



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
JULY 5, 2023 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Angelo Parra, Central Florida Freethought Community

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Introduction of Two New Police Officers-Conor Newton, Christopher Renda.
2. Fire Department Badge Pinning Ceremony: Morgan Fambrough, Malik Alexander-Dunham, Julen Fernandez.
3. Resolution No. 2023-38, Honoring the Retirement of Firefighter John O'Connor.

CONSENT AGENDA

1. Resolution Approving FY 2022-2023 Budget Amendment.
Presentation of a budget amendment for FY 2022/2023.
2. Resolution Approving the Support of Implementation of State Road 472 Signalized Intersection.
Resolution Supporting a proposed State Road 472 Signalized Intersection.
3. Consideration re Utility Service Agreement for the Yardly DeLand Crossing.
Staff recommends that the City Commission approve the Utility Service Agreement for the Yardly DeLand Crossing project.
4. Consideration re Automatic Aid Interlocal Agreement between Orange City, Deltona and DeLand.
Staff recommends that the City Commission approve the Automatic Aid Interlocal Agreement.
5. Consideration re Renewal to Deltona, Orange City and DeLand Fire Department Technical Rescue Team Agreement.
Staff recommends that the City Commission approve the Renewal Agreement for the Technical Rescue Team.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

OLD BUSINESS

1. Second Reading of Ordinance No. 2023-14, Amending Section 33-57.05 of the Code of Ordinances - Tree Replacement Reserve Account.

Second Reading of Ordinance modifying how the funds for the Tree Replacement Reserve Account are accounted for and correcting a typographical error in the botanical name of the longleaf pine tree.

NEW BUSINESS

1. Consideration re Approval of Seven New Caterers for the Sanborn Center.

Consideration of approval of seven new caterers to Sanborn Center caterer list.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY COMMISSION

ADJOURNMENT

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

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

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

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

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

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

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

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

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



The CITY OF DELAND

Volusia County, Florida

RESOLUTION NO. 2023-38

A RESOLUTION OF APPRECIATION AND RECOGNITION BY THE CITY COMMISSION OF THE CITY OF DELAND, FLORIDA, TO FIREFIGHTER JOHN C. O'CONNOR UPON HIS RETIREMENT AFTER 20 YEARS OF SERVICE TO THE CITY OF DELAND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, John C. O'Connor has dedicated his career to the safety and protection of our community, and after over 20 years of serving well and faithfully as a member of the DeLand Fire Department has announced his retirement as of June 30th, 2023; and

WHEREAS, John C. O'Connor began working for the City of DeLand Fire Department as a Firefighter on November 22nd, 2002; and was promoted to the rank of Engineer on December 9th of 2006; and

WHEREAS, during his career John completed various courses to enhance his career skills and diligently worked to promote life safety in our community. John maintained state certification as a Certified Firefighter and Emergency Medical Technician in addition to certification as a Confined Space Rescue Technician, Rope Rescue Technician, Vehicle and Machinery Rescue Technician, Trench/Excavation Rescue Technician and as a CPR Instructor; and

WHEREAS, John was a valued shift member that assisted with mentoring and training junior firefighters assigned to his shift, ensuring they were prepared for all emergency and non-emergency responses within the City of DeLand and surrounding communities. John truly embodied what it meant to be the "Senior Man"; and

WHEREAS, John C. O'Connor has distinguished himself with his professional leadership skills and performance as a Firefighter, and he has justly earned the respect, admiration and high regard of his fellow peers, as well as that of the citizens of this community.

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

Section 1. That the City Commission of the City of DeLand does hereby honor Engineer O'Connor for his 20 plus years of service to the City and for the faithful, diligent and responsible manner in which he performed his duties.

Section 2. This resolution shall be spread upon the minutes of the City Commission of the City of DeLand as part of the permanent memento of the City's thanks and appreciation to Engineer John C. O'Connor.

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

PASSED AND DULY ADOPTED this 5th day of July, 2023.

Christopher Cloudman
Mayor - Commissioner

Attest:

Julie A. Hennessy, City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
July 5, 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, June 23, 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	\$76,667
Water & Sewer Fund	\$299,903
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 eliminating the Police Administrative Manager position and replacing it with two new Police Records Clerk positions. The budget amendment also includes the transfer of prior year tree replacement reserves from the General Fund to the Grants and Special Revenue Fund. Lastly, the budget amendment corrects the recording of the Lake Moore property purchase, moving it from the Capital Fund to the Grants and Special Revenue Fund.

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE BUDGET FOR THE GENERAL FUND, GRANTS AND SPECIAL REVENUE FUND, CAPITAL FUND, WATER AND SEWER FUND, WASTEWATER TRUST FUND AND STORMWATER 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		48,539,814	1,675,135	0	50,214,949
	Charges for Services				
001-0000-347-290	CONCESSIONS	17,545	10,000	0	27,545
	Other Sources Revenue				
001-0000-380-000	USE OF RESERVES	4,238,005	1,665,135	0	5,903,140
EXPENDITURES		48,539,814	1,726,207	51,072	50,214,949
	City Commission				
001-0100-549-100	OTHER OBLIGATIONS	40,507	0	12,000	28,507
	Administrative Services				
001-0106-531-100	PROFESSIONAL SERVICES	81,000	13,200	0	94,200
	Fire				
001-1222-540-100	TRAVEL & PER DIEM	12,500	3,000	0	15,500
001-1222-551-100	OFFICE SUPPLIES	500	1,700	0	2,200
001-1222-554-100	BOOKS & MEMBERSHIPS	4,350	0	1,700	2,650
001-1222-555-100	TRAINING	83,822	0	3,000	80,822
	Police				
001-1226-412-100	REGULAR SALARIES & WAGES	5,089,665	0	2,500	5,087,165
001-1226-421-100	FICA TAXES	518,933	0	250	518,683
001-1226-422-100	RETIREMENT CONTRIBUTIONS	1,547,233	1,408	0	1,548,641
001-1226-423-100	LIFE & HEALTH INSURANCE	720,055	2,300	0	722,355
	Recreation				
001-1402-552-160	OPERATING SUPPLIES-CONCESSION	5,000	10,000	0	15,000
	Conrad/Melching				
001-1412-552-100	OPERATING SUPPLIES	28,800	29,464	0	58,264
	Transfers				
001-9999-991-190	TRANSFER TO GRANTS & SPEC REV	3,437,663	1,665,135	0	5,102,798
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	4,006,901	0	29,464	3,977,437
	Contingency				
001-9990-999-100	CONTINGENCY	78,825	0	2,158	76,667

GRANTS AND SPECIAL REVENUE FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		11,843,261	1,665,135	143,980	13,364,416
	Other Sources Revenue				
190-0000-380-010	USE OF TREE RESERVES	143,980	0	143,980	0
190-9999-381-001	TRANSFER FROM GENERAL FUND	703,949	1,665,135	0	2,369,084
EXPENDITURES		11,843,261	1,521,155	0	13,364,416
	Parks				
190-1403-661-000-PR2311	LAKE MOORE	0	1,294,654	0	1,294,654
	Contingency				
190-9990-999-300	SAVINGS CONTINGENCY	54,989	226,501	0	281,490

CAPITAL FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		9,575,125	0	529,464	9,045,661
	Other Sources Revenue				
300-9999-381-001	TRANSFER FROM GENERAL FUND	4,006,901	0	29,464	3,977,437
300-0000-384-000	DEBT PROCEEDS	4,500,000	0	500,000	4,000,000
EXPENDITURES		9,575,125	0	529,464	9,045,661
	Parks				
300-1403-663-000-PR2106	LIGHTS AT SPERLING SOFTBALL FIELDS	28,000	0	16,714	11,286
300-1403-663-000-PR2311	LAKE MOORE	500,000	0	500,000	0
300-1403-664-000-PR2105	STADIUM SEATS - MELCHING FIELD	12,750	0	12,750	0

WATER & SEWER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		94,654,719	0	0	94,654,719
EXPENDITURES		94,654,719	4,000	4,000	94,654,719
	Water Distribution				
401-4204-555-100	TRAINING	7,500	4,000	0	11,500
401-4204-663-000-UT2244	NEW VALVE FOR 15A	21,150	0	4,000	17,150

WASTEWATER TRUST FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		5,066,853	0	0	5,066,853
EXPENDITURES		5,066,853	65,703	65,703	5,066,853
404-4240-663-000-WW2204	RECLAIM WATER EXPANSION PHASE #5 DESIGN	57,433	65,703	0	123,136
404-9990-999-200	RESERVE CONTINGENCY	568,372	0	65,703	502,669

STORMWATER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		3,653,105	0	0	3,653,105
EXPENDITURES		3,653,105	18,000	18,000	3,653,105
450-4500-663-000-SW2203	HUBBARD AVE & HIGH ST DRAINAGE	100,000	0	18,000	82,000
450-4500-663-000-SW2301	MISC CITY WIDE PIPE LINING REPLACEMENT	150,000	18,000	0	168,000

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, 2023-26, 2023-30, 2023-33 and 2023-36.

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

PASSED AND DULY ADOPTED this 5th day of July, 2023.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

FY 22-23 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
GENERAL FUND				
REVENUES		1,675,135	0	
001-0000-380-000	USE OF RESERVES	1,665,135		increase funding for transfer of Tree Replacement Reserves
001-0000-347-290	CONCESSIONS	10,000		increase funding for concession revenue
EXPENDITURES		1,726,207	51,072	
001-0100-549-100	OTHER OBLIGATIONS		12,000	decrease appropriation for Zencity Marketing Software
001-0106-531-100	PROFESSIONAL SERVICES	13,200		increase appropriation for Zencity Marketing Software (\$12,000) and Ernie Peterson (\$1,200)
001-1222-551-100	OFFICE SUPPLIES	1,700		increase appropriation for Office Supplies
001-1222-554-100	BOOKS & MEMBERSHIPS		1,700	decrease appropriation for Books and Memberships
001-1222-540-100	TRAVEL & PER DIEM	3,000		increase appropriation for Travel
001-1222-555-100	TRAINING		3,000	decrease appropriation for Training
001-1226-412-100	REGULAR SALARIES & WAGES		2,500	decrease appropriation for changing Police Admin Manager to two Records Clerks
001-1226-421-100	FICA TAXES		250	decrease appropriation for changing Police Admin Manager to two Records Clerks
001-1226-422-100	RETIREMENT CONTRIBUTIONS	1,408		increase appropriation for changing Police Admin Manager to two Records Clerks
001-1226-423-100	LIFE & HEALTH INSURANCE	2,300		increase appropriation for changing Police Admin Manager to two Records Clerks
001-1402-552-160	OPERATING SUPPLIES-CONCESSION	10,000		increase appropriation for concession supplies
001-1412-552-100	OPERATING SUPPLIES	29,464		increase appropriation for Operating Supplies
001-9999-991-190	TRANSFER TO GRANTS & SPEC REV	1,665,135		increase transfer for Tree Replacement Reserves
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND		29,464	decrease transfer for Lights at Sperling (\$16,714) and Stadium Seats at Melching (\$12,750)
001-9990-999-100	CONTINGENCY		2,158	decrease appropriation for changing Police Admin Manager to two Records Clerk (\$958) and Ernie Peterson (\$1,200)
GRANTS & SPECIAL REVENUE FUND				
REVENUES		1,665,135	143,980	
190-0000-380-010	USE OF TREE RESERVES		143,980	decrease funding for use of Tree Replacement Reserves
190-9999-381-001	TRANSFER FROM GENERAL FUND	1,665,135		increase transfer for Tree Replacement Reserves
EXPENDITURES		1,521,155	0	
190-1403-661-000-PR2311	LAKE MOORE	1,294,654		increase appropriation for Lake Moore purchase
190-9990-999-300	SAVINGS CONTINGENCY	226,501		increase appropriation for Tree Replacement Reserves
CAPITAL PROJECT FUND				
REVENUES		0	529,464	
300-0000-384-000	DEBT PROCEEDS		500,000	decrease transfer for Lake Moore purchase (\$500,000)
300-9999-381-001	TRANSFER FROM GENERAL FUND		29,464	decrease transfer for Lights at Sperling (\$16,714) and Stadium Seats at Melching (\$12,750)
EXPENDITURES		0	529,464	
300-1403-663-000-PR2106	LIGHTS AT SPERLING SOFTBALL FIELDS		16,714	decrease appropriation for Lights at Sperling Softball Fields
300-1403-663-000-PR2311	LAKE MOORE		500,000	decrease appropriation for Lake Moore purchase
300-1403-664-000-PR2105	STADIUM SEATS - MELCHING FIELD		12,750	decrease appropriation for Stadium Seats- Melching Field
WATER & SEWER FUND				
REVENUES		0	0	
EXPENDITURES		4,000	4,000	
401-4204-555-100	TRAINING	4,000		increase appropriation for CDL Training
401-4204-663-000-UT2244	NEW VALVE FOR 15A		4,000	decrease appropriation for CDL Training

FY 22-23 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
WASTEWATER TRUST FUND				
REVENUES		0	0	
EXPENDITURES		65,703	65,703	
404-4240-663-000-WW2204	RECLAIM WATER EXPANSION PHASE #5 DESIGN	65,703		increase appropriation for Reclaim Water Expansion Phase #5 Design
404-9990-999-200	RESERVE CONTINGENCY		65,703	decrease appropriation for Reclaim Water Expansion Phase #5 Design
STORMWATER FUND				
REVENUES		0	0	
EXPENDITURES		18,000	18,000	
450-4500-663-000-SW2203	HUBBARD AVE & HIGH ST DRAINAGE		18,000	decrease appropriation for Misc City Wide Pipe Lining Replacement
450-4500-663-000-SW2301	MISC CITY WIDE PIPE LINING REPLACEMENT	18,000		increase appropriation for Misc City Wide Pipe Lining Replacement

CITY OF DELAND
Request for Commission Action
July 5, 2023

SUBJECT: Resolution Approving the Support of Implementation of State Road 472 Signalized Intersection.

DEPARTMENT: Community Development

PREPARED BY: Rick Werbiskis, Community Dev. Director

ATTACHMENTS: Resolution, Exhibit A-Concept Plan, Exhibit B-DRI Intersection

APPROVED BY: Michael Pleus, City Manager, June 23, 2023

SUMMARY/HIGHLIGHT:

On October 3, 2022, the City Commission approved the DeLand Tech Park Planned Development (see Exhibit A) that provides for up to 1,500,000 square feet of industrial space and 240,000 square feet of commercial space. The applicant is working with the County to complete any remaining tasks towards approval of the TIA. Subsequently, the applicant will be working with FDOT seeking its approval of a signalized full-access intersection of Kirk Drive (the project's main access drive) with SR 472.

The owner of the DeLand Tech Park will be requesting a reduction in the signal spacing requirements to ensure that a signal can be installed at the proposed intersection of Kirk Drive and SR 472. Kirk Drive is the primary north-south roadway linking the interior of the industrial/distribution portion of the DeLand Tech Park project to both Cassadaga Road and SR 472. The owner's traffic consultant will be submitting technical analysis to FDOT to justify the reduction in FDOT's typical signal spacing requirements that would apply to SR 472 based on the state's classification of the road. The planned Beyond the I-4 Ultimate improvements to the Howland/472/I-4 interchange will shift the footprint of the interchange further to the west, which also impacts the need for a variance to FDOT's spacing requirements.

It should be noted that:

- The Master Plan for the approved 472 DRI (see Exhibit B) shows that the subject intersection, identified by the green box, was planned as a full access intersection.
- The proposed location of the intersection of Kirk Drive and S.R. 472 is the same location that was proposed in the mid-2000's for the intersection of the once planned I-4 Frontage Road and SR 472.
- Without signalized access at this long-planned intersection, the majority of the heavy vehicle traffic associated with the planned DeLand Tech Park project will be required to travel north to Cassadaga Road, then west to MLK, then south to the existing MLK/472 intersection before heading east to I-4. This configuration creates significant impacts to all roadway segments and intersections along the route that can be avoided with the construction and signalization of the long-planned, direct connection from Kirk Drive and SR 472 to I-4.
- Implementation of a signalized intersection for Kirk Drive with SR 472 will improve vehicular access to the site and enhance the marketability of the project.

The applicant is seeking the support of the County and the City of DeLand in its request to FDOT.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Creating the Connected Community & Regional High Value Job Creation.

SUSTAINABILITY:

Efficient Transportation

FISCAL IMPACT:

There is no fiscal impact to the City resulting from approval of this resolution. The proposed transportation improvement project will enhance the marketability of surrounding property resulting in increased tax base and job creation.

RECOMMENDATION:

It is recommended that the City Commission approve the resolution.

BACKGROUND/DISCUSSION:

On October 3, 2022, the City Commission approved the DeLand Tech Park Planned Development. Implementation of a signalized intersection for Kirk Drive (the project's main access drive) with SR 472 will improve vehicular access to the site and enhance the marketability of the project.

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, SUPPORTING THE IMPLEMENTATION OF A SIGNALIZED INTERSECTION LOCATED AT KIRK DRIVE AND STATE ROAD 472.

WHEREAS, the City of DeLand, through its comprehensive planning efforts, has preserved the land at the northwest intersection of Interstate 4 and State Road 472 for commercial, industrial and other job creating uses; and

WHEREAS, on October 3, 2022, the DeLand City Commission approved the 142-acre DeLand Tech Park Planned Development District on the property; and

WHEREAS, the subject property is in the construction design phase for development of up to 1,500,000 square feet of industrial space and 240,000 square feet of commercial space; and

WHEREAS, an additional 28 acres of land at the I-4 / State Road 472 intersection is owned but not yet developed by the Advent Hospital system; and

WHEREAS, the developer of the DeLand Tech Park is seeking permission from the Florida Department of Transportation (the “FDOT”) for the construction of a full, signalized intersection in the location generally depicted on the attached Exhibit A (the “Intersection”); and

WHEREAS, the Intersection does not meet the FDOT’s signal spacing requirements and, as such, the developer is seeking a variance to the FDOT’s signal spacing requirements; and

WHEREAS, the proposed location of the proposed intersection is the same location at which the County of Volusia had planned to intersect an I-4 frontage road with State Road 472 at which a full signalized intersection was envisioned; and

WHEREAS, without signalized access at this long-planned intersection, the majority of the heavy vehicle traffic associated with the DeLand Tech Park project will have to travel north to Cassadaga Road, then west to the Dr. Martin Luther King, Jr. Boulevard, then south to the existing intersection at State Road 472, and then east to I-4 – which traffic pattern will create significant impacts to all roadway segments and intersections along the route that can be avoided with the construction and signalization of the long-planned, direct connection at Kirk Drive and State Road 472; and

WHEREAS, the functionality of the both the DeLand Tech Park project, as well as the functionality of any health care facility developed by Advent Health, will be significantly impaired without the installation of a fully signalized intersection; and

WHEREAS, the City of DeLand, through this Resolution, seeks to convey to the FDOT the City of DeLand’s desire for the installation of a fully signalized intersection to ensure the functionality and developability of a high quality non-residential development; and

WHEREAS, the City of DeLand is ready and available to support the FDOT in any way that it can in the review, approval and implementation of a traffic signal as requested herein.

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

Section 1. The foregoing recitals are hereby incorporated herein by reference.

Section 2. For the foregoing reasons, the City of DeLand hereby expresses its utmost support for the approval by the FDOT of a fully signalized intersection at the proposed Kirk Drive and State Road 472.

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

PASSED AND DULY ADOPTED this 5th day of July, 2023.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

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SITE DATA

Project Size	143.24 AC
Welland Acreage	0
Future Land Use	Commerce (West Activity Center), West Central District (West Activity Center)
Existing Zoning	VC: I-1, VC: A-1, VC: A-1a, VC: I-1c, VC: R-4
Proposed Zoning	(PUD) Planned Unit Development

Adjacent Future Land Use			
North	South	East	West
Urban Low Intensity (County)/West Central District (City)	Crossing PUD (Orange City)	Urban Low Intensity/Urban Medium Intensity (County)	SWAC Commerce (County)

Adjacent Zoning			
North	South	East	West
VC-R-4 (Urban Single-family Residential)	VC-I-1 (Light Industrial)	VC-R-R (Rural Residential)/R-4(Urban Single-family Residential)	VC-SWC

Max Impervious Surface Ratio Permitted 60% (Commercial and Mixed-use), 70%(Industrial)

DEVELOPMENT PROGRAM

Parcel NO	Land Use	Gross Acres	Development Program
1	Industrial	90.45 AC	1,500,000sf
2	Commercial Power Center/Neighborhood Retail	38.54 AC	130,000 sf
3	Commercial Power Center/Neighborhood Retail Gas Station with Convenience Store	14.25 AC	110,000 sf
TOTAL		143.24 AC	1,740,000 sf

Permitted Uses: Permitted uses shall be those described in the West Central District and Commerce District regulations in the City of DeLand Comprehensive Plan and listed in the PD Agreement.

Filling

OPEN SPACE

LAND USE	ACREAGE PROVIDED
Commercial/Mixed Use	8.81 AC
Industrial	18.36 AC

*15% of the property shall be dedicated to the tree preservation

NON-RESIDENTIAL DEVELOPMENT STANDARDS

Retail/Restaurant

Max Lot Coverage	80%
Max Buiding Height	8'
Minimum Setbacks	
Front	20'
Side	10' (25' when abutting residential-zoned properties) (20' when abutting streets)
Rear	10' (25' when abutting residential-zoned properties)

Industrial

Max Lot Coverage	70%
Max Building Height	66'
Minimum Setbacks	
Front	36'
Side	10'
	(30' when abutting streets)
Rear	25'

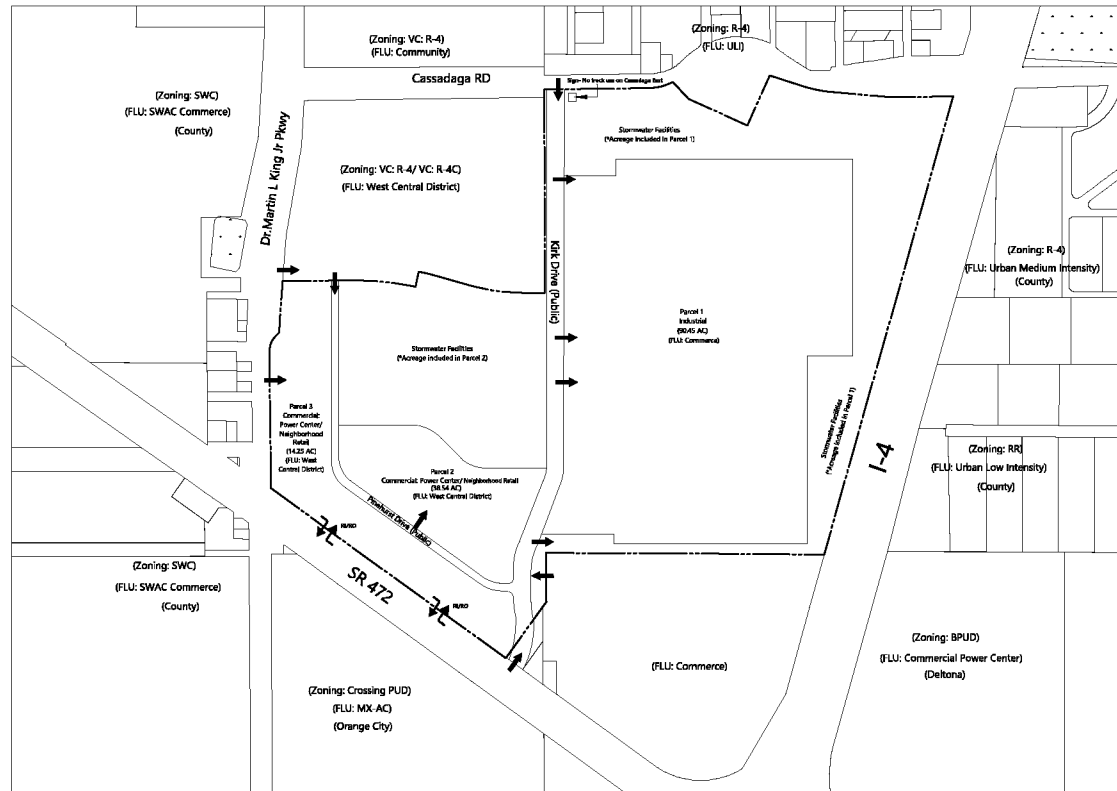
PATENTS

PARKING:	PARKING RATIO (SP/SPACE/F)	SPACE PROVIDED
Industrial	1 space/1,000 square feet of net floor area * for the first 20,000 square feet devoted to warehousing plus the required parking for square footage devoted to other uses 1 space/2,000 square feet for the second 20,000 square feet 1 space/4,000 square feet for floor area in excess of 40,000 square feet	345
Commercial	3 spaces/300 square feet of net floor area* and 1 space/every additional 250 square feet	485

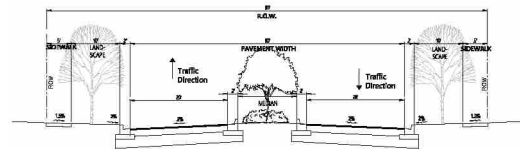
* Computations per section 33-91.01(c)3.

DEVELOPMENT NOTES

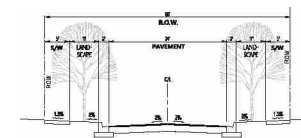
1. All asseggages are subject to change with final engineering and final plan review and approval.
2. Per City of DeLand LDC Sec 33-57, historic trees and trees utilized to meet the minimum tree protection requirement or trees located near a designated tree protection area, as defined in article IV of chapter 33, may not be removed without application and approval of a permit by the city. Destruction of 15 percent of the property for tree preservation is required.
3. Per City of DeLand LDC Sec 33-92, landscaped buffers are required along street frontages where are proposed per article VIII of chapter 33.
4. Per City of DeLand LDC Sec 33-91, additional buffer and sign requirements apply to ~~new~~ developments within ~~the~~ along special overlay districts per article IV of chapter 33.
5. Per City of DeLand LDC Sec 33-91, parking on grass and sidewalks is prohibited. Vehicle use areas shall be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer. Paved areas shall be included in the site's impervious surface calculation.
6. Unless otherwise prohibited in the lot of premy, conditional or special exception use for each zoning district, outdoor display of equipment, supplies, merchandise, or personal property is permitted in compliance with section 33-27.04.



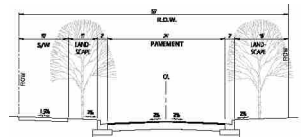
9. Site and building aesthetics shall comply with the Community Design Standards in City of DuPage LDC Sec 33-81
10. Stormwater management areas shall be provided per each phase of development.
9. Low Impact Development (LID) techniques shall be implemented to LID options are the following:
- a. Rain Garden: Vegetated depressions (also referred to as bioretention cells) that collect runoff and facilitate its infiltration into the ground. Sizes of rain gardens, or bioretention cells, may vary based on the development area they are intended to serve.
 - b. Filter Strip: Bands of dense vegetation planted immediately downslope of a runoff source designed to filter runoff before it reaches a receiving water body.
 - c. Swales: Shallow channel lined with vegetation or grass and used to convey and store runoff.
 - d. Green Roofs: Impermeable roof membranes overlaid with a lightweight planting mat with a high infiltration rate and vegetated with plants tolerant to heat, drought, and periodic inundation used to reduce the volumes of runoff discharged to a receiving water body.
 - e. Dry well: Also referred to as a French Drain, a dry well is a gravel or stone filled pit that is located to catch water from roof downspouts or parking areas.
 - f. Subsurface Perforated Franchise: Franchises fitted with porous media, such as sand or aggregate that collect runoff and infiltrate it into the ground.
 - g. Flowable Filter: Manufactured paving material, , or asphalt that allow for infiltration into porous media placed underneath.
 - h. Infiltration Basin: Small, vegetative basins or dry ponds designed to receive runoff and infiltrate it into the ground. Rain Barrels or Cisterns: Containers that store runoff delivered through building downspouts. Rain barrels are generally smaller sized and are located above ground. Cisterns are generally larger than rain barrels and often buried. These elements may be connected to the building's plumbing or irrigation systems, or otherwise used to reuse water that is collected.
10. No trucks permitted except on Cassadaga Road.



Neighborhood Connector Typical Road Section - R.O.W. 90'



Local Street Typical Road Section - R.O.W. 60'
N.T.S.



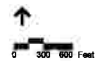
Local Street Typical Road Section - R.O.W. 60' after Pinehurst Dr



225 E. Robinson Street
Suite 300
Orlando, FL 32801
407.839.4006
Certificate of Authorization
Number FL #3932

LEGEND

- 
- PROJECT BOUNDARY
 - PARCEL LIMITS
 - WETLAND
 - PROPOSED ACCESS POINT
 - RI/RO ACCESS



DeLand Tech Park PD

City of DeLand, Florida

[illegible]

March 21, 2022

Vertical Datum NAVD 1988

LAND USE PLAN

DATE: Jun, 20, 2022 Project Number: 64054.00

CITY OF DELAND
Request for Commission Action
July 5, 2023

SUBJECT: Consideration re Utility Service Agreement for the Yardly DeLand Crossing.

DEPARTMENT: Utilities

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

ATTACHMENTS: Utility Service Agreement

APPROVED BY: Michael Pleus, City Manager, June 23, 2023

SUMMARY/HIGHLIGHT:

The Yardley DeLand Crossing residential apartment subdivision will be located approximately at the southeast corner of Cassadaga Road and Martin Luther King Avenue in DeLand. The proposed residential subdivision will provide twelve residential lots when completed. The attached Utility Service Agreement contains the usual terms and conditions required by the city for utility service. No reimbursement for oversizing of offsite utilities is provided.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Infrastructure

FISCAL IMPACT:

At buildout, the city will receive water and sewer impact fees and ongoing utility revenue from the residential apartment subdivision once constructed.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached Utility Service Agreement for the Yardly DeLand Crossing project.

BACKGROUND/DISCUSSION:

N/A

**UTILITY SERVICE AGREEMENT
FOR
YARDLY DELAND CROSSING**

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

Section 1. City to furnish service. Upon the terms and conditions in this Agreement, and in accordance with the City's rules and regulations, the City shall provide and shall have the exclusive right to furnish potable water, domestic sewer and reuse irrigation services to the real property located on the south east corner at the intersection of Dr. Martin L King Jr Blvd and Cassadaga Rd, FL and described as:

TAX PARCEL NUMBERS
810600000124

6-18-31 GOVT LOT 4 LYING S OF CASSADAGA RD & INC N 1/4 OF GO VT LOT 5 &
INC VAC CR4139 PER RES #95-199 EXC R/W FOR DR MAR TIN LUTHER KING JR
BLTWY PER OR 6094 PG 3230

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

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

- One potable water 12" x 8" wet tap with a 12" stainless steel tapping sleeve, 8" gate valve, and approximately 10 LF +/- of 8" PVC/HDPE piping.
- One potable connection to existing 12" stub out with a 12" x 8" reducer and approximately 15 LF +/- of 8" PVC/HDPE piping up to Volusia County water meter. City will own 8" water main from meter to 8" gate valve outside of south gated entrance.
- Lift Station, generator, force main, sanitary sewer manholes #1, #2 and #3 with an 8" gravity sewer stub out to the north to the south entrance gated entrance and south 8" gravity sewer stub out to property line will be dedicated to the city.
- One reclaim water 16" x 8" wet tap with a 16" stainless steel tapping sleeve, 8" gate valve, and approximately 30 LF +/- of 8" PVC/HDPE piping up to Volusia County reclaim meter.

- Any other installations required in accordance with the plans and specifications for the subject development or which are otherwise required in accordance with sound utility engineering practices.

All onsite piping beyond the three gated entrances for potable water, valves, hydrants, manholes, sewer gravity lines, and all reclaimed water mains and services beyond the subdivision master meter connection will be installed by the developer and will remain privately owned, operated and maintained in perpetuity by the property owner, unless stated differently above. All connections to City or Volusia County facilities shall be made at Developer's expense.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 17. Covenant to support annexation. This Section Not Used

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

TM BTR OF FLORIDA, LLC

CITY OF DELAND

Nick Gluckman
Name: Nick Gluckman
Title: VP

Christopher M. Cloudman
Christopher M. Cloudman
Mayor

ATTEST:

N/A
Name:
Secretary

Julia Aragona
Witness

Julia Aragona
Witness

ATTEST:

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

Witness
Witness

Witness
Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

Notary Public - State of Florida

Name: _____
My Commission expires: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of June, 2023 by Nick Gluckman the V.P. of TM BTR OF FLORIDA, LLC who is ☒ personally known to me or ☐ who has produced, _____ as identification.



JULIA A. ARAGONA
Commission # HH 081892
Expires February 10, 2025
Bonded Thru Budget Notary Services

Julia A. Aragona
Notary Public - State of Florida

Name: Julia A. Aragona
My Commission expires: Feb. 10, 2025

Contact Information:

DEVELOPER:
TM BTR OF FLORIDA, LLC
2600 LAKE LUCIEN DRIVE, SUITE 350
MAITLAND, FLORIDA 32751
NICK GLUCKMAN
EMAIL: NGLUCKMAN@TAYLORMORRISON.COM
PHONE: (813) 230-1762

SURVEYOR:
ALLEN & COMPANY, INC.
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
PHONE: (407) 654-5355

ENGINEER:
LEVELUP CONSULTING, LLC
505 E. JACKSON STREET, SUITE 200
TAMPA, FLORIDA 33602
BRANDON MACHIELA
EMAIL: BRANDONM@LEVELUPFLORIDA.COM
PHONE: (813) 375-0616

OWNER:
STONEKIRK VENTURES LLC
WILLIAM LJR KIRK
PO Box 1873
ORLANDO, FLORIDA 32802

Utility Contact

CITY OF DELAND
Request for Commission Action
July 5, 2023

SUBJECT: Consideration re Automatic Aid Interlocal Agreement between Orange City, Deltona and DeLand.

DEPARTMENT: Fire

PREPARED BY: Todd Allen, Fire Chief

ATTACHMENTS: DFD Mutual Aid Agreement 2023, Exhibit A

APPROVED BY: Michael Pleus, City Manager, June 23, 2023

SUMMARY/HIGHLIGHT:

The purpose of this agreement is to provide fire, rescue, emergency medical aid and emergency management assistance to the jurisdictions listed in the agreement. Each of the Parties listed in the agreement may respond to incidents outside of a particular Party's jurisdiction in one or more defined geographic areas that are defined by the Fire Chiefs for each of the Parties.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Community

SUSTAINABILITY:

Safety and Security

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the City Commission approve the attached Automatic Aid Interlocal Agreement.

BACKGROUND/DISCUSSION:

N/A

**CITY OF DELAND/ CITY OF DELTONA/CITY OF ORANGE CITY
AUTOMATIC AID INTERLOCAL AGREEMENT**

This Interlocal Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the City of DeLand, a Florida municipal corporation with a business address of 120 South Florida Avenue, DeLand, Florida 32720, the City of Deltona, a Florida municipal corporation, with a business address of 2345 Providence Boulevard, Deltona, Florida 32725, and the City of Orange City, a Florida municipal corporation, with a business address of 205 East Graves Avenue, Orange City, Florida 32763 (referred to herein collectively as the "Parties" and each of them individually as a "Party").

WHEREAS, it is beneficial to the public for local governments to work together in a spirit of harmony and cooperation; and

WHEREAS, the Parties have the lawful right and power to enter into this Agreement; and

WHEREAS, the Parties desire to protect the health, safety and welfare of the citizens of their respective jurisdictions; and

WHEREAS, each of the Parties presently maintain and operate their own separate fire departments with firefighting and emergency medical equipment and personnel; and

WHEREAS, the Parties recognize and agree that it is desirable to enter into this Agreement for the mutual benefit of the general public, and that this Agreement is authorized by and entered into pursuant to Chapter 163, Florida Statutes.

NOW THEREFORE, it is agreed by and between the Parties that each of the Parties shall assist the other pursuant to the following stipulations, provisions and conditions, to wit:

SECTION 1. RECITALS The foregoing recitals are true and correct and form a

material part of this Agreement upon which the Parties have relied.

SECTION 2. PURPOSE AND INTENT OF AGREEMENT. The purpose of this Agreement is to provide for reciprocal fire, rescue, emergency medical aid and emergency management assistance on an automatic aid response basis utilizing the appropriate types of equipment and personnel (hereinafter referred to as "Units") nearest to the incident.

SECTION 3. RESPONSE TO CALLS WITHIN THE AUTOMATIC AID RESPONSE AREAS. In lieu of specific requests for assistance, each of the Parties' fire departments may respond to incidents outside of a particular Party's jurisdiction in one or more defined geographic areas, which area or areas shall be established or modified by the Fire Chiefs for each of the Parties (hereinafter referred to as an "Autoaid Area").

SECTION 4. OFFICER-IN-CHARGE. If the first due Unit is responding to an incident pursuant to this Agreement, which incident is outside the said first due Unit's normal area of responsibility within its respective jurisdiction, then the officer-in-charge of the first due Unit shall take command of the incident until relieved by a superior officer or by personnel from the Party in whose jurisdiction the incident is located.

SECTION 5. DUTIES AND LEVEL OF SERVICE. The following conditions shall apply to the provision of services by personnel from each of the Parties pursuant to this Agreement:

- a. No employee, officer or other personnel or representative from any Party shall perform any function or service which is not within the normal scope of duties and

responsibilities for that particular employee, officer, personnel or representative.

b. The rendering of services by, the standards of performance from, and the discipline of, officers and personnel from each of the Parties, and all other matters incident to the performance of services and control of personnel pursuant to this Agreement, shall remain the sole right and responsibility of the Party employing said officers and employees.

c. Disputes or disagreements as to the level of services and standards of performance required of any Party shall be reported to the Fire Chief of that Party.

d. The decision of the Fire Chief of each of the Parties, or his or her duly authorized representative, shall be final and conclusive as to the level of services or standards of performance required of that Party's officers, employees and other personnel.

SECTION 6. EMPLOYEE STATUS. Personnel employed by any particular Party who perform services outside of their respective jurisdictions pursuant to this Agreement, shall have no claim against either of the other Parties for any pension benefits, workers' compensation benefits, civil service benefits, or any other privilege or benefits provided by law or otherwise.

SECTION 7. LIABILITIES AND RESPONSIBILITY OF PARTIES. The following conditions shall apply to the provision of services pursuant to this Agreement:

a. Nothing in this Agreement shall be deemed to cause any Party to assume any liability for the acts or omissions of the officers, employees or any other personnel of any other Party.

b. Nothing in this Agreement shall be deemed to be a waiver of, or to otherwise affect any of the privileges or immunities from liability, exemptions from laws, ordinances or

rules, or any of the pension, disability, workers' compensation or other benefits which each of the Parties and their respective officers, employees and other personnel enjoy by operation of law, contract or otherwise.

c. Except as herein otherwise provided, all liability for injury or death to personnel, and for loss of or damage to equipment, shall be borne by the Party employing such personnel or owning such equipment, and all Parties shall carry sufficient insurance, or shall otherwise be sufficiently self-insured to cover all such liabilities and damages for themselves.

d. The cost of personnel, the cost of fuel and other expendable supplies, and any other cost incurred by any Party in providing services pursuant to this Agreement, shall be borne by the Party incurring such cost, and no Party shall be entitled to reimbursement from any other Party for any such cost.

SECTION 8. CONFLICT RESOLUTION. In the unlikely event that a dispute arises regarding this Agreement, the Fire Chiefs for each of the Parties, shall first attempt to resolve the said dispute. In the event that the Fire Chiefs are unable to resolve the dispute, then the matter shall be forwarded to the City Managers for each of the respective Parties, who shall then attempt to resolve the dispute. If the City Managers are unable to resolve the dispute, then all of the Parties shall enter into formal mediation. In the event that formal mediation cannot finally resolve the dispute, the Parties are then free to avail themselves of any remedy available at law or equity under the laws of the State of Florida.

SECTION 9 TERM OF CONTRACT AND TERMINATION. This Agreement shall commence on the date executed by the last of the Parties hereto and shall continue for five (5) years thereafter. This Agreement shall automatically renew for additional five (5) year periods until terminated by one of the parties. Any Party may terminate this Agreement prior to its stated expiration date by giving both of the other Parties at least one (1) year's advance written notice.

SECTION 10. NOTICES. All notices required by this Agreement, or any notice sent pursuant to this Agreement, shall be sent by certified first class mail to the Fire Chief for the respective Party, except that a notice of cancellation pursuant to Section 9 shall also be delivered by certified mail, return receipt requested, to the City Manager of each of the Parties.

SECTION 11. EQUIPMENT EXCHANGE. The Parties agree to make available to each other vehicles, equipment, machinery, and related items in the manner and on the terms and conditions provided in this agreement and in the Equipment Exchange Form - Exhibit A to this Agreement.

*** The remainder of this page intentionally left blank ****

*** Signature pages on three separate following pages ***

Approved by the City of DeLand this ____ day of _____, 2023.

CITY OF DELAND

BY: _____
Christopher M. Cloudman
Mayor – Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

Approved by the City of Deltona this ____ day of _____, 2023.

Santiago Avila, Jr. Mayor

ATTEST:

James Chisholm, City Manager

APPROVED AS TO FORM AND LEGALITY:

Marsha Segal-George
City Attorney

Approved by the City of Orange City this ____ day of _____, 2023.

Gary Blair, Mayor

ATTEST:

Kaley Burleson, City Clerk

APPROVED AS TO FORM AND LEGALITY:

William Reischmann,
City Attorney

EXHIBIT A

TO THE: CITY OF DELAND/ CITY OF DELTONA/CITY OF ORANGE CITY - AUTOMATIC AID INTERLOCAL AGREEMENT

~~EQUIPMENT~~ ~~EQUIPMENT~~ EXCHANGE

Year: _____

Make: _____

Model: _____

Property No: _____

VIN: _____

License/Tag No. _____

Mileage at time of transfer: _____

Engine Hours at time of transfer: _____

TERMS:

Equipment Sharing Periods. —Equipment shall be provided upon reasonable request at mutually convenient times and locations, for a duration mutually agreed upon by Provider and Borrower (the “Share Period”). Provider retains the right to refuse to honor any request to borrow Equipment for any reason. Equipment shall be returned immediately at Provider’s request.

Storage During Share Period. — During a Share Period, Borrower shall be responsible for storing the borrowed Equipment in a reasonably safe and secure area.

Operator Qualifications. —The Parties agree to permit Equipment to be used only by properly trained, properly licensed and supervised operators. All drivers shall be licensed and shall have a satisfactory driving record. All equipment operators shall be properly trained and qualified to operate the Equipment shared under this Agreement. Borrower shall make available to Provider upon request proof of training, licensing, and qualifications of operator prior to release of Equipment.

Usage Requirements. —Equipment shared under this agreement shall be used by Borrower’s employees to conduct official business. Borrowers shall use and operate Equipment only for its intended purpose, in a careful manner and in compliance with all requirements for operation and of any governmental authority having jurisdiction, if applicable. Borrower shall not sublease or allow anyone other than Borrower’s employees to use Equipment shared under this Agreement.

Delivery/Pickup. —Borrower shall be responsible for picking up and returning any Equipment shared under this Agreement, unless Provider and Borrower mutually agree to other arrangements. Equipment may be picked up and returned as agreed upon by the parties.

Condition of Equipment. _____ Provider shall ensure that any Equipment being shared is serviced consistent with recognized industry standards prior to Borrower's pick-up.

Maintenance. Provider shall continue to maintain the EQUIPMENT. As such, Borrower will deliver the EQUIPMENT to the Provider for regular maintenance as determined in the sole discretion of the Provider. Accordingly, Provider shall provide the Borrower with an equipment maintenance schedule and identify the date(s), time, and location of the maintenance.

INSURANCE AND INDEMNIFICATION.

- a. During the term of this agreement, each party will keep in force, at its own expense, liability insurance. Nothing in this Agreement shall be deemed to cause any Party to assume any liability for the acts or omissions of the officers, employees or any other personnel of any other Party.
- b. Nothing in this Agreement shall be deemed to be a waiver of, or to otherwise affect any of the privileges or immunities from liability, exemptions from laws, ordinances or rules, or any of the pension, disability, workers' compensation or other benefits which each of the Parties and their respective officers, employees and other personnel enjoy by operation of law, contract or otherwise.
- c. Except as herein otherwise provided, all liability for injury or death to personnel, and for loss of or damage to equipment, shall be borne by the Party employing such personnel or operating such equipment, and all Parties shall carry sufficient insurance, or shall otherwise be sufficiently self-insured to cover all such liabilities and damages for themselves.
- d. The cost of personnel, the cost of fuel and other expendable supplies, and any other cost incurred by any Party in providing services pursuant to this Agreement, shall be borne by the Party incurring such cost, and no Party shall be entitled to reimbursement from any other Party for any such cost.
- e. -Each Party shall be solely responsible for its own acts and those of its employees and officers under this Agreement. No Party shall be responsible or liable for consequential damages to another Party arising out of providing or using equipment, services or labor under this Agreement.

BORROWER

PROVIDER

DATE

DATE

CITY OF DELAND
Request for Commission Action
July 5, 2023

SUBJECT: Consideration re Renewal to Deltona, Orange City and DeLand Fire Department Technical Rescue Team Agreement.

DEPARTMENT: Fire

PREPARED BY: Todd Allen, Fire Chief

ATTACHMENTS: Renewal Technical Rescue Agreement

APPROVED BY: Michael Pleus, City Manager, June 23, 2023

SUMMARY/HIGHLIGHT:

This is a five-year renewal of an agreement between Orange City Fire Department, Deltona Fire Department and DeLand Fire Department for the Technical Rescue Team that consists of members from each of the departments listed.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Community

SUSTAINABILITY:

Safety and Security

FISCAL IMPACT:

na

RECOMMENDATION:

Staff recommends that the City Commission approve the attached Renewal Agreement for the Technical Rescue Team.

BACKGROUND/DISCUSSION:

This is a renewal of the current agreement between Deltona, Orange City and DeLand for the Technical Rescue Team.

**RENEWAL TO DELTONA FIRE DEPARTMENT, ORANGE CITY FIRE RESCUE, AND
DELAND FIRE DEPARTMENT TECHNICAL RESCUE TEAM AGREEMENT**

THIS RENEWAL is entered into by and between the Cities of Deltona, Orange City, and Deland (hereinafter referred to collectively as the "Agencies" or the "Parties" and individually as "Deltona FD", "Orange City FD", and/or "Deland FD").

WHEREAS, the Agencies entered into a Technical Rescue Team Agreement (the "Agreement") on October 28, 2019; and

~~WHEREAS, SECTION~~ WHEREAS, SECTION 701: Term of the Agreement provides for an initial term ending September 30, 2023 and for a five (5) year renewal option, ~~provid~~es that the Parties mutually agree in writing to such renewal;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the ~~p~~Parties hereto agree to be legally bound to this Renewal to the Technical Rescue Team Agreement as follows:

1. The Parties hereby mutually agree to a five (5) year renewal to the Technical Rescue ~~t~~Team Agreement, beginning October 1, 2023.
2. All other terms and conditions of the Agreement remain the same.

IN WITNESS WHEREOF, the ~~p~~Parties hereto by and through their undersigned ~~A~~authorized officers have caused this Renewal Agreement to be executed on this ____ day of ____, 2023.

____ Deltona Fire Department

____ City of Deltona

By: By: _____
____ Bill Snyder, Fire Chief

By: _____
____ James Chisholm, City Manager

~~IN WITNESS WHEREOF, the parties hereto by and through their undersigned Authorized officers have caused this Renewal Agreement to be executed on this ____ day of ____, 2023.~~

____ Orange City Fire Department

City of Orange City

By: By: _____
____ Ronnie Long, Fire Chief

By: _____
____ Dale Arrington,
City Manager

~~IN WITNESS WHEREOF~~, the parties hereto by and through their undersigned Authorized officers have caused this Renewal Agreement to be executed on this _____ day of _____, 2023.

_____**Deland Fire Department**

_____**City of Deland**

By: By: _____
Todd Allen, _____, Fire Chief

By: _____
Michael Pleus _____,
City Manager

CITY OF DELAND
Request for Commission Action
July 5, 2023

SUBJECT: Second Reading of Ordinance No. 2023-14, Amending Section 33-57.05 of the Code of Ordinances - Tree Replacement Reserve Account.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: ORD-2023-14

APPROVED BY: Michael Pleus, City Manager, June 23, 2023

SUMMARY/HIGHLIGHT:

An Ordinance is proposed to the City Commission to amend Section 33-57.05 of the *Code of Ordinances* relating to the funding of the Tree Replacement Reserve Account by placing the said account within the City's Grants and Special Revenue Fund rather than the City's General Fund. In addition, a typographical error in that same section relating to the botanical (scientific) name of the longleaf pine tree.

The first reading was approved by the City Commission at the June 19, 2023 meeting.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There is no fiscal impact from this ordinance.

RECOMMENDATION:

Staff recommends the City Commission approve the second reading of the attached Ordinance amending the Tree Replacement Reserve Account and correcting the botanical name of the longleaf pine as presented.

BACKGROUND/DISCUSSION:

When property is being developed, or redeveloped, and there is not sufficient space on the property to plant all required replacement trees, the City Code requires the applicant to place a designated amount of money into the City's Tree Replacement Reserve Account. The ordinance as currently written requires this account to be placed within the City's General Fund. However, City staff believe it is much more appropriate to place this account within the City's Grants and Special Revenue Fund. This change will not affect how much money is collected or how the money is actually used, but is purely an accounting issue.

Section 57.05(c) related to the protection of specimen trees has a typographical error in that the wrong botanical name (also called the scientific name) is listed for the longleaf pine. The ordinance currently lists it as

Liquidambar styraciflua (the botanical name for the sweet gum which is the next tree listed in the ordinance) but the name is *Pinus palustris*. This ordinance will correct that error.

ORDINANCE NO. 2023 – 14

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING CHAPTER 33 “LAND DEVELOPMENT REGULATIONS” OF THE CODE OF ORDINANCES FOR THE CITY OF DELAND; BY AMENDING SECTION 33-57.05 “PROTECTED TREES REMOVAL AND REPLACEMENT”; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City’s Land Development Regulations contain a provision for developers to provide monetary contributions to the “Tree Replacement Reserve Account” when space is not available for planting replacement trees; and

WHEREAS, Section 33-57.05, as written, requires the “Tree Replacement Reserve Account” to be designated within the general operating fund of the City; and

WHEREAS, City staff has determined that it is appropriate to place the “Tree Replacement Reserve Account” within the City’s Grants and Special Revenue Fund; and

WHEREAS, it is necessary to amend Section 33-57.05 of the Code of Ordinances of the City of DeLand, in order to provide that the “Tree Replacement Reserve Account” shall be held within the City’s Grants and Special Revenue Fund; and

WHEREAS, Section 33-57.05(c) of the Code of Ordinances of the City of DeLand has a typographical error in that the botanical name for the longleaf pine is incorrect and this Ordinance also serves to correct that error; and

WHEREAS, for purposes of this Ordinance, underlined type shall constitute additions to the original text, *** shall constitute ellipses to the original text, strikethrough shall constitute deletions to the original text.

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

Section 1. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-57.05 “*Protected trees removal and replacement*” subsection (b) “*Replacement of removed trees*” by inserting the new underlined language and by deleting the ~~strikethrough~~ language:

33-57.05. *Protected trees removal and replacement.*

(b) *Replacement of removed trees.*

5. When space is not available for planting replacement trees (either canopy or understory) on-site, a developer may, after demonstrating to the satisfaction of the city that it is not practical for the replacement trees to be planted on the development site, elect to make a monetary contribution to the "Tree Replacement Reserve Account" to be established by the city within the ~~general operating fund~~ Grants and Special Revenue Fund. The contribution shall equal or exceed the amount required to purchase, plant and maintain for one year a sufficient number of replacement trees to meet the developer's minimum tree coverage and specimen tree requirements set forth in sections 33-57.05 and 33-57.07 respectively of this article. The city commission shall establish the required contribution amount by resolution on an annual basis. All contributions to the Tree Replacement Reserve Account shall be to purchase and maintain trees on city property or along public rights-of-way as the city commission may determine, to protect, preserve and enhance tree cover in DeLand, Florida to purchase lands for preservation as green belt areas or passive recreational uses; to purchase nursery stock and supplies or to fund the Landscape Assistance Program. The Landscape Assistance Program is a local grant program to fund requests from existing development for assistance in landscaping.

Section 2. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-57.05 "*Protected trees removal and replacement*" subsection (c) "*Specimen tree protection*" by inserting the new underlined language and by deleting the ~~striketrough~~ language for the purpose of correcting the botanical name of the longleaf pine:

33-57.05. *Protected trees removal and replacement.*

(c) *Specimen tree protection.*

1. *Specimen tree.* The following species of trees with the minimum specified DBH are determined to be specimen trees in the City of DeLand, Florida:

Common Name	Botanical Name	Minimum DBH
Bald cypress	<i>Taxodium distichum</i>	12 inches
Bay, loblolly	<i>Gordonia lasianthus</i>	12 inches
Bay, red	<i>Persea borbonia</i>	12 inches
Bay, swamp	<i>Persea borbonia</i>	12 inches
Bay, sweet	<i>Magnolia virginiana</i>	12 inches
Cedar, eastern red	<i>Juniperus virginiana</i>	12 inches
Cedar, southern red	<i>Juniperus silicicola</i>	12 inches
Elm	<i>Ulmus spp.</i>	18 inches
Hickory	<i>Carya spp.</i>	18 inches
Magnolia	<i>Magnolia grandiflora</i>	12 inches

Maple	<i>Acer spp.</i>	18 inches
Oak, live	<i>Quercus virginiana</i>	10 inches
Oak, sand live	<i>Quercus virginiana var. geminata</i>	10 inches
Oak, turkey	<i>Quercus laevis</i>	12 inches
Pine, Longleaf	<i>Liquidambar styraciflua</i> <i>Pinus palustris</i>	18 inches
Sweet gum	<i>Liquidambar styraciflua</i>	18 inches
Sycamore	<i>Platanus occidentalis</i>	18 inches

Section 3. Conflicts. All Ordinances or parts of Ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed.

Section 4. Severability. If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

Section 5. Codification; Directions to Code Codifier; Correction of Scrivener's Errors.

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

(b). The Code codifier shall instruct the Municipal Code Corporation to make all changes necessary in the Code of Ordinances of the City of DeLand to implement the provisions of this Ordinance and is granted liberal authority to codify the provisions of this Ordinance in such manner and in such places as deemed advisable.

(c). In accordance with the City's ongoing codification program; the City Clerk, in conjunction with the City Attorney, may make corrections to the provisions of this Ordinance relative to Scrivener's errors of whatever type or nature.

Section 6. Effective Date. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 5th day of July, 2023.

Christopher M. Cloudman
Mayor – Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: June 19, 2023

Adopted on second reading: July 05, 2023

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

CITY OF DELAND
Request for Commission Action
July 5, 2023

SUBJECT: Consideration re Approval of Seven New Caterers for the Sanborn Center.

DEPARTMENT: Parks & Recreation

PREPARED BY: rick hall, P&R Director

ATTACHMENTS: RFP-23-01 Evaluation Sheets, RFP-23-01 Selection Committee Consolidated Scoresheet

APPROVED BY: Michael Pleus, City Manager, June 23, 2023

SUMMARY/HIGHLIGHT:

The contracts with the existing caterers for the Sanborn Event Center have expired. The City Commission directed staff to increase the total number of caterers to twelve in order to allow for more options for the customers of the Sanborn Center. The Commission also directed staff to allow for caterers that were only able to service smaller events and to provide a scoring preference to local caterers. The City issued a request for proposals (RFP) on May 5, 2023 with a submittal deadline of June 6, 2023. The Commission appointed Commissioner Jessica Davis to serve on the evaluation committee along with Rick Hall, Kieu Moses, Jennifer Wilder, and Chaleak Jones. A total of nine proposals were submitted, of which two were legally non-responsive. The review committee met on June 20, 2023 to determine a list to submit to the City Commission for approval. The Committee approved all seven applicants and notes that all seven appear to be excellent caterers, with six currently being approved caterers at the Sanborn Center. Staff is recommending that the City Commission approve all seven applicants and authorize staff to issue a second RFP to try and obtain additional caterers for a total of twelve. Staff plans on holding a pre-application meeting to explain how to properly submit a proposal to help with the submittal process, which can be difficult for those that have not gone through it previously. If the recommended list of caterers is approved by the Commission, an agreement will be provided to the catering companies. The targeted start date would be August 1, 2023.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

The Committee recommends approval the following caterers for the Sanborn Center: Puff and Stuff, Venue 142, John Michaels Events, Magic Occasions, Monica's Comfort Food, River City Catering, and Spring Garden Foods, Inc (Brian's BBQ).

BACKGROUND/DISCUSSION:

The seven applicants proposed for approval will all provide excellent catering services at the the Sanborn Center. However, city staff would like to obtain additional caterers based upon the City Commission's direction. The submittal process for any governmental RFP can be daunting. The selection committee discussed reaching out pro-actively to the local community and also holding a non-mandatory pre-application meeting so that staff could actually go through all of the requirements to fill out a proposal that would be legally sufficient. Staff may also provide a sample proposal so that prospective applicants will have a "go-by" form to use.

CATERING SERVICES - SANBORN CENTER

RFP-23-01

SELECTION COMMITTEE SCORING AND OVERALL RANKING OF SUBMITTALS

Evaluator's Name: Jessica Davis

Date: 6/20/23

Evaluator's Signature: Jessica Davis

	Responsiveness	Firm & Background Experience	References	Menu Options & Pricing	Marketing Plan	Local Business	
Points Possible:	10	30	10	30	10	10	100
▼ Consultant/Company ▼	Proposal Format adhered to & received all required forms	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	At least three letters of reference (excluding the City) of the same or similar magnitude to this RFP request	The variety, quality, and price of food and beverage items that will be offered are high priorities. The City is interested in providing a wide array of menus and prices. Each proposer was required to submit proposed menus with pricing	Describe or demonstrate methods to promote usage or market the Sanborn Center. Provide examples of how you have marketed similar venues	Business is located within The City of DeLand limits	TOTAL POINTS
Events by John Michael, Inc.	10	30	10	30	10		90
Magic Occasions Catering, Inc.	10	30	10	30	10		90
Monica's Comfort Foods LLC	10	30	10	30	10		90
Puff 'N Stuff Catering, LLC	10	30	10	30	10		90
River City Catering	10	30	10	30	10		90
Spring Garden Foods Inc. dba Brian's Bar-B-Q Restaurant & Catering	10	30	10	30	10	10	100
Venue 142	10	30	10	30	10	10	100

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CATERING SERVICES - SANBORN CENTER

RFP-23-01

SELECTION COMMITTEE SCORING AND OVERALL RANKING OF SUBMITTALS

Evaluator's Name:

Jennifer Wilder

Date:

6-20-23

Evaluator's Signature:

Jennifer Wilder

	Responsiveness	Firm & Background Experience	References	Menu Options & Pricing	Marketing Plan	Local Business	
Points Possible:	10	30	10	30	10	10	100
▼ Consultant/Company ▼	Proposal Format adhered to & received all required forms	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	At least three letters of reference (excluding the City) of the same or similar magnitude to this RFP request	The variety, quality, and price of food and beverage items that will be offered are high priorities. The City is interested in providing a wide array of menus and prices. Each proposer was required to submit proposed menus with pricing	Describe or demonstrate methods to promote usage or market the Sanborn Center. Provide examples of how you have marketed similar venues	Business is located within The City of DeLand limits	TOTAL POINTS
Events by John Michael, Inc.	10	30	10	30	10	0	90
Magic Occasions Catering, Inc.	10	30	10	30	9	0	89
Monica's Comfort Foods LLC	10	30	10	30	5	0	85
Puff 'N Stuff Catering, LLC	10	30	10	30	10	0	90
River City Catering	10	30	10	30	8	0	88
Spring Garden Foods Inc. dba Brian's Bar-B-Q Restaurant & Catering	10	30	10	30	7	10	97
Venue 142	10	30	10	30	8	10	98

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CATERING SERVICES - SANBORN CENTER

RFP-23-01

SELECTION COMMITTEE SCORING AND OVERALL RANKING OF SUBMITTALS

Evaluator's Name:

Rick Hall

Date:

6/20/23

Evaluator's Signature:

[Signature]

	Responsiveness	Firm & Background Experiecn	References	Menu Options & Pricing	Marketing Plan	Local Business			
Points Possible:	10	30	10	30	10	10	100		
▼ Consultant/Company ▼	Proposal Format adhered to & received all required forms	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	At least three letters of reference (excluding the City) of the same or similar magnitude to this RFP request	The variety, quality, and price of food and beverage items that will be offered are high priorities. The City is interested in providing a wide array of menus and prices. Each proposer was required to submit proposed menus with pricing	Describe or demonstrate methods to promote usage or market the Sanborn Center. Provide examples of how you have marketed similar venues	Business is located within The City of DeLand limits	TOTAL POINTS		R A N K
Events by John Michael, Inc.	10	30	10	28	10	0	10	88	33
Magic Occasions Catering, Inc.	10	30	10	22	9	0	10	81	36
Monica's Comfort Foods LLC	10	25	10	25	5	0	10	75	37
Puff 'N Stuff Catering, LLC	10	30	10	29	10	0	10	89	32
River City Catering	10	30	10	27	8	0	10	85	34
Spring Garden Foods Inc. dba Brian's Bar-B-Q Restaurant & Catering	10	25	10	20	7	10	20	82	15
Venue 142	10	28	10	28	8	10	20	94	11

CATERING SERVICES - SANBORN CENTER

RFP-23-01

SELECTION COMMITTEE SCORING AND OVERALL RANKING OF SUBMITTALS

Evaluator's Name: Kieu N. Moses

Date: 06/20/2023

Evaluator's Signature: Kieu N. Moses

	Responsiveness	Firm & Background Experience	References	Menu Options & Pricing	Marketing Plan	Local Business	
Points Possible:	10	30	10	30	10	10	100
▼ Consultant/Company ▼	Proposal Format adhered to & received all required forms	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	At least three letters of reference (excluding the City) of the same or similar magnitude to this RFP request	The variety, quality, and price of food and beverage items that will be offered are high priorities. The City is interested in providing a wide array of menus and prices. Each proposer was required to submit proposed menus with pricing	Describe or demonstrate methods to promote usage or market the Sanborn Center. Provide examples of how you have marketed similar venues	Business is located within The City of DeLand limits	TOTAL POINTS
Events by John Michael, Inc. *	10	28	10	30	10	Ø	88
Magic Occasions Catering, Inc. *	10	25	10	30	7	Ø	82
Monica's Comfort Foods LLC	10	20	5	25	7	Ø	67
Puff 'N Stuff Catering, LLC *	10	30	10	30	10	Ø	90
River City Catering *	10	30	10	30	10	Ø	90
Spring Garden Foods Inc. dba Brian's Bar-B-Q Restaurant & Catering *	10	30	10	30	10	10	100
Venue 142 *	10	30	8	30	10	10	98

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CATERING SERVICES - SANBORN CENTER

RFP-23-01

SELECTION COMMITTEE SCORING AND OVERALL RANKING OF SUBMITTALS

Evaluator's Name:

Chaleah Jones

Date:

6/20/2023

Evaluator's Signature:



	Responsiveness	Firm & Background Experience	References	Menu Options & Pricing	Marketing Plan	Local Business	
Points Possible:	10	30	10	30	10	10	100
▼ Consultant/Company ▼	Proposal Format adhered to & received all required forms	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	At least three letters of reference (excluding the City) of the same or similar magnitude to this RFP request	The variety, quality, and price of food and beverage items that will be offered are high priorities. The City is interested in providing a wide array of menus and prices. Each proposer was required to submit proposed menus with pricing	Describe or demonstrate methods to promote usage or market the Sanborn Center. Provide examples of how you have marketed similar venues	Business is located within The City of DeLand limits	TOTAL POINTS
Events by John Michael, Inc.	10	30	10	30	10		90
Magic Occasions Catering, Inc.	10	30	10	30	10		90
Monica's Comfort Foods LLC	10	30	10	30	10		90
Puff 'N Stuff Catering, LLC	10	30	10	20	10		80
River City Catering	10	30	10	30	10		90
Spring Garden Foods Inc. dba Brian's Bar-B-Q Restaurant & Catering	10	30	10	30	8	10	98
Venue 142	10	30	10	20	10	10	90

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SELECTION COMMITTEE CONSOLIDATED EVALUATION SCORESHEET



MEETING DATE: June 20, 2023 @ 10:00 A.M.
 POSTING DATE: June 20, 2023 POSTED BY: Corey McMillen

▼ Committee Member ▼	Events by John Michael, Inc.	Magic Occasions Catering, Inc.	Monica's Comfort Foods LLC	Puff 'N Stuff Catering, LLC	River City Catering	Spring Garden Foods Inc. dba Brian's Bar-B-Q Restaurant & Catering	Venue 142
Jessica Davis	3	3	3	3	3	1	1
Rick Hall	3	6	7	2	4	5	1
Chaleak Jones	2	2	2	7	2	1	2
Kieu Moses	5	6	7	3	3	1	2
Jennifer Wilder	3	5	7	3	6	2	1
TOTAL POINTS	16	22	26	18	18	10	7
RANKING	3	6	7	4	4	2	1

*** Motion by Rick Hall, Second by Commissioner Jessica Davis to recommend all firms to the City Commission [Unanimous vote]