensity) | VC: R-4A (VC: Urban Single Family)     |
| <b>East:</b>  | HC (Highway Commercial)             | VC: B-4/B-4CA (VC: General Commercial) |
| <b>West:</b>  | HC (Highway Commercial)             | C-2 (General Commercial)               |

### C. ANALYSIS:

The subject property consists of 210 & 230 E. International Speedway Blvd. and totals 2.32 acres in size. Concurrent to this zoning application, the applicant submitted a request to annex part of the property located at 230 E. International Speedway Blvd. (AN23-003) (0.76 acres out of the entire 2.32 acre site), as well as a request for a future land use amendment (SMLU23-004). The property is sandwiched in between two properties already within the city limits of DeLand. The applicant is proposing the future land use designation be amended to City HC, Highway Commercial, the same as the property to the west and east, and compatible with the requested C-2 zoning district. Currently, the property is vacant, but was previously the location of the “Knights of Columbus” club and is currently zoned for commercial uses (B-4).

The applicant intends on redeveloping the subject property under the proposed C-2 zoning district with uses such as restaurant and retail, all of which are compatible with the proposed C-2 zoning district. Prior to development of any kind, an approved site plan is required.



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

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

The development is consistent with the Comprehensive Plan with an underlying land use designation of HC, Highway Commercial; the HC designation accommodates a full range of sales and service activities such as the proposed plan. Additionally, to both the east and west of the subject property is HC land use.

The proposed development program is consistent with uses that align with the C-2 zoning designation and maintains the same general character of the surrounding area.

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

The rezoning of this property should not impact any environment or natural resources. It is considered a redevelopment property, as it was previously developed and contains existing structures. Said structure is currently vacant.

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

Subsequent commercial development of the currently vacant, unoccupied property will increase the taxable value of the subject property and allow it to be developed in a way that will match the character of the surrounding property.

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

The proposed use of the property is anticipated to have little to no impact on governmental services, as existing services, such as police and fire, are already available.

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

The subject property is located on one of the city's main entryways into the city and lies within the Emerging Area Gateway Overlay District. According to section 33-36 of the land development code, the purpose of the gateway overlay districts is to:

- *Ensure that the main streets and entryways to the City of DeLand are developed into well-landscaped, scenic gateways;*
- *Provides uniform design standards to promote high quality new development;*
- *Promote redevelopment and adaptive reuse of existing properties in a manner consistent with the historic character of the city;*

- *Prevent visual pollution caused by unplanned and uncoordinated uses, buildings and structures;*
- *Utilize natural and transplanted trees to shade and soften the appearance of nonresidential parking areas; and*
- *Maximize pedestrian access and safety.*

When developed, the property will be held to the gateway overlay standards, therefore meeting the intent of said section of the code.

**6. Was there a mistake in the original classification?**

There was no known mistake.

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

The subject property lies on a main thoroughfare that is already commercial in nature. The C-2 zoning request is appropriate for its location is supported by both the underlined land use of Highway Commercial, the 2050 Vision, as well as the city's Future Land Use Map.

When developed, all applicable development regulations will apply, including the Emerging Gateway Overlay standards, as previously discussed, as well as architectural standards stated in Sec. 33-94, Community Design Standards. This will add value to the affected area.

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

It is not anticipated that there will be any adverse impacts upon public health, safety or welfare as a result of this zoning change, and this rezoning would make the property consistent with the surrounding Highway Commercial land uses.

**D. CONCLUSION:**

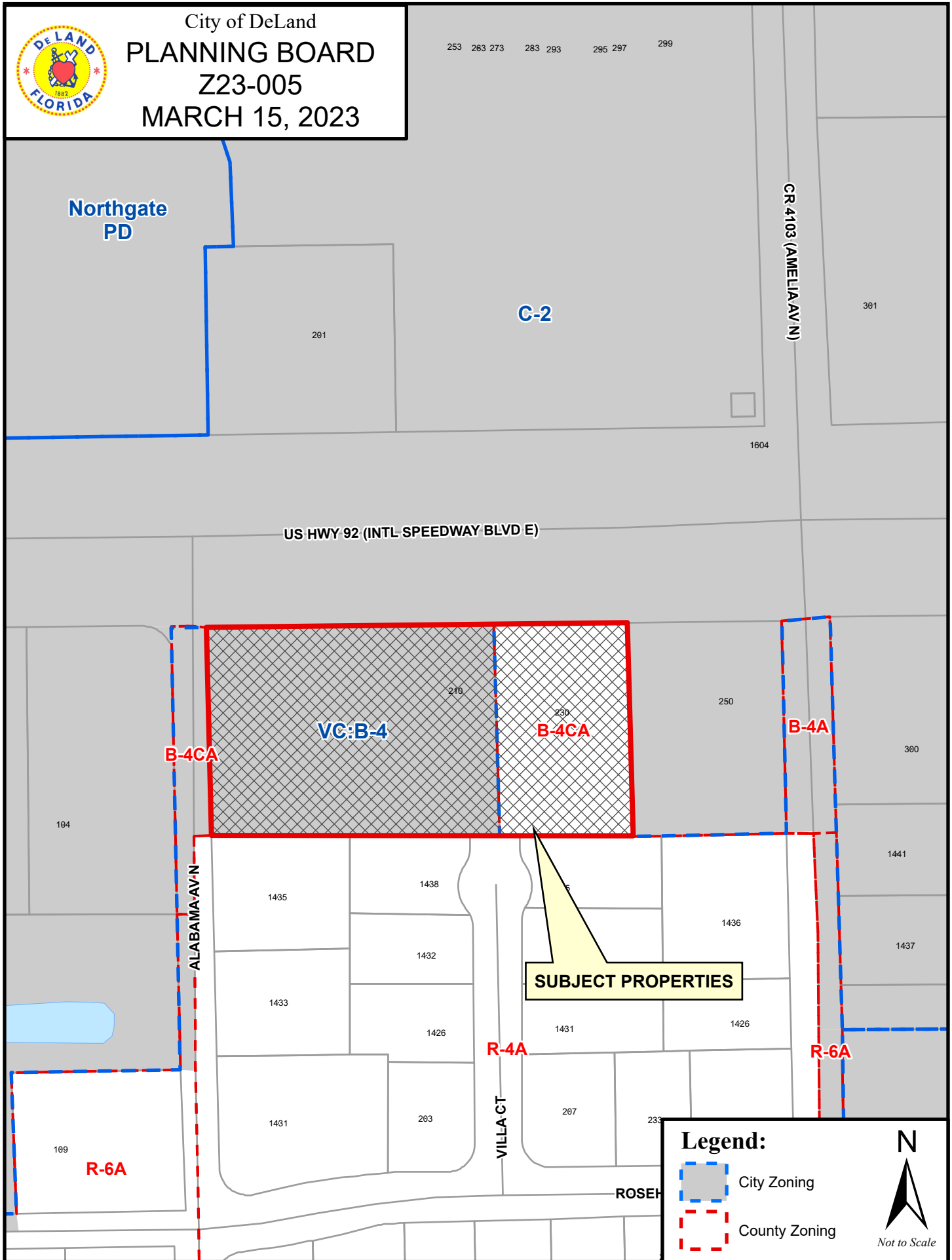
The Applicant is proposing to rezone the subject property to the C-2 zoning district which is compatible with the HC (Highway Commercial) future land use designation, as well as the existing characteristics of the area.

**E. STAFF RECOMMENDATION:**

Staff recommends that the Planning Board forward the application to the City Commission with a recommendation of approval of zoning change from VC B-4/B-4CA (General Commercial), to City of DeLand C-2 (General Commercial).



City of DeLand  
**PLANNING BOARD**  
Z23-005  
MARCH 15, 2023







City of DeLand  
PLANNING BOARD  
Z23-005  
MARCH 15, 2023





**CITY OF DELAND**  
**Request for Commission Action**  
**April 17, 2023**

**SUBJECT:** Resolution Approving Final Plat for the Woodland Crossings Subdivision Located at the West Side of Woodland Boulevard, North of Violetwood Road-Replat of Lot 2.

**DEPARTMENT:** Planning

**PREPARED BY:** Carol Kuhn, Deputy Planning Director

**ATTACHMENTS:** Resolution, Final Plat of Woodland Crossings Replat of Lot 2

**APPROVED BY:** Michael Pleus, City Manager, April 10, 2023

---

**SUMMARY/HIGHLIGHT:**

The applicant, Mr. George Rendon, for owner Express Car Wash of Florida, LLC, is seeking approval of a replat of Lot 2 of the Woodland Crossings Subdivision. The subject property contains 1.10 acres of property and is located on the west side of Woodland Blvd., north of Violetwood Rd., across from Walmart and the Florida Credit Union bank.

**STRATEGIC PLAN FOCUS AREA/ACTION STEP:**

N/A

**SUSTAINABILITY:**

N/A

**FISCAL IMPACT:**

There should be minimal impact since the utilities have already been installed and the surrounding development is currently being served by city services.

**RECOMMENDATION:**

It is recommended that the City Commission approve the final plat for the Replat of Lot 2 of Woodland Crossings.

**BACKGROUND/DISCUSSION:**

The subject property is one of four lots that make up the Woodland Crossings subdivision and is part of the Woodland Crossings PD. The PD was originally approved in July of 2006. The PD was recently amended on July 18, 2022. The reason for the amendment was to add automobile service stations as a permitted use on Lot 2 of the Woodland Crossings PD.

The applicant, George Rendon, Civilogistix engineering firm, seeks to develop the subject property as the location for a car wash business. The applicant submitted a site plan for the construction of a new car wash on Lot 2. The site plan was approved for construction, pending the approval of the replat request.

The original Woodland Crossings plat includes a variety of easement types, including platted tree protection

areas (TPA) that are depicted on all four lots. Because the TPA is recorded and depicted on the plat, the configuration of the TPA area cannot be altered in any way. When creating the site plan for the car wash on Lot 2, the configuration of the TPA on Lot 2 greatly impacted the developability of the lot. But in order to change any easements that are depicted on a recorded plat, a *replat* of the property, in all or in part, is needed.

Plats are governed by the Florida Statutes, and according to F.S. 177.101(2), “...the governing body of a local government, which encompasses lands embraced in all or part of a prior plat filed of public record shall, upon recordation of the replat, automatically and simultaneously vacate and annul all of the prior plat encompassed by the replat.” This means that once the replat of Lot 2 is recorded, all easements that are depicted on, and/or recorded by, the original plat, will be vacated – for Lot 2 only.

With this replat, the TPA is reconfigured to better accommodate future development of Lot 2. Additionally, staff has reviewed the square footage of the TPA on Lots 1-3 of the original plat, as well as the reconfigured TPA of the replatted Lot 2, to ensure that all four lots meet the minimum code required 15% TPA, individually.

At their November 17, 2022 meeting, the Technical Review Committee provided the applicant with comments and recommended conditional approval and to forward the application to the City Commission, upon receipt of revised plans.

The applicant has since addressed all of staff comments and made the corrections requested from the City Attorney and Surveyor. The updated plat is attached.

**RESOLUTION NO. 2023 –**

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,  
APPROVING THE FINAL SUBDIVISION PLAT FOR WOODLAND  
CROSSINGS REPLAT OF LOT 2, LOCATED ON THE WEST SIDE OF  
WOODLAND BOULEVARD, NORTH OF VIOLETWOOD ROAD; AND  
PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the applicant, George Rendon, on behalf of the owner, Express Car Wash of Florida, LLC, 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 Woodland Crossings Replat of Lot 2, located on the west side of Woodland Boulevard, north of Violetwood Road; and

**WHEREAS**, the applicant intends to develop the subject property as the location for a carwash business on approximately 1.10 acres of property; and

**WHEREAS**, on November 17, 2022, the Technical Review Committee (TRC) recommended conditional approval of the final subdivision plat for Woodland Crossings Replat of Lot 2, subject to addressing staff comments; and

**WHEREAS**, staff determined that all comments have been addressed and recommended approval of the final subdivision plat for Woodland Crossings Replat of Lot 2.

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

**Section 1.** The City Commission hereby approves the final subdivision plat for Woodland Crossings Replat of Lot 2, located on the west side of Woodland Boulevard, north of Violetwood Road.

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

**PASSED AND DULY ADOPTED** this 17<sup>th</sup> 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

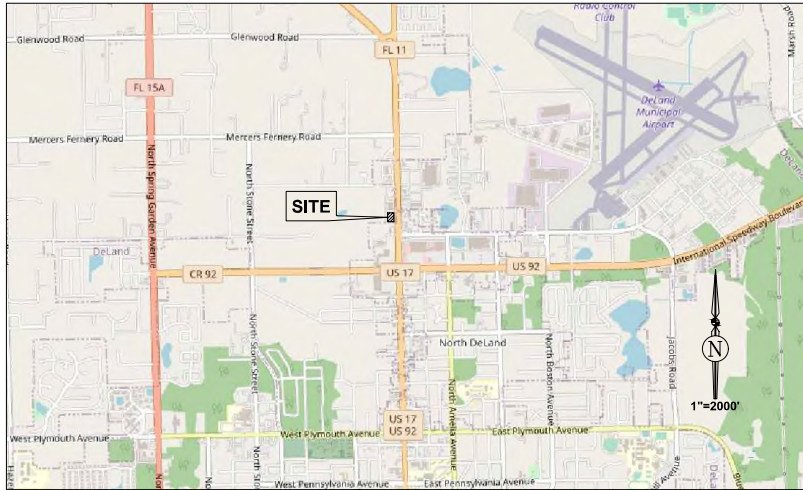
# LOT 2 REPLAT, WOODLAND CROSSINGS

A REPLAT OF LOT 2, WOODLAND CROSSINGS  
MAP BOOK 55, PAGES 112-116,  
PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA  
IN SECTION 33, TOWNSHIP 16 SOUTH, RANGE 30 EAST,  
CITY OF DELAND, VOLUSIA COUNTY, FLORIDA

## LEGAL DESCRIPTION - PER TITLE COMMITMENT

LOT 2, WOODLAND CROSSINGS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 55, PAGE(S) 112,  
OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

## VICINITY MAP



## NOTES

- BEARINGS ARE BASED ON THE WEST RIGHT OF WAY LINE OF NORTH WOODLAND BOULEVARD, BEING S00°00'31"E, PER MAP BOOK 55, PAGES 112 THRU 116, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- THE ENTIRE PROPERTY IS WITHIN AN AREA OF MINIMAL FLOOD HAZARD "ZONE X" ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY UNPRINTED FLOOD INSURANCE RATE MAP PANEL 12127C0460H & 12127C0470H (DATED 02/19/2014).
- ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND BASED ON MULTIPLE GPS OBSERVATIONS REFERENCE THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK (FPRN).
- THE ERROR OF CLOSURE OF THIS PLAT DOES NOT EXCEED 1:10,000.
- ALL PERMANENT REFERENCE MONUMENTS, PERMANENT CONTROL POINTS AND LOT CORNERS WILL BE SET PER FLORIDA STATUTE 177 PART 1 PLATTING.
- THIS REPLAT IS BASED ON A BOUNDARY SURVEY COMPLETED ON FEBRUARY 1, 2023.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION 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 SUBJECT PARCEL AND ALL PRIVATE EASEMENTS SHOWN ON THIS REPLAT ARE SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED IN THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS, AS RECORDED IN OFFICIAL RECORDS BOOK 6289, PAGE 329 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AS MAY BE HEREAFTER AMENDED IN ACCORDANCE WITH ITS TERMS AND BY THIS REPLAT.
- TRACT "B", (PUBLIC UTILITY TRACT), IS DEDICATED TO THE CITY OF DELAND BY MAP BOOK 55, PAGES 112-116, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND IS NOT PART OF THIS REPLAT.
- REPRODUCED COPIES THAT ARE NOT AT 24"x36" MAY NOT BE TO SCALE.
- THE SUBJECT PARCEL ZONING CLASSIFICATION IS COMMERCIAL.
- THE PROPERTY IS ENCUMBERED BY THE PROGRESS ENERGY DISTRIBUTION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 6163, PAGE 3193. THIS EASEMENT IS "BLANKET" IN NATURE AND CAN NOT BE DEPICTED ON THIS REPLAT.
- THIS REPLAT IS COMPRISED OF 2 SHEETS, AND IS MEANT TO BE USED AS A SET, NO ONE SHEET IS VALID BY ITSELF. SHEET 1 IS A VICINITY MAP, LEGAL DESCRIPTION, AND NOTES. SHEET 2 IS THE SITE PLAN MAP.
- THE PURPOSE OF THIS REPLAT IS TO REVISE THE TREE PROTECTION EASEMENT TO ACCOMMODATE A NEW BUILDING DESIGN, AND TO SHOW THE LANDSCAPE BUFFER, NO OTHER EASEMENTS OR PROPERTY IS BEING ALTERED BY THIS REPLAT.
- THE SUBJECT PARCEL IS SUBJECT TO A 10' WIDE EASEMENT CENTERED ON ANY PROGRESS ENERGY UTILITIES PER ORB 6163, PG 3193, UNTIL SUCH TIME THAT THE EASEMENT IS OFFICIALLY VACATED.

## 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.

## Map Book , Page Sheet One of Two

### Owner's Certification and Dedication:

KNOW ALL MEN BY THESE PRESENTS, THAT EXPRESS CAR WASH OF FLORIDA, LLC ("OWNER"), A FOREIGN (DELAWARE) LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED HEREON AS THE PLAT ENTITLED "LOT 2 REPLAT, WOODLAND CROSSINGS", LOCATED IN THE CITY OF DELAND, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND DEDICATES THE PUBLIC UTILITY EASEMENT AND THE PUBLIC UTILITY TRACT SHOWN HEREON TO THE PERPETUAL USE OF THE PUBLIC.

EXPRESS CAR WASH OF FLORIDA, LLC

WITNESS BY:

WITNESS BY: RAYMOND UNDERWOOD III  
PRINT NAME EXECUTIVE VICE PRESIDENT

### Acknowledgment:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION THIS DAY OF 2023 BY RAYMOND UNDERWOOD III, AS AUTHORIZED MEMBER OF EXPRESS CAR WASH OF FLORIDA, LLC, ON BEHALF OF THE COMPANY. SAID PERSON IS PERSONALLY KNOWN TO ME OR HAS PRODUCED AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

### Certificate of Surveyor:

THE UNDERSIGNED BEING A LICENSED AND REGISTERED LAND SURVEYOR, DOES HEREBY CERTIFY THAT ON HE COMPLETED THE SURVEYING OF THE LANDS AS SHOWN IN THE ACCOMPANYING PLAT THAT SAID PLAT IS A CORRECT REPRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED, THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON AND COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; AND THAT SAID LAND IS LOCATED IN VOLUSIA COUNTY, FLORIDA.

TROY V. WRIGHT, P.S.M. JEROME PROFESSIONAL GROUP, INC.  
PROFESSIONAL SURVEYOR & MAPPER 3530 N.W. 43rd STREET  
FLORIDA CERTIFICATE NO. 7210 GAINESVILLE, FLORIDA 32608  
DATE: \_\_\_\_\_  
CERTIFICATE OF AUTHORIZATION NO. 8031

### Certificate of City Surveyor:

I HEREBY CERTIFY, THAT I HAVE REVIEWED THE FOREGOING PLAT AND FIND IT IS IN CONFORMITY WITH CHAPTER 177, PART 1, FLORIDA STATUTES.

REVIEWING FOR THE CITY OF DELAND

NAME (PRINT) LICENSE # DATE

### Certificate of Clerk:

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND IT COMES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND WAS FILED FOR RECORD.

EXAMINED ON: \_\_\_\_\_

FILE NO. \_\_\_\_\_

CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA \_\_\_\_\_

### Certificate of Approval by the City Commission:

THE DELAND CITY COMMISSION DOES HEREBY APPROVE THE FINAL PLAT OF LOT 2 REPLAT, WOODLAND CROSSINGS.

CHRISTOPHER M. CLOUDMAN, MAYOR, CITY OF DELAND

DATE

### Certificate of Approval of the Design and Installation of Streets, Utilities and Other Required Improvements:

I HEREBY CERTIFY THAT ALL STREETS, UTILITIES AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO CITY SPECIFICATIONS AND STANDARDS AND ALL APPLICABLE REGULATIONS IN THE REPLAT OF LOT 2 OF WOODLAND CROSSINGS, OR THAT A GUARANTEE OF THE INSTALLATION OF THE REQUIRED IMPROVEMENTS IN A MANNER ACCORDING TO SECTION 33-147 OF THE CITY CODE HAS BEEN RECEIVED.

CITY ENGINEER

DATE

## SUBDIVIDER

EXPRESS CAR WASH OF FLORIDA, LLC  
3801 PGA BOULEVARD  
SUITE 600  
PALM BEACH GARDENS, FL 33410

PLAT DATED 2/21/2023 JBPRO # 8031

**JBPro**  
CIVIL ENGINEERING | LAND PLANNING  
SURVEYING | CONSTRUCTION SERVICES  
3530 NW 43rd Street | Gainesville, FL  
4430 US-1 S, Suite 118 | Augustine, FL  
1826 Oxbottom Lane | Tallahassee, FL  
Toll Free: (844) Go-JBPro

**A REPLAT OF LOT 2, WOODLAND CROSSINGS  
MAP BOOK 55, PAGES 112-116,  
PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA  
IN SECTION 33, TOWNSHIP 16 SOUTH, RANGE 30 EAST,  
CITY OF DELAND, VOLUSIA COUNTY, FLORIDA**

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.

AC = ACRES  
B.S.L. = BUILDING SETBACK LINE  
ID = IDENTIFICATION  
JBPRO = JBROWN PROFESSIONAL GROUP  
L = ARC LENGTH  
LP = LIMITED PARTNERSHIP  
M.B. = MAP BOOK  
PCP = PERMANENT CONTROL POINT  
P.E. = PROFESSIONAL ENGINEER  
PRM = PERMANENT REFERENCE  
MONUMENT  
P.S.M. = PROFESSIONAL SURVEYOR &  
MAPPER  
PG. = PAGE  
P.U.E. = PUBLIC UTILITY EASEMENT  
SAW = SIDEWALK  
UTIL.S = UTILITIES



**JBPro**  
CIVIL ENGINEERING | LAND PLANNING  
SURVEYING | CONSTRUCTION SERVICES  
3530 NW 43rd Street | Gainesville, FL  
4420 US-1 S, Suite 1 | St. Augustine, FL  
1826 Ox Bottom Lane | Tallahassee, FL  
Toll Free: (844) Go-JBPro