



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
MAY 1, 2023 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Associate Pastor Mike Carroll, First Assembly DeLand Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. City of DeLand Super Star Students of the Month.
2. Proclamation, National Historic Preservation Month.
3. Proclamation, Municipal Clerks Week.
4. Certificates of Completion-Employee Development and Mentoring Program: Kaitlyn Fischetti, Darrius Curry, Lee Holler, Alberto Cirelli, Bobby Wu, Kristian Logan, Tasheldon Starke, Jessica Gonzalez.
5. Employee Years of Service Award.

CONSENT AGENDA

1. Resolution Approving FY 2022-2023 Budget Amendment.

Presentation of a budget amendment for FY 2022/2023.

2. Resolution Approving Sole Source Purchase, Lighting for Skate Park.

The lights at the Skate Park have failed and need to be replaced. They became a safety issue as one of the light brackets came loose from the pole that had rotted over time. The park is currently without lights. The Skate Park has significant use and stays open until 9pm 7 days a week. The lights will be replaced with metal poles and LED lights, of which will provide energy savings and will also increase the life span of the lights and poles. Due to Musco Lighting having provided all the lights for our entire facilities, I would request that we continue using Musco as they have provided excellent service and a Control Link System that would be consistent with all our lights in other facilities.

3. Consideration re Recognition of “Right of First Refusal” between Structural Repair Specialists LLC. and the City of DeLand.

Staff recommends approval of the “Right of first refusal” agreement between Structural Repair Specialists LLC. and the City of DeLand and authorizes the Mayor's Commissioner to execute the “Right of first refusal” agreement.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

OLD BUSINESS

1. Second Reading of Ordinance No. 2023-06, Annexing 3.12 Acres of Property Located at 309 West Taylor Road.

It is recommended that the City Commission approve the annexation of the subject property into the city limits on second reading.

2. Second Reading of Ordinance No. 2023-07, Changing the Land Use of 3.023 Acres of Property, from Volusia County's Urban Medium Intensity to City of DeLand Highway Commercial, Located at 309 West Taylor Road.

Land Use amendment application to change the future land use category from Volusia County Urban Medium Intensity (UMI) designation to City of DeLand Highway Commercial (HC) designation on +/- 3.023-acres at the northwest quadrant of Taylor Road (SR 15A)/S. Clara Avenue intersection.

3. Second Reading of Ordinance No. 2023-08, Changing the Zoning for 3.023 Acres of Property, Located at 309 West Taylor Road, from Volusia County Commercial (B-4) and Urban Single-Family Residential (R-4) to City of DeLand General Commercial (C-2).

Zoning amendment application to change the current zoning classification from Volusia County Commercial (B-4) and Urban Single-Family Residential (R-4) to City of DeLand General Commercial (C-2) on approximately 3.023-acres at the northwest quadrant of Taylor Road (SR 15A) and South Clara Avenue intersection.

4. Second Reading of Ordinance No. 2023-09, Annexing 1.135 Acres of Property, Located Northwest of East New Hampshire Avenue and South Garfield Avenue.

This is a request for annexation of 1.135 acres of property owned by the City of DeLand for future expansion of the Wastewater Treatment Plant.

NEW BUSINESS

1. Consideration re Increase in Approved Caterers at the Sanborn Center.

Staff recommends that the City Commission approve the recommended changes to the RFP for Sanborn Event Center Catering Services and authorize the release of the RFP. Additionally, staff is requesting the Commission appoint one member to the Selection Committee.

2. Resolution Approving First Amendment to Contract for Construction Management/General Contracting Construction Phase Services for the City of DeLand Utilities Administration Building.

Staff recommends that the City Commission approve the PSD 2023 Campus Improvements-CMAR Construction Phase Contract for the Utility Administration Building in the amount of \$16,634,710.00.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

1. Announcement of Board Vacancies

CITY COMMISSION

ADJOURNMENT

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

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

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

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

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

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

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

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

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



TO: Julia Hewitt, Deputy City Clerk

FROM: Teri Byrnes, Executive Assistant to the City Manager

DATE: April 19, 2023

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

For the May 1, 2023 agenda, the City of DeLand Super Star Student of the Month recognizes:

Blue Lake Elementary: Zamarie Starke

Citrus Grove Elementary: Ibnat Intiha

DeLand High School: Madeline Jackson

DeLand Middle School: Aidan Self

DeLand Preparatory Academy: no submission

Freedom Elementary: Harlow Criche

George Marks Elementary: Anna Quarberg

Southwestern Middle School: Jeiden Pujols-Espinal

St. Barnabas: no submission

St. Peter's Catholic School: Josie Guadarrama

Starke Elementary: Emily Ochoa

Stetson Baptist: no submission

TOP Academy: no submission

Woodward Avenue: Maci Knox



The CITY OF DELAND

Volusia County, Florida

Proclamation

Whereas, Preservation Month began as National Preservation Week in 1973 and in 2005 the National Trust extended the celebration to the entire month of May and declared it Preservation Month to provide an even greater opportunity to celebrate the diverse and unique heritage of our country's cities and states; and

Whereas, the first Presidential preservation proclamation stated "As the pace of change accelerates in the world around us, Americans more than ever need a lively awareness of our roots and origins in the past on which to base our sense of identity in the present and our directions for the future"; and

Whereas, DeLand is known for its wonderful historic resources and looks to maintain them into the future so that new generations are able to enjoy them and touch the past; and

Whereas, DeLand continues to discover and celebrate the city's diverse cultural heritage found in irreplaceable places that hold the stories of all its residents, and recognizes that its residents are willing to participate with the city in the preservation of our combined historic resources; and

Whereas, the Florida Trust for Historic Preservation promotes the preservation and the inclusive sharing of the diverse architectural, historical and archaeological heritage of Florida and benefits historic communities like DeLand through advocacy, connection, education, and stewardship.

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

National Historic Preservation Month

in the City of DeLand and urge all citizens of DeLand to join their fellow citizens in recognizing and participating in this special observance.

Done and proclaimed this 1st day of May 2023.

Christopher M. Cloudman, Mayor

Attest:

Julie A. Hennessy, City Clerk – Auditor



The CITY OF DELAND

Volusia County, Florida

Proclamation

Municipal Clerks Week

April 30 - May 6, 2023

Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk,

Now, therefore, I, Christopher M. Cloudman, Mayor of the City of DeLand, do hereby recognize the week of April 30 through May 6, 2023, as Municipal Clerks Week, and further extend appreciation to our City Clerk, Julie Hennessy and Deputy City Clerk, Julia Hewitt and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Done and proclaimed this 1st day of May 2023.


Christopher M. Cloudman, Mayor

Attest

Julie A. Hennessy, City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
May 1, 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 25, 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	\$137,177
Water & Sewer Fund	\$319,202
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 significant budget amendments include increasing the budget for the Utility Administration Building by \$6,915,000 in the Water and Sewer Fund, increasing the grant funding in the Wastewater Trust Fund and increasing the budget for carpet replacement in the Permits and Inspections Fund. Also included in the budget amendment are corrections to hardware/software allocations between the Water and Sewer Fund and the Permits and Inspections Fund.

RESOLUTION NO. 2023 -

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

WHEREAS, it is necessary to amend the budget for the City of DeLand for fiscal year 2022-2023; and

WHEREAS, the City Commission is vested by the Charter of the City of DeLand with the authority to amend the budget.

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

Section 1. The budget of the City of DeLand for fiscal year 2022-2023 is amended in the following manner:

GENERAL FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		48,494,469	31,890	0	48,526,359
	Other Sources Revenue				
001-0000-366-000	DONATIONS FROM PRIVATE SOURCES	17,000	4,000	0	21,000
001-0000-380-000	USE OF RESERVES	4,210,115	27,890	0	4,238,005
EXPENDITURES		48,494,469	47,755	15,865	48,526,359
	Fire				
001-1222-552-100	OPERATING SUPPLIES	137,502	15,678	0	153,180
001-1222-555-100	TRAINING	99,500	0	15,678	83,822
	Police				
001-1226-549-100	OTHER OBLIGATIONS	61,270	15,865	0	77,135
	Chisholm Center				
001-1410-552-100	OPERATING SUPPLIES	24,970	4,000	0	28,970
	Transfers				
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	3,979,011	27,890	0	4,006,901
	Contingency				
001-9990-999-100	CONTINGENCY	153,042	0	15,865	137,177

CAPITAL FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		9,547,235	27,890	0	9,575,125
	Other Sources Revenue				
300-9999-381-001	TRANSFER FROM GENERAL FUND	3,979,011	27,890	0	4,006,901

CAPITAL FUND (Continued)

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
EXPENDITURES		9,547,235	28,684	794	9,575,125
	Fire				
300-1222-662-000-FR2201	FIRE STATION #81 RESERVE GARAGE	272,715	431	0	273,146
	Police				
300-1226-664-000-PD2304	CHEVROLET TAHOE - SENIOR COMMAND #2	47,550	363	0	47,913
300-1226-664-000-PD2307	CHEVROLET TAHOE - SENIOR COMMAND #5	38,343	0	794	37,549
	Streets				
300-1302-664-000-PW2309	REPLACE LOWBOY TRAILER 132130T	119,893	7,890	0	127,783
	Parks				
300-1403-663-000-PR2220	SKATE PARK LED LIGHTS	46,000	20,000	0	66,000

WATER & SEWER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		89,627,510	5,027,209	0	94,654,719
	Other Sources Revenue				
401-0000-380-000	USE OF RESERVES	0	5,027,209	0	5,027,209
EXPENDITURES		89,627,510	7,938,796	2,911,587	94,654,719
	Utilities Administration				
401-4201-552-000	HARDWARE/SOFTWARE	266,349	0	79,920	186,429
401-4201-662-000-UT2201	UTILITIES ADMIN BUILDING CONSTRUCTION	10,082,975	6,915,000	0	16,997,975
	Transfers				
401-9999-991-404	TRANSFER TO WW TRUST	943,876	0	943,876	0
	Contingency				
401-9990-999-100	CONTINGENCY	239,282	79,920	0	319,202
401-9990-999-200	RESERVE CONTINGENCY	943,915	943,876	1,887,791	0

WASTEWATER TRUST FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		4,498,481	2,268,372	1,700,000	5,066,853
404-0000-389-300-WW2301	RECLAIM WATER EXPANSION CONST PHASE 5	756,124	0	756,124	0
404-0000-389-310-WW2301	RECLAIM WATER EXPANSION CONST PHASE 5	0	1,512,248	0	1,512,248
404-0000-389-410-WW2301	RECLAIM WATER EXPANSION CONST PHASE 5	0	756,124	0	756,124
404-9999-381-401	TRANSFER FROM W&S FUND	943,876	0	943,876	0
EXPENDITURES		4,498,481	568,372	0	5,066,853
	Utilities Administration				
404-9990-999-200	RESERVE CONTINGENCY	0	568,372	0	568,372

PERMITS AND INSPECTIONS FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		3,556,584	129,920	0	3,686,504
480-0000-380-000	USE OF RESERVES	1,188,891	129,920	0	1,318,811
EXPENDITURES		3,556,584	129,920	0	3,686,504
480-4800-552-000	HARDWARE/SOFTWARE	323,065	79,920	0	402,985
480-4800-663-000-PI2103	P&I OFFICE RENOVATIONS	37,076	50,000	0	87,076

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, 2023-18 and 2023-26.

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

PASSED AND DULY ADOPTED this 1st day of May, 2023.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

FY 22-23 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
GENERAL FUND				
REVENUES		31,890	0	
001-0000-366-000	DONATIONS FROM PRIVATE SOURCES	4,000		increase funding for Stetson donation to Chisholm Center for Afterschool Program
001-0000-380-000	USE OF RESERVES	27,890		increase funding for Drop Deck Trailer (\$7,890) and Skate Park LED Lights (\$20,000)
EXPENDITURES		63,433	31,543	
001-1222-552-100	OPERATING SUPPLIES	15,678		increase appropriation for new hire operating supplies
001-1222-555-100	TRAINING		15,678	decrease appropriation for new hire operating supplies
001-1226-549-100	OTHER OBLIGATIONS	15,865		increase appropriation for emergency DNA analysis
001-1410-552-100	OPERATING SUPPLIES	4,000		increase appropriation for Stetson donation to Chisholm Center for Afterschool Program
001-9990-999-100	CONTINGENCY		15,865	decrease appropriation for new hire operating supplies
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	27,890		increase transfer for Drop Deck Trailer (\$7,890) and Skate Park LED Lights (\$20,000)
CAPITAL FUND				
REVENUES		27,890	0	
300-9999-381-001	TRANSFER FROM GENERAL FUND	27,890		increase transfer for Drop Deck Trailer (\$7,890) and Skate Park LED Lights (\$20,000)
EXPENDITURES		28,684	794	
300-1222-662-000-FR2201	FIRE STATION #81 RESERVE GARAGE	431		increase appropriation for Fire Station Reserve Garage
300-1226-664-000-PD2304	CHEVROLET TAHOE - SENIOR COMMAND #2	363		increase appropriation for Chevrolet Tahoe for Senior Command
300-1226-664-000-PD2307	CHEVROLET TAHOE - SENIOR COMMAND #5		794	decrease appropriation for Chevy Tahoe (\$363) and Fire Station Reserve Garage (\$431)
300-1302-664-000-PW2309	REPLACE LOWBOY TRAILER 132130T	7,890		increase appropriation for Drop Deck Trailer
300-1403-663-000-PR2220	SKATE PARK LED LIGHTS	20,000		increase appropriation for Skate Park LED Lights
WATER & SEWER FUND				
REVENUES		5,027,209	0	
401-0000-380-000	USE OF RESERVES	5,027,209		increase funding for Utility Admin Building - Construction (\$6,555,000), ShenkelSchultz (\$160,000) and IT equipment (\$200,000) less reduction in reserve contingency (-\$1,887,791)
EXPENDITURES		7,938,796	2,911,587	
401-4201-552-000	HARDWARE/SOFTWARE		65,520	decrease appropriation to fix allocation error for IVR maintenance - Selectron between W&S and P&I
401-4201-552-000	HARDWARE/SOFTWARE		14,400	decrease appropriation to fix allocation error for QuoPro - Kiosk between W&S and P&I
401-4201-662-000-UT2201	UTILITIES ADMIN BUILDING CONSTRUCTION	6,555,000		increase appropriation for Utility Admin Building construction
401-4201-662-000-UT2201	UTILITIES ADMIN BUILDING CONSTRUCTION	160,000		increase appropriation for ShenkelShultz Construction Services for Utility Admin Building
401-4201-662-000-UT2201	UTILITIES ADMIN BUILDING CONSTRUCTION	200,000		increase appropriation for IT equipment for Utility Admin Building
401-9999-991-404	TRANSFER TO WW TRUST		943,876	decrease appropriation for Reclaim Water Expansion Construction Phase 5 due to increase in grant revenue
401-9990-999-100	CONTINGENCY	79,920		increase funding for IVR Maintenance - Selectron (\$65,520) and QuoPro allocation fix (\$14,400)
401-9990-999-200	RESERVE CONTINGENCY	943,876	1,887,791	increase appropriation for Reclaim Water Expansion Construction Phase 5 due to increase in grant revenue and decrease appropriation for Utility Admin Building
WASTEWATER TRUST FUND				
REVENUES		2,268,372	1,700,000	
404-0000-389-300-WW2301	RECLAIM WATER EXPANSION CONST PHASE 5		756,124	decrease funding to move funds from FDEM to FDEP revenue
404-0000-389-310-WW2301	RECLAIM WATER EXPANSION CONST PHASE 5	1,512,248		increase funding to move funds from FDEM to FDEP revenue (\$756,124) and to increase total grant funding
404-0000-389-410-WW2301	RECLAIM WATER EXPANSION CONST PHASE 5	756,124		increase funding for additional grant funding for Reclaimed Water Main Extension Phase 5
404-9999-381-401	TRANSFER FROM W&S FUND		943,876	decrease transfer due to additional grant funding for Reclaimed Water Main Extension Phase 5
EXPENDITURES		568,372	0	
404-9990-999-200	RESERVE CONTINGENCY	568,372		increase appropriation for contingency due to increase in grant funding

FY 22-23 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
PERMITS & INSPECTIONS FUND				
REVENUES		129,920	0	
480-0000-380-000	USE OF RESERVES	129,920		increase funding for IVR Maintenance - Selectron (\$65,520), QuoPro allocation fix (\$14,400), and P&I carpet replacement (\$50,000)
EXPENDITURES		129,920	0	
480-4800-552-000	HARDWARE/SOFTWARE	65,520		increase appropriation to fix allocation error for IVR maintenance - Selectron between W&S and P&I
480-4800-552-000	HARDWARE/SOFTWARE	14,400		increase appropriation to fix allocation error for QuoPro - Kiosk between W&S and P&I
480-4800-663-000-PI2103	P&I OFFICE RENOVATIONS	50,000		increase appropriation for P&I carpet replacement

CITY OF DELAND
Request for Commission Action
May 1, 2023

SUBJECT: Resolution Approving Sole Source Purchase, Lighting for Skate Park.

DEPARTMENT: Parks & Recreation

PREPARED BY: rick hall, P&R Director

ATTACHMENTS: Resolution, Fully Executed Change Order, PO-MUSCO

APPROVED BY: Michael Pleus, City Manager, April 25, 2023

SUMMARY/HIGHLIGHT:

The lights at the Skate Park have failed and need to be replaced. They became a safety issue as one of the light brackets came loose from the pole that had rotted over time. The park is currently without lights. The Skate Park has significant use and stays open until 9pm 7 days a week. The lights will be replaced with metal poles and LED lights which will provide energy savings and will also increase the life span of the lights and poles. Due to Musco Lighting having provided all the lights for our entire facilities, staff requests that we continue using Musco as they have provided excellent service and a Control Link System that would be consistent with all our lights in other facilities.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This item has a fiscal impact of \$66,000 which is included in the FY 22/23 budget as amended.

RECOMMENDATION:

Staff recommends that the City Commission approve the sole source resolution allowing for the purchase of lighting for the Skate Park from Musco.

BACKGROUND/DISCUSSION:

Staff is recommending the replacement of lights at the Skate Park with Musco provided LED lights and poles. The facility has significant use 7 days a week up to 9:00pm. The Skate Park Lights and poles had to be removed as they were very old and the poles failed to support the lights and brackets.

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 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 Parks and Recreation Department needs to install lighting at the Earl Brown skate park; and

WHEREAS, the City uses lighting systems from Musco Sports Lighting, LLC for its athletic facilities and needs to procure the lighting system for the skate park from this same company to maintain the standardization of all lighting systems across all athletic facilities operated by the City; 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 skate park lighting system from Musco Sports Lighting, LLC.

(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 Musco Sports Lighting, LLC.

(c). The attached invoice relating to the purchase of the skate park lighting system as issued by Musco Sports Lighting, LLC 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 skate park lighting system from Musco Sports Lighting, LLC.

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



CHANGE ORDER REQUEST

Date: 4/3/2023
Change Order #: 1
Contract Date: 1/12/2023
Project: 196091 Earl Brown Park Retrofit

To: City of DeLand
Attn: Rick Hall

The contract is changed as follows:

- Pole in Air Installation
- Electrical Installation

Original Contract Sum:	\$46,000
Net Change by Previous Change Orders:	0
Contract Price Prior to This Change Order:	\$46,000
Change Order Amount:	\$20,000
New Contract Sum Including This Change Order:	\$66,000.00

City of DeLand

Signed: 
Rick Hall
120 S Florida Ave
DeLand, FL 32720
(386) 216-1772

Musco Sports Lighting, LLC

Signed: 
Aaron Bohling
P.O. Box 808
100 1st Ave West
Oskaloosa, IA 52577
(563) 264-4025



City of DeLand

"The Athens of Florida"

www.deland.org

PURCHASE ORDER

DATE	P.O. No.
01/12/2023	23-000971

SUPPLIER:	SHIP TO:	BILL TO:
VENDOR: 10494 MUSCO SPORTS LIGHTING, LLC PO BOX 200692 DALLAS, TX 75320-0692 PH: 8008256020 FX:	PARKS & RECREATION ADMINISTRATION 230 N. STONE ST. DELAND, FL 32720 PH: FX:	CITY OF DELAND ATTN: ACCOUNTS PAYABLE 120 SOUTH FLORIDA AVENUE DELAND, FLORIDA 32720-5422 PH: (386) 626-7000

DEPARTMENT	REQUESTOR	ACCOUNT
PARKS AND RECREATION		

QTY	UNIT	DESCRIPTION/TASK	ACCOUNT	UNIT PRICE	AMOUNT
1.00	EA	LIGHTS - SKATEBOARD PARK	300-1403-663-000-PR2220	46,000.00	46,000.00
TOTAL:					\$46,000.00

COMMENTS / SPECIAL INSTRUCTIONS:

Michael Peno

AUTHORIZED SIGNATURE

Sales Tax Exemption No: 85-8013842706C-2

IMPORTANT: OUR ORDER NUMBER MUST APPEAR ON EVERY INVOICE AND PACKAGE



City of DeLand

"The Athens of Florida"

www.deland.org

PURCHASE ORDER

DATE	P.O. No.
01/12/2023	23-000971

IMPORTANT TERMS AND CONDITIONS

State of Florida Sales Tax Exemption Number: 85-8013842706C-2

A City of DeLand VISA Purchasing Card will be used to pay for services or goods provided unless otherwise directed.

- PURCHASE ORDER NUMBER:** This purchase order number and the seller's name must be clearly shown on all invoices, packing slips, delivery receipts and correspondence. Failure to clearly indicate this purchase order number may result in the return of invoices.
- ACCEPTANCE:** All terms and conditions of this purchase order shall become part of the contract between the City of DeLand and the vendor/seller. The vendor's /seller's different or additional terms will never become part of this contract.
- DELIVERY, TITLE & RISK OF LOSS:** Delivery shall not be complete until the goods and/or services have been received, inspected, and accepted by the City of DeLand. Title shall pass to the City of DeLand on delivery of the conforming goods to the City of DeLand's designated location. Notwithstanding any agreement to pay freight, express or other transportation charges, the risk of loss or damage in transit shall be upon the vendor/seller.
- WARRANTY:** The vendor/seller warrants that the goods and/or services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the vendor/seller knows the City's intended use, the vendor/seller warrants that the goods and/or services are suitable for the intended use.
- REMEDIES:** Regardless of whether goods are being sold or licensed or leased or whether services are being performed, the vendor/seller and the City of DeLand agree that both parties have all the uniform commercial code rights, duties and remedies available.
- CONFLICT OF LAWS:** This agreement of purchase and performance of the parties hereunder shall be construed with and governed by the laws of the City of DeLand, County of Volusia, and the State of Florida.
- MODIFICATIONS:** No modifications in price, delivery, method or schedule, quantity, quality, specifications or any other term of the contract will be effective unless agreed to in writing, signed by an authorized agent of the City of DeLand.
- TAXES:** The City of DeLand is exempt from the payment of all federal excise taxes and sales taxes of the State of Florida generally all other state governments. Vendor/Seller shall furnish the proper exemption certificate.
- PATENTS & ROYALTIES:** The vendor/seller, without exception, shall indemnify and save harmless the City of DeLand and its employees from liability of any nature of kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of DeLand. If the vendor/seller uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the listed prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved with the work.
- PRICES:** If prices are higher than specified, do NOT ship without prior written approval of the City of DeLand.
- INVOICING:** Mail all invoices to address listed below. Send a separate invoice for each shipment. Include the correct purchase order number on each invoice.

CITY OF DELAND
ATTN: ACCOUNTS PAYABLE
120 SOUTH FLORIDA AVENUE
DELAND, FLORIDA 32720

- PAYMENT:** Payment will be made after receipt of services/merchandise and a correct invoice in accordance with Local Government Prompt Payment Act (Florida Statutes 218.70 - 218.80). A City of DeLand VISA Purchasing Card will be used to pay for services or goods provided unless otherwise directed. If VISA is not accepted then payment will be made at the regularly scheduled monthly payment date, unless specified otherwise by contract documents. Early payment will be considered when vendor offers early payment discount.

IF THESE TERMS AND CONDITIONS ARE NOT ACCEPTABLE, PLEASE ADVISE THE CONTACT PERSON UPON RECEIPT OF THE PURCHASE ORDER, AND BEFORE YOU MAKE ANY DELIVERY OR PERFORM ANY SERVICE. DELIVERY OF GOODS AND/OR PERFORMANCE OF SERVICES SHALL CONSTITUTE ACCEPTANCE OF ALL TERMS, CONDITIONS AND PRICES ON THIS PURCHASE ORDER.

Sales Tax Exemption No: 85-8013842706C-2

IMPORTANT: OUR ORDER NUMBER MUST APPEAR ON EVERY INVOICE AND PACKAGE

Quote

Project: City of DeLand Earl Brown Skatepark
Deland, FL
Ref: 196091
Date: August 22, 2022

Please Remit Purchase Order to:
Musco Sports Lighting, LLC
100 First Avenue West
Oskaloosa, IA 52577

Materials Delivered to Jobsite \$46,000.00

Price does not include installation, demo, sales tax or bonding

System Description

- (6) TLC-900 watt Factory aimed and assembled luminaries
- (2) Musco LightStructure 50' Mounting Height Poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Guaranteed light levels of 25 Footcandles

Control Systems and Warranty Services

- (1) Lighting Contactor Cabinets
- Control-Link® Control and Monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years.

Delivery Timing

6 - 8 weeks for delivery of Musco materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

- Structural code and wind speed = 2017 FBC, 140mph
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Musco's Credit Department will provide payment terms. Bonding not included if required.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Danny Sheldon
Sr. Sales Representative
Musco Sports Lighting, LLC
Phone: (352)665-0578
danny.sheldon@musco.compark



Ruth Victor

From: Rick Hall
Sent: Monday, January 9, 2023 3:24 PM
To: Ruth Victor
Subject: FW: skate board park lights

Ruth,

Print or copy this e-mail and submit the PO request for the Musco Lighting for the Skatepark lights.

Thank you,

Rick Hall
Director of Parks & Recreation
City Of DeLand
Office - 386-626-7285
Cell - 386-216-1772
fax - 386-740-6862
hallr@deland.org

From: Michael Pleus <Pleusm@deland.org>
Sent: Monday, January 9, 2023 3:22 PM
To: Dan Stauffer <staufferd@deland.org>
Cc: Rick Hall <Hallr@deland.org>
Subject: RE: skate board park lights

Agreed. Thank you.

From: Dan Stauffer <staufferd@deland.org>
Sent: Monday, January 9, 2023 2:46 PM
To: Michael Pleus <Pleusm@deland.org>
Cc: Rick Hall <Hallr@deland.org>
Subject: FW: skate board park lights

Hi Michael,

You can just reply to this email that you agree with use of Musco Lighting for standardization purposes at our sports fields and recreational facilities. We will work on a more formalized process going forward.

Thanks,

Daniel A. Stauffer, Jr., CPA
Finance Director

City of DeLand, Florida
Phone: 386-626-7079
Email: staufferd@deland.org

From: Michael Pleus <Pleusm@deland.org>
Sent: Thursday, January 5, 2023 2:44 PM
To: Rick Hall <Hallr@deland.org>
Cc: Dan Stauffer <staufferd@deland.org>
Subject: RE: skate board park lights

Rick: can you work with Dan to draw up the memo or whatever he thinks is needed for my signature please.

From: Rick Hall <Hallr@deland.org>
Sent: Wednesday, January 4, 2023 8:58 AM
To: Michael Pleus <Pleusm@deland.org>
Subject: skate board park lights

Michael,

Dan has included the funding for the Skateboard Park lights in the recent budget amendment. Attached is the quote from Musco Lightning. As you may be aware we have used Musco Lights in all our sports fields and recreational facilities. I would like to continue with the consistency of using them. Commission had previously approved them as our vender of choice for Melching Field. Because it is under \$50,000, Dan said that you have the authority to approve this purchase without having to go to commission. I would appreciate it if you could do so as I would like to get the new lights installed as soon as possible.

Thank you,

Rick Hall
Director of Parks & Recreation
City Of DeLand
Office - 386-626-7285
Cell - 386-216-1772
fax - 386-740-6862
hallr@deland.org

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

Verification: This message sent from Hallr@deland.org

CITY OF DELAND
Request for Commission Action
May 1, 2023

SUBJECT: Consideration re Recognition of “Right of First Refusal” between Structural Repair Specialists LLC. and the City of DeLand.

DEPARTMENT: Airport

PREPARED BY: John Eiff, Airport Manager

ATTACHMENTS: Right of First Refusal, Exhibit A

APPROVED BY: Michael Pleus, City Manager, April 25, 2023

SUMMARY/HIGHLIGHT:

STRUCTURAL REPAIR SPECIALISTS LLC is a company that wishes to build a hangar in the Sport Aviation Village at the DeLand Airport. They would like to reserve Parcel #2 while they secure all permitting approvals and building materials. The attached First Right of Refusal Agreement reserves that parcel for STRUCTURAL REPAIR SPECIALISTS LLC for a period of 1 year. Once permitting approvals and building materials are obtained, staff will come back with a lease agreement.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Structural Repair Specialists LLC will pay \$2,000 for the Right of First Refusal.

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

N/A

AGREEMENT FOR RIGHT OF FIRST REFUSAL

THIS AGREEMENT FOR RIGHT OF FIRST REFUSAL (hereinafter the "Agreement") is made and entered into this 30th day of March 2023, by and between STRUCTURAL REPAIR SPECIALISTS, LLC, whose mailing address is 5901 217th Street E, Prior Lake, MN 55372, hereinafter referred to as "SRS", and the CITY OF DELAND, a municipality of the State of Florida, whose mailing address is City Hall, 120 South Florida Avenue, DeLand, Florida 32720, hereinafter referred to as the "CITY".

WITNESSETH

WHEREAS, the CITY operates a municipal airport; and

WHEREAS, SRS is an Aircraft Structural Repair Specialists Company; and

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

WHEREAS, the real property which is the subject of the right of first refusal granted in this Agreement is described in the Exhibit attached hereto and incorporated herein by this reference thereto which Exhibit is a document prepared by the CITY's Airport Manager and styled as "Image of Lease Description for Sport Aviation Village Parcel 2, at 1575 Sport Aviation Way, DeLand, Florida 32724 (DeLand Municipal Airport)", dated February 10, 2021. (the real property shall hereinafter be referred to as the "Property"); and

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

SECTION 1. RIGHT OF FIRST REFUSAL.

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

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

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

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

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

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

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

SECTION 2. NOTICES.

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

For the CITY:	John Eiff DeLand Airport Manager 1000 Flight Line Boulevard DeLand, Florida 32724
With a copy to:	Darren J. Elkind, Esquire City Attorney 142 E. New York Avenue DeLand, Florida 32724
For SRS:	Structural Repair Specialists, LLC 5901 217 th Street E Prior Lake, MN 55372

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

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

SIGNATURE BLOCKS FOLLOW:

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

CITY OF DELAND, FLORIDA

Christopher Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy, MMC
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, Esquire
City Attorney

Structural Repair Specialists, LLC



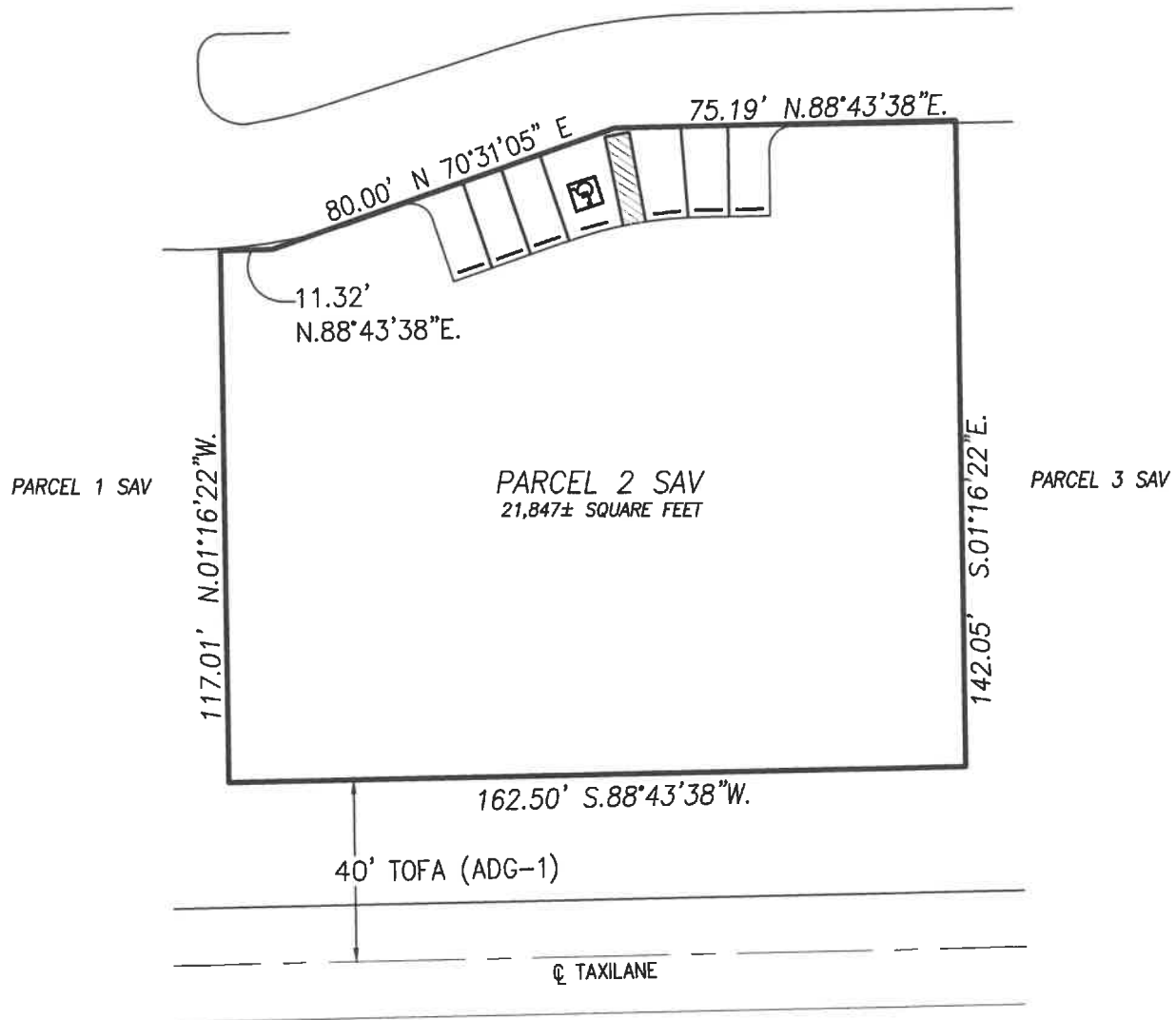
David A Laurin
President

12Apr 2023

N

1" = 40'

EAST HANGAR COMPLEX



SPORT AVIATION VILLAGE
Phase 1A

EXHIBIT "A"



City of DeLand, Florida
ENGINEERING DEPARTMENT

1102 S. Garfield Avenue
DeLand, Florida 32724

TEL: 386/626-7196 FAX: 386/736-5366

Sketch of Lease for
AIRPORT LEASE - PARCEL 2 SAV
1575 SPORT AVIATION WAY
DeLAND, FLORIDA, 32724

DATE: 2/10/21

PROJECT NO. EN 18-26

SCALE: 1" = 40'

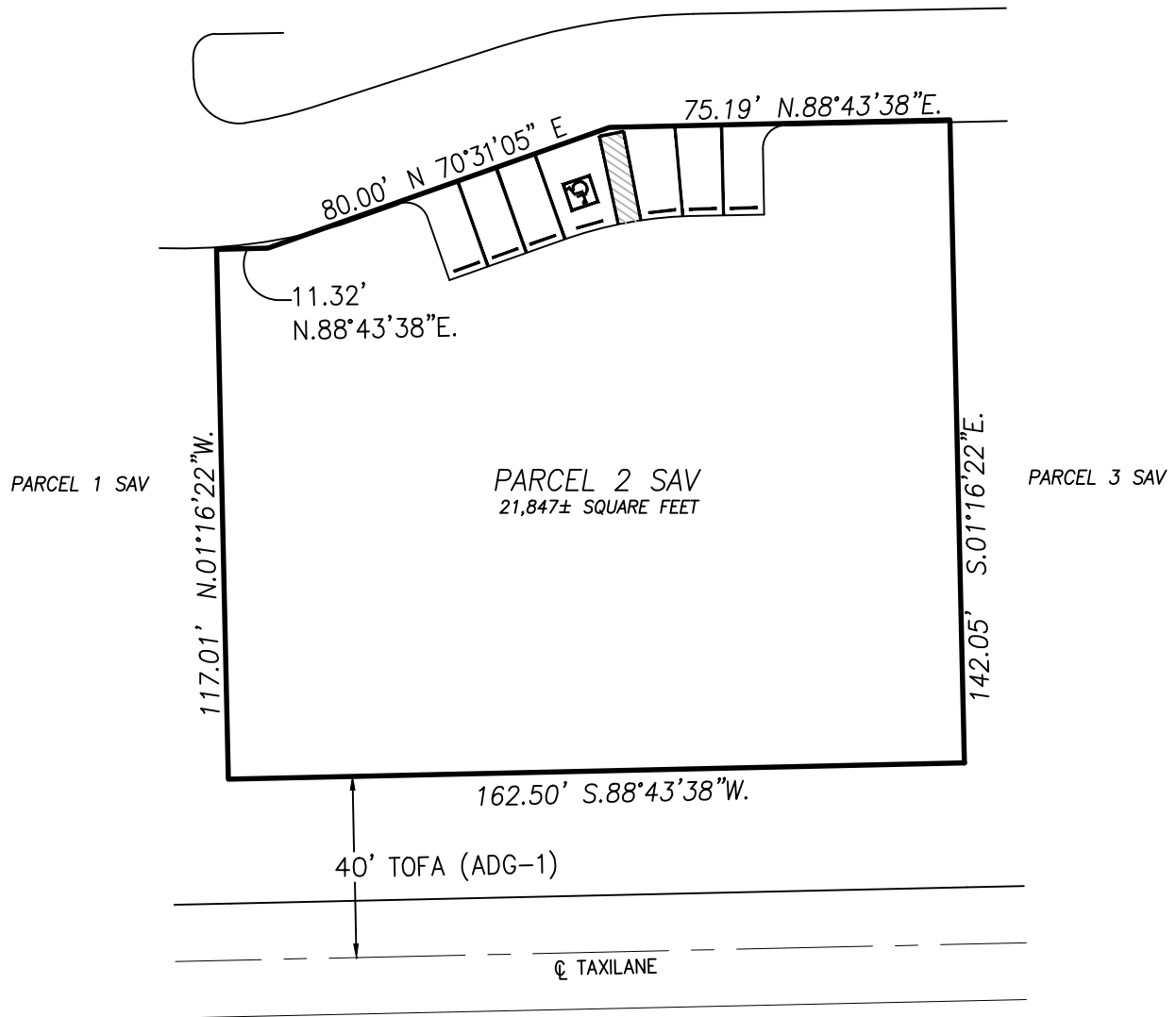
DRAWN BY: SC

Sheet 1 of 1

N

1" = 40'

EAST HANGAR COMPLEX



SPORT AVIATION VILLAGE
Phase 1A

EXHIBIT "A"



City of DeLand, Florida
ENGINEERING DEPARTMENT

1102 S. Garfield Avenue
DeLand, Florida 32724

TEL: 386/626-7196 FAX: 386/736-5366

Sketch of Lease for
AIRPORT LEASE - PARCEL 2 SAV
1575 SPORT AVIATION WAY
DeLAND, FLORIDA, 32724

DATE:	2/10/21	PROJECT NO.	EN 18-26
SCALE:	1" = 40'	Sheet 1 of 1	
DRAWN BY:	SC		

CITY OF DELAND
Request for Commission Action
May 1, 2023

SUBJECT: Second Reading of Ordinance No. 2023-06, Annexing 3.12 Acres of Property Located at 309 West Taylor Road.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Deputy Planning Director

ATTACHMENTS: ORD-2023-06 , Exhibit A, Staff Report, Zoning and Location Map, Aerial Map

APPROVED BY: Michael Pleus, City Manager, April 25, 2023

SUMMARY/HIGHLIGHT:

This request is for the approval to annex three parcels and adjacent S. Clara Avenue right-of-way (from the roadway centerline west), totaling 3.12 acres, into the City of DeLand. The subject property, consisting of three contiguous parcels, is located at the northwest quadrant of W. Taylor Road (SR 15A) and S. Clara Avenue intersection. The proposed application is one of three under concurrent review for annexation, future land use amendment and rezoning. At the December 14, 2022 meeting, the Planning Board recommended approval of annexation, with no conditions of approval, by a vote of 7-0. At the February 6, 2023 meeting, no public comments were made and the City Commission voted to approve the annexation on first reading by a vote of 5-0 pending Volusia Growth Management Commission (VGMC) certification of the land use amendment. VGMC issued its certification on March 16, 2023.

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 the properties onto the city's tax rolls would increase funds towards city services.

RECOMMENDATION:

It is recommended that the City Commission approve, on second reading, the annexation of the subject property into the city limits.

BACKGROUND/DISCUSSION:

Mr. George Dennison, Esq., Dennison Matthews, PLLC, represents the owner of the property (Eastover Holdings, LLC). The applicant has applied for a land use amendment (SMLU22-246) as well as a rezoning to General Commercial (C-2) (Z22-248). A feasibility analysis was done as part of the review, which determined that public services are available if the property were to be annexed into the city.

ORDINANCE NO. 2023 - 06

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, ANNEXING THREE PARCELS OF LAND TOTALING APPROXIMATELY +/- 3.12 ACRES OF PROPERTY LOCATED AT 309 WEST TAYLOR ROAD; AMENDING CITY BOUNDARIES TO INCLUDE THE ANNEXED PROPERTIES; AFFIRMING COMPLIANCE WITH STATUTORY PROCEDURE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Petitioner, George Dennison II, Esq., on behalf of the owner, Eastover Holdings, LLC, submitted a petition for annexation of approximately +/- 3.12 acres of land located at 309 West Taylor Road; and

WHEREAS, the parcels to be annexed are undeveloped and heavily wooded; and

WHEREAS, The subject property is contiguous to the City of DeLand to the west (via parcel 7020-00-00-0800), to the south (via parcel 7020-00-00-0820), to the west (via parcel 7020-00-00-0820); parcel 7020-00-00-0860 would be contiguous through parcel 7020-00-00-0800. The property is reasonably compact and not circuitous and will not create an enclave, 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 lands in Volusia County, Florida, for which a petition for annexation has been received from the Petitioner, George Dennison, II, Esq., on behalf of the owner, Eastover Holdings, LLC, totaling approximately +/- 3.12 acres, located at 309 West Taylor Road, 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 Nos. 7020-00-00-0800;
7020-00-00-0820; and
7020-00-00-0860

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 February 06, 2023, 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 1st day of May, 2023.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: February 06, 2023
Adopted on second reading: May 01, 2023

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

LEGAL DESCRIPTION: AREA TO BE ANNEXED (WRITTEN)

THAT PART OF THE EAST 422.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 30 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 30 EAST, RUN NORTH 01°10'12" WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 30 EAST, A DISTANCE OF 29.98 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°47'12" WEST, ALONG THE NORTH R/W OF W. TAYLOR ROAD, A DISTANCE OF 422.04 FEET TO THE WEST LINE OF THE EAST 422.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20, THENCE NORTH 01°10'12" WEST, ALONG SAID WEST LINE, A DISTANCE OF 236.45 FEET, TO THE NORTH LINE OF THE SOUTH 268.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE NORTH 90°00'00" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 163.00 FEET; THENCE NORTH 01°10'12" WEST, A DISTANCE OF 0.90 FEET;

THENCE NORTH 89°21'30" EAST, A DISTANCE OF 258.96 FEET TO THE EAST LINE OF SOUTHEAST 1/4 OF SAID SECTION 20; THENCE SOUTH 01°10'12" EAST, ALONG SAID EAST LINE, A DISTANCE OF 241.82 FEET TO THE POINT OF BEGINNING. HAVING AN AREA OF 100700.4 SQUARE FEET, 2.312 ACRES.

AND

THE WEST 180 FEET OF THE SOUTH 195 FEET OF THE NORTH 400 FEET OF THE EAST 544.5 FEET OF THE SOUTH ONE-HALF (S 1/2) OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF THE SOUTHEAST ONE-QUARTER (SE1/4), SECTION 20, TOWNSHIP 17 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. HAVING AN AREA OF 35095 SQUARE FEET, 0.806 ACRES.

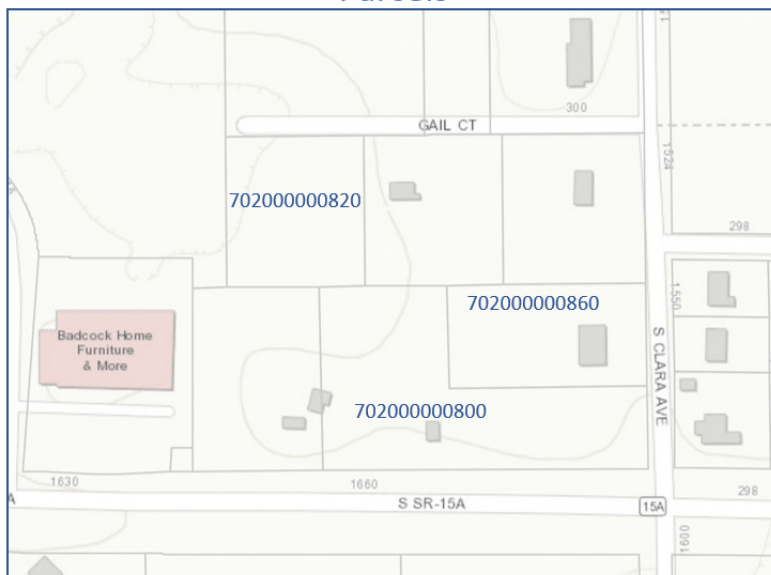
PLANNING BOARD

December 14, 2022

APPLICATION: AN22-244

- | | | |
|----|---------------------------|--|
| 1. | Requested Action: | Annexation of property currently located in unincorporated Volusia County into the City limits of DeLand |
| 2. | Location: | Northwest quadrant of West Taylor Road (SR 15A) & South Clara Avenue intersection |
| 3. | Petitioner: | George Dennison II, Esq., Dennison Matthews, PLLC |
| 4. | Owner: | Eastover Holdings, LLC |
| 5. | Size of parcel(s): | ± 3.12 acres |
| 6. | Parcel ID: | 7020-00-00-0800; 7020-00-00-0820; 7020-00-00-0860
Also: Adjacent right-of-way (ROW), eastern side |

Parcels



Parcel ID Number	Acreage
702000000800	1.44
702000000820	0.81
702000000860	0.78
Adjacent ROW	0.09

- 7. Land Use Designation & Zoning of Subject Property:**

Existing Future Land Use:

Parcel ID Number	Existing Land Use
702000000800	Volusia County (VC): Urban Medium Intensity (UMI)
702000000820	Volusia County (VC): Urban Medium Intensity (UMI)
702000000860	Volusia County (VC): Urban Medium Intensity (UMI)

Existing Zoning:

Parcel ID Number	Existing Zoning
702000000800	Volusia County: General Commercial (B-4)
702000000820	Volusia County: Urban Single Family Residential (R-4)
702000000860	Volusia County: Urban Single Family Residential (R-4)

Existing Use:

Parcel ID Number	Existing Use(s)
702000000800	Single-family home, vacant, civic group
702000000820	Vacant/undeveloped, single-family homes
702000000860	Vacant/undeveloped, single-family home

8. Surrounding Land Use & Zoning:

Parcel #702000000800

	LAND USE	ZONING
North:	VC: Urban Medium Intensity (UMI)	VC: Urban Single-Family Res (R-4)
South:	VC: Commercial City: Highway Commercial	VC: Heavy Commercial (B-5), City: Neighborhood Commercial (C-1)
East:	VC: UMI & VC: Commercial	VC: Heavy Commercial (B-5)
West:	City: Highway Commercial	City: General Commercial (C-2)

Parcel #702000000820

	LAND USE	ZONING
North:	VC: Urban Medium Intensity (UMI)	VC: Urban Single-Family Res (R-4)
South:	VC: Urban Medium Intensity (UMI) City Highway Commercial	VC: General Commercial (B-4) City: General Commercial (C-2)
East:	VC: Urban Medium Intensity (UMI)	VC: Urban Single-Family Res (R-4)
West:	City: Highway Commercial	City: Santa Cruz PD

Parcel #702000000860

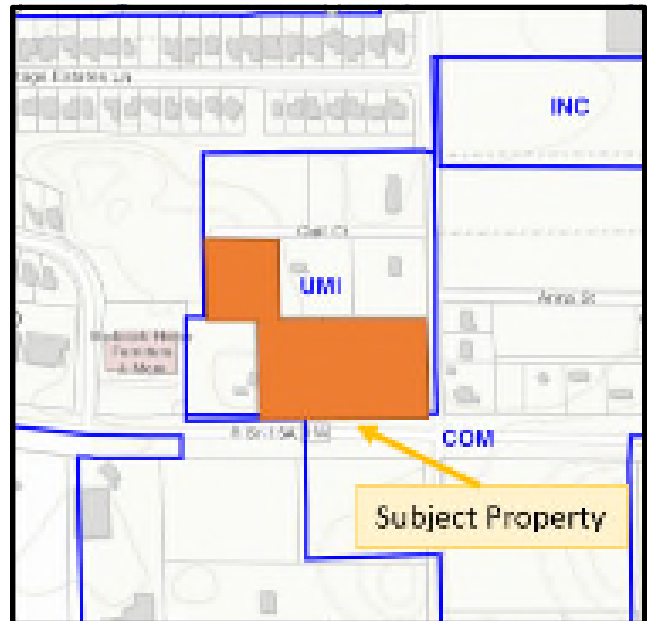
	LAND USE	ZONING
North:	VC: Urban Medium Intensity (UMI)	VC: Urban Single-Family Res (R-4)
South:	VC: Urban Medium Intensity (UMI)	VC: General Commercial (B-4)
East:	VC: Commercial	VC: Heavy Commercial (B-5)
West:	VC: Urban Medium Intensity (UMI)	VC: General Commercial (B-4)

9. Physical Characteristics: The proposed annexation consists of 3 parcels that total $\pm$ 3.03 acres, and will also include all of the adjacent S. Clara Ave and Florida Department of Transportation (FDOT) ROW between the S. Clara Ave centerline and the eastern boundaries of parcels 7020-00-00-0800 & 7020-00-00-0860.

The subject property does not appear to contain wetlands and does not lie within the 100-year flood zone. The parcels are currently vacant and undeveloped. A residential home was on parcel #702000000860; however, it has recently been demolished.

10. Public Services & Utilities: Existing city infrastructure and service availability were analyzed as part of this review. The City's Utilities Department confirmed that the closest water main is located on the north side of Taylor Road under the sidewalk and the closest sewer main is located on the north side of Taylor Road at the lift station. The Police Department stated that the appropriate police patrol zone will be determined for the properties; however, emergency response time and travel distance data had not been provided as of the time of this report. The Fire Department confirmed that fire protection service is available with an estimated response time of 5 minutes or less.

Outside agency coordination was also analyzed as part of this review. The County of Volusia Growth and Resource Management confirmed that none of the properties had been involved in code enforcement actions. Since access to the city's water and sewer mains exists, the Florida Health Department was not required to provide septic system and water well information.



11. Growth Management Plan Consistency: Concurrent with the proposed annexation are required applications for future land use amendments, from Volusia County UMI to City Highway Commercial, and zoning amendments, from Volusia County R-4 and Volusia County B-4 to City General Commercial (C-2).

To the north and west of parcel #702000000820 is the Santa Cruz Planned Development, which consists of 50-ft. wide single-family residential lots (excluding corner lots) and 4 commercial lots

(including the existing Badcock furniture store), which has a maximum of 38,700 commercial square-footage adjacent to Taylor Road. To the east of the respective parcel are two approximate 0.80-acre single-family residential units. To the south, with the exception of parcel #702000000800 that is part of this annexation application, the property is vacant and zoned C-2. On the north side, the property accesses Gail Court, which is a private road not maintained by the county or city.

To the north of parcels #702000000800 and #702000000800 are two approximate 0.80-acre single-family residential homes. To the east are three single-family residential homes ranging between 0.21 and 0.36 acres and zoned for commercial uses. The properties on the south and east sides are vacant and zoned for commercial uses. Both properties' east boundaries are adjacent to South Clara Avenue right-of-way. Additionally, the south side of property #702000000800 is adjacent to Taylor Road/SR 15A right-of-way.

2. 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. In addition, the State requires the property be reasonably compact, not 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 not circuitous. Parcel #702000000820 is contiguous to the west by ± 196 -ft., parcel #702000000800 is contiguous to the west by ± 238 -ft. and to the south by ± 420 -ft. along the Taylor Road right-of-way, and parcel #702000000860 would be contiguous to the west through the annexation of parcel #702000000800, on of the parcels in this proposed annexation, to the south.

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
PLANNING BOARD
AN22-244
DECEMBER 14, 2022



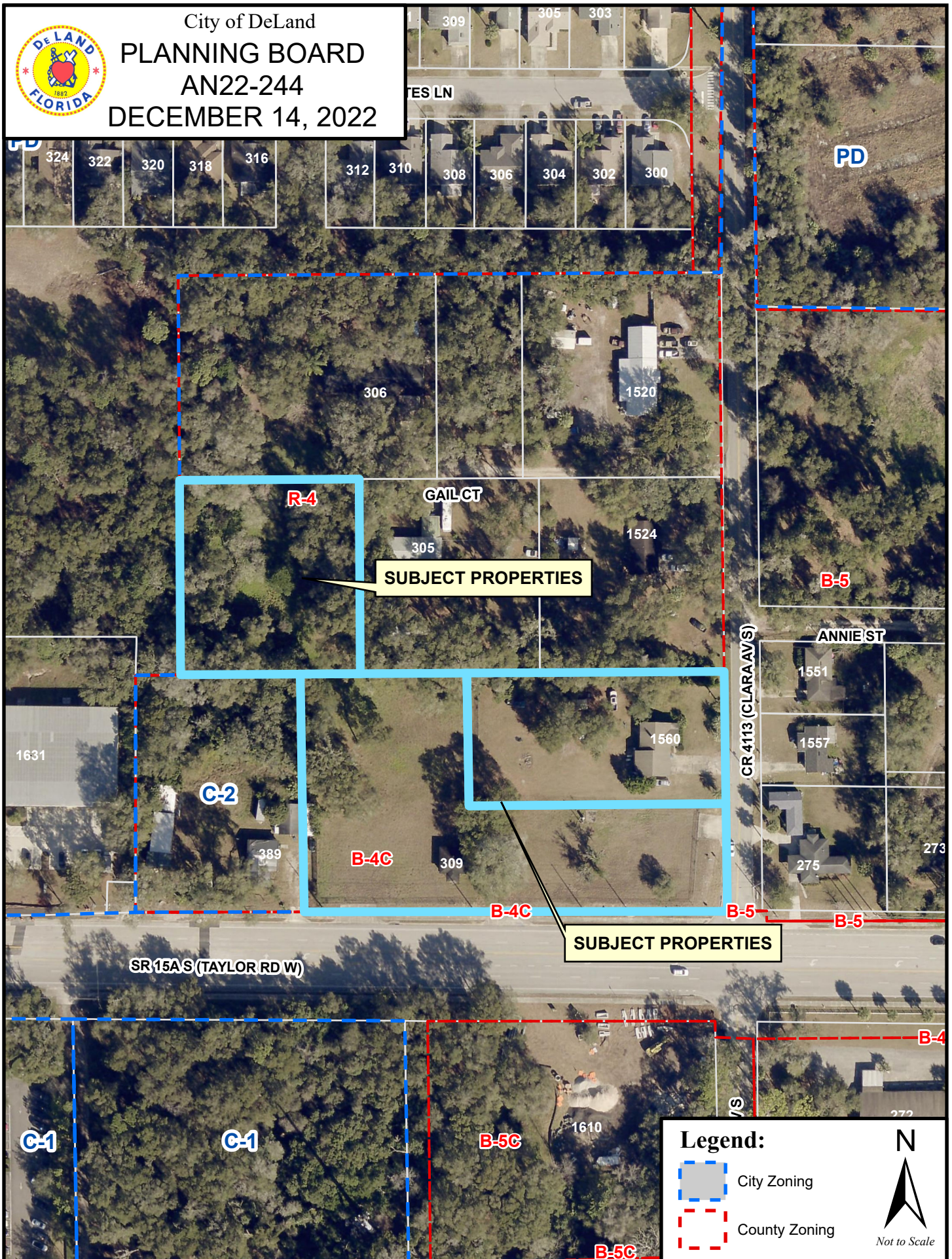
Legend:

- City Zoning
- County Zoning





City of DeLand
PLANNING BOARD
AN22-244
DECEMBER 14, 2022



CITY OF DELAND
Request for Commission Action
May 1, 2023

SUBJECT: Second Reading of Ordinance No. 2023-07, Changing the Land Use of 3.023 Acres of Property, from Volusia County's Urban Medium Intensity to City of DeLand Highway Commercial, Located at 309 West Taylor Road.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Deputy Planning Director

ATTACHMENTS: ORD-2023-07 , Exhibit A Legal Descriptions, Staff Report, Aerial, CURRENT LAND USE, PROPOSED LAND USE, Zoning and Location Map, Survey 702000000800, Survey 702000000820, Survey 702000000860

APPROVED BY: Michael Pleus, City Manager, April 25, 2023

SUMMARY/HIGHLIGHT:

The applicant, George Dennison, Esq. Dennison Matthews, PLLC, represents the owner of the property (Eastover Holdings, LLC) and is requesting to amend the land use designation of the 3.023-acre subject property from Volusia County Urban Medium Intensity (UMI) to City of DeLand Highway Commercial (HC). The subject property is located at the northwest quadrant of W. Taylor Road (SR 15A) and S. Clara Avenue intersection. At the December 14, 2022 meeting, the Planning Board recommended approval of the land use amendment, with no conditions of approval, by a vote of 7-0. At the February 6, 2023 meeting, no public comments were made and the City Commission voted to approve the land use amendment on first reading by a vote of 5-0 pending and delay second reading until receipt of Volusia Growth Management Commission approval of the related annexation. VGMC certification was issued on March 16, 2023.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Strategic Focus Area: Institute Smart Growth Principles:

Strategies: Community Consistent Growth

Action Steps:

2. Implement smart growth policies related to increasing urban densities and protecting conservation areas. If approved, the proposed future land use amendment could result in development that would potentially provide nearby residents with convenient access to convenience, service, retail and office uses, thereby reducing trip lengths and vehicular emissions' impacts on air quality.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff is recommending that the City Commission approve the requested land use amendment of the subject property from Volusia County Urban Medium Intensity designation to City of DeLand Highway Commercial, on second reading.

BACKGROUND/DISCUSSION:

The applicant, George Dennison, Esq., Dennison Matthews, PLLC, represents the owner of the property, Eastover Holdings, LLC. He is requesting concurrent application approvals for the annexation, future land use amendment and rezoning of three contiguous lots, which total approximately 3.023 acres and are currently vacant. This ordinance pertains to the future land use amendment. The annexation application contained the adjacent right of way which is why this application is slightly reduced from the annexation request.

The property has a current future land use designation of Volusia County Urban Medium Intensity (UMI), which has a maximum density of 8 residential units per acre and allows up to 50,000-square feet of non-residential land use based on location criteria. The location is at the intersection of a state thoroughfare roadway and city-maintained collector; therefore, the site meets the location criteria. The proposed Highway Commercial (HC) designation has a maximum retail/commercial FAR (floor area ratio) of 1.0. Both the existing and proposed land uses' maximum development potential for commercial/retail are unlikely due to limitations associated with the size of the property as well as development requirements such tree protection areas, landscape buffers, drainage retention areas, etc. Both would likely result in commercial/retail developments of less than 50,000-square-feet, thus, resulting in a land use amendment net density/intensity increase of zero.

As part of a concurrent review, the applicant submitted applications for annexation and rezoning. The annexation would bring the property into the city limits of DeLand (AN22-244). The southern-most property adjacent to Taylor Road is currently zoned General Commercial and the other two properties north of that are zoned Urban Single-Family Residential. The rezoning would change those Volusia County zoning classifications to City General Commercial (C-2) (Z22-248). The facility analysis presented in the attached staff report suggests the proposed land use would not cause any of the City's facilities to degrade below the adopted or current operational Level of Service (LOS). The proposed designation is predominately consistent with the surrounding properties in the immediate vicinity of the site. This land use application should be reviewed in conjunction with an approved annexation, which is included on this agenda. On March 16, 2023, the application was certified as consistent with Volusia Growth Management Commission Consistency Certification Rules and Organization.

ORDINANCE NO. 2023 - 07

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 THE NORTHWEST QUADRANT OF WEST TAYLOR ROAD (STATE ROAD 15A) AND SOUTH CLARA AVENUE INTERSECTION; 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 3.023 +/- acres of land located at the northwest quadrant of West Taylor Road (State Road 15A) and South Clara Avenue intersection; from Volusia County's Urban Medium Intensity future 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 the northwest quadrant of West Taylor Road (State Road 15A and South Clara Avenue intersection; consisting of approximately 3.023 +/- 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 1st day of May, 2023.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: February 06, 2023
Adopted on second reading: May 01, 2023

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

Parcel ID's for Eastover Holdings

Ref: Z22-248; SMLUE22-246

Parcel 702000000860

HAVING AN AREA OF 33,856 SQUARE FEET, 0.777 ACRES.

LEGAL DESCRIPTION:

(OR 3847 PG 0138)

A PORTION OF THE SE 1/4 OF THE SE 1/4 OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID SECTION, RUN THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 259 FEET TO A POINT; RUN THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID SECTION A DISTANCE OF 135.9 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING RUN THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID SECTION A DISTANCE OF 133 FEET; RUN THENCE EASTERLY TO A POINT IN THE EAST LINE OF SAID SECTION WHICH IS 271.8 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 135.9 FEET TO A POINT; THENCE WESTERLY AND PARALLEL TO THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING, VOLUSIA COUNTY, FLORIDA.

Parcel 702000000820

HAVING AN AREA OF 35,095 SQUARE FEET, 0.806 ACRES.

LEGAL DESCRIPTION:

(OR 6848 PG 1001)

PARCEL 3:

THE WEST 180 FEET OF THE SOUTH 195 FEET OF THE NORTH 400 FEET OF THE EAST 544.5 FEET OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4), SECTION 20, TOWNSHIP 17 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.*

**SHOULD READ: "THE SOUTH 1/2 OF THE" SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4)*

Parcel 702000000800

HAVING AN AREA OF 62,727 SQUARE FEET, 1.44 ACRES.

LEGAL DESCRIPTION:

(OR 6848 PG 1001)

PARCEL 1:

A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY (20), TOWNSHIP SEVENTEEN (17) SOUTH, RANGE THIRTY (30) EAST, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION TWENTY (20); RUN THENCE WEST ALONG SOUTH LINE OF SAID SECTION A DISTANCE OF TWO HUNDRED FIFTY-NINE (259) FEET TO A POINT; RUN THENCE NORTH AND PARALLEL WITH THE EAST LINE OF SAID SECTION A DISTANCE OF ONE HUNDRED THIRTY-FIVE AND NINE-TENTHS (135.9) FEET TO A POINT; RUN THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION A DISTANCE OF TWO HUNDRED FIFTY-NINE (259) FEET TO A POINT IN THE EAST LINE OF SAID SECTION; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION TO THE PLACE OF BEGINNING, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND (OR 6848 PG 1001)

PARCEL 2:

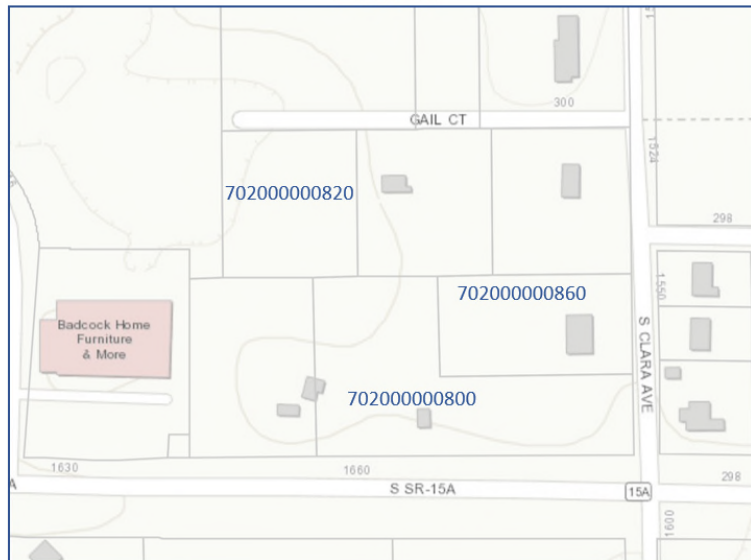
A PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 30 EAST, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 20, 259 FEET WEST OF THE SOUTHEAST (SE) CORNER OF SAID SECTION 20; THENCE WEST ALONG THE SOUTH LINE OF SECTION, A DISTANCE OF 163 FEET TO A POINT; THENCE NORTH AND PARALLEL WITH EAST LINE OF SAID SECTION, A DISTANCE OF 268 FEET TO A POINT; THENCE EAST A DISTANCE OF 163 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION TO A POINT; THENCE SOUTH AND PARALLEL WITH THE EAST LINE OF SAID SECTION A DISTANCE OF 268 FEET TO THE POINT OF BEGINNING IN THE SOUTH LINE OF SAID SECTION, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

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

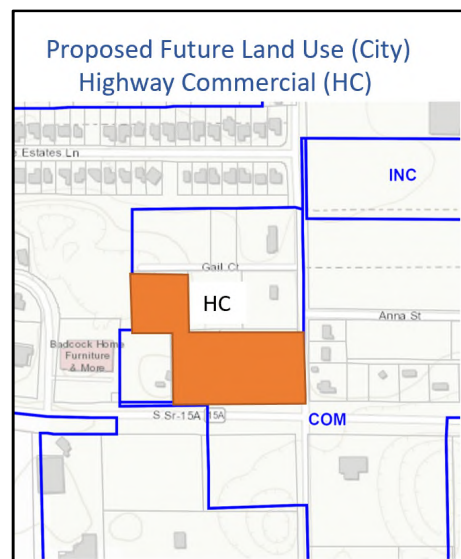
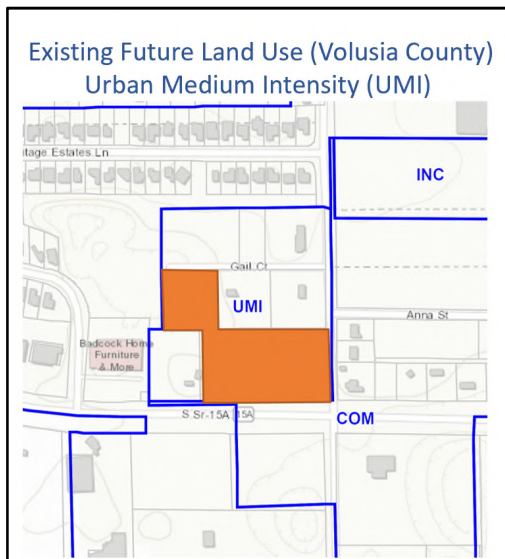
December 14, 2022

- A. APPLICATION NO.:** SMLU22-246
- APPLICANT:** George Dennison II, Esq., Dennison Matthews, PLLC
- PROPERTY OWNER:** Eastover Holdings, LLC
- REQUEST:** To amend the future land use designation from Volusia County (VC) Urban Medium Intensity (UMI) to City Highway Commercial (HC).
- B. SITE FACTORS:**
- Location: Northwest quadrant of West Taylor Road (SR 15A) & South Clara Avenue intersection.
- Parcel ID #: 7020-00-00-0800; 7020-00-00-0820; 7020-00-00-0860
- Total Size Parcels: ± 3.023 acres
- Land Use: Urban Medium Intensity (UMI)
- Existing Use: Vacant/Undeveloped

Parcels



Parcel ID Number	Acreage
702000000800	1.440
702000000820	0.806
702000000860	0.777



Surrounding Land Use:

Parcel #702000000800

	SURROUNDING LAND USE:
North:	VC: Urban Medium Intensity (UMI)
South:	ROW: Taylor Road VC: Commercial City: Highway Commercial
East:	ROW (S. Clara Ave) VC: UMI; VC: Commercial
West:	City: Highway Commercial

Parcel #702000000820

	SURROUNDING LAND USE
North:	Private Road: Gail Ct.; VC: Urban Medium Intensity (UMI)
South:	VC: Urban Medium Intensity (UMI) City Highway Commercial
East:	VC: Urban Medium Intensity (UMI)
West:	City: Highway Commercial

Parcel #702000000860

	SURROUNDING LAND USE
North:	VC: Urban Medium Intensity (UMI)
South:	VC: Urban Medium Intensity (UMI)
East:	ROW (S. Clara Ave) VC: Commercial
West:	VC: Urban Medium Intensity (UMI)

C. REQUESTED ACTION & HISTORY:

REQUEST: The applicant is requesting a future land use designation amendment for three parcels, located on or near the northwest quadrant of Taylor Road (SR 15A) and South Clara Ave intersection., from Volusia County (VC) Urban Medium Intensity (UMI) to City Highway Commercial (HC). All three of the subject parcels are vacant and undeveloped.

The parcels total 3.023-acres in size, are self-contiguous on the north side of Taylor Road, and have a current future land use of VC UMI, which has a maximum density of 8 residential units per acre and allows up to 50,000-square feet of non-residential land use based on location criteria. Considering the location is at the intersection of a state thoroughfare roadway and city-maintained collector, the site meets the location criteria. Theoretically, the 3.023-acres could develop up to 50,000-square feet of retail/commercial and 16 residential units although this is unlikely due to the size of the property.

Per the County's Comprehensive Plan –

...Urban Medium Intensity “is primarily a residential designation but may allow neighborhood business areas and office development that meet the Comprehensive Plan’s location criteria. The commercial intensity shall be no more than a fifty percent Floor Area Ratio (.50 FAR) and shall be limited in a manner to be compatible with the allowable residential density.”

If developed under the proposed Highway Commercial (HC), the maximum density, considering the maximum floor area ratio of 1.0 would be 131,987-square-feet of retail/commercial although this is unlikely due to the size of the property. Under the theoretical maximum development scenario, this equates to a net increase of 81,987-square-feet with -16 residential units.

Per the city's Comprehensive Plan --

...Highway Commercial “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. These types of centers include neighborhood convenience, neighborhood, community, and regional shopping centers.”

Table 1 Maximum Land Use Yield							
Land Use		Acreage	Gross Total Square Footage	Gross Density	Max Floor Area Ratio	Maximum SF or Units	Theoretical Max Devt
Existing	County Urban Medium Intensity (UMI) (Non-Residential Allowance)	1.03	50,000		0.5	50,000	Retail/Commercial
	County Urban Medium Intensity (UMI) (SFDU Residential Allowance)	2	87,120	8 units per acre		16	Single Family Residential
	TOTAL Acreage	3.03					
Proposed	City Highway Commercial	3.03	131,987		1	131,987	Retail/Commercial

The Applicant is requesting the annexation of all three parcels into the City of DeLand (AN22-244) and rezoning from County Urban Single Family Residential (R-4) and General Commercial (B-4) to City General Commercial (C-2) (Z22-248).

CHRONOLOGY OF PAST EVENTS: The land use of the subject property has not recently been changed. According to the city's 2050 Vision, this area is within and on the southern boundary of the Urban Core (Category 2), which is where the majority of newer, higher intensity growth is envisioned to take place. The focus is on development and also maintaining a strong job base and utilizing existing infrastructure. Taylor Road serves as a demarcation line with the Urban Core/Category 2, residing north of Taylor Road, and Category 1, residing south of Taylor Road. Category 1's vision is to retain existing zoning classifications.

D. 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):

Existing City infrastructure and service availability were analyzed as part of this review:

- The City's Utilities Department confirmed that the closest water main is located on the north side of Taylor Road under the sidewalk and the closest sewer main is located on the north side of Taylor Road at the lift station. Water and sewer capacity availability would depend on the potential future development's use and demand. As with all development, the developer would be required to meet concurrency requirements during the final site plan phase.
- The City is able to provide an adequate Police level-of-service. The Police Department stated that the appropriate police patrol zone will be determined for the properties; however, emergency response time and travel distance data had not been provided as of the time of this report.
- The City is able to provide an adequate Fire/Rescue level-of-service. The Fire Department confirmed that fire protection service is available with an estimated response time of 5 minutes or less.
- The change in designation will not generate a new demand for recreation.

Existing City/County/State infrastructure and service availability was also analyzed as part of this review:

- Volusia County provides a sanitary landfill for the disposal of solid waste. The county's landfill has adequate capacity at this time.
- A Trip Generation Summary was submitted by the applicant, which showed that the existing land use, under the theoretical maximum development scenario ("worst case"), would generate 2018 daily, 91 AM peak-hour, and 241 PM peak-hour trips. The report compared the existing to the proposed land use development scenario, under the same theoretical maximum conditions, stated the proposed land use would generate 1650 daily,

72 AM peak-hour, and 200 PM peak-hour trips. The summary also stated that the adoption of the proposed land use amendment would result in a net trip decrease; however, staff's computations vary from the applicant's as shown on page 6. Regardless, during the final site plan review phase, the developer would be required to meet concurrency requirements and provide a TIA approval if the project(s) generates 1,000 or more average daily trips.

Outside agency coordination was analyzed as part of this review:

- The County of Volusia Growth and Resource Management confirmed that none of the properties had been involved in code enforcement actions.
- Since access to the city's water and sewer mains exists, the Florida Health Department was not required to provide septic system and water well information.

2. Compatibility with Land Use and Other Elements: The Future Land Use element requires that the subject property be consistent with surrounding development. The general area is a mix of vacant property, commercial development and single-family residential – a large majority of which has commercial land use and zoning. An analysis of the proposed land uses is discussed below:

- North and west of parcel #7020-00-00-0820 resides the Santa Cruz Planned Development, which was envisioned as a mixed-use development and is comprised of retail/commercial adjacent to Taylor Road and 63 single-family residential north of the retail/commercial portion. With the exception of corner lots, residential lots have a consistent lot width of +/- 50-ft. With required landscape buffers between the residential and respective parcel, Highway Commercial land use designation would be compatible with this development.
- Directly east of parcel #7020-00-00-0820 and immediately north of parcels #7020-00-00-0860 and #7020-00-00-0800 are two single-family residential homes that have County UMI land use and R-4 zoning. Lot widths are approximately 180-185-ft and acreage is approximately 0.80. The land use amendment would not be compatible with these two properties, which reside on the south side of Gail Court.
- West, south, and east of the three subject parcels are various properties that are vacant, civic (West Volusia Shrine Club), or residential uses, but also have commercial land use designations. Highway Commercial land use designation would be compatible with these areas.

The Highway Commercial land use designation is consistent with the city's 2050 Vision Plan. Per the 2050 Vision Plan, the parcels reside in the Urban Core (Category 2) section, where new, higher intensity development is envisioned. Approximately 0.25 miles to the east is US 17-92/Woodland Blvd, which resides in Transit Oriented Development Corridor (Category 3) and is envisioned to have high densities and mixed uses that support transit-oriented development.

3. Future Land Use Map: The change in land use designation to Highway Commercial will be shown on the revised Future Land Use Map, if approved.

4. Location of Lakes, Floodplains, and Wetlands: According to Volusia County's interactive map, the property is located outside of the 100-year floodplain and does not contain any 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; however, the applicant will be required to submit an environmental report prior to construction.

6. Existing and Future Impact upon Infrastructure Capacity:

- a. *Water* – The City’s Utility Department indicates sufficient water supply is available for the proposed use. The closest water main is located on the north side of Taylor Road under the sidewalk. Water capacity availability would depend on the potential future development’s use and demand. As with all development, the developer would be required to meet concurrency requirements during the final site plan phase.
- b. *Sewer* – The City’s Utility Department has indicated sufficient existing capacity. The closest sewer main is located on the north side of Taylor Road at the lift station. Sewer capacity availability would depend on the potential future development’s use and demand. As with all development, the developer would be required to meet concurrency requirements during the final site plan phase.
- c. *Drainage* – The City adheres to the County’s 100-year frequency, 24-hour storm event standard for landlocked basins. Stormwater capture would be addressed on-site.
- d. *Solid Waste* – Solid waste services are available for the property.
- e. *Transportation* – In order to estimate traffic generation by development on the subject property, staff must make theoretical projections based on the **most intense** uses that are allowed under the existing future land use designation versus the proposed future land use designation.
 - Existing VC UMI: Staff estimates that development of the 3.023 acres of property, under the existing land use designation’s **maximum intensity** of 50,000-square feet of retail/shopping and 16 single-family residential units (See Table 1), could generate 3,269 average daily trips per day and 313 average PM peak-hour trips at build-out, according to the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th Edition*. However, considering the smaller size and land development regulation requirements that would impact the development size, staff estimates that the site could potentially build-out at a maximum of 35% lot coverage. See Table 2 below.
 - Proposed City HC: Staff estimates that development of the 3.023 acres of property, under the proposed land use designation’s **maximum density** of 131,987-square feet of retail/commercial, could generate 8,231 average daily trips and 787 average PM peak-hour trips at build-out, according to *ITE Trip Generation, 11th Edition*. However, like the existing scenario above, staff considered the smaller size and land development regulation requirements that would impact the amount of development able to occur, staff estimates that the site could potentially build-out at a maximum of 35% lot coverage. Considering

the realistic maximum development scenario, both the existing and proposed would be able to develop 46,195.4-square-feet of retail/commercial, with Shopping Plaza being the highest trip generator. Hence, no trip increase would occur as a result of the land use amendment. See Table 2 below.

Trip Generation Analysis - Land Use Amendment								
Land Use		Acreage	Gross Total Square Footage	Lot Coverage, FAR, Impervious Surface Area**	Maximum SF or Units**	Theoretical Max Land Use*	PM Peak Hour Trip Generation	Daily Trip Generation
Existing	County Urban Medium Intensity (UMI) (Non-Residential Allowance)**	3.03	131,987	0.35	46,195.4	Shopping Plaza	171	2059
Proposed	City Highway (Combined Parcels**)	3.03	131,987	0.35	46,195.4	Shopping Plaza	171	2059
Net Trip Impact							0	0
*Per latest edition of ITE Trip Generation Manual								
ITE #821 Shopping Plaza (40K-150KSF), 5.19 PM Peak Hour Trips per 1000 SF. 67.52 daily trips per 1000 SF. 34% Pass-By Capture Rate Applied.								
ITE #201 Single Family Residential: 0.94 PM Peak Hour Trips per unit. 9.43 daily trips per unit.								
** County FAR is .50 and city FAR is 1.0. Due to small lot sizes and combined property size, the maximum density was reduced to 35% lot coverage to produce a more realistic analysis.								
***Lots that are contiguous and have the same ownership are analyzed as one parcel.								

The roadways within a 2-mile radius of the site operate within the adopted level-of-service (LOS) with the exception of the following segments:

- US 17-92 between Beresford Ave and Euclid Ave
- US 17-92 between SR 44 and Plymouth Ave
- Orange Camp Road between US 17-92 and Princeton Drive

If the property were to develop, any commercial/retail/service uses would be anticipated to service the proposed amendment's residential population – generally west of Woodland Blvd/US 17-92. Trip impacts to either of the 3 segments would not be direct or significant. The developer would be required to provide a TIA and meet transportation concurrency during the final site plan phase.

- f. **Fire/Rescue Service** - The Fire Department states that adequate fire protection can be provided and response time is under 5 minutes.
- g. **Police Service** - The Police Department states that adequate police protection can be provided and response time is approximately 5 minutes.
7. **Impact upon Recreation and Open Space:** No need for new recreational facilities is anticipated.
8. **New Public Facilities Needed to Serve Land Use:** No need for new public facilities is anticipated.
9. **Impact Upon Existing Deficiencies:**
 - As identified in the City's Comprehensive Plan, drainage is an existing deficiency within the City. Any development on this site will be required to manage its own stormwater.

- Per staff's transportation analysis above (Table 2), no additional trip impacts are anticipated to occur on the existing or future transportation network; however, the site developed under either land use designation could potentially impact the roadway capacity deficiencies on segments of US 17-92 and Orange Camp Road. Potential mitigation could be required through the concurrency evaluation that occurs during the final site plan phase.

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.

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.

12. Compatibility with Existing Zoning Classification: The existing zoning classification will be amended only if the subject land use amendment is approved and the classification is permitted by the new land use designation.

13. Will the proposed land use change impact schools? No impacts to schools are anticipated with the non-residential uses. In the case that multifamily is developed, the Volusia County School Board must review the applicant's concurrency application and issue a finding of adequate school capacity for this project.

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 (Category 2) – where the majority of the new, higher intensity growth will take place. – *Consistent*

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.” Highway Commercial –*Consistent*

E. CONCLUSION: The Applicant is proposing an amendment to the future land use map with a concurrent rezoning application to amend the zoning to General Commercial. Development plans for the property are unknown at the time of this staff report. The proposed designation is consistent with the development pattern of the surrounding area.

F. STAFF RECOMMENDATION: Staff recommends approval to amending the subject property's future land use designation to Highway Commercial.

G. 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. Transportation
2. Sanitary Sewer
3. Potable Water
4. Solid Waste
5. Stormwater Drainage
6. Recreation
7. Schools

Table 4. Impact Analysis (Theoretical Maximum)

Development Variable	Future Land Use	Proposed Future Land Use	Net Change
	(Theoretical Maximum)		
Dwelling Units	0	0	-16
Non-residential (Commercial)	46,195.4 SF	46,195.4 SF	0
1. Population	39	0	-41
2. P.M. Peak Hour Trips/Daily Trips	171/2,059	171/2,059	0 / 0
3. Sanitary Sewer (gallons per day)	3,200 Res./5000 Com.	13,199 Com.	-3,200 Res./+8199 Com.
4. Potable Water (gallons per day)	4,800 Res./5000 Com.	13,199 Com.	-4,800 Res./+8199 Com.
5. Solid Waste (pounds per person)	133 Res./500 Com.	0 Res./1,320 Com.	-133 Res./+820 Com.
6. Stormwater Drainage	TBD	TBD	TBD
7. Rec. & Open Space (per person)	.29 Res./0 Com.	0 Res./0 Com.	+0.29 Res./0 Com.

Notes:

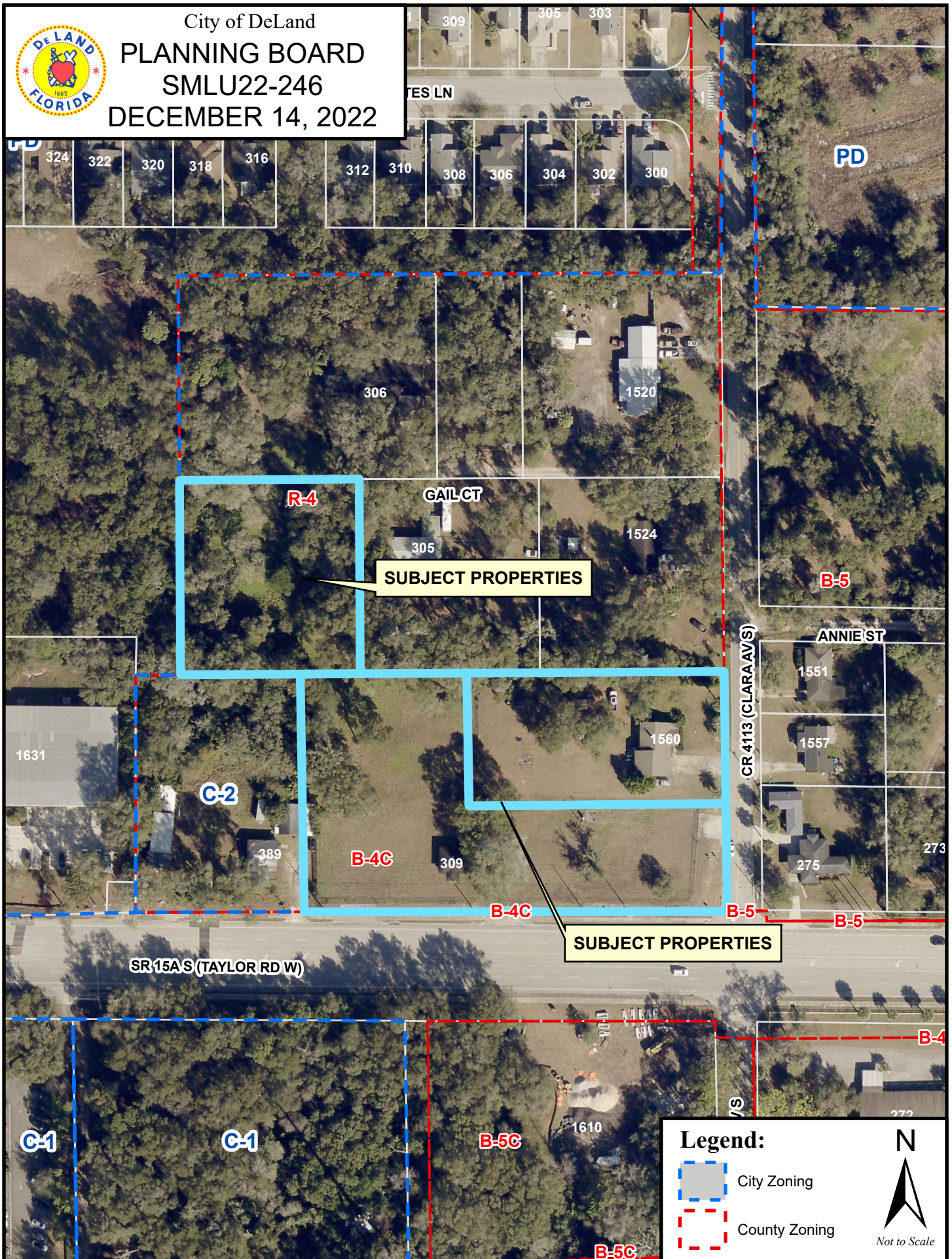
1. Population: 2.44 persons per household (per 2020 Census)
2. Transportation: ITE *Trip Generation Manual*, 11th Edition:
(Commercial.): Shopping Plaza w/34% pass-by reduction applied (ITE Code #821)
5.19 PM peak-hour trips per 1,000 SF; & 67.52 daily trips per 1,000 SF
3. Sanitary Sewer: 200 GPD per Equivalent Residential Unit; 0.10 GPD per SF commercial use
4. Potable Water: 300 GPD per Equivalent Residential Unit; 0.10 GPD per SF commercial use
5. Solid Waste: 3.21 pounds per person per day; 10 lbs. per 1,000 SF non-residential development per day
6. Stormwater Drainage: LOS standard = 25-year, 24-hour event. Drainage system is required to be designed to meet the requirements of the Land Development Code during subdivision or site plan review.
7. Rec. & Open Space: 7 acres per 1,000 persons (0.007 acres/person)

The proposed amendment results in increased impacts to the following public infrastructure and services based on the theoretical maximum impact analysis: Potable water gallons per day and Solid Waste pounds per day. Decreased impacts would occur in the following areas: Population, Sanitary Sewer and Recreation/Open Space.

L:\COMMDEV\PLANNING\SR\2022\SR-SMLU22-246 309 W. Taylor

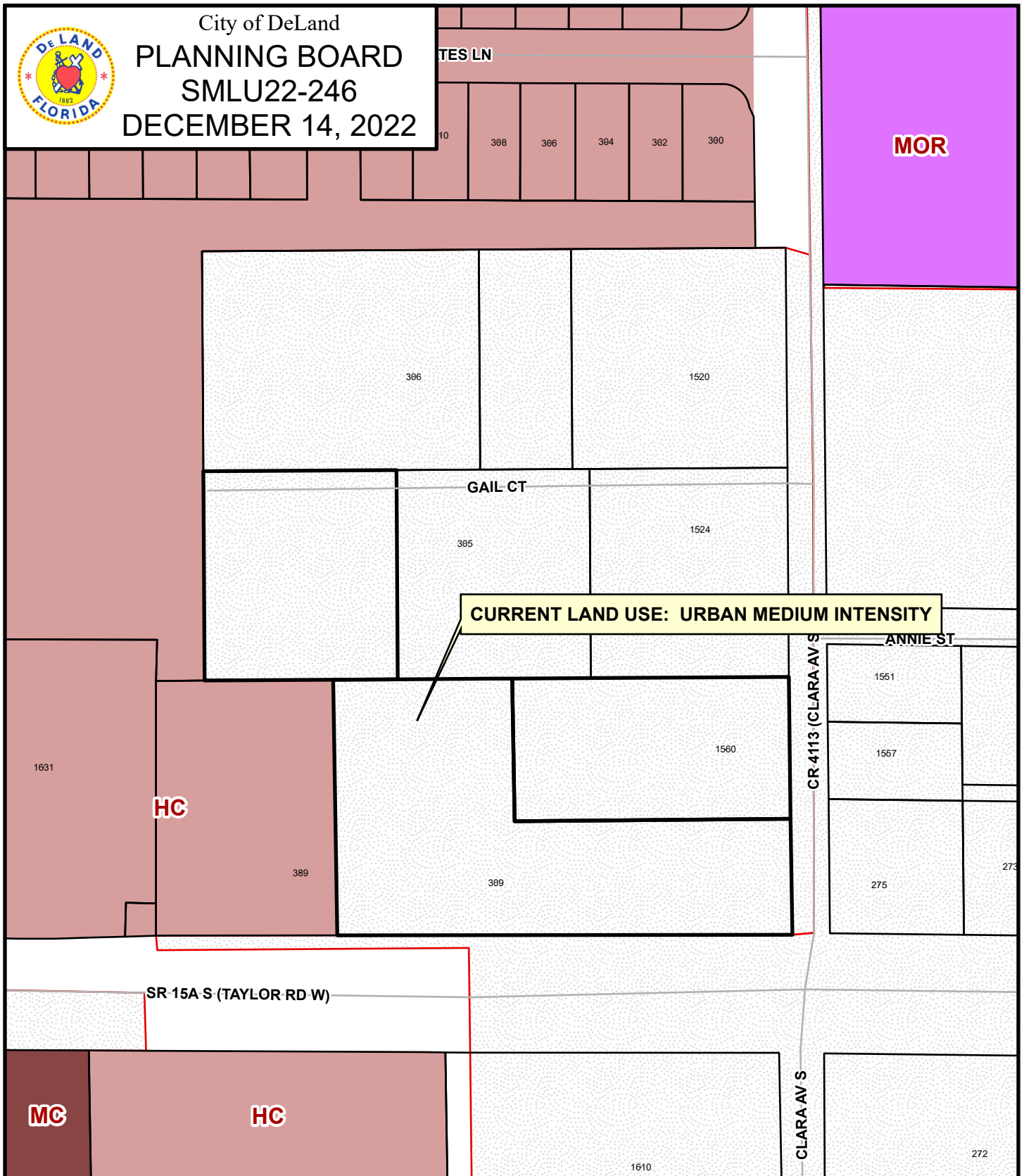


City of DeLand
PLANNING BOARD
SMLU22-246
DECEMBER 14, 2022





City of DeLand
PLANNING BOARD
SMLU22-246
DECEMBER 14, 2022



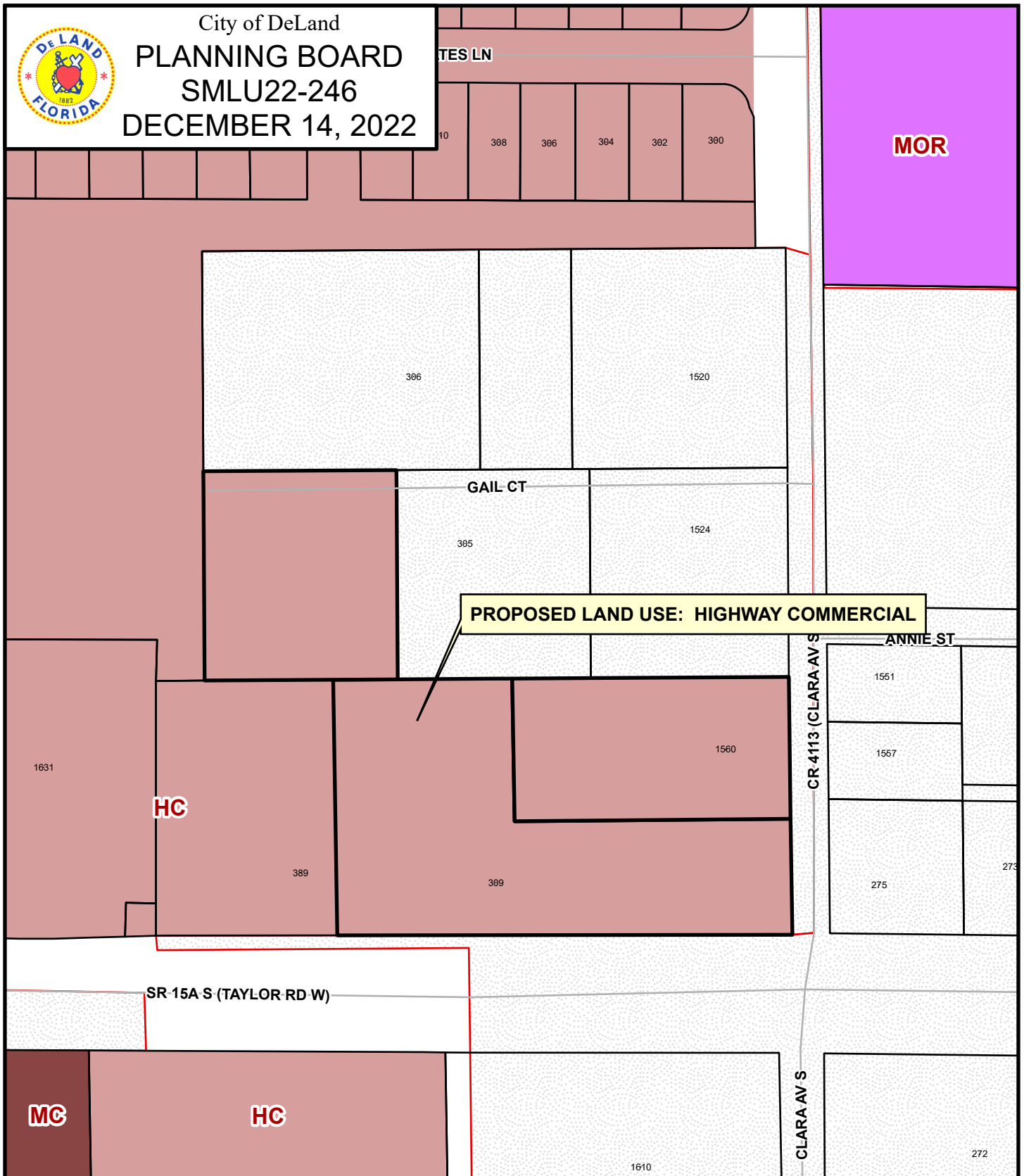
DeLand Future Land Use:

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
SMLU22-246
DECEMBER 14, 2022



DeLand Future Land Use:

Agricultural Conservation	Educational	Downtown Commercial	New Community Development
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City of DeLand
PLANNING BOARD
SMLU22-246
DECEMBER 14, 2022

HERITAGE ESTATES LN

Woodland Towers
PD

366

1520

R-4

GAIL CT

365

1524

SUBJECT PROPERTIES

B-5

ANNIE ST

1561

1557

275

1631

C-2

389

B-4C

309

B-5

B-5

SR 15A S (TAYLOR RD W)

SUBJECT PROPERTIES

B-4C

C-1

C-1

B-5C

1610

B-5C

272

Legend:



City Zoning



County Zoning



Not to Scale

LEGAL DESCRIPTION:

(OR 6848 PG 1001)

PARCEL 1:

A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY (20), TOWNSHIP SEVENTEEN (17) SOUTH, RANGE THIRTY (30) EAST, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION TWENTY (20); RUN THENCE WEST ALONG SOUTH LINE OF SAID SECTION A DISTANCE OF TWO HUNDRED FIFTY-NINE (259) FEET TO A POINT; RUN THENCE NORTH AND PARALLEL WITH THE EAST LINE OF SAID SECTION A DISTANCE OF ONE HUNDRED THIRTY-FIVE AND NINE-TENTHS (135.9) FEET TO A POINT; RUN THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION A DISTANCE OF TWO HUNDRED FIFTY-NINE (259) FEET TO A POINT IN THE EAST LINE OF SAID SECTION; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION TO THE PLACE OF BEGINNING, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND (OR 6848 PG 1001)

PARCEL 2:

A PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 30 EAST, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 20, 259 FEET WEST OF THE SOUTHEAST (SE) CORNER OF SAID SECTION 20; THENCE WEST ALONG THE SOUTH LINE OF SECTION, A DISTANCE OF 163 FEET TO A POINT; THENCE NORTH AND PARALLEL WITH EAST LINE OF SAID SECTION, A DISTANCE OF 268 FEET TO A POINT; THENCE EAST A DISTANCE OF 163 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION TO A POINT; THENCE SOUTH AND PARALLEL WITH THE EAST LINE OF SAID SECTION A DISTANCE OF 268 FEET TO THE POINT OF BEGINNING IN THE SOUTH LINE OF SAID SECTION, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SEC 20, TWP 17S, RNG 30E. AS BEING A BEARING OF "WEST" (DEED).

THE FLOODPLAIN BOUNDARY, IF SHOWN HEREON, WAS SCALED FROM A LARGE SCALE FEMA FLOOD INSURANCE MAP AND AS SUCH HAS AN INHERENT ERROR OF 10% OF THE FEMA MAP SCALE.

UNDERGROUND UTILITIES AND FOUNDATION MAY EXIST AND HAVE NOT BEEN LOCATED, EXCEPT AS SHOWN.

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND THAT IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE (MINIMUM TECHNICAL STANDARDS) AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, OF THE FLORIDA ADMINISTRATIVE CODE, SECTION 472.027, FLORIDA STATUTES.

FND RR-SPIKE
"NO ID"
SW CORNER OF THE SE 1/4
OF SEC 20, TWP 17S, RNG
30E.

66' ASPHALT PAVEMENT

2' CURB &
GUTTER

CONC MEDIAN

W. TAYLOR ROAD (FIELD)
SR 15-A SPRING GARDEN AVENUE

NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL OF
A FLORIDA LICENSED SURVEYOR
AND MAPPER.

BLACKWELL & ASSOCIATES
LAND SURVEYORS, INC. (LB #2791)

BY: *Robert R. Evers*
ROBERT R. EVERS, PSM
FLORIDA CERTIFICATE No. 5675

NOTE:

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BLACKWELL & ASSOCIATES
LAND SURVEYORS, INC

WWW.BLACKWELLSURVEYING.COM
995 W. VOLUSIA AVE. * DELAND, FL. * PH: (386)-734-8050

BOUNDARY SURVEY CERTIFIED TO:

DENNISON LAW & TITLE
FIDELITY NATIONAL TITLE INSURANCE CO.
AMERICAN LAND TITLE ASSOCIATION
COMMITMENT FOR TITLE INSURANCE

SYMBOLS :

- = REBAR FOUND (SIZE SHOWN HEREON)
- = 1/2" REBAR & CAP SET
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- = CONCRETE MONUMENT FOUND (SIZE SHOWN HEREON)
- = R.L.S. DISC/NAIL FOUND (SIZE SHOWN HEREON)
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- = IRON PIPE FOUND (SIZE SHOWN HEREON)
- = RAILROAD SPIKE FOUND
- = BOLT FOUND (SIZE SHOWN HEREON)
- = P/K NAIL FOUND

DATE : 12/13/21
W.O. No. 11-642-21
DRAWN BY : JT
FIELD BOOK : 748-67
CADD FILE / FILE No. : 11-642-21 M-

ABBREVIATIONS
A=Arc Length
AC=Acre
A/O=Air Conditioning Unit
ASP=Asphalt
BFP=Back Flow Preventer
BLDG=Building
BLK=Block
BM=Benchmark
BLM=Benchmark
(CALC)=Computed Data
CATV=Cable TV Service
CB=Catch Basin
CB=Chord Bearing
CHD=Chord Distance
CLF=Chain Link Fence
CMP=Corrugated Metal Pipe
CONC=Concrete
COR=Corner
CUP=Concrete Utility Pole
(D)=Deed call
DRA=Drainage Retention Area
ELEC=E-Electric
ELEV of EL=Elevation
ESMT=Easement
FND=Found
CATV=Cable TV Service
CB=Catch Basin
CB=Chord Bearing
CHD=Chord Distance
CLF=Chain Link Fence
CMP=Corrugated Metal Pipe
F=Field Wire Fence
F/W=Field Wire Fence
GA=Guy Anchor
GL=Government Lot
GLD=Government Land Office
HDW=Headwall
ID=Identification
INV=Invert Elevation
IP=Iron Pipe
IR=Iron Rod
IRC=Iron Rod & Cap
L=Arc Length
LB=Licensed Business
LS=Registered Land Surveyor
MB=Map Book
MH=Manhole
MON=Monument
N&C=Nail & Cap
NO ID=No Identification
OR=Official Records Book
O/L=Overhead
(P)=Plat
PC=Point of Curvature
POC=Point of Compound Curvature
PG=Page
PI=Point of Intersection
POB=Point of Beginning
POC=Point of Commencement
POC=Point on the Curve
POL=Point on Line
PRC=Point of Reverse Curve
TB=Tangent Bearing
TEL or T=Telephone Service
TWP=Township
U/L=Underground
UP=Utility Pole
WDF=Wood Fence
WPF=Wood Privacy Fence
WM=Water Meter
W/M=Water Main
WSL=Water Service Line
W/With
WC=Witness Corner
WUP=Wood Utility Pole

LEGAL DESCRIPTION:

(OR 6848 PG 1001)
PARCEL 3:
THE WEST 180 FEET OF THE SOUTH 195 FEET OF THE NORTH 400 FEET
OF THE EAST 544.5 FEET OF THE* SOUTHEAST ONE-QUARTER (SE 1/4)
OF THE SOUTHEAST ONE-QUARTER (SE 1/4), SECTION 20, TOWNSHIP 17
SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

*SHOULD READ: "THE SOUTH 1/2 OF THE" SOUTHEAST ONE-QUARTER
(SE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4)

EAST LINE OF
SANTA CRUZ
SUBDIVISION
MB 45, PGS 157-158

NOTES:

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SURVEYORS AND MAPPERS IN CHAPTER 5J-17, OF
THE FLORIDA ADMINISTRATIVE CODE, SECTION
472.027, FLORIDA STATUTES.

ABBREVIATIONS

A=Arc Length	COR=Concrete	F/WF=Field Wire Fence	N&C=Nail & Cap	POL=Point on Line	TB=Tangent Bearing
AC=Acres	COR=Corner	GA=Guy Anchor	NO ID=No Identification	PRC=Point of Reverse Curve	TEL or T=Telephone Service
A/C=Air Conditioning Unit	CUP=Concrete Utility Pole	GL=Government Lot	OR=Official Records Book	PRM=Permanent Reference Mon.	TWP=Township
ASPW=Asphalt	(D)=Deed call	GL=Government Land Office	OJ=Overhead	PT=Point of Tangency	UJ=Underground
BFP=Back Flow Preventer	DRA=Drainage Retention Area	HDW=Headwall	(P)=Plot	PVC=Poly Vinyl Chloride	UP=Utility Pole
BLD=Building	ELEC or E=Electric	ID=Identification	PC=Point of Curvature	PVMT=Pavement	WDF=Wood Fence
BLK=Block	ELEV or EL=Elevation	INV=Invert Elevation	PCC=Point of Compound Curvature	R=Radius or Radial Line	WPF=Wood Privacy Fence
BM=Benchmark	ESMT=Easement	IP=Iron Pipe	PG=Page	RCP=Reinforced Conc. Pipe	WM=Water Meter
CALC=Computed Data	FDC=Found	IR=Iron Rod	PI=Point of Intersection	RCC=Recovered	WSL=Water Service Line
CATV=Cable TV Service	FDC=Fiber Optic Cable	IR=Iron Rod & Cap	POB=Point of Beginning	RNG=Range	W/With
C/B=Catch Basin	FF=Finish Floor Elev.	L=Arc Length	POC=Point of Commencement	RNS=Railroad Spike	WC=Witness Corner
CB=Chord Bearing	FI=Fire Hydrant	LS=Licensed Business	POC=Point on the Curve	R/W=Right of Way	WUP=Wood Utility Pole
CID=Chord Distance	FR=Frame Construction	LS=Registered Land Surveyor	POL=Point on Line	SEC=Section	
CLF=Chain Link Fence	FR=Frame Construction	MB=Map Book	PRC=Point of Reverse Curve	SANI=Sanitary Sewer	
CMP=Corrugated Metal Pipe	F/WF=Field Wire Fence	MH=Manhole	T=Tangent	SD=Storm Sewer	
		MON=Monument			

PARCEL 3
VACANT
35,095± SQ.FT.

W. TAYLOR ROAD (FIELD)
SR 15-A SPRING GARDEN AVENUE

NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL OF
A FLORIDA LICENSED SURVEYOR
AND MAPPER.

BLACKWELL & ASSOCIATES
LAND SURVEYORS, INC. (LB #2791)

BY: *Robert R. Evers*
ROBERT R. EVERS, PSM
FLORIDA CERTIFICATE No. 5675

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AMERICAN LAND TITLE ASSOCIATION
COMMITMENT FOR TITLE INSURANCE

FLOOD CERTIFICATION:

(Per map dated February 19, 2014)
This is to certify that I have consulted the
Federal Insurance Flood Hazard Boundary Map
and found the ABOVE named Property IS NOT
located in a special flood hazard area,
according to Community Panel Map No.
12127C-0470-H Map Panel 470 of 930, Zone
"X".

SYMBOLS :

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DATE :	12/12/21
W.O. No.	11-643-21
DRAWN BY :	JT
FIELD BOOK :	748-67
CADD FILE / FILE No. :	11-643-21 M-

LEGAL DESCRIPTION:

(OR 3847 PG 0138)
A PORTION OF THE SE 1/4 OF THE SE 1/4 OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID SECTION, RUN THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 259 FEET TO A POINT; RUN THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID SECTION A DISTANCE OF 135.9 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING RUN THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID SECTION A DISTANCE OF 133 FEET; RUN THENCE EASTERLY TO A POINT IN THE EAST LINE OF SAID SECTION WHICH IS 271.8 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 135.9 FEET TO A POINT; THENCE WESTERLY AND PARALLEL TO THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING, VOLUSIA COUNTY, FLORIDA.

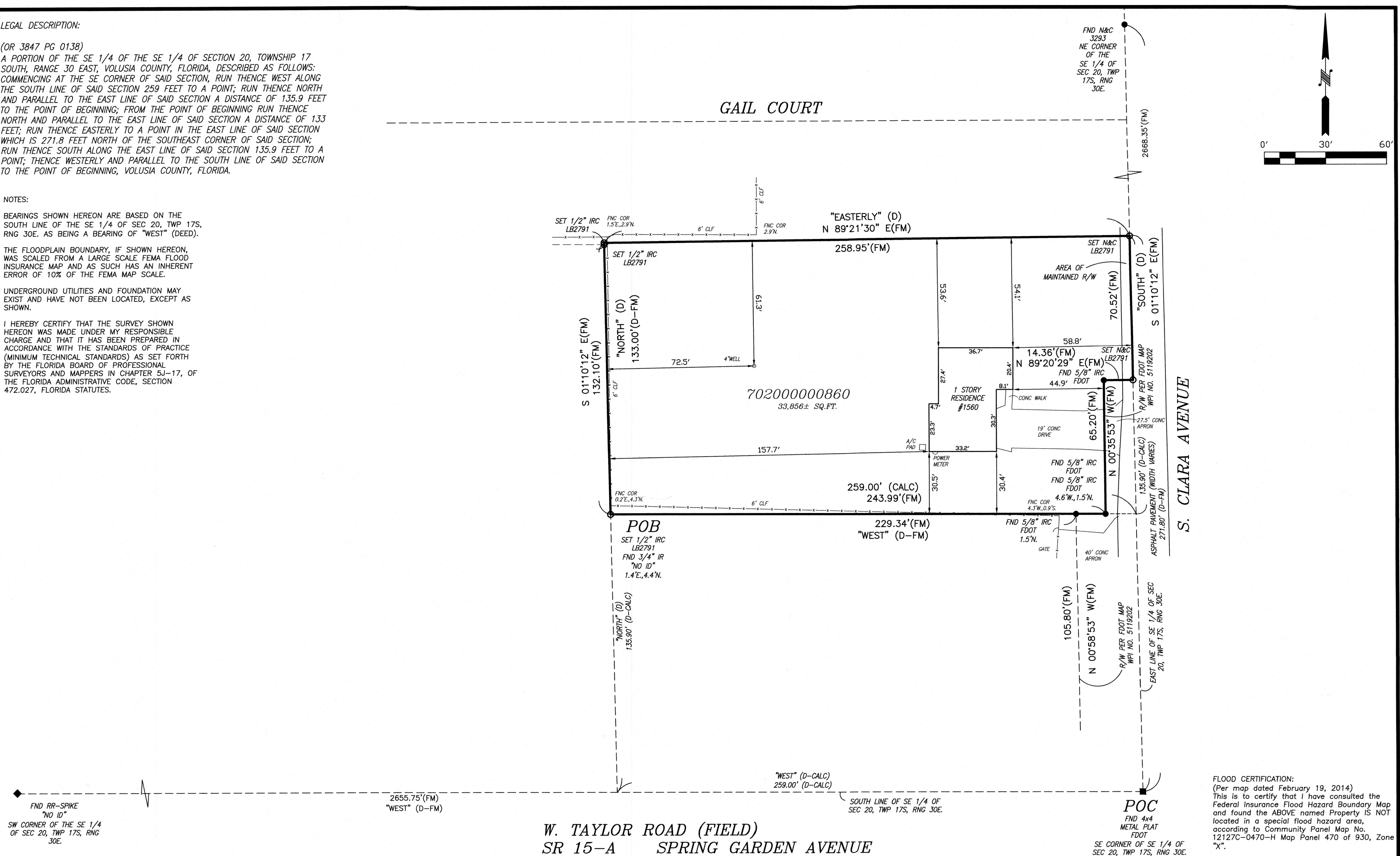
NOTES:

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FLOOD CERTIFICATION:
(Per map dated February 19, 2014)
This is to certify that I have consulted the Federal Insurance Flood Hazard Boundary Map and found the ABOVE named Property IS NOT located in a special flood hazard area, according to Community Panel Map No. 12127C-0470-H Map Panel 470 of 930, Zone "X".

ABBREVIATIONS			
A=Arc Length AC=Acre A/C=Air Conditioning Unit ASPH=Asphalt BFP=Back Flow Preventer BLD=Building BLK=Block BM=Benchmark CALC=Computed Data CATV=Cable TV Service C/B=Catch Basin CB=Chord Bearing C/D=Chord Distance CLF=Chain Link Fence CMP=Corrugated Metal Pipe	CONC=Concrete COR=Corner CU=Concrete Utility Pole DRA=Drainage Retention Area ELEC or E=Electric ELEV of EL=Elevation ESMT=Easement FND=Found FOD=Fiber Optic Cable FF=Finish Floor Elev. FH=Fire Hydrant FM=Field Measured FR=Frame Construction F/WF=Field Wire Fence	F/WF=Field Wire Fence GA=Guy Anchor GL=Government Lot GLG=Government Land Office HDW=Headwall ID=Identification INV=Invert Elevation IP=Iron Pipe IR=Iron Rod IRC=Iron Rod & Cap L=Arc Length LB=Licensed Business LS=Registered Land Surveyor MB=Map Book MH=Manhole MON=Monument	N&C=Nail & Cap NO ID=No Identification OR=Official Records Book O/L=Overhead (P)=Plot PC=Point of Curvature PCC=Point of Compound Curvature PG=Page PI=Point of Intersection POB=Point of Beginning POC=Point of Commencement POL=Point on Line PRC=Point of Reverse Curve P/R=Right of Way REC=Recovered RNG=Range RRS=Railroad Spike R/W=Right of Way SEC=Section SANI=Sanitary Sewer SD=Storm Sewer T=Tangent

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BLACKWELL & ASSOCIATES
LAND SURVEYORS, INC. (LB #2791)

BY: *Robert R. Evers*

ROBERT R. EVERS, PSM
FLORIDA CERTIFICATE No. 5675

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○ = IRON PIPE FOUND (SIZE SHOWN HEREON)
◆ = RAILROAD SPIKE FOUND
● = BOLT FOUND (SIZE SHOWN HEREON)
● = P/K NAIL FOUND

DATE : 12/13/21
W.O. No. 11-644-21
DRAWN BY : JT
FIELD BOOK : 748-67
CADD FILE / FILE No. : 11-644-21 M-

CITY OF DELAND
Request for Commission Action
May 1, 2023

SUBJECT: Second Reading of Ordinance No. 2023-08, Changing the Zoning for 3.023 Acres of Property, Located at 309 West Taylor Road, from Volusia County Commercial (B-4) and Urban Single-Family Residential (R-4) to City of DeLand General Commercial (C-2).

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Deputy Planning Director

ATTACHMENTS: ORD-2023-08 , Exhibit A Legal Descriptions, Staff Report, Zoning and Location Map, Aerial Map, Survey 702000000800, Survey 702000000820, Survey 702000000860

APPROVED BY: Michael Pleus, City Manager, April 25, 2023

SUMMARY/HIGHLIGHT:

The applicant, George Dennison, attorney for the owner, is requesting to amend the zoning classification of the subject properties from Volusia County Commercial (B-4) and Urban Single-Family Residential (R-4) to City General Commercial (C-2). The subject property, which is comprised of 3 contiguous parcels, is approximately 3.023-acres and located at the northwest quadrant of W. Taylor Road (SR 15A)/S. Clara Avenue intersection. To the north and west of parcel number 7020-00-00-0820 resides the Santa Cruz Planned Development, which was envisioned as a mixed-use development and is comprised of retail and commercial adjacent to Taylor Road and 63 single-family residential north of the retail and commercial portion. It has Highway Commercial Land use designation. With the exception of corner lots, residential lots have a consistent lot width of approximately 50 feet. Directly east of parcel number 7020-00-00-0820 and immediately north of parcels number 7020-00-00-0860 and number 7020-00-00-0800 are two single-family residential homes that have County UMI land use and R-4 zoning. Lot widths are approximately 180-185-ft and acreage is approximately 0.80. West, south, and east of the three subject parcels are various properties that are vacant or have civic (West Volusia Shrine Club) or residential uses, but have commercial future land use designations. Immediately to the east of parcels number 7020-00-00-0860 and 7020-00-00-0800 is S. Clara Ave right-of-way. At the December 14, 2022 meeting, the Planning Board recommended approval of the zoning amendment by a vote of 7-0 with no conditions. At the February 6, 2023 meeting, no public comments were made and the City Commission approved the zoning amendment, by a vote of 5-0, on first reading and delaying second reading pending Volusia Growth Management Commission (VGMC) certification of the land use amendment. VGMC issued its certification on March 16, 2023.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

As outlined in the city's strategic plan under **Strategic Focus Area: Preparing for the Future/Sustainability-**

Strategic Context: Recognizing that the City itself is dynamic and that extensive changes will occur in the region in the near- and long-term future, it is important that there be a strategic focus on the future.

As the city continues to respond to the need for additional housing units by approving residential development, the need for additional retail and services will increase. This rezoning request would be a step toward the city

trying to meet the needs of existing and future residents by permitting nearby conveniences, services, and goods.

SUSTAINABILITY:

Amending the zoning designation of this property and outlining the development parameters will permit its development for residential purposes that align with the city's development requirements and will enable the city to continue active pursuit of its vision and strategic plan.

FISCAL IMPACT:

Inclusion of the properties onto the city's tax rolls would increase funds towards city services.

RECOMMENDATION:

It is recommended that the City Commission, on second reading, approve the subject property's zoning change from Volusia County B-4 and R-4 to City C-2.

BACKGROUND/DISCUSSION:

George Dennison, Esq., Dennison Matthews, PLLC, represents the property owner, Eastover Holdings, who proposes to rezone three parcels to General Commercial (C-2). The proposed rezoning is needed to provide a compatible zoning classification under the proposed Highway Commercial future land use designation. The property adjacent to Taylor Road currently has General Commercial zoning, and the other two properties currently have Urban Single-Family Residential (R-4) zoning. A proposed annexation (AN22-244) as well as a proposed future land use amendment, which would change the designation from Volusia County Urban Medium Intensity to City of DeLand Highway Commercial (SMLU22-246), are companion applications to this rezoning. Therefore, this rezoning application should be reviewed in conjunction with an approved annexation and approved land use amendment, both of which are also on this City Commission agenda. The facility analysis presented in the attached staff report suggests the proposed land use would not cause any of the City's facilities to degrade below the adopted or current operational Level of Service (LOS). No development plans were shared with the city as part of either of the applications. Any development plans would be reviewed during the site plan or plat review phase.

ORDINANCE NO. 2023 - 08

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING OF THREE PARCELS OF LAND FROM VOLUSIA COUNTY'S R-4, URBAN SINGLE-FAMILY RESIDENTIAL AND VOLUSIA COUNTY'S B-4, COMMERCIAL, TO CITY OF DELAND'S C-2, GENERAL COMMERCIAL, ON PROPERTY LOCATED AT THE NORTHWEST QUADRANT OF WEST TAYLOR ROAD (15A) AND SOUTH CLARA AVENUE INTERSECTION; 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, the property located at the northwest quadrant of West Taylor Road (SR 15A) and South Clara Avenue intersection and more particularly described in the attached Exhibit "A", is currently zoned as Volusia County's R-4, Urban Single-Family Residential and Volusia County's B-4, Commercial, pursuant Volusia County's Zoning Ordinances; and

WHEREAS, the property currently has 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; and

WHEREAS, the Highway 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 R-4, Urban Single-Family Residential and Volusia County's B-4, Commercial to City of DeLand's C-2, General Commercial zoning designation, on the following described property:

See legal description attached hereto as Exhibit "A"

**Tax Parcel Identification Nos. 7020-00-00-0800;
7020-00-00-0820; and
7020-00-00-0860**

Section 2. The City Commission hereby finds that the C-2, General Commercial zoning designation is consistent with the property's 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 R-4, Urban Single-Family Residential and Volusia County's B-4, Commercial to City of DeLand's C-2, General Commercial zoning designation on the parcel 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 1st day of May, 2023.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: February 06, 2023
Adopted on second reading: May 01, 2023

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

Parcel ID's for Eastover Holdings

Ref: Z22-248; SMLUE22-246

Parcel 702000000860

HAVING AN AREA OF 33,856 SQUARE FEET, 0.777 ACRES.

LEGAL DESCRIPTION:

(OR 3847 PG 0138)

A PORTION OF THE SE 1/4 OF THE SE 1/4 OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID SECTION, RUN THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 259 FEET TO A POINT; RUN THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID SECTION A DISTANCE OF 135.9 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING RUN THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID SECTION A DISTANCE OF 133 FEET; RUN THENCE EASTERLY TO A POINT IN THE EAST LINE OF SAID SECTION WHICH IS 271.8 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 135.9 FEET TO A POINT; THENCE WESTERLY AND PARALLEL TO THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING, VOLUSIA COUNTY, FLORIDA.

Parcel 702000000820

HAVING AN AREA OF 35,095 SQUARE FEET, 0.806 ACRES.

LEGAL DESCRIPTION:

(OR 6848 PG 1001)

PARCEL 3:

THE WEST 180 FEET OF THE SOUTH 195 FEET OF THE NORTH 400 FEET OF THE EAST 544.5 FEET OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4), SECTION 20, TOWNSHIP 17 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.*

**SHOULD READ: "THE SOUTH 1/2 OF THE" SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4)*

Parcel 702000000800

HAVING AN AREA OF 62,727 SQUARE FEET, 1.44 ACRES.

LEGAL DESCRIPTION:

(OR 6848 PG 1001)

PARCEL 1:

A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY (20), TOWNSHIP SEVENTEEN (17) SOUTH, RANGE THIRTY (30) EAST, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION TWENTY (20); RUN THENCE WEST ALONG SOUTH LINE OF SAID SECTION A DISTANCE OF TWO HUNDRED FIFTY-NINE (259) FEET TO A POINT; RUN THENCE NORTH AND PARALLEL WITH THE EAST LINE OF SAID SECTION A DISTANCE OF ONE HUNDRED THIRTY-FIVE AND NINE-TENTHS (135.9) FEET TO A POINT; RUN THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION A DISTANCE OF TWO HUNDRED FIFTY-NINE (259) FEET TO A POINT IN THE EAST LINE OF SAID SECTION; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION TO THE PLACE OF BEGINNING, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND (OR 6848 PG 1001)

PARCEL 2:

A PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 30 EAST, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 20, 259 FEET WEST OF THE SOUTHEAST (SE) CORNER OF SAID SECTION 20; THENCE WEST ALONG THE SOUTH LINE OF SECTION, A DISTANCE OF 163 FEET TO A POINT; THENCE NORTH AND PARALLEL WITH EAST LINE OF SAID SECTION, A DISTANCE OF 268 FEET TO A POINT; THENCE EAST A DISTANCE OF 163 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION TO A POINT; THENCE SOUTH AND PARALLEL WITH THE EAST LINE OF SAID SECTION A DISTANCE OF 268 FEET TO THE POINT OF BEGINNING IN THE SOUTH LINE OF SAID SECTION, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

**PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD**

December 14, 2022

APPLICATION NO.: Z22-248 309 West Taylor Road

APPLICANT: George Dennison II, Esq., Dennison Matthews, PLLC

PROPERTY OWNER: Eastover Holdings, LLC

REQUEST: The applicant is requesting to amend the zoning of three (3) properties located at the northwest quadrant of West Taylor Road (SR 15A) & South Clara Ave intersection

From: Volusia County Urban Single-Family Residential (R-4)(1.59 Ac.);
Volusia County General Commercial (B-4) (1.44 Acres)

To: City General Commercial (C-2)

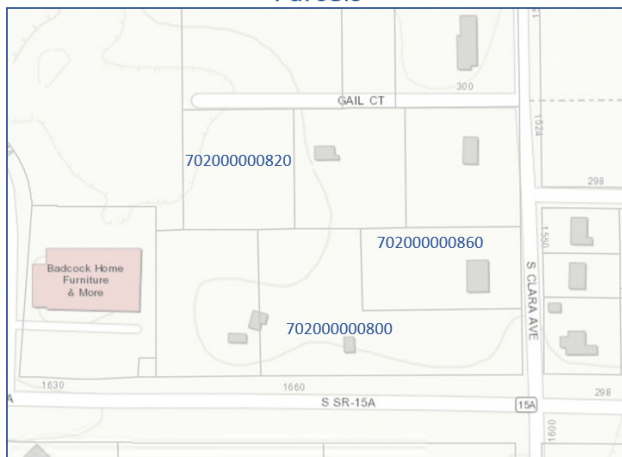
APPLICABLE REGULATIONS:

Article IV	OVERLAY AND FLOATING ZONE Sec. 33-36.04(b): Redevelopment Gateway Corridor
Article XII	ADMINISTRATION AND ENFORCEMENT Sec. 33-135 – Procedure for text amendments & rezoning.

A. SITE FACTORS:

Location:	Northwest quadrant of West Taylor Road (SR 15A) & South Clara Avenue intersection.
Parcel ID #:	7020-00-00-0800; 7020-00-00-0820; 7020-00-00-0860
Total Size Parcels:	Size: ± 3.023 acres
Land Use:	Urban Medium Intensity (UMI)
Existing Zoning:	Volusia County Urban Single-Family Residential (R-4) & General Commercial (B-4)
Existing Use:	Single-Family Residential & undeveloped

Parcels



Parcel ID Number	Acreage
702000000800	1.440
702000000820	0.806
702000000860	0.777

Surrounding Land Use & Zoning:***See Zoning Abbreviation Reference table at bottom of page.***Parcel #702000000800**

	SURROUNDING LAND USE, ZONING & USE
North:	Land Use: VC Urban Medium Intensity (UMI) Zoning: VC R-4 Use(s): Single-Family Home
South:	ROW: Taylor Road Land Use: VC Commercial; City Highway Commercial Zoning: City C-1; VC B-5 Use(s): West Volusia Shrine Club
East:	ROW: S. Clara Ave Land Use: VC UMI; VC Commercial Zoning: VC B-5 Use(s): Single-Family Home
West:	Land Use: City Highway Commercial Zoning: City C-2 Use(s): Undeveloped

Parcel #702000000820

	SURROUNDING LAND USE, ZONING & USE
North:	Private Road: (Gail Ct.); Land Use: VC Land Use: Urban Medium Intensity (UMI) Zoning: VC R-4 Use(s): Single-Family Home
South:	Land Use: VC Urban Medium Intensity (UMI); City Highway Commercial Zoning: VC B-4; City C-2 Use(s): Undeveloped
East:	Land Use: VC Urban Medium Intensity (UMI) Zoning: VC R-4 Use(s): Single-Family Home
West:	Land Use: City Highway Commercial Zoning: City Santa Cruz Planned Development Use(s): Undeveloped

Parcel #702000000860

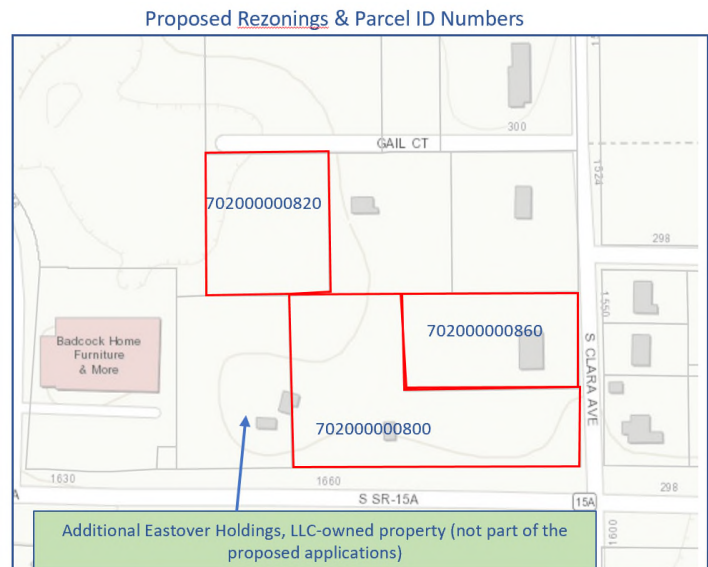
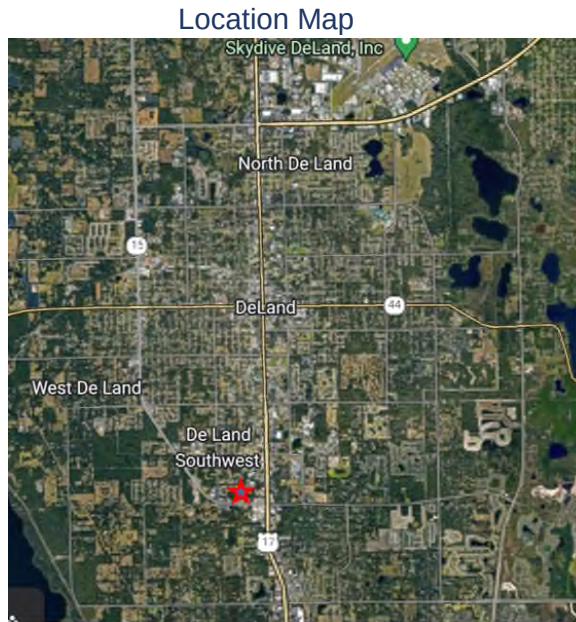
	SURROUNDING LAND USE, ZONING & USE
North:	Land Use: VC Urban Medium Intensity (UMI) Zoning: VC R-4 Use(s): Undeveloped/trees
South:	Land Use: VC Urban Medium Intensity (UMI) Zoning: VC B-4 Use(s): Undeveloped
East:	ROW: (S. Clara Ave) Land Use: VC Commercial Zoning: VC B-5 Use(s): Single-Family Home
West:	Land Use: VC Urban Medium Intensity (UMI) Zoning: VC B-4 Use(s): Undeveloped

****Zoning Reference:**

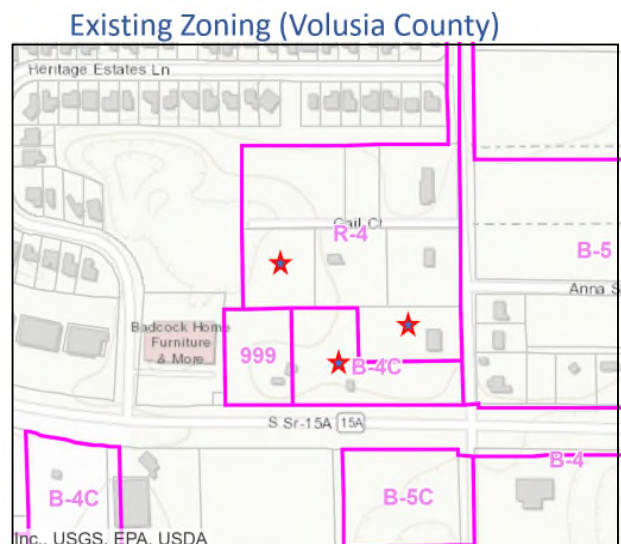
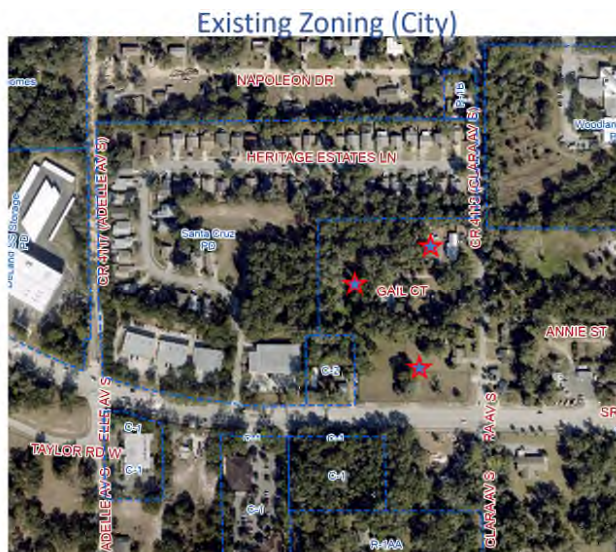
<u>Volusia County (VC)</u>	<u>City</u>
<i>R-4 (Urban Single-Family Residential)</i>	<i>C-1 (Neighborhood Commercial)</i>
<i>B-4 (General Commercial)</i>	<i>C-2 (General Commercial)</i>
<i>B-5 (Heavy Commercial)</i>	

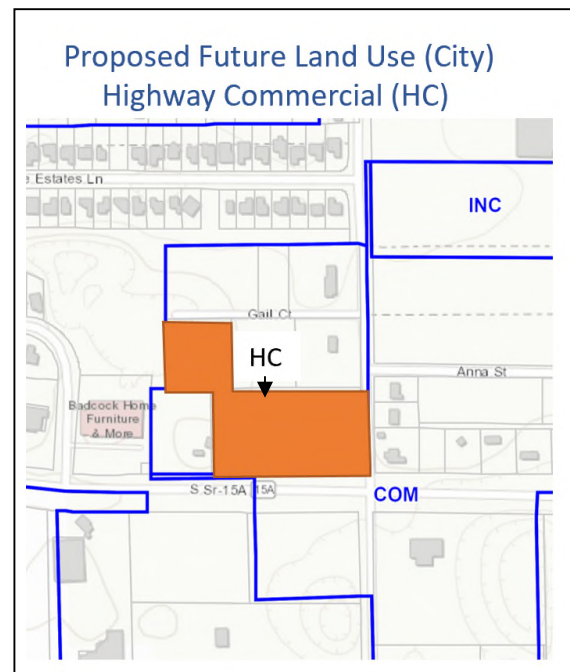
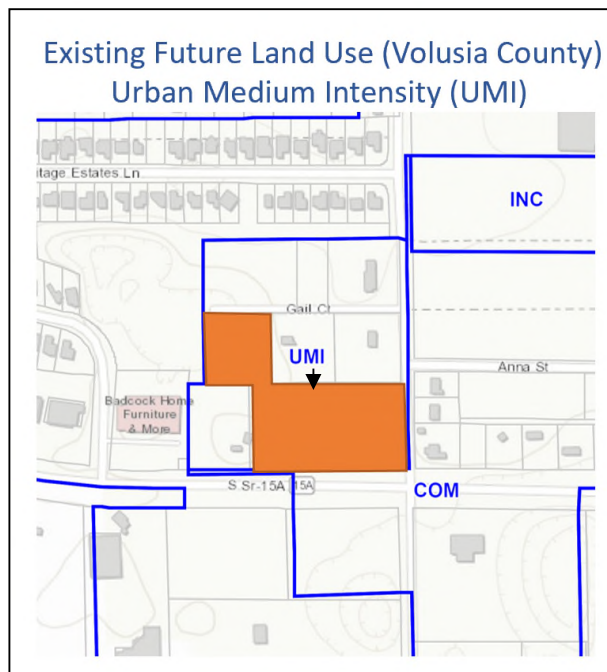
B. ANALYSIS:

The proposed rezoning application consists of three parcels that total ± 3.023 acres and are predominately located at the northwest quadrant of West Taylor Road (SR 15A)/South Clara Ave intersection. (See red star on location map.) Since a home was recently demolished on one of the parcels (7020-0-00-00-0860), all properties are currently vacant/undeveloped and are located outside of the 100-year floodplain and is clear of any wetlands. The applicant is requesting to rezone the subject property from Volusia County's R-4 and B-4 zoning classifications to the City's C-2 zoning district.



The applicant is requesting concurrent applications for annexation (AN22-244), small-scale land use amendment (SMLU22-246), and rezoning (Z22-248). Development plans associated with the respective parcels, as well as an additional contiguous property to the west that is owned by Eastover Holdings, LLC, are unknown at this time. The purpose of the amendment is to rezone the properties to General Commercial (C-2).





Section 33-135 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 existing zoning designations are described as follows:

Volusia County Code of Ordinances, Section 72-241 (Classifications) – *R-4 Urban Single-Family Residential Classification.*

Purpose and intent: “The purpose and intent of the R-4 Urban Single-Family Residential Classification is to provide medium-density residential developments, preserving the character of existing or proposed residential neighborhoods.”

Volusia County Code of Ordinances, Section 72-241 (Classifications) – *B-4 General Commercial Classification.*

Purpose and intent: “The purpose and intent of the B-4 General Commercial Classification is to encourage the development of intensive commercial areas providing a wide range of goods and services, and located adjoining at least one major collector or arterial road. The B-4 classification is intended to be applied to existing or developing strip retail areas which, because of the nature of existing development, are not appropriate for inclusion in the B-3 Shopping Center Classification.”

The proposed zoning designation is described as follows:

33-17.17. *C-2—General Commercial District.*

- (a) *Statement of intent.* “The purpose of this zoning district is to provide for the general retail and service needs of the DeLand area. The uses that are permitted will draw from a wider area than the uses allowed in the neighborhood commercial zoning district.”

The properties currently have a County Urban Medium Intensity (UMI) land use designation, which does permit up to 50,000-square-feet of neighborhood convenience (non-residential) uses along with up to eight single-family residential units per acre. Along with an application for annexation of this site into the city limits, a small-scale land use amendment, which is required to enable the proposed rezoning, is pending approval. The concurrent small-scale land use amendment proposes to change the County UMI to the City's Highway Commercial designation. This rezoning is consistent with the proposed/pending City Highway Commercial designation.

Below is a description of the three parcels' surrounding areas:

- North and west of parcel #7020-00-00-0820 resides the Santa Cruz Planned Development, which has residential and commercial PD zoning designation and was envisioned as a mixed-use development comprised of retail/commercial adjacent to Taylor Road and 63 single-family residential north of the retail/commercial portion. With the exception of corner lots, residential lots have a consistent lot width of +/-50-ft. With required landscape buffers between the residential and respective parcel, C-2 zoning would be compatible with this development.
- Directly east of parcel #7020-00-00-0820 and immediately north of parcels #7020-00-00-0860 and #7020-00-00-0800 are two single-family residential homes that have County UMI land use and R-4 zoning. Lot widths are approximately 180-185-ft and acreage is approximately 0.80-0.83 acres. The proposed zoning amendment would not be compatible with these two properties, which reside on the south side of Gail Court.
- West, south, and east of the three parcels are various properties that are vacant or have residential uses along with County B-5 and City C-1 zoning classifications. C-2 zoning classification compatible with these areas.

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

Rezoning of the property would amend the permitted uses of the properties, however, would not impact the environment or natural resources. The properties are currently undeveloped, with only grass and trees. No water bodies exist on either of the parcels.

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

The properties are undeveloped now that a residential home on one of the lots is now demolished. If the rezoning were approved, the properties could develop and/or redevelop with one or more of the permitted uses under C-2 such as, but not limited to, an office, bank, retail store, or service uses (such as dry cleaner). The rezoning action would likely have a positive impact on the economy compared to what currently exists since the properties are vacant. Additionally, the property will add more to the tax base if it developed under the proposed zoning.

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

The proposed rezoning would not negatively impact governmental services such as potable water, sewer, and transportation. The property is located within an existing urban area where redevelopment is desired by the city. The proposed rezoning would not require any new services or facilities. If approved, any development(s) on the parcels would be required to meet the city's concurrency requirements at the time of final site plan or preliminary plat.

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 original zoning classification was approved by Volusia County when the zoning code went into effect 30+ years ago. Since then, the city has identified Taylor Road, adjacent to or within close proximity of the parcels proposed to be rezoned, as a designated Redevelopment Gateway Corridor. Per Section 33-36.01, Gateway Overlay Districts, such as Emerging Gateway and Redevelopment Gateway, were adopted to ensure the gateway corridors, leading into and out of the city, are developed under uniform design standards that prevent unplanned and uncoordinated land uses and development, promote high quality new development, encourage redevelopment, preserve historic areas and structures, promote alternative transportation modes, and provide scenic or aesthetically-pleasing attributes such as wider landscaped buffers and landscaped parking areas.

6. Was there a mistake in the original classification?

There does not appear to be any mistake in the designation. The property currently has a residential land use designation which is consistent with other property in the area. The County's comprehensive plan can allow the commercial zoning to remain within certain parameters.

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

The proposed rezoning will permit development/redevelopment of property that is overall consistent with the designation of that property. There is anticipated to be no adverse impact to the larger area, in fact, it will bring uniformity to the area as residential use.

The proposed rezoning will enable the development of development of non-residential uses such as offices, retail shops, convenience stores, etc., all of which will positively contribute jobs in the area as well as provide nearby convenience-oriented services and products to the nearby residents that reside west of Woodland Blvd/US 17-92, along South Clara Ave, and further west. The rezoning would also have a positive impact on the transportation system by providing nearby homes and neighborhoods with access to closer retail/commercial uses, which would reduce area trip lengths and remove or redirect trips away busy roadways. The proposed rezoning will not have an effect on the use or negatively affect the value of the area since the proposed rezoning is consistent with the City's long-range plans.

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

The rezone request will not adversely impact health, safety or welfare.

C. CONCLUSION:

If the zoning amendment were amended on the subject three parcels, the rezoned parcels would be consistent with the surrounding properties. Concurrent annexation and small-scale land use amendment applications have been submitted for the properties. Thus, the zoning amendment is contingent upon the approval of both the proposed annexation and land use amendment.

D. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward to the City Commission a recommendation of approval for the rezoning request. *(It is anticipated that the City Commission will address the proposed rezoning for first reading at 7 p.m., January 17, 2022.)*



City of DeLand
PLANNING BOARD
AN22-244
DECEMBER 14, 2022

HERITAGE ESTATES LN

Woodland Towers
PD

R-4

GAIL CT

B-5

ANNIE ST

CR 4113 (CLARA AV S)

C-2

B-4C

B-4C

B-5

B-5

SR 15A S (TAYLOR RD W)

SUBJECT PROPERTIES

B-4

B-5C

B-5C

Legend:

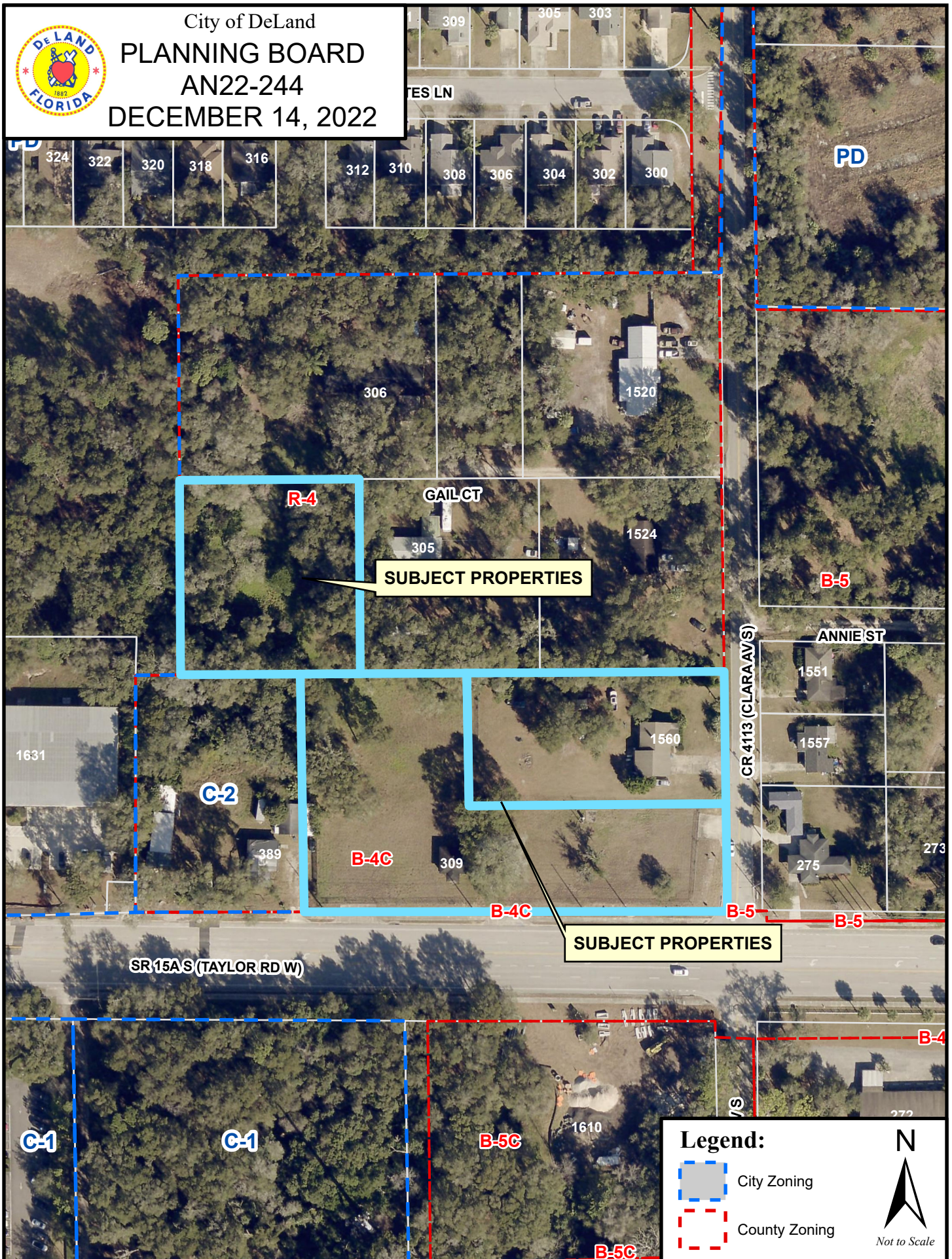
 City Zoning

 County Zoning





City of DeLand
PLANNING BOARD
AN22-244
DECEMBER 14, 2022



Legend:

-  City Zoning
-  County Zoning



LEGAL DESCRIPTION:

(OR 6848 PG 1001)

PARCEL 1:

A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY (20), TOWNSHIP SEVENTEEN (17) SOUTH, RANGE THIRTY (30) EAST, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION TWENTY (20); RUN THENCE WEST ALONG SOUTH LINE OF SAID SECTION A DISTANCE OF TWO HUNDRED FIFTY-NINE (259) FEET TO A POINT; RUN THENCE NORTH AND PARALLEL WITH THE EAST LINE OF SAID SECTION A DISTANCE OF ONE HUNDRED THIRTY-FIVE AND NINE-TENTHS (135.9) FEET TO A POINT; RUN THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION A DISTANCE OF TWO HUNDRED FIFTY-NINE (259) FEET TO A POINT IN THE EAST LINE OF SAID SECTION; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION TO THE PLACE OF BEGINNING, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND (OR 6848 PG 1001)

PARCEL 2:

A PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 30 EAST, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 20, 259 FEET WEST OF THE SOUTHEAST (SE) CORNER OF SAID SECTION 20; THENCE WEST ALONG THE SOUTH LINE OF SECTION, A DISTANCE OF 163 FEET TO A POINT; THENCE NORTH AND PARALLEL WITH EAST LINE OF SAID SECTION, A DISTANCE OF 268 FEET TO A POINT; THENCE EAST A DISTANCE OF 163 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION TO A POINT; THENCE SOUTH AND PARALLEL WITH THE EAST LINE OF SAID SECTION A DISTANCE OF 268 FEET TO THE POINT OF BEGINNING IN THE SOUTH LINE OF SAID SECTION, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SEC 20, TWP 17S, RNG 30E. AS BEING A BEARING OF "WEST" (DEED).

THE FLOODPLAIN BOUNDARY, IF SHOWN HEREON, WAS SCALED FROM A LARGE SCALE FEMA FLOOD INSURANCE MAP AND AS SUCH HAS AN INHERENT ERROR OF 10% OF THE FEMA MAP SCALE.

UNDERGROUND UTILITIES AND FOUNDATION MAY EXIST AND HAVE NOT BEEN LOCATED, EXCEPT AS SHOWN.

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND THAT IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE (MINIMUM TECHNICAL STANDARDS) AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, OF THE FLORIDA ADMINISTRATIVE CODE, SECTION 472.027, FLORIDA STATUTES.

FND RR-SPIKE
"NO ID"
SW CORNER OF THE SE 1/4
OF SEC 20, TWP 17S, RNG
30E.

66' ASPHALT PAVEMENT

2' CURB &
GUTTER

CONC MEDIAN

W. TAYLOR ROAD (FIELD)
SR 15-A SPRING GARDEN AVENUE

GAIL COURT

0' 30' 60'

S. CLARA AVENUE

"SOUTH" (D)
S 01°10'12" E(FM)R/W PER FDOT MAP
WPI NO. 5119202

ASPHALT PAVEMENT (WIDTH VARIES)

EAST LINE OF SE 1/4 OF SEC
20, TWP 17S, RNG 30E.POB
PARCEL 1
FND 4x4
METAL PLAT
FDOTSE CORNER OF SE 1/4 OF
SEC 20, TWP 17S, RNG 30E.

FLOOD CERTIFICATION:

(Per map dated February 19, 2014)
This is to certify that I have consulted the Federal Insurance Flood Hazard Boundary Map and found the ABOVE named Property IS NOT located in a special flood hazard area, according to Community Panel Map No. 12127C-0470-H Map Panel 470 of 930, Zone "X".

SYMBOLS :

- = REBAR FOUND (SIZE SHOWN HEREON)
- = 1/2" REBAR & CAP SET
- = 4x4" CONCRETE MONUMENT & CAP SET
- = CONCRETE MONUMENT FOUND (SIZE SHOWN HEREON)
- = R.L.S. DISC/NAIL FOUND (SIZE SHOWN HEREON)
- = R.L.S. DISC/NAIL SET
- = IRON PIPE FOUND (SIZE SHOWN HEREON)
- ◆ = RAILROAD SPIKE FOUND
- = BOLT FOUND (SIZE SHOWN HEREON)
- = P/K NAIL FOUND

DATE : 12/13/21
W.O. No. 11-642-21
DRAWN BY : JT
FIELD BOOK : 748-67
CADD FILE / FILE No. : 11-642-21 M-

A=Arc Length
AC=Acre
A/O=Air Conditioning Unit
ASP=Asphalt
BFP=Back Flow Preventer
BLDG=Building
BLK=Block
BM=Benchmark
BLM=Benchmark
(CALC)=Computed Data
CATV=Cable TV Service
CB=Catch Basin
CB=Chord Bearing
CHD=Chord Distance
CLF=Chain Link Fence
CMP=Corrugated Metal Pipe

CONC=Concrete
COR=Corner
CUP=Concrete Utility Pole
(D)=Deed call
DRA=Drainage Retention Area
ELEC=E-Electric
ELEV of EL=Elevation
ESMT=Easement
FND=Found
FND=Fiber Optic Cable
FF=Finish Floor Elev.
FH=Fire Hydrant
(FM)=Field Measured
FR=Frame Construction
F/WF=Field Wire Fence

F/WF=Field Wire Fence
GA=Guy Anchor
GL=Government Lot
GLD=Government Land Office
HDW=Headwall
ID=Identification
INV=Invert Elevation
IP=Iron Pipe
IR=Iron Rod
IRC=Iron Rod & Cap
L=Arc Length
LB=Licensed Business
LS=Registered Land Surveyor
MB=Map Book
MH=Manhole
MON=Monument

ABBREVIATIONS

N&C=Nail & Cap
NO ID=No Identification
OR=Official Records Book
(P)=Plat
PC=Point of Curvature
POC=Point of Compound Curvature
PG=Page
PI=Point of Intersection
POB=Point of Beginning
POC=Point of Commencement
POC=Point on the Curve
POL=Point on Line
PRC=Point of Reverse Curve

POL=Point on Line
PRC=Point of Reverse Curve
PRM=Permanent Reference Mon.
PT=Point of Tangency
PVC=Poly Vinyl Chloride
PWI=Pavement
R=Radius or Radial Line
RCP=Reinforced Conc. Pipe
REC=Recovered
RNG=Range
RSC=Railroad Spike
R/W=Right of Way
SEC=Section
SANI=Sanitary Sewer
SD=Storm Sewer
T=Tangent

TB=Tangent Bearing
TEL or T=Telephone Service
TWP=Township
UP=Utility Pole
WDF=Wood Fence
WPF=Wood Privacy Fence
WM=Water Meter
W/M=Water Main
WSL=Water Service Line
W/With
WC=Witness Corner
WUP=Wood Utility Pole

NOTE:

This Plat of Survey is certified to and prepared for the sole and exclusive benefit of the entities and or individuals shown hereon, valid on the most current date shown hereon, and shall not be relied upon by any other entity or individual whomsoever.

This Survey / Sketch has been prepared without benefit of abstract or title search unless

otherwise noted hereon.

There may be additional restrictions and/or other matters of record not shown on this Survey / Sketch that may be found in the Public Records of the county or contained within the Title Commitment.

NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL OF
A FLORIDA LICENSED SURVEYOR
AND MAPPER.

BLACKWELL & ASSOCIATES
LAND SURVEYORS, INC. (LB #2791)

BY: Robert R. Evers
ROBERT R. EVERS, PSM
FLORIDA CERTIFICATE No. 5675

BLACKWELL & ASSOCIATES
LAND SURVEYORS, INC

WWW.BLACKWELLSURVEYING.COM
995 W. VOLUSIA AVE. * DELAND, FL. * PH: (386)-734-8050

BOUNDARY SURVEY CERTIFIED TO:

DENNISON LAW & TITLE
FIDELITY NATIONAL TITLE INSURANCE CO.
AMERICAN LAND TITLE ASSOCIATION
COMMITMENT FOR TITLE INSURANCE

LEGAL DESCRIPTION:

(OR 6848 PG 1001)
PARCEL 3:
THE WEST 180 FEET OF THE SOUTH 195 FEET OF THE NORTH 400 FEET
OF THE EAST 544.5 FEET OF THE* SOUTHEAST ONE-QUARTER (SE 1/4)
OF THE SOUTHEAST ONE-QUARTER (SE 1/4), SECTION 20, TOWNSHIP 17
SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

*SHOULD READ: "THE SOUTH 1/2 OF THE" SOUTHEAST ONE-QUARTER
(SE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4)

EAST LINE OF
SANTA CRUZ
SUBDIVISION
MB 45, PGS 157-158

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE
SOUTH LINE OF THE SOUTHEAST 1/4 OF SEC 20,
TWP 17 S, RNG 30 E. AS BEING A BEARING OF
"WEST" (DEED).

THE FLOODPLAIN BOUNDARY, IF SHOWN HEREON,
WAS SCALED FROM A LARGE SCALE FEMA FLOOD
INSURANCE MAP AND AS SUCH HAS AN INHERENT
ERROR OF 10% OF THE FEMA MAP SCALE.

UNDERGROUND UTILITIES AND FOUNDATION MAY
EXIST AND HAVE NOT BEEN LOCATED, EXCEPT AS
SHOWN.

I HEREBY CERTIFY THAT THE SURVEY SHOWN
HEREON WAS MADE UNDER MY RESPONSIBLE
CHARGE AND THAT IT HAS BEEN PREPARED IN
ACCORDANCE WITH THE STANDARDS OF PRACTICE
(MINIMUM TECHNICAL STANDARDS) AS SET FORTH
BY THE FLORIDA BOARD OF PROFESSIONAL
SURVEYORS AND MAPPERS IN CHAPTER 5J-17, OF
THE FLORIDA ADMINISTRATIVE CODE, SECTION
472.027, FLORIDA STATUTES.

ABBREVIATIONS

A=Arc Length	COR=Concrete	F/WF=Field Wire Fence	N&C=Nail & Cap	POL=Point on Line	TB=Tangent Bearing
AC=Acres	COR=Corner	GA=Guy Anchor	NO ID=No Identification	PRC=Point of Reverse Curve	TEL or T=Telephone Service
A/C=Air Conditioning Unit	CUP=Concrete Utility Pole	GL=Government Lot	OR=Official Records Book	PRM=Permanent Reference Mon.	TWP=Township
ASPW=Asphalt	(D)=Deed call	GL=Government Land Office	OJ=Overhead	PT=Point of Tangency	UJ=Underground
BFP=Back Flow Preventer	DRA=Drainage Retention Area	HDW=Headwall	(P)=Plot	PVC=Poly Vinyl Chloride	UP=Utility Pole
BLD=Building	ELEC or E=Electric	ID=Identification	PC=Point of Curvature	PVMT=Pavement	WDF=Wood Fence
BLK=Block	ELEV of EL=Elevation	INV=Invert Elevation	PCC=Point of Compound	R=Radius or Radial Line	WPF=Wood Privacy Fence
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CALC=Computed Data	FDC=Found	IR=Iron Rod	PG=Page	RCC=Recovered	WSL=Water Service Line
CATV=Cable TV Service	FIB=Field Optic Cable	IRC=Iron Rod & Cap	PI=Point of Intersection	RNG=Range	W/W=With
C/B=Catch Basin	FF=Finish Floor Elev.	L=Arc Length	POB=Point of Beginning	RRS=Railroad Spike	WC=Witness Corner
CB=Chord Bearing	FI=Fire Hydrant	LS=Licensed Business	PCC=Point of Commencement	R/W=Right of Way	WUP=Wood Utility Pole
CD=Chord Distance	(FM)=Field Measured	LS=Registered Land Surveyor	PoC=Point on the Curve	SEC=Section	
CLF=Chain Link Fence	FR=Frame Construction	MB=Map Book	POL=Point on Line	SANI=Sanitary Sewer	
CMP=Corrugated Metal Pipe	F/WF=Field Wire Fence	MH=Manhole	PRC=Point of Reverse Curve	SD=Storm Sewer	
		MON=Monument		T=Tangent	

PARCEL 3
VACANT
35,095± SQ.FT.

W. TAYLOR ROAD (FIELD)
SR 15-A SPRING GARDEN AVENUE

NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL OF
A FLORIDA LICENSED SURVEYOR
AND MAPPER.

BLACKWELL & ASSOCIATES
LAND SURVEYORS, INC. (LB #2791)

BY: *Robert R. Evers*

ROBERT R. EVERS, PSM
FLORIDA CERTIFICATE No. 5675

NOTE:
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benefit of the entities and or
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most current date shown hereon, and
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There may be additional restrictions
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may be found in the Public Records
of the county or contained within
the Title Commitment.

This Survey / Sketch has been
prepared without benefit of abstract or
title search unless

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- = RAILROAD SPIKE FOUND
- = BOLT FOUND (SIZE SHOWN HEREON)
- = P/K NAIL FOUND

DATE :	12/12/21
W.O. No.	11-643-21
DRAWN BY :	JT
FIELD BOOK :	748-67
CADD FILE / FILE No. :	11-643-21 M-

FND N&C
3293
NE CORNER
OF THE
SE 1/4 OF
SEC 20, TWP
17S, RNG
30E.

0' 30' 60'

S. CLARA AVENUE

2668.35' (FM)
462.09' (CALC)
EAST LINE OF SE 1/4 OF SEC
20, TWP 17S, RNG 30E.

FND 4x4
METAL PLAT
FDOT
SE CORNER OF SE 1/4 OF
SEC 20, TWP 17S, RNG 30E.

FLOOD CERTIFICATION:
(Per map dated February 19, 2014)
This is to certify that I have consulted the
Federal Insurance Flood Hazard Boundary Map
and found the ABOVE named Property IS NOT
located in a special flood hazard area,
according to Community Panel Map No.
12127C-0470-H Map Panel 470 of 930, Zone
"X".

LEGAL DESCRIPTION:

(OR 3847 PG 0138)

A PORTION OF THE SE 1/4 OF THE SE 1/4 OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID SECTION, RUN THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 259 FEET TO A POINT; RUN THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID SECTION A DISTANCE OF 135.9 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING RUN THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID SECTION A DISTANCE OF 133 FEET; RUN THENCE EASTERLY TO A POINT IN THE EAST LINE OF SAID SECTION WHICH IS 271.8 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 135.9 FEET TO A POINT; THENCE WESTERLY AND PARALLEL TO THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING, VOLUSIA COUNTY, FLORIDA.

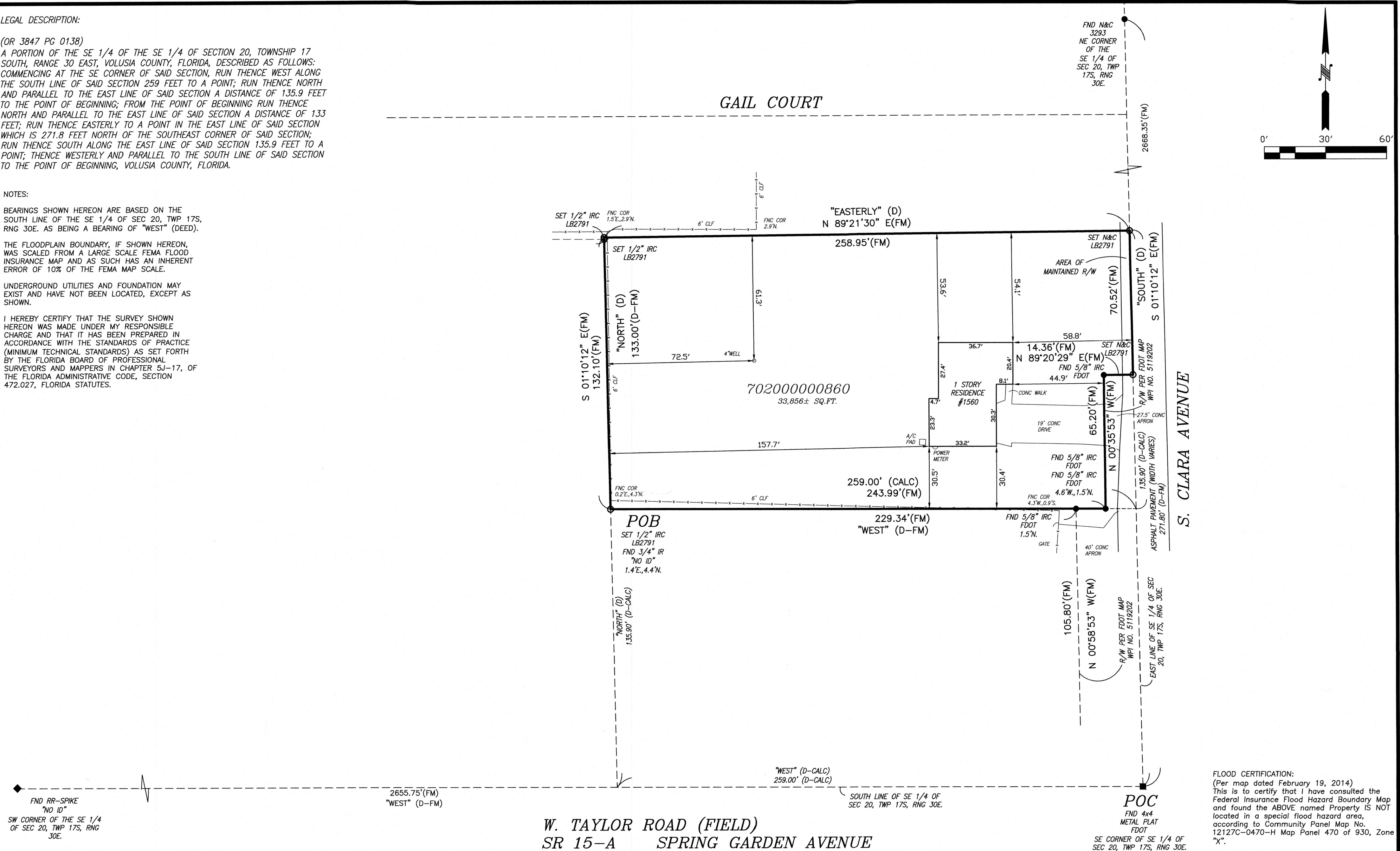
NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SE 1/4 OF SEC 20, TWP 17S, RNG 30E. AS BEING A BEARING OF "WEST" (DEED).

THE FLOODPLAIN BOUNDARY, IF SHOWN HEREON, WAS SCALED FROM A LARGE SCALE FEMA FLOOD INSURANCE MAP AND AS SUCH HAS AN INHERENT ERROR OF 10% OF THE FEMA MAP SCALE.

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ABBREVIATIONS			
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BLACKWELL & ASSOCIATES
LAND SURVEYORS, INC. (LB #2791)

BY: *Robert R. Evers*

ROBERT R. EVERS, PSM
FLORIDA CERTIFICATE No. 5675

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DATE : 12/13/21
W.O. No. 11-644-21
DRAWN BY : JT
FIELD BOOK : 748-67
CADD FILE / FILE No. : 11-644-21 M-

CITY OF DELAND
Request for Commission Action
May 1, 2023

SUBJECT: Second Reading of Ordinance No. 2023-09, Annexing 1.135 Acres of Property, Located Northwest of East New Hampshire Avenue and South Garfield Avenue.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Deputy Planning Director

ATTACHMENTS: Ordinance 2023-09, Exhibit A Metes & Bounds Legal Description, Exhibit B Map, Staff Report, Zoning & Location Map, Aerial Map, Sketch of Description

APPROVED BY: Michael Pleus, City Manager, April 25, 2023

SUMMARY/HIGHLIGHT:

This request is for approval to annex 1.135 acres of city-owned property into the city limits of DeLand, as part of the expansion of the Public Works Complex. On February 15, 2023, the Planning Board recommended approval of this item. City Commission, March 20, 2023, approved the item on first reading.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

As outlined in the city's Strategic Plan, referencing the Strategic Focus Area: Institute Smart Growth Principles - the strategic context states that, "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." The following Action Steps apply, stating that, "the city will continue to review annexations from a business plan perspective", and that the city will, "require contiguous properties to annex".

SUSTAINABILITY:

Strategy: Awareness of community demographic trends and service demands.

The city's Sustainability and Action Plan discusses different strategies for dealing with the future growth of the city. The plan states, The city is preparing for the service demands of a growing city, which includes the expansion of public services.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the City Commission approve the annexation of the 1.135 acres of city-owned property into the city limits of DeLand on second reading.

BACKGROUND/DISCUSSION:

The subject property is vacant land, and it is located just south of the existing Public Services Complex. The City of DeLand purchased the subject property with a plan to eventually use it in the future expansion of the Wastewater Treatment Plant. All site improvements will require review and approval of a separate site plan or other development application.

At the February 15, 2023 Planning Board meeting, the board unanimously recommended approval of the annexation request.

At the March 20, 2023 City Commission meeting, the board unanimously voted to approve the annexation request on First Reading.

ORDINANCE NO. 2023 - 09

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, ANNEXING TWO PARCELS OF LAND TOTALING APPROXIMATELY +/- 1.135 ACRES OF PROPERTY LOCATED NORTHWEST OF EAST NEW HAMPSHIRE AVENUE AND SOUTH GARFIELD AVENUE; AMENDING CITY BOUNDARIES TO INCLUDE THE ANNEXED PROPERTIES; AFFIRMING COMPLIANCE WITH STATUTORY PROCEDURE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Petitioner, Ray Bahrami, City Engineer, on behalf of the City of DeLand, submitted a petition for annexation of approximately +/- 1.135 acres of land located northwest of East New Hampshire Avenue and South Garfield Avenue; and

WHEREAS, the parcels to be annexed is undeveloped and wooded; and

WHEREAS, the area to be annexed is contiguous to the boundaries of the City of DeLand, on the north, 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 parcels of land in Volusia County, Florida, for which a petition for annexation has been received from the Petitioner, Ray Bahrami, City Engineer on behalf of the City of DeLand, totaling approximately +/- 1.135 acres, located northwest of East New Hampshire Avenue and South Garfield Avenue, 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 Nos. 702101000220; 702101000210

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 March 20, 2023, 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 1st day of May, 2023.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: March 20, 2023
Adopted on second reading: May 01, 2023

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

Exhibit "A"

SKETCH OF DESCRIPTION

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF DESCRIPTION.
2. BEARINGS (AND COORDINATES) ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (EAST ZONE) WITH THE WEST LINE OF SOUTH GARFIELD AVE., HAVING A BEARING OF N01°13'29"W
3. THIS SKETCH IS BASED SURVEY INFORMATION PREPARED BY THIS FIRM, JOB NUMBER 22-1324 FOR THE CITY OF DELAND, FLORIDA.
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. THIS DESCRIPTION HAS BEEN CREATED BY SLIGER & ASSOCIATES INC., PER CLIENT REQUEST.
6. THIS SKETCH IS A SET AND IS NOT VALID WITHOUT ALL SHEETS INCLUDING SHEETS 1 THROUGH 2.

DESCRIPTION:

LEGAL DESCRIPTION:

LOTS 21 THROUGH 26, TOGETHER WITH A PORTION OF MANSFIELD AVE, LYING NORTH OF AND ADJACENT TO LOTS 21 THROUGH 26, CLARK HARPERS SUBDIVISION, AS RECORDED IN MAP BOOK 9, PAGE 15, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LOCATED IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4, OF THE SOUTHWEST 1/4, OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17S, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA. THENCE ALONG SAID EAST LINE N01°13'29"W A DISTANCE OF 332.63 FEET TO THE NORTH NORTH EAST CORNER OF CLARK HARPERS SUBDIVISION, AS RECORDED IN MAP BOOK 9, PAGE 15, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID CLARK HARPER'S N89°23'26"W, A DISTANCE OF 204.06 FEET TO THE EAST LINE OF LOT 21 AND THE NORTHERLY EXTENSION THEREOF AND THE POINT OF BEGINNING; THENCE LONG THE EAST LINE OF LOT 21 AND THE NORTHERLY EXTENSION THEREOF S01°13'29"E, A DISTANCE OF 163.82 FEET TO THE SOUTHERLY LINE OF LOT 21; THENCE ALONG THE SAID SOUTHERLY LINE OF LOT 21 AND THE SOUTHERLY LINE OF LOTS 22 THROUGH 26 N89°23'26"W, A DISTANCE OF 302.00 FEET TO THE WESTERLY LINE OF LOT 26; THENCE ALONG SAID WESTERLY LINE AND THE NORTHERLY EXTENSION THEREOF N01°07'30"W, A DISTANCE OF 163.81 FEET TO THE AFORESAID NORTHERLY LINE OF CLARK HARPERS SUBDIVISION; THENCE ALONG SAID NORTHERLY LINE S89°23'26"E, A DISTANCE OF 301.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 49423.33 SQ.FT. 1.135 ACRES

THIS SCETCH OF DESCRIPTION IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

I HEREBY CERTIFY THAT THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CERTIFIED TO:

CITY OF DELAND, FLORIDA

JEFF W. BARNES P.S.M. NO. 5576

PROJECT: CLARK HARPER'S SUBDIVISION
CLIENT: CITY OF DELAND, FLORIDA

SCALE: 1"=100'
DATE: 02-21-2023

DRAWN BY: J MOLLER

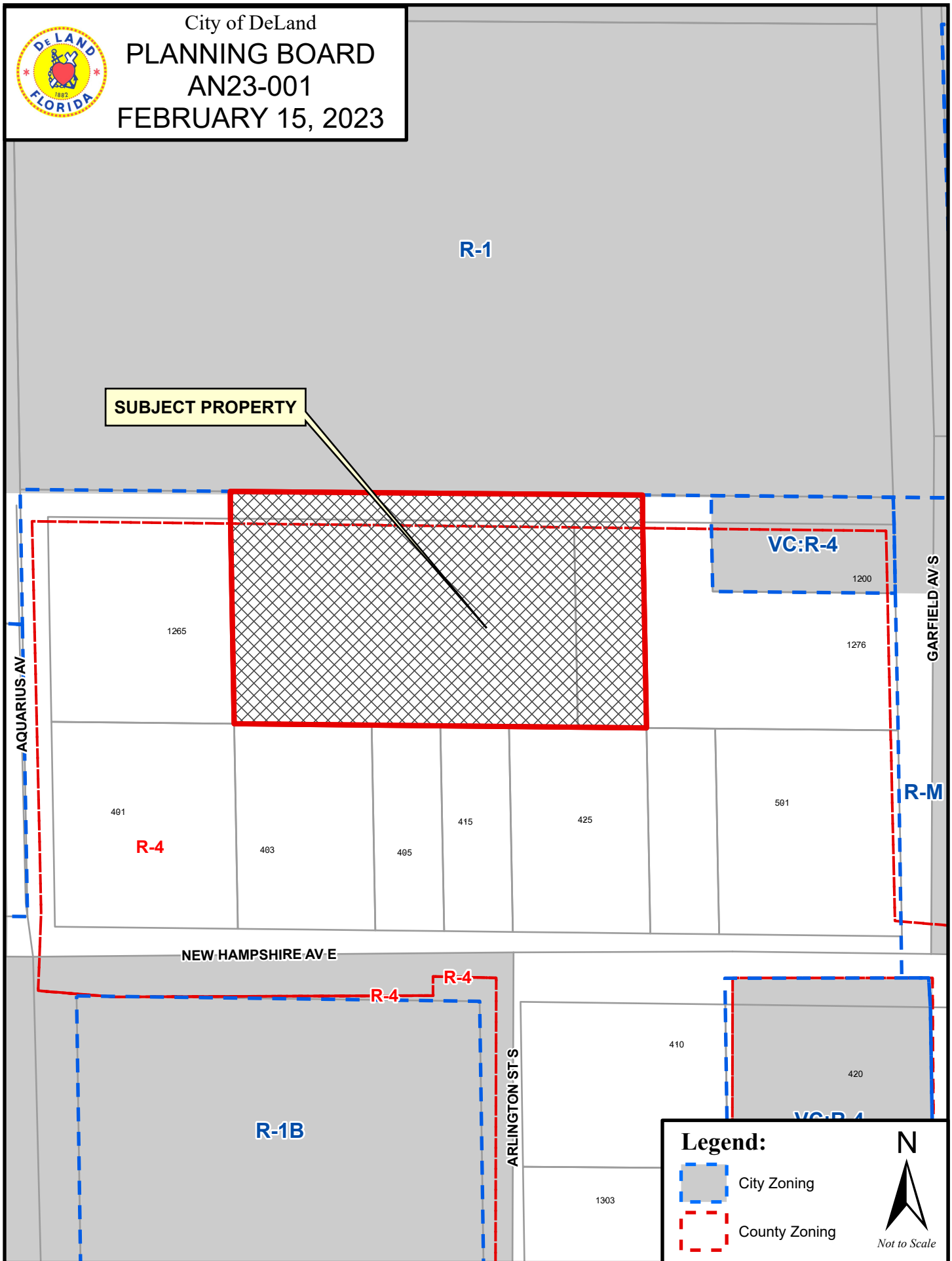
JOB NO. 23-0107

SHEET 2 OF 2
Page 83 of 205

Exhibit "B"



City of DeLand
PLANNING BOARD
AN23-001
FEBRUARY 15, 2023



**PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD**

February 15, 2023

APPLICATION: AN23-001

1. **Requested Action:** Annexation of lots 21-26 of the Clark Harper's plat into the City limits of DeLand
2. **Location:** Located ± 250 northwest of the intersection of E. New Hampshire Ave. & S. Garfield Ave.
3. **Petitioner:** Ray Bahrami, City Engineer, on behalf of the city
4. **Owner:** City of DeLand
5. **Size of parcel(s):** ± 1.135 acres
6. **Parcel ID:** 702101000220; 702101000210
7. **Land Use Designation & Zoning of Subject Property:**

Future Land Use: Volusia County: Urban Medium Intensity UMI

Existing Zoning: Volusia County: R-4

Existing Use: Undeveloped

8. **Surrounding Land Use & Zoning:**

	LAND USE	ZONING
North:	LDR	R-1
South:	VC: UMI	VC: R-4
East:	VC: UMI	VC: R-4
West:	VC: UMI & LDR	VC: R-4 & R-1B

9. Physical Characteristics: The subject property is located in unincorporated Volusia County and is currently zoned R-4 (Urban Single-Family) with a future land use designation of County UMI (Urban Medium Intensity). Both the zoning and land use shall remain. The proposed annexation consists of $\pm$ 1.135 acres, and will also include the southern half of Mansfield Ave. right-of-way. The subject property does not appear to contain any wetlands and does not lie within the 100-year flood zone. The parcel is wooded and undeveloped. The subject property is owned by the City of DeLand, and all site improvements will require review and approval of a separate site plan or other development application.

10. Public Services & Utilities: The City's Utilities Department determined the closest City water main is an 8" main on Garfield Ave., and the closest city sewer main is a 6" force main located on New Hampshire Ave. The Police Department has determined the appropriate Patrol Zone (5), and the Fire Department will confirm that there is adequate fire protection.

11. Growth Management Plan Consistency:

The city-owned property to the north of the subject property is the location of the Public Works department and future administrative building. To the south, east and west of the subject property are residential properties, less than a half-acre each.

12. 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. In addition, the State requires the property be reasonably compact, not 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 not circuitous. The parcel is contiguous to the city to the north by $\pm$ 300 ft.

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

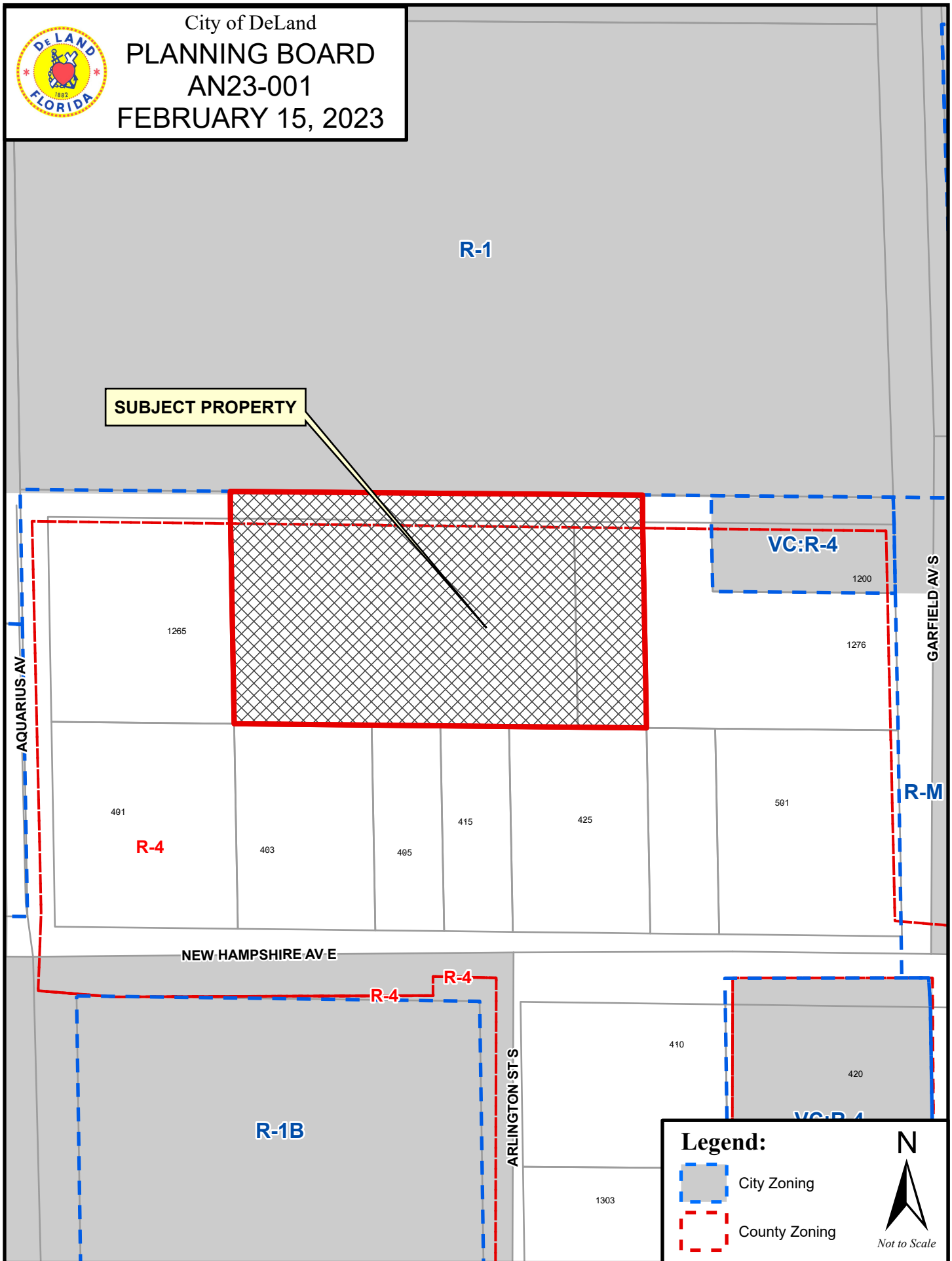
Based upon the concurrency requirements of the State of Florida and the City's concurrency management plan, as adopted in Article 5, Sec. 33-41 of the Land Development Regulations, approval of the proposed annexation does not automatically provide vested development rights. At the time the developer 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.

L:\COMMDEV\PLANNING\SR\2023 SR-AN23-001 City Owned Property





City of DeLand
PLANNING BOARD
AN23-001
FEBRUARY 15, 2023

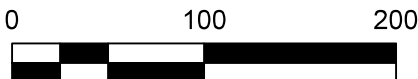




City of DeLand
PLANNING BOARD
AN23-001
FEBRUARY 15, 2023



SKETCH OF DESCRIPTION



NORTHERLY LINE
OF MB 9, PG 15
BY OCCUPATION

NORTHERLY LINE OF
CLARK HARPER'S

POINT OF
BEGINNING

NORTHERLY
EXTENSION

N89°23'26"W
204.06'

S89°23'26"E 301.75'

MANSFIELD AVE, (20' R/W) MB 9, PG 15
(NOT OPEN)

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

LOT 26

LOT 25

LOT 24

LOT 23

LOT 22

LOT 21

VACANT AND WOODED
1.135 ACERS MORE OR LESS.

S. LINE OF L-21 TO L-26

N89°23'26"W 302.00'

LOT 7

LOT 8

LOT 9

LOT 10

LOT 11

LOT 12

LOT 13

LOT 14

SOUTHERLY R/W

LOT 18

LOT 18

LOT 18

LOT 17

LOT 16

LOT 15

LOT 14

EAST LINE OF THE SOUTHWEST 1/4
OF THE NORTHEAST 1/4 OF
SECTION 21, TOWNSHIP 17, RANGE 30

EASTERLY LINE OF MB 9, PG 15

N01°13'29"W 332.63'

SOUTH GARFIELD AVE. (20' R/W)

287.60'

POINT OF COMMENCEMENT
FOUND 1" IRON PIPE

SOUTHEAST CORNER, SOUTHWEST 1/4 OF THE NORTHEAST 1/4,
SECTION 21, TOWNSHIP 17 EAST, RANGE 30 WEST.

NEW HAMPSHIRE AVE, (25' R/W) MB 9, PG 15

SOUTHERLY LINE OF MB 9, PG 15

WESTERLY LINE OF MB 9, PG 15
BY OCCUPATION

MASSACHUSETTS AVE, (20' R/W) MB 9, PG 15

288.06'

W. LINE OF L-26
N01°07'30"W

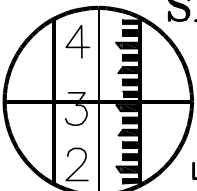
163.81'

E. LINE OF L-26
S01°13'29"E

163.82'

PROJECT: CLARK HARPER'S SUBDIVISION
CLIENT: CITY OF DELAND, FLORIDA

SCALE: 1"=100'
DATE: 02-21-2023



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385

LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com

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LEGEND / ABBREVIATIONS

○	CHANGE IN DIRECTION
R/W	RIGHT OF WAY
CL	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	LOT
CB	CHORD BEARING
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
PNT	POINT OF NON-TANGENCY
PRC	POINT OF REVERSE CURVE

JOB NO. 23-0107

SHEET 1 OF 2

CITY OF DELAND
Request for Commission Action
May 1, 2023

SUBJECT: Consideration re Increase in Approved Caterers at the Sanborn Center.

DEPARTMENT: Parks & Recreation

PREPARED BY: rick hall, P&R Director

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, April 26, 2023

SUMMARY/HIGHLIGHT:

Prior to the opening of the Sanborn Center in 2013, policies were established and incorporated into an RFP to solicit bids from qualified firms to provide exclusive catering services at the Sanborn Event Center. The number of approved caterers was set at 8. The City entered into contracts with the selected firms which have since expired.

Given the interest in firms that wish to provide catering services and, in an effort, to provide a wider selection of caterers, staff is recommending two policy changes. The first is that we increase the number of caterers to 10. Second, the original RFP required that the firm be able to serve at least 350 guests but that prevented smaller firms from being able to apply. Therefore, staff is recommending that four slots be for firms that can only serve up to 100 people. These changes will help with options, variety of food, and potentially pricing. If no small firms apply, then those slots can go to 4 larger caterers should the Commission desire to do so.

Should the Commission agree to these changes, an RFP can be released the week of May 1, 2023. A draft RFP is attached for the City Commission's reference. To give enough time for caterers to apply, staff is recommending a due date of June 1st. The RFP calls for a Selection Committee. Staff is asking that the City Commission appoint one member to the Selection Committee. The other members of the Committee would include: Rick Hall, Parks and Recreation Director, Chad Rhodes, Asst. Parks and Recreation Director, Jennifer Wilder, Sanborn Center Director, Chaleak Jones, Chisholm Center Director, Ruth Victor, Office Administrator, and Kieu Moses, Risk Manager/Special Event Manager. The Committee will rank firms based upon the evaluation criteria included in the RFP, which is attached. Staff anticipates that the Committee would review the proposals the week of June 5th and/or June 12th with the goal of presenting a recommendation of the 10 most qualified firms at the June 19, 2023 meeting. Staff acknowledges that the timeline may be a little tight so it may be the July 3, 2023 meeting. Once the Commission approves the list of caterers and once all documentation is received, the new caterers should be able to begin offering services immediately thereafter. The contracts would be for 3 Years with two 1 Year renewal options for a total of 5 Years.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None

RECOMMENDATION:

Staff recommends that the City Commission approve the recommended changes to the RFP for Sanborn Event Center Catering Services and authorize the release of the RFP. Additionally, staff is requesting the Commission appoint one member to the Selection Committee.

BACKGROUND/DISCUSSION:

SUBMIT TO: CITY OF DELAND FINANCE DEPT., 2 ND FLOOR PURCHASING COORDINATOR 120 SOUTH FLORIDA AVENUE DELAND, FLORIDA 32720		REQUEST FOR PROPOSAL
CONTACT: COREY MCMILLEN mcmillenc@deland.org purchasing@deland.org		
PHONE: 386-626-7078	RFP-2223-0301	SUBMITTALS RECEIVED AFTER SPECIFIED DATE AND TIME WILL NOT BE CONSIDERED
RFP TITLE: CATERING SERVICES – SANBORN CENTER SOLID WASTE COLLECTION SERVICES		SUBMITTAL DEADLINE: June 2 JUNE 1, 2022-2023 @ 22:00 P.M.
PRE-PROPOSAL CONFERENCE DATE, TIME AND LOCATION: N/A April 26, 2022 at 11:00 a.m. located at 1102 S Garfield Ave., Carl Williamson Conference, DeLand, FL 32724.		PROPOSAL BOND REQUIRED: \$ N/A
RESPONDENT NAME:		FEDERAL ID # OR SOCIAL SECURITY #:
MAILING ADDRESS:		TELEPHONE #:
CITY – STATE – ZIP:		FAX #:
X		EMAIL:
AUTHORIZED SIGNATURE		Title
Printed Name		Date
By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the City of DeLand all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or services(s) purchased or acquired by the City of DeLand. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the vendor.		
THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE		
GENERAL CONDITIONS AND INSTRUCTIONS *****PLEASE READ CAREFULLY*****		

1. **SUBMISSION OF OFFERS:** All offers shall be submitted in a sealed envelope or package. The invitation numbers, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the receptionist located on the 2nd floor of City Hall prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received after the specified date and time will not be considered.

Responses shall be submitted on forms provided by the City. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of sixty (60) days unless otherwise specified.

2. **EXECUTION OF OFFER:** Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein. All spaces requesting information from the offeror

shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the offeror to any entry must be initiated.

3. **OPENING:** Pursuant to Section 119.071(1)(b) Florida Statutes no further information regarding proposals submitted will be made public until such time of intended award or thirty (30) days, whichever is earlier.
4. **PUBLIC RECORD:** The City of DeLand, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes.
5. **TABULATION:** This section intentionally left blank but the paragraph and heading has been preserved to maintain numbering.
6. **CLARIFICATION/CORRECTION OF ENTRY:** The City of DeLand reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.
7. **INTERPRETATION/ADDENDA:** Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may affect the eventual outcome of the invitation/offer shall be furnished in writing to prospective offerors.

No interpretation shall be considered binding unless provided in writing by the City of DeLand in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with offeror's response. Failure to acknowledge addenda may result in the offer not being considered.
8. **INCURRED EXPENSES:** This invitation does not commit the City to make an award nor shall the City be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a reply, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.
9. **PRICING:** This section intentionally left blank but the paragraph and heading has been preserved to maintain numbering.
10. **ADDITIONAL TERMS & CONDITIONS:** The City of DeLand reserves the right to reject offers containing terms or conditions contradictory to those requested in the invitation specifications.
11. **TAXES:** The City of DeLand is exempt from Federal Excise Taxes and all sales taxes. Florida State Exemption Certificate No. 85-8013842706C-2.
12. **DISCOUNTS:** All discounts, except those for prompt payment, shall be considered in determining the lowest net cost for evaluation purposes.
13. **MEETS SPECIFICATIONS:** The offeror represents that all offers to this invitation shall meet or exceed the minimum requirements specified.
14. **SAMPLES:** When required, samples of products shall be furnished with response to the City at no charge. Samples may be tested and will not be returned to the offeror. The result of any and all testing shall be made available upon written request.
15. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.
16. **GOVERNING LAWS:** Any agreement to purchase resulting from this invitation shall be governed by the laws, regulations, and ordinances of the State of Florida and the City of DeLand, Florida. Venue shall be non-jury in the Circuit Court of Volusia County, Florida.
17. **ASSIGNMENT:** Any agreement to purchase issued pursuant to this invitation and award thereof and the monies which may become due hereunder are not assignable except with the prior written approval of the City.
18. **CONTENT OF INVITATION/RESPONSE:** The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the "GENERAL CONDITIONS AND INSTRUCTIONS".
19. **LIABILITY:** The supplier/provider shall hold and save the City of DeLand, its officers, agents, and employees harmless against claims by third parties resulting from breach of contract or negligence by the supplier/provider.

20. **PATENTS, COPYRIGHT, AND ROYALTIES:** The supplier/provider, without exception, shall indemnify and save harmless the City of DeLand, its officers, agents and employees, from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the City of DeLand. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.
21. **TRAINING:** Unless otherwise specified, suppliers/providers may be required at the convenience of and at no expense to the City to provide training to City personnel in the operation and maintenance of any item purchased as a result of this invitation.
22. **ACCEPTANCE:** Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.
23. **SAFETY WARRANTY:** Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use hereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.
24. **WARRANTY:** The offeror agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the offeror gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City of DeLand by any other provision of the invitation/offer.
25. **AWARD:** As the best interest of the City may require, the City reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof, on a geographical basis and/or on a Citywide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s), made as a result of this invitation, shall conform to applicable ordinances of the City of DeLand, Florida.
26. **VIOLATIONS:** Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the offeror/bidder being disqualified from doing business with the City for a period of time to be determined on a case-by-case basis.
27. **UNIT PRICING:** For purposes of this Invitation and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matters; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.
28. **INSURANCE:** Vendor/Contractor shall defend, indemnify and hold harmless the City of DeLand from and against any and all liability, losses, damages, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions (including attorneys' fees), of whatsoever kind or nature arising out of or in any way arising out of the agreement or any act or omission of Vendor/Contractor or its agents, servants, employees, independent contractors, customers, patrons or invitees, unless such claims are as a result of the City's sole negligence.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract, a comprehensive public liability insurance policy issued by a responsible insurance company, and in a form acceptable to the City, protecting and insuring against all of the following: claims, demands, damages, fees, fines, penalties, suits, proceedings, actions, and costs of actions, etc. coverage limits of not less than \$1,000,000 for bodily injury to or death to one or more person(s), and \$1,000,000 for damage to any property, or a combined single limit of \$2,000,000 for any

occurrence of bodily injury to persons or damage to property, which insurance shall be issued on the occurrence basis. This policy shall name the City of DeLand as additionally insured.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract an automobile liability coverage policy with a minimum of a \$1,000,000 combined single limit per occurrence.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract, Worker's Compensation and Employer's Liability Insurance covering all the persons employed by the Vendor/Contractor in connection with this contract. Worker's Compensation shall be the Statutory Limits.

The Vendor/Contractor shall not commence work under this contract until he has obtained all insurance required and submitted proof thereof to the City's Risk Manager for approval. Certificates shall provide for thirty (30) day cancellation notice to the City. Referenced Certificate to be mailed to Risk Manager, City of DeLand, 120 South Florida Avenue, DeLand, Florida, 32720-5481.

The Vendor/Contractor shall either cover any sub-contractors on its policy or require the sub-contractors to conform to all requirement for insurance contained herein.

Vendor/Contractor agrees that the City of DeLand will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the City's Risk Manager.

If the contract negotiated as a result of this RFP has different insurance requirements, the insurance requirements in such contract shall control.

29. **DEFINITIONS:**

CITY – The term "City" herein refers to the City of DeLand, Florida, and its duly authorized representatives.

OFFEROR - The term "offeror" used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the City in response to this invitation.

BIDDER – The term "bidder" used herein refers to any dealer, manufacturer, representative, distributor, or business organization that will be or has been awarded a contract and/or purchase order pursuant to the terms and conditions of the invitation and accepted offer.

30. **PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
31. **PERMITS:** Contractor shall be responsible for payment of all applicable permit fees.
32. **PAYMENT:** Payment will be made in accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes).
33. **BONDING:** See Section 13 of Draft Contract (Exhibit A)
34. **AVAILABILITY OF FUNDS:** A contract shall be deemed executory only to the extent of appropriations available to each department for the purchase of such articles. The City's extended obligation on these contracts, which envision extended funding through successive fiscal periods, shall be contingent upon actual appropriations for the following fiscal year.
35. **E-VERIFY:** In accordance with Florida State Law, Executive Order 11-116, any vendor or company that the City enters into contract with, or issues a purchase order, must utilize the E-Verify system.
36. **INCONSISTENT TERMS IN RESULTING CONTRACT:** In the event that the terms of any contract ultimately negotiated as a result of this RFP vary from any provision of this RFP, the terms of such contract shall control over the terms set forth in this RFP.

THE CITY OF DELAND RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

**CATERING SERVICES – SANBORN CENTER
RFP-23-01
SPECIAL CONDITIONS**

1. INTRODUCTION/PURPOSE:

The purpose for this Request for Proposals (RFP) is to solicit competitive sealed proposals from qualified firms to provide Catering Services at the Sanborn Center for the City of DeLand (the City); with the exception of simple or prepared food items (continental breakfast, sandwiches, pizza, party trays, etc.); ~~via an exclusive franchise agreement (Contract), to provide solid waste, single stream recycling, bulk waste, white goods and yard waste collection services to residential properties and solid waste collection services to commercial properties in the City of DeLand (City).~~

2. CONTRACT PERIOD:

The Contract will be for a period of ~~seven~~ three (3) years commencing on October 1, 2022 ~~2023 and ending on September 30, 2026~~ (or three (3) years from award of contract), with the option to extend ~~the Contract for one~~ two (2) additional ~~three~~ one-year terms upon mutual agreement of both parties. ~~Based on the response to this RFP, the Selection Committee will recommend to the City Commission a Contractor to provide the services contemplated by this RFP.~~

3. BACKGROUND:

The Sanborn Center is designed to be a municipality run event center which is available for rental for a variety of events such as weddings, meetings, conferences, training sessions, etc. Prior to the opening of the Sanborn Center in 2013, policies were established and incorporated to provide exclusive catering services at the Sanborn Center. The number of approved caterers was limited to eight (8). Given the interest in firms that wish to provide catering services, and in an effort to provide a wider selection of caterers, the City has increased the limit of caterers to ten (10). Original policy required that the firm(s) be able to serve at least 350 guests, but that prevented smaller firms from being able to apply. Therefore, the City prefers four slots be for firms that only serve up to 100 people. If no small firms apply (or deemed non-responsive) then those slots can go to four (4) larger firms should the Commission desire to do so.

4. PROPOSAL SUBMITTAL:

Proposals must be submitted no later than **2:00 P.M.** local time on **June 1, 2023**. Proposer shall provide eight (8) paper copies with one (1) marked "Original" and must be accompanied by an equivalent electronic PDF file on a universal serial bus drive (USB). Sealed proposals must be clearly marked as follows:

"RFP-23-01, Catering Services – Sanborn Center" and returned to:

Purchasing Coordinator
DeLand City Hall, 2nd Floor
120 S. Florida Ave.
DeLand, FL 32720

All proposals received on or before the due date and time will be opened after **2:00 P.M.** local

time on **June 1, 2023**, at which time, the names of the firms submitting proposals will be read. No details of the proposals or the contents shall be disclosed until notice of intent to award or thirty (30) days after opening of the proposals, whichever occurs first, in accordance with Chapter 119.071 (1)(b)2, Florida Statutes.

***Note:** Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your proposal only to the Purchasing Coordinator on the second (2nd) floor at the above address. **Firms submitting proposals are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Coordinator. Delivery via the USPS is at the Contractor's risk.** To be considered, a proposal must be accepted by the Purchasing Coordinator no later than the RFP closing date and time. If the proposal is delivered anywhere else, it may not reach the Purchasing Coordinator in time.

6. **INFORMATION OR CLARIFICATION:**

For information concerning procedures for responding to this proposal, contact Corey McMillen, Purchasing Coordinator at (386)-626-7078, or by email at mcmillenc@deland.org or purchasing@deland.org. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through the Purchasing Coordinator. No interpretation of the meaning of a proposal, any correction of any apparent ambiguity, inconsistency or error therein, will be made by any firm submitting a proposal orally. Every request for an interpretation of this RFP must be in writing addressed to the Purchasing Coordinator at 120 S. Florida Ave., 2nd Floor, DeLand, FL 32720, or emailed to the attention of Corey McMillen at mcmillenc@deland.org or purchasing@deland.org. To be given consideration, such requests must be received in writing no later **May 25, 2023 @ 5:00 P.M.** All such interpretations and supplemental instructions will be in the form of written Addenda to the Proposal. Only the interpretation or correction so given by the Purchasing Coordinator in writing shall be binding.

Any addenda will be transmitted by written addendum through the Purchasing Coordinator and posted to the DemandStar (<http://www.demandstar.com>) & VendorLink (www.myvendorlink.com). The City will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a proposal to verify receipt of all documents to include written addenda.

~~Proposals will be reviewed, scored and ranked by a Selection Committee using the evaluation criteria as outlined herein, and the committee may conduct interviews from short-listed firms. Proposals will be reviewed, scored and ranked by a selection committee appointed by the City using the evaluation criteria as outlined herein (Selection Committee). The Selection Committee may conduct interviews with the top ranked firms.~~ The Selection Committee will make recommendations to the DeLand City Commission, which has the sole authority to rank the firms and ultimately to make the final determination to award, revise, or reject a contract with the selected firm(s).

Commented [DE1]: This needs to be clarified

The City will not be bound by oral explanations or instructions given at any time during the competitive process or afterward.

Rights to Submitting Material: All responses, inquiries or correspondence relating to or in reference to this RFP, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the Contractors will become the property of the City of DeLand.

Contract Negotiation: The City at its sole discretion, reserves the right to enter into contract negotiations with the highest ranked, responsive, responsible firm(s). If the City and said firm(s) cannot negotiate a -contract, the City may terminate said negotiations and begin negotiations with the next highest ranked, responsive, responsible firm(s). This process will continue until a Contract acceptable to the City has been executed or all Proposals are rejected. No firm submitting a proposal shall have any rights against the City arising from such negotiations or termination thereof.

Attachments: Attachment A – Kitchen Equipment List

Attachment B – Sanborn Center Use Policy

Attachment C – Floor Plan & Site Map

Attachment D – Proposer’s Questionnaire

Attachment E – Service Agreement

CATERING SERVICES – SANBORN CENTER
RFP-23-01
SCOPE OF SERVICES

The City wishes the RFP to accomplish the following: (1) provide a reasonable return on investment to the City; (2) contract caterers who can implement a creative marketing plan to enhance the profile of the Sanborn Center and; (3) provide reasonably priced and attractive food services.

Menus and Pricing

The variety, quality, and price of food and beverage items that will be offered are high priorities to the City. The City is interested in providing a wide array of menus and prices to suit different budgets and tastes. Each proposer will be required to submit proposed menus with pricing. Also, if the proposer currently operates a restaurant or catering establishment, please enclose a copy of the menus currently used. Once a menu is established, any changes to menus or pricing throughout the term of the agreement must be approved by the Parks & Recreation Director (the Director). All menus with prices provided by the contracted proposer(s) will be provided for viewing by all prospective renters of the Sanborn Center.

Flexibility

The City expects proposers to be flexible when working with prospective clients relative to additional items, food related or not, which the client desires to complete on their own initiative (i.e. wedding cake or special desserts, side dishes of ethnic or religious related foods, or entertainment).

Equipment Provided by the City

Attachment A contains a list of equipment provided by the City. Any other additional equipment required shall be the sole responsibility of the proposer, as well as any repair or replacement thereof.

Fees

Proposers shall pay a User Fee to the City of **ten percent (10%)** of the proposer's gross receipts from all food and beverage sales (server gratuity not included). Such payment shall be due and payable in accordance with the payment terms specified in Attachment E.

Directives

A. Proposer shall notify the Director immediately of any of the following:

- Any and all engagements with prospective renters of the Sanborn Center and confirm with the Director the event times, areas to be utilized, and equipment needed
- A prospective client of the Sanborn Center wishes to make payments to Proposer "in kind" in lieu of money payments (must be approved by the Director)
- Any and all malfunctions or damage to City property immediately to the Director

B. Proposer will be responsible for:

- All services and actions of any employee(s) or person(s) assisting in performance of service

- Collection of all waste material, garbage/refuse, and leaving all work areas in a clean and sanitary condition
- Compliance with all State and Local health regulations and agrees to inspection by same at any reasonable time
- Compliance with City, State, and Federal Fire Regulations
- Cooperation with the Director and compliance with any instructions, rules, and regulations given or issued by the City
- All price quotes requested by prospective clients of the Sanborn Center are to be submitted to the requesting client within seven (7) calendar days from their request and are to be fully complete and detailed. Each quote is to contain a description of all items to be charged (i.e. set-up, bartender, dance floor, props, wedding cake, etc.), and the corresponding price as well as the menu with prices
- Furnishing all items required for its service (such as tablecloths, ice, etc.) with the exceptions of those which the City specifically agrees to provide (Attachments A & B)
- Reimbursement to the City for any loss, breakage, malfunction/damage (other than normal wear and tear) to City property due to negligence, abuse, or improper use by its employees or persons assisting
- Preparing and submitting an event floor plan for each catered event to the Director no later than five (5) business days prior to the event date

Deposits

- Proposer shall provide a \$3,000 deposit (at the beginning of the contract term), which may be applied at the discretion of the Director to expenses incurred as a result of damage to City property or equipment, cleanup of facilities, other expenses as a result of omissions by employees of the proposer, or applied to the past due user fees and taxes
- Should the deposit be drawn upon, the proposer MUST replenish the deposit in full within seven (7) days of being notified by the City. Failure to do so will be considered good cause for termination of the contract
- Deposits will be returned upon the completion/expiration of the Agreement, assuming there are no outstanding debts or liabilities

PROPOSAL FORMAT

Interested Contractors who would like to be considered should submit a proposal accompanied by pertinent information relating to the company's experience, qualifications, personnel, availability, and capability to provide and perform all of the professional services necessary to in an effective manner. The Proposal shall include:

Tab 1: Letter of Introduction and Executive Summary

The letter shall contain a summary of Contractor's ability to perform the services described in the RFP, and confirm that the Proposer is willing to perform these services and enter into a Contract with the City. This letter must provide the names, title, phone, fax and email address for the person authorized to provide technical clarification regarding the proposal. This letter must be signed by an officer authorized to contractually obligate the submitting Contractor.

Tab 2: Table of Contents

The table of contents should outline in sequential order the major areas of the proposal.

Tab 3: Qualifications and Experience

Proposer should clearly and succinctly demonstrate its qualifications and experience to provide the services requested in this RFP. This section of the proposal should be no more than ten (10) numbered pages and, at a minimum, should include the following information.

- **Firm Background and Experience:** Contractor should provide a brief description of the firm's background and history, including the number of years in business, size, range of activities, strength, stability, awards, and other recognition. Contractor should describe its past and ongoing experience providing services of a similar nature to those requested herein. The service descriptions should include the dates such services were provided, the number and types of customers, the type of service, and other relevant information. The contact person listed for each reference shall be someone who has a personal knowledge of the Contractor's performance for the types of services required in this RFP. Current e-mail address/contact information must be provided.
- **References:** provide at least three (3) letters of reference (excluding the City) of the same or similar magnitude to this RFP request, including company name, contract person, phone number and e-mail address. Provide the contact information so that the City may speak with each client about: quality of the company's services and deliverables, service responsiveness, and overall satisfaction with the service program and support team.

Tab 4: Service Approach

- **Menus & Pricing:** Proposers shall submit the menus and pricing that will be offered by the Proposer to the renters of the Sanborn Center
- **Marketing Plan:** Describe or demonstrate methods you plan to use in order to promote usage or market the Sanborn Center. Provide examples of how you have marketed similar venues

Tab 5: Required Proposal Forms:

- Signed ~~/Notarized~~ Request for Proposals
- Acknowledgment of Terms, Conditions, and Addenda
- ~~Signed Acknowledgement of Evaluation Criteria~~ Statement of Litigation
- Reference Form

- Contractor Affidavit Regarding Scrutinized Company List
- Public-Entity Crimes Form
- Conflict of Interest Affidavit

- Non-Collusion Affidavit
- Drug-Free Workplace Form
- Proposer's Questionnaire

CATERING SERVICES – SANBORN CENTER
RFP-23-01
ACKNOWLEDGMENT OF TERMS, CONDITIONS, AND ADDENDA

ADDENDUM ACKNOWLEDGMENT:

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for Proposal # RFP-23-01/Catering Services – Sanborn Center.

VENDOR NAME _____

ADDRESS _____

AUTHORIZED

SIGNATURE _____

PRINTED

SIGNATURE _____ DATE _____

TELEPHONE# _____ FAX # _____

EMAIL: _____

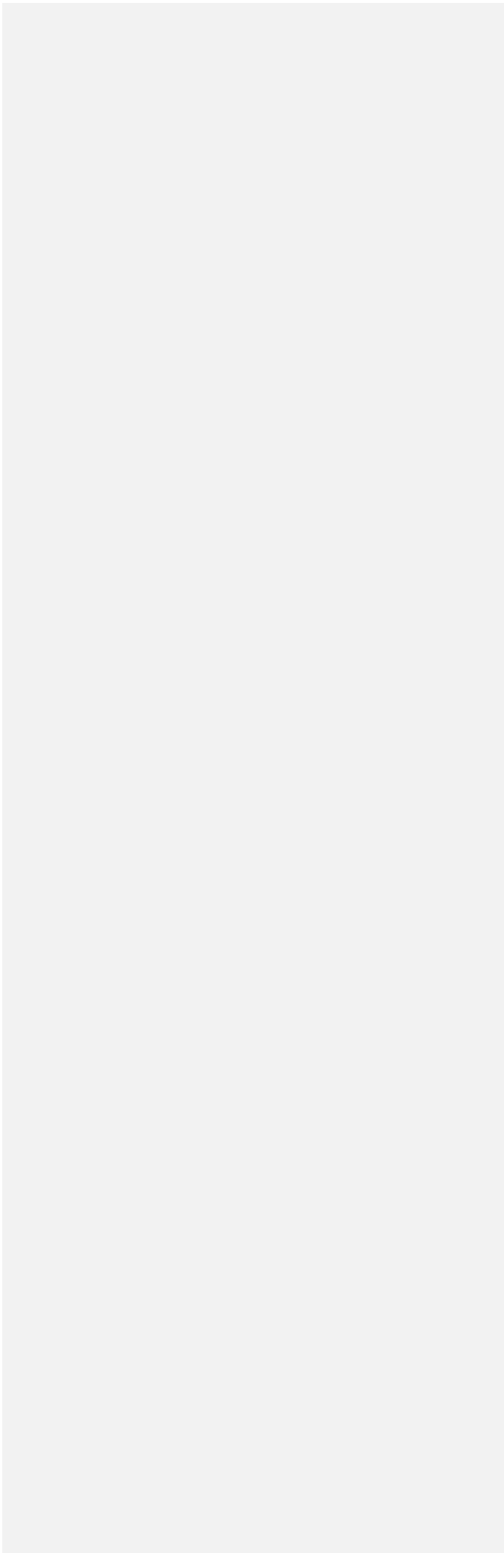
**CATERING SERVICES – SANBORN CENTER
RFP-23-01
EVALUATION AND SELECTION PROCESS**

Evaluation of proposals will be conducted by a Selection Committee comprised of qualified City staff. The committee will evaluate, score and rank all responsive proposals based upon the information and references contained in the proposals submitted. Once each member of the Selection Committee has rated each proposal and completed a rating sheet, a composite is developed which indicates the Committee's collective ranking of proposals in a descending order. Based on the response to this RFP, the Selection Committee will select and/or recommend to the City Commission a firm(s) qualified to provide to the City the services required under this RFP.

The following criteria will be used for evaluating Proposals for City of DeLand and will be based on certain objective and subjective considerations as listed below:

Responsiveness	10 Points (Max)
Qualifications & Experience	45 Points (Max)
Service Approach	45 Points (Max)
Maximum Points Possible	100 Points

Award of this contract will be based on the evaluation criteria stated above.



CITY OF DeLAND COMMISSION
INDEMNIFICATION AND INSURANCE REQUIREMENTS
CATERING SERVICES – SANBORN CENTER
RFP-23-01

INDEMNIFICATION

The City shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the City is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the City and pay the cost of the City's legal defenses, including fees of attorneys as may be selected by the City, for all claims described in the hold harmless clause herein. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Contractor under this Contract for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The Contractor providing services under this Contract will be required to procure and maintain, at their own expense and without cost to the City, until final acceptance by the City of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Fire Insurance: Caterer shall keep its interest in the Sanborn Center catering business operations and any of its equipment and other property located at the Sanborn Center insured at its own expense for fire, extended coverage and such other risks as it may choose in an amount equal to ninety percent (90%) of insurance value, by policies issued by responsible insurance companies and in a form acceptable to the City. All policies of fire insurance required to be carried by the Caterer shall contain a waiver of subrogation by the insurer against the City.

Liquor Liability Insurance: issued by a responsible insurance company and in a form acceptable to the City, protecting and insuring against all the foregoing with coverage limits of not less than one million dollars (\$1,000,000.00) per occurrence for Bodily Injury and Property Damage

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance

providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by City of Deland Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The Contractor shall have five (5) days to provide certificates of insurance to the City demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the General Liability Insurance and Auto Liability Insurance policies have been endorsed to cover the City of Deland City Commissioners as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

CITY OF _____

BEFORE ME, the undersigned authority, personally appeared

_____, who, being by me first duly sworn, made the following statement:

1. The Business address of _____ (name of bidder or Contractor) is _____.
2. My relationship to _____ (name of bidder or Contractor) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a

company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. _____ (name of the bidder or Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. _____ (name of the bidder or Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. _____ (name of the bidder or Contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and City first mentioned above on the _____ day of _____, 20____.

Notary Public

My commission expires:

(AFFIX SEAL or STAMP)

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Company	Address
---------	---------

Authorized Signature	City, State, Zip Code
----------------------	-----------------------

Printed Name & Title	Telephone No.
----------------------	---------------

Email	Fax No.
-------	---------

State of _____)

City of _____)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2022, by

_____, who is personally known to me to be the

_____ for the Firm, OR who produced the following

identification: _____

Notary Public

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT

State of _____)

City of _____)

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Contractor that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Contractor, firm, or person to fix the price or prices in the attached Proposal or of any other Contractor, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Contractor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: _____

Signature of Individual

Printed Name of Individual

Title of Individual

Signed, sealed and delivered in the presence of:

Witness

Witness

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2022
by _____, who is personally known to me or who
has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or Type as Commissioned)

PERFORMANCE BOND

BY THIS BOND, We _____, having its principal place of business at _____, (_____) _____, herein called Principal, and _____, having its principal place of business at _____, (_____) _____, a corporation as Surety, are bound to The City of DeLand, 120 S. Florida Ave., DeLand, Florida, 32720, (386) 626-7000, herein called Owner, in the sum of _____. (\$_____.00) for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Performs the contract number _____ dated _____ between Principal and Owner for (project description) _____ the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
 2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
 3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
 4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
- Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and (10), Florida

Commented [DE2]: This is a construction bond, we need a different form.

~~Statutes. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.~~

____ Signed and sealed this ____ day of _____, 20__.

Witness: _____

(Principal) _____ (Seal)

____ Its: _____

(Title)

Witness: _____

(Surety) _____ (Seal)

____ Its _____

(Title)

PUBLIC ENTITY CRIME FORM

Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged:- _____

Date: _____

**CITY OF DeLAND
CONFIRMATION OF DRUG-FREE WORKPLACE FORM**

In accordance with Section 287.087, Florida Statutes, "[w]henver two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).

(4) In the statement specified in subsection one (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with The City of DeLand's General Conditions, Drug-Free Workplace.

Business Name

Bid Number and Name

Authorized Representative's Signature

Date

Name

Position

REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do not list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #2. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #3. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #4. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #5. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

CONTRACTOR NAME _____

ADDRESS _____

PRINTED SIGNATURE _____

AUTHORIZED SIGNATURE _____

TELEPHONE # _____ FAX# _____ DATE _____

EMAIL: _____

Attachment A
Kitchen Equipment List

<u>Item #</u>	<u>Quantity</u>	<u>Description</u>
1.	4	Mobile Heated Cabinets
2.	1	Two Door Reach in Freezer
3.	1	Two Compartment Prep Sink
4.	2	S/S Hand Sink
5.	1	Six Burner electric Range
6.	4	Mobile Prep Tables
7.	1	Three Door reach in Refrigerator
8.	1	Washer Dryer Combo
9.	1	Three compartment prep sink
10.	1	Dishwasher
11.	2	Utility Carts
12.	1	1000 watt Microwave
13.	3	Glass rack dolly
14.	1	1000 lb ice maker
15.	1	Beverage counter
16.	1	Four-tiered beverage shelf
17.	2	Aluminum open racks

This is the proposed list of equipment. Some items / sizes may be subject to change and the City reserves the right to add or delete items at its convenience.

Attachment B

Sanborn Center Use Policy

1. The City of DeLand has a standing noise ordinance. This noise ordinance is complaint driven and the Rental Party may be asked to turn down or turn off any music not meeting the City's requirements. Any music performed or played outside of the building, including the patio areas, requires written approval from Sanborn Center Staff. Please keep in mind that the exterior door leading out of the kitchen area needs to remain closed as much as possible.
2. Decorations are permitted within reason and must be approved by Sanborn Center Staff. Decorations are permitted only in the space reserved by the renter. It is the responsibility of the renter to remove ALL decorations immediately after the event.

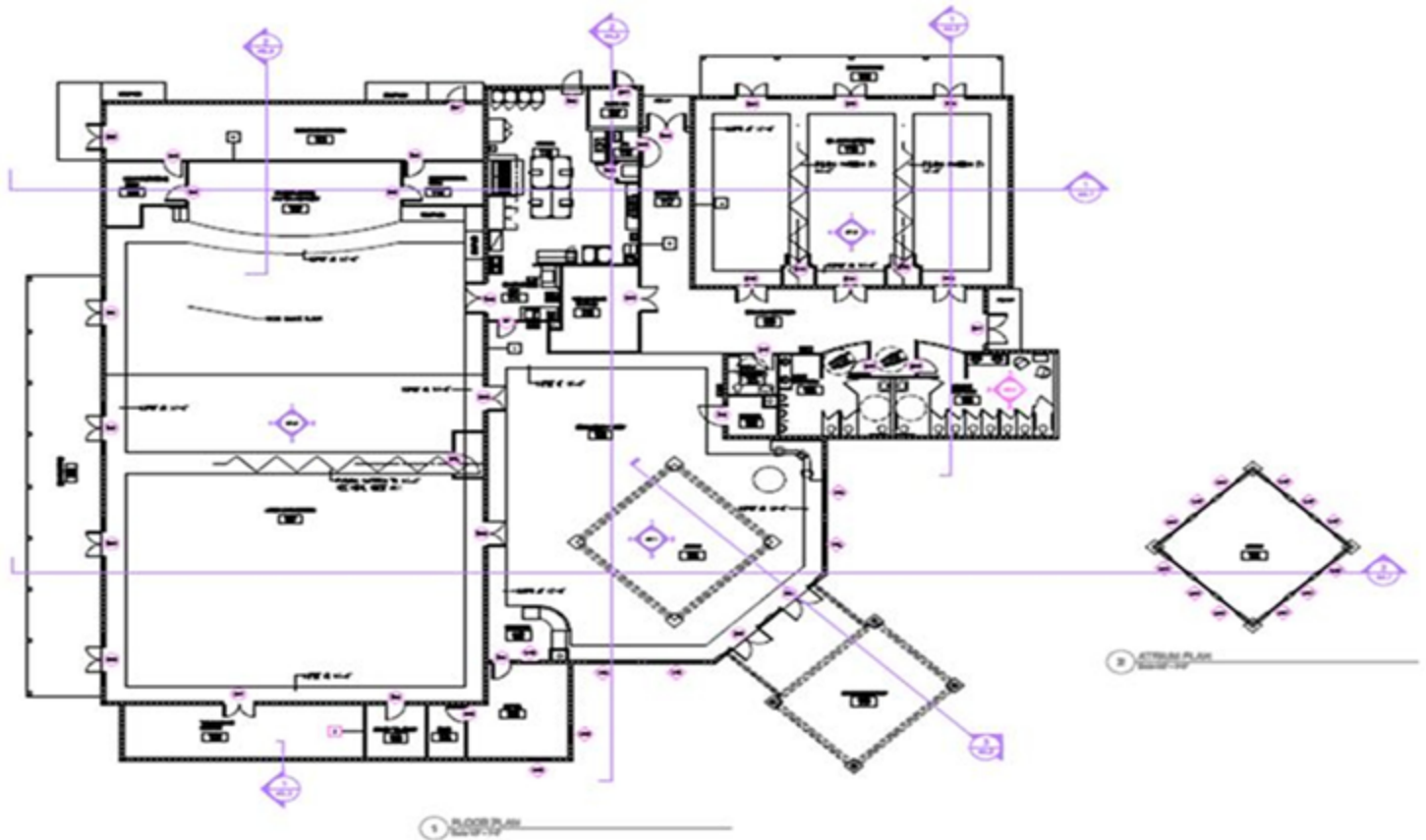
The Sanborn Center does not have storage facilities for decorations prior to or following an event. Tape, tacks, nails, staples, etc. are not permitted to attach decorations. Glitter and other confetti-like decorations are also prohibited.
3. Hours of Operation:
 - a. No events will be scheduled prior to:
 - i. 7:00 AM, Monday – Friday
 - ii. 8:00 AM, Saturday, Sunday, or Holidays
 - b. All events will end no later than scheduled below:
 - i. 11:00 PM, Monday – Thursday
 - ii. 12:00 PM, Friday, Saturday, Sunday, and Holidays
 - c. The following are considered Holidays:

• New Year's Eve	• Easter
• New Year's Day	• MLK, Jr. Day
• Memorial Day	• Thanksgiving Day
• Independence Day	• Christmas Eve
• Labor Day	• Christmas Day
• Veteran's Day	
4. Any time used by the Proposer outside of the rental period (for setup, takedown/cleanup, etc.) must be coordinated with Sanborn Center Staff for each event. This allowance must respect and not interfere with the rental periods of other guests. If needed, and provided that the allowance for additional time outside of the rental period meets the given parameters, proposers may typically coordinate with Sanborn Center Staff to:
 - a. Begin setup two (2) hours in advance of the rental period
 - b. Complete takedown/cleanup one (1) hour following the rental periodAdditional time may be available, however all time needed outside of the rental period must be coordinated with Sanborn Center Staff for each event.
5. Proposers are expected to work amicably in situations where:

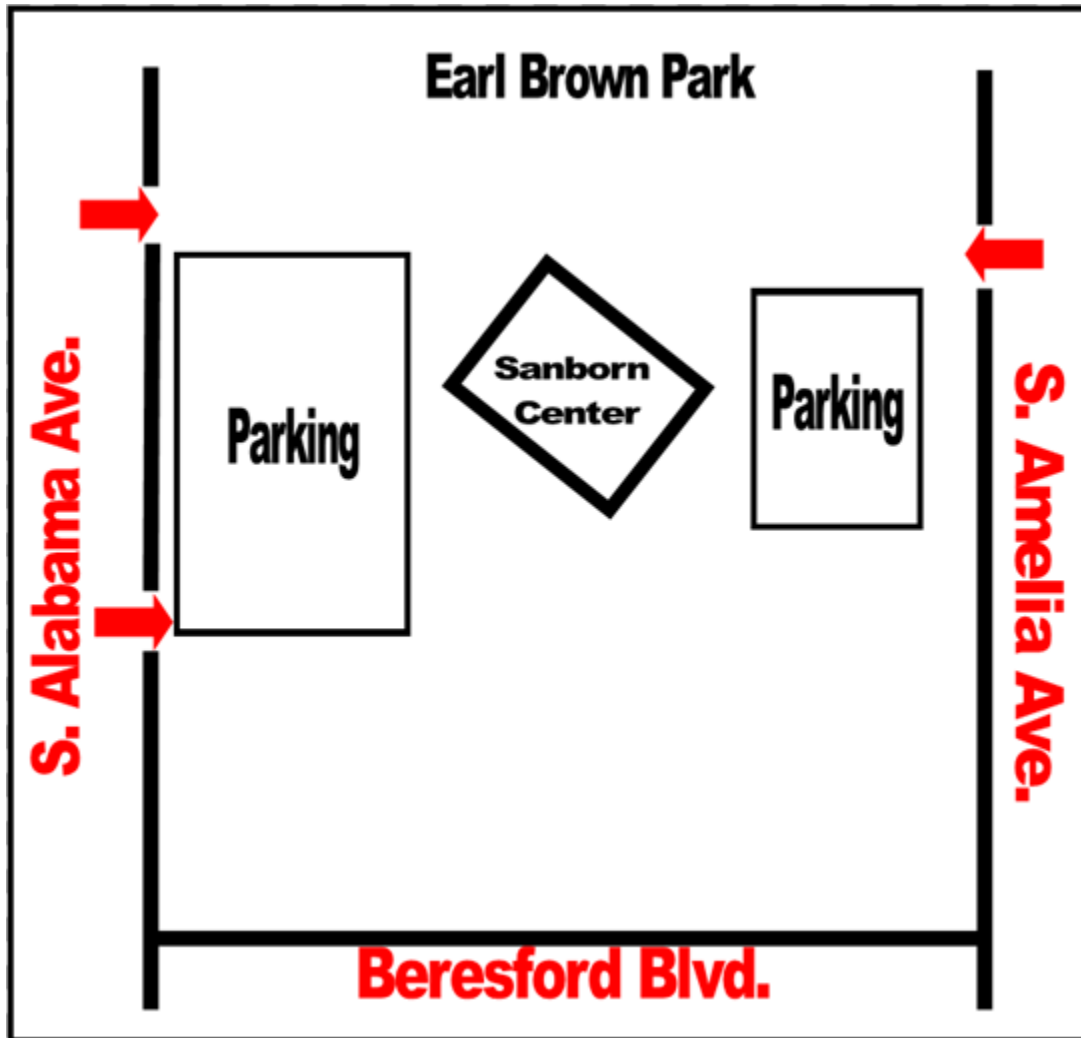
- a. one proposer may be performing takedown/cleanup and the following proposer must perform setup
- b. multiple events occurring simultaneously

Attachment C

Sanborn Center Floor Plan



Sanborn Center Site Map



Attachment D
Proposer's Questionnaire

(Please note when answering the following questions, if you are selected, these answers will be passed on to prospective renters when they inquire about our catering services.)

1. Number of years as a catering company. _____
2. Average number of catered events you do per month. _____
3. How many full-service wedding receptions/social functions for more than 200 guests can you accommodate in one evening at separate venues?

4. Please check the following meals you have experience serving up to 350 guests:
Plated _____ Buffet _____ Stations _____
5. Please check the following meals you have experience serving up to 100 guests:
Plated _____ Buffet _____ Stations _____
6. How many full-service wedding receptions/social functions for more than 100 guests can you accommodate in one evening at separate venues?

7. Please check the following ethnic foods you have experience serving:
Circle any that you specialize in:
Traditional American _____ Cuban _____ Caribbean _____ Greek _____
Italian _____
Mexican _____ Thai _____ Indian _____ Chinese _____ French _____
Kosher _____
8. The Sanborn Center provides select tables and chairs. If a renter needed additional tables and chairs, you can/cannot provide the following:

Equipment	YES	RENT	OWN	N/A
White plastic folding padded chairs				
Six and eight foot rectangular tables				
Cocktail tables (Short and tall)				
Chivari Chairs				

9. What is the average cost per person you would charge for the following 100 person event (including standard linens) :

- Cocktail hour - 3 appetizers and one bar (alcohol provided by renter)
- Reception – Buffet (salad, chicken, starch, veggie), one meat carving station, a dessert, and another bar (alcohol provided by renter)

\$_____ /person

10. In addition to catering, do you provide any additional event services for renters (i.e. event planning)? If yes, please provide a list of additional services.

Attachment E

SANBORN CENTER CATERING SERVICES AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2023 by and between the City of DeLand, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the “City” and _____, hereinafter referred to as the “Caterer”, for the term specified herein, with the City having the option of extending this Agreement for another period of time, upon a mutual agreement of the parties, agree as follows:

WITNESSETH:

WHEREAS, the City desires to have catering services offered at the Sanborn Center; and

WHEREAS, the City issued RFP-23-03, seeking qualified caterers to provide such services and received the Caterer’s Proposal which is attached hereto as Exhibit “A” and

WHEREAS, the City deems it advantageous to grant unto Caterer certain rights, licenses and privileges as set forth herein for the purposes of operating a catering operation, which term shall mean and be limited to the catering operation as described herein; and

NOW, THEREFORE, subject to the terms and conditions contained herein the parties agree as follows:

I. INCORPORATION OF PREAMBLE

The foregoing premises are true and correct and are hereby incorporated in this agreement as though fully set forth below.

II. FOOD CONCESSION OPERATION

1. Location: The City hereby grants to the Caterer the non-exclusive right, subject to certain exceptions hereinafter set forth, to provide catering services to renters of the Sanborn Center. Catering rights under this agreement do not include the right to operate vending machines.

2. Equipment, Fixtures and Services to be provided by Caterer: The City shall provide the equipment listed in the attached Exhibit "B". Said equipment will be provided in good working order on the effective date of this Agreement. Provision of any and all additional items of equipment needed by Caterer for its operation at the Sanborn Center shall be the sole obligation of the Caterer.

A. Equipment Maintenance and Repair: Caterer shall pay the City for any loss, breakage, malfunction or damages, other than normal wear and tear, to City property and equipment which is caused during Caterer's operations at the Sanborn Center. Caterer shall provide a \$3,000 deposit to City, which may be applied at the discretion of the Director to expenses incurred as a result of damage to City property or equipment, clean-up of the facilities, other expenses as a result of negligence or omissions by employees of the Caterer, or other outstanding fees. Caterer shall report any and all malfunctions or damage to City property immediately to the Director. Caterer shall cooperate with City in completion of an event closeout checklist immediately after each event at which Caterer operates at the Sanborn Center. The Caterer is responsible for all set up in excess of City-owned table and chair arrangement. Following the event, the Caterer must assist Sanborn Center staff with stacking all chairs, clearing and wiping down all City-owned tables, vacuum the floor in the rental and common areas, remove all debris from rental and common areas including porches and lawns, clean kitchen and equipment, remove all waste to the dumpsters, and remove all items that are not City-owned materials, including food. If cleanup is unacceptable to the Director, corrections must be made within two (2) hours of notification. The first infraction will result in a verbal warning, the second infraction will result in a written warning that will be kept in the Caterer's file, and the third infraction will result in immediate termination of this Agreement. The

City reserves the right to utilize the deposit to pay for any and all cleanup not completed or damages not fixed by the Caterer within two (2) hours from notification by the Director.

- B. Food Service: On an event basis, Caterer agrees to provide catering services for users of the Sanborn Center facilities. Caterer agrees to provide high quality food products, attractively displayed, to Sanborn Center Users.
- C. Marketing: Caterer agrees to provide, at its expense, reasonable marketing and advertising of its services to the general public, as well as targeted groups. Caterer agrees to review its marketing plan with the Director at least once per year and to supply catering brochures and business cards for potential renters of the Sanborn Center.
- D. Compliance with regulations: It shall be Caterer's responsibility to ensure that all operations conducted pursuant to this Agreement comply with all applicable state, federal and local regulations, including, but not limited to, health regulations. The Sanborn Center must be operated in such a manner as to not generate offensive noise levels and is to be kept clean and neat, in areas open to the public and in areas not open to the public, at all times. In addition, Caterer shall conduct its operations in accordance with the established Sanborn Center Rules & Regulations, as they may be amended from time to time.
- E. Staffing levels: The Caterer is to staff Sanborn Center events, which are staffed by Caterer at all times to handle patron demand efficiently. The Director will review from time to time the Caterer's staffing levels to determine if patron demand is being met efficiently and, if not, shall notify the Caterer.
- F. Courtesy to the Public: In all circumstances, the Caterer shall exercise, and shall require its employees and agents to exercise, courtesy and consideration in their relations with the public. The

Director shall have the right to direct the Caterer to remove any employee of the Caterer from the Center's premises in the event, in the Director's sole opinion, the Caterer's employee has not exercised courtesy and consideration in their relations with the public.

- G. City supplied items: The City shall provide to Caterer for its temporary use on a per event basis the equipment listed in the Exhibit "B" which is attached hereto and made a part hereof by this reference. Caterer shall return and surrender all of the listed equipment to the City in good condition and repair, ordinary wear and tear excepted, after each event and upon termination of this agreement. Caterer shall cooperate with City in completion of an event closeout checklist immediately after each event at which Caterer operates at the Sanborn Center and any damaged or missing items should be noted at that time. It shall be the responsibility of the Caterer to provide all necessary routine cleaning and maintenance for the equipment. If any equipment is rendered unsafe or unusable for its ordinary intended purpose, Caterer shall remove such item from service and immediately notify the Director. City shall be responsible for the replacement of such items unless the loss of such item is caused by Caterer's negligent or intentional acts. City shall be responsible for the repair or replacement of City-supplied items if they are damaged through no fault of the Caterer.
- H. Trash / Cleanup: Caterer will be responsible for collection of all waste material, garbage and refuse and emptying trash receptacles from the Sanborn Center and delivering the trash to the designated dumpster area without dragging the bags across Sanborn Center carpeting. Caterer shall ensure that all work areas are left in a clean condition. The Caterer is to provide all cleaning supplies and equipment necessary for post-event cleanup including trash can liners for the City-provided trash receptacles.
- I. Pre-Event / Post-Event: **THE CATERER MUST FIRST CHECK IN**

WITH THE SANBORN CENTER STAFF PRIOR TO BEGINNING A SETUP AND SIGN OFF BY THE CITY ON THE PRE-EVENT ROOM/EQUIPMENT CHECKLIST. CITY STAFF WILL SET UP CITY-OWNED TABLES AND CHAIRS IN ACCORDANCE WITH THE SUBMITTED FLOOR PLAN. THE CATERER IS TO WIPE OFF TABLES FOLLOWING AN EVENT; CITY STAFF WILL REARRANGE THESE ITEMS FOR THE NEXT EVENT OR REMOVE THEM TO STORAGE. THE CATERER MUST CHECK OUT WITH THE SANBORN CENTER STAFF AFTER TEARING DOWN AND SIGN OFF BY THE CITY ON THE POST-EVENT/EQUIPMENT CHECKLIST.

- J. Maximum post-event tear down time is one (1) hour: **THE CATERER IS REQUIRED TO HAVE ADEQUATE ORGANIZATION AND STAFF TO TEAR DOWN AND CLEAN UP AFTER AN EVENT FOR 350 OR FEWER GUESTS IN LESS THAN ONE (1) HOUR.**
- K. Alcoholic Beverages: Alcoholic beverages are to be served directly by the Caterer.

NO SUBCONTRACTING OF THE PROVIDING OR SERVING OF ALCHOLIC BEVERAGES IS ALLOWED. THE CATERER MAY CHOOSE TO ALLOW THEIR CLIENT TO PROVIDE DIRECTLY TO THE CATERER ALCOHIC BEVERAGES FOR SERVICING PURPOSES ONLY, BUT NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO REQUIRE THE CATERER TO ALLOW THIS OPTION FOR THEIR CLIENTS.

- 3. Management Duties: Caterer shall have all management duties normally arising from catering. By way of illustration, but not limitation for its events, Caterer shall be responsible for keeping the Sanborn Center free of catering-related trash and debris and for keeping the chairs and tables located in both the interior and exterior dining areas clean and in reasonable order, normal wear and tear excepted. Caterer shall immediately clean any spills. Caterer

shall report any accidents or hazardous conditions to the Director as soon as possible. Caterer shall not permit its personnel, equipment or operations, nor those of its subcontractors, to create any hazardous conditions. Caterer shall be responsible for making sure all of its personnel, as well as personnel of any subcontractors, are properly attired, are courteous and professional in dealings with patrons, and operate in a manner consistent with good health and hygiene. Likewise, Caterer shall be responsible for assuring that all equipment, food, and beverages meet all applicable health codes.

4. City Responsibilities: The City will be responsible for, and bear the expense for, the following services related to the Sanborn Center catering: all utilities, pest control, and structural repairs (including HVAC, Plumbing, and Electrical).
5. Inspection: If food is prepared off-site for Sanborn Center events, the City shall have the right to inspect, as deemed necessary, any or all of the Caterer's off-site operations including plants and/or warehouses, and when accompanied by the Caterer's representative, other sources preparing or supplying food, milk or beverage items, etc., to insure full compliance with health and sanitation standards. All health and other regulations pertaining to food handling personnel must be complied with.
6. Menus with Pricing: The menus with pricing offered by the Caterer set forth in the attached Exhibit "C" are to remain unchanged unless agreed upon in writing by the Director. All additions, deletions, modifications, etc. after original proposed menus and pricing must be submitted in writing for the City Manager's approval. All menus with pricing will be provided for viewing by all prospective renters of the Sanborn Center. The Caterer is to continually provide a wide array of menus and prices to suit different budgets and tastes. The City expects the Caterer to be flexible when working with their clients relative to additional items, whether directly food related or not, which the client desires to complete on their own initiative (i.e., wedding cake or special deserts, or ethnic specialty food).

7. Price Quotes: All price quotes requested by clients are to be submitted to the client within seven (7) calendar days from their request and are to be fully complete and detailed. Each quote is to contain a description of all items to be charged (i.e., setup, bartender, dance floor, props, wedding cake, etc.) and the corresponding price, as well as the menu with prices. Any violations of these requirements will be cause for termination of the Agreement.
8. Duty of Loyalty: The Caterer shall not offer, recommend or otherwise provide to any prospective client at the Sanborn Center to provide catering services at a location other than the Sanborn Center, or otherwise advise any such person regarding the availability of other locations. Any such questions asked by prospective clients will be directed to the Director.

III. TERM

1. Term: The period of this Agreement shall be for thirty-six (36) months, beginning on _____, and ending on _____. This Agreement may, by mutual written assent of the parties, be extended for two (2) additional twelve-month periods or portions thereof, up to a cumulative total of sixty (60) months.

IV. CONCESSION FEE, TAXES, PERMITS / LICENSES

1. Fees and Accounting:
 - A. User Fee: In exchange for the rights and privileges granted pursuant to this Agreement, and for each and every catered event held while this Agreement is in effect, Caterer shall pay to the City a sum of money (hereinafter called "User Fee") equal to ten percent (10%) of Caterer's gross receipts from all sales to clients at the Sanborn Center. Any server gratuities shall not be included for calculation of the User Fee, so long as such gratuities are not automatically included in the Caterer's invoice or otherwise requested by the Caterer. The User Fee shall be paid to the City whether the Caterer has collected from their client or not on a weekly

basis each Friday for the prior week's (Monday-Sunday) catered events and shall be due and payable to the City of DeLand, Attention Sanborn Center, 751 S Alabama Avenue, DeLand, FL 32720. Send along with the User Fee 1) all invoices issued by the Caterer relative to such User Fee, 2) a completed financial report on the form attached hereto as Exhibit "D", and 3) update of the upcoming week's events. The Caterer is to provide the City with a \$2,000 deposit upon execution of this Agreement to establish a fund for delinquent or unpaid User Fees owed by the Caterer.

- B. Gross Receipts: "Gross receipts from sales" shall mean the total sales of all food and beverages and other services by Caterer in or upon any part of the Sanborn Center. In addition, the gross food and beverage receipts from sales shall also include the total sales price of all food and beverage items that are exchanged by the Caterer in return for products or services of equal or lesser value from others such as but not limited to patrons, vendors, contractors, professional service companies, and the like, in lieu of cash or credit.
 - C. Record Keeping: The Caterer's record keeping for the operation at the Sanborn Center shall include, at a minimum, weekly sales reports and receipts, including bank deposit slips and verifications of refunds. All such records shall be made available to the City for inspection and copying upon request.
 - D. Late Fees and Interest: Any fee due and payable by Caterer under this Agreement which is not paid within thirty (30) calendar days of the event date shall be subjected to an automatic late fee of one hundred dollars (\$100.00) per week until the debt is paid.
2. Taxes: Caterer shall pay any and all taxes or special assessments, of whatever nature, which may be levied or assessed upon or as a result of this Agreement and the rights granted hereunder, including, but not limited to, all taxes on its own personal property and all sales or use taxes which may arise in connection with the operation of its business.

3. Permits / Licenses: Caterer shall obtain, at its own expense, all permits and licenses which may be required by any governmental agency and shall adhere to all applicable laws and ordinances of the City, Volusia County, the State of Florida and the Federal Government.
4. Booking of the Sanborn Center: The Caterer is not allowed to book any room at the Sanborn Center, only clients of the Caterer or sponsors of the event i.e., bride or groom, company representative or governmental agencies may book the facility.

V. BOOKS, REPORTS, AND AUDITS

1. Books and Records: Caterer shall maintain, for a period of no less than three (3) years, and shall also require subcontractors to maintain for a period of three (3) years, weekly sales reports, receipt books, inventory reports and other such records customarily used by Caterer and its subcontractors to document weekly sales transactions. The City's Finance Director shall have the authority to audit and make transcripts of all sales records for the purpose of verifying the accuracy of payments made to the City.
2. The City is not responsible for any costs incurred by the Caterer as a result of a City audit. In the event that such audit results in an assessment by and an additional payment to the City, such additional payment shall be subject to interest at the rate of one (1) percent per month retroactive to the date such payment originally should have been paid.
3. Finality of Reports: Unless intent to audit shall be served by the City on the Caterer within three (3) years after the receipt of any statement submitted by the Caterer as herein provided, such statement shall be deemed final and binding upon the parties.

VI. INDEMNITY AND INSURANCE

1. Indemnity, Liability and Property Damage: The Caterer shall and will indemnify and save harmless the City from and against any and all liability,

claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorneys' fees and attorneys' fees on appeal of any kind or nature arising or growing out of the actions or failure to act by Caterer, its agents, servants or employees in any way connected with the use, occupancy, or maintenance of the Sanborn Center catering operations, or the use or occupancy of the Sanborn Center by the Caterer or its agents, servants, employees, customers, patrons, or invitees, or arising out of or in any way connected with the operation or conduct of any business or businesses of the Caterer conducted in, upon, or about said Sanborn Center, or resulting from injury to person or property, or loss of life or property of any kind or nature for whatsoever sustained during the term hereof, in or about the Sanborn Center during Caterer's operations. Provided, however, nothing herein shall be construed to require Caterer to indemnify the City for the City's own negligence or willful misconduct. Caterer shall, at its own cost and expense, keep in force, during the term of this Agreement, insurance issued by responsible insurance companies and in a form acceptable to the City protecting and insuring the City against any and all of the foregoing, with combined single limits of not less than one million dollars (\$1,000,000.00) for Bodily Injury and Property Damage, which insurance shall be issued on an occurrence basis.

2. Fire Insurance: Caterer shall keep its interest in the Sanborn Center catering business operations and any of its equipment and other property located at the Sanborn Center insured at its own expense for fire, extended coverage and such other risks as it may choose in an amount equal to ninety percent (90%) of insurance value, by policies issued by responsible insurance companies and in a form acceptable to the City. All policies of fire insurance required to be carried by the Caterer shall contain a waiver of subrogation by the insurer against the City.
3. Worker's Compensation: Caterer shall obtain and maintain workers' compensation insurance during the entire term of this Agreement in the

maximum amounts required by law.

4. Automobile Insurance: Caterer shall maintain Automobile Liability on all vehicles owned and/or utilized by Caterer to conduct catering services at the Sanborn Center. Coverage shall be in the minimum amount of Three-hundred Thousand Dollars (\$300,000) combined single limits for Bodily Injury and Property Damage.
5. Liquor Liability Insurance: Liquor Liability Insurance, issue by a responsible insurance company and in a form acceptable to the City, protecting and insuring against all the foregoing with coverage limits of not less than one million dollars (\$1,000,000.00) per occurrence for Bodily Injury and Property Damage.

The Caterer shall provide the City with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the City. Said Public Liability and Liquor Liability policy shall provide that the City be an additional insured. The City shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of the State of Florida.

VII. SUBCONTRACTING AND ASSIGNMENTS

Caterer shall not assign this Agreement and its rights hereunder, in whole or in part, nor subcontract with any other person or entity to provide any of the services contained in this agreement, except with the prior written consent of the Director or the City Manager; provided, however, the foregoing shall not prevent the assignment of this Agreement and of Caterer's rights hereunder to any corporation into or with which the Caterer may merge or consolidate, or which may succeed to the business and assets of the Caterer provided that no such assignments shall release the Caterer from its obligations contained in this Agreement. Before any

such assignment shall become effective, the assignee shall, by written instrument, assume and agree to be bound by the terms and conditions of this Agreement during the remainder of the term hereof.

VIII. DEFAULT / REMEDIES / WAIVER

1. Default: If any of the following events occur, the City, at any time hereafter, shall have the right at its election to immediately terminate this Agreement:
 - A. Failure to Pay Any Fee: In the event the Caterer shall fail to pay any fee due hereunder in the amounts and at the times and in the manner herein specified;
 - B. Failure to Replenish Deposit Accounts: In the event the Caterer shall fail to replenish all or portions of deposit accounts utilized by the City within seven (7) calendar days from notification by the City of such draw down.
 - C. Failure to Submit Timely and Detailed Price Quotes: In the event price quotes are not submitted to clients within seven (7) calendar days from their request or if the price quotes do not provide a complete breakdown of all items of which there will be a charge and their corresponding price.
 - D. Violation of Covenant: In the event the Caterer shall fail to keep and perform or shall violate any of the terms, covenants and conditions of this Agreement on its part to be kept and performed, and Caterer shall not have cured or corrected such failure or violation within twenty (20) calendar days after written notice thereof or if in the opinion of the Director it cannot be cured within twenty (20) calendar days with diligent effort, such other time not to exceed thirty (30) days, shall have been given to Caterer; or immediately should the violation affect the health, safety and welfare of the Caterer's employees, City employees or the public.
 - E. Continuous Violation of Covenants: In the event the Caterer shall, after three (3) separate occasions during the term of this Agreement, fail

to keep and perform or shall violate any of the terms, covenants and conditions of this Agreement on its part to be kept and performed during the term of this Agreement, then the City has the right to terminate this Agreement, whether or not such violations have been cured by the Caterer.

- F. Insolvency: If Caterer shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy or shall be adjudged a bankrupt, or the interest of the Caterer under this Agreement shall be levied upon and sold upon execution or shall by operation of law become vested in another person, firm or corporation because of the insolvency of the Caterer; or in the event that a receiver or trustee shall be appointed for the Caterer or the interest of the Caterer under this Agreement.
- G. Abandonment: In the event the Caterer shall cease to operate the catering operation awarded herein, or shall vacate or abandon the Sanborn Center catering operations, or shall permit the same to remain vacant or unoccupied without the consent of the City first had and obtained.

2. Remedies:

- A. Removal of Caterer from the Sanborn Center: Upon the occurrence of any one or more of the events of default specified herein, Caterer's right to operate at the Sanborn Center shall terminate and the City may expel and remove the Caterer or any other person who may be found at the Center, and the City may use such force in and about expelling and removing the Caterer and said other person as may reasonably be necessary. The Caterer shall make no claim of any kind against the City, its agents and representatives by reason of such termination or any act incident thereto.
- B. Damages: In addition to terminating this Agreement, the City may sue for and recover all damages and fees earned under this Agreement or

arising out of any breach thereof.

- C. Other Remedies: The City may, if it so elects, pursue any other remedies provided by law for the breach of this Agreement or any of its terms, covenants, conditions or stipulations. No right or remedy herein conferred upon or reserved to the City or the Caterer is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder, or now or hereafter existing at law or at equity or by statute.
 - D. Removal of Property: Any and all property which may be removed from said premises by the City pursuant to the provisions hereof or of law, may be handled, removed, or stored by the City at the sole risk, cost and expense of the Caterer, and the City shall in no event be responsible for the value, preservation or safekeeping thereof. The Caterer shall pay to the City upon demand any and all expenses incurred in the removal of said property and all storage charges against such property so long as the same shall be in the City's possession or control.
3. Waiver of Default: The acceptance of any fee by the City, whether in a single instance or repeatedly in part or in whole, after it falls due, or after knowledge of any breach hereof by the Caterer, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express waiver in writing, shall not be construed as a waiver of the City's right to act or of any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.
4. Effect of Demand: The obligation of the Caterer to pay the fees reserved hereby during the balance of the term hereof or during any extensions hereof, shall not be deemed to be waived, released or terminated by the service of any thirty (30) day notice, other notice to collect, demand for possession, or notice that this Agreement will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts

resulting in the termination of the Caterer's right to operate the catering operations. The City may collect and receive any fees due from the Caterer, and payment or receipt thereof shall not waive or affect any such notice, demand or suit, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which the City may have by virtue hereof.

IX. TERMINATION FOR CONVENIENCE

Termination for Convenience: The City may terminate this agreement by providing the Caterer with thirty (30) days advance written notice.

X. MISCELLANEOUS PROVISIONS

1. Addition of New Caterers: If existing catering companies under contract with the City are terminated, the City reserves the right to add new Caterers of a similar type i.e., full line or smaller.
2. Lawful Uses: Caterer agrees that in its use of the Sanborn Center, the Caterer will comply with all present and future valid laws, ordinances and regulations of the Federal Government, State of Florida, County of Volusia, City of DeLand and agencies thereof relating to the occupancy or use of the premises (including, but not limited to, those applicable to health and sanitary conditions and safety and fire prevention) and that it will not use the Sanborn Center for any illegal, unsafe or immoral purposes. Caterer further agrees that it will use the Sanborn Center including all equipment therein, to service only Center operation. If the City determines that the Caterer is using the Sanborn Center facilities to provide services outside the scope of this Agreement, then the Caterer shall be in default.
3. Non-Discrimination: The Caterer agrees that it shall not discriminate in hiring or in service on the basis of race, sex, religion, national origin, age, marital status or handicap.
4. Fire or Other Causality: In the event that the Sanborn Center is damaged or destroyed by fire or other casualty, the same may be promptly repaired,

rebuilt or abandoned by the City at its discretion, but the City shall not be obligated to repair or rebuild any personal property of the Caterer.

5. Closing of the Sanborn Center: The City maintains the right to close any part or all of the Sanborn Center either permanently or temporarily. City agrees to give advance notice to Caterer of such closures unless such advance notice is prohibited by an Act of God. If the Sanborn Center is thereafter re-opened, during the original term of this Agreement, the Caterer shall upon approval by the City commence servicing its catering operations again.
6. Force Majeure: The performance of all covenants herein contained, except for the payment of fees which shall be paid as and when provided in this Agreement, shall be postponed and suspended during such periods as the performance thereof is prevented by Acts of God, accidents, weather and conditions arising there from, strikes, boycotts, lockouts and other labor troubles, riot, fire, earthquake, flood, storm, lightning, epidemic, insurrection, rebellion, revolution, civil war, hostilities, war, the declaration of existence of a national emergency and conditions arising there from, the exercise of paramount power by the Federal Government, either through the taking of said premises or the imposition of regulations restricting the conduct of business therein, acts of enemies, sabotage, interference, restriction, limitation or prevention by legislation, regulation, decree, order or request of any federal, state or local government or any instrumentality or agency thereof, including any court of competent jurisdiction, inability to secure labor or adequate supplies of materials, products or merchandise or any other delay or contingency beyond the reasonable control of the City or the Caterer.
7. Not Joint Venture: It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship of co-partners or joint ventures between the parties hereto or as constituting the Caterer as the agent or representative of the City for any purpose or in any manner whatsoever, Caterer is in all respects an independent contractor.

8. Rules and Regulations: The Caterer shall observe and obey all rules and regulations applicable to the Sanborn Center, which may from time to time during the term of this Agreement be promulgated by lawful authority for the care, operation, maintenance and protection of the Sanborn Center. A copy of the current rules is attached incorporated by reference.
9. Right of Access: The City hereby grants to the Caterer the right of access and ingress to and egress from the Sanborn Center by the Caterer and its employees, contractors, suppliers, servicemen, subcontractors, guests, patrons and invitees; provided, that such rights of access, ingress and egress are at all times exercised in conformance with any and all regulations promulgated by the City, or other lawful authority, for the care, operation, maintenance and protection of the Sanborn Center and the public.
10. No Liability of City to Caterer in Operations: The City shall not be liable to the Caterer or to its agents, representatives or employees for any injury to, or death of any of them or of any other person or for any damage to any of the Caterer's property or loss of revenue, caused by any third persons in the maintenance, construction or operation of the Sanborn Center or its facilities, its appurtenances, facilities and equipment, or caused by any third persons, whether such injury, death or damage is due to negligence or otherwise. Third persons as used herein shall include the United States, State of Florida or any of their agencies and all persons other than the City.
11. Mechanics' Liens: Caterer shall not suffer or permit any mechanics' liens to be filed against the City, or any of its facilities or equipment, by reason of work, labor, services or materials supplied or claimed to have been supplied to the Caterer or any assignee of the Caterer or suffer or permit any other lien to attach to the Sanborn Center or any part thereof. Whenever the Caterer makes any repairs, all contracts shall contain a clause, which provides that the Caterer will not perfect a lien against any City property.
12. Disposition of Equipment: Upon the termination of this Agreement by lapse of time or otherwise, except for Caterer's default, the Caterer shall have the

right (subject only to the preemption hereinafter stated), and on direction from the City shall be obliged, to remove without damage to City Property or premises all equipment and personal property installed or located within the Sanborn Center (but not pipes, conduit and wiring which Caterer may have installed and which may be affixed to or embedded in walls, ceilings or floors), and whether or not such equipment shall be deemed real or personal property, Caterer shall have a reasonable time, not to exceed seventy-two (72) hours, to remove such equipment and personal property and to restore the premises to the conditions which they were in immediately prior to Caterer's completion of the improvements required, ordinary wear and tear excepted. Caterer shall be deemed to have abandoned to the City any such equipment and personal property which it has failed to remove from the Concession area within said seventy-two (72) hours, unless the City shall grant a further period in writing for this purpose.

13. Inurement: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, legal representatives and assignees. This paragraph shall not be deemed to authorize the Caterer to make an assignment of its interest in this Agreement except as hereinabove expressly provided.
14. Advertising: All advertising of the Sanborn Center catering operations by the Caterer is to be approved by the Director prior to use.
15. Modification of Agreement: No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the City Manager.
16. Resolution of Disputes: The disposition of any dispute is at the sole discretion of the City Manager.
17. Choice of Laws / Venue: This Agreement is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. Any litigation arising out of this Agreement shall be had in the Courts of Seminole County, Florida.

18. Non-Collusion Clause: The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation; firm or person who submitted proposals for the Catering services covered by this Agreement and is in all respects fair and without collusion or fraud. As to Caterer, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute same on behalf of the Caterer as the act of the said Caterer.
19. Whole Agreement: This Agreement, including all Exhibits and Attachments, which are incorporated by reference, contains all the terms and conditions agreed upon by the parties. In any instance of discrepancy, however, between this Agreement and the Request for Proposal or Caterer's proposal, this Agreement shall control. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
20. Attorneys Fees: If it should become necessary for either party to seek to enforce this agreement or to seek a declaration of rights hereunder, in a court of law, the parties hereby agree that each party shall bear their own attorney's fees and costs, including costs on appeal, regardless of the outcome of such litigation.
21. Non-Exclusive Agreement: This Agreement is considered a non-exclusive Agreement between the parties. Nothing in this Agreement shall be deemed to grant to the Caterer the sole rights to provide catering services at the Sanborn Center.
22. No Third-Party Beneficiaries: This Agreement is not intended for the benefit of any third party, and no person or entity other than Caterer may rely upon this Agreement for any purpose whatsoever.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first above written in one or more counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original Contract.

CATERER

Signature

Typed/Printed Name

Title

Name of Company, Corp., etc.

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____ (title) as _____ for _____ who is personally known to me or who produced his Florida Driver's License as identification and did/did not take an oath.

Notary Public

(Notary Seal)
My commission expires:

Typed/Printed Name

ATTEST:

CITY OF DELAND

Julie A. Hennessy, City Clerk

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____ as City Manager for the City of DeLand, Florida who is personally known to me or who produced his Florida Driver's License as identification and did/did not take an oath.

Notary Public

(Notary Seal)
My commission expires:

Typed/Printed Name

CITY OF DELAND
Request for Commission Action
May 1, 2023

SUBJECT: Resolution Approving First Amendment to Contract for Construction Management/General Contracting Construction Phase Services for the City of DeLand Utilities Administration Building.

DEPARTMENT: Public Service

PREPARED BY: Chad Gamble, Public Services Director

ATTACHMENTS: Resolution, First Amendment, Exhibit A- Final GMP, EXHIBIT B - Plans and Specifications

APPROVED BY: Michael Pleus, City Manager, April 25, 2023

SUMMARY/HIGHLIGHT:

The City issued RFP No. 22-02 and on March 17th, 2022, received proposals for Construction Management Services- 2022 Public Services Department Campus Improvements. This RFP sought a Construction Management at Risk (CMAR) procurement project delivery method to coordinate over \$90 million in Public Services Department campus improvements set to begin this year and run for the next three years.

On April 18, 2022, the Commission approved the recommendation of Wharton-Smith (WS) as the highest ranked respondent of the RFP. A Contract was entered into for Pre-Construction Phase Services for the Construction of the Utility Administration Building (UAB) as well as the Wiley M. Nash Reclamation Facility (WRF) Improvements. The structure of the aforementioned contract allowed for the City to move forward, after design phase of the project was complete, with either the UAB, the WRF, or both.

Wharton-Smith submitted the first of two Guaranteed Maximum Prices (GMP) for Construction Phase Services for the UAB, which was approved at the March 6th, 2023 Commission meeting. As noted in that Request for Commission Action, the Early GMP, if approved, would be followed by a Final GMP. The focus of this agenda item is to approve the first amendment to the Contract, subsequently approving the Final GMP, that is an attachment to this Request for Commission Action.

The construction drawings were revised to account for comments received in the TRC site plan and building permit review processes as well as adding the construction drawing sheets that include the design of the Public Services Department North parking lot located on the property recently acquired via eminent domain process.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Increase Investment in Infrastructure, High Value Government.

SUSTAINABILITY:

Energy efficient buildings and infrastructure, Natural resource protection and optimization.

FISCAL IMPACT:

The Early GMP for the UAB was \$2,304,129.00 which was programmed into the FY 22 budget and will be carried over. The updated cost for the Final GMP is \$16,634,710.00 and is inclusive of the early GMP costs.

The City will apply for Federal Building Resilient Infrastructure and Communities (BRIC) grant funding in the Fall 2023 application cycle and have requested federal line item funding for all of the Public Services Department campus improvements (WRF and UAB improvements) via applications through Congressional representative Waltz's office. Grant award notifications are expected to be forthcoming in the Spring of 2024. As per the presentation and programming in the most recent updated utility rate study performed by Raftelis (January 2023) the overall funding for the UAB project will use current appropriations as well as a supplemental budget appropriation from the utility fund reserves once the main GMP is approved.

Current funding of this project has been established with previous appropriations of \$10.6 million. This amendment, if approved, will require an additional appropriation of Utility Fund reserves in the amount of \$6,910,000. This amendment includes the additional costs of a phased construction of the new PSD north parking lot.

RECOMMENDATION:

Staff recommends that the City Commission approve the PSD 2023 Campus Improvements- CMAR Construction Phase Contract for the Utility Administration Building in the amount of \$16,634,710.00.

BACKGROUND/DISCUSSION:

N/A

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY OF DELAND, FLORIDA APPROVING THE FIRST AMENDMENT TO CONTRACT FOR CONSTRUCTION MANAGEMENT / GENERAL CONTRACTING SERVICES FOR CONSTRUCTION PHASE SERVICES FOR THE CITY OF DELAND UTILITIES ADMINISTRATION BUILDING AND AUTHORIZING THE CITY MANAGER, UPON THE ADVICE AND CONSENT OF THE CITY'S DIRECTOR OF PUBLIC SERVICES OR CITY ENGINEER TO EXECUTE DEDUCTIVE CHANGE ORDERS RELATED TO THIS CONTRACT SOLELY FOR OWNER DIRECT PURCHASES; PROVIDING FOR ADMINISTRATIVE ACTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of DeLand desires to approve the FIRST AMENDMENT TO CONTRACT FOR CONSTRUCTION MANAGEMENT / GENERAL CONTRACTING SERVICES FOR CONSTRUCTION PHASE SERVICES FOR THE CITY OF DELAND UTILITIES ADMINISTRATION BUILDING (the "Contract"), which amendment was a planned amendment from the origination of this project; and

WHEREAS, the Contract provides for owner direct purchases of certain items in order to achieve costs savings related to sales taxes or otherwise that can be achieved when the City, as a governmental entity, purchase the materials; and

WHEREAS, the City Commission desires to delegate to the City Manager to execute deductive change orders related solely to owner direct purchases; 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 is, and taking the actions set forth herein are, in the public interest and serve a public purpose.

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

Section 2. Approval of FIRST AMENDMENT TO CONTRACT FOR CONSTRUCTION MANAGEMENT / GENERAL CONTRACTING SERVICES FOR CONSTRUCTION PHASE SERVICES FOR THE CITY OF DELAND UTILITIES ADMINISTRATION BUILDING.

(a). The City Commission hereby approves the FIRST AMENDMENT TO CONTRACT FOR CONSTRUCTION MANAGEMENT / GENERAL CONTRACTING SERVICES FOR CONSTRUCTION PHASE SERVICES FOR THE CITY OF DELAND UTILITIES ADMINISTRATION BUILDING. The Mayor, City Manager and Director of Public Services shall execute the document, as appropriate, on behalf of the City.

(b). The City Commission hereby authorizes the City Manager to execute deductive change orders related solely to owner direct purchases when either of the City's Director of Public Services or City Engineer recommend in their professional opinion that a deductive change order should be executed.

Section 3. Further Implementing Administrative Actions.

The City Manager is hereby generally authorized to take any and all actions necessary and appropriate to implement the provisions of this Resolution.

Section 4. 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 5. Effective Date.

This Resolution shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED this ___ day of May, 2023.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy, MMC, City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney

**FIRST AMENDMENT TO CONTRACT FOR CONSTRUCTION MANAGEMENT /
GENERAL CONTRACTING SERVICES FOR CONSTRUCTION PHASE SERVICES
FOR THE CITY OF DELAND UTILITIES ADMINISTRATION BUILDING**

This First Amendment to Contract for Construction Management / General Contracting Services for Construction Phase Services for the City Of Deland Utilities Administration Building by and between the by and between the City of DeLand, Florida, a body corporate and politic and a subdivision of the State of Florida, whose address is City of DeLand, 120 South Florida Avenue, DeLand, Florida 32720 and Wharton-Smith, Inc., 750 Monroe Road, Sanford, Florida 32771 (hereinafter the "First Amendment") is entered into by and between the City of DeLand and Wharton-Smith, Inc.

Whereas, the City of DeLand and Wharton-Smith, Inc. entered into the Contract for Construction Management / General Contracting Services for Construction Phase Services for the City Of Deland Utilities Administration Building which was approved by the City of DeLand on March 6, 2023 (hereinafter the "UAB CMAR Contract"); and

Whereas, the UAB CMAR Contract expressly provided that it included a preliminary guaranteed maximum price (hereinafter the "GMP"), related primarily to long lead time procurements, in the amount of TWO MILLION THREE HUNDRED FOUR THOUSAND ONE HUNDRED TWENTY NINE AND 00/100 DOLLARS (\$2,304,129); and

Whereas, the UAB CMAR Contract expressly provided that it would be amended when the final GMP was prepared; and

Whereas, Wharton-Smith, Inc. has submitted the final GMP to the City in the amount of \$16,634,710, and as more particularly defined and set forth in the Exhibit "A" attached to this First Amendment; and

Whereas, in addition to the foregoing change, the plans and specifications, included as Exhibit "B" to the UAB CMAR Contract, have been modified slightly to accommodate the addition of a new north parking lot and deletion of the exfiltration drainage system in the parking lot adjacent to the Utility Administration Building, and the parties desire to amend the UAB CMAR Contract by amending the existing plans and specifications with the updated and new plan sheets related to the parking areas, such new and updated plan sheets being dated January 27, 2023 (all new and revised plan sheets are reflected in the GMP attached as Exhibit "A" to this First Amendment); and

Whereas, the City of DeLand previously issued to Wharton-Smith, Inc. a Notice to Proceed, as defined in the UAB CMAR Contract, and the parties desire that the City of DeLand issue a new notice to proceed following the execution of this First Amendment, which new notice to proceed will be deemed the Notice to Proceed, as defined in the UAB CMAR Contract; and

Whereas, in accordance with the terms of the UAB CMAR Contract, the parties desire to amend the UAB CMAR Contract for the purpose of changing the GMP, the plans and specifications with regard to the parking areas and the substantial completion date; and

Now, Therefore, in accordance with the terms of the UAB CMAR Contract, the parties hereby agree as follows:

1. Exhibit “A” to the UAB CMAR Contract is hereby replaced with the Exhibit “A” attached to this First Amendment.

2. Article 1, Section 1.1.1.2 is revised to read, in full, as follows:

1.1.1.2 Exhibit “B” – Plans and Specifications

The purpose of amending Section 1.1.1.2 is simply to remove the words “Survey, Investigations” that were included in the title of Exhibit B.

3. Exhibit “B” to the UAB CMAR Contract, which consists of the Plans and Specifications entitled DeLand Utilities Administration Building and dated August 26, 2022, is amended to reflect the revised and new plan sheets related to the parking areas, such revised and new plan sheets being dated January 27, 2023.

4. The City of DeLand shall issue a new notice to proceed to Wharton-Smith, Inc. following the execution of this First Amendment and such new notice to proceed shall be deemed the “Notice to Proceed” as that term is defined and used in the UAB CMAR Contract.

5. Article 5, Section 5.1 of the UAB CMAR Contract is hereby amended by changing the Substantial Completion date from FIVE HUNDRED SIXTY-EIGHT (568) calendar days to FIVE HUNDRED FOUR (504) calendar days. For the sake of clarity, the Substantial Completion date in the UAB CMAR Contract shall be 504 calendar days following the date upon which the City of DeLand issues to Wharton-Smith, Inc. the new notice of commencement referenced in Paragraph 4 of this First Amendment.

6. Article 6, Section 6.0 of the UAB CMAR Contract is hereby amended by changing the stated GMP from TWO MILLION THREE HUNDRED FOUR THOUSAND ONE HUNDRED TWENTY-NINE AND 00/100 DOLLARS (\$2,304,129) to SIXTEEN MILLION SIX HUNDRED THIRTY-FOUR THOUSAND SEVEN HUNDRED TEN DOLLARS (\$16,634,710).

6. Except as expressly set forth above in this First Amendment, the UAB CMAR Contract remains unchanged.

7. This First Amendment shall be effective upon execution by both parties hereto.

Attest:

CITY OF DELAND

Michael Pleus, ICMA-CM
City Manager

Date: _____

Chad A. Gamble, P.E.
Director of Public Services

Date: _____

Attest:

BY:

Christopher M. Cloudman
Mayor - Commissioner

Date: _____

WHARTON-SMITH, INC.

BY:

Signature

Signature

Name and Title

Name and Title

Date: _____

Date: _____



PUBLIC SERVICE CAMPUS IMPROVEMENTS



CITY OF DELAND, FLORIDA
UTILITY ADMINISTRATION BUILDING
FINAL GMP DELIVERABLE
April 19, 2023

Wharton-Smith Contact:

Dwayne Kreidler, PE
Preconstruction Services Manager
407-321-8410
dkreidler@whartonsmith.com

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ATTACHMENT 1 – Executive Summary

April 19, 2023

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

Re: Public Services Campus Improvements – Utility Administration Building Final GMP Deliverable

Dear Mr. Gamble:

Wharton-Smith is pleased to submit the GMP (Final GMP) Deliverable for the subject project. This deliverable includes the costs, bid proposals, overall project schedule, site utilization plan, document list, assumptions, and clarifications.

The bid proposals for this GMP were based on the documents listed in **Attachment 2**.

This GMP cost summary is provided in **Attachment 3**. This GMP package totals to **\$16,634,710**.

Attachment 3 includes the summary of the bid tabulation for each of the bid packages. Each of the received bids were reviewed for completeness and compliance with the bid documents. The selected price for each package is anticipated to be the lowest responsive and responsible bidder.

A summary of the costs are as follows:

- The following allowances and contingencies are included within this GMP:
 - Testing Allowance - \$38,000
 - Permit Fee Allowance - \$125,000
 - Utility Allowance - \$50,000
 - Escalation Contingency - \$106,250
 - CM Contingency - \$472,508
 - Owners Contingency - \$175,000
- The general requirements and conditions provide for a cost sharing of the trailer between the UAB and water reclamation facility expansion projects. General condition staffing is for the full duration of the project.
- Bonds and insurance are included within the GMP costs.
- BRIC grant funding is anticipated for this project but the full grant requirements have not been presented to the City at the time of this GMP development. It is expected that the Davis Bacon wage requirements will be required to comply with this grant funding. This GMP includes costs to comply with the Davis Bacon wage requirements and record keeping. A third party confirmation of these wages is not included in the GMP costs.
- Additional clarifications and assumptions, which were applied to this GMP, are included in **Attachment 4**.

The estimated construction duration for this project is 16 months based on the final documents. The schedule is included in **Attachment 5**.

The site utilization plan is presented in **Attachment 6** and assumes the use of the North property for access, site trailer and deliveries.

The Owner Direct Purchase (ODP) process can be incorporated into this project to save tax dollars for the City. A list of these ODP items and overall amount will be produced after the GMP is approved. As the contracts are developed for the successful bidders, the ODP information will be refined for review and implementation.

Should you have any questions or comments do not hesitate to contact me.

Sincerely,



Dwayne Kreidler, PE
Preconstruction Services Manager
Wharton-Smith, Inc.

ATTACHMENT 2 – List of Documents

Deliverable: Final GMP Package
 Owner: City of Deland
 Project: Deland Utilities Administration Building

Doc Type: Drawings
 Architect: SCHENKELSHULTZ
 Titled: Deland Utilities Administration Building
 Dated: 8/26/2022
 Phase: 100% Construction Documents

Sheet No.	Sheet Title	Issue Date	Add 1
G000	COVER	08/26/22	
G001	GENERAL INFORMATION & ABBREVIATIONS	08/26/22	
G010	CODE SUMMARY & CALCULATIONS & LIFE SAFETY PLANS	08/26/22	
G019	UL ASSEMBLIES	08/26/22	
G020	UL ASSEMBLIES	08/26/22	
G031	PARTITION TYPES & NOTES	08/26/22	
G032	TYPICAL PARTITION DETAILS	08/26/22	
C1	COVER SHEET	08/26/22	
C2	CONSTRUCTION NOTES	08/26/22	
C3	CONSTRUCTION NOTES	08/26/22	
C4	DEMOLITION & EROSION CONTROL PLAN	08/26/22	
C5	GEOMETRY, SIGNAGE & STRIPING	08/26/22	
C6	PAVING, GRADING & DRAINAGE PLAN	08/26/22	
C7	UTILITY PLAN	08/26/22	
C8	CONSTRUCTION DETAILS	08/26/22	
C9	CONSTRUCTION DETAILS	08/26/22	
C10	CONSTRUCTION DETAILS	08/26/22	
C11	CONSTRUCTION DETAILS	08/26/22	
TP1	TREE PROTECTION PLANS AND DETAILS	08/26/22	
LA1	LANDSCAPE PLANS AND DETAILS	08/26/22	
LA2	LANDSCAPE PLANS AND DETAILS	08/26/22	
S001	STRUCTURAL GENERAL NOTES	08/26/22	
S002	STRUCTURAL GENERAL NOTES	08/26/22	
S003	STRUCTURAL GENERAL NOTES	08/26/22	
S004	STRUCTURAL GENERAL NOTES & WIND DESIGN CRITERIA	08/26/22	
S005	STRUCTURAL GENERAL NOTES	08/26/22	
S101	FOUNDATION PLAN	08/26/22	
S102	SECOND FLOOR FRAMING PLAN	08/26/22	
S103	ROOF FRAMING PLAN	08/26/22	
S201	FOUNDATION SECTIONS & DETAILS	08/26/22	
S301	FLOOR FRAMING SECTIONS AND DETAILS	08/26/22	
S401	ROOF FRAMING SECTIONS AND DETAILS	08/26/22	
S501	SCHEDULES, SECTIONS AND DETAILS	08/26/22	
S601	TILT-UP PANEL SECTIONS, DETAILS AND SCHEDULES	08/26/22	
S602	TILT-UP PANEL SECTIONS, DETAILS AND SCHEDULES	08/26/22	
S603	TILT-UP PANEL ELEVATIONS	08/26/22	
S604	TILT-UP PANEL ELEVATIONS	08/26/22	
AS101	ARCHITECTURAL SITE PLAN & DETAILS	08/26/22	
A101	ARCHITECTURAL FLOOR PLAN -FIRST FLOOR	08/26/22	
A102	ARCHITECTURAL FLOOR PLAN -SECOND FLOOR	08/26/22	
A121	DIMENSION PLAN -FIRST FLOOR	08/26/22	
A122	DIMENSION PLAN -SECOND FLOOR	08/26/22	
A141	REFLECTED CEILING PLAN -FIRST FLOOR	08/26/22	
A142	REFLECTED CEILING PLAN -SECOND FLOOR	08/26/22	
A151	ROOF PLAN	08/26/22	

Deliverable: GMP-2 Main Package
 Owner: City of Deland
 Project: Deland Utilities Administration Building

A160	FINISH SCHEDULES, LEGENDS & NOTES	08/26/22	
A161	FINISH PLAN -FIRST FLOOR	08/26/22	
A162	FINISH PLAN -SECOND FLOOR	08/26/22	
A181	FURNITURE, FIXTURES, & EQUIPMENT PLAN -FIRST FLOOR	08/26/22	
A182	FURNITURE, FIXTURES, & EQUIPMENT PLAN -SECOND FLOOR	08/26/22	
A190	SIGNAGE TYPES & NOTES	08/26/22	
A201	EXTERIOR ELEVATIONS	08/26/22	
A221	ENLARGED EXTERIOR ELEVATIONS	08/26/22	
A251	INTERIOR ELEVATIONS	08/26/22	
A252	INTERIOR ELEVATIONS	08/26/22	
A253	INTERIOR ELEVATIONS	08/26/22	
A261	TOILET ROOM ELEVATIONS	08/26/22	
A301	BUILDING SECTIONS	08/26/22	
A351	WALL SECTIONS	08/26/22	
A352	WALL SECTIONS	08/26/22	
A353	WALL SECTIONS	08/26/22	
A354	WALL SECTIONS	08/26/22	
A381	STAIR SECTIONS, PLANS & DETAILS	08/26/22	
A382	STAIR SECTIONS, PLANS & DETAILS	08/26/22	
A383	ELEVATOR SECTIONS, PLANS & DETAILS	08/26/22	
A401	ENLARGED FLOOR PLANS	08/26/22	
A460	TOILET FIXTURE & ACCESSORY SCHEDULE	08/26/22	
A461	ENLARGED FLOOR PLANS -TOILET	08/26/22	
A500	DOOR & FRAME TYPES & SCHEDULE	08/26/22	
A501	WINDOW, STOREFRONT & CURTAIN WALL TYPES	08/26/22	
A510	DETAILS -DOOR, WINDOW & LOUVER	08/26/22	
A511	DETAILS -STOREFRONT & CURTAIN WALL	08/26/22	
A512	DETAILS -STOREFRONT & CURTAIN WALL	08/26/22	
A522	DETAILS -TILT-UP WALL PANELS	08/26/22	
A523	DETAILS -METAL PANELS	08/26/22	
A541	DETAILS -CEILING	08/26/22	
A542	DETAILS -CEILING	08/26/22	
A551	DETAILS -ROOF	08/26/22	
A552	DETAILS -ROOF	08/26/22	
A553	DETAILS -ROOF	08/26/22	
A561	DETAILS -INTERIOR	08/26/22	
P001	PLUMBING SYMBOLS, LEGEND, NOTES AND INDEX	08/26/22	
P101	PLUMBING PLAN -FIRST FLOOR	08/26/22	
P102	PLUMBING PLAN -SECOND FLOOR	08/26/22	
P300	PLUMBING DETAILS	08/26/22	
P401	PLUMBING ENLARGED PLANS	08/26/22	
P501	PLUMBING RISER	08/26/22	
P502	PLUMBING RISER	08/26/22	
FP001	FIRE PROTECTION SYMBOLS, LEGEND, NOTES AND INDEX	08/26/22	
FP101	FIRE PROTECTION PLAN -FIRST FLOOR	08/26/22	
FP102	FIRE PROTECTION PLAN -SECOND FLOOR	08/26/22	
M001	MECHANICAL LEGEND	08/26/22	
M101	MECHANICAL PLAN -FIRST FLOOR	08/26/22	
M102	MECHANICAL PLAN -SECOND FLOOR	08/26/22	
M400	MECHANICAL DETAILS	08/26/22	
M500	MECHANICAL CONTROLS SCHEMATICS	08/26/22	
M600	MECHANICAL SCHEDULES	08/26/22	

Deliverable: GMP-2 Main Package
 Owner: City of Deland
 Project: Deland Utilities Administration Building

E001	ELECTRICAL LEGEND AND NOTES	08/26/22	
E101	LIGHTING PLAN -FIRST FLOOR LIGHTING PLAN -FIRST FLOOR	08/26/22	03/11/23
E102	LIGHTING PLAN -SECOND FLOOR LIGHTING PLAN -SECOND FLOOR	08/26/22	03/11/23
E111	POWER PLAN -FIRST FLOOR POWER PLAN -FIRST FLOOR	08/26/22	
E112	POWER PLAN -SECOND FLOOR POWER PLAN -SECOND FLOOR	08/26/22	
E121	POWER PLAN -ROOF POWER PLAN -ROOF	08/26/22	
E201	ENLARGED PLANS	08/26/22	
E301	ELECTRICAL DETAILS	08/26/22	
E302	ELECTRICAL DETAILS	08/26/22	
E401	ELECTRICAL ONE-LINE DIAGRAM	08/26/22	
E501	LIGHTING FIXTURE SCHEDULE	08/26/22	03/11/23
E502	ELECTRICAL PANEL SCHEDULES	08/26/22	
ES101	ELECTRICAL SITE PLAN ELECTRICAL SITE PLAN	08/26/22	
ES102	PHOTOMETRICS SITE PLAN	08/26/22	
FA001	FIRE ALARM LEGEND AND NOTES	08/26/22	
FA101	FIRE ALARM PLAN -FIRST FLOOR FIRE ALARM PLAN -FIRST FLOOR	08/26/22	
FA102	FIRE ALARM PLAN -SECOND FLOOR FIRE ALARM PLAN -SECOND FLOOR	08/26/22	
FA201	FIRE ALARM RISER DIAGRAM AND RESPONSE MATRIX	08/26/22	
T001	TECHNOLOGY LEGEND AND NOTES	08/26/22	
T002	TECHNOLOGY SCHEDULES	08/26/22	
T101	TECHNOLOGY PLAN -FIRST FLOOR TECHNOLOGY PLAN -FIRST FLOOR	08/26/22	
T102	TECHNOLOGY PLAN -SECOND FLOOR TECHNOLOGY PLAN -SECOND FLOOR	08/26/22	
T401	ENLARGED PLANS	08/26/22	
T501	TECHNOLOGY DETAILS	08/26/22	
T502	TECHNOLOGY DETAILS	08/26/22	
T503	TECHNOLOGY DETAILS	08/26/22	
T504	TECHNOLOGY DETAILS	08/26/22	
T505	TECHNOLOGY DETAILS	08/26/22	
T506	TECHNOLOGY DETAILS	08/26/22	
T507	TECHNOLOGY DETAILS	08/26/22	
TS101	TECHNOLOGY SITE PLAN TECHNOLOGY SITE PLAN	08/26/22	

Doc Type: Specifications
 Architect: SCHENKELSHULTZ
 Titled: Deland Utilities Administration Building
 Dated: 8/26/2022
 Phase: 100% Construction Documents

Spec No.	Spec Title	Issue Date
	VOL 1 COVER SHEET	08/26/22
	VOL 1 TITLE PAGE	08/26/22
	VOL 1 TABLE OF CONTENTS	08/26/22
00 04 00	STATEMENT OF COMPLIANCE	08/26/22
00 05 00	NON-ASBESTOS STATEMENT	08/26/22
00 31 32	GEOTECHNICAL DATA FINAL REPORT OF GEOTECHNICAL STUDY	08/26/22
01 10 00	SUMMARY	08/26/22
01 23 00	ALTERNATES	08/26/22
01 25 00	SUBSTITUTION PROCEDURES	08/26/22
01 26 00	CONTRACT MODIFICATION PROCEDURES	08/26/22
01 29 00	PAYMENT PROCEDURES	08/26/22
01 31 00	PROJECT MANAGEMENT AND COORDINATION	08/26/22
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION	08/26/22
01 32 33	PHOTOGRAPHIC DOCUMENTATION	08/26/22

Deliverable: GMP-2 Main Package
 Owner: City of Deland
 Project: Deland Utilities Administration Building

01 33 00	SUBMITTAL PROCEDURES	08/26/22
01 35 46	INDOOR AIR QUALITY MANAGEMENT	08/26/22
01 40 00	QUALITY REQUIREMENTS	08/26/22
01 42 00	REFERENCES	08/26/22
01 50 00	TEMPORARY FACILITIES AND CONTROLS	08/26/22
01 60 00	PRODUCT REQUIREMENTS	08/26/22
01 73 00	EXECUTION	08/26/22
01 74 19	CONSTRUCTION WASTE MANAGEMENT	08/26/22
01 77 00	CLOSEOUT PROCEDURES	08/26/22
01 78 23	OPERATION AND MAINTENANCE DATA	08/26/22
01 78 39	PROJECT RECORD DOCUMENTS	08/26/22
01 79 00	DEMONSTRATION AND TRAINING	08/26/22
03 11 00	CONCRETE FORMING	08/26/22
03 20 00	CONCRETE REINFORCING	08/26/22
03 30 00	CAST-IN-PLACE CONCRETE	08/26/22
03 35 43	POLISHED CONCRETE FINISHING	08/26/22
03 39 35	INTEGRALLY COLORED CONCRETE	08/26/22
03 47 13	TILT-UP CONCRETE	08/26/22
05 12 00	STRUCTURAL STEEL FRAMING	08/26/22
05 21 00	STEEL JOIST FRAMING	08/26/22
05 31 00	STEEL DECKING	08/26/22
05 40 00	COLD-FORMED METAL FRAMING	08/26/22
05 50 00	METAL FABRICATIONS	08/26/22
05 51 13	METAL PAN STAIRS	08/26/22
05 52 13	PIPE AND TUBE RAILINGS	08/26/22
05 73 13	GLAZED DECORATIVE METAL RAILINGS	08/26/22
06 10 53	MISCELLANEOUS ROUGH CARPENTRY	08/26/22
06 40 23	INTERIOR ARCHITECTURAL WOODWORK	08/26/22
06 41 16	PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS	08/26/22
06 42 00	WOOD WALL PANELING	08/26/22
06 61 16	SOLID SURFACE FABRICATIONS	08/26/22
07 17 00	BENTONITE WATERPROOFING	08/26/22
07 18 13	PEDESTRIAN TRAFFIC COATINGS	08/26/22
07 21 00	BUILDING INSULATION	08/26/22
07 22 00	ROOF INSULATION	08/26/22
07 25 00	WEATHER BARRIERS	08/26/22
07 26 10	UNDERSLAB VAPOR BARRIER	08/26/22
07 42 13.13	FORMED METAL WALL PANELS	08/26/22
07 42 13.23	METAL COMPOSITE MATERIAL PANELS	08/26/22
07 42 93	METAL SOFFIT PANELS	08/26/22
07 54 23	THERMOPLASTIC-POLYOLEFIN (TPO) ROOFING	08/26/22
07 62 00	SHEET METAL FLASHING AND TRIM	08/26/22
07 72 33	ROOF HATCHES	08/26/22
07 84 13	PENETRATION FIRESTOPPING	08/26/22
07 84 43	JOINT FIRESTOPPING	08/26/22
07 92 00	JOINT SEALANTS	08/26/22
08 11 13	HOLLOW METAL DOORS AND FRAMES	08/26/22
08 14 16	FLUSH WOOD DOORS	08/26/22
08 31 13	ACCESS DOORS AND FRAMES	08/26/22
08 41 13	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS	08/26/22
08 44 13	GLAZED ALUMINUM CURTAIN WALLS	08/26/22
08 71 00	DOOR HARDWARE	08/26/22

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08 80 00	GLAZING	08/26/22
08 83 00	MIRRORS	08/26/22
08 91 19	FIXED LOUVERS	08/26/22
09 22 16	NON-STRUCTURAL METAL FRAMING	08/26/22
09 29 00	GYPSUM BOARD	08/26/22
09 30 00	TILING	08/26/22
09 51 13	ACOUSTICAL PANEL CEILINGS	08/26/22
09 54 23	SUSPENDED METAL CEILINGS	08/26/22
09 65 13	RESILIENT BASE AND ACCESSORIES	08/26/22
09 65 40	LUXURY VINYL TILE	08/26/22
09 65 66	RESILIENT ATHLETIC SHEET FINISH	08/26/22
09 66 23	RESINOUS MATRIX TERRAZZO FLOORING	08/26/22
09 67 23	RESINOUS FLOOR COATINGS	08/26/22
09 68 13	CARPET TILE	08/26/22
09 78 13	DECORATIVE INTERIOR METAL WALL PANELS	08/26/22
09 84 13	FIXED SOUND ABSORPTIVE PANELS	08/26/22
09 91 00	PAINTING	08/26/22
09 93 00	STAINING AND TRANSPARENT FINISHING	08/26/22
10 14 00	SIGNAGE	08/26/22
10 14 19	DIMENSIONAL LETTER SIGNAGE	08/26/22
10 21 13	PLASTIC TOILET, SHOWER AND DRESSING COMPARTMENTS	08/26/22
10 22 39	FOLDING PANEL PARTITIONS	08/26/22
10 26 00	WALL PROTECTION	08/26/22
10 28 13	TOILET ACCESSORIES	08/26/22
10 41 16	EMERGENCY KEY CABINETS	08/26/22
10 44 00	FIRE PROTECTION SPECIALTIES	08/26/22
10 51 00	METAL LOCKERS	08/26/22
10 51 29	PHENOLIC LOCKERS	08/26/22
10 55 00	DEFIBRILLATOR SPECIALTIES	08/26/22
10 73 16	ALUMINUM CANOPIES	08/26/22
11 94 13	MISCELLANEOUS EQUIPMENT	08/26/22
12 24 13	ROLLER WINDOW SHADES	08/26/22
12 36 61	SIMULATED STONE COUNTERTOPS	08/26/22
14 24 00	HYDRAULIC ELEVATORS	08/26/22
	VOL 2 COVER SHEET	08/26/22
	VOL 2 TITLE PAGE	08/26/22
	VOL 2 TABLE OF CONTENTS	08/26/22
21 05 13	COMMON MOTOR REQUIREMENTS FOR FIRE SUPPRESSION EQUIPMENT	08/26/22
21 05 17	SLEEVES AND SLEEVE SEALS FOR FIRE-SUPPRESSION PIPING	08/26/22
21 05 18	ESCUTCHEONS FOR FIRE-SUPPRESSION PIPING	08/26/22
21 05 23	GENERAL-DUTY VALVES FOR FIRE PROTECTION PIPING	08/26/22
21 05 29	HANGERS AND SUPPORTS FOR FIRE SUPPRESSION PIPING AND EQUIPMENT	08/26/22
21 05 53	IDENTIFICATION FOR FIRE-SUPPRESSION PIPING AND EQUIPMENT	08/26/22
21 11 00	FACILITY FIRE-SUPPRESSION WATER-SERVICE PIPING	08/26/22
21 11 19	FIRE DEPARTMENT CONNECTIONS	08/26/22
21 13 13	WET-PIPE SPRINKLER SYSTEMS	08/26/22
22 05 00	COMMON WORK RESULTS FOR PLUMBING	08/26/22
22 05 13	COMMON MOTOR REQUIREMENTS FOR PLUMBING EQUIPMENT	08/26/22
22 05 16	EXPANSION FITTINGS AND LOOPS FOR PLUMBING PIPING	08/26/22
22 05 17	SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING	08/26/22
22 05 18	ESCUTCHEONS FOR PLUMBING PIPING	08/26/22
22 05 19	METERS AND GAGES FOR PLUMBING PIPING	08/26/22

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22 05 23.12	BALL VALVES FOR PLUMBING PIPING	08/26/22
22 05 23.14	CHECK VALVES FOR PLUMBING PIPING	08/26/22
22 05 23.15	GATE VALVES FOR PLUMBING PIPING	08/26/22
22 05 29	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT	08/26/22
22 05 53	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	08/26/22
22 07 19	PLUMBING PIPING INSULATION	08/26/22
22 08 00	COMMISSIONING OF PLUMBING	08/26/22
22 11 16	DOMESTIC WATER PIPING	08/26/22
22 11 19	DOMESTIC WATER PIPING SPECIALTIES	08/26/22
22 11 23.21	INLINE, DOMESTIC-WATER PUMPS	08/26/22
22 13 16	SANITARY WASTE AND VENT PIPING	08/26/22
22 13 19	SANITARY WASTE PIPING SPECIALTIES	08/26/22
22 13 19.13	SANITARY DRAINS	08/26/22
22 14 13	FACILITY STORM DRAINAGE PIPING	08/26/22
22 14 23	STORM DRAINAGE PIPING SPECIALTIES	08/26/22
22 14 29	SUMP PUMPS	08/26/22
22 33 00	ELECTRIC, DOMESTIC-WATER HEATERS	08/26/22
22 40 00	PLUMBING FIXTURES	08/26/22
23 05 00	COMMON WORK RESULTS FOR HVAC	08/26/22
23 05 13	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	08/26/22
23 05 17	SLEEVES AND SLEEVE SEALS FOR HVAC PIPING	08/26/22
23 05 18	ESCUTCHEONS FOR HVAC PIPING	08/26/22
23 05 29	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT	08/26/22
23 05 48.13	VIBRATION CONTROLS FOR HVAC	08/26/22
23 05 53	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	08/26/22
23 05 93	TESTING, ADJUSTING, AND BALANCING FOR HVAC	08/26/22
23 07 13	DUCT INSULATION	08/26/22
23 07 19	HVAC PIPING INSULATION	08/26/22
23 08 00	COMMISSIONING OF HVAC	08/26/22
23 09 00	INSTRUMENTATION AND CONTROL FOR HVAC	08/26/22
23 31 13	METAL DUCTS	08/26/22
23 33 00	AIR DUCT ACCESSORIES	08/26/22
23 34 23	HVAC POWER VENTILATORS	08/26/22
23 36 00	AIR TERMINAL UNITS	08/26/22
23 37 13	DIFFUSERS, REGISTERS, AND GRILLES	08/26/22
23 73 13	MODULAR INDOOR CENTRAL-STATION AIR-HANDLING UNITS	08/26/22
23 81 26	SPLIT-SYSTEM AIR-CONDITIONERS	08/26/22
26 00 10	SUPPLEMENTAL REQUIREMENTS FOR ELECTRICAL	08/26/22
26 05 00	COMMON WORK RESULTS FOR ELECTRICAL	08/26/22
26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	08/26/22
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	08/26/22
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	08/26/22
26 05 33	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS	08/26/22
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS	08/26/22
26 05 73.13	SHORT-CIRCUIT STUDIES	08/26/22
26 05 73.16	COORDINATION STUDIES	08/26/22
26 05 73.19	ARC-FLASH HAZARD ANALYSIS	08/26/22
26 08 00	COMMISSIONING OF ELECTRICAL SYSTEMS	08/26/22
26 09 23	LIGHTING CONTROL DEVICES	08/26/22
26 22 13	LOW-VOLTAGE DISTRIBUTION TRANSFORMERS	08/26/22
26 24 16	PANELBOARDS	08/26/22
26 27 26	WIRING DEVICES	08/26/22

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26 28 13	FUSES	08/26/22
26 28 16	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	08/26/22
26 29 13.03	MANUAL AND MAGNETIC MOTOR CONTROLLERS	08/26/22
26 32 13.13	DIESEL-ENGINE-DRIVEN GENERATOR SETS	08/26/22
26 36 00	TRANSFER SWITCHES	08/26/22
26 41 13	LIGHTNING PROTECTION FOR STRUCTURES	08/26/22
26 51 19	LED INTERIOR LIGHTING	08/26/22
26 52 13	EMERGENCY AND EXIT LIGHTING	08/26/22
26 56 19	LED EXTERIOR LIGHTING	08/26/22
27 00 10	SUPPLEMENTAL REQUIREMENTS FOR COMMUNICATIONS	08/26/22
27 05 26	GROUNDING AND BONDING FOR COMMUNICATIONS SYSTEMS	08/26/22
27 05 28	PATHWAYS FOR COMMUNICATIONS SYSTEMS	08/26/22
27 11 00	COMMUNICATIONS EQUIPMENT ROOM FITTINGS	08/26/22
27 41 00	AUDIO VISUAL SYSTEM	08/26/22
28 05 37	SECURITY VOICE COMMUNICATIONS – DISTRIBUTED ANTENNA SYSTEM	08/26/22
28 10 00	ACCESS CONTROL	08/26/22
28 20 00	VIDEO SURVEILLANCE	08/26/22
28 46 21.11	ADDRESSABLE FIRE-ALARM SYSTEMS	08/26/22
31 10 00	SITE CLEARING	08/26/22
31 20 00	EARTH MOVING	08/26/22
31 23 18	DEWATERING	08/26/22
31 31 16	TERMITE CONTROL	08/26/22
31 50 00	EXCAVATION SUPPORT AND PROTECTION	08/26/22
32 12 16	ASPHALT PAVING	08/26/22
32 13 18	CONCRETE PAVING	08/26/22
32 31 20	CHAIN LINK FENCES AND GATES	08/26/22
32 84 00	PLANTING IRRIGATION	08/26/22
32 92 00	TURF AND GRASSES	08/26/22
32 93 00	PLANTS	08/26/22
33 05 00	COMMON WORK RESULTS FOR UTILITIES	08/26/22

Doc Type: Drawings
 Architect: SCHENKELSHULTZ
 Titled: North Parking Lot – Document Set
 Dated: 3/23/2023

Sheet No.	Sheet Title	Issue Date
C1	Cover Sheet	03/23/23
C2	Construction Notes	03/23/23
C3	Demolition & Erosion Control Plan	03/23/23
C4	Overall Development Plan	03/23/23
C5	Geometry, Signage & Striping Plan	03/23/23
C6	Paving, Grading & Drainage Plan	03/23/23
C7	Construction Details	03/23/23
C8	Construction Details	03/23/23
TP1	Tree Protection Plan & Details	03/23/23
LA1	Landscape Plan & Details	03/23/23
LA2	Landscape Plan & Details	03/23/23
IR1	Irrigation Plan & Details	03/23/23

Doc Type: RFI's
 Architect: SCHENKELSHULTZ
 RFI: 1, 2, 3, 4, 5, 6

Deliverable: GMP-2 Main Package
Owner: City of Deland
Project: Deland Utilities Administration Building

Doc Type:	Drawings
Architect:	SCHENKELSHULTZ
Titled:	GMP Bid Allowance Only – Fencing, Gate, Site Lighting & Conduit
Dated:	3/23/2023

ATTACHMENT 3 – GMP Cost Summary



COST SUMMARY

	LABOR	EQUIPMENT	MATERIALS	SUBS	TOTALS
Total Direct	\$ -	\$ -	\$ -	\$ 12,861,302	\$ 12,861,302
Total GC's	\$ 1,029,151	\$ -	\$ 160,744	\$ 211,299	\$ 1,401,193
Owner's Contingency				\$ 175,000	\$ 175,000
Escalation Contingency				\$ 106,250	\$ 106,250
CM Contingency				\$ 472,508	\$ 472,508
Utility Allowance				\$ 50,000	\$ 50,000
Permit Fee Allowance				\$ 125,000	\$ 125,000
Testing Allowance				\$ 38,000	\$ 38,000
Bond				\$ 96,024	\$ 96,024
Insurance				\$ 116,443	\$ 116,443
Fee (8.0%)				\$ 1,192,990	\$ 1,192,990
TOTAL	\$1,029,151	\$0	\$160,744	\$15,444,816	\$16,634,710



COST OF WORK								
DESCRIPTION	QTY	UOM	LABOR \$ AMOUNT	EQUIPMENT \$ AMOUNT	MATERIALS \$ AMOUNT	SUBS \$ AMOUNT	\$ TOTALS	COMMENTS
SUBCONTRACTS							\$ 12,861,302	
Site Remediation	1	LS	\$ -	\$ -	\$ -	\$ 138,516	\$ 138,516	
Cast in place concrete	1	LS	\$ -	\$ -	\$ -	\$ 1,483,250	\$ 1,483,250	
Masonry	1	LS	\$ -	\$ -	\$ -	\$ 17,425	\$ 17,425	
Structural Steel	1	LS	\$ -	\$ -	\$ -	\$ 1,042,045	\$ 1,042,045	Early GMP Pkg- Complete
Millwork	1	LS	\$ -	\$ -	\$ -	\$ 200,049	\$ 200,049	
Damproofing & Waterproofing	1	LS	\$ -	\$ -	\$ -	\$ 23,900	\$ 23,900	
Pedestrian Traffic Coatings	1	LS	\$ -	\$ -	\$ -	\$ 32,400	\$ 32,400	
Metal Siding	1	LS	\$ -	\$ -	\$ -	\$ 317,904	\$ 317,904	
Roofing	1	LS	\$ -	\$ -	\$ -	\$ 366,917	\$ 366,917	Early GMP Pkg - Complete
Doors, Frames & Hardware	1	LS	\$ -	\$ -	\$ -	\$ 381,275	\$ 381,275	
Windows	1	LS	\$ -	\$ -	\$ -	\$ 644,454	\$ 644,454	
Drywall	1	LS	\$ -	\$ -	\$ -	\$ 663,993	\$ 663,993	
Ceilings	1	LS	\$ -	\$ -	\$ -	\$ 162,352	\$ 162,352	
Flooring	1	LS	\$ -	\$ -	\$ -	\$ 288,193	\$ 288,193	
Sealed/Stained Concrete	1	LS	\$ -	\$ -	\$ -	\$ 56,906	\$ 56,906	
Painting	1	LS	\$ -	\$ -	\$ -	\$ 90,927	\$ 90,927	
Visual Displayboards	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	By Owner
Signage	1	LS	\$ -	\$ -	\$ -	\$ 21,685	\$ 21,685	
Interior Specialties	1	LS	\$ -	\$ -	\$ -	\$ 127,500	\$ 127,500	
Operable Partitions	1	LS	\$ -	\$ -	\$ -	\$ 66,500	\$ 66,500	
Lockers	1	LS	\$ -	\$ -	\$ -	\$ 92,518	\$ 92,518	
Canopies	1	LS	\$ -	\$ -	\$ -	\$ 86,600	\$ 86,600	
Equipment	1	LS	\$ -	\$ -	\$ -	\$ 38,984	\$ 38,984	
Window Shades	1	LS	\$ -	\$ -	\$ -	\$ 32,696	\$ 32,696	
Elevator	1	LS	\$ -	\$ -	\$ -	\$ 104,346	\$ 104,346	
Fire Protection System	1	LS	\$ -	\$ -	\$ -	\$ 134,070	\$ 134,070	
Plumbing	1	LS	\$ -	\$ -	\$ -	\$ 603,980	\$ 603,980	
HVAC	1	LS	\$ -	\$ -	\$ -	\$ 1,066,560	\$ 1,066,560	
Electrical	1	LS	\$ -	\$ -	\$ -	\$ 2,084,272	\$ 2,084,272	
Generator/ATS	1	LS	\$ -	\$ -	\$ -	\$ 211,616	\$ 211,616	Supply Only
Site earthwork, Utilities & Paving	1	LS	\$ -	\$ -	\$ -	\$ 2,068,637	\$ 2,068,637	
Fencing	1	LS	\$ -	\$ -	\$ -	\$ 49,701	\$ 49,701	
Retaining Walls	1	LS	\$ -	\$ -	\$ -	\$ 41,412	\$ 41,412	



COST OF WORK								
DESCRIPTION	QTY	UOM	LABOR	EQUIPMENT	MATERIALS	SUBS	\$ TOTALS	COMMENTS
			\$ AMOUNT	\$ AMOUNT	\$ AMOUNT	\$ AMOUNT		
Landscaping & Irrigation	1	LS	\$ -	\$ -	\$ -	\$ 119,720	\$ 119,720	
ALLOWANCES							\$ 213,000	
ALLOWANCE FOR BUILDING PERMITS	1	LS	\$ -	\$ -	\$ -	\$ 125,000	\$ 125,000	
ALLOWANCE FOR DUKE ENERGY UTILITY	1	LS	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	
ALLOWANCE FOR MATERIALS TESTING	1	LS	\$ -	\$ -	\$ -	\$ 38,000	\$ 38,000	
TOTAL DIRECT COST			\$ -	\$ -	\$ -	\$ 13,074,302	\$ 13,074,302	



LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS		Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0											
1	017000	Testing											
2									Universal	Bechtol	Deatrick		
3									16,279	17,600	33,578		
4		Construction Testing	1	ls	20,000.00	20,000	Allowance						
5		Sitework - Density, LBR, Concrete Pavement	0			0			x	20,000	x		
6		Building - Density, Cylinders, Welding Inspection	0			0			x	x	x		
7			0			0							
8		Post-Grout Testing/Monitoring	1	ls	18,000.00	18,000	Allowance		18,000	x	18,000		
9			0			0							
10		North Parking Lot Testing	1	ls	0.00	0	Removed						
11			0			0							
12			0			0							
13		Bond	38,000	\$	0.00	0	WSI Estimate		-	-	-		
14		Adjustment from WSI estimate to subcontractor	0	LS	-3,721.50	0	38,000		34,279	37,600	51,578		
15									-	-	-		
16									Universal	Bechtol	Deatrick		
17													
18		Subtotal - Testing				38,000							
19	025000	Site Remediation								Received 1/12/23			
20													
21									Bechtol	Helicon	Subname		
22	025700	Sinkhole Remediation							135,800	122,290			
23	025713.13	Sinkhole Remediation by Compaction Grouting	1	ls	135,800.00	135,800	Allowance		x	x			
24			0			0							
25			0			0							
26		Bond	135,800	\$	0.02	2,716	WSI Estimate		2,716	2,446	-		
27		Adjustment from WSI estimate to subcontractor	0	LS	0.00	0	138,516		138,516	124,736	-		
28									0.02	0.02	-		
29									Bechtol	Helicon	Subname		
30													
31		Subtotal - Site Remediation				138,516							
32	030000	Cast in place concrete											
33													
34									BNG	Leo's	VMG		
35	033000	Concrete	0			0			1,451,630	1,468,889	2,391,789		
36		Column Foundations	0			0	7,267						
37		F40 - 4'-0" x 4'-0" x 1'-0" w/ (4) #5 e.w., bot	1	ea	405.04	405			x	x	x		
38		F56 - 5'-6" x 5'-6" x 1'-0" w/ (5) #5 e.w., bot	1	ea	628.19	628			x	x	x		
39		F66 - 6'-6" x 6'-6" x 1'-1" w/ (7) #5 e.w., bot	1	ea	908.45	908			x	x	x		
40		F90 - 9'-0" x 9'-0" x 1'-6" w/ (8) #6 e.w., bot	1	ea	1,997.24	1,997			x	x	x		
41		F110 - 11'-0" x 11'-0" x 1'-9" w/ (9) #7 e.w., bot	1	ea	3,327.61	3,328			x	x	x		
42			0			0							
43		Continuous Foundations	0			0	62,772						
44		WF26 - Cont X 2'-6" X 1'-0" w/ (3) #5 Cont & #5 @ 48" Trans, Bot	48	ft	42.02	2,022			x	x	x		
45		WF30 - Cont X 4'-0 X 1'-0" w/ (3) #5 Cont & #5 @ 24" Trans, Bot	12	ft	64.93	762			x	x	x		
46		WF36 - Cont X 3'-6" X 1'-0" w/ (3) #5 Cont & #5 @ 24" Trans, Bot	265	ft	56.40	14,926			x	x	x		
47		WF40 - Cont X 3'-0" X 1'-0" w/ (4) #5 Cont & #5 @ 12" Trans, Bot	105	ft	54.18	5,666			x	x	x		
48		WF46 - Cont X 4'-6" X 1'-0" w/ (4) #5 Cont & #5 @ 12" Trans, Bot	227	ft	75.69	17,201			x	x	x		
49		MWF20 - Cont X 2'-0" X 1'-0" W/ (2) #5 Cont & #5 @ 48" Trans, Bot	11	ft	34.54	370			x	x	x		
50		ME10 - Cont x 1'-0" x 1'-4" w/ (1) #5 Cont, Bot	654	ft	33.37	21,826			x	x	x		
51			0			0							
52		Slab-on-grade	0			0	162,424						
53		5" SOG w/ 6x6-W2.1x2.1 WWF on 10 mil VB	11,601	sf	5.51	63,922	Integrally Colored Concrete		13,250	x	x		
54		6.5" SOG (2nd Lvl) w/ 6x6-W2.1xW2.1 WWF on 3"-20ga metal deck	11,967	sf	6.56	78,502			x	x	x		
55		Elevator Pit	1	ea	20,000.00	20,000			x	x	x		
56			0			0							
57	034713	Tilt-Up Concrete	0			0	787,812						
58		5-1/2" Tilt Panels @ Elevator, Stairwells	3,289	sf	22.50	73,994			x	x	x		
59		7" Tilt Panels	4,707	sf	28.75	135,326			x	x	x		
60		7-1/4" Tilt Panels	11,528	sf	30.00	345,847			x	x	x		
61		14-3/4" Tilt Panels	4,046	sf	57.50	232,645			x	x	x		
62			0			0							



LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS		Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0											
63		Site Concrete	0			0	384,059						
64		Front Entry Feature Concrete Sidewalk, picture frame finish	1,737	sf	8.50	14,765		x	x	x			
65		6" Concrete Paving w/ Fibermesh	42,564	sf	8.00	340,509		x	x	x			
66		Concrete Sidewalks w/ Thickened Edge	2,793	sf	7.50	20,946		x	x	x			
67		HC Ramp	2	ea	200.00	400		x	x	x			
68		Generator & Mech Yard Pad	200	sf	12.00	2,400		x	x	x			
69		Mechanical Pads	60	sf	12.00	720		x	x	x			
70		Dumpster pad	260	sf	12.00	3,120		x	x	x			
71		Bollards w/ Footing (3' x 1.5'Ø w/ (2)#5 bars)	6	ea	200.00	1,200		x	x	x			
72		Canopy Footers - 1'-4"x1'-4"x2'-0"	3	ea	350.00	1,050		x	x	x			
73			0			0							
74	313116	Termite Control	11,601	sf	0.15	1,740		x	x	x			
75			0			0							
76			0			0							
77		Bond	1,407,124	\$	0.02	28,142	WSI Estimate	18,370	29,378	35,877			
78		Adjustment from WSI estimate to subcontractor	1	LS	47,983.08	47,983	1,435,267	1,483,250	1,498,267	2,427,666			
79							62	0.01254	0.02	0.015			
80								BNG	Leo's	VMG			
81								64	65	105			
82		Subtotal - Cast in place concrete				1,483,250							
83	040000	Masonry											
84													
85								BNG (Stonewall)	Leos	VMG			
86	040000	Masonry Walls (Assume 6' Height)	0			0		17,209	27,180	67,410			
87		8" CMU Walls at Dumpster Enclosure	251	sf	25.00	6,280		x	x	x			
88		8" CMU Walls at Service Yard per AS101	644	sf	25.00	16,110		x	x	x			
89			0			0							
90			0			0							
91		Bond	22,390	\$	0.02	448	WSI Estimate	216	544	1,011			
92		Adjustment from WSI estimate to subcontractor	1	LS	-5,413.26	(5,413)	22,838	17,425	27,724	68,421			
93								0.01254	0.02	0.015			
94								BNG (Stonewall)	Leos	VMG			
95													
96		Subtotal - Masonry				17,425							
97	050000	Structural Steel - Early Package Complete											
98													
99								Fabco Metals	Industrial Steel	Incomplete Allstate Steel	HMB Steel	Haskell Steel	
100	051200	Structural Steel						876,740	793,700	692,500	909,200	962,604	
101		Columns/Beams	54	ton	6,500.00	352,984		x	x	x	x	x	
102		Angles	12	ton	6,500.00	78,422		x	x	x	x	x	
103			0			0							
104	052100	Steel Joists Framing	0			0							
105		Joists	14	ton	6,500.00	91,248		x	x	x	x	x	
106			0			0							
107	053100	Steel Decking	0			0							
108		Second Floor - 3" 20ga Galv G90	11,641	sf	6.50	75,670		x	x	x	x	x	
109		Roof -1.5" 20ga Type B G90	12,348	sf	4.50	55,566		x	x	x	x	x	
110			0			0							
111	055000	Miscellaneous Metals	0			0							
112		Roof Ladder	1	ea	5,000.00	5,000		x	x	x	x	x	
113		Steel Bollards	6	ea	500.00	3,000		x	3,000	x	x		2,400
114		Structural Bracing @ Operable Partitions	2	ea	5,000.00	10,000		x	x	x	x	x	
115		Structural Bracing @ Ceiling Mounted Toilet Partitions	6	ea	1,500.00	9,000		x	x	9,000	x	x	
116		Handrail @ Interior Stairwells	52	ft	100.00	5,200		x	x	10,000	x	x	
117		Guardrail @ Interior Stairwells	72	ft	200.00	14,400		x	x	20,000	x	x	
118		Panel-to-Footing Embeds - Furnish Only	1	ls	20,000.00	20,000		x	20,000	20,000	x	x	
119		Panel-to-Panel Embeds - Furnish Only	1	ls	30,000.00	30,000		x	35,309	30,000	x	x	
120		Angle per SS14/S005	300	ft	26.67	8,000		x	8,000	8,000	8,000	x	
121		Dumpster Gates - Ametco	1	ls	15,000.00	15,000		x	15,000	15,000	15,000	15,000	15,000
122			0			0							
123	055113	Metal Pan Stairs	0			0							
124		Metal Stairs 1-3	6	flight	15,000.00	90,000		x	x	x	x	x	



LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS		Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0											
125			0			0							
126	057313	Glazed Decorative Metal Railings	0			0		VIVA Railings	VIVA Railings	VIVA Railings	VIVA Railings	VIVA Railings	VIVA Railings
127		Post Mounted Glass Railing System @ Bridge/Ext. Stairs	194	ft	783.87	152,000		154,987	154,987	154,987	154,987	154,987	154,987
128			0			0							
129		Additional Steel per 100% Documents	0			0			19,380	19,380	19,380	19,380	19,380
130		Structural Steel	1	ls	19,380.00	19,380		x	x	x	x	x	x
131		(9) MC18x42.7 channels	0			included		x	x	x	x	x	x
132		(1) W24x55 35ft. long beam	0			included		x	x	x	x	x	x
133		(1) W16x26 33ft. long beam	0			included		x	x	x	x	x	x
134		(4) 6x6x1/4 tubes looks like for a canopy (shop assembled)	0			included		x	x	x	x	x	x
135		(4) 3x3x1/4 angles 6ft. long going from column to joist	0			included		x	x	x	x	x	x
136		(17) 2 ½ x 2 ½ wind strut angles going from tilt wall to first joist	0			included		x	x	x	x	x	x
137			0			0							
138			0			0							
139		Bond	1,034,869	\$	0.02	20,697	WSI Estimate	10,317	10,494	8,810	6,086	17,316	
140		Adjustment from WSI estimate to subcontractor	1	LS	-13,521.74	(13,522)	1,055,566	1,042,045	1,059,870	987,677	1,112,654	1,171,687	
141								0.01	0.01	0.009	0.0055	0.015	
142								Fabco Metals	Industrial Steel	Allstate Steel	HMB Steel	Haskell Steel	
143													
144		Subtotal - Structural Steel - Early Package Complete				1,042,045							
145	062000	Millwork											
146												Incomplete	
147								AMI	D&R	TJ Cabinetry	Cabinet Makers		
148	064116	PLAM Architectural Cabinets	0			0		176,126	awaiting bid	awaiting bid	97,098		
149		Upper Cabinets	96	ft	345.00	33,044		x			x		
150		Lower Cabinets	108	ft	345.00	37,191		x			x		
151		Work Desk @ Open Area 128	25	ft	230.00	5,835		x			x		
152		Full Height Cabinets (7') @ Dining 139 & Copy 246	10	ft	345.00	3,416		x			x		
153		Base Cabinet Island @ Kitchen 140 w/ countertop	6	ft	575.00	3,450		x			x		
154			0			0							
155	123661	Simulated Stone Countertops	0			0							
156		QTZ Countertops	133	ft	115.00	15,315		x			x		
157		Shelves & Hanging Rack	10	ft	40.25	403		x			x		
158			0			0							
159	064200	Wood Wall Paneling	0			0							
160		WD-2 Wood Wall Paneling @ Lobby 100 (north wall) & Lobby 200 (west wall)	282	sf	60.00	16,913		x			16,913		
161			0			0							
162	066116	Solid Surface Windowsills	0			0							
163		SSM-1 solid surface (window sills)	234	ft	28.75	6,728		x			6,728		
164		SSM-1 solid surface (wall cap)	23	sf	86.25	1,998		x			x		
165			0			0							
166	081473	Sliding Wood Doors w/ Moz Design Panels	0			0							
167		Barn Doors @ 2nd FL Conference room 204 w/ MISC-6 Aluminum Paneling	1	ea	8,000.00	8,000		x			15,000		
168			0			0							
169	097813	Decorative Metal Wall Panels (Interior) - Moz Design	0			0							
170		MISC-5 - Morph Pattern 3'x5'x3/16" Aluminum - 28% Open Area	75	sf	266.67	20,000	Allowance	20,000			20,000		
171		Gradients Color - Supernova	0			0							
172		Post Kit (6) - Dark Grey	0			0							
173			0			0							
174			0			0							
175		Bond	152,292	\$	0.02	3,046	WSI Estimate	3,923	-	-	3,115		
176		Adjustment from WSI estimate to subcontractor	1	LS	44,710.68	44,711	155,338	200,049	-	-	158,853		
177								0.02	0.02	0.02	0.02		
178								AMI	D&R	TJ Cabinetry	Cabinet Makers		
179													
180		Subtotal - Millwork				200,049							



LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS		Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0											
181	071000	Damproofing & Waterproofing											
182													
183									Central FL	Percopo	Alpha	Moss	General
184	071700	Bentonite Waterproofing	0			0			18,700	30,165	32,810	33,896	59,950
185		Elevator Pit Waterproofing	100	sf	4.50	450			x	x	x	x	x
186		Vertical Wall Waterproofing - Below Grade	2,547	sf	4.50	11,462			x	x	x	x	x
187			0			0							
188		Weather Barriers	0			0							
189	072500	Weather barrier behind metal wall panels at East Entry Canopy Only	40	sf	5.00	200			200	200	200	200	200
190			0			0							
191	079200	Joint Sealants	1	ls	10,000.00	10,000							
192		Control/Expansion Joints at Concrete Pavement (Not Shown)	1	ls	5,000.00	5,000			5,000	5,000	5,000	5,000	5,000
193		Caulk Tilt Panels	0			included			x	x	x	x	x
194		Caulk HM Frames	0			included			x	x	x	x	x
195			0			0							
196		Bond	27,112	\$	0.00	0	WSI Estimate		-	-	-	-	-
197		Adjustment from WSI estimate to subcontractor	1	LS	-3,211.50	(3,212)	27,112		23,900	35,365	38,010	39,096	65,150
198									-	-	-	-	-
199									Central FL	Percopo	Alpha	Moss	General
200													
201		Subtotal - Damproofing & Waterproofing				23,900							
202	071800	Pedestrian Traffic Coatings											
203									Per Spec			Alt. Spec	
204									Central FL	Alpha	General	Percopo	
205									32,400	31,305	40,000	11,574	
206	071813	Liquid-Applied Ped. Traffic Waterproofing System - Terapro "Siplast" (or Soprema, AA.)	1,045	sf	32.00	33,440			x	x	x	x	
207			0			0							
208			0			0							
209		Bond	33,440	\$	0.00	0	WSI Estimate		-	-	-	-	
210		Adjustment from WSI estimate to subcontractor	1	LS	-1,040.00	(1,040)	33,440		32,400	31,305	40,000	11,574	
211									-	-	-	-	
212									Central FL	Alpha	General	Percopo	
213													
214		Subtotal - Pedestrian Traffic Coatings				32,400							
215	074000	Metal Siding											
216													
217										No Davis Bacon			
218	074213	Metal Wall Panels (Alpolic)	0			0			Guernsey Arch.	Quality	Subname		
219		Metal Wall Panels @ South Exterior	3,725	sf	50.00	186,250			310,150	275,000			
220			0			0			x	x			
221		Metal Panel System @ Terrace (Alpolic Timber Series)	0			0							
222		MISC-8 Wood Look Flush Metal Wall Panel System	2,934	sf	50.00	146,686			x	x			
223		MISC-7 Wood Look Bulkhead Cladding	165	sf	50.00	8,250			x	x			
224			0			0							
225			0			0							
226		Bond	341,186	\$	0.02	6,824	WSI Estimate		7,754	5,500	-		
227		Adjustment from WSI estimate to subcontractor	1	LS	-30,105.97	(30,106)	348,010		317,904	280,500	-		
228									0.025	0.02	0.02		
229									Guernsey Arch.	Quality	Subname		
230													
231		Subtotal - Metal Siding				317,904							



LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS		Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0											
232	075000	Roofing - Early Package Complete							Per Plans/Specs				
233									Suprema				Wrong Scope
234									Core Roofing	P&A Roofing	Collis Roofing	Martin Roofing	Atlas Apex
235	075419	Polyvinyl-Chloride (PVC) Roofing - 20 year warranty	0			0			352,000	269,000	287,260	377,785	312,340
236		PVC Roofing System	12,300	sf	11.00	135,300			x	x	x	x	x
237		Insulation (R30)	12,300	sf	6.50	79,950			x	x	x	x	
238		Parapet Flashing	4,200	sf	8.50	35,700			x	x	x	x	x
239		Parapet Cap - Class 1 Clear Anodized	600	ft	55.00	32,982			x	x	x	x	x
240		Wood Nailers	600	ft	25.00	14,992			10,925	15,000	15,000	x	x
241		Overflow scupper	7	ea	500.00	3,500			x	x	x	x	Bid LTWT Conc.
242		Conductor head w/ Downspouts	10	ea	4,000.00	40,000			x	x	x	x	per Struct. Dwgs
243		Downspouts	257	ft	22.00	5,650			x	7,000	x	x	Will Not Revise
244		Gutters	96	ft	60.00	5,736			x	7,000	x	x	x
245		Walkway Pads	93	ft	21.00	1,953			x	x	x	x	x
246		Roof Hatch Assembly	1	ls	4,600.00	4,600			x	x	x	x	x
247			0			0							
248		Adjustment for Low Rise Foam Adhesive per Specifications	0			0			x	49,500	49,500	x	49,500
249		Adjustment for Material Escalation through Procurement	0			0			x	15,000	15,000		15,000
250			0			0							
251			0			0							
252		Bond	360,363	\$	0.02	7,207	WSI Estimate		3,992	7,250	5,501	5,667	7,537
253		Adjustment from WSI estimate to subcontractor	1	LS	-653.30	(653)	367,570		366,917	369,750	372,261	383,452	384,377
254									0.011	0.02	0.015	0.015	0.02
255									Core Roofing	P&A Roofing	Collis Roofing	Martin Roofing	Atlas Apex
256													
257		Subtotal - Roofing - Early Package Complete				366,917							
258	081000	Doors, Frames & Hardware											
259													
260									Pinnacle	TCR	Cajun		
261	081113	Hollow Metal Doors & Frames	0			0			377,500	395,039	431,709		
262		3' - 0" x 7' - 0" HM Doors F	1	ea	2,000.00	2,000			x	x	x		
263		6' - 0" x 7' - 0" HM Doors F(2)	2	ea	2,000.00	4,000			x	x	x		
264		3' - 0" x 7' - 0" HM Doors N	4	ea	2,000.00	8,000			x	x	x		
265			0			0							
266	081416	Flush Wood Doors & Frames - White Burch Rotary Cut (STC 49)	0			0							
267		3' - 0" x 7' - 0" WD Doors F	72	ea	3,000.00	216,000			x	x	x		
268		6' - 0" x 7' - 0" WD Doors F(2)	3	ea	5,000.00	15,000			x	x	x		
269		3' - 0" x 7' - 0" WD Doors N	3	ea	3,000.00	9,000			x	x	x		
270		6' - 0" x 7' - 0" WD Doors N(2)	1	ea	5,000.00	5,000							
271			0			0							
272	087100	Hardware	85	sets	1,000.00	85,000			x	x	x		
273		Install	85	ea	340.00	28,900			x	x	28,900		
274			0			0							
275			0			0							
276		Bond	372,900	\$	0.02	7,458	WSI Estimate		3,775	5,926	9,212		
277		Adjustment from WSI estimate to subcontractor	1	LS	917.00	917	380,358		381,275	400,965	469,821		
278							4,475		0.01	0.02	0.02		
279									Pinnacle	TCR	Cajun		
280									4,486	4,717	5,527		
281		Subtotal - Doors, Frames & Hardware				381,275							
282	085000	Windows											
283													
284									Kawneer	Kawneer	YKK		
285		Level D Impact Resistance on All Exterior Glazing							Pitts	DAG	Alerion		
286	084113	Aluminum Entrances & Storefronts	0			0	119,748		608,000	640,000	692,152		
287		SF1 - 5'-2" x 9'-8", (GL-1)	50	sf	150.00	7,499			x	x	x		
288		SF2 - 10'-2 5/8" x 9'-8", (GL-1)	99	sf	150.00	14,868			x	x	x		
289		SF3 - 15'-10 3/4" x 9'-8", (GL-1)	154	sf	150.00	23,092			x	x	x		
290		SF4 - 16'-9 1/8" x 9'-8", (GL-1)	162	sf	150.00	24,296			x	x	x		
291		SF5 - 6'-0" x 9'-8", (GL-1)	58	sf	150.00	8,703			x	x	x		
292		SF6 - 4'-9 7/8" x 9'-8", (GL-1)	46	sf	150.00	6,890			x	x	x		
293		SF7 - 9'-8" x 7'-2", (GL-1 & GT) - Interior	69	sf	150.00	10,400			x	x	x		
294		3' - 0" x 7' - 0" AL Doors FG	6	ea	3,000.00	18,000			x	x	x		
295		6' - 0" x 7' - 0" AL Doors FG (2)	1	ea	6,000.00	6,000			x	x	x		



LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS		Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0											
296			0			0							
297	084413	Glazed Aluminum Curtain Walls	0			0	258,638						
298		CW1 - 9'-2" x 24'-4", (GL-1 & SP-1)	223	sf	160.00	35,738		x	x	x			
299		CW2 - 12'-0" x 21'-4", (GL-1 & SP-1)	256	sf	160.00	41,016		x	x	x			
300		CW3 - 6'-0" x 20'-4", (GL-1 & SP-1)	244	sf	160.00	39,040		x	x	x			
301		CW4 - 4'-0" x 20'-4", (GL-1 & SP-1)	162	sf	160.00	25,920		x	x	x			
302		CW5 - 12'-0" x 20'-4", (GL-1 & SP-1)	244	sf	160.00	39,040		x	x	x			
303		CW6 - 6'-0" x 21'-4", (GL-1 & SP-1)	256	sf	160.00	40,925		x	x	x			
304		CW7 - 4'-0" x 21'-4", (GL-1 & SP-1)	85	sf	160.00	13,600		x	x	x			
305		CW8 - 6'-0" x 24'-4", (GL-1 & SP-1)	146	sf	160.00	23,360		x	x	x			
306		Temporary Weather Protection	1	ls	15,000.00	15,000	Allowance	15,000	15,000	15,000			
307			0			0							
308		Windows	0			0	314,588						
309		W1 - 6'-0" x 7'-8", (GL-1)	598	sf	150.00	89,739		x	x	x			
310		W2 - 6'-0" x 9'-8", (GL-1)	1,392	sf	150.00	208,800		x	x	x			
311		W3 - 6'-0" x 7'-2", (GL-1)	43	sf	150.00	6,449		x	x	x			
312		W4 - 4'-0" x 9'-8", (GL-1)	39	sf	150.00	5,800		x	x	x			
313		W5 - 6'-4" x 4'-0" (GT)	25	sf	150.00	3,800		x	x	x			
314			0			0							
315	088000	Misc. Glazing	0			0							
316		Viewlites @ Doors	7	ea	65.00	455		x	x	x			
317			0			0							
318	088300	Mirrors	0			0							
319		MISC Mirrors @ 1st FL Stress Room (Fitness) room 137	91	sf	35.00	3,181	Scope Reduced	3,181	3,181	3,181			
320			0			0							
321		Window Testing at Aluminum-Framed Entrances & Storefronts	1	ls	0.00	0	by Owner per Specifications						
322		Window Testing at Glazed Aluminum Curtain Walls	1	ls	7,500.00	7,500	Allowance	7,500	7,500	7,500			
323			0			0							
324			0			0							
325		Bond	719,110	\$	0.02	14,382	WSI Estimate	10,773	13,314	14,357			
326		Adjustment from WSI estimate to subcontractor	1	LS	-89,038.32	(89,038)	733,492	644,454	678,995	732,190			
327							169	0.017	0.02	0.02			
328								Pitts	DAG	Alerion			
329													
330		Subtotal - Windows				644,454							
331	092000	Drywall											
332									Incomplete, Late				
333								Kenpat	Garrard	Collins			
334	092900	Drywall Assemblies	0			0		653,774	551,403	745,170			
335		A3 - (2) 1/2" Cementitious Backer Board, 3-5/8" MS, Batt. Insul @ (14'-2")	1,238	sf	15.03	18,613		x	x	x			
336		A3 - (2) 5/8" Gyp, 3-5/8" MS, Batt. Insul @ (14'-2")	13,169	sf	11.22	147,750		x	x	x			
337		E2 - (1) 5/8" Gyp, 2-1/2" MS, @ (15)' to deck	9,163	sf	10.36	94,883		x	x	x			
338		A6 - (2) 1/2" Cementitious Backer Board, 6" MS, Batt. Insul @ (14'-2")	1,248	sf	19.17	23,922		x	x	x			
339		A10 - (2) 1/2" Cementitious Backer Board, 10" MS, Batt. Insul @ (14'-2")	312	sf	24.70	7,705		x	x	x			
340		A6 - (2) 5/8" Gyp, 6" MS, Batt. Insul @ (14'-2")	256	sf	19.17	4,905		x	x	x			
341		A8 - (2) 1/2" Cementitious Backer Board, 8" MS, Batt. Insul @ (14'-2")	197	sf	22.80	4,493		x	x	x			
342		A8 - (2) 5/8" Gyp, 8" MS, Batt. Insul @ (14'-2")	281	sf	20.90	5,868		x	x	x			
343		A3 - (2) 1/2" Cementitious Backer Board, 3-5/8" MS, Batt. Insul @ (15)' 2nd floor to deck	582	sf	15.03	8,751		x	x	x			
344		A6 - (2) 1/2" Cementitious Backer Board, 6" MS, Batt. Insul @ (15)' 2nd floor to deck	815	sf	19.17	15,626		x	x	x			
345		A6 - (2) 5/8" Gyp, 6" MS, Batt. Insul @ (15)' 2nd floor to deck	584	sf	15.83	9,245		x	x	x			
346		E2 - (1) 1/2" Cementitious Backer Board, 2-1/2" MS, @ (15)' to deck	150	sf	14.16	2,123		x	x	x			
347		E2 - (1) 5/8" Gyp, 2-1/2" MS, @ (15)' to deck	9,041	sf	10.36	93,614		x	x	x			
348		A3 - (2) 5/8" Gyp, 3-5/8" MS, Batt. Insul @ (15)' 2nd floor	15,796	sf	11.22	177,220		x	x	x			
349		C1 - 5/8" Gyp Ceilings	1,432	sf	12.26	17,553		x	x	x			
350		C1 - 5/8" Moisture Gyp Ceilings	1,471	sf	14.21	20,901		x	x	x			
351		Knee walls at Collaboration 129 and Work Area 206	72	sf	15.00	1,083		x	x	x			
352		Plywood at Metal Panels - East Entry Canopy Only	40	sf	15.00	600		600	600	600			
353			0			0							



LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS		Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0											
354	061100	Rough Carpentry	0			0							
355		Misc. Blocking	1	ls	10,000.00	10,000		x	x	x			
356			0			0							
357		Adjustments	0			0							
358		30 mil interior studs per specification	0			0		x	37,322	x			
359		G90 exterior metal framing per 100% documents	0			0		x	43,183	x			
360		Mineral insulation	0			0		x	18,648	x			
361			0			0							
362			0			0							
363		Bond	664,856	\$	0.02	13,297	WSI Estimate	9,619	13,023	14,915			
364		Adjustment from WSI estimate to subcontractor	1	LS	-14,159.51	(14,160)	678,153	663,993	664,178	760,685			
365							29	0.0147	0.02	0.02			
366								Kenpat	Garrard	Collins			
367													
368		Subtotal - Drywall				663,993							
369	095000	Ceilings											
370													
371								Kenpat	Collins	Acousti			
372	095113	Suspended Acoustic Ceilings	0			0		160,000	163,734	195,643			
373		A1 - 2x2 Acoustical Ceilings	16,405	sf	4.50	73,823		x	x	x			
374			0			0							
375	095423	Suspended Metal Ceilings	0			0							
376		A4 - 2x2 Metalworks Mesh w/ Acoustical Infill Panel	1,016	sf	40.00	40,638		x	x	x			
377			0			0							
378	098413	Fixed Sound Absorptive Panels	0			0							
379		AWP1 - Acoustical Wall Panels - Polished Pewter	54	sf	50.00	2,716		x	x	x			
380		AWP2 - Acoustical Wall Panels - Arbergine	36	sf	50.00	1,798		x	x	x			
381		AWP3 - Acoustic Wall Panels - Nettle	36	sf	50.00	1,798		x	x	x			
382		AWP1/AWP2	540	sf	50.00	27,020		x	x	x			
383			0			0							
384			0			0							
385		Bond	147,793	\$	0.02	2,956	WSI Estimate	2,352	3,275	2,935			
386		Adjustment from WSI estimate to subcontractor	1	LS	11,603.38	11,603	150,749	162,352	167,009	198,578			
387								0.0147	0.02	0.015			
388								Kenpat	Collins	Acousti			
389													
390		Subtotal - Ceilings				162,352							
391	096000	Flooring											
392													
393								Certified	AJ Flooring	Spectra			
394	093000	Tile	0			0		216,389	251,172	awaiting bid			
395		CTW1 - Ceramic Wall Tile	1,232	sf	20.00	24,642		x	x				
396		PTB1 - Porcelain Tile Base	723	ft	7.30	5,277		x	x				
397		PTF1 - Porcelain Floor Tile	2,519	sf	15.00	37,791		x	x				
398		PTW1 - Porcelain Wall Tile (Full tile not cuts) at Collaboration area knee wall	80	sf	15.00	1,205		x	x				
399		PTW2 - Porcelain Wall Tile	870	sf	42.00	36,552		x	x				
400			0			0							
401	096500	Resilient Flooring	0			0							
402		LVT1 - Luxury Vinyl Tile	9,546	sf	5.82	55,555		x	x				
403		RBT-1 @ Fitness Room	600	sf	10.82	6,492		x	x				
404		RBT-2 @ Fitness Room Walls	300	sf	18.80	5,640		x	x				
405		RBT-3 @ Stairwells	360	ft	35.00	12,600		x	x				
406		RB - Rubber Base	5,280	ft	2.00	10,560		x	x				
407		Floor Protection	10,000	sf	0.50	5,000		x	x				
408		Moisture Mitigation	10,000	sf	5.00	50,000		66,154	33,000				
409			0			0							



LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS		Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0											
410	096813	Carpeting	0			0							
411		CPT1- Carpet Tile	511	sf	9.50	4,857			x	x			
412			0			0							
413			0			0							
414		Bond	256,171	\$	0.02	5,123	WSI Estimate		5,651	5,683	-		
415		Adjustment from WSI estimate to subcontractor	1	LS	26,899.30	26,899	261,294		288,193	289,856	-		
416									0.02	0.02	0.02		
417									Certified	AJ Flooring	Spectra		
418													
419		Subtotal - Flooring				288,193							
420	096723	Sealed/Stained Concrete											
421										Combo			
422									Coastal	Percopo	Certified		
423		Sealed/Stained Concrete							55,790	34,217	51,323		
424	096724	SCS - Sealed/Stained Concrete	8,103	sf	4.50	36,464			x	x	x		
425		Floor Protection	8,100	sf	0.50	4,050			x	4,050	x		
426			0			0							
427			0			0							
428		Bond	40,514	\$	0.00	0	WSI Estimate		1,116	957	1,026		
429		Adjustment from WSI estimate to subcontractor	1	LS	16,392.30	16,392	40,514		56,906	39,224	52,349		
430									0.02	0.03	0.02		
431									Coastal	Percopo	Certified		
432													
433		Subtotal - Sealed/Stained Concrete				56,906							
434	099000	Painting											
435										Combo			
436									Coastal	Percopo	Weston		
437	099100	Painting							89,144	120,797	137,000		
438		Paint Bollards	3	ea	35.00	105			x	x	x		
439		Paint Door Frames	88	ea	25.00	2,200			x	x	x		
440		OEP1 - Epoxy Flooring - Mech/Elec/Janitor Rooms	237	sf	2.50	592			x	x	x		
441		Paint Interior Walls	59,516	sf	1.25	74,396			x	x	x		
442		Exposed Structure Paint	1,880	sf	1.25	2,350			x	x	x		
443		Paint Gypsum Ceilings	2,903	sf	1.25	3,629			x	x	x		
444			0			0							
445	072411	Exterior Finish System	0			0							
446		TexCote Acrylic Coating System (Cool-Wall)	12,353	sf	2.00	24,706			x	x	x		
447			0			0							
448			0			0							
449		Bond	107,978	\$	0.02	2,160	WSI Estimate		1,783	3,020	2,987		
450		Adjustment from WSI estimate to subcontractor	1	LS	-19,210.18	(19,210)	110,137		90,927	123,817	139,987		
451									0.02	0.03	0.0218		
452									Coastal	Percopo	Weston		
453													
454		Subtotal - Painting				90,927							



LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS		Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0											
455	101100	Visual Displayboards - by Owner											
456									Subname	Subname	Subname		
457	101100	Markerboards & Tackboards	0			0							
458		E7 Marker Display Board 48"x60", glass, magnetic	5	ea	0.00	0	by Owner						
459		E8 Tackboard 24"x36"	40	ea	0.00	0	by Owner						
460			0			0			-	-	-		
461		Bond	0	\$	0.00	0	WSI Estimate		-	-	-		
462		Adjustment from WSI estimate to subcontractor		LS	0.00	0	0		0.02	0.02	0.02		
463									Subname	Subname	Subname		
464													
465		Subtotal - Visual Displayboards - by Owner				0							
466	101400	Signage											
467													
468									Vital	Env. Graphics	Lombardi		
469	101400	Interior Signage (Not Indicated on Drawings)	0			0			21,682	13,185	49,456		
470		Signage by Room	94	ea	100.00	9,400			x	x	x		
471			0			0							
472	101419	Exterior Signage	0			0							
473		Dimensional Letters - "Deland Public Utilities"	21	ea	300.00	6,300			x	8,500	x		
474		60" Ø Cast Aluminum Plaque	1	ls	6,500.00	6,500			x	x	x		
475			0			0							
476			0			0							
477		Bond	22,200	\$	0.02	444	WSI Estimate		-	-	-		
478		Adjustment from WSI estimate to subcontractor	1	LS	-959.00	(959)	22,644		21,682	21,685	49,456		
479									-	-	-		
480									Vital	Env. Graphics	Lombardi		
481													
482		Subtotal - Signage				21,685							
483	102000	Interior Specialties											
484									Per Spec	Alt Spec	Incomplete		
485									Interior	ABS	Mardale		
486	102113	Toilet Partitions (Polymer)	0			0			125,000	57,850	33,116		
487		Standard Toilet Partitions - Ceiling Mounted	6	ea	1,380.00	8,280			x	x	x		
488		ADA Toilet Partition - Ceiling Mounted	3	ea	1,850.00	5,550			x	x	x		
489			0			0							
490	102116	Shower/Dressing Compartments	5	ea	1,250.00	6,250			x	x	x		
491			0			0							
492	102813	Toilet Accessories	0			0							
493		T-1 42" Grab Bar	6	ea	150.00	900			x	x	x		
494		T-2 36" Grab Bar	6	ea	100.00	600			x	x	x		
495		T-3 24"x26" Shower Corner Grab Bar	3	ea	200.00	600			x	x	x		
496		T-4 Sanitary Napkin Receptacle	7	ea	100.00	700			x	x	x		
497		T-5a 18"x24" Glass Mirror w/SS angle frame	14	ea	250.00	3,500			x	x	x		
498		T-6a 18"x24" Frameless SS Mirror	0	ea		0							
499		T-8 Soap Dispenser	13	ea	200.00	2,600			x	x	x		
500		T-9 Surface Mounted Paper Towel Dispenser	14	ea	250.00	3,500			x	x	x		
501		T-10 Toilet Paper Dispenser	14	ea	250.00	3,500			x	x	x		
502		T-11 Urinal Screen	3	ea	150.00	450			x	x	x		
503		T-13 Folding Shower Seat	3	ea	200.00	600			x	x	x		
504		T-14 Shower Curtain, Rod, & Hooks	12	ea	100.00	1,200			x	x	x		
505		Robe Hook (Restroom Doors & Stall Doors)	26	ea	50.00	1,300			x	x	x		
506			0			0							
507	102600	Wall & Corner Guards (InPro/Acrovyn)	0			0			InPro	Acrovyn			
508		CG-1 - Corner Guards - 2"W x 4'L	35	ea	100.00	3,500			x	x	3,500		
509		CG-2 - Chair Rail @ 2'-10" w/ Rigid Vinyl Sheet	600	ft	70.00	42,000			x	x	42,000		
510		SS Wall Protection at mop sinks	64	ft	46.88	3,000	by Plumbing						
511			0			0							
512	104116	Emergency Key Cabinets (Knox Box)	1	ea	2,000.00	2,000			x	x	2,000		
513			0			0							
514	104413	Fire Extinguisher Cabinets	7	ea	400.00	2,800			x	x	2,800		
515			0			0							
516	104416	Fire Extinguishers	7	ea	250.00	1,750			x	x	1,750		



LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS		Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0											
517			0			0							
518	105500	Defibrillators (1 per floor)	2	ea	2,300.00	4,600			x	x	4,600		
519			0			0							
520			0			0							
521		Bond	99,180	\$	0.02	1,984	WSI Estimate		2,500	-	1,795		
522		Adjustment from WSI estimate to subcontractor	1	LS	26,336.57	26,337	101,164		127,500	57,850	91,561		
523									0.02	-	0.02		
524									Interior	ABS	Mardale		
525													
526		Subtotal - Interior Specialties				127,500							
527	102239	Operable Partitions											
528													
529									SSE (Modernfold)	Subname	Subname		
530	102239	Folding Panel Partitions (STC 52)	0			0			62,500				
531		10' Operable Partitions @ Conference (EOC) 110B w/ Pocket Door	250	sf	117.00	29,250			x				
532		10' Operable Partitions @ Training/Bunk 215B w/ Pocket Door	250	sf	117.00	29,250			x				
533		Full Height Markerboards per spec.	4	ea	1,000.00	4,000			4,000				
534		Pocket Doors	2	ea	6,000.00	12,000			x				
535			0			0							
536			0			0							
537		Bond	74,500	\$	0.00	0	WSI Estimate		-	-	-		
538		Adjustment from WSI estimate to subcontractor	1	LS	-8,000.00	(8,000)	74,500		66,500	-	-		
539									-	0.02	0.02		
540									SSE (Modernfold)	Subname	Subname		
541													
542		Subtotal - Operable Partitions				66,500							
543	105100	Lockers											
544													
545									Patterson	Mardale	Interior		
546	105100	Metal Lockers	0			0			92,518	91,630	94,679		
547		E2 Athletic Locker, Metal - 6 Tier Mesh Door	6	ea	951.75	5,711			x	x	x		
548			0			0							
549	105129	Phenolic Lockers	0			0							
550		E1 2-Tier Wardrobe Locker - Versamax Z-Style	91	ea	958.50	87,224			x	x	x		
551		E25 Solid Plastic Pedestal Bench	5	ea	200.00	1,000			x	x	x		
552			0			0							
553			0			0							
554		Bond	93,934	\$	0.02	1,879	WSI Estimate		-	1,833	1,894		
555		Adjustment from WSI estimate to subcontractor	1	LS	-3,294.20	(3,294)	95,813		92,518	93,463	96,573		
556									-	0.02	0.02		
557									Patterson	Mardale	Interior		
558													
559		Subtotal - Lockers				92,518							
560	107000	Canopies											
561									Per Spec	Per Spec	Alternate Spec		
562									Dittmer	Perfection	Awning Factory		
563	107316	Aluminum Canopies	0			0			86,600	89,500	62,050		
564		Aluminum Canopy @ East Entry (25'H)	40	sf	160.00	6,400			x	x	x		
565		Aluminum Canopy @ North Entry (13.5'H)	104	sf	120.00	12,480			x	x	x		
566		Aluminum Canopy @ West Entry (8'H)	47	sf	170.21	8,000			x	x	x		
567		Aluminum Canopy @ North Entry (10'H)	639	sf	100.00	63,900			x	x	x		
568			0			0							
569			0			0							
570		Bond	90,780	\$	0.02	1,816	WSI Estimate		-	-	-		
571		Adjustment from WSI estimate to subcontractor	1	LS	-5,995.60	(5,996)	92,596		86,600	89,500	62,050		
572									-	-	-		
573									Dittmer	Perfection	Awning Factory		
574													
575		Subtotal - Canopies				86,600							



LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS		Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0											
576	119413	Equipment											
577													
578									App. of Orlando	Milcarsky			
579		Equipment	0			0			26,034	no bid			
580		E3 Microwave	1	ea	200.00	200			x				
581		E4 Elec. Range	1	ea	3,000.00	3,000			x				
582		E5 Undercounter Ice Maker	1	ea	3,000.00	3,000			x				
583		E6 Refrigerator w/ bottom freezer	4	ea	2,000.00	8,000			x				
584		E14 Punching Bag Floor Mounted	1	ea	0.00	0	by Owner						
585		E15 Washer	2	ea	2,500.00	5,000			x				
586		E16 Dryer	2	ea	2,500.00	5,000			x				
587		E19 Range Hood	1	ea	1,500.00	1,500			x				
588		E21 43" Moniter and Bracket	3	ea	1,000.00	3,000			3,000				
589		E22 65" Moniter and Bracket	7	ea	1,250.00	8,750			8,750				
590		E23 98" Moniter, bracket only	6	ea	200.00	1,200	Install Only		1,200				
591			0			0							
592		Bond	38,650	\$	0.00	0	WSI Estimate		-	-			
593		Adjustment from WSI estimate to subcontractor	1	LS	333.69	334	38,650		38,984	-			
594									-	0.02			
595									App. of Orlando	Milcarsky			
596													
597		Subtotal - Equipment				38,984							
598	122000	Window Shades											
599													
600									VBM	Interior	Hiles		
601	122126	Blackout Shades	0			0			32,696	41,123	no bid		
602		Misc-4 Blackout 0% Roller Shades	238	sf	20.00	4,765			x	x			
603			0			0							
604	122413	Roller Window Shades (10% Openness)	0			0							
605		Curtain Walls @ Office Locations (Misc-3)	552	sf	15.00	8,273			x	x			
606		W1	601	sf	15.00	9,017			x	x			
607		W2	1,398	sf	15.00	20,977			x	x			
608		W3	43	sf	15.00	645			x	x			
609		W4	39	sf	15.00	580			x	x			
610			0			0							
611			0			0							
612		Bond	44,257	\$	0.00	0	WSI Estimate		-	-	-		
613		Adjustment from WSI estimate to subcontractor	1	LS	-11,561.11	(11,561)	44,257		32,696	41,123	-		
614									-	-	-		
615									VBM	Interior	Hiles		
616													
617		Subtotal - Window Shades				32,696							
618	140000	Elevator											
619									Per Spec	Not to Spec, 3500lb			
620									Thyszen	Schindler	Otis		
621	142400	Hydraulic Elevators	0			0			102,300	89,000	125,000		
622		(1) 4,000lb, 2-stop elevator (80 fpm)	1	ea	110,000.00	110,000			x	x	x		
623			0			0							
624			0			0							
625		Bond	110,000	\$	0.00	0	WSI Estimate		2,046	-	2,500		
626		Adjustment from WSI estimate to subcontractor	1	LS	-5,654.00	(5,654)	110,000		104,346	89,000	127,500		
627									0.02	-	0.02		
628									Thyszen	Schindler	Otis		
629													
630		Subtotal - Elevator				104,346							



LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS		Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0											
631	210000	Fire Protection System											
632									Davis Bacon				
633									Titan Fire	Southern Fire	Century	F&LSA	
634	211313	Wet Sprinkler Systems							130,800	99,900	107,800	115,131	
635		Light Hazard	21,187	sf	4.25	90,045			x	x	x	x	
636		Ordinary Hazard - Group 1 (Storage, Mech./Elec. Rooms)	1,356	sf	4.50	6,102			x	x	x	x	
637			0			0							
638			0			0							
639		Bond	96,147	\$	0.02	1,923	WSI Estimate		3,270	1,998	2,156	2,303	
640		Adjustment from WSI estimate to subcontractor	1	LS	36,000.32	36,000	98,070		134,070	101,898	109,956	117,434	
641									0.025	0.02	0.02	0.02	
642									Titan Fire	Southern Fire	Century	F&LSA	
643													
644		Subtotal - Fire Protection System				134,070							
645	220000	Plumbing											
646										Withdrawn	No Davis Bacon	No Davis Bacon	
647									Energy Air	Tharp	Heichel	Modern	
648	224000	Plumbing Fixtures	0			0			598,000	431,976	415,000	444,700	
649		Carrier (for Wall Hung Fixtures)	6	ea	3,000.00	18,000			x	x	x	x	
650		EW-C-1 - Electric Water Cooler Hi/Lo	3	ea	6,000.00	18,000			x	x	x	x	
651		EW-H-1, 80 gal	1	ea	24,000.00	24,000			x	x	x	x	
652		EW-H-2, 80 gal	1	ea	24,000.00	24,000			x	x	x	x	
653		FD-1 Floor Drain - Area Floor	13	ea	600.00	7,800			x	x	x	x	
654		FD-2 Floor Drain - Mechanical	1	ea	600.00	600			x	x	x	x	
655		Garbage Disposal	1	ea	600.00	600			x	x	x	x	
656		Grease Interceptor	1	ea	6,000.00	6,000			x	x	x	x	
657		IMB-1 Ice Maker Supply Box	2	ea	1,300.00	2,600			x	x	x	x	
658		JS-1 Janitorial Mop Sink	2	ea	10,000.00	20,000			x	x	x	x	
659		L-1 - Lavatory	12	ea	9,000.00	108,000			x	x	x	x	
660		L-2 - Lavatory ADA	3	ea	7,000.00	21,000			x	x	x	x	
661		LS-1 Laundry/Service Sink	1	ea	7,000.00	7,000			x	x	x	x	
662		RCP-1 Recirculating Pump (DHW)	2	ea	2,000.00	4,000			x	x	x	x	
663		S-1 Double Compartment SS Sink	2	ea	10,000.00	20,000			x	x	x	x	
664		SH-1 - Shower	11	ea	8,000.00	88,000			x	x	x	x	
665		SH-2 - Shower ADA	1	ea	8,000.00	8,000			x	x	x	x	
666		Sump Pump @ Elevator	1	ea	5,000.00	5,000			x	x	x	x	
667		TMV-1 Thermostatic Mixing Valve	1	ea	3,500.00	3,500			x	x	x	x	
668		TP-1 Trap Primer Valve, Automatic	8	ea	1,000.00	8,000			x	x	x	x	
669		UR-1 - Urinal	2	ea	5,000.00	10,000			x	x	x	x	
670		UR-2 - Urinal ADA	1	ea	5,000.00	5,000			x	x	x	x	
671		WB-1 Dishwashing Machine Drain Box	4	ea	1,300.00	5,200			x	x	x	x	
672		WC-1 - Water Closet	11	ea	9,000.00	99,000			x	x	x	x	
673		WC-2 - Water Closet ADA	3	ea	9,000.00	27,000			x	x	x	x	
674		WCO Wall Cleanout	1	ea	800.00	800			x	x	x	x	
675		WH-1 Wall Hydrant	6	ea	1,000.00	6,000			x	x	x	x	
676			0			0							
677			0			0							
678		Bond	547,100	\$	0.02	10,942	WSI Estimate		5,980	4,320	8,300	6,671	
679		Adjustment from WSI estimate to subcontractor	1	LS	45,938.00	45,938	558,042		603,980	436,296	423,300	451,371	
680									0.01	0.01	0.02	0.015	
681									Energy Air	Tharp	Heichel	Modern	
682									26.20	18.93	18.36	19.58	
683		Subtotal - Plumbing				603,980							



LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS		Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0											
684	230000	HVAC											
685													
686									Energy Air	EMCOR/MSI	Subname		
687		HVAC							1,031,000	1,106,180			
688	230713	Duct Insulation	16,576	sf	11.00	182,336			x	x			
689	233113	Ductwork	22,081	lb	12.00	264,972			x	x			
690	233400	Mechanical Equipment	0			0							
691		AHU-1/CU-1 (7,910 cfm, 30 ton cooling)	1	ea	120,000.00	120,000			x	x			
692		AHU-2/CU-2 (10,240 cfm, 30 ton cooling)	1	ea	120,000.00	120,000			x	x			
693		AC-1/MS-1 (380 cfm)	1	ea	7,000.00	7,000			x	x			
694		AC-2/MS-2 (380 cfm)	1	ea	7,000.00	7,000			x	x			
695		VAVs (Small)	10	ea	3,900.00	39,000			x	x			
696		VAVs (Large)	13	ea	4,320.00	56,160			x	x			
697		EF-1 (800 cfm)	1	ea	4,500.00	4,500			x	x			
698		EF-2 (400 cfm)	1	ea	3,500.00	3,500			x	x			
699		Refrigerant Piping	160	ft	36.00	5,760			x	x			
700		Louvers	1	ls	40,000.00	40,000			x	x			
701		Air Distribution	1	ls	50,000.00	50,000			x	x			
702			0			0							
703	230593	Test & Balance	23,050	sf	1.50	34,575			x	x			
704	230900	Controls	23,050	sf	5.00	115,250			x	x			
705		Commissioning	1	ls	25,000.00	25,000	Allowance		25,000	25,000			
706			0			0							
707			0			0							
708		Bond	1,075,053	\$	0.02	21,501	WSI Estimate		10,560	13,574	-		
709		Adjustment from WSI estimate to subcontractor	1	LS	-29,994.06	(29,994)	1,096,554		1,066,560	1,144,754	-		
710									0.01	0.012	0.02		
711									Energy Air	EMCOR/MSI	Subname		
712									46	50	-		
713		Subtotal - HVAC				1,066,560							
714	260000	Electrical											
715										No Davis Bacon	No Davis Bacon	Withdrawn	
716									United	Bright Future	Giles	Morton	
717		Site Electrical	0			0			2,057,524	1,934,967	2,560,000	-	
718		2-1/2" U.G. Conduits with pull wire	255	ft	95.00	24,199			x	x	x	x	
719		2" U.G. Conduits	20	ft	90.00	1,776			x	x	x	x	
720		EV Chargers	2	ls	15,000.00	30,000			x	x	x	x	
721			0			0							
722	262413	Power Distribution	0			0	Power Distribution						
723		Main Service Distribution Panel (1000A) - 277/480V	1	ea	38,500.00	38,500	492,984		x	x	x	x	
724		Branch Circuit Panelboard < 240V	3	ea	17,500.00	52,500			x	x	x	x	
725		Branch Circuit Panelboard >240V	2	ea	8,750.00	17,500			x	x	x	x	
726		Main Circuit Breaker	1	ea	875.00	875			x	x	x	x	
727		Circuit Breakers	1	ls	175,000.00	175,000			x	x	x	x	
728		Transformer (112.5 kVA)	2	ea	26,250.00	52,500			x	x	x	x	
729		Emergency Lighting Inverter	1	ea	4,375.00	4,375			x	x	x	x	
730		Fused Disconnect Switch - 100A, Nema 3R	4	ea	3,150.00	12,600			x	x	x	x	
731		Fused Disconnect Switch - 30A, Nema 3R	4	ea	700.00	2,800			x	x	x	x	
732		Non-fused Disconnect Switch - 30A, Nema 1	3	ea	787.50	2,363			x	x	x	x	
733		Ground Bus Bar - Copper	3	ea	875.00	2,625			x	x	x	x	
734		Motor Rated Switch - 5m	3	ea	437.50	1,313			x	x	x	x	
735		Multi-Service Floor Box with QUAD	2	ea	2,100.00	4,200			x	x	x	x	
736		Duplex Receptacle	304	ea	262.50	79,800			x	x	x	x	
737		Duplex Receptacle Mounted above Counter	5	ea	262.50	1,313			x	x	x	x	
738		Duplex Receptacle with 2 USB Ports	6	ea	306.25	1,838			x	x	x	x	
739		Quad Receptacles	12	ea	350.00	4,200			x	x	x	x	
740		GFCI Receptacle	15	ea	306.25	4,594			x	x	x	x	
741		GFCI Receptacle WP - Cast Metal	12	ea	393.75	4,725			x	x	x	x	
742		GFCI Receptacle Mounted Above Counter	26	ea	306.25	7,963			x	x	x	x	
743		QUAD with 2 USB ports	3	ea	437.50	1,313			x	x	x	x	
744		Special Purpose Receptacle	7	ea	551.25	3,859			x	x	x	x	
745		Surge Protection Devices	6	ea	2,625.00	15,750			x	x	x	x	
746		Wall Mounted Junction Box	1	ea	481.25	481			x	x	x	x	



LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS		Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0											
747			0			0							
748	263213.13	Diesel Generators, 500kw (72 Hr) w/ ATS, 1000A	0			0							
749		Generator Install	1	ls	50,000.00	50,000		x	x	x	x		
750		Fuel for Generator	1	ls	10,000.00	10,000		x	x	x	x		
751			0			0							
752	264113	Lightning Protection	23,050	sf	1.75	40,338		x	x	x	x		
753			0			0							
754	265119	Lighting	0			0	Lighting/Controls						
755		Lighting Fixture - A	139	ea	700.00	97,300	478,450	x	x	x	x		
756		Lighting Fixture - AE	13	ea	787.50	10,238		x	x	x	x		
757		Lighting Fixture - B	40	ea	700.00	28,000		x	x	x	x		
758		Lighting Fixture - BE	26	ea	787.50	20,475		x	x	x	x		
759		Lighting Fixture - BF	15	ea	875.00	13,125		x	x	x	x		
760		Lighting Fixture - BFE	5	ea	962.50	4,813		x	x	x	x		
761		Lighting Fixture - C	27	ea	700.00	18,900		x	x	x	x		
762		Lighting Fixture - DE	10	ea	787.50	7,875		x	x	x	x		
763		Lighting Fixture - F	18	ea	875.00	15,750		x	x	x	x		
764		Lighting Fixture - FE	3	ea	1,312.50	3,938		x	x	x	x		
765		Lighting Fixture - G	6	ea	2,100.00	12,600		x	x	x	x		
766		Lighting Fixture - H	15	ea	875.00	13,125		x	x	x	x		
767		Lighting Fixture - LT1	12	ea	1,925.00	23,100		x	x	x	x		
768		Lighting Fixture - LT2	3	ea	1,925.00	5,775		x	x	x	x		
769		Lighting Fixture - K	23	ea	700.00	16,100		x	x	x	x		
770		Lighting Fixture - LE	2	ea	700.00	1,400		x	x	x	x		
771		Lighting Fixture - L	28	ea	700.00	19,600		x	x	x	x		
772		Lighting Fixture - LW	14	ea	787.50	11,025		x	x	x	x		
773		Lighting Fixture - M	24	ea	1,750.00	42,000		x	x	x	x		
774		Lighting Fixture - X1	14	ea	787.50	11,025		x	x	x	x		
775		Lighting Fixture - X2	1	ea	787.50	788		x	x	x	x		
776		LT-3 Big Ass Fans - 72"Ø Exterior Ceiling Fan	6	ea	5,250.00	31,500		x	x	x	x		
777		SL1 - Site Lighting	5	ea	8,750.00	43,750		x	x	x	x		
778		SL2 - Site Lighting	3	ea	8,750.00	26,250		x	x	x	x		
779			0			0							
780	260923	Lighting Control Devices	0			0							
781		Lighting Control Panel	1	ea	5,250.00	5,250		x	x	x	x		
782		3-way Switch	4	ea	437.50	1,750		x	x	x	x		
783		Ceiling Mounted Occupancy Sensor	55	ea	516.25	28,394		x	x	x	x		
784		Low Voltage Switch	75	ea	612.50	45,938		x	x	x	x		
785		Occupancy Sensor Switch	15	ea	288.75	4,331		x	x	x	x		
786			0			0							
787		North Lot Parking - Site Lighting	15	ea	0.00	0	Removed	-	-	-	-		
788			0			0							
789	270528	Low Voltage	0			0	Voice & Data						
790		Patch Panels, Wire Management	10	ea	1,275.00	12,750	208,762	x	x	x	x		
791		Active Rack Switches & UPS	12	ea	2,625.00	31,500		x	x	x	x		
792		Patch Cords	480	ea	12.00	5,760		x	x	x	x		
793		3/4" Plywood (Painted)	770	sf	15.00	11,556		x	x	x	x		
794		6"W Runway Cable Tray	266	ft	127.50	33,941		x	x	x	x		
795		7'H Black Vertical Cable Management	8	ea	750.00	6,000		x	x	x	x		
796		12"W Runway Cable Tray	189	ft	127.50	24,156		x	x	x	x		
797		18"W Runway Cable Tray	77	ft	127.50	9,787		x	x	x	x		
798		AV Outlet (TV)	9	ea	450.00	4,050		x	x	x	x		
799		Data Outlet, Four Jack	3	ea	300.00	900		x	x	x	x		
800		Data Outlet, Single Jack	2	ea	225.00	450		x	x	x	x		
801		Data Outlet, Two Jack	123	ea	262.50	32,288		x	x	x	x		
802		Floor Box (Technology & Power)	2	ea	1,500.00	3,000		x	x	x	x		
803		Poke-Thru Used to Feed Cables to Modular Furniture	6	ea	750.00	4,500		x	x	x	x		
804		Telecom 45RU Two-Post Rack (Chatsworth #48353-703)	4	ea	3,000.00	12,000		x	x	x	x		
805		Telecom Primary Bonding Busbar (PBB-134)	1	ea	750.00	750		x	x	x	x		
806		Telecom Secondary Bonding Busbar (SBB-242)	1	ea	750.00	750		x	x	x	x		
807		Wireless Access Point (Ceiling Mount)	11	ea	225.00	2,475		x	x	x	x		
808		Telecom 45RU Four-Post Rack (Chatsworth #15053-703)	2	ea	4,200.00	8,400		x	x	x	x		
809		RC - Remote Controller	5	ea	750.00	3,750		x	x	x	x		



LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS		Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0											
810			0			0							
811	274100	Audio Visual System	0			0	A/V						
812		Ceiling Mounted Speakers	14	ea	3,000.00	42,000	115,500		x	x	x	x	
813		Connect Speakers/Monitors to Partition System (Aurora AV)	2	ea	30,000.00	60,000			x	x	x	x	
814		TV Outlet	18	ea	750.00	13,500			x	x	x	x	
815			0			0							
816	280537	Distributed Antenna System	1	ls	107,000.00	107,000	DAS		x	x	x	x	
817		DAS Antenna	2	ea		included	107,000		x	x	x	x	
818		(3) 3" Conduits through Roof for Antenna	1	ls		included			x	x	x	x	
819		1st Responder Bi-Directional (DAS) Head-End Equipment	1	ea		included			x	x	x	x	
820		Commercial Cell Phone Bi-Directional Antenna (BDA) System Equipment	1	ea		included			x	x	x	x	
821			0			0							
822	281000	Access Control	0			0	Access Control						
823		(2) Desk Mounted Release Buttons @ Reception	1	ea	750.00	750	59,100		x	x	x	x	
824		Access Control Panel System	1	ea	15,000.00	15,000			x	x	x	x	
825		Card Reader	17	ea	975.00	16,575			x	x	x	x	
826		Door Position Switch	2	ea	600.00	1,200			x	x	x	x	
827		Electric Door Operator (Actuator Arm)	1	ea	1,275.00	1,275			x	x	x	x	
828		Electric Door Strike	11	ea	600.00	6,600			x	x	x	x	
829		Electric Latch Retraction Lock	4	ea	1,275.00	5,100			x	x	x	x	
830		Request to Exit Device (IR Sensor)	14	ea	900.00	12,600			x	x	x	x	
831			0			0							
832	282000	CCTV Surveillance System	0			0	CCTV						
833		Monitoring System	1	ls	15,000.00	15,000	60,000		x	x	x	x	
834		CCTV Camera	6	ea	4,500.00	27,000			x	x	x	x	
835		CCTV Camera - Roof Mounted	4	ea	4,500.00	18,000			x	x	x	x	
836			0			0							
837	283111	Fire Alarm System (Silent Night)	23,050	sf	6.00	138,300	Fire Alarm						
838		Addressable Input Module	7	ea		included	138,300		x	x	x	x	
839		Combination Speaker - Wall Mounted	33	ea		included			x	x	x	x	
840		Combination Speaker - Wall Mounted, Waterproof	3	ea		included			x	x	x	x	
841		Fire Alarm Annunciator Panel	1	ea		included			x	x	x	x	
842		Fire Alarm Control Unit	1	ea		included			x	x	x	x	
843		Heat Detector - Ceiling Mounted	2	ea		included			x	x	x	x	
844		Manual Pull Station	11	ea		included			x	x	x	x	
845		Manual Pull Station - Waterproof	1	ea		included			x	x	x	x	
846		Smoke Detector	3	ea		included			x	x	x	x	
847		Strobe - Wall Mounted	14	ea		included			x	x	x	x	
848			0			0							
849			0			0							
850		Bond	1,902,071	\$	0.02	38,041	WSI Estimate		26,748	19,350	51,200	-	
851		Adjustment from WSI estimate to subcontractor	1	LS	144,159.54	144,160	1,940,112		2,084,272	1,954,317	2,611,200	-	
852							84		0.01	0.01	0.02	0.02	
853									United	Bright Future	Giles	Morton	
854									90.42	84.79	113.28	-	
855		Subtotal - Electrical				2,084,272							



LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS		Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0											
856	263213	Generator/ATS - Supply Only							100% Spec	Not to 100% Spec	Not to 100% Spec	Not to 100% Spec	Not to 100% Spec
857									Caterpillar	Generac	Generac	Generac	Roll's Royce
858									Ring Power	United Electrical	Morton Electric	Giles Electric	Bright Future
859									211,616	180,495	183,100	187,993	213,194
860		Diesel Generators	0			0							
861	263213.13	Diesel Generators, 400kw (72 Hr) w/ ATS, 800A - Supply Only	1	ls	221,400.00	221,400	Revised per 100% Documents		x	x	x	x	x
862		12-month maintenance	1	ls	3,000.00	3,000			x	x	x	x	x
863		Fuel for generator - Not included	0			0	in Div 260000						
864			0			0							
865			0			0							
866		Bond	224,400	\$	0.02	4,488	WSI Estimate		-	1,985	1,831	2,068	2,132
867		Adjustment from WSI estimate to subcontractor	1	LS	-17,272.50	(17,273)	228,888		211,616	182,480	184,931	190,061	215,326
868									-	0.01	0.01	0.01	0.01
869									Ring Power	United Electrical	Morton Electric	Giles Electric	Bright Future
870													
871		Subtotal - Generator/ATS - Supply Only				211,616							
872	310000	Site earthwork, Utilities & Paving											
873													
874									Harty	Wayne	Subname	Subname	
875		General Conditions					GC's		1,120,486	1,483,350			
876		Certified As-Built	97,000	sf	0.15	14,550	48,915		x	x			
877		Mobilization	1	ls	10,000.00	10,000			x	x			
878		Maintenance of Traffic	1	ls	2,000.00	2,000			x	x			
879		Survey & Layout	1	ls	10,000.00	10,000			x	x			
880		NPDES Permit	1	ls	1,000.00	1,000			x	x			
881		SWPP Monitoring	1	ls	2,500.00	2,500			x	x			
882			0			0							
883		Erosion Control	0			0							
884		Silt Fence	1,265	ft	2.25	2,846			x	x			
885		Tree Protection	434	ft	3.50	1,519			x	x			
886		Inlet Protection	2	ea	250.00	500			x	x			
887		Construction Entrance	1,000	sf	4.00	4,000			x	x			
888		Soil tracking device	40	ton	110.00	4,400			x	x			
889			0			0							
890		Site Demolition	0			0							
891		Demo 3' Wood Fence	455	ft	4.00	1,820			x	x			
892		Demo Existing Concrete Pavement, curbing	9,000	sf	3.00	27,000			x	x			
893			0			0							
894		Soil Remediation (Allowance)	0			0	Remediation						
895		Over excavate Area per boring locations (TB-2, 3 & 4) - 10' deep	7,000	cy	4.46	31,220	331,109		238,980	x			
896		This approach includes bringing a screening plant and filter the rubble, debris and organic material to reduce exporting and importing fill material	0						x	x			
897		Sock Drains for Dewatering	15	days	1,000.00	15,000			x	x			
898		Loader to process the screen plant	7,000	cy	4.00	28,000			x	x			
899		Screen Plant	7,000	cy	4.36	30,520			x	x			
900		Assume 40% rubble, 60% good soil	0			0	Note						
901		Load and haul away 40% rubble, logs, etc.	2,800	cy	27.77	77,756			x	x			
902		Reuse 60% good soils	4,200	cy	5.00	21,000			x	x			
903		Import to clean fill to replace 40% rubble	3,360	cy	32.98	110,813			x	x			
904		Compaction	7,000	cy	2.40	16,800			x	x			
905			0			0							



LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS		Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0											
906	310000	Earthwork	0			0	Earthwork						
907		Tree Removal	25	ea	580.00	14,500	198,370		x	x			
908		Clear & Grub	2	ac	15,000.00	33,402			x	x			
909		Strip sod & organics 6"	1,825	cy	12.00	21,899			x	x			
910		Import Fill (lift site by approximately 3')	5,781	cy	20.00	115,611			x	x			
911		Compact building pad	1,289	sy	2.40	3,094			x	x			
912		Rough grade	9,489	sy	0.35	3,321			x	x			
913		Fine grade	1,289	sy	1.10	1,418			x	x			
914		River Rock w/ Weed Fabric @ MEP Yard	1,025	sf	5.00	5,125			x	x			
915			0			0							
916	321216	Pavement	0			0	Pavement						
917		12" stabilized subbase for Concrete Pavement	4,700	sf	8.60	40,420	102,559		x	x			
918		Demo/Replace Existing Concrete Pavement for Utility Relocation	1,235	sf	15.00	18,525			x	x			
919		Curb - Type D	1,647	ft	19.10	31,466			x	x			
920		Parking bumpers	26	ea	100.00	2,600			x	x			
921		ADA Handicap Striping	3	ea	50.00	150			x	x			
922		Parking Signage	4	ea	150.00	600			x	x			
923		Parking Striping (38 lf per spot)	5,966	ft	1.25	7,458			x	x			
924		Stripings	232	ft	1.25	290			x	x			
925		Traffic Arrows	14	ea	75.00	1,050			x	x			
926			0			0							
927	330000	Utilities	0			0							
928		Stormwater	0			0	Storm						
929		18" ADS Piping - Removed	410	ft	25.00	10,250	156,630		x	x			
930		18" RCP	928	ft	80.00	74,240			x	x			
931		Storm Inlet - Type C	8	ea	7,500.00	60,000			x	x			
932		MES 18"	2	ea	3,000.00	6,000			x	x			
933		MES 18" - Removed	1	ea	1,500.00	1,500			x	x			
934		Testing (Total Pipe Length)	928	ft	5.00	4,640			x	x			
935		Underground Exfiltration System (ADS Stormtech MC-3500)	1	ls	385,000.00	385,000							
936			0			0							
937		Sanitary	0			0	Sanitary						
938		8" PVC	111	ft	60.00	6,679	17,736		x	x			
939		SS Manhole	1	ea	8,000.00	8,000			x	x			
940		SS Cleanout	1	ea	2,500.00	2,500			x	x			
941		Testing (Total Pipe Length)	111	ft	5.00	557			x	x			
942			0			0							
943		Water	0			0	Water/Fire						
944		2" GV	1	ea	1,000.00	1,000	52,987		x	x			
945		2" RPZ Backflow Preventer	1	ea	5,000.00	5,000			x	x			
946		2" Water Meter	1	ea		not included	by City Utility		x	x			
947		2" x 6" Tapping Sleeve	1	ea	5,000.00	5,000			x	x			
948		2" Reclaim Main	10	ft	38.00	384			x	x			
949		6" Fire Main	205	ft	40.00	8,200			x	x			
950		6" GV	1	ea	2,000.00	2,000			x	x			
951		6" RPZ Backflow Preventer	1	ea	10,000.00	10,000			x	x			
952		6" WM	130	ft	40.00	5,180			x	x			
953		6" x 6" Tapping Sleeve and Valve	2	ea	5,000.00	10,000			x	x			
954		FDC - Fire Dept. Connection	1	ea	0.00	0	Existing						
955		Fire Hydrants	1	ea	0.00	0	Existing						
956		Fittings	10	ea	450.00	4,500			x	x			
957		Testing (Total Pipe Length)	345	ft	5.00	1,723			x	x			
958			0			0							
959		Temp. Facilities	0			0							
960		Crane Path - 6" Crushed Concrete	1,350	sy	36.00	48,600			48,600	x			
961		Temp Parking - 6" Crushed Concrete	2,000	sy	27.00	54,000			54,000	x			
962		Temp Water connections	200	ft	55.00	11,000			11,000	x			
963			0			0							
964		North Parking Lot (Allowance)	1	ls	750,000.00	750,000	Allowance						
965		Erosion Control	1	ls		included			900,000	900,000			
966		Earthwork	1	ls		included			x	x			
967		Utilities	1	ls		included			x	x			
968		Paving & Striping	1	ls		included			x	x			



LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS		Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0											
969			0			0							
970		Adjustment - Deduct StormTech Exfiltration	0			0		(335,000)	(335,000)				
971			0			0							
972			0			0							
973		Bond	2,190,126	\$	0.02	43,803	WSI Estimate	30,571	40,967	-	-		
974		Adjustment from WSI estimate to subcontractor	1	LS	-165,291.07	(165,291)	2,233,928	2,068,637	2,089,317	-	-		
975								0.015	0.02	0.02	0.02		
976								Harty	Wayne	Subname	Subname		
977										-			
978		Subtotal - Site earthwork, Utilities & Paving				2,068,637							
979	323120	Fencing											
980													
981								Chapco	Subname	Subname			
982		Chain Link Fences & Gates	0			0		49,701					
983		Dumpster Gates	1	ea	0.00	0	In Steel Package						
984		Mechanical Yard Gates	2	ea	1,000.00	2,000		x					
985			0			0							
986		North Parking Lot	0			0							
987		North Parking Lot - 6' Black Vinyl Coated Chain Link Fence	1,200	ft	40.00	48,000		x					
988		North Parking Lot - Gate, Chain Link Sliding, Motorized	1	ea		included		x					
989			0			0							
990			0			0							
991		Bond	50,000	\$	0.00	0	WSI Estimate	-	-	-	-		
992		Adjustment from WSI estimate to subcontractor	1	LS	-298.52	(299)	50,000	49,701	-	-	-		
993								-	0.02	0.02	0.02		
994								Chapco	Subname	Subname			
995													
996		Subtotal - Fencing				49,701							
997	323213	Retaining Walls											
998													
999								Harty	Subname	Subname			
1,000		Cast-In-Place Retaining Walls						40,800					
1,001		Retaining Wall - FDOT standard	170	ft	240.00	40,800		x					
1,002			0			0							
1,003		Bond	40,800	\$	0.02	816	WSI Estimate	612	-	-	-		
1,004		Adjustment from WSI estimate to subcontractor	1	LS	-204.00	(204)	41,616	41,412	-	-	-		
1,005								0.015	0.02	0.02	0.02		
1,006								Harty	Subname	Subname			
1,007													
1,008		Subtotal - Retaining Walls				41,412							



LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS		Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0											
1,009	329300	Landscaping & Irrigation											
1,010													
1,011									LSP	Not to Spec Down to Earth	Not to Spec Garth Schweizer		
1,012	329300	Landscaping	0			0		98,800	59,671	58,138			
1,013		Trees	0			0							
1,014		LI - Muskogee Crape Myrtle - 100 Gal.	13	ea	675.00	8,775		x	x	x			
1,015		MGL - Dwarf Southern Magnolia - 100 Gal.	3	ea	900.00	2,700		x	x	x			
1,016		MC - Wax Myrtle	9	ea	900.00	8,100		x	x	x			
1,017		QS - Shumard Red Oak - 100 Gal.	8	ea	1,000.00	8,000		x	x	x			
1,018		QV - Southern Live Oak - 100 Gal.	5	ea	900.00	4,500		x	x	x			
1,019			0			0							
1,020		Palms	0			0							
1,021		SP - Cabbage Palmetto	15	ea	450.00	6,750		x	x	x			
1,022			0			0							
1,023		Shrubs	0			0							
1,024		CME - Dwarf Natal Plum - 7 Gal.	29	ea	52.00	1,508		x	x	x			
1,025		CA - Spider Lily - 15 Gal.	3	ea	85.00	255		x	x	x			
1,026		IVS - Dwarf Yaupon Holly - 3 Gal.	42	ea	22.00	924		x	x	x			
1,027		LJF - `Jack Frost` Ligustrum - 7 Gal.	36	ea	52.00	1,872		x	x	x			
1,028		PWD - Dwarf Pittosporum - 3 Gal.	18	ea	15.00	270		x	x	x			
1,029		PM - Shrubby Yew - 3 Gal.	7	ea	15.00	105		x	x	x			
1,030		SAT - Schefflera - 7 Gal.	29	ea	52.00	1,508		x	x	x			
1,031			0			0							
1,032		Grasses	0			0							
1,033		MUC - Muhly Grass - 3 Gal.	128	ea	15.00	1,920		x	x	x			
1,034		SB - Sand Cord Grass - 1 Gal.	100	ea	8.00	800		x	x	x			
1,035			0			0							
1,036		Groundcovers	0			0							
1,037		AA - Dwarf Blue Lily Of The Nile - 1 Gal.	27	ea	8.00	216		x	x	x			
1,038		JCC - Shore Juniper - 1 Gal.	67	ea	8.00	536		x	x	x			
1,039		LME - Liriope - 1 Gal.	211	ea	8.00	1,688		x	x	x			
1,040		TV - Society Garlic - 1 Gal.	105	ea	8.00	840		x	x	x			
1,041		ZF - Coontie Palm - 3 Gal.	41	ea	55.00	2,255		x	x	x			
1,042			0			0							
1,043		Sod	0			0							
1,044		PN - Bahia Grass	8,800	sf	1.00	8,800		x	416	x			
1,045		Mulch	80	cy	50.00	4,000		x	x	x			
1,046			0			0							
1,047	328400	Irrigation	1	ls	43,650.00	43,650		x	15,000	24,800			
1,048			0			0							
1,049		Maintenance	6	mo	3,000.00	18,000		18,000	18,000	18,000			
1,050			0			0							
1,051			0			0							
1,052		Bond	127,972	\$	0.02	2,559	WSI Estimate	2,920	1,862	2,019			
1,053		Adjustment from WSI estimate to subcontractor	1	LS	-10,811.44	(10,811)	130,531	119,720	94,948	102,957			
1,054								0.025	0.02	0.02			
1,055								LSP	Down to Earth	Garth Schweizer			
1,056													
1,057		Subtotal - Landscaping & Irrigation				119,720							
1,058		TOTAL DIRECT COST				12,899,302							

JOB NAME:	Deland Public Service Campus Improvements – UAB					April 19, 2023
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Wharton–Smith, Inc.
CONSTRUCTION GROUP

GENERAL CONDITIONS	DURATION =	0 DIRECT MANHOURS						0	MANWEEKS							
			16	MONTHS, PLANNED				0	MEN							
DESCRIPTION	QTY	UNIT	MH/ UNIT	BASE RATE	LABOR				EQUIPMENT		MATERIAL		SUBCONTRACTS		\$ TOTALS	REMARKS
PROJECT MANAGEMENT TEAM					U/P	TOTAL MH	\$ AMOUNT	HR/UNIT	RATE	\$ AMOUNT	U/P	\$ AMOUNT	U/P	\$ AMOUNT		SUB NAME
FIELD STAFF																
GENERAL SUPERINTENDENT	6	WK	40	\$130.00		\$5,200.00	242	\$31,522		\$0.00		\$0		\$0	\$31,522	
SUPERINTENDENT I	66	WK	40	\$109.00		\$4,360.00	2,641	\$287,902		\$0.00		\$0		\$0	\$287,902	
OFFICE STAFF																
PROJECT EXECUTIVE	6	WK	40	\$146.00		\$5,840.00	242	\$35,402		\$0.00		\$0		\$0	\$35,402	
PROJECT MANAGER	74	WK	40	\$99.00		\$3,960.00	2,944	\$291,496		\$0.00		\$0		\$0	\$291,496	
PROJECT ENGINEER	61	WK	40	\$70.00		\$2,800.00	2,425	\$169,736		\$0.00		\$0		\$0	\$169,736	
PROJECT INTERN	56	WK		\$45.00		\$0.00	0	\$0		\$0.00		\$0		\$0	\$0	
PROJECT ASSISTANT	17	WK	40	\$71.00		\$2,840.00	693	\$49,189		\$0.00		\$0		\$0	\$49,189	
OTHER STAFF																
COST ACCOUNTANT	17	WK	40	\$80.00		\$3,200.00	693	\$55,424		\$0.00		\$0		\$0	\$55,424	
PROJECT SCHEDULER	7	WK	40	\$103.00		\$4,120.00	277	\$28,543		\$0.00		\$0		\$0	\$28,543	
SPECIAL QA / QC INSPECTOR FOR QUALITY CONTROL	7	WK	40	\$130.00		\$5,200.00	277	\$36,026		\$0.00		\$0		\$0	\$36,026	
SAFETY MANAGER	6	WK	40	\$105.00		\$4,200.00	260	\$27,279		\$0.00		\$0		\$0	\$27,279	
RELATED MANAGEMENT COSTS																
BENEFITS & EDUCATION	0	LS		\$42.00		\$0.00	0	\$0		\$0.00		\$0		\$0	\$0	
LABOR RATE ADJUSTMENT	0	LS		\$42.00		\$0.00	0	\$0		\$0.00		\$0		\$0	\$0	
HOLIDAY & VACATION PAY	1	LS		\$42.00		\$0.00	0	\$0		\$0.00		\$0		\$0	\$0	
MANAGEMENT TRAINING	0	LS		\$42.00		\$0.00	0	\$0		\$0.00		\$0		\$0	\$0	
RECRUITING FEES	0	LS		\$42.00		\$0.00	0	\$0		\$0.00		\$0		\$0	\$0	
TRAVEL EXPENSE – WORKSHEET ON RIGHT	1	LS		\$42.00		\$0.00	0	\$0		\$0.00	\$0.00	\$0		\$0	\$0	
LODGING, MEALS – WORKSHEET ON RIGHT	1	LS		\$42.00		\$0.00	0	\$0		\$0.00	\$0.00	\$0		\$0	\$0	
TEMP.FACILITIES & UTILITIES																
WATER, INSTALL AND REMOVE TEMPORARY SYSTEM	1	LS	0	\$42.00		\$0.00	0	\$0		\$0.00	\$0.00	\$0	\$5,500.00	\$5,500	\$5,500	w/meter
WATER, MONTHLY	16	MO		\$42.00		\$0.00	0	\$0		\$0.00	\$150.00	\$2,400		\$0	\$2,400	w/bottled water
ELECTRIC, INSTALL & REMOVE TEMP. SYSTEM	1	LS		\$42.00		\$0.00	0	\$0		\$0.00	\$2,500.00	\$2,500	\$5,000.00	\$5,000	\$7,500	w/meter
ELECTRIC, MONTHLY CHARGES	16	MO		\$42.00		\$0.00	0	\$0		\$0.00	\$400.00	\$6,400		\$0	\$6,400	
TEMPORARY LIGHTING (NIGHT LIGHTING)	0	WK		\$42.00		\$0.00	0	\$0		\$0.00		\$0		\$0	\$0	
HARD WIRE INTERNET/PHONE, INSTALL & REMOVE – W–S	0	LS		\$42.00		\$0.00	0	\$0		\$0.00		\$0	\$400.00	\$0	\$0	
HARD WIRE INTERNET/PHONE, INSTALL & REMOVE – ENGINEER	0	LS		\$42.00		\$0.00	0	\$0		\$0.00		\$0	\$300.00	\$0	\$0	
INTERNET/TELEPHONE, MONTHLY CHARGES – W–S	16	MO		\$42.00		\$0.00	0	\$0		\$0.00	\$200.00	\$3,200		\$0	\$3,200	
INTERNET/TELEPHONE, MONTHLY CHARGES – ENGINEER	0	MO		\$42.00		\$0.00	0	\$0		\$0.00	\$100.00	\$0		\$0	\$0	
CELLULAR TELEPHONE, MONTHLY CHARGES	0	MO		\$42.00		\$0.00	0	\$0		\$0.00	\$200.00	\$0		\$0	\$0	
FIELD OFFICE, WHARTON SMITH INC	12	MO		\$42.00		\$0.00	0	\$0		\$0.00	\$4,577.00	\$54,924		\$0	\$54,924	Shared Triple Wide Trailer
FIELD OFFICE, WHARTON SMITH – DELIVERY/RETURN	1	LS		\$42.00		\$0.00	0	\$0		\$0.00	\$0.00	\$0	\$21,872.00	\$21,872	\$21,872	Shared Triple Wide Trailer
FIELD OFFICE, ENGINEER	0	MO	5	\$42.00		\$210.00	0	\$0		\$0.00	\$550.00	\$0		\$0	\$0	
FIELD OFFICE, ENGINEER – DELIVERY/RETURN	0	LS		\$42.00		\$0.00	0	\$0		\$0.00	\$4,200.00	\$0		\$0	\$0	
FIELD OFFICE FURNISHINGS AND EQUIPMENT (PURCHASE)	0	LS		\$42.00		\$0.00	0	\$0		\$0.00		\$0		\$0	\$0	
FIELD OFFICE FURNISHINGS AND EQUIPMENT (RENTAL)	16	MO		\$42.00		\$0.00	0	\$0		\$0.00	\$700.00	\$11,200		\$0	\$11,200	Includes copier
JOB OFFICE SUPPLIES	12	MO		\$42.00		\$0.00	0	\$0		\$0.00	\$200.00	\$2,400		\$0	\$2,400	
COMPUTER EQUIPMENT FOR FIELD OFFICE – W–S	0	LS		\$42.00		\$0.00	0	\$0		\$0.00	\$526.00	\$0		\$0	\$0	
COMPUTER EQUIPMENT FOR FIELD OFFICE – ENGINEER	0	LS		\$42.00		\$0.00	0	\$0		\$0.00	\$0.00	\$0		\$0	\$0	
TOOL TRAILERS – 1 REQUIRED	16	MO		\$42.00		\$0.00	0	\$0		\$0.00	\$300.00	\$4,800		\$0	\$4,800	
TEMPORARY TOILETS – 3 REQUIRED	16	MO		\$42.00		\$0.00	0	\$0		\$0.00	\$400.00	\$6,400		\$0	\$6,400	
TEMPORARY SEWAGE HOLDING TANKS – ENGINEER & W–S	16	MO		\$42.00		\$0.00	0	\$0		\$0.00	\$400.00	\$6,240		\$0	\$6,240	
TEMPORARY HEATING EQUIPMENT	0	MO		\$42.00		\$0.00	0	\$0		\$0.00		\$0		\$0	\$0	
FUEL FOR TEMPORARY HEATING	0	MO		\$42.00		\$0.00	0	\$0		\$0.00		\$0		\$0	\$0	
TEMPORARY PARKING	0	SY		\$42.00		\$0.00	0	\$0		\$0.00		\$0		\$0	\$0	
TEMPORARY CRANE PATH	15000	SF		\$42.00		\$0.00	0	\$0		\$0.00		\$0	\$2.00	\$30,000	\$30,000	6" stone
BARRICADES	0	EA		\$42.00		\$0.00	0	\$0		\$0.00		\$0		\$0	\$0	
TEMPORARY HANDRAIL / GUARDRAIL	275	LF		\$42.00		\$0.00	0	\$0		\$0.00	\$13.20	\$3,630	\$0.00	\$0	\$3,630	
DUST PARTITIONS	0	SF		\$42.00		\$0.00	0	\$0		\$0.00		\$0		\$0	\$0	
EXISTING SURFACES PROTECTION	23050	SF		\$42.00		\$0.00	0	\$0		\$0.00	\$1.00	\$23,050		\$0	\$23,050	

 Wharton-Smith, Inc. CONSTRUCTION GROUP										JOB NAME:	Deland Public Service Campus Improvements – UAB				April 19, 2023		
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TEMPORARY CHAIN LINK FENCE, INSTALL AND REMOVE											\$0.00	\$0.00	\$0	\$13,872.00	\$13,872	\$13,872	Smith Fence w/2 gates
CONSTRUCTION EQUIPMENT & TOOLS																	
SMALL TOOLS AND SUPPLIES											\$0.00	\$4,000	\$4,000		\$0	\$4,000	
SAFETY & HEALTH & HOUSEKEEPING																	
SAFETY MEETINGS											\$0.00		\$0		\$0	\$0	
SAFETY DEVICES											\$0.00	\$576.00	\$576		\$0	\$576	
PREVENTITIVE MEDICINE											\$0.00		\$0		\$0	\$0	
SAFETY AWARD PAY											\$0.00		\$0		\$0	\$0	
WORKER'S COMP CLAIMS											\$0.00		\$0		\$0	\$0	
CLEAN-UP AT END OF PROJECT											\$0.00		\$0	\$20,540.00	\$20,540	\$20,540	Daisy Fresh
CLEAN-UP THROUGHOUT DURATION OF PROJECT											\$0.00	\$14.00	\$924		\$0	\$17,556	
DUMPSTERS											\$0.00	\$1,750.00	\$25,200		\$0	\$25,200	
JANITORIAL – FIELD TRAILER											\$0.00	\$200.00	\$2,400		\$0	\$2,400	
											\$0.00		\$0		\$0	\$0	
TOTAL GENERAL CONDITIONS																	
GENERAL REQUIREMENTS																	
PERMITS, FEES, INSURANCE, LEGAL, ETC.																	
BUILDER'S RISK INSURANCE–COASTAL COUNTY											\$0.00		\$0	\$2,227.00	\$35,632	\$35,632	
EARLY COMPLETION BONUS											\$0.00		\$0	\$0.00	\$0	\$0	
OVERTIME COSTS FOR ENGINEERS AND INSPECTORS											\$0.00		\$0	\$0.00	\$0	\$0	
EXTENDED WARRANTY (BEYOND 12 MONTHS)											\$0.00		\$0	\$0.00	\$0	\$0	Maintenance cost for 1 extra year
MAINTENANCE BOND (FOR PERCENTAGE LESS THAN 25%)											\$0.00		\$0	\$0.00	\$0	\$0	\$9,442.03
MAINTENANCE BOND (FOR PERCENTAGE 25% OR MORE)											\$0.00		\$0	\$0.00	\$0	\$0	\$23,605.06
PROJECT DOCUMENTATION AND SERVICES																	
PROJECT SIGNS											\$0.00	\$0.00	\$0	\$1,500.00	\$1,500	\$1,500	
INFORMATIONAL SIGNS											\$0.00		\$0		\$0	\$0	
PHOTOGRAPHS											\$0.00		\$0	\$200.00	\$3,200	\$3,200	
FINAL PHOTOS											\$0.00		\$0	\$1,500.00	\$1,500	\$1,500	
INDEPENDENT CPM SCHEDULING SERVICES											\$0.00		\$0	\$250.00	\$0	\$0	
INDEPENDENT TESTING SERVICES											\$0.00		\$0	\$6,500.00	\$0	\$0	
SOFTWARE/BIM											\$0.00		\$0	\$49,903.00	\$49,903	\$49,903	
PLANS & SPECIFICATIONS REPRODUCTION COSTS											\$0.00	\$500.00	\$500	\$500.00	\$0	\$500	
REGISTERED SURVEYOR SERVICES											\$0.00		\$0	\$6,000.00	\$6,000	\$6,000	
LAYOUT BY WHARTON-SMITH											\$0.00		\$0		\$0	\$0	
PROJECT START-UP & CLOSEOUT																	
START UP CHEMICALS											\$0.00	\$0.00	\$0		\$0	\$0	
START-UP ELECTRIC CONSUMPTION COSTS											\$0.00	\$0.00	\$0	\$8,068.00	\$8,068	\$8,068	
ADDITIONAL LABOR FOR 24/7 START-UP											\$0.00		\$0		\$0	\$0	
AS-BUILT DRAWINGS											\$0.00		\$0	\$500.00	\$500	\$500	
OPERATION & MAINTENANCE MANUALS											\$0.00		\$0	\$500.00	\$500	\$500	
FINAL SITE SURVEY											\$0.00		\$0	\$3,000.00	\$3,000	\$3,000	
MISCELLANEOUS REQUIREMENTS																	
PRODUCTION PLANNING START-UP KITS											\$0.00		\$0	\$1,512.00	\$1,512	\$1,512	
MAIL AND COURIER COSTS											\$0.00		\$0	\$200.00	\$3,200	\$3,200	
TOTAL GENERAL REQUIREMENTS																	

ATTACHMENT 4 – Clarifications, Qualifications, and Assumptions

Assumptions & Clarifications

1.0 General Requirements

1. **Testing** – GMP includes an Allowance of \$58,000 for construction testing and post-grout testing/monitoring.
2. **Federal funding** – Davis Bacon wages are included.
3. **Permits** – The GMP includes permits and related fees as an Allowance of \$125,000.
4. **CM Contingency** – The GMP includes a CM Contingency Allowance of \$472,508.
5. **Owner Contingency** – The GMP includes an Owner Contingency Allowance of \$175,000.
6. **Duke Energy Utility** – The GMP includes an Allowance of \$50,000 for Duke Energy Utilities.
7. **Escalation Contingency** – The GMP includes an Escalation Contingency of \$106,250.
8. **Duration** – The construction duration is 16 months to substantial completion and is based on a NTP no later than May 15th, 2023. Construction starts July 6th, 2023, with a substantial completion of September 30th, 2024.
9. **Commissioning Services** – The GMP includes a Commissioning Allowance of \$25,000.

5.0 Structural Steel

1. **Steel Columns Cover** – GMP does not include any 'column covers' as indicated on A381. Details were not provided in the documents.

6.0 Millwork

1. **Decorative Panels** – GMP includes an Allowance of \$20,000 for Decorative Metal Panels (MISC-5) at the Collaboration room. The specified Vendor did not provide a proposal at bid time.

7.0 Thermal & Moisture

1. **Control/Expansion Joints** – GMP includes an Allowance of \$5,000 for control/expansion joints for concrete pavement.
2. **Weather Barrier** – GMP does not include any weather barrier behind Metal Wall Panels attached directly to tilt wall panels.

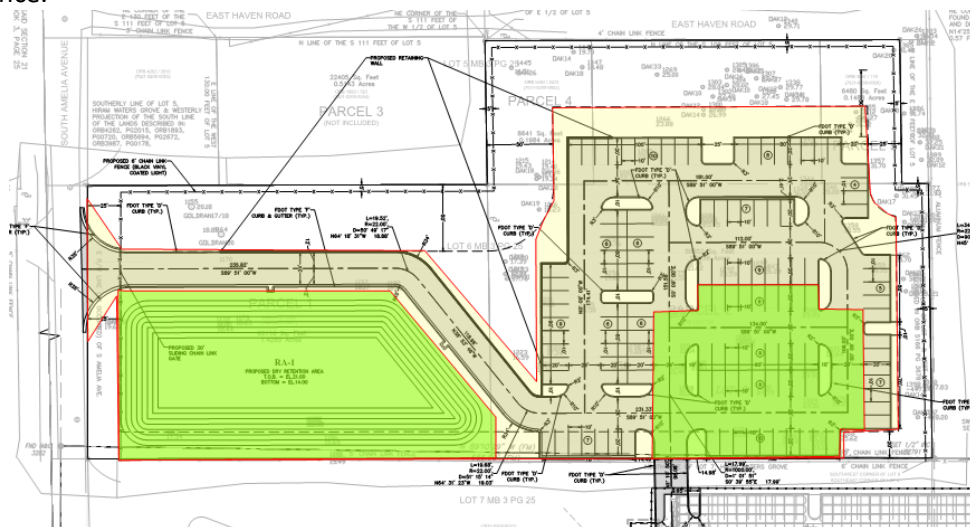
8.0 Doors & Windows

1. **Glazing** – Per Drawing A501 notes, GMP does not include any (GL-3) Fire Rated Glazing.
2. **Glazing** – Per Drawing A501 notes, GMP includes all exterior glazing to be impact resistant Level 'D'.
3. **Window Testing** – GMP includes an Allowance of \$7,500 for Window Testing at glazed aluminum curtain walls only.
4. **Temporary Weather Protection** – GMP includes an Allowance of \$15,000 for temporary weather protection.

City of Deland
Deland Utilities Administration Building
100% GMP Construction Documents

31.0 Sitework

1. **Grout Injection** – Per the Geotech recommendation of compaction grouting to compact and stabilize loose/soft soils within the deep raveled soil zone, the Estimate includes the revised compaction grout estimate as an Allowance of \$138,516.
2. **Soil Remediation** – The Geotech Report dated 1/27/2022 indicates unsuitable soil under the new Administration Building and adjacent parking on the site. The exact amount of unsuitable soil is undetermined, the GMP includes a base amount of 7,000 CY of unsuitable soil to be excavated and disposed of, with the same amount imported and backfilled. A screening plant will be brought on site to filter the rubble, debris, and organic material to reduce overall export. We have assumed 40% waste (2,800 CY) to be removed from the site with 60% reuse (4,200 CY) to be put back and compacted. Import of clean fill to replace the 30% waste material is also included. The GMP also includes unit prices (per CY) to add or deduct from this 7,000 CY total as excavation/backfill is performed. We request the Owner audit the process to determine the extent of the excavation/backfill. The value of the allowance included by Harty Tractor Services for the removal and replacement of 7,000 CY of unsuitable material is \$238,930 with an add or deduct unit price (shown below) from this total. The actual quantity will be tracked on site and adjusted accordingly.
 - a. **Excavate Unsuitable Soils** - \$4.46/cy
 - b. **Screening** - \$8.36/cy
 - c. **Export & Dispose of Debris** - \$27.77/cy
 - d. **Replace Unsuitable Soil w/ Clean Fill** - \$32.98/cy
 - e. **Place & Compact Clear Fill at Overburdened Excavated Area** - \$2.40/cy
3. **North Parking Lot** – The GMP includes an Allowance of \$750,000 for the North Parking Lot based on discussions had with the Owner & Architect via Zoom meeting on April 11th, 2023, at 3PM. The allowance includes asphalt parking and a new retention pond as indicated in green below. The remainder of the site will be clear, grubbed, graded, and filled to be used as a laydown area during construction. Perimeter fencing and gates are also included in the Allowance.



City of Deland
Deland Utilities Administration Building
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Allowances

Cost allowances have been established for specific items, as outlined below. These allowances are intended to compensate for all direct and indirect costs associated with each item, including, materials, equipment, labor, taxes, fees. The allowance amounts do not include soft costs such as general liability, builder's risk, P&P Bond, and Overhead and Profit.

Allowance #	Description	Direct Cost Only
1	Construction Testing	38,000
2	Grout Injection	138,516
3	Soil Remediation	238,930
4	Moz Design Panels	20,000
5	Temporary Weather Protection (Envelope)	15,000
6	Window Testing (Aluminum Curtain Walls Only)	7,500
7	Commissioning	25,000
8	North Parking Lot	650,831

Exclusions

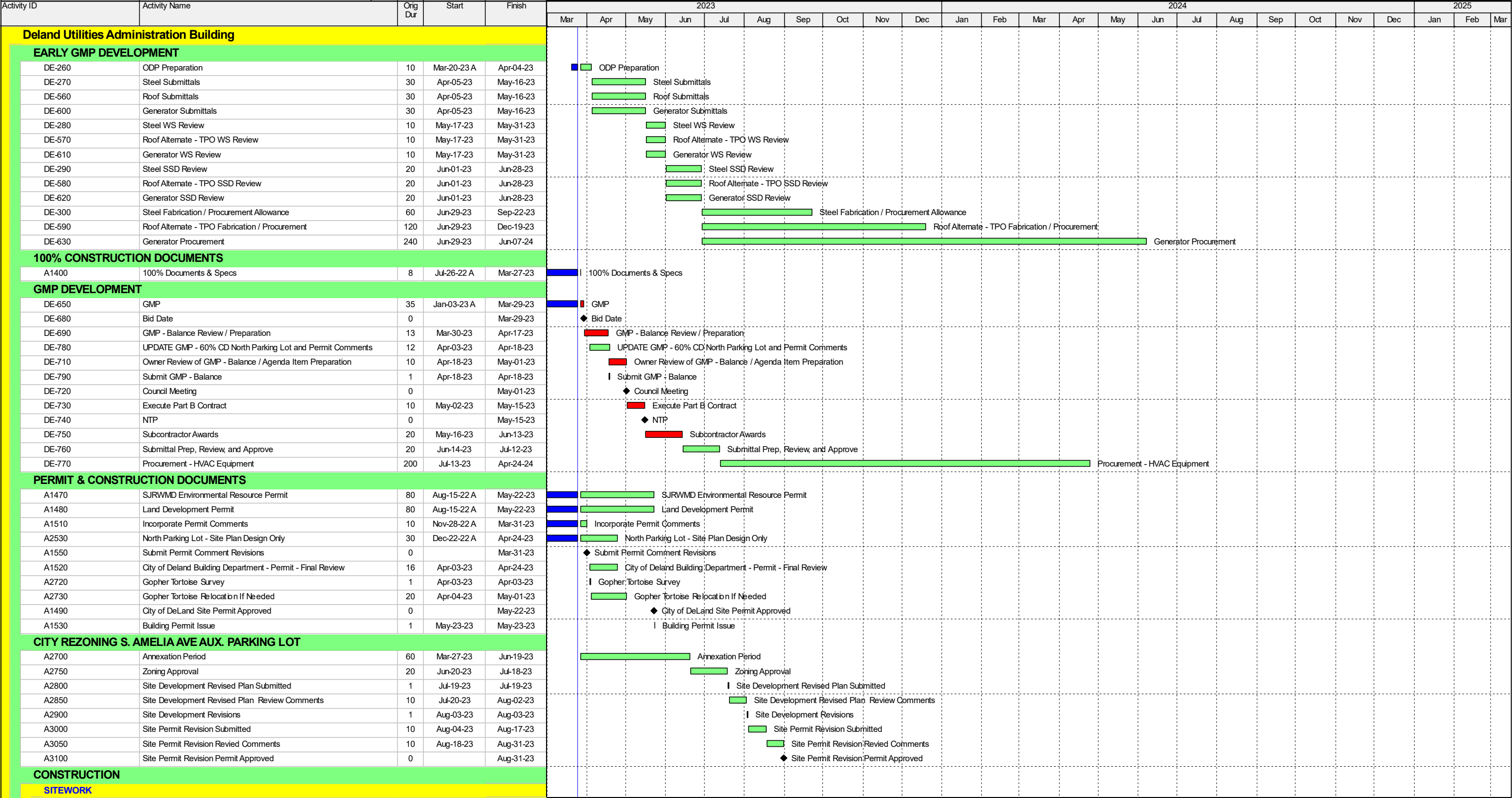
1. Removal of hazardous materials
2. NFPA 285 – This code does not apply to buildings less than 40' tall.
3. Window Testing at Aluminum-Framed Entrances & Storefronts
4. Markerboards (E7) & Tackboards (E8)
5. Punching Bag Floor Mounted (E14)
6. 98" TV Monitor (E23)
7. Walk-off Mats by Owner
8. Furniture
9. Visual Display boards
10. Site lighting at North Parking Lot

ATTACHMENT 5 – CPM Schedule



ATTACHMENT NO. 5
DELAND UTILITIES ADMINISTRATION BUILDING
PRELIMINARY CONSTRUCTION SCHEDULE

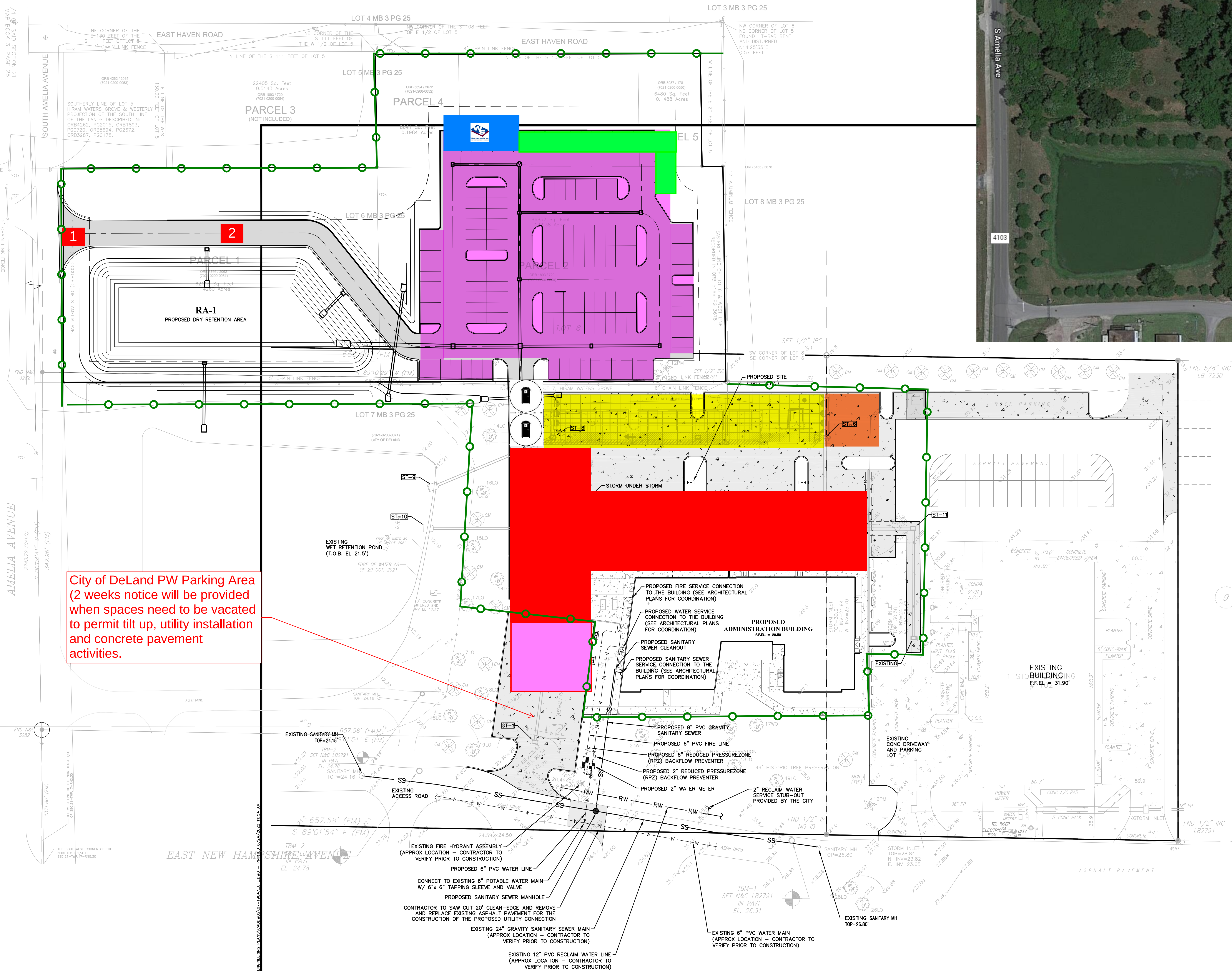
Project ID: 23-028-B/L 04.17.23RV
Data Date: Mar-25-23



Actual Work Critical Remaining Work
 Remaining Work Milestone

TASK filter: Activities Not Started or In Progress.
Layout: WS Executive Review Layout

ATTACHMENT 6 – Site Logistics Plan



- TEMPORARY CONSTRUCTION FENCING
- 1 CONSTRUCTION ENTRANCE
- 2 ACCESS ROAD
- PORT A LETS
- WS OFFICE COMPOUND - TRIPLE WIDE TRAILER
- OFFICE STAFF PARKING
- DUMPSTER AREA
- ON-SITE CONSTRUCTION PARKING
- LAYDOWN AREA
- CRANE ACCESS ROAD
- CRANE ACCESS ROAD FOR TILT UP OPERATIONS ONLY



Wharton-Smith, Inc
CONSTRUCTION GROUP

CITY OF DELAND UTILITY
ADMINISTRATION FACILITY
SITE LOGISTICS PLAN
ATTACHMENT NO. 6

VOLUSIA COUNTY, FLORIDA

CITY OF DELAND

PROJECT NO:
DESIGNED BY:
DRAFTED BY:
CHECKED BY:

Exhibit B – Plans & Specifications

The Plans and Specifications entitled DeLand Utilities Administration Building dated August 26, 2022 and the related sheets for the North Parking Lot dated March 23, 2023 are not attached hereto in paper format due to the large size of the documents. Copies of the Plans and Specifications are maintained by the CM/GC and the City.



Memorandum

DATE: May 1, 2023
TO: MAYOR AND COMMISSIONERS
FROM: JULIE A. HENNESSY, CITY CLERK
RE: Announcement of Board Vacancies

BROWNFIELD ADVISORY COMMITTEE

Each Brownfield Advisory Committee shall consist of five (5) members, each of whom shall be appointed by the City Commission to serve for the duration of the Committee, unless a different term shall be set by the City Commission. The City Commission may appoint or remove members of the Committee at any time. The members may or may not be City residents, but should have a relation to the area in which the Committee has jurisdiction such as a resident, business owner, property owner, and the City Commission should strive to appoint one or more members with training or expertise in the fields of environmental science and economic development. The City Manager or his designee shall serve as an *ex officio* member of the Committee who shall not have a vote, but may be elected to be a presiding officer and shall serve as a City Commission liaison to the Committee.

The Brownfield Advisory Committee shall:

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

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

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

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

CITIZENS ADVISORY TASK FORCE

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

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

INTENT:

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

DOWNTOWN COMMUNITY REDEVELOPMENT AGENCY (CRA)

The term for Seat 6 on the Downtown CRA has expired. The CRA shall consist of seven members, to include the five City Commissioners plus two additional persons who shall be appointed by the City Commission. The two additional members shall either be City residents or shall be engaged in business within the Downtown Redevelopment District, i.e., own a business, practice of profession, perform a service for compensation, or serve as an officer or director of a corporation or other business entity engaged in business within the Downtown Redevelopment District. Terms are for four (4) years.

INTENT: To direct the rehabilitation, conservation, and/or redevelopment of the Downtown Redevelopment Area as necessary for the public health, safety, morals or welfare of the residents of the City of DeLand.

ECONOMIC DEVELOPMENT COMMITTEE

Terms have expired for Seats 1, 3 and 5 on the EDC. The Committee shall consist of five members who shall be appointed for staggered terms for a period of three (3) years. No fewer than five of the members shall be City residents. The membership may include designees of the Chamber of Commerce, and representatives from industry, academia, aviation, business people whose businesses are located in the downtown redevelopment district and owners of property within the downtown redevelopment district whose property is the location of a current business.

DUTIES:

To make recommendations to the City Commission for the purpose of aiding and assisting them on matters relating to community development and economic growth including, but not limited to, downtown redevelopment and the DeLand Municipal Airport and Industrial Park.

FIREFIGHTERS' RETIREMENT COMMITTEE

The terms for Seats 2 – 5 have expired. Seat 1 is vacant. Committee shall consist of two (2) legal residents of the City of DeLand (Seats 1 & 2) to be appointed by the City Commission; two (2) fulltime firefighters to be elected by a majority of the firefighters participating in the Plan; and a fifth member to be nominated by the Committee and approved by the City Commission. Terms are for two (2) years. City residency not required for Seat 5. **Requires filing of Annual Financial Form (Form 1).**

PURPOSE: Responsible for the administration, interpretation and application of the Retirement Plan.

POLICE OFFICERS' RETIREMENT COMMITTEE

The terms for Seats 2-5 have expired. Seat 1 is vacant. City residency not required for Seats 3 – 5. Sec. 23-90 - Board shall consist of five (5) members, two (2) of whom shall be legal residents of the City of DeLand, and shall be appointed by the City Commission; two (2) shall be employees, and shall be elected by a majority of police officers; the fifth member shall be chosen by a majority of the other four (4) members, that name shall be given to the City Commission for appointment. **Requires filing of Annual Financial Form (Form 1).**

PURPOSE: Responsible for the administration, interpretation and application of the Retirement Plan.

PUBLIC MURAL ART COMMITTEE

The terms for Seats 2 and 4 will expire June 7, 2023. This Committee was established to review the installation of murals as public art in the City of DeLand in keeping with the vitality, historic ambiance and ethnic diversity of the City of DeLand. The Committee shall consist of five (5) members, all of whom shall have a background or other involvement in artwork. Terms are for four (4) years. Residency shall be appropriately considered and evaluated.

Terms are for four (4) years.

SPRING HILL COMMUNITY REDEVELOPMENT AGENCY

The term for the City's resident has expired. The governing body of the Spring Hill CRA consists of seven (7) representatives, of which two (2) are members of the Volusia County Council, three (3) are members of the DeLand City Commission, one (1) is a citizen of the unincorporated area of Spring Hill appointed by the County Council, and one (1) is a citizen of the incorporated area of Spring Hill appointed by the City Commission. Terms are for four (4) years.

The purpose of the CRA is to work jointly with the County Council in the completion of a redevelopment plan for the Spring Hill area in an effort to eliminate the blighted area of the Spring Hill community for the benefit of the residents therein and to offer the residents an improved quality of life.

Appointments are tentatively scheduled for the June 5, 2023 Regular Meeting of the City Commission. Applications are available in the City Clerk's office in City Hall Monday through Friday, 8:00 AM to 4:30 PM., or on the City's website.

cc: Rick Werbiskis, Community Dev. Director
Debbie Brizell, Office Admin.
Emily Ragusa, Board Coordinator
Ross Pellitier, Fire Board Coordinator
Nick Mathis, Police Board Coordinator
Mike Grebosz, Spring Hill CRA
Kieu Moses, Public Art Mural Committee
Chris Graham, Community Information Specialist