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

AGENDA

CALL TO ORDER

INVOCATION-Pastor Sam Neal, Generations Pastor First Assembly DeLand Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC HEARING

1. Resolution Certifying and Adopting Assessment Roll for Fiscal Year 2023-2024, Blue Lake Woods Street Lighting District.

   It is recommended that the City Commission approve the resolution to certify and adopt the assessment roll for Fiscal Year 2023-2024 for the Blue Lake Woods Street Lighting District.

2. Resolution Certifying and Adopting Assessment Roll for 2023-2024, Fiscal Year Glenwood Springs Street Lighting District.

   It is recommended that the City Commission approve the resolution to certify and adopt the assessment roll for Fiscal Year 2023-2024 for the Glenwood Springs Street Lighting District.

PRESENTATIONS

1. Presentation re Firefighter Promotion, Adam Bruce to Engineer.

CONSENT AGENDA

1. Resolution re Surplus Equipment.

   It is recommended that the City Commission adopt the resolution declaring the equipment surplus and authorizing its disposal as set forth therein.

2. Resolution Approving Sole Source Purchase of a New Pierce Saber Fire Engine and a New Pierce Fire Ladder Truck.

   Staff recommends that the City Commission approve the purchase proposals (2) to enter agreement with Ten-8 Fire & Safety to obtain a new Pierce Saber Fire Engine and a new Pierce Fire Ladder Truck with a sole source resolution as well.

3. Consideration re Contract with the Cigna Dental Group for FY 2023-2025.

   Recommendation for a new dental provider group.

4. Consideration re New Ground Lease Agreement, Aero Affinity Holding, LLC.

Staff recommends that the City Commission approve the New Ground Lease Agreement with Aero Affinity Holding, LLC.

5. Consideration re Change Order No.1, 2022 Water Main Improvements.

   Staff recommends that the City Commission approve Change Order No. 1 allowing General Underground to perform the work necessary to complete the utility line relocation and abandonment portion of the FDOT SR44 & Kepler Road Roundabout.

6. Consideration re Recommended Short List of Civil & Transportation Engineering, Final Plat and Site Plan Review Services Consultants.

   Staff recommends that the City Commission approve the Selection Committee's recommendation that CPH, EXP, Freese & Nichols, LTG Engineering & Planning and Zev Cohen & Associates be interviewed and further evaluated by the Selection Committee.

7. Consideration re Utility Service Agreement and Fair Share Agreement for Oak Hammock Reserve Subdivision.

   Staff recommends that the City Commission approve the Utility Service Agreement and Fair Share Agreement for the Oak Hammock Reserve Subdivision.

8. Consideration re Award of Bid, West Hubbard Avenue and South High Street - Stormwater Improvements.

   Staff recommends that the City Commission award the West Hubbard & South High Street – Stormwater Improvements/ADA Improvements to GPS Civil Construction, Inc. for the amount of $192,870.00.

9. Consideration re Task Order Assignment, Professional Property Acquisition Services.

   Staff recommends that the City Commission approve the subject task order with Edwin R. Barfield, LLC to provide Professional Property Acquisition Services as assigned by the Utilities Department.

10. Consideration re FDEP Resilient Florida Planning & Implementation Grant Writing Services Contract with Halff Associates, Inc.

    Staff recommends that the City Commission approve a contract with Halff Associates to provide grant writing services to apply for the Resilient Florida Planning and Implementation grant for a vulnerability assessment and project implementation, in the total amount of $12,000.00.

11. Consideration re Emergency Sanitary Sewer Manhole Repair at Brandywine.

    Staff recommends that the City Commission approve the emergency purchase order of $153,545.00 and award it to Danus Utilities, Inc.

12. Consideration re Approval of Yardly DeLand Proportionate Fair Share Agreement.

    Approval of Proportionate Fair Share Agreement for Yardley DeLand project.

13. Consideration re Lakewood Park Proportionate Fair Share Agreement.

Approval of Proportionate Fair Share Agreement for the Lakewood Park project.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

BOARD APPOINTMENT

1. Consideration re Appointment to the Downtown Community Redevelopment Agency (CRA).

   It is recommended that the City Commission review the applications and make an appoint/reappointment to Seat 6 on the Downtown CRA, for a partial term to expire December 1, 2026.

NEW BUSINESS

1. First Reading of Ordinance Amending Chapter 30 Related to Utilities.

   Ordinance making housekeeping updates to the utility ordinance.

2. Resolution Approving CPI Adjustment to Solid Waste and Recycling Rates.

   Resolution to apply CPI adjustment of 3.9% for solid waste and recycling collection service charges to be effective for FY23/24.

3. Consideration re Appointment of City Commission Representative to a Selection Committee for Utility Engineering and Surveying Consultants.

   Staff recommends that the City Commission select a member to serve on the selection committee for Utility Engineering and Surveying consultants.

4. Consideration re Modification of the Airport Advisory Committee By-Laws.

   Staff recommends approval of the changes to the Airport Advisory Committee By-Laws by the City Commission.

5. Change of Meeting Date, Labor Day Holiday.

   It is recommended that the City Commission reschedule the Monday, September 4, 2023 regular City Commission meeting for **Wednesday, September 6, 2023.** This would be the date of the City's first budget hearing.

6. Request to Schedule Closed/Executive, Attorney-Client Session.

   The City Attorney is requesting that the City Commission schedule a closed attorney/client session in the matter of *Glasshouse Square, LLC. vs. City of DeLand,* to be scheduled for August 21, 2023 at 6:30 p.m.

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.

CITY OF DELAND
Request for Commission Action
August 7, 2023

SUBJECT: Resolution Certifying and Adopting Assessment Roll for Fiscal Year 2023-2024, Blue Lake Woods Street Lighting District.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Resolution, EXHIBIT A - Blue Lake Woods

APPROVED BY: Michael Pleus, City Manager, July 31, 2023

SUMMARY/HIGHLIGHT:

The City Commission previously created the Blue Lake Woods Street Lighting District which allows the residents and lot owners in the Blue Lake Woods subdivision to pay for their street lights through their tax bills. With this method, all residents will be assured of having the street lights kept on regardless of whether the home owner's association is able to collect assessments from its membership. The Florida Statutes requires the City of DeLand to certify to the Volusia County Property Appraiser the assessment roll each year by September 15th. The attached resolution fulfills that requirement.

A resolution certifying the assessment roll for the Blue Lake Woods Street Lighting District is adopted by the City of DeLand each year. Each resident and lot owner of the Blue Lake Woods subdivision/special assessment district will be assessed $111.07. There are 50 parcels in the Blue Lake Woods subdivision/special assessment district for a total of $5,553.50.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This item should be revenue neutral. However, to the extent that this assessment will ensure that street lights in one of the city's subdivisions remain lit, it may arguably reduce public safety costs.

RECOMMENDATION:

It is recommended that the City Commission approve the attached resolution.

BACKGROUND/DISCUSSION:

This action is the final step in putting the assessments, more particularly set forth in the attached resolution and assessment roll, on the tax bills for the Blue Lake Woods subdivision.

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, CERTIFYING THE ASSESSMENT ROLL FOR FISCAL YEAR 2023-2024 FOR THE BLUE LAKE WOODS STREET LIGHTING SPECIAL ASSESSMENT DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of DeLand has created the Blue Lake Woods Street Lighting Special Assessment District for the purposes of funding street lighting within the Blue Lake Woods subdivision; and

WHEREAS, the City of DeLand is required by Section 197.3632(5)(a), Florida Statutes, to certify to the Volusia County Property Appraiser the assessment roll for the said special assessment district by September 15 of each year; and

WHEREAS, the City of DeLand desires to certify to the Volusia County Property Appraiser the assessment roll attached hereto as Exhibit "A".

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

Section 1. The City Commission of the City of DeLand hereby certifies the assessment roll for fiscal year 2023-2024 for the Blue Lake Woods Street Lighting District attached hereto as Exhibit "A".

Section 2. The unit of measurement for the assessment shall be platted single family residential lots and the amount of the assessment shall be as per the attached Exhibit "A".

Section 3. The City Manager is hereby directed to immediately transmit this Resolution to the office of the Volusia County Property Appraiser.

Section 4. This Resolution shall be effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 7th day of August, 2023

_____
Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

"EXHIBIT A"

Volusia County Property Appraiser
June 1st Statutory NAVA List for Blue Lake Woods Streetlighting - 2023 Tax Roll

PROJNO	PROJNAM	UNITS	2022 Rate	New Rate	AltKey	ParcelID	PC	PC_Description	#ResBldgs	OWN1	OWN2	ADDR1	ADDR3	ZIPCODE	LEGDESC
3370	BLUE LAKE WOODS	1	120.54	$111.07	6519897	701039000010	0100	Single Family	1	ABIGAIL BONNIE J		1359 PUP FISH LN	DELAND FL	32724	LOT 1 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 6018
3370	BLUE LAKE WOODS	1	120.54	$111.07	6519901	701039000020	0100	Single Family	1	KOENKE LEIGH ANN		1355 PUP FISH LN	DELAND FL	32724	LOT 2 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 6008
3370	BLUE LAKE WOODS	1	120.54	$111.07	6519919	701039000030	0100	Single Family	1	STAGE JULIET		1351 PUP FISH LN	DELAND FL	32724	LOT 3 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5738
3370	BLUE LAKE WOODS	1	120.54	$111.07	6519927	701039000040	0100	Single Family	1	ANDERSON MARCUS		1347 PUP FISH LN	DELAND FL	32724	LOT 4 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5941
3370	BLUE LAKE WOODS	1	120.54	$111.07	6519935	701039000050	0100	Single Family	1	NEWBOULD GAVIN		1343 PUP FISH LN	DELAND FL	32724	LOT 5 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5843
3370	BLUE LAKE WOODS	1	120.54	$111.07	6519943	701039000060	0100	Single Family	1	WHITENER LINDA		1339 PUP FISH LN	DELAND FL	32724	LOT 6 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5859
3370	BLUE LAKE WOODS	1	120.54	$111.07	6519951	701039000070	0100	Single Family	1	CASTELBLANCO		1335 PUP FISH LN	DELAND FL	32724	LOT 7 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5694
3370	BLUE LAKE WOODS	1	120.54	$111.07	6519960	701039000080	0100	Single Family	1	BARACK SEAN		1331 PUP FISH LN	DELAND FL	32724	LOT 8 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5825
3370	BLUE LAKE WOODS	1	120.54	$111.07	6519978	701039000090	0100	Single Family	1	RAINES ANTHONY E		1327 PUP FISH LN	DELAND FL	32724	LOT 9 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5847
3370	BLUE LAKE WOODS	1	120.54	$111.07	6519986	701039000100	0100	Single Family	1	MCGONIGLE		1323 PUP FISH LN	DELAND FL	32724	LOT 10 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6519994	701039000110	0100	Single Family	1						LOT 11 BLUE LAKE WOODS MB 52 PGS 64-66 INC
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520003	701039000120	0100	Single Family	1	DOUGLASS ALLAN J		1315 PUP FISH LANE	DELAND FL	32724	LOT 12 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520011	701039000130	0100	Single Family	1	GONZALES GIANNE		1311 PUP FISH LN	DELAND FL	32724	LOT 13 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520020	701039000140	0100	Single Family	1	HULL CHRISTOPHER		1307 PUP FISH LN	DELAND FL	32724	LOT 14 BLUE LAKE WOODS MB 52 PGS 64-66 PER OR 5902
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520038	701039000150	0100	Single Family	1	MOORE SARAH	MARTINEZ ROBERT EDWARD	1303 PUP FISH LN	DELAND FL	32724	LOT 15 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520046	701039000160	0100	Single Family	1	MERCADO NEPHTALI		1306 PUP FISH LN	DELAND FL	32724	LOT 16 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520054	701039000170	0100	Single Family	1	HILAIRE MICHEL		1310 PUP FISH LN	DELAND FL	32724	LOT 17 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520062	701039000180	0100	Single Family	1	CAHILL RYAN		1314 PUP FISH LN	DELAND FL	32724	LOT 18 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520071	701039000190	0100	Single Family	1	ANDERSON WILLIAM		1318 PUP FISH LN	DELAND FL	32724	LOT 19 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520089	701039000200	0100	Single Family	1	BLONDELL		1322 PUP FISH LN	DELAND FL	32724	LOT 20 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520097	701039000210	0100	Single Family	1	HENSHAW RALPH		1326 PUP FISH LANE	DELAND FL	32724	LOT 21 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520101	701039000220	0100	Single Family	1	OSTROWSKI STEVEN		1330 PUP FISH LN	DELAND FL	327244691	LOT 22 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520119	701039000230	0100	Single Family	1	CRABTREE		1334 PUP FISH LN	DELAND FL	32724	LOT 23 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520127	701039000240	0100	Single Family	1	MALLEY JOSEPH M		1338 PUP FISH LN	DELAND FL	32724	LOT 24 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520135	701039000250	0100	Single Family	1	SAMMOND JOHN H		1333 TILAPIA TRL	DELAND FL	32724	LOT 25 BLUE LAKE WOODS MB 52 PGS 64-66 PER OR 5868
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520143	701039000260	0100	Single Family	1	SERTIC LLC		12569 INDIAN WOODS LN	ORLANDO FL	32824	LOT 26 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520151	701039000270	0100	Single Family	1	WESEMANN		7072 156TH PL NE	REDMOND WA	98052	LOT 27 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520160	701039000280	0100	Single Family	1	HENDERSHOT	HENDERSHOT FAMILY TRUST	1321 TILAPIA TRL	DELAND FL	32724	LOT 28 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520178	701039000290	0100	Single Family	1	MCGINN TERENCE M		1317 TILAPIA TRL	DELAND FL	32724	LOT 29 BLUE LAKE WOODS MB 52 PGS 64-66 PER OR 6017
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520186	701039000300	0100	Single Family	1	CATALANO PETER R		1313 TILAPIA TRL	DELAND FL	32724	LOT 30 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520194	701039000310	0100	Single Family	1	ESTAVILLO JORGE	DORIS GEORGINA ESTAVILLO	1309 TILAPIA TRL	DELAND FL	32724	LOT 31 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520208	701039000320	0100	Single Family	1	BECCARIS THOMAS J		1305 TILAPIA TRIAL	DELAND FL	32724	LOT 32 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520216	701039000330	0100	Single Family	1	HILDERBRANDT	HILDERBRANDT SAMANTHA	1300 TILAPIA TRL	DELAND FL	32724	LOT 33 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520224	701039000340	0100	Single Family	1	RUTH MICHELLE J		1304 TILAPIA TRL	DELAND FL	32724	LOT 34 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520232	701039000350	0100	Single Family	1	QUINTON JUDY P		1308 TILAPIA TRL	DELAND FL	32724	LOT 35 BLUE LAKE WOODS MB 52 PGS 64-66 PER OR 5904
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520241	701039000360	0100	Single Family	1	CHOWDHURY SYED		1312 TILAPIA TRL	DELAND FL	32724	LOT 36 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520259	701039000370	0100	Single Family	1	2018-2 IH		1717 MAIN ST STE 2000	DALLAS TX	75201	LOT 37 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520267	701039000380	0100	Single Family	1	COPSON SANDRA		1320 TILAPIA TRL	DELAND FL	32724	LOT 38 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520275	701039000390	0100	Single Family	1	INGRAM CLARENCE		1324 TILAPIA TRL	DELAND FL	32724	LOT 39 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520283	701039000400	0100	Single Family	1	CALDERON BOLIVAR	DIANE MARIE	1328 TILAPIA TRL	DELAND FL	32724	LOT 40 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520291	701039000410	0100	Single Family	1	ALEJO JOSE JR		1332 TILAPIA TRL	DELAND FL	32724	LOT 41 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520305	701039000420	0100	Single Family	1	STEWART-VLASOV		1336 TILAPIA TRL	DELAND FL	32724	LOT 42 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520313	701039000430	0100	Single Family	1	ESTAVILLO JORGE		1340 TILAPIA TRL	DELAND FL	32724	LOT 43 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520321	701039000440	0100	Single Family	1	RODRIGUEZ JOSEPH		1344 TILAPIA TRL	DELAND FL	327244721	LOT 44 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520330	701039000450	0100	Single Family	1	PARRISH JOHN K		1348 TILAPIA TRL	DELAND FL	32724	LOT 45 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520348	701039000460	0100	Single Family	1	NGUYEN KENNY		1352 TILAPIA TRL	DELAND FL	32724	LOT 46 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520356	701039000470	0100	Single Family	1	MITCHELL DEREK		1345 TILAPIA TRL	DELAND FL	32724	LOT 47 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520364	701039000480	0100	Single Family	1	SLAGLE KIMBERLY J		1341 TILAPIA TRL	DELAND FL	32724	LOT 48 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520372	701039000490	0100	Single Family	1	HURST BRIAN KEITH		1337 TILAPIA TRL	DELAND FL	32724	LOT 49 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
3370	BLUE LAKE WOODS	1	120.54	$111.07	6520381	701039000500	0100	Single Family	1	ELASSAL KEVIN		3056 W ROME AVE	ANAHEIM CA	92804	LOT 50 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR
	Total Units & Amt:	**50**		**$5,553.50**	**New Rate**										

CITY OF DELAND
Request for Commission Action
August 7, 2023

SUBJECT: Resolution Certifying and Adopting Assessment Roll for 2023-2024, Fiscal Year Glenwood Springs Street Lighting District.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Resolution, EXHIBIT A - Glenwood Springs

APPROVED BY: Michael Pleus, City Manager, July 31, 2023

SUMMARY/HIGHLIGHT:

The City Commission previously created the Glenwood Springs Lighting District which allows the residents and lot owners in the Glenwood Springs subdivision to pay for their street lights through their tax bills. With this method, all residents will be assured of having the street lights kept on regardless of whether the home owner's association is able to collect assessments from its membership. The Florida Statutes requires the City of DeLand to certify to the Volusia County Property Appraiser the assessment roll each year by September 15. The attached resolution fulfills that requirement.

A resolution certifying the assessment roll for the Glenwood Springs Street Lighting District, is adopted by the City of DeLand each year. Each resident and lot owner with the Glenwood Springs subdivision/special assessment district will be assessed $58.96. There are 213 parcels in the Glenwood Springs subdivision/special assessment district for a total of $12,558.48.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This item should be revenue neutral. However, to the extent that this assessment will ensure that street lights in one of the City's subdivision remain lit, it may arguably reduce public safety costs.

RECOMMENDATION:

It is recommended that the City Commission approve the attached resolution.

BACKGROUND/DISCUSSION:

This action is the final step in putting the assessments, more particularly set forth in the attached resolution and assessment roll, on the tax bills for the Glenwood Springs subdivision.

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, CERTIFYING THE ASSESSMENT ROLL FOR FISCAL YEAR 2023-2024 FOR THE GLENWOOD SPRINGS STREET LIGHTING SPECIAL ASSESSMENT DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of DeLand has created the Glenwood Springs street lighting special assessment district for the purposes of funding street lighting within the Glenwood Springs subdivision; and

WHEREAS, the City of DeLand is required by Section 197.3632(5)(a), Florida Statutes, to certify to the Volusia County Property Appraiser the assessment roll for the said special assessment district by September 15 of each year; and

WHEREAS, the City of DeLand desires to certify to the Volusia County Property Appraiser the assessment roll attached hereto as Exhibit "A".

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

Section 1. The City Commission of the City of DeLand hereby certifies the assessment roll for fiscal year 2023-2024 for the Glenwood Springs Street Lighting District attached hereto as Exhibit "A".

Section 2. The unit of measurement for the assessment shall be platted single family residential lots and the amount of the assessment shall be as per the attached Exhibit "A".

Section 3. The City Manager is hereby directed to immediately transmit this Resolution to the office of the Volusia County Property Appraiser.

Section 4. This Resolution shall be effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 7th day of August, 2023.

_____
Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

"EXHIBIT A"

Volusia County Property Appraiser

June 1st Statutory NAVA List for Glenwood Springs Streetlighting - 2023 Tax Roll

PROJNO	PROJNAM	UNITS	2022 Rate	New Rate	AltKey	ParcelID	PC	PC_Description	#ResBldgs	OWN1	OWN2	CAREOF	ADDR1	ADDR3	ZIPCODE	LEGDESC
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572461	700605000010	0100	Single Family	1	CALVIN MARLENE			1525 LOUGHTON ST	DELAND FL	32720	LOT 1 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572470	700605000020	0100	Single Family	1	GANDHI MEHUL			1529 LOUGHTON ST	DELAND FL	32720	LOT 2 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572488	700605000030	0100	Single Family	1	KUHLKE JEFFREY			1533 LOUGHTON ST	DELAND FL	32720	LOT 3 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572496	700605000040	0100	Single Family	1	BIRNHAK SHERRY L			1537 LOUGHTON ST	DELAND FL	32720	LOT 4 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572500	700605000050	0100	Single Family	1	DANGIOLILLO VICTOR J			1541 LOUGHTON ST	DELAND FL	32720	LOT 5 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572518	700605000060	0100	Single Family	1	HOWELL CHAD B			1524 LOUGHTON ST	DELAND FL	32720	LOT 6 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572526	700605000070	0100	Single Family	1	HOLTON WILLIAM			1520 LOUGHTON ST	DELAND FL	32720	LOT 7 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572534	700605000080	0100	Single Family	1	ARIAS JUAN LUIS			1529 ALDRIDGE LN	DELAND FL	32720	LOT 8 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572542	700605000090	0100	Single Family	1	ALEXANDRE JOSEPH J			1533 ALDRIDGE LN	DELAND FL	32720	LOT 9 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572551	700605000100	0100	Single Family	1	ALBITREZ ALFREDO ARTURO			1537 ALDRIDGE LN	DELAND FL	327200844	LOT 10 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572569	700605000110	0100	Single Family	1	EDWARDS CHRISTOPHER			1541 ALDRIDGE LN	DELAND FL	32720	LOT 11 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572577	700605000120	0100	Single Family	1	MASON LEAH CHRISTINE			1232 BEXLEY CT	DELAND FL	32720	LOT 12 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572585	700605000130	0100	Single Family	1	BENITEZ LYDIA JIMENEZ TR	LYDIA JIMENEZ BENITEZ REV TRUST 8-16-17		1128 BEXLEY CT	DELAND FL	32720	LOT 13 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572593	700605000140	0100	Single Family	1	BOLIVAR JUAN CARLOS			1224 BEXLEY CT	DELAND FL	32720	LOT 14 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572607	700605000150	0100	Single Family	1	FARNSWORTH JAMES NEAL			1220 BEXLEY CT	DELAND FL	32720	LOT 15 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572615	700605000160	0100	Single Family	1	JOHNSON THOMAS E JR			1216 BEXLEY CT	DELAND FL	32720	LOT 16 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572623	700605000170	0100	Single Family	1	RIVERA ANGEL F			3701 TCU BLVD	ORLANDO FL	32817	LOT 17 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572631	700605000180	0100	Single Family	1	AR CHIN INVESTMENTS INC			201 W TARRINGTON DR	DELAND FL	32724	LOT 18 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572640	700605000190	0100	Single Family	1	THR FLORIDA LP			1717 MAIN ST STE 2000	DALLAS TX	75201	LOT 19 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572658	700605000200	0100	Single Family	1	HAIDER LATIFUL			1200 BEXLEY CT	DELAND FL	32720	LOT 20 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572666	700605000210	0100	Single Family	1	2018-2 IH BORROWER LP			1717 MAIN ST STE 2000	DALLAS TX	75201	LOT 21 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572674	700605000220	0100	Single Family	1	PARDO RODOLFO			1205 BEXLEY CT	DELAND FL	32720	LOT 22 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572682	700605000230	0100	Single Family	1	ORIE BERNARD A			1209 BEXLEY CT	DELAND FL	32720	LOT 23 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572691	700605000240	0100	Single Family	1	OTERO ENOELIO			1213 BEXLEY CT	DELAND FL	32720	LOT 24 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572704	700605000250	0100	Single Family	1	RICHARDS JASMINE M			1217 BEXLEY CT	DELAND FL	32720	LOT 25 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572712	700605000260	0100	Single Family	1	PRYMAK MARIA			1221 BEXLEY CT	DELAND FL	32720	LOT 26 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572721	700605000270	0100	Single Family	1	PATEL RAMESHBHAI C			1225 BEXLEY CT	DELAND FL	32720	LOT 27 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572739	700605000280	0100	Single Family	1	COULSON FITZROY DAMION			1229 BEXLEY CT	DELAND FL	32720	LOT 28 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572747	700605000290	0100	Single Family	1	MONCELSI RAYMOND EDWARD			1233 BEXLEY CT	DELAND FL	32720	LOT 29 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572755	700605000300	0100	Single Family	1	PEETS MARIA L			1232 BRAMLEY LN	DELAND FL	32720	LOT 30 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572763	700605000310	0100	Single Family	1	PRY LAURIE G			6813 E THUNDERBIRD DR	TUCSON AZ	85708	LOT 31 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572771	700605000320	0100	Single Family	1	RESIDENTIAL HOME BUYER ORLANDO LLC			PO BOX 4090	SCOTTSDALE AZ	85261	LOT 32 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572780	700605000330	0100	Single Family	1	RODRIGUEZ KIRK F JR			1220 BRAMLEY LN	DELAND FL	32720	LOT 33 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572798	700605000340	0100	Single Family	1	BAHM AARON V			1216 BRAMLEY LN	DELAND FL	32720	LOT 34 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572801	700605000350	0100	Single Family	1	KHOURY ADAY			1212 BRAMLEY LN	DELAND FL	327200848	LOT 35 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572810	700605000360	0100	Single Family	1	EDGCOMB ROBERT			1208 BRAMLEY LN	DELAND FL	32720	LOT 36 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572828	700605000370	0100	Single Family	1	PERRINO EUGENE L JR			1201 BRAMLEY LN	DELAND FL	32720	LOT 37 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572836	700605000380	0100	Single Family	1	MARTIN TIMOTHY			1205 BRAMLEY LN	DELAND FL	32720	LOT 38 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572844	700605000390	0100	Single Family	1	KENNEDY JOHN STUART			1209 BRAMLEY LN	DELAND FL	327200847	LOT 39 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572852	700605000400	0100	Single Family	1	FRENDO CAROL J TR	CAROL J FRENDO REV TRUST 11-13-14		1217 BRAMLEY LN	DELAND FL	32720	LOT 40 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572861	700605000410	0100	Single Family	1	MERLI KEVIN			1221 BRAMLEY LN	DELAND FL	327200847	LOT 41 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572879	700605000420	0100	Single Family	1	MARTINEZ DAVID			1225 BRAMLEY LN	DELAND FL	32720	LOT 42 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572887	700605000430	0100	Single Family	1	FAIN RUSSELL MICHAEL			1229 BRAMLEY LN	DELAND FL	32720	LOT 43 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572895	700605000440	0100	Single Family	1	DIAZ-LOPEZ BORIS			1233 BRAMLEY LN	DELAND FL	32720	LOT 44 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572909	700605000450	0100	Single Family	1	HALL MELODY M TR	MELODY M HALL REV TRUST 2006		1241 BRAMLEY LN	DELAND FL	32720	LOT 45 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572917	700605000460	0100	Single Family	1	BERGERON SUSAN			1252 BRAMLEY LN	DELAND FL	32724	LOT 46 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572925	700605000470	0100	Single Family	1	ANDERSON PATRICIA B			1253 BRAMLEY LN	DELAND FL	32720	LOT 47 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572933	700605000480	0100	Single Family	1	TEPPER PETER W			1257 BRAMLEY LN	DELAND FL	32720	LOT 48 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572941	700605000490	0100	Single Family	1	COOK JOSEPH R			1261 BRAMLEY LN	DELAND FL	32720	LOT 49 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572950	700605000500	0100	Single Family	1	COKER CHARLES L			1265 BRAMLEY LN	DELAND FL	32720	LOT 50 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572968	700605000510	0100	Single Family	1							LOT 51 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572976	700605000520	0100	Single Family	1	PAUL DEBRA C			1273 BRAMLEY LN	DELAND FL	32720	LOT 52 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572984	700605000530	0100	Single Family	1	POULTRY PRIDE INC			381 CADDIE DR	DEBARY FL	32713	LOT 53 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6572992	700605000540	0100	Single Family	1	BOWMAN LARRY W			PO BOX 1892	DELAND FL	32721	LOT 54 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573000	700605000550	0100	Single Family	1	LINTZ STEVEN			1285 BRAMLEY LN	DELAND FL	32720	LOT 55 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573018	700605000560	0100	Single Family	1	THOMPSON BERYL E			1289 BRAMLEY LN	DELAND FL	32720	LOT 56 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573026	700605000570	0100	Single Family	1	FRANCIS MONALISA			1293 BRAMLEY LN	DELAND FL	32720	LOT 57 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573034	700605000580	0100	Single Family	1	JONES RYAN			1297 BRAMLEY LN	DELAND FL	32720	LOT 58 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573042	700605000590	0100	Single Family	1	HOLLITZ RYAN C			1301 BRAMLEY LN	DELAND FL	32720	6-17-30 LOT 59 GLENWOOD SPRINGS PHASE 1 MB 52 PGS
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573051	700605000600	0100	Single Family	1	ESTRADA MARIVEL			1305 BRAMLEY LN	DELAND FL	32750	LOT 60 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573069	700605000610	0100	Single Family	1	LEWICKI EDWARD E JR			1304 BRAMLEY LN	DELAND FL	32720	LOT 61 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573077	700605000620	0100	Single Family	1	DYE TODD JAY			1300 BRAMLEY LN	DELAND FL	32720	LOT 62 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573085	700605000630	0100	Single Family	1	CAMPBELL TROY BRADLEY			1292 BRAMLEY LN	DELAND FL	32720	LOT 63 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573093	700605000640	0100	Single Family	1	GOLD BRUCE R			1288 BRAMLEY LN	DELAND FL	32720	LOT 64 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573107	700605000650	0100	Single Family	1	SWEARINGEN SARAH ANGELA			1301 ISLINGTON RD	DELAND FL	32720	LOT 65 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573115	700605000660	0100	Single Family	1	TATANG JULIA			1540 CLAPTON DR	DELAND FL	32720	LOT 66 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573123	700605000670	0100	Single Family	1	LOTT PATRICK S			1536 CLAPTON DR	DELAND FL	327200854	LOT 67 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573131	700605000680	0100	Single Family	1	BRADLEY TROY A			1532 CLAPTON DR	DELAND FL	32720	LOT 68 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573140	700605000690	0100	Single Family	1	COATS BEN			1528 CLAPTON DR	DELAND FL	32720	LOT 69 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573158	700605000700	0100	Single Family	1	GARRETSON TYLER L			1524 CLAPTON DR	DELAND FL	32720	LOT 70 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573166	700605000710	0100	Single Family	1	MANAOIS ANITA F			1520 CLAPTON DR	DELAND FL	32720	LOT 71 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573174	700605000720	0100	Single Family	1	JUARBE SANDOR			1516 CLAPTON DR	DELAND FL	32720	LOT 72 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573182	700605000730	0100	Single Family	1	OKEGBENRO ANTHONY			1512 CLAPTON DR	DELAND FL	32720	LOT 73 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573191	700605000740	0100	Single Family	1	IH3 PROPERTY FLORIDA LP		% ALTUS GROUP US INC	1717 MAIN ST STE 2000	DALLAS TX	75201	LOT 74 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573204	700605000750	0100	Single Family	1	SCHRIER MICHAEL H			1504 CLAPTON DR	DELAND FL	32720	LOT 75 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573212	700605000760	0100	Single Family	1	CROSBY JOHN L JR			1500 CLAPTON DR	DELAND FL	32720	LOT 76 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104- 110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573221	700605000770	0100	Single Family	1							LOT 77 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573239	700605000780	0100	Single Family	1	CARRASQUILLO SUSAN M			1320 WEYMOUTH DR	DELAND FL	32720	LOT 78 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110

"EXHIBIT A"

Volusia County Property Appraiser

June 1st Statutory NAVA List for Glenwood Springs Streetlighting - 2023 Tax Roll

PROJNO	PROJNAM	UNITS	2022 Rate	New Rate	AltKey	ParcelID	PC	PC_Description	#ResBldgs	OWN1	OWN2	CAREOF	ADDR1	ADDR3	ZIPCODE	LEGDESC
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573247	700605000790	0100	Single Family	1	BAXTER CHARLES			1316 WEYMOUTH DR	DELAND FL	33720	LOT 79 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573255	700605000800	0100	Single Family	1	BOLEY KYLE DEAN			1312 WEYMOUTH DR	DELAND FL	32720	LOT 80 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573263	700605000810	0100	Single Family	1	FEIJO LISA MARIE			1308 WEYMOUTH DR	DELAND FL	32720	LOT 81 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573271	700605000820	0100	Single Family	1	LANDRUM CHARLES			1304 WEYMOUTH DR	DELAND FL	32720	LOT 82 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573280	700605000830	0100	Single Family	1	MARZULLO FRANCIS X JR			1300 WEYMOUTH DR	DELAND FL	32720	LOT 83 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573298	700605000840	0100	Single Family	1	BHAGWANDASS RAJESH			1301 WEYMOUTH DR	DELAND FL	32720	LOT 84 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573301	700605000850	0100	Single Family	1	JOHNSON JEFFREY PAUL			1313 WEYMOUTH DR	DELAND FL	32720	LOT 85 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573310	700605000860	0100	Single Family	1	FEBLES ARMANDO			1317 WEYMOUTH DR	DELAND FL	32720	LOT 86 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573328	700605000870	0100	Single Family	1	SMITH VALEAKE G			1321 WEYMOUTH DR	DELAND FL	32720	LOT 87 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573336	700605000880	0100	Single Family	1	CONFROY ANDREA M			1505 CLAPTON DR	DELAND FL	32720	LOT 88 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573344	700605000890	0100	Single Family	1	JIMENEZ LUIS			1509 CLAPTON DR	DELAND FL	32720	LOT 89 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573352	700605000900	0100	Single Family	1	JACKSON GLORIA D			1513 CLAPTON DR	DELAND FL	32720	LOT 90 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573361	700605000910	0100	Single Family	1	KAZURI CAPITAL INC			6724 THORNHILL CIR	WINDERMERE FL	34786	LOT 91 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573379	700605000920	0100	Single Family	1	FKH SFR L L P			1850 PARKWAY PL STE 900	MARIETTA GA	30067	LOT 92 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573387	700605000930	0100	Single Family	1	PENTON SCOTT FENNON			1525 CLAPTON DR	DELAND FL	32720	LOT 93 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573395	700605000940	0100	Single Family	1	CASUL JOSELYN			1529 CLAPTON DR	DELAND FL	32720	LOT 94 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573409	700605000950	0100	Single Family	1	MALDONADO ABNER JOSE FIGUEROA			1533 CLAPTON DR	DELAND FL	32720	LOT 95 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573417	700605000960	0100	Single Family	1	FISHER DEBBIE H			PO BOX 4601	DELAND FL	32721	LOT 96 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573425	700605000970	0100	Single Family	1	LAWSON MARLA			1541 CLAPTON DR	DELAND FL	32720	LOT 97 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573433	700605000980	0100	Single Family	1	VALENCIA FABIO			1545 CLAPTON DR	DELAND FL	32720	LOT 98 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573441	700605000990	0100	Single Family	1	ABRAHAM LEILA			1549 CLAPTON DR	DELAND FL	32720	LOT 99 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573450	700605001000	0100	Single Family	1	SHENNETT STEVEN J TR	SHENNETT TERESA SUE TR		1553 CLAPTON DR	DELAND FL	32720	LOT 100 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573468	700605001010	0100	Single Family	1	NEWCOMB CHARLES C			1272 BRAMLEY LN	DELAND FL	32720	LOT 101 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573476	700605001020	0100	Single Family	1	MUELLER GABRIEL			1268 BRAMLEY LN	DELAND FL	32720	LOT 102 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573484	700605001030	0100	Single Family	1	GRAY RITA MCKINNON			1264 BRAMLEY LN	DELAND FL	32720	LOT 103 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573492	700605001040	0100	Single Family	1	WEST TERRY L			1260 BRAMLEY LN	DELAND FL	32720	LOT 104 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573506	700605001050	0100	Single Family	1	DAVIS MARIO			1256 BRAMLEY LN	DELAND FL	32720	LOT 105 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573514	700605001060	0100	Single Family	1	BERGERON DAVID			1252 BRAMLEY LN	DELAND FL	32724	LOT 106 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573522	700605001070	0100	Single Family	1	CURTIS ALFRED E TR	ALFRED E CURTIS REV TRUST 8-24-04		1248 BRAMLEY LN	DELAND FL	32720	LOT 107 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573531	700605001080	0100	Single Family	1	SUTTLE STEPHEN D			1566 HACKNEY TER	DELAND FL	32720	LOT 108 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573549	700605001090	0100	Single Family	1	PARKER KAITLIN M			1562 HACKNEY TER	DELAND FL	32720	LOT 109 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573557	700605001100	0100	Single Family	1	KAWSAR ABU			1558 HACKNEY TER	DELAND FL	32720	LOT 110 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573565	700605001110	0100	Single Family	1	HUTCHINSON TIFFANY DENISE			1554 HACKNEY TER	DELAND FL	327200859	LOT 111 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573573	700605001120	0100	Single Family	1	VISHKURTI LAMIKA			1550 HACKNEY TERR	DELAND FL	32720	LOT 112 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573581	700605001130	0100	Single Family	1	ZARMATI MAURICE M			1000 S POINTE DR APT 602	MIAMI FL	331397327	LOT 113 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573590	700605001140	0100	Single Family	1	GORDON VADRICKA DORKESE			1545 HACKNEY TER	DELAND FL	32720	LOT 114 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573603	700605001150	0100	Single Family	1	HARMS PATRICIA A			1549 HACKNEY TER	DELAND FL	32720	LOT 115 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573611	700605001160	0100	Single Family	1	EDWARDS LINDA L			1553 HACKNEY TER	DELAND FL	32720	LOT 116 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573620	700605001170	0100	Single Family	1	AMERICAN HOMES 4 RENT PROPERTIES	SEVEN LLC		23975 PARK SORRENTO STE 300	CALABASAS CA	91302	LOT 117 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573638	700605001180	0100	Single Family	1	DIFAZIO LISA MICHELLE			PO BOX 229242	GLENWOOD FL	32722	LOT 118 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573646	700605001190	0100	Single Family	1	CASSIDY DEBORAH K			1565 HACKNEY TER	DELAND FL	32720	LOT 119 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573654	700605001200	0100	Single Family	1	RIKER CHARLES E			1569 HACKNEY TER	DELAND FL	32720	LOT 120 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573662	700605001210	0100	Single Family	1	POWELL BRENDA G			1574 ALDRIDGE LN	DELAND FL	32720	LOT 121 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573671	700605001220	0100	Single Family	1	SCHNELL ELINOR K			1570 ALDRIDGE LN	DELAND FL	32720	LOT 122 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573689	700605001230	0100	Single Family	1	HANSON MIKE			1566 ALDRIDGE LN	DELAND FL	32720	LOT 123 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573697	700605001240	0100	Single Family	1	FANCHER CAROL S			1562 ALDRIDGE LN	DELAND FL	32720	LOT 124 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573701	700605001250	0100	Single Family	1	AR CHIN INVESTMENTS INC			201 W TARRINGTON DR	DELAND FL	32724	LOT 125 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573719	700605001260	0100	Single Family	1	REINECKE JOANNE M			1554 ALDRIDGE LN	DELAND FL	32720	LOT 126 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573727	700605001270	0100	Single Family	1	ZAVOSKEY TAHNEE LAYNE			1552 ALDRIDGE LN	DELAND FL	32720	LOT 127 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573735	700605001280	0100	Single Family	1	DEKOEYER DANIEL E			1548 ALDRIDGE LN	DELAND FL	32720	LOT 128 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573743	700605001290	0100	Single Family	1	PIANO CESAR Q			1544 ALDRIDGE LN	DELAND FL	32720	LOT 129 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573751	700605001300	0100	Single Family	1	HARRIS VICKI L			1540 ALDRIDGE LN	DELAND FL	32720	LOT 130 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573760	700605001310	0100	Single Family	1	PETERSON JOYCE MARY			1536 ALDRIDGE LN	DELAND FL	32720	LOT 131 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573778	700605001320	0100	Single Family	1	HOBBS PHILIP W			1532 ALDRIDGE LN	DELAND FL	32720	LOT 132 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573786	700605001330	0100	Single Family	1							LOT 133 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573794	700605001340	0100	Single Family	1	HILL CATHERINE J			5618 REVERE DR	PLAINFIELD IN	46168	LOT 134 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573808	700605001350	0100	Single Family	1	WALLACE-BOULRIS AMY J			1516 ALDRIDGE LN	DELAND FL	32720	LOT 135 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573816	700605001360	0100	Single Family	1	SEARS ERIC T			1512 ALDRIDGE LN	DELAND FL	32720	LOT 136 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573824	700605001370	0100	Single Family	1	CORMIER MARILYN			1508 ALDRIDGE LN	DELAND FL	32720	LOT 137 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573832	700605001380	0100	Single Family	1	LOVELAND ILEEN C			1504 ALDRIDGE LN	DELAND FL	32720	LOT 138 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573841	700605001390	0100	Single Family	1	LENNON DANIEL			1500 ALDRIDGE LN	DELAND FL	32720	LOT 139 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573859	700605001400	0100	Single Family	1	JABBAR MOHAMMED			1505 ALDRIDGE LN	DELAND FL	32720	LOT 140 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573867	700605001410	0100	Single Family	1	GRANT ERIC L			1509 ALDRIDGE LN	DELAND FL	32720	LOT 141 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573875	700605001420	0100	Single Family	1	PINKERTON ROSS ALAN			1513 ALDRIDGE LN	DELAND FL	32720	LOT 142 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573883	700605001430	0100	Single Family	1	OTOOLE PATRICIA ANN TR	ELIZABETH DEMPSEY REV LIV TRUST		1517 ALDRIDGE LN	DELAND FL	32720	LOT 143 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573891	700605001440	0100	Single Family	1	ROCKEL JOHN			402 BORDER RD	CONCORD MA	01742	LOT 144 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573905	700605001450	0100	Single Family	1	SRENG SREYBOTH HRYNKIEWICH			1516 LOUGHTON ST	DELAND FL	32720	LOT 145 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573913	700605001460	0100	Single Family	1	LEE RYAN C			1512 LOUGHTON ST	DELAND FL	32720	LOT 146 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573921	700605001470	0100	Single Family	1	CARLSON SABANIA C			1508 LOUGHTON ST	DELAND FL	32720	LOT 147 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573930	700605001480	0100	Single Family	1	ABANDO MARICHU C			1504 LOUGHTON ST	DELAND FL	32720	LOT 148 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573948	700605001490	0100	Single Family	1	FERUKU BUJAR			1505 LOUGHTON ST	DELAND FL	32720	LOT 149 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573956	700605001500	0100	Single Family	1	JELONEK ASHLEY B			1509 LOUGHTON ST	DELAND FL	32720	LOT 150 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573964	700605001510	0100	Single Family	1	DIMES SALEM J			1513 LOUGHTON ST	DELAND FL	32720	LOT 151 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573972	700605001520	0100	Single Family	1	TINDAL STEVEN NEAL			1517 LOUGHTON ST	DELAND FL	32720	LOT 152 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6573981	700605001530	0100	Single Family	1	POULTRY PRIDE INC			381 CADDIE DR	DEBARY FL	32713	LOT 153 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	GLENWOOD SPRINGS	1	58.48	58.96	6786925	700607001540	0100	Single Family	1	KIMBLE TERRI LEE			1309 BRAMLEY LN	DELAND FL	32720	LOT 154 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6786933	700607001550	0100	Single Family	1	BERNARDO MARY JANE JULIAN			1308 BRAMLEY LN	DELAND FL	32720	LOT 155 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6786941	700607001560	0100	Single Family	1	CHUA JINKY			1319 ISLINGTON RD	DELAND FL	32720	LOT 156 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR

"EXHIBIT A"

Volusia County Property Appraiser

June 1st Statutory NAVA List for Glenwood Springs Streetlighting - 2023 Tax Roll

PROJNO	PROJNAM	UNITS	2022 Rate	New Rate	AltKey	ParcelID	PC	PC_Description	#ResBldgs	OWN1	OWN2	CAREOF	ADDR1	ADDR3	ZIPCODE	LEGDESC
3360	GLENWOOD SPRINGS	1	58.48	58.96	6786950	700607001570	0100	Single Family	1	PEEL STEPHANIE J			1315 ISLINGTON RD	DELAND FL	32720	LOT 157 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6786968	700607001580	0100	Single Family	1	BARBUITO ANTHONY J			1309 ISLINGTON RD	DELAND FL	32720	LOT 158 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6786976	700607001590	0100	Single Family	1	JONES ISAAC			1305 ISLINGTON RD	DELAND FL	32720	LOT 159 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR
3360	GLENWOOD SPRINGS	1	58.48	58.96	6786984	700607001600	0100	Single Family	1	PAGAYA SMARTRESI F1 FUND PROPERTY	OWNER IV LLC		90 PARK AVE 31ST FLOOR	NEW YORK NY	10016	LOT 160 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6786992	700607001610	0100	Single Family	1	AR CHIN INVESTMENTS INC			201 W TARRINGTON DR	DELAND FL	32724	LOT 161 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787000	700607001620	0100	Single Family	1	HOTTINGER COLLEEN			1535 TEDDINGTON ST	DELAND FL	32720	LOT 162 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787018	700607001630	0100	Single Family	1	GLICK CRAIG ALLEN			1531 TEDDINGTON ST	DELAND FL	32720	LOT 163 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787026	700607001640	0100	Single Family	1	GEORGE GWENDELYN F			1527 TEDDINGTON ST	DELAND FL	32720	LOT 164 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787034	700607001650	0100	Single Family	1	PARTE ROBERT G			1523 TEDDINGTON ST	DELAND FL	32720	LOT 165 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787042	700607001660	0100	Single Family	1	HELTON MARLON			1519 TEDDINGTON ST	DELAND FL	32720	LOT 166 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787051	700607001670	0100	Single Family	1	GONZALEZ RAUL JR			1515 TEDDINGTON ST	DELAND FL	32720	LOT 167 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787069	700607001680	0100	Single Family	1	RILEY TERENCE C			1511 TEDDINGTON ST	DELAND FL	32720	LOT 168 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787077	700607001690	0100	Single Family	1	CHEN DENGKE			1507 TEDDINGTON ST	DELAND FL	32720	LOT 169 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787085	700607001700	0100	Single Family	1	LEWIS ANN MARIE			1503 TEDDINGTON ST	DELAND FL	32720	LOT 170 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787093	700607001710	0100	Single Family	1	GRACZYK RICHARD E			1328 WEYMOUTH DR	DELAND FL	32720	LOT 171 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787107	700607001720	0100	Single Family	1	LIPARI FRANK			1332 WEYMOUTH DR	DELAND FL	32720	LOT 172 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787115	700607001730	0100	Single Family	1	PENNEKAMP JOHN D III			1336 WEYMOUTH DR	DELAND FL	32720	LOT 173 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787123	700607001740	0100	Single Family	1	JACOBS MICHAEL D			1340 WEYMOUTH DR	DELAND FL	32720	LOT 174 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787131	700607001750	0100	Single Family	1	BECK JOSEPH LLOYD MOORE			1502 TEDDINGTON ST	DELAND FL	32720	LOT 175 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787140	700607001760	0100	Single Family	1	HAUGHWOUT KATIE L			1506 TEDDINGTON ST	DELAND FL	32720	LOT 176 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787158	700607001770	0100	Single Family	1	DEMEO ANNE M			1510 TEDDINGTON ST	DELAND FL	32720	LOT 177 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787166	700607001780	0100	Single Family	1	KNOP STEVEN B			1514 TEDDINGTON ST	DELAND FL	32720	LOT 178 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787174	700607001790	0100	Single Family	1	CROSBY LORRAINE E			1518 TEDDINGTON ST	DELAND FL	32720	LOT 179 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787182	700607001800	0100	Single Family	1	BRODY NORA			1522 TEDDINGTON ST	DELAND FL	32720	LOT 180 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787191	700607001810	0100	Single Family	1	ADKINS DANNY E & DENISE TR			1528 TEDDINGTON ST	DELAND FL	32720	LOT 181 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787204	700607001820	0100	Single Family	1	GARCIA-CRESPO ANGEL A			1530 TEDDINGTON ST	DELAND FL	32720	LOT 182 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787212	700607001830	0100	Single Family	1	PUGH JOHN W			1534 TEDDINGTON ST	DELAND FL	32720	LOT 183 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787221	700607001840	0100	Single Family	1	FRAGE RACHELLE			1538 TEDDINGTON ST	DELAND FL	32720	LOT 184 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787239	700607001850	0100	Single Family	1	KOPPERNOLLE CHARLES			1542 TEDDINGTON ST	DELAND FL	32720	LOT 185 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787247	700607001860	0100	Single Family	1	BOZEMAN MICHAEL			1541 LANCASHIRE WAY	DELAND FL	32720	LOT 186 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787255	700607001870	0100	Single Family	1	BANTNER BRITTANY N			1537 LANCASHIRE WAY	DELAND FL	32720	LOT 187 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787263	700607001880	0100	Single Family	1	ZBOROWSKI EDWARD			1533 LANCASHIRE WAY	DELAND FL	32720	LOT 188 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787271	700607001890	0100	Single Family	1	RIVAS ARLENE			1529 LANCASHIRE WAY	DELAND FL	32720	LOT 189 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787280	700607001900	0100	Single Family	1	BLACKWELL MARGARET			1525 LANCASHIRE WAY	DELAND FL	32720	LOT 190 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787298	700607001910	0100	Single Family	1	GONZALEZ CARLO			1521 LANCASHIRE WAY	DELAND FL	32720	LOT 191 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787301	700607001920	0100	Single Family	1	DISTEFANO CRAIG J			1517 LANCASHIRE WAY	DELAND FL	32720	LOT 192 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787310	700607001930	0100	Single Family	1	SFR JV-2 NTL BORROWER LLC		TRICON AMERICAN HOMES LLC	15771 RED HILL AVE STE 100	TUSTIN CA	92780	LOT 193 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787328	700607001940	0100	Single Family	1	ROTTMANN GISELA J			1509 LANCASHIRE WAY	DELAND FL	32720	LOT 194 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787336	700607001950	0100	Single Family	1	COWSERT LISA M			1505 LANCASHIRE WAY	DELAND FL	32720	LOT 195 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787344	700607001960	0100	Single Family	1	BEINHAUER RICHARD C			2820 WASHINGTON RD	CANONSBURG PA	15317	LOT 196 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787352	700607001970	0100	Single Family	1	PRICE JAMES WAYNE			1500 LANCASHIRE WAY	DELAND FL	32720	LOT 197 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787361	700607001980	0100	Single Family	1	POWERS STEPHANIE Y			1504 LANCASHIRE WAY	DELAND FL	32720	LOT 198 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787379	700607001990	0100	Single Family	1	PEACOCK PATRICIA M			1508 LANCASHIRE WAY	DELAND FL	32720	LOT 199 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787387	700607002000	0100	Single Family	1	RILEY CAROL J			112 WATERFORD LN	NORTH SPRINGFIELD VT	05150	LOT 200 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787395	700607002010	0100	Single Family	1	KNOP STEVEN B			1514 TEDDINGTON ST	DELAND FL	32720	LOT 201 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787409	700607002020	0100	Single Family	1	FORBES KIMBERLY			1520 LANCASHIRE WAY	DELAND FL	32720	LOT 202 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787417	700607002030	0100	Single Family	1	GOLDEN MARY E			1524 LANCASHIRE WAY	DELAND FL	32720	LOT 203 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787425	700607002040	0100	Single Family	1	KEIN SHIRLEY LARUE TR			1528 LANCASHIRE WAY	DELAND FL	32720	LOT 204 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787433	700607002050	0100	Single Family	1	HERNANDEZ FERNANDO EST			1532 LANCASHIRE WAY	DELAND FL	32720	LOT 205 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787441	700607002060	0100	Single Family	1	BRAUER MARY P			1536 LANCASHIRE WAY	DELAND FL	32720	LOT 206 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787450	700607002070	0100	Single Family	1	RENTERIA MOJICA OLIVERIO			1540 LANCASHIRE WAY	DELAND FL	32720	LOT 207 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787468	700607002080	0100	Single Family	1	ROSA EDGARDO			1544 LANCASHIRE WAY	DELAND FL	32720	LOT 208 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787476	700607002090	0100	Single Family	1	KING SHANNON ZABELE			1548 LANCASHIRE WAY	DELAND FL	32720	LOT 209 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787484	700607002100	0100	Single Family	1	BAGGETT THOMAS H			1332 BRAMLEY LN	DELAND FL	32720	LOT 210 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787492	700607002110	0100	Single Family	1	CATES MICHAEL J			1336 BRAMLEY LN	DELAND FL	32720	LOT 211 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787506	700607002120	0100	Single Family	1	GINES MARIO			1319 BRAMLEY LN	DELAND FL	32720	LOT 212 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
3360	GLENWOOD SPRINGS	1	58.48	58.96	6787514	700607002130	0100	Single Family	1	JOHNSON ADAM L			1315 BRAMLEY LN	DELAND FL	32720	LOT 213 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95
	Total Units & Amt:	**213**		**$12,558.48**	**New Rate**											

CITY OF DELAND
Request for Commission Action
August 7, 2023

SUBJECT: Resolution re Surplus Equipment.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS: Resolution, Department Head Memo

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

SUMMARY/HIGHLIGHT:

The proposed resolution declares certain equipment as surplus and authorizes the City Manager to dispose of same.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The proceeds from the sale of surplus equipment are included as revenue in the budget.

RECOMMENDATION:

It is recommended that the City Commission adopt the resolution declaring the equipment surplus and authorizing its disposal as set forth therein.

BACKGROUND/DISCUSSION:

N/A

RESOLUTION 2023 –

A RESOLUTION BY THE CITY OF DELAND; FLORIDA, DECLARING CERTAIN PROPERTY SURPLUS; AUTHORIZING DISPOSAL OF THE PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the disposal of tangible surplus property is authorized by Section 274.06, Florida Statutes; and

WHEREAS, the City Commission hereby finds that the below property is either: obsolete and the continued use of it is uneconomical or inefficient; that it serves no useful function; and/or that it is irreparable; and

WHEREAS, the City Commission hereby finds that it is in the best interests of the City to dispose of said surplus property;

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

Section 1. The following described property is hereby declared surplus, and the City Manager is hereby authorized to dispose of the surplus property in a manner provided by law and to remove the surplus property from the City's fixed assets:

UTILITIES DEPT/ASSET NO.	VEHICLE # CITY WORKS ID		MAKE/MODEL		VIN/SERIAL NO.
4205	3422	Sludge Pump #1	Moyno 2000		MO 3066884 MR
4205	3423	Sludge Pump #2	Moyno 2000		MO 3068852-2 MR
4205	3424	Sludge Pump #3	Moyno 2000		MO 3056620 LV
4205	5707	Autoclave	Tuttnauer 2540EA		15070562
N/A	N/A	P7100 Hand Held Radio/W Charger	M/A COM	MAHT-T81NX	9153717
N/A	N/A	P7100 Hand Held Radio/W Charger	M/A COM	MAHT-T81NX	9153492
N/A	N/A	P7100 Hand Held Radio/W Charger	M/A COM	MAHT-T81NX	9153489
N/A	N/A	P7100 Hand Held Radio/W Charger	M/A COM	MAHT-T81NX	9153613
N/A	N/A	P7100 Hand Held Radio/W Charger	M/A COM	MAHT-T81NX	9153681
N/A	N/A	P7100 Hand Held Radio/W Charger	M/A COM	MAHT-T81NX	9153617
N/A	N/A	P7100 Hand Held Radio/W Charger	M/A COM	MAHT-T81NX	9153495
N/A	N/A	P7100 Hand Held Radio/W Charger	M/A COM	MAHT-T81NX	9153494
N/A	N/A	P7100 Hand Held Radio/W Charger	M/A COM	MAHT-T81NX	9153714
N/A	N/A	P7100 Hand Held Radio/W Charger	M/A COM	MAHT-T81NX	9153681
N/A	N/A	P7100 Hand Held Vehicle Charger	M/A COM		CH-104560-026
N/A	N/A	P7100 Hand Held Vehicle Charger	M/A COM		CH-104560-026
N/A	N/A	P5400 Hand Held Radio/W Charger	HARRIS	MAEX-C81XX	A40110002528
N/A	N/A	P5400 Hand Held Radio/W Charger	HARRIS	MAEX-C81XX	A4011000252A
N/A	N/A	P5400 Hand Held Radio/W Charger	HARRIS	MAEX-C81XX	A40110002B4D
N/A	N/A	P5400 Hand Held Radio/W Charger	HARRIS	MAEX-C81XX	A40110002B4F
N/A	N/A	P5400 Hand Held Radio/W Charger	HARRIS	MAEX-C81XX	A40110002C23
N/A	N/A	P5400 Hand Held Radio/W Charger	HARRIS	MAEX-C81XX	A40110002C24
N/A	N/A	P5400 Hand Held Radio/W Charger	HARRIS	MAEX-C81XX	A40110002529
N/A	N/A	P5500 Hand Held Radio/W Charger	HARRIS	EX55-PBU8B	A4012A00117A
N/A	N/A	P5500 Hand Held Radio/W Charger	HARRIS	EX55-PBU8B	A4012A00117B
N/A	N/A	P5500 Hand Held Radio/W Charger	HARRIS	EX55-PBU8B	A4012A001181
N/A	N/A	P5500 Hand Held Radio/W Charger	HARRIS	EX55-PBU8B	A4012A00117C
N/A	N/A	P5500 Hand Held Radio/W Charger	HARRIS	EX55-PBU8B	A4012A001179
N/A	N/A	Mobile Car Radio	M/A COM	MAHG-N8MXX	9199013
N/A	N/A	Mobile Car Radio	M/A COM	MAHG-N8MXX	9208241

N/A	N/A	Mobile Car Radio	M/A COM	MAHG-N8MXX	9203161
N/A	N/A	Mobile Car Radio	M/A COM	MAHG-N8MXX	9203028
N/A	N/A	Mobile Car Radio	M/A COM	MAHG-N8MXX	9199093
N/A	N/A	Mobile Car Radio	M/A COM	MAHG-N8MXX	9203161
N/A	N/A	Mobile Car Radio	M/A COM	MAHG-N8MXX	9203028
N/A	N/A	Mobile Car Radio	Ericsson	KRD103141/21 R5B	407771
N/A	N/A	Mobile Car Radio	ASTRON	SL-15R	204020016
N/A	N/A	Hand Held Spare Batteries (5)	M/A COM	C11-JAG-XHC	None

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

PASSED AND ADOPTED this 7th day of August, 2023.

_____
Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

M E M O R A N D U M

Date: May 22, 2023

To: Julie Hennessy, City Clerk

From: Jim Ailes, Utilities Director

Re: Surplus Equipment

Listed below is equipment that I need to surplus on the next City Commission Agenda on June 19, if at all possible.

Dept.	Asset #	Description	Make	Model	Serial #
4205	3422	Sludge Pump #1	Moyno 2000		MO 3066884 MR
4205	3423	Sludge Pump #2	Moyno 2000		MO 3068852-2 MR
4205	3424	Sludge Pump #3	Moyno 2000		MO 3056620 LV
4205	5707	Autoclave	Tuttnauer	2540EA	15070562
UNK	NONE	P7100 Hand Held Radio/W Charger	M/A COM	MAHT-T81NX	9153717
UNK	NONE	P7100 Hand Held Radio/W Charger	M/A COM	MAHT-T81NX	9153492
UNK	NONE	P7100 Hand Held Radio/W Charger	M/A COM	MAHT-T81NX	9153489
UNK	NONE	P7100 Hand Held Radio/W Charger	M/A COM	MAHT-T81NX	9153613
UNK	NONE	P7100 Hand Held Radio/W Charger	M/A COM	MAHT-T81NX	9153681
UNK	NONE	P7100 Hand Held Radio/W Charger	M/A COM	MAHT-T81NX	9153617
UNK	NONE	P7100 Hand Held Radio/W Charger	M/A COM	MAHT-T81NX	9153495
UNK	NONE	P7100 Hand Held Radio/W Charger	M/A COM	MAHT-T81NX	9153494
UNK	NONE	P7100 Hand Held Radio/W Charger	M/A COM	MAHT-T81NX	9153714
UNK	NONE	P7100 Hand Held Radio/W Charger	M/A COM	MAHT-T81NX	9153681
UNK	NONE	P7100 Hand Held Vehicle Charger	M/A COM		CH-104560-026
UNK	NONE	P7100 Hand Held Vehicle Charger	M/A COM		CH-104560-026
UNK	NONE	P5400 Hand Held Radio/W Charger	HARRIS	MAEX-C81XX	A40110002528
UNK	NONE	P5400 Hand Held Radio/W Charger	HARRIS	MAEX-C81XX	A4011000252A
UNK	NONE	P5400 Hand Held Radio/W Charger	HARRIS	MAEX-C81XX	A40110002B4D
UNK	NONE	P5400 Hand Held Radio/W Charger	HARRIS	MAEX-C81XX	A40110002B4F
UNK	NONE	P5400 Hand Held Radio/W Charger	HARRIS	MAEX-C81XX	A40110002C23
UNK	NONE	P5400 Hand Held Radio/W Charger	HARRIS	MAEX-C81XX	A40110002C24
UNK	NONE	P5400 Hand Held Radio/W Charger	HARRIS	MAEX-C81XX	A40110002529
UNK	NONE	P5500 Hand Held Radio/W Charger	HARRIS	EX55-PBU8B	A4012A00117A
UNK	NONE	P5500 Hand Held Radio/W Charger	HARRIS	EX55-PBU8B	A4012A00117B
UNK	NONE	P5500 Hand Held Radio/W Charger	HARRIS	EX55-PBU8B	A4012A001181
UNK	NONE	P5500 Hand Held Radio/W Charger	HARRIS	EX55-PBU8B	A4012A00117C
UNK	NONE	P5500 Hand Held Radio/W Charger	HARRIS	EX55-PBU8B	A4012A001179
UNK	NONE	Mobile Car Radio	M/A COM	MAHG-N8MXX	9199013
UNK	NONE	Mobile Car Radio	M/A COM	MAHG-N8MXX	9208241
UNK	NONE	Mobile Car Radio	M/A COM	MAHG-N8MXX	9203161
UNK	NONE	Mobile Car Radio	M/A COM	MAHG-N8MXX	9203028
UNK	NONE	Mobile Car Radio	M/A COM	MAHG-N8MXX	9199093
UNK	NONE	Mobile Car Radio	M/A COM	MAHG-N8MXX	9203161

Dept.	Asset #	Description	Make	Model	Serial #
UNK	NONE	Mobile Car Radio	M/A COM	MAHG-N8MXX	9203028
UNK	NONE	Mobile Car Radio	Ericsson	KRD103141/21 R5B	407771
UNK	NONE	Mobile Car Radio	ASTRON	SL-15R	204020016
UNK	NONE	Hand Held Spare Batteries (5)	M/A COM	C11-JAG-XHC	None

Please contact me if you should have any questions.

CC. Chad Gamble, Public Services Dir.
Nick Segel, Budget Manager
Julia Hewitt, Deputy City Clerk

CITY OF DELAND
Request for Commission Action
August 7, 2023

SUBJECT: Resolution Approving Sole Source Purchase of a New Pierce Saber Fire Engine and a New Pierce Fire Ladder Truck.

DEPARTMENT: Fire

PREPARED BY: Todd Allen, Fire Chief

ATTACHMENTS: Resolution, 1 Deland Saber Pumper Proposal, 1 Deland Enforcer 75 HAL Proposal

APPROVED BY: Michael Pleus, City Manager, July 31, 2023

SUMMARY/HIGHLIGHT:

The purpose of this Request for Commission Action is to obtain permission to enter into a purchase agreement with Ten-8 Fire & Safety. Ten-8 Fire & Safety has notified staff that there will be a price increase on two vehicles the Fire Department has budgeted in FY 23/24 that will take place before the budget is approved. In order to lock in the original pricing, Ten-8 Fire & Safety will require a commitment from the City in the form of the attached signed agreement. The two vehicles that we are requesting; a Pierce Saber Pumper Engine will be placed at Station 82 to replace the current engine that will be placed in reserve and a Pierce single-axle Fire Ladder Truck will be placed at Station 83 as Ladder 83 to accommodate future apartment complexes and distribution centers in Station 83's first-due area. These two apparatuses are needed to keep up with the population and structure growth in the service areas.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Maintaining a Safe Community.

SUSTAINABILITY:

Safety and Security.

FISCAL IMPACT:

While there is no immediate fiscal impact upon approving this agreement, purchase of the vehicles will result in a total obligation of: Fire Engine (Pierce Saber) with a 1500GPM pump and 500-Gal water tank- $736,776.00 with an approximate build and delivery time of 25-28 months and a Single axle Fire Ladder Truck (Pierce) with a 75-foot straight stick ladder, 1500GPM pump, 300-500-Gal water tank and associated equipment- $1,288,603.00 with an approximate build and delivery time of 33-36 months. Both of these are included in the FY 23/24 Budget.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached purchase proposals (2) to enter agreement with Ten-8 Fire & Safety to obtain a new Pierce Saber Fire Engine and a new Pierce Fire Ladder Truck with a sole source resolution as well.

BACKGROUND/DISCUSSION:

Purchase a new single axle Fire Ladder Truck (Pierce) with a 75-foot straight stick ladder, 1500GPM pump,

300-500-Gal water tank and associated equipment. This ladder truck would go into service at Fire Station 83 as Ladder 83. We have seen the Fire Station 83 response area explode in growth and population and we need to staff another response vehicle in that area to ensure our travel distance times from increased traffic and concurrent calls remains at the current 6-8 minutes in the 90th percentile. In addition, there are other proposed projects that could bring further commercial, apartment-style residential and single-family residences that will require fire and medical coverage. Our ISO rating currently stipulates we remain current on our travel distances and time to calls. The ladder truck is indicated when we begin to see structures over 35', which we will with the proposed apartment complexes and distribution centers in Station 83's first-due area.

Purchase a new Fire Engine (Pierce Saber) with a 1500GPM pump and a 500-Gal water tank. This fire engine would go into service at Fire Station 82, as Engine 82. The need is to ensure our fleet remains up to date and ready to respond to the growing community's needs. The current Engine 82 would go into reserve status and ensure that we have a dependable reserve engine when our front-line engines are in for routine maintenance. In addition, during storm activations, our reserve fleet is manned by the additional personnel we bring on duty to manage the increased call volume from the storms.

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 Fire Department needs to purchase two fire engines, specifically one pumper truck and one ladder truck; and

WHEREAS, the Fire Department utilizes fire apparatus manufactured by Pierce Manufacturing and must procure new fire engines manufactured by Pierce for the standardization of its fleet; and

WHEREAS, Ten-8 Fire & Safety, LLC is the sole authorized dealer of Pierce fire trucks in Florida; and

WHEREAS, the City Commission desires to authorize the purchase of the two fire engines pursuant to the two purchase contracts attached hereto.

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 fire apparatus from Ten-8 Fire & Safety, 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 is Ten-8 Fire & Safety, LLC.

(c). The attached purchase agreements are hereby incorporated herein as a substantive part of this Resolution and approved for execution and payment.

Section 3. Implementing administrative actions.

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

Section 4. Savings.

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

Section 5. Conflicts.

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

Section 6. Severability.

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

Section 7. Effective Date.

This Resolution is executed this 7th day of August, 2023 and shall become effective immediately.

_____
Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

IN SERVICE TO SERVE YOU

Equipment Proposal

Proposal # 201

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: July 20, 2023 ("Proposal Date") **Customer: Deland Fire Department** ("Customer")

Customer Address: 343 W Howry Avenue, DeLand, FL 32720

Qty	Product Description & Options	Price
1	**Pierce Saber Pumper per the City of Deland Fire Department's specifications. This proposal is being offered by accessing Sourcewell #113021. City of DeLand Sourcewell ID# 25818.** **Option: Discount for prefunding apparatus contract at time of order, deduct $26,722.00 from the contract price. A 100% performance bond will be supplied at no additional charge.** **This specification qualifies for Pierce's "Build My Pierce" program.**	**$736,776.00**
**Commercial chassis price is an estimate; final price is net price charged by the chassis manufacturer.	**Total:**	**$736,776.00**

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately **25-28** (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: Price quoted includes a preconstruction and final inspection trip to the factory in Bradenton, Florida for Deland Fire Department personnel.

Unless accepted within **30** days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: **Deland Fire Department**

By: _____

Title: _____

Print: _____

Date: _____

Ten-8 Fire & Safety, LLC

By:

Title: **Authorized Sales Representative**

Print: **Robert S. Wallace**

Date: **7/20/2023**

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.
   a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
   b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.
   c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
   d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
   e. **"Manufacturer"** means the Manufacturer of any Product.
   f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
   g. **"Product"** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
   h. **"Purchase Price"** means the Total price set forth in the Quotation, adjusted for the final net price for the chassis charged by the original equipment manufacturer set forth in the final invoice submitted to the Company by the manufacturer.
   i. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
   j. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

   a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

   b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.

8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.

   a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.

14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.

15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

IN SERVICE TO SERVE YOU

Equipment Proposal

Proposal # 895

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: July 20, 2023 ("Proposal Date") **Customer: Deland Fire Department** ("Customer")

Customer Address: 343 W Howry Avenue, DeLand, FL 32720

Qty	Product Description & Options	Price
1	**Pierce Enforcer 75 HAL Aerial per the City of Deland Fire Department's specifications. This proposal is being offered by accessing Sourcewell #113021. City of Deland Sourcewell ID# 25818.** **Option: Discount for prefunding apparatus contract at time of order, deduct $54,976.00 from the contract price. A 100% performance bond will be supplied at no additional charge.** **This specification qualifies for Pierce's "Build My Pierce" program.**	**$1,288,603.00**
**Commercial chassis price is an estimate; final price is net price charged by the chassis manufacturer.	**Total:**	**$1,288,603.00**

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately **33-36** (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: Price quoted includes a preconstruction and final inspection trip to the factory in Appleton, Wisconsin for Deland Fire Department personnel.

Unless accepted within **30** days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: **Deland Fire Department**

By: _____

Title: _____

Print: _____

Date: _____

Ten-8 Fire & Safety, LLC

By:

Title: **Authorized Sales Representative**

Print: **Robert S. Wallace**

Date: **7/20/2023**

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.
   a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
   b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.
   c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
   d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
   e. **"Manufacturer"** means the Manufacturer of any Product.
   f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
   g. **"Product"** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
   h. **"Purchase Price"** means the Total price set forth in the Quotation, adjusted for the final net price for the chassis charged by the original equipment manufacturer set forth in the final invoice submitted to the Company by the manufacturer.
   i. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
   j. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

   a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

   b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.

8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.

   a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.

14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.

15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

CITY OF DELAND
Request for Commission Action
August 7, 2023

SUBJECT: Consideration re Contract with the Cigna Dental Group for FY 2023-2025.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS: Cigna Rate Guarantee Letter

APPROVED BY: Michael Pleus, City Manager, August 3, 2023

SUMMARY/HIGHLIGHT:

The City of DeLand's Insurance Committee is desirous to change dental providers and move the City's coverage to the Cigna Dental Group for FY 2023-2025. Cigna is a top tier dental provider with a broad network of providers and less expensive costs for the work force and the City. Cigna has provided a written price guarantee, and the City's professional staff understand the benefits that will be provided for that price, but due to timing constraints, Brown & Brown, the City's agent of record, has been unable to provide the contract from Cigna that the City will be asked to execute. As such, this approval will be subject to the City Attorney's and other City staff members' approval of the contract form.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

High Value Government

FISCAL IMPACT:

The estimated cost to the City will be $152,000.00 and is included in the proposed FY 23/24 Budget. This is based on the assumption/estimate of the same employees accepting the lower PPO plan with the new provider.

RECOMMENDATION:

It is recommended the City Commission approve the contract with Cigna Dental provider for coverage from October 1, 2023-September 30, 2025.

BACKGROUND/DISCUSSION:

In February 2023, the City's Insurance committee met to discuss the dental group provider Delta Dental. The committee discussed the lack of general care dentists in our area and the fact that two local dentists submitted written documentation stating that they were no longer accepting Delta Dental. During this discussion with Brown and Brown (BB) City's Agent of Record (AOR) it was decided to release RFP for dental coverage. The City's purchasing manager released the RFP in April 2023 and six companies submitted bids. The companies were: Aflac, Cigna, Delta Dental, Florida Combined Life, Humana and MetLife. The committee met again in June with BB to go over the proposals and review options and provider networks. The committee unanimously decided to move to the Cigna Dental group. This group provides a wide range of dental providers in the area and their premium costs are less expensive than the current provider. With the City paying for the low range

PPO plan, the cost to the City is approximately $152K. This cost is an estimate based on current enrollees with the current dental provider. Open Enrollment will take place in August and September of this year.

July 24, 2023

City of DeLand
120 S Florida Avenue
DeLand, FL 32720

RFP: BID NUMBER: RFP-23-03

BID TITLE: Group Dental Insurance – Citywide

Thank you for inviting Cigna to submit information on a dental program for the City of DeLand.

Cigna is proud to be the dental benefits administrator for the City of DeLand effective October 1, 2023, and we feel most qualified to serve the City of DeLand in that capacity. Cigna will work closely with the City of DeLand to successfully implement and administer a dental plan that delivers employee satisfaction, ease of administration and cost savings through Cigna's rigorous cost-management measures. Cigna is pleased to offer the following proposal to the City of DeLand.

	High Plan	Low Plan	DHMO
Product	PPO	PPO	DHMO
Funding Method	Fully Insured	Fully Insured	Fully Insured
Guarantee Period	2 Years	2 Years	2 Years
Renewal Date	10-1-2025	10-1-2025	10-1-2025
Rates	Enrollee only: $19.66 Enrollee and 1 Dependent: $43.24 Family: $63.61	Enrollee only: $28.09 Enrollee and 1 Dependent: $61.77 Family: $90.87	Enrollee only: $13.26 Enrollee and 1 Dependent: $24.61 Family: $47.11

Cigna has enclosed copies of the proposed dental benefits described above.

Please allow this letter to sever as notification of the rate guarantee period.

We appreciate the privilege to partner with the City of DeLand and are prepared to administer their dental benefits. Should you have any question please feel free to contact us.

Sincerely,

Morris Dean Mirabella, Vice President
Cigna

Christopher Cloudman, Mayor
City of DeLand

Darren J. Elkind
City Attorney

Julie Hennessy
City Clerk

Enclosure

CITY OF DELAND
Request for Commission Action
August 7, 2023

SUBJECT: Consideration re New Ground Lease Agreement, Aero Affinity Holding, LLC.

DEPARTMENT: Airport

PREPARED BY: John Eiff, Airport Manager

ATTACHMENTS: Ground Lease Agreement Aero Affinity Holdings -1

APPROVED BY: Michael Pleus, City Manager, July 31, 2023

SUMMARY/HIGHLIGHT:

Aero Affinity Holding, LLC., an established airport tenant at the DeLand Airport, wants to enter into a ground lease agreement for Lots #4 & 5 in the Sport Aviation Village at 1595 Sport Aviation Way. They plan to construct a hangar and develop an aviation company with multiple components in accordance with the DeLand Airport minimum standards section 4.14, which provides but is not limited to aircraft brokerage, flight training, and aircraft maintenance.

The attached new Ground Lease Agreement, if approved, will provide a lease term of 20 years with two successive renewals of 15 years. Terms and conditions of the new leases are similar to those currently required of other airport tenants.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

n/a

FISCAL IMPACT:

The rent proposed under the new lease is an annual rent of $12,677.28 per year or $1,056.44 per month, subject to payment of applicable taxes and annual cost of living adjustments.

RECOMMENDATION:

Staff recommends that the City Commission approve the New Ground Lease Agreement with Aero Affinity Holding, LLC.

BACKGROUND/DISCUSSION:

N/A

GROUND LEASE AGREEMENT

The City of DeLand, a Florida municipal corporation (hereinafter referred to as "Lessor"), and Aero Affinity Holding, LLC., a Florida Limited Liability Company, with its principal place of business at 1595 Sport Aviation Way, DeLand, Florida 32724 (hereinafter referred to as "Lessee"), in consideration of the mutual terms and conditions of this Ground Lease Agreement (hereinafter referred to as the "Agreement"), dated this 1st day of September, 2023**,** hereby agree as follows:

Section 1. Property. Lessor hereby leases to Lessee 1.04 acres of land described in the attached Exhibit A, which is located at 1595 Sport Aviation Way, the DeLand Municipal Airport in Volusia County, Florida (hereinafter referred to as the "premises" or "leased premises"). Any use of the airport outside of the leased premises shall be in accordance with any fee schedules or other regulations, rules or policies adopted by Lessor.

Section 2. Term. This Agreement shall be for a term of 20 years, beginning September 1, 2023 and ending on August 31, 2043, unless sooner terminated as provided below.

Section 3. Purposes. The premises shall be used for Multiple Commercial Activities in accordance with Section 4.14 of the DeLand Municipal Airport Minimum Standards. Lessee shall be entitled to install aircraft engines and assemble aircraft at the leased premises. Lessee shall make no unlawful, improper or offensive use of the premises.

Section 4. Renewals. So long as Lessee is completely current with its rent payments and is otherwise in full compliance with all of the terms, covenants and conditions of this Agreement, Lessee shall have the right and option to renew this Agreement, upon proper notice, for two (2) successive terms of 15 years each under the same terms and conditions as the initial term of this Agreement, except as those terms and conditions may be modified in accordance with this Agreement. Written notice of Lessee's intention to renew shall be sent to Lessor not less than 90 days and not more than 180 days prior to the expiration date of the initial term of this Agreement and any renewal of this Agreement.

Section 5. Rent. Lessee shall pay Lessor as base rent for the premises the sum of $12,677.28 annually, payable in twelve (12) equal monthly installments of $1,056.44, due in advance on the first day of each month. Rent will commence upon the earlier of September 1, 2024 or receipt of a certificate of occupancy for development on the leased premises. All rent payments are subject to state and/or local sales' taxes at the rate or rates then in effect, which shall be due and payable at the same time as the rent installments. This base rent shall be modified as follows:

A. Annual cost of living adjustments. At the conclusion of the second year of this Agreement, and every year of this Agreement thereafter, the rent payable by lessee shall be adjusted for the following year in accordance with this subsection; provided, however, that in no event shall the annual rent payable by Lessee be less than the base rent reserved in the preceding paragraph of this section; and provided further, however, that in no event shall any annual adjustment be less than 3% nor more than 6%. On May 1st of each year during the initial term or any renewal of this Agreement, Lessor shall use the latest available publications promulgated by the U.S. Department of Labor to determine the average annual change in the Cost of Living Index (All Urban Consumers) for the twelve (12) months immediately preceding that date for which data is available. On or before June 1st of each year, Lessor shall send Lessee written notice of the average annual change in the Cost of Living Index and the required adjustment, if any, in annual rent and monthly installments. The annual cost of living adjustment shall be determined by applying the change in the Consumer Price Index to Lessee's annual rent at the time the notice is sent and shall become effective for the following year beginning on the yearly anniversary date of this Agreement; provided, however, that in no event shall the annual rent payable by Lessee be less than the base rent reserved in the preceding paragraph of this Section; and provided further, however, that in no event shall any annual adjustment be less than 3% nor more than 6%.

B. Redetermination of rent for renewal term. At the end of the initial term or any renewal term of this Agreement, Lessor, in its sole discretion and at its sole option, may notify Lessee that the base rent to be paid by Lessee shall be altered and redetermined in accordance with this subsection. Written notice of Lessor's exercise of this option shall be sent to Lessee not less than 60 days prior to the expiration of the current term. The parties may then negotiate a new base rent for the ensuing term. If the parties are unable to reach agreement on the rent within 30 days of the date of notice, each party shall appoint (at its own expense) a qualified MAI appraiser, who shall then appoint a third qualified MAI appraiser (whose costs shall be borne equally by the parties). These appraisers shall inspect and appraise the rental value of the property, and arrive at a fair rental value for the premises based upon a value per square foot per year. This value for the property shall exclude the rental value of any improvements or renovations built or installed on the premises at the expense of Lessee. If the appraisers do not unanimously agree on the fair rental value of the premises, the base rent for the renewal period shall be established by averaging the two highest appraisals.

C. Adjustment when substantial part of premises unusable. If a substantial part of the premises is rendered unusable due to condemnation or force majeure, the rent payable by Lessee shall be adjusted in accordance with this subsection; provided, however, that Lessee shall continue to pay rent at the current rate until the adjustment amount has been finally determined in accordance with this subsection. Within 30 days of the condemnation action or event of force majeure, Lessee shall send Lessor written notice of its desire to adjust the rent in accordance with this subsection and include in that notice any proposed adjustment in the rent and the factual basis for same. If the parties are unable to reach agreement on the rent within 30 days after the notice is sent, the rent shall be determined by a panel of MAI appraisers selected as provided in subsection B above. The rent arrived at through this subsection shall be subject to all other adjustments provided for in this section. If the condition which renders a substantial part of the premises unusable is temporary, upon the termination or elimination of that condition, Lessee shall resume paying rent in the amount that would have been due had the condition never existed.

The taking by condemnation or otherwise of 30 feet or less of any of the premises immediately adjacent to a public or private road for purposes of improving that road shall not be deemed to be a taking of a substantial part of the premises.

Section 6. Taxes. In addition to applicable sales or other proper tax on rent installments, Lessee shall pay any and all taxes levied or assessed by any proper taxing authority upon the land; upon any personal property, buildings, fixtures or improvements belonging to Lessee and located on the leased premises, including but not limited to, all ad valorem or real estate taxes assessed against the land, and any and all taxes assessed or levied by any proper taxing authority as a result of Lessee's leasehold or possessory interest. Lessee shall pay in full all ad valorem taxes assessed against the leased premises on or before April 1st of each and every year. Nonpayment of ad valorem taxes in full by the Lessee shall create a default of this Agreement pursuant to **Section 29(B)** below. Lessee's default or termination of this Agreement shall not relieve Lessee of responsibility to pay taxes as set forth herein.

Section 7. Security deposit. Lessee, contemporaneously with the execution of this Agreement, shall deposit with Lessor the sum of $2,113.00, receipt of which is hereby acknowledged, as a security for the full and faithful performance by Lessee of all the terms, covenants and conditions of this Agreement upon Lessee's part to be performed, which sum shall be returned to Lessee after Lessee has vacated the premises, provided always that Lessee has fully and faithfully carried out all of the terms, covenants and conditions as herein set forth. Lessor shall have the right, but not the obligation, to apply all or any part of said deposit to cure any default of Lessee, and if Lessor does so, Lessee shall, upon demand, deposit with Lessor the amount necessary so that Lessor shall at all times have on hand the full deposit during the term of this Agreement. Lessee's failure to pay to Lessor a sufficient amount to restore said security deposit to the original sum deposited within three (3) days after receipt of demand therefore shall

constitute a breach of this Agreement. No interest shall be payable by Lessor to Lessee on account of such security deposit. Should Lessee comply with all the terms, covenants and conditions and promptly pay all of the rental installments as they become due and all other sums payable to Lessor by Lessee hereunder, the security deposit shall be returned in full to Lessee at the end of the term of this Agreement or any renewal thereof after Lessee has vacated the premises.

Section 8. Buildings and improvements. Lessee may, at its sole cost and expense, make any changes, alterations or improvements that may be reasonable and necessary for its use of the premises. All buildings, fixtures and improvements shall remain the property of Lessee, subject to Lessor's landlord lien for rent. Lessee may remove the improvements upon the termination of this Agreement if the removal can be done in a manner that does not injure or damage the leased premises. If Lessee fails to remove the buildings, fixtures or improvements as provided, Lessor, at its option, may require Lessee to remove them. If Lessee fails to do so, Lessor may remove and dispose of the buildings, fixtures, improvements and personal property not removed by Lessee. In that case, Lessee agrees to sell, assign and transfer to Lessor all of Lessee's right, title and interest in the buildings, fixtures, improvements and personal property not removed by Lessee for the sum of $1.00. Lessee further agrees that if Lessor removes the buildings, fixtures, improvements and personal property as provided for above, Lessee shall pay Lessor upon written demand the cost of the removal, transportation, storage and/or disposition of the property.

Section 9. Review of plans for buildings and improvements. Before applying for a building permit for the construction, erection or installation on the leased premises of any alteration, fixture, building, structure or other improvement, Lessee shall submit complete building plans for Lessor's prior review and approval, which approval shall not be unreasonably withheld. The review and approval of the plans shall be subject to all applicable federal, state and local regulations, including but not limited to all zoning and airport development regulations. In the event of a conflict among such regulations, the more restrictive shall apply. Such plans shall also be subject to the approval of the Federal Aviation Administration (FAA).

Section 10. Mortgage of Lessee's interest. Lessor may, by further agreement, consent to subordination of some of its rights as landlord to any lending institution making a loan to Lessee to be used in connection with the construction or improvement of any building or facility upon the leasehold. However, in any such subordination agreement, Lessor shall reserve the right to be made a party to any foreclosure action and shall have the right to receive absolutely all proceeds on foreclosure sale above the amount of the judgment in foreclosure, and shall have the right to bid at foreclosure sale. Any subordination agreement shall provide for maintaining current at all times all payments owed to Lessor under this Agreement.

No mortgage or foreclosure or the consent thereto shall be deemed to encumber or affect Lessor's title to the real property which is demised in this Agreement. A copy of the mortgage instrument shall be provided to Lessor not more than 30 days after execution of the mortgage. Lessee shall at that time also provide Lessor the name and mailing address of a representative of the mortgagee authorized to receive notices under this Agreement. During the period of time that the mortgage remains unsatisfied, Lessor shall send the mortgagee a copy of any notices from Lessor to Lessee at the same time that notice is sent to Lessee.

Section 11. Water and sewer connections. Lessee shall connect the water and sewer systems on the premises to the airport water and sewer systems provided by Lessor. However, Lessor may permit Lessee to maintain additional water and sewer facilities on the premises if necessary to the carrying out of Lessee's activities on the premises.

Section 12. Mechanic's liens. The premises hereby leased shall not be subject to any mechanic's lien, and Lessee agrees that, not less than five (5) days before any construction material or services are provided to Lessee, it shall post and record in the public records of Volusia County a notice of non-responsibility of Lessor, stating that Lessor is not responsible for payment of any labor, materials or services provided Lessee and that the leased premises are not subject to any mechanics' liens.

Section 13. Repairs and maintenance generally. Lessee represents that it has inspected the leased premises and accepts them in their present condition**.** During the term of this Agreement, Lessee shall maintain the premises in good repair and in a neat and orderly condition at Lessee's sole cost and expense. In the event that Lessee fails or refuses to perform any required repairs or maintenance, Lessor shall have the right, but not the duty, to undertake any such repairs or maintenance, and the cost thereof, together with interest thereon, shall be collectable as additional rent. Lessor shall not be required to make any improvements or repairs to or upon the premises whatsoever.

Section 14. Maintenance of premises exteriors. Lessee recognizes that Lessor has special economic and other interests in maintaining the clean, neat and orderly appearance of grounds and the exterior of structures at the DeLand Municipal Airport. Accordingly, Lessee shall landscape the premises in a manner acceptable to Lessor and keep the grounds and the exterior of structures on the premises in a clean, neat and orderly appearance. In the event Lessee fails substantially to correct a breach of this section within ten (10) days after Lessor sends written notice of such breach, Lessor shall have the right, but not the duty, to undertake any such required maintenance or landscaping, and the cost thereof, together with interest thereon, shall be collectable as additional rent.

Section 15. Surrender of possession. Upon termination of this Agreement, Lessee shall surrender the premises quietly and peaceably and in as good order and condition as at the commencement of the Agreement term, reasonable wear, tear and damage by the elements excepted. Lessee shall also leave the premises free from all nuisances and dangerous or defective conditions.

Section 16. Compliance with laws. Lessee shall at its own cost and expense comply with all applicable federal, state and local laws, rules and regulations pertaining to Lessee's use of the premises, as they may be amended from time to time, including but not limited to the following:

A. All building, zoning, sign, airport development and fire protection regulations.

B. All regulations and instructions regarding the disposal of sewage, garbage and industrial or hazardous wastes promulgated or enforced by any federal, state or local agency.

C. All regulations requiring that Lessee obtain licenses or permits for its activities on the leased premises.

D. All regulations restricting the height of structures, natural growths or other obstructions on the leased premises promulgated by the Federal Aviation Administration (FAA).

Section 17. Utility payments. Lessee shall pay all utilities for the leased premises and shall pay when due all bills for water, sewer, stormwater and garbage collection services provided to the premises by the City of DeLand.

Section 18. Prohibited activities. The following operations, activities and uses are specifically prohibited on the leased premises:

A. The keeping or storage during any 24-hour period of any flammable liquids inside any covered or enclosed portion of the leased premises in excess of the amount of the liquids needed by Lessee for that 24-hour period. Any flammable liquids with a flash point of less than 100 degrees Fahrenheit shall be kept and stored only in safety containers of a type approved by Underwriters' Laboratories and the DeLand Fire Department. For purposes of enforcing this subsection, Lessee shall send to Lessor not more than 30 days after execution of this Agreement a list of the types, contents and quantities of any flammable liquids which will be maintained on the leased premises. Any additions to that list shall be sent within five (5) days after receipt by Lessee of the liquid in question.

B. Any improvements to or use of the property that unreasonably interferes with the use or enjoyment of adjacent or nearby premises by other lessees of Lessor.

C. Any use of the leased premises that would interfere with or adversely affect the operation or maintenance of the DeLand Municipal Airport or would otherwise constitute an airport hazard.

D. The use of the premises in violation of any applicable federal, state or local law, rule or regulation.

E. The leased premises have direct access to the Air Operations Area (AOA) of the DeLand Municipal Airport. As such, grant assurances and other Federal Aviation Administration (FAA) regulations and policies require that the leased premises and any facilities built thereon shall be used only for aeronautical activities. Accordingly, any use of the leased premises for any non-aeronautical activity or the storage of materials which are not related to an aeronautical activity being conducted on the leased premises, shall constitute a violation of this Agreement.

Section 19. Environmental matters.

A. Lessee shall not suffer, cause or permit the contamination of the leased premises, or any environmental contamination resulting from use of the leased premises, by any hazardous or toxic materials (including but not limited to petroleum products) and shall not handle or permit polychlorinated biphenyls ("PCB's") or asbestos or substances containing PCB's or asbestos on the premises. Lessee shall immediately provide Lessor with notice of any event of an environmental nature, including any spill or other incident which could result in contamination to the premises.

B. Lessee shall conduct all of its operations at the leased premises in compliance with all federal, state and local laws, rules, regulations, ordinances or requirements, including, but not limited to, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments thereto, or any regulations promulgated pursuant thereto, or any similar state or local law, rule, regulation or ordinance ("Environmental Statutes"). Lessee shall obtain all registrations required by Environmental Statutes and shall submit to Lessor, upon request, for inspecting and copying all documents, permits, licenses, approvals, manifests and records required to be submitted and/or maintained by the provisions of the Environmental Statutes. Lessee shall also provide promptly to Lessor copies of any correspondence, notice of violation, summons, order, complaint or other document received by Lessee pertaining to compliance with Environmental Statutes.

C. Lessee shall permit Lessor and Lessor's agents, servants and employees, including but not limited to legal counsel and environmental consultants and engineers, access to the premises for the purposes of environmental inspections and sampling during regular business hours, or during other hours after reasonable notice by Lessor, or in the event of any environmental emergency. Lessee shall not restrict access to any part of the premises, and Lessee shall not impose any conditions to access. To the extent any hazardous conditions exist on the leased premises, Lessor, in its sole discretion may remedy and/or cause to be remedied at Lessee's sole expense, the defect or contamination, and Lessor reserves the right to re-inspect the leased premises after any remediation, and require Lessee to take appropriate action to remedy and/or cause to be remedied any further defect or contamination resulting from this tenancy.

D. Lessee shall defend, indemnify and hold harmless Lessor from and against any and all liability, losses, damages, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of action (including attorneys' fees, engineering and other professional or expert fees), of whatsoever kind or nature arising out of or in any way related to Lessee's responsibilities hereunder.

E. Notwithstanding the foregoing, Lessee shall have no liability for any hazardous conditions which may have existed on the leased premises before Lessee took possession or which may have arisen thereafter if Lessee demonstrates to the reasonable satisfaction of Lessor by substantial, competent evidence that the hazardous conditions were caused by identified, unrelated third parties acting without the express or implied consent of Lessee.

Section 20. Duties of Lessor. During the term of this Agreement, Lessor shall:

A. Continue to operate the DeLand Municipal Airport as a public airport, consistent with government regulations.

B. Allow Lessee free access to the premises over public roads leading to the leased premises and allow Lessee access to public airport facilities.

C. Not permit the construction by any other entity under its control of any improvements or structures which would interfere with Lessee's ingress and egress to the premises.

Section 21. Enjoyment of premises. Lessee acknowledges that its right to enjoy the leased premises is subject to the use of the surrounding property for industrial, commercial and airport purposes, with accompanying industrial, commercial and airport noises, odors, smoke, sonic booms and low-flying aircraft, and the danger and nuisance thereof.

Section 22. Non-assignability. Lessee shall not assign this Agreement without the prior written approval of Lessor; which approval may not be unreasonably withheld. Any attempted assignment in contravention hereof shall be void.

No assignment shall relieve Lessee of its obligation to pay the rent provided for in this Agreement in the event of a default by the assignee unless Lessee is specifically relieved of that obligation in writing by Lessor. Lessee shall send Lessor a copy of the proposed assignment not less than 60 days prior to its proposed execution, and Lessor shall send Lessee notice of its consent or refusal to consent not less than 30 days thereafter.

Section 23. Nondiscrimination covenants. Lessee, for itself, its personal representatives, successors in interest, and permitted assigns, if any, agrees as a covenant running with the land that:

A. In the event facilities are constructed, maintained or operated on the leased premises for a purpose for which a U.S. Department of Transportation (DOT) program or activity is extended, or for any other purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all requirements imposed by the latest version of Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the DOT-Effectuation of Title VI of the Civil Rights Act of 1964 (DOT Regulations).

B. No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of any facilities or services of Lessee on the grounds of race, color or national origin.

C. In the construction of any improvements on, over or under any facilities on the premises, and the furnishing of services on the premises, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in such activity on account of race, color or national origin.

D. The premises shall be used in compliance with DOT Regulations.

E. Subject to appeal provisions in DOT Regulations, upon Lessee's breach of any provision of this section, Lessor may terminate this Agreement and reenter and repossess the premises, and hold the same as if this Agreement had never been made, if Lessee fails to cure and remedy the breach in a manner reasonably agreeable to Lessor within 30 days after written notice is sent to Lessee by Lessor.

Section 24. Liability insurance, indemnity and hold harmless. Lessee shall defend, indemnify and hold harmless Lessor 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 related to the use, occupancy, management or control of the leased premises, or any act or omission of Lessee or its agents, servants, employees, independent contractors, customers, patrons or invitees, whether on the leased premises or elsewhere.

Within ten (10) days of the beginning date of this Agreement, Lessee shall, at its own cost and expense, procure and maintain comprehensive public liability insurance coverage from a company and in a form acceptable to Lessor, in its sole discretion, protecting and insuring Lessee and Lessor against any and all of the foregoing, with a combined single limit of not less than ONE MILLION DOLLARS ($1,000,000) and a general aggregate of not less than TWO MILLION DOLLARS ($2,000,000) combined single limit commercial general liability insurance on an occurrence basis (including coverage for the Premises and Lessee's operations). All such insurance shall cover complete contractual liability, bodily injury and property damage liability. The certificate shall list the City of DeLand as an additional insured, indicate the location of the leased property by street address, and provide at least 30 days advance written notice of cancellation or change of coverage to the City of DeLand.

If the Lessee uses or stores any hazardous or toxic substances on the leased premises, then within ten (10) days of the beginning date of this Agreement, Lessee shall, at its own cost and expense, procure and maintain pollution liability and storage tank coverage from a company and in a form acceptable to Lessor, in its sole discretion, protecting and insuring Lessee and Lessor against any and all liability and costs of clean-up and remediation resulting from the storage, handling or disposal of any hazardous or toxic substances, as those terms are commonly defined, or for any other liability relating to such hazardous or toxic substances, with coverage limits in the amount not less than $1,000,000 for any one occurrence. The certificate shall list the City of DeLand as an

additional insured, indicate the location of the leased property by street address, and provide at least 30 days advance written notice of cancellation or change of coverage to the City of DeLand.

Section 25. Nonliability of Lessor to Lessee. Lessor shall not be liable to Lessee or its agents, representatives, invitees, employees, or any other person, for any injury to or death of any of them, or for any damage to any of Lessee's property or loss of revenue, caused by any third persons in the maintenance, construction or operation of the Airport, its appurtenances, facilities or equipment, or caused by any third persons using the Airport or its appurtenances, facilities and equipment, or navigating any aircraft on or over the Airport, whether the injury, death or damage is due to negligence or not. Third persons, as used in this section, shall include the United States of America and the State of Florida, or any of their agencies, and all persons other than the City of DeLand.

Section 26. Non-exclusivity. Nothing in this Agreement shall be construed to grant Lessee the exclusive right to carry on any activity on any premises owned or subject to control by Lessor. Lessor reserves the right to lease or convey other premises to other operators of businesses or activities similar to those of Lessee upon terms and conditions set by Lessor.

Section 27. Agreement not a joint venture. Nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship of partners or joint ventures between Lessor and Lessee or as constituting either party as the agent or representative of the other party for any purpose or in any manner.

Section 28. Reservation of airspace. Lessor reserves to itself for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the leased premises, together with the right to cause in the airspace such noise as is inherent in the operation of all types of aircraft, and to use the airspace for all airport and related activities, subject to Lessee's right to construct and maintain permitted improvements.

Section 29. Defaults. This Agreement shall be in default and may be terminated in any of the following events:

A. Failure to pay rent or other payments due. The failure by Lessee to pay to Lessor any sum when due, when the failure continues for three (3) or more days after written notice of default is sent to Lessee.

B. Violation of terms. The violation of or failure to perform any other term, covenant or condition of this Agreement, including the payment in full of ad valorem taxes on or before April 1st of each year, if the violation or failure to perform is not corrected or cured within ten (10) days after written notice of default is sent to the party in default. Any notice sent under this subsection shall specify the violation or failure to perform, and the steps which must be taken by that party to correct the violation or failure to perform.

C. Insolvency. If Lessee becomes insolvent or makes an assignment for benefit of creditors; or the interest of Lessee in the premises is levied upon or sold upon execution, or becomes vested by operation of law in some other person; or a receiver or trustee is appointed for Lessee.

D. Abandonment. If Lessee vacates or abandons the leased premises, or permits the premises to remain vacant or abandoned for a period of 30 days or more, regardless of whether or not rent payments are current. However, Lessor may at its sole discretion consent in writing to the vacation of the premises for a longer period of time upon terms and conditions set by Lessor.

E. Corporate Dissolution. If Lessee is a corporation and if Lessee suffers or permits its corporate franchise to be dissolved for a period of more than three (3) calendar months before seeking reinstatement.

Section 30. Remedies for default. In the event of a default as provided above, the parties shall have the following remedies:

A. Repossession by Lessor. Upon default by Lessee, Lessee's right to possession of the leased premises shall terminate, without notice or demand by Lessor, and Lessee shall surrender possession to Lessor. Lessee hereby grants to Lessor full and free license to enter the premises to take possession of the premises in any lawful manner, and to expel Lessee.

B. Damages. In addition to terminating this Agreement and retaking possession of the leased premises, Lessor may recover all damages and rent accrued or accruing under this Agreement or arising out of any breach of this Agreement. Lessor may resume possession of the premises for its own account and recover from Lessee the difference between the total rent due under this Agreement and the fair market value of the property for the remainder of the term, reduced to present value, or Lessor may resume possession of the premises and re-rent it for the remainder of the term for the account of Lessee and recover from Lessee, at the end of the term or at the time any rent becomes due under this Agreement, the difference between the rent specified in this Agreement and the rent received upon the re-renting the premises.

C. Other remedies. Lessor may pursue any other remedies provided by law for the breach of this Agreement. No right or remedy conferred upon or reserved to Lessor in this Agreement is intended to be exclusive of any other right or remedy, and each right and remedy shall be cumulative and in addition to any other right or remedy of Lessor under this Agreement, or now or hereafter existing at law or equity, or by statute.

D. Lessee's right of cancellation. Lessee may cancel this Agreement in the event of civil commotion or riot, acts of military power, damage to runways which preclude reasonable use of the airport, or court order restraining the use of the airport; however, this termination shall not create any liability to Lessee by Lessor. Lessee may also terminate this Agreement if Lessor fails to fulfill its obligations under this Agreement, upon a determination by a court of competent jurisdiction that such a default exists.

E. Attorney's fees. In any civil action brought to enforce the provisions of this Agreement, the party in whose favor a judgment or decree has been rendered may recover reasonable court costs, including attorney's fees, from the non-prevailing party.

Section 31. Force majeure. The performance of all provisions of this Agreement (except for the payment of rent) shall be postponed and suspended during any period that the performance thereof is prevented by acts of God, accidents, weather and conditions arising therefrom, riot, fire, flood, storm, lightning, epidemic, insurrection, rebellion, revolution, civil war, hostilities, war, the declaration or existence of a national emergency and conditions arising therefrom, the exercise of paramount power by the federal government, either through the taking of the leased premises or the imposition of regulations restricting the conduct of business on the premises, 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, or any other delay or contingency beyond the reasonable control of Lessor or Lessee.

Section 32. Eminent domain. If all or any substantial part of the leased premises is taken by any paramount public authority under the power of eminent domain, then the term of this Agreement shall cease as to the part taken from the day the possession of that part is taken for

any public purpose, and from that day Lessee shall have the right either to cancel this Agreement or to continue in possession of the remainder of the premises upon payment of an adjusted rent as provided in **Section 5** above.

All damages awarded for the taking shall belong to and be the exclusive property of Lessor, except for any portion of the award made for loss of improvements belonging to Lessee or for loss of Lessee's leasehold interest in the premises taken.

The taking of 30 feet or less of any of the leased premises immediately adjacent to a public or private road for improvement of that road shall not be deemed to be a taking of a substantial portion of the premises.

Section 33. Waiver of default; effect. The acceptance by Lessor of one or more monthly rental installments after they fall due, or after knowledge of any breach by Lessee of this Agreement, or after the sending of any notice or demand, or any other act or series of acts by Lessor except an express waiver in writing, shall not be deemed or construed as a waiver of Lessor's right to act or as a waiver of any other right given to Lessor under this Agreement, or as an election not to proceed under the provisions of this Agreement. The failure by Lessor to collect or demand any sums due under this Agreement shall not relieve Lessee's obligation to pay those sums when demanded.

Section 34. Notices. Any notices required by this Agreement, or which Lessor or Lessee may wish to serve on the other, shall be in writing and shall be deemed served, whether or not service is accepted, admitted or refused, when delivered in person to an agent or employee of the party at its place of business or when deposited in the U.S. Mail, postage prepaid, return receipt requested, addressed to the parties as follows:

Assistant City Manager City of DeLand 120 South Florida Avenue DeLand, Florida 32720	Domonkos Andreka Aero Affinity Holding, LLC. 1595 Sport Aviation Way DeLand, Florida 32724

Section 35. Subject to federal deeds and agreements. This Agreement is subject and subordinate to the provisions of a deed from the United States to the City of DeLand dated June 20, 1947, and recorded at Deed Book 383, Page 508, Public Records of Volusia County, Florida, and other existing agreements and leases between Lessor and the United States and any and all future leases, deeds and agreements entered into between the United States and the City of DeLand with reference to the conveyance by the United States to the City of DeLand of any real or personal property under any existing or future federal statutes authorizing the conveyance of such property by the federal government to the City for airport purposes.

Section 36. Inspection of premises. Lessee shall allow Lessor's authorized representative access to the leased premises at all reasonable hours for the purpose of examining and inspecting said premises; for the purposes necessary, incidental to or connected with the performance of Lessee's obligations under this Agreement; or in the exercise of its governmental functions.

Section 37. Signs. Lessee shall be allowed to install signs and advertisements promoting the business conducted by Lessee subject to the written consent of the Lessor, which consent shall not be unreasonably withheld, and subject to compliance with all applicable sign, zoning, building and other codes.

Section 38. Effect on prior agreements. This Agreement supersedes all prior agreements, if any, between the parties regarding the leasing of these premises and, as of the date of this Agreement, those prior agreements shall be of no further force or effect.

Section 39. Construction of lease. This Agreement shall be construed under the laws of the State of Florida and the Code of Ordinances of the City of DeLand.

Section 40. Short form of lease. Either party may prepare for execution a short form of this Agreement for recording in the public records. The costs of recording this Agreement shall be paid by Lessee.

Section 41. Amendments to lease. This Agreement may be amended only in writing signed by both parties.

Section 42. Late charge. All unpaid sums owed to Lessor under this Agreement shall bear interest at a rate of 18 percent per annum from the date when due.

Section 43. Time of essence. Time is of the essence in the performance of each and every covenant and condition of this Agreement.

Section 44. Omitted provisions. Various sections of the City's standard Ground Lease for the DeLand Municipal Airport may have been omitted if they are not applicable to this Agreement. In that event, the section headings have been retained for reference only to facilitate administrative review.

Section 45. Special terms and conditions. It is essential to the proper function of the airport that all property which is leased by the City be developed within a reasonable period of time. The Lessor would not lease to Lessee the premises, which is vacant land, without Lessee's promise to expeditiously permit and construct an aircraft hangar on the premises together with Lessee's representation that it has the financial wherewithal to complete the construction in an expeditious manner. Accordingly, if Lessee fails to obtain all permits necessary to construct an aircraft hangar of no less than 5,000 square feet, together with all associated site infrastructure by September 1, 2024; or to commence construction thereof by September 1, 2024; and to complete construction of all improvements and obtain a certificate of occupancy or certificate of completion, as appropriate, of all improvements by September 1, 2025, then Lessee shall be deemed to be in default of this Agreement and Lessor may avail itself of any of the remedies set forth in Section 30 of this Agreement. In the event of termination of Lessee's right of possession of the leased premises on account of a default for failure to comply with the requirements of this Section 45, Lessor shall not be liable to Lessee for any claims or damages whatsoever, and Lessee hereby waives any and all claims for damages against Lessor, regardless of the basis of such claims or damages.

Section 46. Complete agreement. This Agreement constitutes the complete and exclusive understanding and agreement between the parties with respect to the subject matter hereof and may only be amended in writing signed by both parties hereto. This Agreement shall be binding upon and shall inure to the benefit of the parties' heirs, personal representatives, successors and permitted assigns.

*** Signatures on following page ***

EXECUTED by the Lessee this _____ day of August, 2023.

EXECUTED by the Lessor this _____ day of June, 2023.

CITY OF DELAND, LESSOR

_____
Christopher M. Cloudman
Mayor-Commissioner

AERO AFFINITY HOLDINGS, LLC, LESSEE

By: _____
(Signature)

DOMA ANDREKA, Authorized Member
Print Name and Title

Address: City of DeLand
120 South Florida Avenue
DeLand, Florida 32720

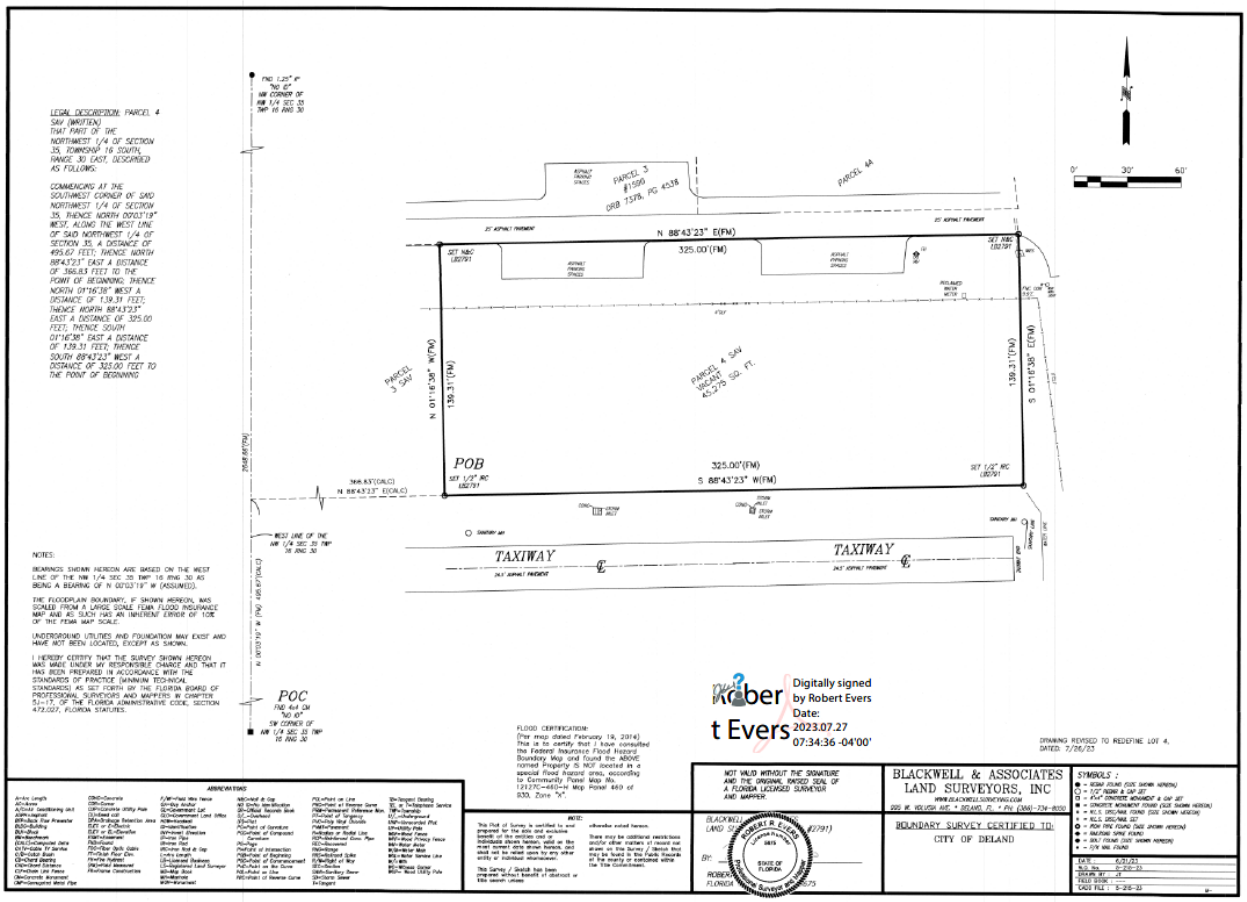
Address: Aero Affinity Holding, LLC
1595 Sport Aviation Way
DeLand, Florida 32724

ATTEST:

_____
Julie A. Hennessy
City Clerk-Auditor

This Instrument Prepared By:
City of DeLand
120 South Florida Avenue
DeLand, Florida 32720

Exhibit "A"


LEGAL DESCRIPTION: PARCEL 4
SAV (WRITTEN)
THAT PART OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 16 SOUTH, RANGE 30 EAST, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF SECTION 35, THENCE NORTH 00°03'19" WEST, ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 35, A DISTANCE OF 495.67 FEET; THENCE NORTH 88°43'23" EAST A DISTANCE OF 366.83 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°16'38" WEST A DISTANCE OF 139.31 FEET; THENCE NORTH 88°43'23" EAST A DISTANCE OF 325.00 FEET; THENCE SOUTH 01°16'38" EAST A DISTANCE OF 139.31 FEET; THENCE SOUTH 88°43'23" WEST A DISTANCE OF 325.00 FEET TO THE POINT OF BEGINNING
NOTES:
BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NW 1/4 SEC 35 TWP 16 RNG 30 AS BEING A BEARING OF N 00°03'19" W (ASSUMED).
THE FLOODPLAIN BOUNDARY, IF SHOWN HEREON, WAS SCALED FROM A LARGE SCALE FEMA FLOOD INSURANCE MAP AND AS SUCH HAS AN INHERENT ERROR OF 1/8" 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 1.25" Ø
"NO ID"
NW CORNER OF NW 1/4 SEC 35 TWP 16 RNG 30
PARCEL 3
#1590
ORB 7578, PG 4538
PARCEL 4A
25' ASPHALT PAVEMENT
N 88°43'23" E(FM)
325.00'(FM)
SET NAIL LB2791
ASPHALT PARKING SPACES
PARCEL 3 SAV
N 01°16'38" W(FM)
139.31'(FM)
PARCEL 4 SAV
VACANT
45,275 SQ. FT.
S 01°16'38" E(FM)
POB
SET 1/2" IRC LB2791
325.00'(FM)
S 88°43'23" W(FM)
366.83'(CALC)
N 88°43'23" E(CALC)
WEST LINE OF THE NW 1/4 SEC 35 TWP 16 RNG 30
TAXIWAY
TAXIWAY
24' ASPHALT PAVEMENT
POC
FND 4x4 CM
"NO ID"
SW CORNER OF NW 1/4 SEC 35 TWP 16 RNG 30
N 00°03'19" W (FM) 495.67'(CALC)
N
0' 30' 60'
Digitally signed by Robert Evers
Date: 2023.07.27 07:34:36 -04'00'
FLOOD CERTIFICATION:
(For 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-460-H Map Panel 460 of 930, Zone "X".
DRAWING REVISED TO REDEFINE LOT 4, DATED: 7/26/23
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
BLACKWELL & ASSOCIATES
LAND SURVEYORS, INC
WWW.BLACKWELLSURVEYING.COM
205 W. VOLUSIA AVE. • DELAND, FL • PH: (386)-734-8050
BOUNDARY SURVEY CERTIFIED TO:
CITY OF DELAND
BY:
ROBERT R. EVERS
LB2791
STATE OF FLORIDA
Professional Surveyor and Mapper
FLORIDA
SYMBOLS :
DATE 6/21/23
DRAWN BY JT
FIELD WORK
CASE FILE : S-215-23

13

CITY OF DELAND
Request for Commission Action
August 7, 2023

SUBJECT: Consideration re Change Order No.1, 2022 Water Main Improvements.

DEPARTMENT: Utilities

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

ATTACHMENTS: Change Order No.1, Change Order #1

APPROVED BY: Michael Pleus, City Manager, July 31, 2023

SUMMARY/HIGHLIGHT:

The Utilities Department recently awarded the FY 2022 Water Main Improvements project to General Underground LLC. The pre-construction meeting was held in late June and a formal Notice to Proceed is forthcoming provided there is not a further delay in material delivery.

As you are probably aware, the FDOT has been discussing the design and construction of a new Roundabout at SR44 & Kepler Rd. Staff was aware that this project was being pursued, and would have added funds to FY 23/24 budget for the City's design portion of this project. There are city-owned water lines that must be relocated before the Roundabout can be constructed. The anticipated construction date was FY 24/25.

However, in early April 2023, we were advised by the FDOT that they had decided to fast track this project and provided staff with ninety-percent (90%) drawings and advised they were going to bid in August 2023 for construction. All utility providers were given until May to submit plans and complete a Joint Participation Agreement (JPA) if interested in being included in their bid. We advised staff at FDOT that the timeline was simply not sufficient and requested additional time.

Staff met internally and decided that the City Engineering Department would do an in-house design using the FDOT plans and surveys to expedite our utility relocation design. CAD drawings were quickly supplied to the city from the design engineers at FDOT, which has been helpful. Staff met several times and came up with a concept layout and asked FDOT to bless it. Upon approval, a profile plan set was created and delivered to the FDOT and Volusia County for permit review and a probable cost was established.

Staff has presented plans to General Underground LLC, who is currently under contract for two other City projects. General Underground agreed to submit a proposal for the relocation work. Had staff been given sufficient time to design this work, a formal bid would have been done for this substantial change to an existing contract. General Underground's proposal has been reviewed and accepted by staff, and is attached as Change Order No. 1 in the amount of $1,089,732.60. There are two easement issues on Kepler Rd which will likely be the subject of another Request for Commission Action.

It is staff's intention to award Change Order No. 1 this month and start construction in August with a substantial completion in November 2023.This was considered the most reasonable and buildable option with the least amount of delay.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Infrastructure

FISCAL IMPACT:

Approval of Change Order No. 1 will result in an additional expenditure of $1,089,732.60 for utility line relocation and abandonment on SR44 & Kepler Rd. An additional One-Hundred twenty (120) days are also requested to complete the work outlined in Change Order No. 1. A future budget amendment will be presented to the City Commission to fund the expenditure from Water Trust Fund reserves ($437,775.00), Wastewater Trust Fund reserves ($264,851.00) and Water & Sewer Fund surplus revenues ($387,106.60).

RECOMMENDATION:

Staff recommends that the City Commission approve Change Order No. 1 allowing General Underground to perform the work necessary to complete the utility line relocation and abandonment portion of the FDOT SR44 & Kepler Rd. Roundabout.

BACKGROUND/DISCUSSION:

N/A

CHANGE ORDER NO. 1

Date: August 7, 2023

Project: 2022 Water Main Improvements

Contractor: General Underground LLC
PO Box 315
Lake Helen, FL, 32744

Description: Water Main Relocation at SR-44 and Kepler

ADJUSTED SCHEDULE OF CONTRACT COSTS

Original Contract Amount.....$2,249,983.00

This Change Order No. 1 .....$1,089,732.60

Adjusted Contract Cost.....$3,339,715.60

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

Raymond Bahrami, P.E.
City Engineer

_____ _____

CONTRACTOR ACCEPTANCE: General Underground LLC

General Underground, LLC
Chris Brown Date

_____ _____

CITY OF DELAND, FLORIDA

Christopher M. Cloudman Mayor - Commissioner	Date

ATTEST:

Julie Hennessy City Clerk	Date

General Underground LLC
PO Box 315
Lake Helen, FL 32744

Change Order #1

SR-44 @ Kepler Utility Relocates

Amount: ($1,089,732.60)

Additional Contract Time: (90) days

Owner: City of Deland

Project: City of Deland 2022 Water Main Project

Project No. ITB 23-07

GU Approval By Chris Brown
Chris Brown Operating Manager

Date: 7/5/2023

City of Deland Pipe ITB 23-07 2022 Water Main Project

Change Order #1

DESCRIPTION:	Based on the approved plans and schedule of values, provied by City Engineer Raymond Bahrami, P.E.

City provided pipe pricing

Item#	Description	Qty	Units		Unit Price	Extension
1	Install 6" HDPE Potable Water Main	161	LF	$	40.00	$6,440.00
2	Install 8" HDPE Potable Water Main	50	LF	$	44.00	$2,200.00
3	Install 12" HDPE Potable Water Main	3308	LF	$	81.00	$267,948.00
4						$0.00
5						$0.00
Total						$276,588.00

Item#	Description	Qty	Units		Unit Price	Extension
1	Mobilization & Demobilization (Not to Exceed 5% of Items 25-44)	1	LS	$	49,533.30	$49,533.30
2	Indeminification	1	LS	$	2,000.00	$2,000.00
3	Connectiontion to exsisting Water main	4	EA	$	8,500.00	$34,000.00
4	Furnish & Install 6" HDPE Potable Water Main	161	LF	$	47.00	$7,567.00
5	Furnish & Install 8" HDPE Potable Water Main	468	LF	$	56.75	$26,559.00
6	Furnish & Install 12" HDPE Potable Water Main	3308	LF	$	105.00	$347,340.00
7	Furnish & Install 12" DIP Potable Water Main	420	LF	$	192.50	$80,850.00
8	Furnish & Install 12" HDPE Force Main	1551	LF	$	105.00	$162,855.00
9	Miscellaneous Ductile Iron Fittings	11000	LBS	$	10.00	$110,000.00
10	Furnish & Install Fire Hydrants	3	EA	$	6,000.00	$18,000.00
11	Furnish & Install 6-inch Gate Valves	1	EA	$	1,950.00	$1,950.00
12	Furnish & Install 8-inch Gate Valves	2	EA	$	2,600.00	$5,200.00
13	Furnish & Install 12-inch Gate Valves	13	EA	$	5,000.00	$65,000.00
14	12" Tapping Sleeve & Valve	2	EA	$	7,500.00	$15,000.00
15	12" Insertion Valve Valve	1	EA	$	25,000.00	$25,000.00
16	Furnish & Install Long Side 2" Water Service Connection	1	EA	$	2,000.00	$2,000.00
17	Furnish & Install Sample Point	9	EA	$	3,250.00	$29,250.00
18	Remove Exsisting Fire Hydrant	1	EA	$	1,850.00	$1,850.00
19	Fill Abandon 2" Water main with Grout	537	LF	$	5.00	$2,685.00
20	Fill Abandon 6" Water main with Grout	415	LF	$	9.00	$3,735.00
21	Fill Abandon 12" Water main with Grout	3203	LF	$	15.00	$48,045.00
22	Electronic Marker Balls Programmable	51	EA	$	30.00	$1,530.00
23	Electronic Marker Balls Non-Programmable	5	EA	$	50.00	$250.00
24	Record Drawings (Not less than 1% of Items 25-44)	1	LS	$	49,533.30	$49,533.30
Sub-Total						$1,089,732.60
TOTALS						
GRAND TOTAL						**$1,089,732.60**

GU Approval By *Chris Brown*

Chris Brown, Operating Manger

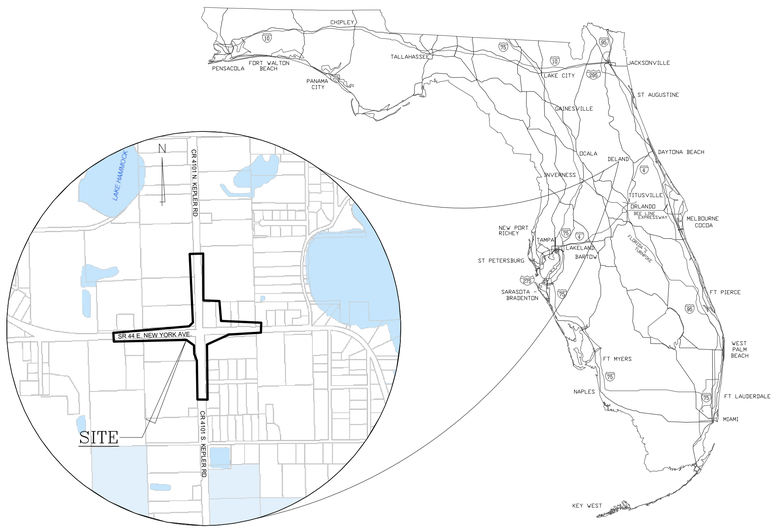
Date: 7/5/2023

CONSTRUCTION PLANS

for

SR-44 & Kepler Rd Water Main Relocation

DeLAND, FLORIDA



LOCATION MAP

NOT TO SCALE

Index of Construction Plans

Sheet No.	Description
1 of 16	Cover Sheet
2 of 16	General Notes
3 of 16	Summary of Pay Items
4 of 16	Water Main Relocation Overall Plan
5 of 16	Water Main Relocation Plan (1)
6 of 16	Water Main Relocation Plan (2)
7 of 16	Water Main Relocation Plan (3)
8 of 16	Water Main Relocation Plan (4)
9 of 16	Water Main Relocation Plan (5)
10 of 16	Water Main Relocation Plan (6)
11 of 16	12" Force Main Profile
12 of 16	12" Water Main & Service Profiles
13 of 16	12" & 8" Water Main Profiles
14 of 16	Utility Details (1)
15 of 16	Utility Details (2)
16 of 16	Temporary Traffic Control

PREPARED BY:

CITY of DeLAND, FLORIDA
ENGINEERING DEPARTMENT

1102 S. GARFIELD AVENUE, DeLAND, FLORIDA 32724

Tel: (386) 626-7196
Fax: (386) 736-5366

SEC. 11, T. 17, R. 30 E.

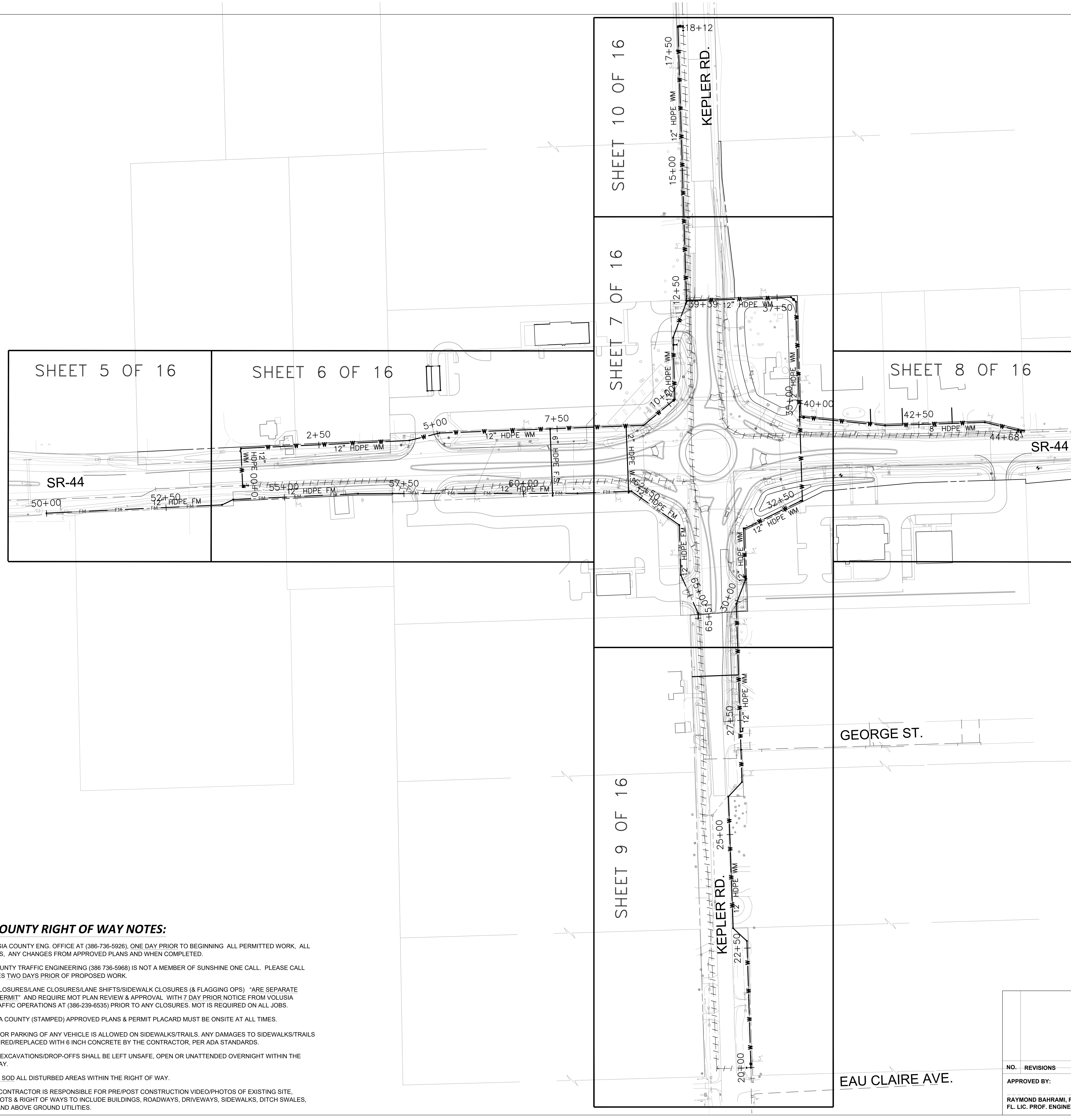
COVER SHEET
SR-44 & KEPLER RD WATER MAIN RELOCATION
DeLand, Florida 32724

(CITY APPROVAL BLOCK)

APPROVED BY:

RAYMOND BAHRAMI, P.E., CITY ENGINEER
FL. LIC. PROF. ENGINEER No. 65552

DATE: 5/5/23



NOTES:
1 – EXACT LOCATION OF ALL UTILITY SERVICE CONNECTIONS TO BE DETERMINED IN THE FIELD BY CONTRACTOR.
2 – 36" MINIMUM DEPTH OF BORE.

VOLUSIA COUNTY RIGHT OF WAY NOTES:

1. CALL VOLUSIA COUNTY ENG. OFFICE AT (386-736-5926), ONE DAY PRIOR TO BEGINNING ALL PERMITTED WORK, ALL INSPECTIONS, ANY CHANGES FROM APPROVED PLANS AND WHEN COMPLETED.
2. VOLUSIA COUNTY TRAFFIC ENGINEERING (386 736-5968) IS NOT A MEMBER OF SUNSHINE ONE CALL. PLEASE CALL FOR LOCATES TWO DAYS PRIOR OF PROPOSED WORK.
3. ALL ROAD CLOSURES/LANE CLOSURES/LANE SHIFTS/SIDEWALK CLOSURES (& FLAGGING OPS) "ARE SEPARATE FROM THE PERMIT" AND REQUIRE MOT PLAN REVIEW & APPROVAL WITH 7 DAY PRIOR NOTICE FROM VOLUSIA COUNTY TRAFFIC OPERATIONS AT (386-239-6535) PRIOR TO ANY CLOSURES. MOT IS REQUIRED ON ALL JOBS.
4. THE VOLUSIA COUNTY (STAMPED) APPROVED PLANS & PERMIT PLACARD MUST BE ONSITE AT ALL TIMES.
5. NO DRIVING OR PARKING OF ANY VEHICLE IS ALLOWED ON SIDEWALKS/TRAILS. ANY DAMAGES TO SIDEWALKS/TRAILS TO BE REPAIRED/REPLACED WITH 6 INCH CONCRETE BY THE CONTRACTOR, PER ADA STANDARDS.
6. NO TRENCH/EXCAVATIONS/DROP-OFFS SHALL BE LEFT UNSAFE, OPEN OR UNATTENDED OVERNIGHT WITHIN THE RIGHT OF WAY.
7. RE-GRADE & SOD ALL DISTURBED AREAS WITHIN THE RIGHT OF WAY.
8. APPLICANT/CONTRACTOR IS RESPONSIBLE FOR PRE/POST CONSTRUCTION VIDEO/PHOTOS OF EXISTING SITE, ADJACENT LOTS & RIGHT OF WAYS TO INCLUDE BUILDINGS, ROADWAYS, DRIVEWAYS, SIDEWALKS, DITCH SWALES, CULVERTS AND ABOVE GROUND UTILITIES.

LEGEND:

FM	PROPOSED FORCE MAIN
W	PROPOSED WATER MAIN
	PROPOSED VALVE
	PROPOSED FIRE HYDRANT
W.S.	WATER SERVICE
	EX. WATER MAIN TO BE GROUT-FILLED AND ABANDONED

SEC. 11, T. 17, R. 30 E.

NO.	REVISIONS	BY	DATE

APPROVED BY:

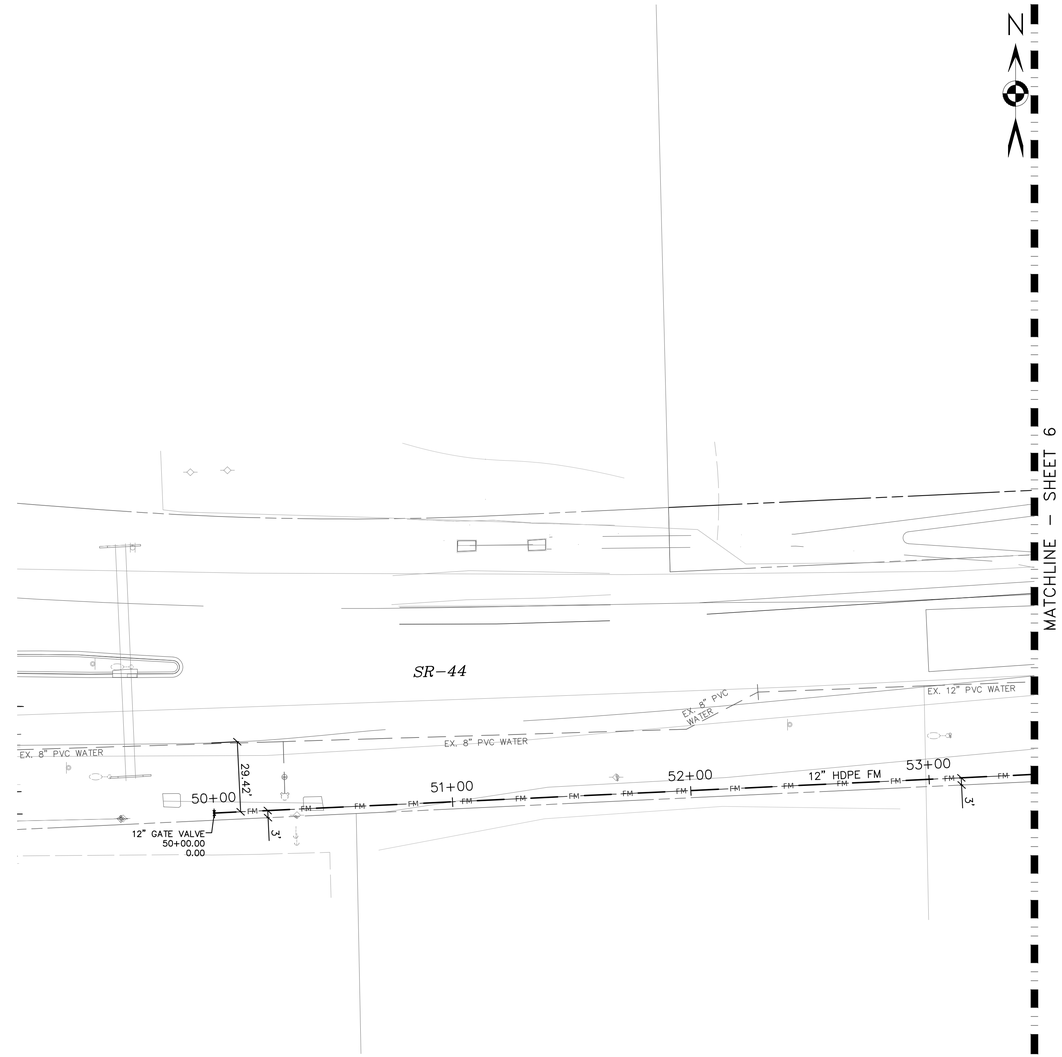
RAYMOND BAHRAMI, P.E., CITY ENGINEER
FL. LIC. PROF. ENGINEER No. 65552

DRAWING NOT VALID UNLESS EMBOSSED WITH ENGINEER'S SEAL AND ORIGINAL SIGNATURE

City of DeLand, Florida
ENGINEERING DEPARTMENT
1102 S. Garfield Avenue
DeLand, Florida 32724
TEL: 386/626-7196 FAX: 386/736-5366

UTILITY RELOCATION OVERALL PLAN
SR-44 & KEPLER RD WATER MAIN RELOCATION

DATE:	5/5/23	PROJECT NO.	20-26
SCALE:	1"=100'	DRAWING NO.	
DRAWN BY:	S.C.	Sheet 4 of 13	



SEC. 11, T. 17, R. 30 E.

NOTES:
1 – EXACT LOCATION OF ALL UTILITY SERVICE CONNECTIONS TO BE DETERMINED IN THE FIELD BY CONTRACTOR.
2 – 36" MINIMUM DEPTH OF BORE.

VOLUSIA COUNTY RIGHT OF WAY NOTES:

1. CALL VOLUSIA COUNTY ENG. OFFICE AT (386-736-5926), ONE DAY PRIOR TO BEGINNING ALL PERMITTED WORK, ALL INSPECTIONS, ANY CHANGES FROM APPROVED PLANS AND WHEN COMPLETED.
2. VOLUSIA COUNTY TRAFFIC ENGINEERING (386 736-5968) IS NOT A MEMBER OF SUNSHINE ONE CALL. PLEASE CALL FOR LOCATES TWO DAYS PRIOR OF PROPOSED WORK.
3. ALL ROAD CLOSURES/LANE CLOSURES/LANE SHIFTS/SIDEWALK CLOSURES (& FLAGGING OPS) "ARE SEPARATE FROM THE PERMIT" AND REQUIRE MOT PLAN REVIEW & APPROVAL WITH 7 DAY PRIOR NOTICE FROM VOLUSIA COUNTY TRAFFIC OPERATIONS AT (386-239-6535) PRIOR TO ANY CLOSURES. MOT IS REQUIRED ON ALL JOBS.
4. THE VOLUSIA COUNTY (STAMPED) APPROVED PLANS & PERMIT PLACARD MUST BE ONSITE AT ALL TIMES.
5. NO DRIVING OR PARKING OF ANY VEHICLE IS ALLOWED ON SIDEWALKS/TRAILS. ANY DAMAGES TO SIDEWALKS/TRAILS TO BE REPAIRED/REPLACED WITH 6 INCH CONCRETE BY THE CONTRACTOR, PER ADA STANDARDS.
6. NO TRENCH/EXCAVATIONS/DROP-OFFS SHALL BE LEFT UNSAFE, OPEN OR UNATTENDED OVERNIGHT WITHIN THE RIGHT OF WAY.
7. RE-GRADE & SOD ALL DISTURBED AREAS WITHIN THE RIGHT OF WAY.
8. APPLICANT/CONTRACTOR IS RESPONSIBLE FOR PRE/POST CONSTRUCTION VIDEO/PHOTOS OF EXISTING SITE, ADJACENT LOTS & RIGHT OF WAYS TO INCLUDE BUILDINGS, ROADWAYS, DRIVEWAYS, SIDEWALKS, DITCH SWALES, CULVERTS AND ABOVE GROUND UTILITIES.

LEGEND:

- —— FM —— PROPOSED FORCE MAIN
- ——W—— PROPOSED WATER MAIN
- PROPOSED VALVE
- PROPOSED FIRE HYDRANT
- W.S. WATER SERVICE
- EX. WATER MAIN TO BE GROUT–FILLED AND ABANDONED

NO.	REVISIONS	BY	DATE

APPROVED BY:

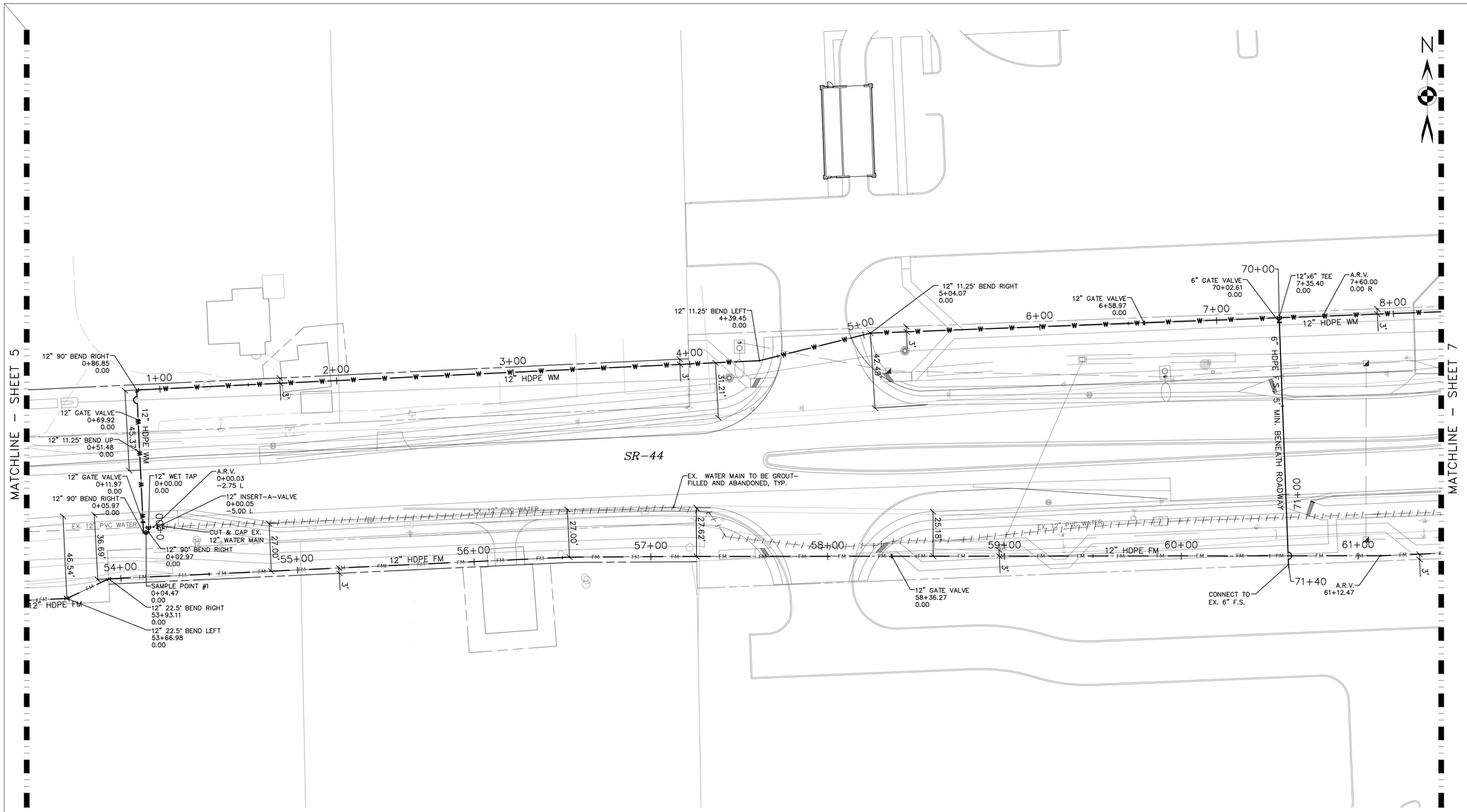
RAYMOND BAHRAMI, P.E., CITY ENGINEER
FL. LIC. PROF. ENGINEER No. 65552

DRAWING NOT VALID UNLESS EMBOSSED WITH ENGINEER'S SEAL AND ORIGINAL SIGNATURE

City of DeLand, Florida
ENGINEERING DEPARTMENT
1102 S. Garfield Avenue
DeLand, Florida 32724
TEL: 386/626-7196 FAX: 386/736-5366

WATER MAIN RELOCATION PLAN (1)
SR-44 & KEPLER RD WATER MAIN RELOCATION

DATE:	5/5/23	PROJECT NO.	20-26
SCALE:	1"=30'	DRAWING NO.	Sheet 5 of 13
DRAWN BY:	S.C.		



SEC. 11, T. 17, R. 30 E.

NOTES:
1 – EXACT LOCATION OF ALL UTILITY SERVICE CONNECTIONS TO BE DETERMINED IN THE FIELD BY CONTRACTOR.
2 – 36" MINIMUM DEPTH OF BORE.

VOLUSIA COUNTY RIGHT OF WAY NOTES:

1. CALL VOLUSIA COUNTY ENG. OFFICE AT (386-736-5926), ONE DAY PRIOR TO BEGINNING ALL PERMITTED WORK, ALL INSPECTIONS, ANY CHANGES FROM APPROVED PLANS AND WHEN COMPLETED.
2. VOLUSIA COUNTY TRAFFIC ENGINEERING (386 736-5968) IS NOT A MEMBER OF SUNSHINE ONE CALL. PLEASE CALL FOR LOCATES TWO DAYS PRIOR OF PROPOSED WORK.
3. ALL ROAD CLOSURES/LANE CLOSURES/LANE SHIFTS/SIDEWALK CLOSURES (& FLAGGING OPS) "ARE SEPARATE FROM THE PERMIT" AND REQUIRE MOT PLAN REVIEW & APPROVAL WITH 7 DAY PRIOR NOTICE FROM VOLUSIA COUNTY TRAFFIC OPERATIONS AT (386-239-6535) PRIOR TO ANY CLOSURES. MOT IS REQUIRED ON ALL JOBS.
4. THE VOLUSIA COUNTY (STAMPED) APPROVED PLANS & PERMIT PLACARD MUST BE ONSITE AT ALL TIMES.
5. NO DRIVING OR PARKING OF ANY VEHICLE IS ALLOWED ON SIDEWALKS/TRAILS. ANY DAMAGES TO SIDEWALKS/TRAILS TO BE REPAIRED/REPLACED WITH 6 INCH CONCRETE BY THE CONTRACTOR, PER ADA STANDARDS.
6. NO TRENCH/EXCAVATIONS/DROP-OFFS SHALL BE LEFT UNSAFE, OPEN OR UNATTENDED OVERNIGHT WITHIN THE RIGHT OF WAY.
7. RE-GRADE & SOD ALL DISTURBED AREAS WITHIN THE RIGHT OF WAY.
8. APPLICANT/CONTRACTOR IS RESPONSIBLE FOR PRE/POST CONSTRUCTION VIDEO/PHOTOS OF EXISTING SITE, ADJACENT LOTS & RIGHT OF WAYS TO INCLUDE BUILDINGS, ROADWAYS, DRIVEWAYS, SIDEWALKS, DITCH SWALES, CULVERTS AND ABOVE GROUND UTILITIES.

LEGEND:

- FM — PROPOSED FORCE MAIN
- W — PROPOSED WATER MAIN
- PROPOSED VALVE
- PROPOSED FIRE HYDRANT
- W.S. — WATER SERVICE
- EX. WATER MAIN TO BE GROUT-FILLED AND ABANDONED

NO.	REVISIONS	BY	DATE

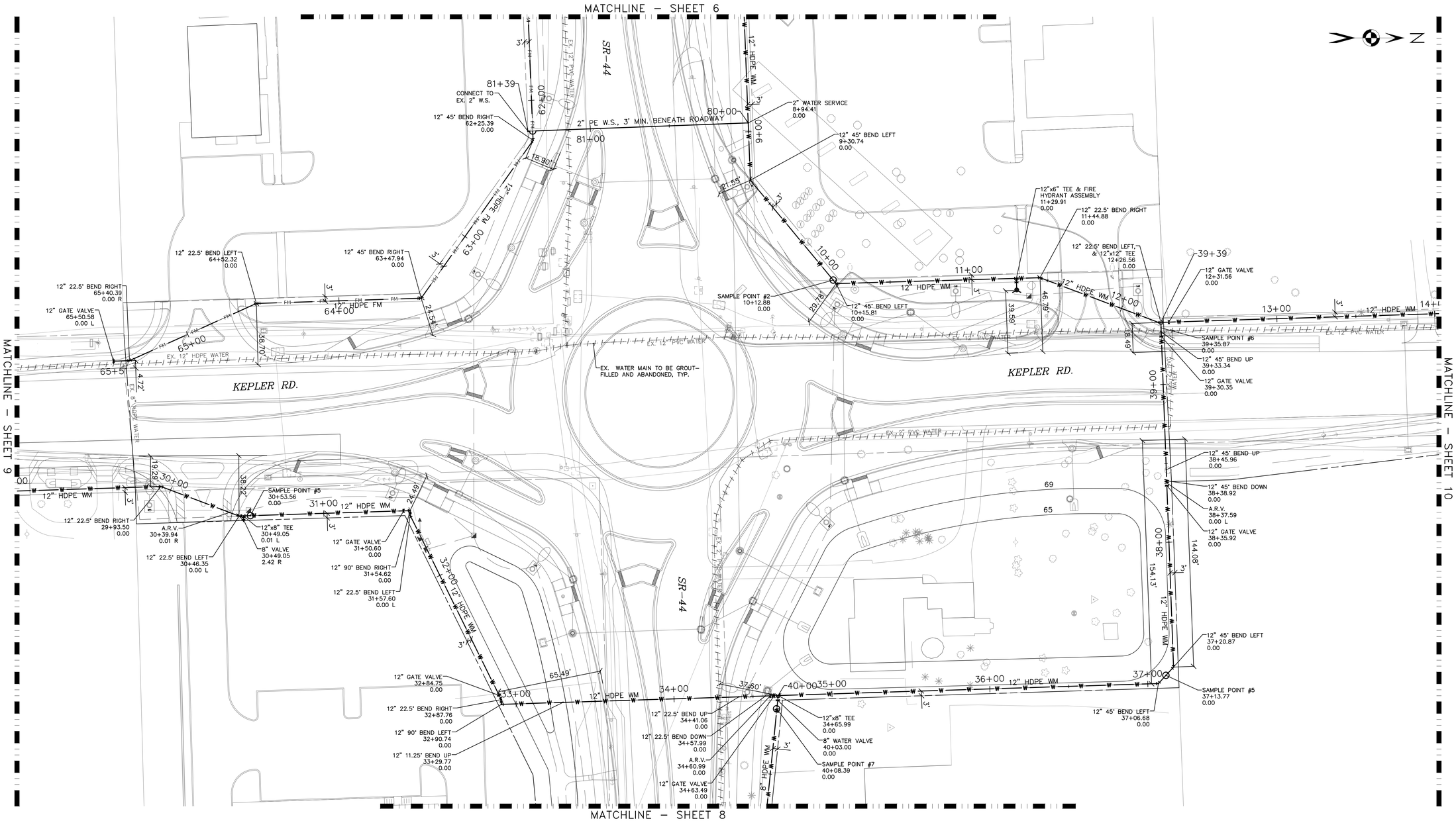
APPROVED BY: _____
RAYMOND BAHRAMI, P.E., CITY ENGINEER
FL. LIC. PROF. ENGINEER No. 65552

DRAWING NOT VALID UNLESS EMBOSSED WITH ENGINEER'S SEAL AND ORIGINAL SIGNATURE

City of DeLand, Florida
ENGINEERING DEPARTMENT
1102 S. Garfield Avenue
DeLand, Florida 32724
TEL: 386/626-7196 FAX: 386/736-5366

WATER MAIN RELOCATION PLAN (1)
SR-44 & KEPLER RD WATER MAIN RELOCATION

DATE:	5/5/23	PROJECT NO.	20-26
SCALE:	1"=30'	DRAWING NO.	Sheet 6 of 13
DRAWN BY:	S.C.		



SEC. 11, T. 17, R. 30 E.

NOTES:
1 – EXACT LOCATION OF ALL UTILITY SERVICE CONNECTIONS TO BE DETERMINED IN THE FIELD BY CONTRACTOR.
2 – 36" MINIMUM DEPTH OF BORE.

VOLUSIA COUNTY RIGHT OF WAY NOTES:

1. CALL VOLUSIA COUNTY ENG. OFFICE AT (386-736-5926), ONE DAY PRIOR TO BEGINNING ALL PERMITTED WORK, ALL INSPECTIONS, ANY CHANGES FROM APPROVED PLANS AND WHEN COMPLETED.
2. VOLUSIA COUNTY TRAFFIC ENGINEERING (386 736-5968) IS NOT A MEMBER OF SUNSHINE ONE CALL. PLEASE CALL FOR LOCATES TWO DAYS PRIOR OF PROPOSED WORK.
3. ALL ROAD CLOSURES/LANE CLOSURES/LANE SHIFTS/SIDEWALK CLOSURES (& FLAGGING OPS) "ARE SEPARATE FROM THE PERMIT" AND REQUIRE MOT PLAN REVIEW & APPROVAL WITH 7 DAY PRIOR NOTICE FROM VOLUSIA COUNTY TRAFFIC OPERATIONS AT (386-239-6535) PRIOR TO ANY CLOSURES. MOT IS REQUIRED ON ALL JOBS.
4. THE VOLUSIA COUNTY (STAMPED) APPROVED PLANS & PERMIT PLACARD MUST BE ONSITE AT ALL TIMES.
5. NO DRIVING OR PARKING OF ANY VEHICLE IS ALLOWED ON SIDEWALKS/TRAILS. ANY DAMAGES TO SIDEWALKS/TRAILS TO BE REPAIRED/REPLACED WITH 6 INCH CONCRETE BY THE CONTRACTOR, PER ADA STANDARDS.
6. NO TRENCH/EXCAVATIONS/DROP-OFFS SHALL BE LEFT UNSAFE, OPEN OR UNATTENDED OVERNIGHT WITHIN THE RIGHT OF WAY.
7. RE-GRADE & SOD ALL DISTURBED AREAS WITHIN THE RIGHT OF WAY.
8. APPLICANT/CONTRACTOR IS RESPONSIBLE FOR PRE/POST CONSTRUCTION VIDEO/PHOTOS OF EXISTING SITE, ADJACENT LOTS & RIGHT OF WAYS TO INCLUDE BUILDINGS, ROADWAYS, DRIVEWAYS, SIDEWALKS, DITCH SWALES, CULVERTS AND ABOVE GROUND UTILITIES.

LEGEND:

- FM — PROPOSED FORCE MAIN
- W — PROPOSED WATER MAIN
- PROPOSED VALVE
- PROPOSED FIRE HYDRANT
- W.S. — WATER SERVICE
- EX. WATER MAIN TO BE GROUT-FILLED AND ABANDONED

NO.	REVISIONS	BY	DATE

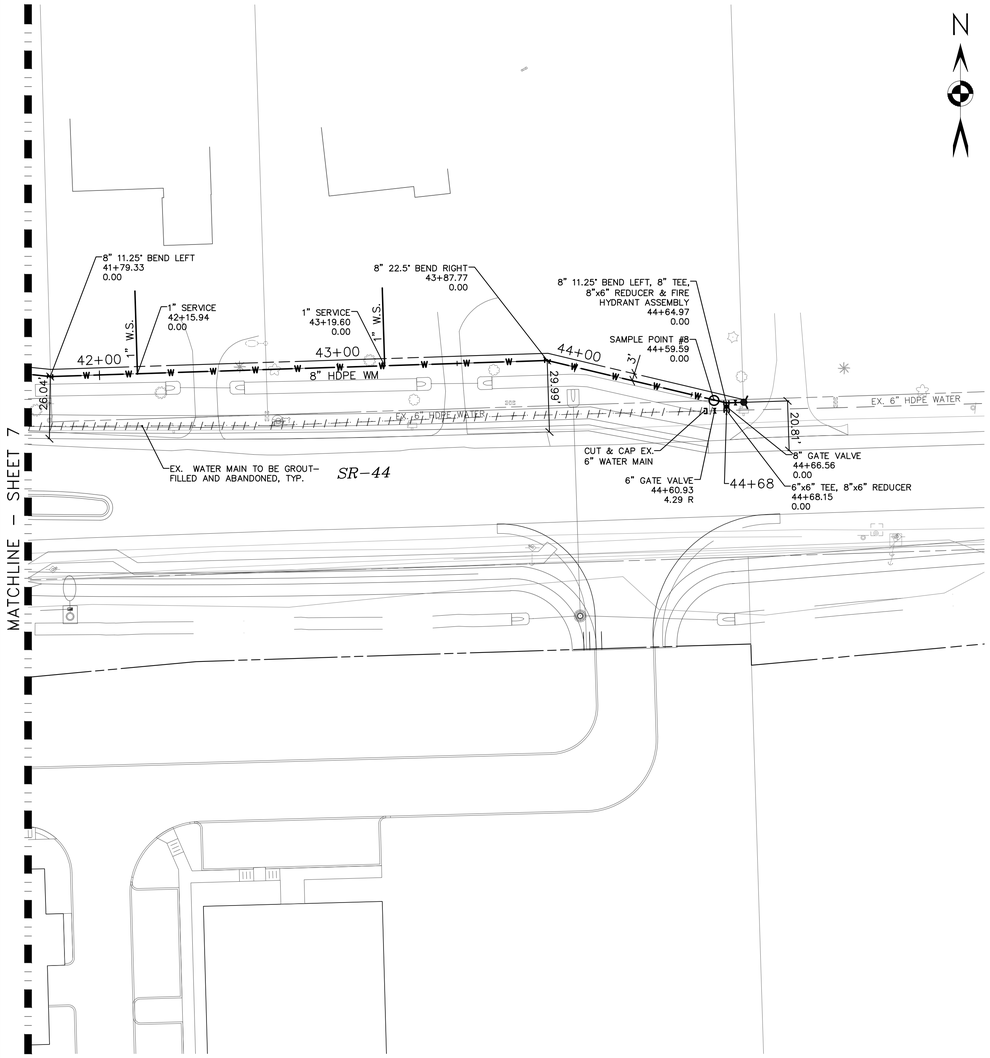
APPROVED BY: RAYMOND BAHRAMI, P.E., CITY ENGINEER
FL. LIC. PROF. ENGINEER No. 65552

DRAWING NOT VALID UNLESS EMBOSSED WITH ENGINEER'S SEAL AND ORIGINAL SIGNATURE

City of DeLand, Florida
ENGINEERING DEPARTMENT
1102 S. Garfield Avenue
DeLand, Florida 32724
TEL: 386/626-7196 FAX: 386/736-5366

WATER MAIN RELOCATION PLAN (2)
SR-44 & KEPLER RD WATER MAIN RELOCATION

DATE:	5/5/23	PROJECT NO.	20-26
SCALE:	1"=80'	DRAWING NO.	Sheet 7 of 13
DRAWN BY:	S.C.		



SEC. 11, T. 17, R. 30 E.

NOTES:
1 – EXACT LOCATION OF ALL UTILITY SERVICE CONNECTIONS TO BE DETERMINED IN THE FIELD BY CONTRACTOR.
2 – 36" MINIMUM DEPTH OF BORE.

VOLUSIA COUNTY RIGHT OF WAY NOTES:

1. CALL VOLUSIA COUNTY ENG. OFFICE AT (386-736-5926), ONE DAY PRIOR TO BEGINNING ALL PERMITTED WORK, ALL INSPECTIONS, ANY CHANGES FROM APPROVED PLANS AND WHEN COMPLETED.
2. VOLUSIA COUNTY TRAFFIC ENGINEERING (386 736-5968) IS NOT A MEMBER OF SUNSHINE ONE CALL. PLEASE CALL FOR LOCATES TWO DAYS PRIOR OF PROPOSED WORK.
3. ALL ROAD CLOSURES/LANE CLOSURES/LANE SHIFTS/SIDEWALK CLOSURES (& FLAGGING OPS) *ARE SEPARATE FROM THE PERMIT* AND REQUIRE MOT PLAN REVIEW & APPROVAL WITH 7 DAY PRIOR NOTICE FROM VOLUSIA COUNTY TRAFFIC OPERATIONS AT (386-239-6535) PRIOR TO ANY CLOSURES. MOT IS REQUIRED ON ALL JOBS.
4. THE VOLUSIA COUNTY (STAMPED) APPROVED PLANS & PERMIT PLACARD MUST BE ONSITE AT ALL TIMES.
5. NO DRIVING OR PARKING OF ANY VEHICLE IS ALLOWED ON SIDEWALKS/TRAILS. ANY DAMAGES TO SIDEWALKS/TRAILS TO BE REPAIRED/REPLACED WITH 6 INCH CONCRETE BY THE CONTRACTOR, PER ADA STANDARDS.
6. NO TRENCH/EXCAVATIONS/DROP-OFFS SHALL BE LEFT UNSAFE, OPEN OR UNATTENDED OVERNIGHT WITHIN THE RIGHT OF WAY.
7. RE-GRADE & SOD ALL DISTURBED AREAS WITHIN THE RIGHT OF WAY.
8. APPLICANT/CONTRACTOR IS RESPONSIBLE FOR PRE/POST CONSTRUCTION VIDEO/PHOTOS OF EXISTING SITE, ADJACENT LOTS & RIGHT OF WAYS TO INCLUDE BUILDINGS, ROADWAYS, DRIVEWAYS, SIDEWALKS, DITCH SWALES, CULVERTS AND ABOVE GROUND UTILITIES.

LEGEND:

—— FM ——	PROPOSED FORCE MAIN
——W——	PROPOSED WATER MAIN
	PROPOSED VALVE
	PROPOSED FIRE HYDRANT
W.S.	WATER SERVICE
	EX. WATER MAIN TO BE GROUT-FILLED AND ABANDONED

NO.	REVISIONS	BY	DATE

APPROVED BY:

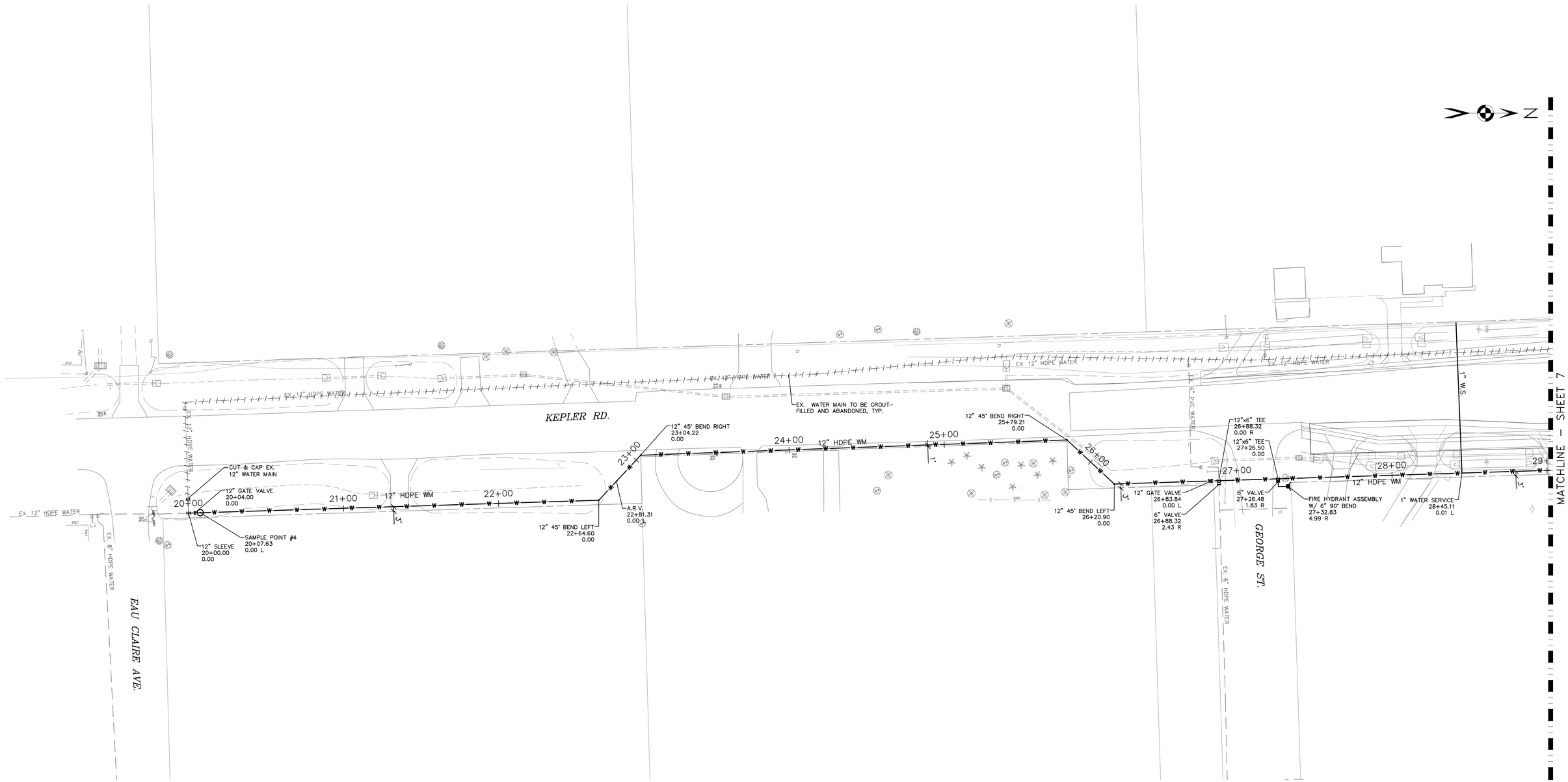
RAYMOND BAHRAMI, P.E., CITY ENGINEER
FL. LIC. PROF. ENGINEER No. 65552

DRAWING NOT VALID UNLESS EMBOSSED WITH ENGINEER'S SEAL AND ORIGINAL SIGNATURE

City of DeLand, Florida
ENGINEERING DEPARTMENT
1102 S. Garfield Avenue
DeLand, Florida 32724
TEL: 386/626-7196 FAX: 386/736-5366

WATER MAIN RELOCATION PLAN (3)
SR-44 & KEPLER RD WATER MAIN RELOCATION

DATE:	5/5/23	PROJECT NO.	20-26
SCALE:	1"=30'	DRAWING NO.	Sheet 8 of 13
DRAWN BY:	S.C.		



SEC. 11, T. 17, R. 30 E.

NOTES:
1 – EXACT LOCATION OF ALL UTILITY SERVICE CONNECTIONS TO BE DETERMINED IN THE FIELD BY CONTRACTOR.
2 – 36" MINIMUM DEPTH OF BORE.

VOLUSIA COUNTY RIGHT OF WAY NOTES:

1. CALL VOLUSIA COUNTY ENG. OFFICE AT (386-736-5926), ONE DAY PRIOR TO BEGINNING ALL PERMITTED WORK, ALL INSPECTIONS, ANY CHANGES FROM APPROVED PLANS AND WHEN COMPLETED.
2. VOLUSIA COUNTY TRAFFIC ENGINEERING (386 736-5968) IS NOT A MEMBER OF SUNSHINE ONE CALL. PLEASE CALL FOR LOCATES TWO DAYS PRIOR OF PROPOSED WORK.
3. ALL ROAD CLOSURES/LANE CLOSURES/LANE SHIFTS/SIDEWALK CLOSURES (& FLAGGING OPS) "ARE SEPARATE FROM THE PERMIT" AND REQUIRE MOT PLAN REVIEW & APPROVAL WITH 7 DAY PRIOR NOTICE FROM VOLUSIA COUNTY TRAFFIC OPERATIONS AT (386-239-6535) PRIOR TO ANY CLOSURES. MOT IS REQUIRED ON ALL JOBS.
4. THE VOLUSIA COUNTY (STAMPED) APPROVED PLANS & PERMIT PLACARD MUST BE ONSITE AT ALL TIMES.
5. NO DRIVING OR PARKING OF ANY VEHICLE IS ALLOWED ON SIDEWALKS/TRAILS. ANY DAMAGES TO SIDEWALKS/TRAILS TO BE REPAIRED/REPLACED WITH 6 INCH CONCRETE BY THE CONTRACTOR, PER ADA STANDARDS.
6. NO TRENCH/EXCAVATIONS/DROP-OFFS SHALL BE LEFT UNSAFE, OPEN OR UNATTENDED OVERNIGHT WITHIN THE RIGHT OF WAY.
7. RE-GRADE & SOD ALL DISTURBED AREAS WITHIN THE RIGHT OF WAY.
8. APPLICANT/CONTRACTOR IS RESPONSIBLE FOR PRE/POST CONSTRUCTION VIDEO/PHOTOS OF EXISTING SITE, ADJACENT LOTS & RIGHT OF WAYS TO INCLUDE BUILDINGS, ROADWAYS, DRIVEWAYS, SIDEWALKS, DITCH SWALES, CULVERTS AND ABOVE GROUND UTILITIES.

LEGEND:

—— FM ——	PROPOSED FORCE MAIN
——W——	PROPOSED WATER MAIN
	PROPOSED VALVE
	PROPOSED FIRE HYDRANT
W.S.	WATER SERVICE
	EX. WATER MAIN TO BE GROUT-FILLED AND ABANDONED

NO.	REVISIONS	BY	DATE

APPROVED BY:

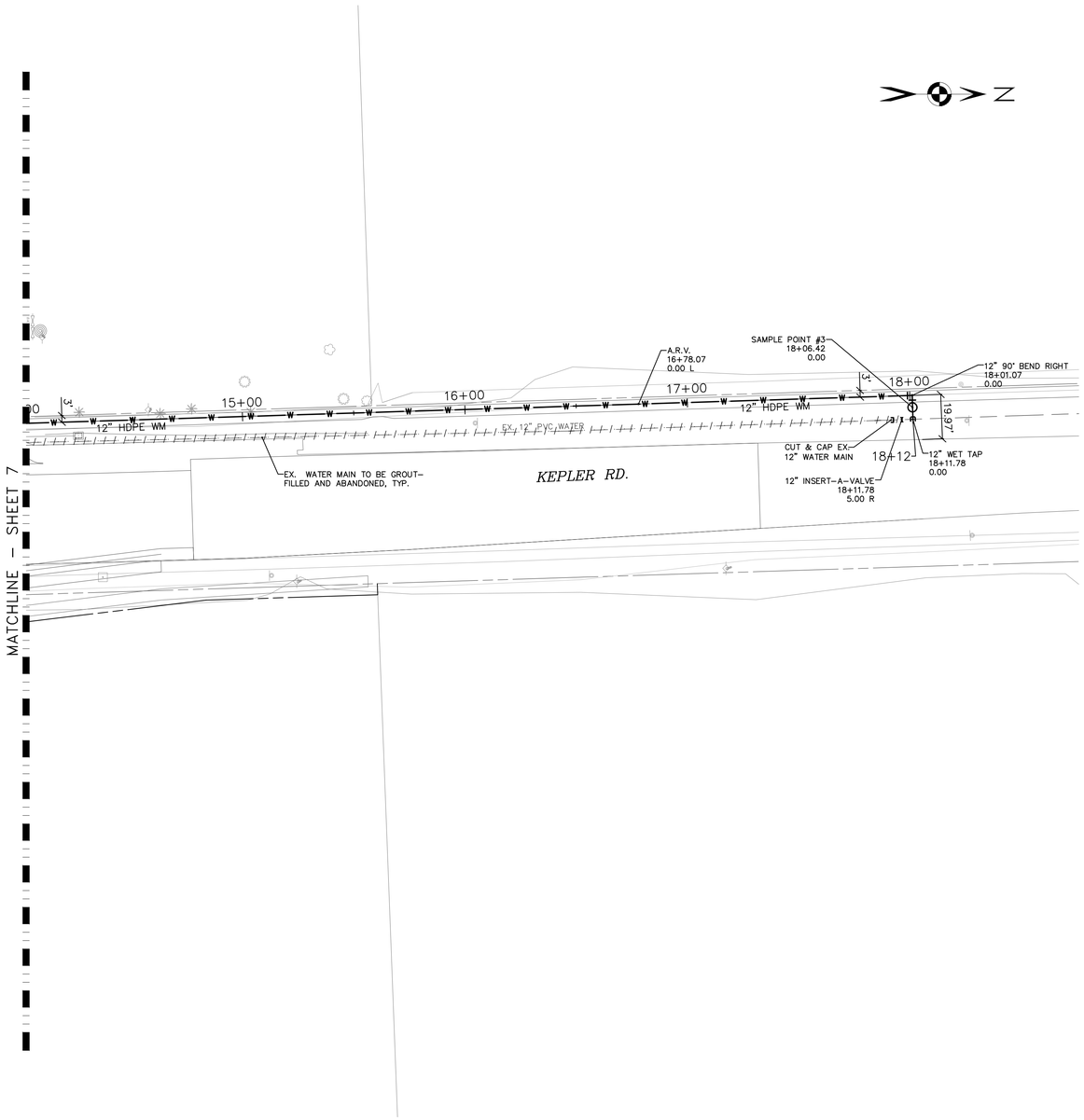
RAYMOND BAHRAMI, P.E., CITY ENGINEER
FL. LIC. PROF. ENGINEER No. 65552

DRAWING NOT VALID UNLESS EMBOSSED WITH ENGINEER'S SEAL AND ORIGINAL SIGNATURE

City of DeLand, Florida
ENGINEERING DEPARTMENT
1102 S. Garfield Avenue
DeLand, Florida 32724
TEL: 386/626-7196 FAX: 386/736-5366

WATER MAIN RELOCATION PLAN (4)
SR-44 & KEPLER RD WATER MAIN RELOCATION

DATE:	5/5/23	PROJECT NO.	20-26
SCALE:	1"=30'	DRAWING NO.	Sheet 9 of 13
DRAWN BY:	S.C.		



SEC. 11, T. 17, R. 30 E.

NOTES:
1 – EXACT LOCATION OF ALL UTILITY SERVICE CONNECTIONS TO BE DETERMINED IN THE FIELD BY CONTRACTOR.
2 – 36" MINIMUM DEPTH OF BORE.

VOLUSIA COUNTY RIGHT OF WAY NOTES:

1. CALL VOLUSIA COUNTY ENG. OFFICE AT (386-736-5926), ONE DAY PRIOR TO BEGINNING ALL PERMITTED WORK, ALL INSPECTIONS, ANY CHANGES FROM APPROVED PLANS AND WHEN COMPLETED.
2. VOLUSIA COUNTY TRAFFIC ENGINEERING (386 736-5968) IS NOT A MEMBER OF SUNSHINE ONE CALL. PLEASE CALL FOR LOCATES TWO DAYS PRIOR OF PROPOSED WORK.
3. ALL ROAD CLOSURES/LANE CLOSURES/LANE SHIFTS/SIDEWALK CLOSURES (& FLAGGING OPS) "ARE SEPARATE FROM THE PERMIT" AND REQUIRE MOT PLAN REVIEW & APPROVAL WITH 7 DAY PRIOR NOTICE FROM VOLUSIA COUNTY TRAFFIC OPERATIONS AT (386-239-6535) PRIOR TO ANY CLOSURES. MOT IS REQUIRED ON ALL JOBS.
4. THE VOLUSIA COUNTY (STAMPED) APPROVED PLANS & PERMIT PLACARD MUST BE ONSITE AT ALL TIMES.
5. NO DRIVING OR PARKING OF ANY VEHICLE IS ALLOWED ON SIDEWALKS/TRAILS. ANY DAMAGES TO SIDEWALKS/TRAILS TO BE REPAIRED/REPLACED WITH 6 INCH CONCRETE BY THE CONTRACTOR, PER ADA STANDARDS.
6. NO TRENCH/EXCAVATIONS/DROP-OFFS SHALL BE LEFT UNSAFE, OPEN OR UNATTENDED OVERNIGHT WITHIN THE RIGHT OF WAY.
7. RE-GRADE & SOD ALL DISTURBED AREAS WITHIN THE RIGHT OF WAY.
8. APPLICANT/CONTRACTOR IS RESPONSIBLE FOR PRE/POST CONSTRUCTION VIDEO/PHOTOS OF EXISTING SITE, ADJACENT LOTS & RIGHT OF WAYS TO INCLUDE BUILDINGS, ROADWAYS, DRIVEWAYS, SIDEWALKS, DITCH SWALES, CULVERTS AND ABOVE GROUND UTILITIES.

LEGEND:

—— FM ——	PROPOSED FORCE MAIN
——W——	PROPOSED WATER MAIN
	PROPOSED VALVE
	PROPOSED FIRE HYDRANT
W.S.	WATER SERVICE
	EX. WATER MAIN TO BE GROUT-FILLED AND ABANDONED

NO.	REVISIONS	BY	DATE

APPROVED BY:

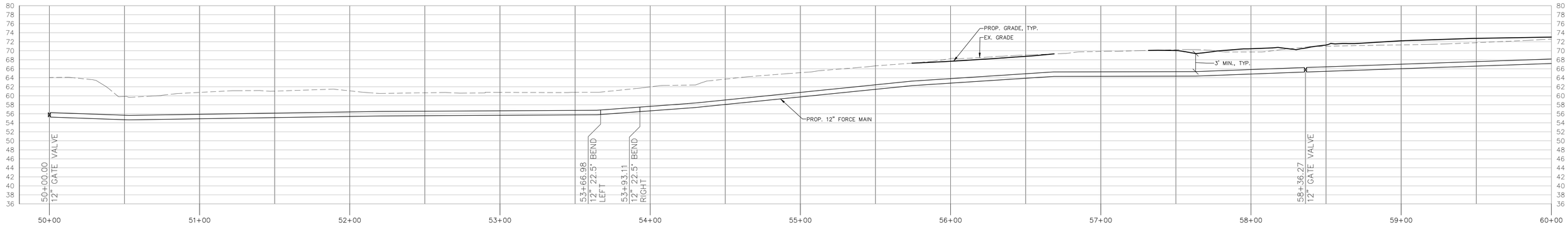
RAYMOND BAHRAMI, P.E., CITY ENGINEER
FL. LIC. PROF. ENGINEER No. 65552

DRAWING NOT VALID UNLESS EMBOSSED WITH ENGINEER'S SEAL AND ORIGINAL SIGNATURE

City of DeLand, Florida
ENGINEERING DEPARTMENT
1102 S. Garfield Avenue
DeLand, Florida 32724
TEL: 386/626-7196 FAX: 386/736-5366

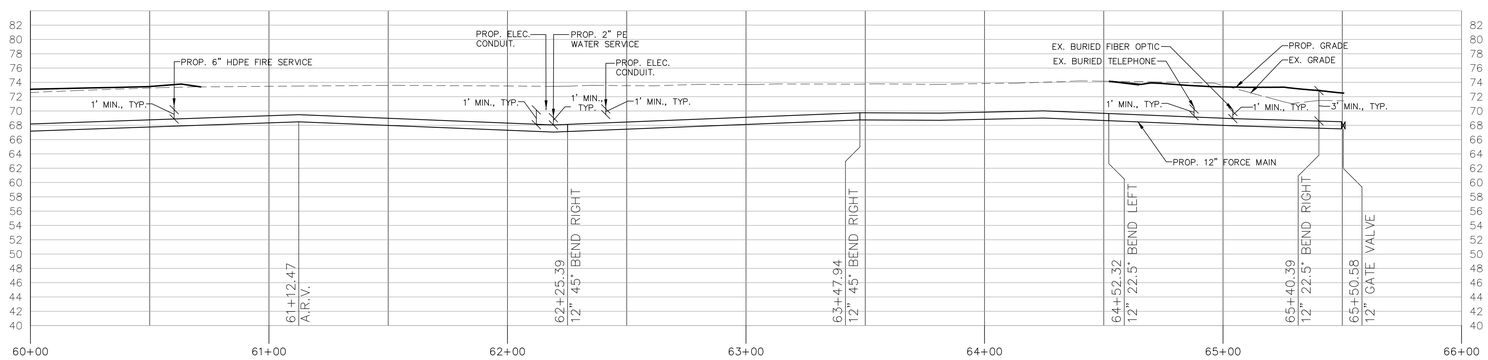
WATER MAIN RELOCATION PLAN (5)
SR-44 & KEPLER RD WATER MAIN RELOCATION

DATE:	5/5/23	PROJECT NO.	20-26
SCALE:	1"=30'	DRAWING NO.	Sheet 10 of 13
DRAWN BY:	S.C.		



12" FORCE MAIN

PROFILE VIEW: HORIZ: 1"=30'
VERT: 1"=10'



12" FORCE MAIN

PROFILE VIEW: HORIZ: 1"=30'
VERT: 1"=10'

SEC. 11, T. 17, R. 30 E.

NO.	REVISIONS	BY	DATE

APPROVED BY:

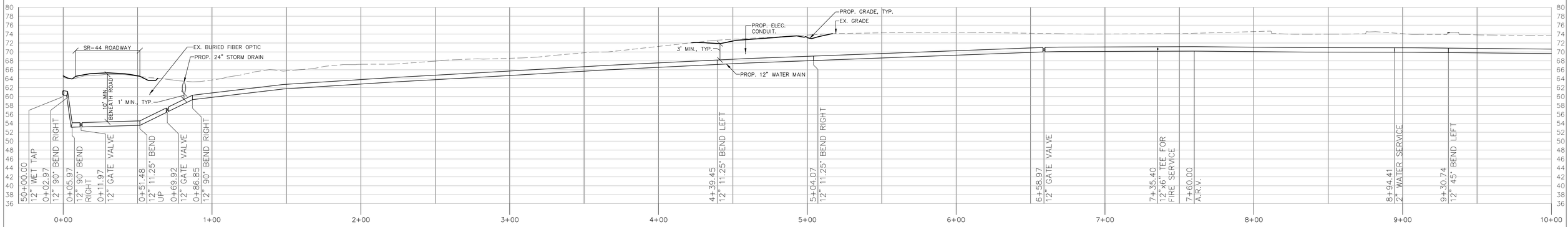
RAYMOND BAHRAMI, P.E., CITY ENGINEER
FL. LIC. PROF. ENGINEER No. 65552

DRAWING NOT VALID UNLESS EMBOSSED WITH ENGINEER'S SEAL AND ORIGINAL SIGNATURE

City of DeLand, Florida
ENGINEERING DEPARTMENT
1102 S. Garfield Avenue
DeLand, Florida 32724
TEL: 386/626-7196 FAX: 386/736-5366

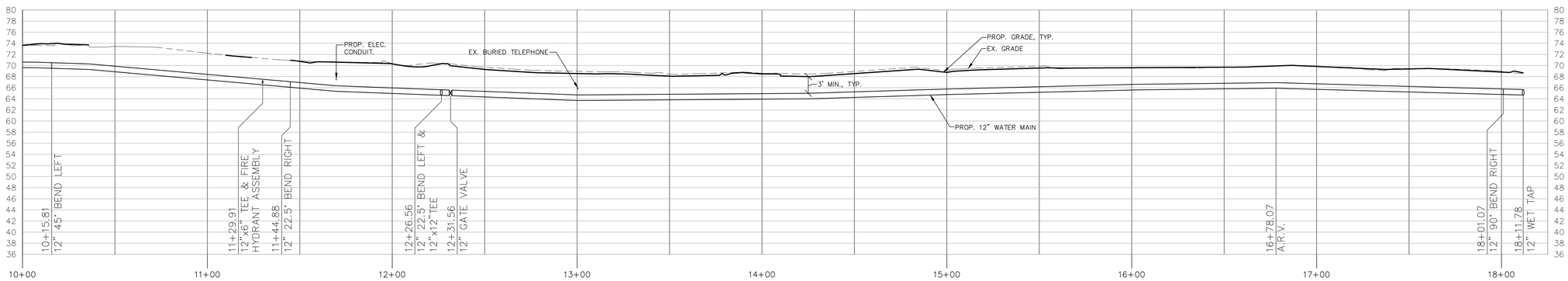
12" FORCE MAIN PROFILE
SR-44 & KEPLER RD WATER MAIN RELOCATION

DATE: 5/5/23	PROJECT NO. 20-26
SCALE: AS SHOWN	DRAWING NO.
DRAWN BY: S.C.	Sheet 11 of 16



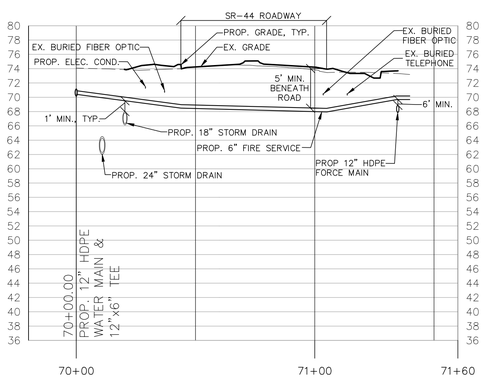
12" WATER MAIN – W. SR-44 & N. KEPLER RD

PROFILE VIEW: HORIZ: 1"=30'
VERT: 1"=10'



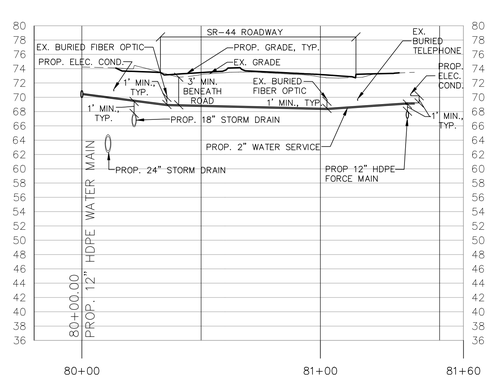
12" WATER MAIN – W. SR-44 & N. KEPLER RD

PROFILE VIEW: HORIZ: 1"=30'
VERT: 1"=10'



6" FIRE SERVICE BENEATH SR-44

PROFILE VIEW: HORIZ: 1"=30'
VERT: 1"=10'



2" WATER SERVICE BENEATH SR-44

PROFILE VIEW: HORIZ: 1"=30'
VERT: 1"=10'

SEC. 11, T. 17, R. 30 E.

NO.	REVISIONS	BY	DATE

APPROVED BY:

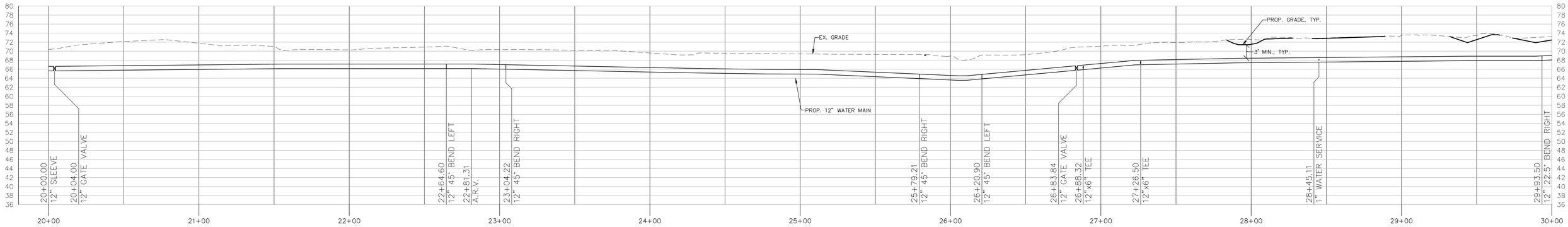
RAYMOND BAHRAMI, P.E., CITY ENGINEER
FL. LIC. PROF. ENGINEER No. 65552

DRAWING NOT VALID UNLESS EMBOSSED WITH ENGINEER'S SEAL AND ORIGINAL SIGNATURE

City of DeLand, Florida
ENGINEERING DEPARTMENT
1102 S. Garfield Avenue
DeLand, Florida 32724
TEL: 386/626-7196 FAX: 386/736-5366

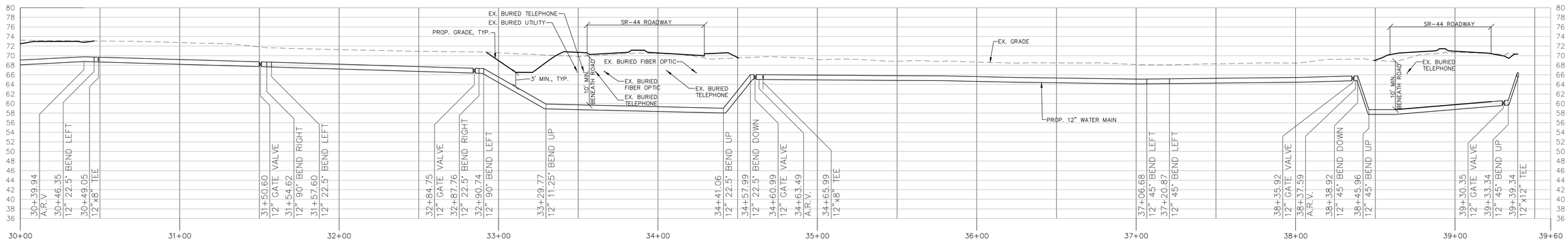
12" WATER MAIN & SERVICE PROFILES
SR-44 & KEPLER RD WATER MAIN RELOCATION

DATE: 5/5/23	PROJECT NO. 20-26
SCALE: AS SHOWN	DRAWING NO. Sheet 12 of 16
DRAWN BY: S.C.	



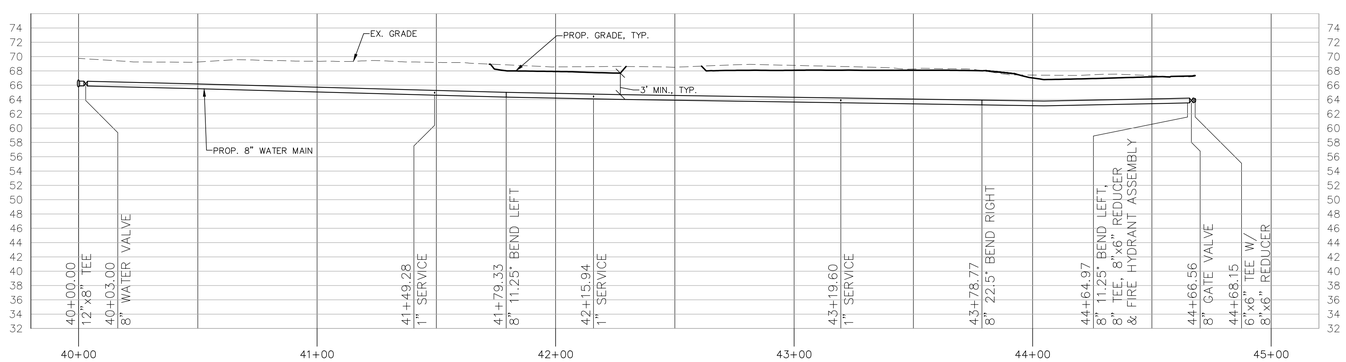
12" WATER MAIN – KEPLER RD.

PROFILE VIEW: HORIZ: 1"=30'
VERT: 1"=10'



12" WATER MAIN – KEPLER RD.

PROFILE VIEW: HORIZ: 1"=30'
VERT: 1"=10'



8" WATER MAIN – E. SR-44

PROFILE VIEW: HORIZ: 1"=30'
VERT: 1"=10'

SEC. 11, T. 17, R. 30 E.

NO.	REVISIONS	BY	DATE

APPROVED BY:

RAYMOND BAHRAMI, P.E., CITY ENGINEER
FL. LIC. PROF. ENGINEER No. 65552

DRAWING NOT VALID UNLESS EMBOSSED WITH ENGINEER'S SEAL AND ORIGINAL SIGNATURE

City of DeLand, Florida
ENGINEERING DEPARTMENT
1102 S. Garfield Avenue
DeLand, Florida 32724
TEL: 386/626-7196 FAX: 386/736-5366

12" & 8" WATER MAIN PROFILES
SR-44 & KEPLER RD WATER MAIN RELOCATION

DATE:	5/5/23	PROJECT NO.	20-26
SCALE:	AS SHOWN	DRAWING NO.	Sheet 13 of 16
DRAWN BY:	S.C.		

CITY OF DELAND
Request for Commission Action
August 7, 2023

SUBJECT: Consideration re Recommended Short List of Civil & Transportation Engineering, Final Plat and Site Plan Review Services Consultants.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: List of firms responding to RFQ, Request for Expressions of Interest and

APPROVED BY: Michael Pleus, City Manager, July 31, 2023

SUMMARY/HIGHLIGHT:

Staff initiated a selection process for civil and transportation engineering, final plat and site plan review consultants in order to provide a current contract with one or more firms to perform civil & transportation engineering, final plat and site plan review services. Staff issued a Request for Expressions of Interest and Statements of Qualifications which is attached to this agenda item. Submittals were received from nine firms as listed on the attached tabulation.

A selection committee consisting of Commissioner Kevin Reid, Ray Underwood, Ray Bahrami, Rick Werbiskis and Rick Hall numerically ranked the submittals in accordance with the evaluation criteria issued with the City's request for submittals. The Selection Committee ranked firms in four categories which includes Civil Engineering, Transportation Engineering, Site Plan Review and Final Plat Review services.

The Committee's consensus recommendation of the top four Civil Engineering firms to be interviewed and further considered are:
1. Zev Cohen & Associates, Inc.
2. Freese & Nichols, Inc.
3. CPH
4. EXP

The Committee's consensus recommendation of the top two Transportation Engineering firms to be interviewed and further considered are:
1. LTG Engineering & Planning
2. CPH

The Committee's consensus recommendation of the top two Final Plan Review services firms to be interviewed and further considered are:
1. CPH
2. Zev Cohen & Associates, Inc.

The Selection Committee recommended selecting CPH as the top Final Plat Review services firm since CPH ranked first by all Selection Committee members.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Preparing for the future (Sustainability).

SUSTAINABILITY:

N/A

FISCAL IMPACT:

No fiscal impact is anticipated as a result of short listing of the various firms.

RECOMMENDATION:

Staff recommends that the City Commission approve the Selection Committee's recommendation that CPH, EXP, Freese & Nichols, LTG Engineering & Planning and Zev Cohen & Associates be interviewed and further evaluated by the Selection Committee.

BACKGROUND/DISCUSSION:

N/A

120 S. Florida Ave.
DeLand, FL 32720
Phone: 386-626-7000
Fax: 386-626-7140

REQUEST FOR QUALIFICATIONS - NAMES ONLY TABULATION SHEET

RFP Title: Civil Engineering, Transportation Engineering, Site Plan & Final Plan Review Services
RFP/Q No: RFQ-23-01
OPENING DATE & TIME: July 14, 2023 @ 3:00 P.M.
POSTING DATE: July 19, 2023 **POSTED BY: Corey McMillen**

PROPOSALS WERE RECEIVED FROM THE FOLLOWING:

VENDOR	VENDOR CITY/STATE
Avcon, Inc.	DeLand, FL
CPH	Sanford, FL
EXP	Maitland, FL
Freese & Nichols, Inc.	Palm Coast, FL
MetaWorld Civil Consulting, LLC	Port Orange, FL
LTG Engineering & Planning	Ormond Beach, FL
SSMC	Orlando, FL
TOCOI Engineering	Green Cove Springs, FL
Zev Cohen & Associates, Inc.	Ormond Beach, FL

City of DeLand

REQUEST FOR QUALIFICATIONS

RFQ-23-01

Civil Engineering, Transportation Engineering, Site Plan & Final Plat Review Services

City of DeLand
120 S. Florida Ave.
DeLand, Florida 32720
(321) 626-7000

Daytona Beach News Journal
Legal Section Ad dated 06/15/23

CITY OF DELAND
NOTICE TO BIDDERS
RFQ-23-01

NOTICE IS HEREBY GIVEN that the City of DeLand will receive sealed proposals at the City Hall 2nd floor receptionist, 120 South Florida Avenue, DeLand, Florida, until 3:00 p.m. on July 14, 2023 and will open the submitted bids in the Commission Chambers, first floor, immediately following the submittal closing time for the following:

"Civil Engineering, Transportation Engineering, Site Plan & Final Plat Review Services"

Proposals must comply and be submitted in accordance with the project technical specifications which may be obtained at the office of the City Hall, 120 S. Florida Avenue, DeLand, Florida, any time prior to the bid opening. Complete package is also available on DemandStar® (https://www.demandstar.com) & VendorLink (myvendorlink.com). Questions shall be directed to the office of the Purchasing Coordinator, Corey McMillen at 386-626-7078 or by email at mcmillenc@deland.org or Purchasing@deland.org.

Michael Pleus
City Manager

TABLE OF CONTENTS

I. INTRODUCTION

II. PURPOSE, SCOPE OF SERVICES

III. RECORD INFORMATION AND SITE VIEWING EVALUATION OF PROPOSALS

IV. SPECIAL TERMS AND CONDITIONS OF THE SOLICITATION

V. SUBMITTAL REQUIREMENTS

VI. EVALUATION CRITERIA

REQUEST FOR QUALIFICATIONS (RFQ)

RFQ-23-01

CIVIL ENGINEERING, TRANSPORTATION ENGINEERING, SITE PLAN & FINAL PLAN REVIEW SERVICES

I. INTRODUCTION

The City of DeLand hereby solicits Requests for Qualification from qualified firms that are interested in providing Civil Engineering and Transportation Engineering Services for various City projects, and Site Plan and Final Plat Services for private developments review. Firms may submit individual proposals for each category or multiple. If submitting proposals for multiple or all categories the firm must submit a separate proposal package (Section V – Submittal Requirements) for each category of service.

II. SCOPE OF SERVICES

The City is interested in establishing multi-year continuing professional services contracts with one or more professional engineering and surveying (Final Plat Review) firms to provide planning, design, permitting and construction phase Civil Engineering and Transportation Engineering Services for projects related to City of DeLand infrastructure, parks, buildings, and other facilities. Site Plan and Final Plat Review services will be performed for private developments submitted to the City for approval. The City has an extensive capital improvements program and can be expected to add projects to this program in the future. A qualified firm should be able to demonstrate expertise in the following areas:

- Design of municipal site plans, landscape plans, hardscape plans, streetscape plans, parking, paving-roadways, and right-of-way infrastructure, parks & recreation facilities (including stadiums) and other facilities similar to those currently owned and contemplated in the future by the City of DeLand
- Provide Site Plan and Final Plat Review services submitted by developers to the City of DeLand for approval
- Provide Transportation engineering services which includes but not limited to Traffic Impact Analysis (TIA) Review, Traffic Study, Traffic Count, Safety Improvements and Signalization
- Ability of the firm to coordinate work assignments through a single point of contact (project manager)
- Potential for the selected firm to avoid conflict of interest with land development projects
- Obtaining and renewing permits for all applicable regulatory agencies including SJRWMD, FDOT, Volusia County, FDEP Water and Sewer
- Construction inspection/administration on municipal projects
- Preparing cost estimates

The procurement of these services will be done by competitive selection and negotiation consistent with Chapter 287.055 of the Florida Statutes, "Consultants' Competitive Negotiation Act," and City of DeLand Purchasing Policy.

Qualified responses will be reviewed and ranked by the City's Selection Committee at a Public Meeting. At this meeting, the Selection Committee may make a final selection of the firm or firms; or the Selection Committee may choose to shortlist the top-ranked firms. If shortlisting is done, the shortlisted firms will be requested to make a presentation to the Selection Committee followed by an interview by the Selection Committee.

At least five (5) business days prior to the presentations/interviews the Selection Committee will provide those firms selected for a presentation/interview with a document that sets forth information regarding how the presentation and interview will be conducted, evaluated and ranked.

After the interviews, the Selection Committee will rank the finalists to determine the selected firm(s). Selection will be made in accordance with the Florida "Consultants' Competitive Negotiations Act" (§ 287.055, F.S.) and City of DeLand Purchasing Policy. The City reserves the right to revise, delete portions, and/or limit the scope of professional services and to reject any and all Responses.

Responses to this Request for Qualifications for **Civil Engineering, Transportation Engineering, Site Plan & Final Plan Review Services** will be received until **3:00 PM on July 14, 2023**.

Qualifications shall be submitted to the City of DeLand, Attn: Corey McMillen, 120 S. Florida Ave., DeLand, Florida 32720.

*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 bid only to the City of DeLand at the address above. To be considered, an RFQ must be accepted by the Purchasing Coordinator or designee no later than the closing date and time.

All firms and their agents are hereby placed on notice that they are not to contact members of the Deland City Council or staff regarding this RFQ, with the exception of the designated liaison. Public meetings of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by this Request for Qualifications and written correspondence in regards to this Request for Qualifications is to be submitted to the designated liaison.

The staff member designated as the liaison for this Request for Qualifications is Corey McMillen, Purchasing Coordinator, (386) 626-7078; e-mail mcmillenc@deland.org and purchasing@deland.org.

TIMELINE

Event	**Date**
Solicitation Date	June 15, 2023
Pre-Proposal Meeting	N/A
Question Deadline	July 7, 2023 @ 5:00 P.M.
Submission Deadline	July 14, 2023 @ 3:00 P.M.

III. RECORD INFORMATION AND SITE VIEWING

Complete package is available on DemandStar® (https://www.demandstar.com) & VendorLink (myvendorlink.com).

You may also contact the Purchasing Coordinator office at:

City of DeLand – Finance Department
Attn: Corey McMillen
120 S. Florida Ave.
DeLand, Florida 32720
(386) 626-7078 / Email: mcmillenc@deland.org & purchasing@deland.org

The City will not provide access to these sites before the Contractors submittal of their qualifications. Contractors that make the shortlist will be allowed limited access to the sites prior to their presentations and interviews.

1. All responses shall become the property of the City. The details of the sealed response documents submitted by a respondent will remain exempt from public inspection consistent with Chapter 119.071 of the Florida Statutes, General Exemptions from Inspection or Copying of Public Records.

2. All Contractors must acknowledge and conform to the statement on Public Entity Crimes prior to entering into a Contract with the City.

3. The City will not reimburse a respondent for any costs associated with preparation and submittal of responses to this solicitation.

4. Contractors acknowledge that all information contained within their responses are ultimately public records to the extent required by the State of Florida Public Records Laws.

5. Awards made pursuant to this Request for Qualifications are subject to the provisions of Chapter 112, Part III, Florida Statutes, "Code of Ethics for Public Officers and Employees." All respondents must disclose in their responses the name of any officer, director, or agent who is also an employee of the City. Furthermore, all Contractors must disclose the name of any City employee who owns, directly or indirectly, any interest of five percent (5%) or more in the Contractor's firm or any of the respondent's branches or subsidiaries.

6. Contractors, their agents, and associates shall not contact any City official or member of the City staff regarding this Request for Qualifications during the selection process. Failure to comply with this provision will result in disqualification of the Contractor. Only the designated liaison identified in this response may be contacted.

7. Contractor shall not discriminate with respect to age, race, color, gender, religion, disability, or national origin in any manner with regard to this solicitation.

8. The responsibility for determining the extent of the professional engineering services required rests solely with the respondent. Neither the City nor its representatives shall be responsible for determining the final scope of services that may be required.

9. All timely responses will be considered. Contractors are requested to clearly indicate any deviations from the submittal requirements.

10. Each Contractor is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, State of Florida and applicable local ordinances. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any Contractor from its obligation to honor its response and to perform completely in accordance with its response.

11. The City, at its discretion, reserves the right to waive minor informalities or irregularities in any response, request clarification of information from Contractors, to reject any and all responses in whole or in part, with or without cause, and to accept any response, which, in the City's judgment, will be in the City's best interest.

12. Any interpretation, clarification, correction or change to the Request for Qualifications will be made by written addendum issued by the City Purchasing Coordinator or designee. Any oral or other type of communication concerning the Request for Qualifications shall not be binding upon the City.

13. Responses must be signed by an individual of the Contractor's organization legally authorized to commit the Contractor's organization to the performance of the services contemplated by this Request for Qualifications.

14. Any Responses submitted before the deadline may be withdrawn by written request received by the City before the time fixed for receipt of Responses. Withdrawal of any Response will not prejudice the right of the respondent to submit a new or amended Response as long as the City receives the Response by the deadline as provided herein.

15. For good and sufficient reason, up to forty-eight (48) hours before the advertised deadline, the City may extend the Response deadline.

16. Any consultant or subconsultant selected to prepare the design criteria package for this project will not be allowed to propose or perform design or consultant services as part of the design/build team.

SCRUTINIZED CONTRACTORS

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 Agreement 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.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

VI. SPECIAL TERMS AND CONDITIONS OF THE SOLICITATION

1. A Contractor with which the City successfully negotiates terms and conditions for the Work shall be required to enter into a contract with the City that incorporates the requirements of this Request for Qualifications and terms and conditions. If the parties cannot agree to the services and/or fees for the project, the City reserves the right to cease negotiations with the subject Contractor and initiate negotiations with the Second-ranked Contractor (and so on).

2. The successful Contractor shall hold harmless, indemnify and defend the City, its Council members, employees, representatives and agents against any claim, action, loss, damage, injury, liability, cost and/or expense arising out of or incidental to respondent's services under this Agreement. Consideration for this indemnification provision will be included in the Contractor's hourly rate.

3. **The successful Contractor shall not be allowed to substitute project team members named in this response during the course of the contract without prior written permission of the City. This requirement is not negotiable**.

4. The successful Contractor, prior to signing of the contract, and before starting work on any projects, shall be required to submit all certificates of insurance as follows:

    a. Workers' Compensation – 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.

b. Comprehensive General Liability and Auto Liability – Including but not limited to bodily injury, property damage, and personal injury with limits of not less than $1,000,000 combined single limit per occurrence including Contractual Liability incurred under this Contract.

c. Professional Liability Insurance – For errors and omissions in the amounts of $3,000,000 per claim.

5. Tie - Award of all tie rankings shall be made by the Purchasing Coordinator in accordance with State Statutes, which allows a respondent certified as a Drug-Free Workplace to have precedence. When evaluation of responses to solicitations results in the identical ranking with regards to the responses from two or more Contractors, the City shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

   a. Priority shall be given to the respondent certifying that it is a Drug-Free Workplace as defined within §287.087, Florida Statutes;
   b. Should a tie still exist, priority shall be given until the tie is broken, to the respondent with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;
   c. In the event that a tie still exists after progressing through a-b, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the affected Contractors if they elect to be present.

V. SUBMITTAL REQUIREMENTS

Responses will be evaluated based on the written document submitted as the response to this RFQ; therefore, the response must give a clear, concise, and complete statement of qualifications. For reasons of maintaining fairness and for ease of evaluation, responses to this Request for Qualifications must comply with the following directions and must be presented in this format and in this order:

SUBMITTAL FORMAT:
Submittals shall be printed on 8-1/2 × 11-inch paper, bound in booklet style, typed in Arial, Century, Courier, or Verdana typeface, in at least 12-point size. Both sides of the page may be printed. Number all pages. Covers, tables of contents, and divider tabs will not be counted in the section page limits. **Please submit eight (8) paper executed signed copies with the original clearly marked and one (1) electronic copy on USB flash drive.** The booklet shall be divided and organized with tabs as follows:

Tab 1: Introduction (*maximum 2 pages*)

1) Contractor's Basic Information – Contractor's name, mailing address, email address, and phone number(s).
2) Primary Contact Person – Name and contact information for the Contractor's primary contact person. This person will be the contact person for all matters related to the response to this RFQ, scheduling, negotiating, and contracting.
3) Contractor's Qualifications – Summary and highlights of the Contractor's qualifications and ability to provide the services identified in the purpose and scope paragraph of this RFQ (Section II).
4) Additional Information - Additional information the Contractor believes relevant and important to his or her submittal not otherwise requested.

Tab 2: Organizational Profile and Subcontractors (*maximum 4 pages*)

1) Project Manager - Name, address, background, education, and experience of the Consultant's project manager for all the services to be provided. This person will be the contact person for all technical services performed by the Contractor for The City of DeLand.

2) Key Team Members - Name, address, background, education, and experience of each key team member for the services to be provided.
3) Subcontractors – Identify services to be provided by subcontractors, and provide the name and contact information for each subcontractor's contact person, including address. Provide summaries of each subcontractor's experience relative to the portion of the services they intend to provide.
4) Organizational Chart – Graphical illustration of the service delivery structure.

Tab 3: Experience (*maximum 4 pages*)

Project Summaries – Identify similar projects that demonstrate expertise regarding scope. For each project, provide the following:

1) Name and description of the project/services provided
2) Project owner, contact name, and phone number
3) Scope of the total project and the scope of the Contractor's portion
4) Total project cost
5) Name of the Contractor's project manager

Tab 4: Required Proposal Forms

1) Public Entity Crime Form
2) Non-Collusion Affidavit
3) Proposer's Certification
4) Certificate as to Corporate Principal
5) Drug-Free Workplace Form
6) Contractor Affidavit Regarding Scrutinized Company List
7) G.S.A. Standard Form SF 330
8) Statement of Litigation
9) Financial Statement
10) Certificate(s) of Insurance

VI. EVALUATION CRITERIA

In accordance with Section 287.055, Florida Statutes or most recent supplement, final rankings of the firm will be presented to The DeLand City Commission for approval and authorization to negotiate with top-ranked firms. Each response will be evaluated by the Selection Committee members and subjectively scored on Compliance with Instructions, Introduction, Organizational Profile and Subcontractors, and Experience for a maximum of 100 points as outlined below. The format of the submittal constitutes part of the RFQ response.

Responsiveness (10 Points)

Firm has provided all required documentation and has adhered to qualifications and proposal criteria.

Organizational Profile (45 points maximum)

The respondent shall submit a Service Plan identifying its staffing and approach to providing the scope of services contained in this RFQ. Said plan shall provide the following:

(1) Description of the firm's plan to perform the services required, including the systems, procedures, and quality control processes used.

(2) Description of staffing and supervision assigned to complete the work. If the Offeror plans to subcontract any portion of the work, Offeror shall indicate in its plan the identity of the sub-contractor(s) and the role of said sub- contractor(s).

(3) Schedule of events for the most expeditious completion of the design criteria package, and estimated time required for completion of each service requirement.

(4) Description of, and assurances regarding, the firm's available capacity to timely complete the services.

Qualifications & Experience (45 points maximum)

(1) Length of time company has operated; length of time providing both the Professional Services similar to those required in the RFQ; extent of Offeror current and prior similar contracts; location(s) of Offeror's office(s); and current and past project references.

(2) Company has considerable and readily quantified experience in providing similar Professional Services, particularly design-bid-build and design-build projects performed in compliance with §287.055, Florida Statutes.

(3) Company has a proven ability to effectively manage multiple projects. Company shall provide relevant experience data and references.

(4) Company's policy in recruitment, hiring, testing and assignment to ensure that only qualified persons are hired and that the appropriate skill sets are deployed to fit any project-specific needs.

(5) Company has adequate organizational size, structure, and qualified key personnel to be assigned to City projects. Provide an organization chart and resumes of key individuals including any industry related and professional designations held by key individuals.

(6) If any services are expected to be subcontracted, the Offeror shall also provide all of the above information for the sub-contractor(s).

100 Points (Maximum)

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: _____

NON-COLLUSION AFFIDAVIT

State of _____)

County 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 trough 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 _____, 2023 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)

PROPOSER'S CERTIFICATION

IN WITNESS WHEREOF, the Proposer hereto has executed this Proposal Form this

_____ day of _____, 2023.

By:_____
Signature of Individual

_____
Printed Name of Individual

_____
Witness

Business Address _____

City/State/Zip _____

Business Phone Number _____Fax Number_____

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)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ , certify that I am the _____ secretary of the corporation named as Principal in the within Bid Bond; that_____ who signed the said Bid Bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

AFFIX CORPORATE SEAL

CITY OF DeLAND
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "[w]henever 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

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 Agreement 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

COUNTY 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 county first mentioned above on the _____ day of _____, 20____.

(AFFIX SEAL or STAMP)

_____
Notary Public

My commission expires:

CITY OF DELAND
Request for Commission Action
August 7, 2023

SUBJECT: Consideration re Utility Service Agreement and Fair Share Agreement for Oak Hammock Reserve Subdivision.

DEPARTMENT: Utilities

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

ATTACHMENTS: Utility Service Agreement, Fair Share Agreement

APPROVED BY: Michael Pleus, City Manager, July 31, 2023

SUMMARY/HIGHLIGHT:

The Oak Hammock Reserve is located at the Southwest intersection of Spring Garden Road and Beresford Road in DeLand. The proposed subdivision will equate to one hundred and ten (110) residential units. The attached Utility Service Agreement contains the usual terms and conditions required by the City for utility service. No reimbursement for oversizing of offsite utilities is provided.

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

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

At buildout, the City will receive water and impact fees and ongoing utility revenue from the one hundred eighty-six equivalent residential units constructed at buildout. In addition, the City will receive payment for the West Side Interceptor Fair Share contribution in the amount of $98,890 ($899 per unit x 110 units).

RECOMMENDATION:

Staff recommends that the City Commission approve the attached Utility Service Agreement and Fair Share Agreement for the Oak Hammock Reserve Subdivision.

BACKGROUND/DISCUSSION:

N/A

UTILITY SERVICE AGREEMENT
FOR
OAK HAMMOCK RESERVE

THIS AGREEMENT is entered into this __day of _____, 2023, between the City of DeLand (City) and Lennar Homes LLC (Developer) regarding utility service for the Oak Hammock Reserve 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 at the north west corner of the intersection of Old Spring Garden and Beresford Road in DeLand, FL and described as:

TAX PARCEL NUMBER

701900000150

19-17-30 N 1/4 OF SE 1/4 PER OR 5728 PGS 2754-2755 PER OR 6387 PG 0525 PER OR 6637 PG 3592 PER OR 8048 PG 0466

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:

- Open Cut and install approximately 170 LF +/-of 8" PVC of HDPE piping along with a New Manhole that will connect to existing sewer line
- Connect to existing 10" water main by removing blow off and connecting to existing 10" Water Main and run approximately 620 LF+/- of 10" C900 PVC or HDPE piping to the intersection of Old Spring Garden and Beresford Rd.
- From Intersection of Old Spring Garden and Beresford Rd reduce from 10" water main to 8" water main and run approximately 730 LF +/- of 8" C900 PVC or HDPE piping.
- Any other installations required in accordance with the plans and specifications for the subject development or which are otherwise required in accordance with sound utility engineering practices.

- All connections to City facilities shall be made at Developer's expense. All water meters 2" and smaller will be installed by the City at the Developer's expense.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LENNAR HOMES LLC	CITY OF DELAND
~~Ben Kraljev~~	Christopher M. Cloudman
MARK McDONALD	
VICE PRESIDENT	

Title:_____ Mayor - Commissioner

ATTEST:

_____
Name:_____
Secretary

_____
Witness

_____
Witness

ATTEST:

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

_____
Witness

_____
Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

_____
Notary Public - State of Florida

Name:_____
My Commission expires:_____

STATE OF FLORIDA
COUNTY OF ~~VOLUSIA~~ ORANGE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐on line notarization, this 13 day of July, 2023 by Mark McDonald the VICE PRESIDENT of Lennar Homes, LLC who is ☑ personally known to me or ☐ who has produced, _____as identification.

LINDA E. CHAMBERS
Notary Public State of Florida
Commission # GG 910292
My Commission Expires
September 04, 2023

Linda E. Chambers
Notary Public - State of Florida

Name: LINDA E. CHAMBERS
My Commission expires: 9-4-23
910292

Contact Information:

Project Team

OWNER: LENNAR HOMES, LLC 6675 Westwood Blvd, 5th Floor, Orlando, FL, 32821 CONTACT: Ben Kraljev	**GEOTECHNICAL ENGINEER:** UNIVERSAL ENGINEERING SCIENCES 911 BEVILLE ROAD, SUITE 3 SOUTH DAYTONA, FL 32119 PHONE:386-756-1105 CONTACT: BRIAN POHL, PE	
SURVEYOR: SLIGER & ASSOCIATES, INC. 3921 NOVA ROAD PORT ORANGE, FL 32127 PHONE: 386-761-5385 CONTACT: JEFFREY BARNES, PSM	**CIVIL ENGINEER:** DEWBERRY ENGINEERS, INC. 110 WEST INDIANA AVENUE SUITE 202 DELAND, FL 32720 PHONE:407-354-9656 CONTACT: REINARDO MALAVE, PE	**LANDSCAPE ARCHITECT:** DEWBERRY ENGINEERS, INC. 800 NORTH MAGNOLIA AVE. SUITE 1000 ORLANDO, FL 32803 PHONE:407-843-5120 CONTACT: MICHAEL URCHUK, RLA

Contact Numbers

Sewer / Water CITY OF DELAND UTILITIES 1101 S AMELIA AVENUE DELAND, FL 32724 PHONE: (386) 626-7252		

WESTSIDE INTERCEPTOR FORCE MAIN
CONCURRENCY AND FAIR SHARE AGREEMENT
FOR
OAK HAMMOCK RESERVE

This Westside Interceptor Force Main Concurrency and Fair Share Agreement (the "Agreement") is made and entered into this ___day of_____,2023, by and between the City of DeLand, Florida, a Chartered Florida Municipality located in Volusia County, Florida, ("City") and Lennar Homes, LLC, a Florida Developer with its principal office located at 6675 Westwood Boulevard, Orlando, FL, 32821 ("Developer").

Tax Parcel ID. Numbers:

701900000150

19-17-30 N 1/4 OF SE 1/4 PER OR 5728 PGS 2754-2755 PER OR 6387 PG 0525 PER OR 6637 PG 3592 PER OR 8048 PG 0466

RECITALS

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

WHEREAS, unless otherwise stated, the Developer is the owner of the real property described in the attached Exhibit "A." Developer desires to permit, develop and, if appropriate, plat the real property for an approximately 38.64-acre residential subdivision (Oak Hammock Reserve); and, in addition to other requirements, is seeking to comply with the City's concurrency requirements for wastewater utilities; and

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

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

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

WHEREAS, the Westside Interceptor Force Main will provide sanitary sewer transmission capacity to other developments in the vicinity of the Project such that it is more practical and fair that the City install the Westside Interceptor Force Main and collect from the Developer only its fair share cost of the said Westside Interceptor Force Main; and

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

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

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

1. **Incorporation of Recitals**. The presumptions and facts stated above in the recitals are incorporated by reference herein and deemed by the parties to be true, correct and constitute a material part of this Agreement.

2. **Construction.** The City agrees to construct, or to have constructed, the Westside Interceptor Force Main in accordance with the plans and specifications for the said project, which plans may be amended from time to time in the normal course of construction. Construction of the Westside Interceptor Force Main will commence and be complete to meet concurrency requirements, unless delay is caused for reasons outside of City's control, in which case construction will commence or recommence as soon as is reasonably practical. For purposes of this Agreement, "reasons outside of City's control" shall mean: delays or stoppage caused by acts of God, war, inability to obtain labor or materials or reasonable substitutes therefore, inability to receive governmental permits and approvals newly enacted governmental regulations or controls, the application of existing regulations or controls in a manner which City could not have foreseen or other similar matters or causes.

3. **Payment of Fair Share Assessment Amount**. In connection with the City's construction of the Westside Interceptor Force Main and as a requirement for receiving preliminary plat approval for the Project(s), Developer shall pay to the City a fair share assessment, ("Fair Share Payment"). The Fair Share Payment shall be an amount determined by multiplying the number of lots/units in the subdivision or equivalent residential units for a non-residential project times $899.00 which is the per residential dwelling unit determined by the Westside Force Main and Master Pump Impact Fee Surcharge Study attached hereto as Exhibit "B". For this project, the number of equivalent residential units is mutually agreed to be 110. The Developer shall be required to make payment for the total amount of its Fair Share Payment at the time of approval of the preliminary plat or site plan for the Project, and must be received by the City prior to issuance of any development permits by

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

4. **Vested Rights in Wastewater Concurrency**. The City agrees that by paying the City the Fair Share Payment, and by receiving a Development Order for the Project, Developer will be deemed to have satisfied the City's wastewater concurrency requirements for the Project and that the Project shall be fully vested with wastewater concurrency for purposes of development and related Project construction, subject only to the requirement to pay sewer impact fees which become due and payable in accordance with the City's wastewater impact fee ordinance, as the same may be amended from time to time.

5. **No Entitlement to Impact Fee Credits**. Nothing herein is intended to entitle the Developer to any credit toward, or to otherwise reduce its obligation to pay sewer impact fees pursuant to the City's sewer impact fee ordinance, as the same may be amended from time to time.

6. **Miscellaneous.**

A. Attorney's Fees. In the event of litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to collect from the other party reasonable attorney's fees and costs of suit.

B. Venue and Choice of Law. In the event of litigation regarding the terms of this Agreement or documents executed as a result of this Agreement, venue of the action shall be in Volusia County and Florida law shall apply. Trial shall be non-jury for any issues subject to trial.

C. Waiver. The waiver by a party of any terms or conditions of this Agreement or any breach hereof shall not constitute a waiver of any other term or condition or any subsequent breach of this Agreement.

D. Successors. This Agreement shall be binding on the parties hereto, their heirs, administrators, executors, successors in interest and assigns.

E. Construction of Contract. The parties hereto agree that they have all participated in the drafting of this Agreement. Therefore, the presumption that any ambiguity or vagueness in the construction of this Agreement shall be construed against the drafter shall not apply. The terms and provisions of the Agreement shall be applied equally to each party and the interpretation of the Agreement shall be guided by the express intent of the parties as determined by the overall effect of the provisions herein.

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

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

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

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

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

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

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

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

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

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

WITNESSES:

_____
Printed Name: _____

_____
Printed Name: _____

_____
Printed Name: _____

_____
Printed Name: _____

CITY OF DELAND, a Florida
Municipal Corporation

By: _____
Christopher M. Cloudman

Attest: _____
Julie A. Hennessy, City Clerk

Date: _____

(*Corporate Seal*)

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

_____
Notary Public, State of Florida at Large Commission Number

WITNESSES:

Printed Name: SHAMUS A. McCONOMY

Printed Name: LINDA CHAMBERS

Printed Name: _____

Printed Name: _____

LENNAR HOMES LLC:

By: _____

~~Ben Kraljev~~ MARK McDONALD
VICE PRESIDENT

Attest: _____

Name/Title: _____

Date: _____

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 13 day of July, 2023, by Mark McDonald and _____, in their respective official capacities as Vice President and _____, respectively, on behalf of Lennar Homes, LLC a Florida Limited Liability Co. They are [✓] personally known to me, or [ ] have produced _____ as identification.

LINDA E. CHAMBERS
Notary Public-State of Florida
Commission # GG 910292
My Commission Expires
September 04, 2023

NOTARY PUBLIC: _____

Notary Public, State of FLORIDA at Large

Seal, Term Expiration and Commission Number

CITY OF DELAND
Request for Commission Action
August 7, 2023

SUBJECT: Consideration re Award of Bid, West Hubbard Avenue and South High Street - Stormwater Improvements.

DEPARTMENT: Public Works

PREPARED BY: Ray Underwood, Public Works Director

ATTACHMENTS: Bid Tab B-23-10 Hubbard Ave & S High St Drainage Improvements

APPROVED BY: Michael Pleus, City Manager, July 31, 2023

SUMMARY/HIGHLIGHT:

The FY 22/23 budget contains a capital line item to add additional stormwater infrastructure to the intersection of W. Hubbard and S. High St. This addition will include two (2) new inlets and 275 ft of 15" piping and will tie into existing infrastructure. This Stormwater project will improve the storage capacity in this area and reduce localized street flooding during heavy rainfall events.

Staff included a bid alternate during the procurement process to provide ADA improvements to the crosswalk ramps at W. Hubbard and S. High Street. The intent of the bid alternate was to incorporate an ongoing effort to bring city sidewalks into compliance while we had a contractor onsite who is qualified to do the work. This will include modifying two (2) ramps and installing a new one to allow safe passage for pedestrians in this area.

Bid documents for this project and related site work were developed by City staff. The project was advertised in the local news media and via the internet-based Demand Star system. A total of two (2) bids were received and the tabulation is attached to this request for Commission Action.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Natural Resource Protection

FISCAL IMPACT:

Award to the lowest bidder, GPS Civil Construction, Inc., will result in an obligation of $192,870.00 for the installation of the stormwater infrastructure and ADA improvements. $200,000.00 is currently budgeted in the Stormwater Enterprise Fund for this project.

RECOMMENDATION:

Staff recommends that the City Commission award the W. Hubbard & S. High St – Stormwater Improvements/ADA Improvement's to GPS Civil Construction, Inc. in the amount of $192,870.00.

BACKGROUND/DISCUSSION:

S. High St. has a low point in the roadway that collects stormwater and eventually overflows the sidewalk and

spills over onto the adjacent property, causing erosion issues. Adding (2) inlets and connecting to the existing infrastructure along W. Hubbard Street will address these issues.

BID TABULATION
B-23-10
HUBBARD AVE. & SOUTH HIGH ST. DRAINAGE IMPROVEMENTS

FDOT ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	GPS CIVIL CONSTRUCTION, INC. UNIT PRICE	GPS CIVIL CONSTRUCTION, INC. EXTENDED PRICE	W.T. COMP INC. UNIT PRICE	W.T. COMP INC. EXTENDED PRICE
101-1	MOBILIZATION	LS	1	$18,000.00	$18,000.00	$110,228.00	$110,228.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	$18,000.00	$18,000.00	$57,291.00	$57,291.00
102-99	PORTABLE CHANGEABLE MESSAGE SIGN (TEMPORARY)	ED	30	$30.00	$900.00	$117.00	$3,510.00
104-18	INLET PROTECTION SYSTEM	EA	2	$300.00	$600.00	$1,436.00	$2,872.00
110-1-1	CLEARING & GRUBBING	LS	1	$27,000.00	$27,000.00	$10,527.00	$10,527.00
110-4-10	REMOVAL OF EXISTING CONCRETE	SY	23	$150.00	$3,450.00	$95.00	$2,185.00
120-1	REGULAR EXCAVATION	CY	330	$5.00	$1,650.00	$32.00	$10,560.00
160-4	TYPE B STABILIZATION (8")	SY	37	$300.00	$11,100.00	$365.00	$13,505.00
285-704	OPTIONAL BASE COURSE - GROUP 06 (8" LIMEROCK)	SY	37	$300.00	$11,100.00	$365.00	$13,505.00
334-1-12	SUPERPAVE ASPHALTIC CONC - TRAFFIC B-2" - PG 76-22	TN	4	$1,000.00	$4,000.00	$1,530.00	$6,120.00
425-1-521	INLET - DT BOT - TYPE C -< 10'	EA	2	$10,000.00	$20,000.00	$13,385.00	$26,770.00
430-175-115	PIPE CULVERT - HP - ROUND - 15" S/CD	LF	274	$150.00	$41,100.00	$289.00	$79,186.00
520-2-4	CONCRETE CURB TYPE D	LF	38	$100.00	$3,800.00	$75.00	$2,850.00
522-1	CONCRETE SIDEWALK 4" THICK	SY	11	$100.00	$1,100.00	$110.00	$1,210.00
522-2	CONCRETE DRIVEWAY 6" THICK	SY	16	$150.00	$2,400.00	$112.00	$1,792.00
570-1-2	PERFORMANCE TURF, SOD	SY	85	$20.00	$1,700.00	$11.00	$935.00
TOTAL				**$165,900.00**		**$343,046.00**	
BID ALTERNATE #1							
110-4-10	REMOVAL OF EXISTING CONCRETE	SY	22	$300.00	$6,600.00	$95.00	$2,090.00
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	15	$100.00	$1,500.00	$75.00	$1,125.00
520-2-4	CONCRETE TYPE D	LF	32	$100.00	$3,200.00	$75.00	$2,400.00
522-1	CONCRETE SIDEWALK 4" THICK	SY	24	$500.00	$12,000.00	$110.00	$2,640.00
527-1	DETETABLE WARNING MATS (PREFORMED THERMOPLASTIC)	SF	58	$50.00	$2,900.00	$44.00	$2,552.00
711-11-123	THERMOPLASTIC, STANDARD WHITE, SOLID, 12" FOR CROSSWALK	LF	110	$7.00	$770.00	$10.00	$1,100.00
TOTAL				**$26,970.00**		**$11,907.00**	
BASE BID + BID ALTERNATE #1 TOTAL				**$192,870.00**		**$354,953.00**	

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

CITY OF DELAND
Request for Commission Action
August 7, 2023

SUBJECT: Consideration re Task Order Assignment, Professional Property Acquisition Services.

DEPARTMENT: Utilities

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

ATTACHMENTS: Mt Dora Agreement, Proposal

APPROVED BY: Michael Pleus, City Manager, July 31, 2023

SUMMARY/HIGHLIGHT:

The Utilities Department needs to acquire property for potable water treatment and supply and for expansion and reinforcement of the water distribution, sewer collection, and reclaimed water distribution system. Water projects include construction of additional water treatment facilities and wells to allow additional pumping outside the Blue Spring Springshed to comply with the recovery strategy for Volusia Blue Spring and Deleon Springs.

In the past, the Utility Department has found it essential to have an experienced real estate consultant locate viable properties and negotiate purchase contracts with potential sellers. The City has successfully used The Triece Company of Winter Springs, FL in the past to engage and to assist in identifying properties to be used for the purposes of negotiating contracts with willing sellers. The Utilities Department from time to time needs to acquire easements, right of way, and purchase property to maintain or provide additional services in our Utility Service Area. Mr. Triece has now retired and can no longer provide those service to the city.

As a courtesy, Mr. Triece and several others recommended that we reach out to Edwin Barfield who performs the same task for government entities in the Central Florida area. These services will be provided pursuant to the City of Mount Dora Agreement for Real Estate Brokerage and Consulting Services executed between Edwin Barfield, LLC and the City of Mount Dora in May 2018. A proposal is attached to provide an example of a task assignment that would be undertaken by this firm.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

Facilities / Infrastructure

FISCAL IMPACT:

Proposed services will be billed at an hourly rate of $160.00 an hour estimated to total $2,400 for all work contemplated. This amount is consistent with fees the City of DeLand has paid in the past for similar services. A future budget amendment will be presented to the City Commission for approval to fund the expenditure from Water & Sewer Fund surplus revenues for FY 22/23.

RECOMMENDATION:

Staff recommends that the City Commission approve the subject task order with Edwin R. Barfield, LLC to provide Professional Property Acquisition Services as assigned by the Utilities Department.

BACKGROUND/DISCUSSION:

N/A

EXHIBIT #1

PROFESSIONAL SERVICES AGREEMENT
PROFESSIONAL PROPERTY ACQUISITION SERVICES
Request for Proposals (RFP) #18-CM-008

THIS AGREEMENT is made and entered into this 1st day of May, 2018, by and between Edwin R. Barfield, LLC, duly authorized to conduct business in the State of Florida and whose address is, hereinafter, called "CONSULTANT" and the **CITY OF MOUNT DORA**, a political subdivision of the State of Florida, whose address is 510 North Baker Street, Mount Dora, FL 32757, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposals (RFP# 18-CM-008), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from the consultant, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for six (6) years from the date of award

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the consultant a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the consultant will invoice the City monthly based upon the consultant's estimate of the portion of the total services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Gwen Johns, City Clerk
City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757
(352)735-7126

For Consultant:
Edwin R. Barifled, Manag. Memb (Name, Title)
Edwin R. Barfield, LLC (Company)
3165 McCrory Pl., Ste. 172 (Address)
Orlando, FL 32803 (City, State, Zip)
407-893-5759 (Phone)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in Lake County, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

SECTION 8. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect consultant's duties and obligations hereunder.

SECTION 12. PUBLIC RECORDS NOTICE.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CITY CLERK:

GWEN JOHNS, 510 NORTH BAKER STREET
MOUNT DORA, FL 32757, (352) 735-7126,
JOHNSG@CITYOFMOUNTDORA.COM.

Firm agrees to comply with public records laws, specifically to:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the consultant does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the consultant or keep and maintain public records required by the public agency to perform the service. If the consultant transfers all public records to the public agency upon completion of the contract, the consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the consultant keeps and maintains public records upon completion of the contract, the consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

SECTION 13. CITY STANDARD TERMS/POLICIES/PROCEDURES.

All standard City of Mount Dora policies procedures and standard contract provisions shall apply to this RFP and its provisions contained therein, and to the extent of any conflict, the City's standard terms and conditions will supersede. These standard terms can be found on the City's website at: http://ci.mount-dora.fl.us/DocumentCenter/View/3564.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by City.

CITY OF MOUNT DORA

Nick Girone, Mayor

Date: June 5, 2018

Attest:

Gwen Keough-Johns, City Clerk

Approved as to form & legality as to City of Mount Dora only.

City Attorney

By: J. Cockcroft

CONSULTANT

Edwin R. Barfield, LLC

By Edwin R. Barfield

As: Managing Member

Date: May 1, 2018

State of Florida)
City of Orlando)

SUBSCRIBED AND SWORN to before me this 1st day of May, 20 18, by Edwin R. Barfield, who is personally known to me to be the _____ for the Firm, OR who produced the following identification: _____.

STAMP OR SEAL:

Deanna Conrad
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF228340
Expires 5/7/2019

Deanna Conrad / Deanna Conrad

Notary Public, State of FL

My Commission Expires: 5/7/2019

Attachments: A. RFP# 18-CM-008
B. Firm Response to RFP
C. Scope of Services

BARFIELD
GROUP

EMINENT DOMAIN SPECIALISTS

May 2, 2018

City of Mount Dora
Purchasing Division
ATTN: Marilyn Douglas, Purchasing Manager
510 North Baker Street
Mount Dora, Florida 32757

Re: Right-of-Way, Litigation and Appraisal Services Fee Schedule

Dear Ms. Douglas:

As requested, the current fee schedule for Edwin R. Barfield, LLC, is as follows:

- Right-of-Way support services - $150.00 per hour.
- Eminent Domain litigation support services - $175.00 per hour.
- Appraisal services are provided on a lump-sum fee basis.

Please let me know if you have any questions.

Sincerely,

Edwin R. Barfield, SR/WA
Licensed Real Estate Broker BK450961
State-Certified General Real Estate Appraiser #RZ2594

3165 McCrory Place • Suite 172 • Orlando, Florida • 32803 • p: 407-893-5759 • f: 407-705-3934

July 17, 2023

James V. Ailes
City of Deland
Deputy Public Services / Utilities Director
1101 South Amelia Avenue
Deland, FL 32724

RE: Utility Easement Acquisition Services Proposal for the Kepler Road Utility Project in Deland, Florida

Dear Mr. Ailes:

As requested, I am providing this proposal letter for Utility Easement Acquisition and Support Services on the above referenced Project. The affected property from which a 2,250 square foot utility easement is proposed to be acquired is identified by Tax Parcel Identification Number 701111120074, and the Volusia County Property Appraiser's records indicate it is owned by Jesenia Arreola and Gabriel Hernandez, as Joint Tenants with Right of Survivorship.

The owners of this property executed an Acceptance of Future Easement to the City of Deland on June 5, 2023, and it is my understanding that the total amount of compensation that has been agreed to between the parties is $5,000.00. Therefore, no appraisal or agent price estimate was or is to be prepared for the City's proposed acquisition of this utility easement. The scope of services for this proposed utility easement acquisition includes only the following tasks, as applicable:

1. Attendance and participation in property owner meetings (up to three) and project manager telephone conferences.
2. Property/owner research and creation of a parcel file for the property from which the utility easement is proposed to be acquired.
3. Conduct meetings and/or conference calls with the owner to:
   a) Solicit the property owner for execution of the purchase agreement, easement document and other documents required for obtaining execution of a Joinder and Consent from the property owner's mortgage lien holder.
   b) Document the property owner's concerns, questions, and requests, and provide the same to the City's representatives for their consideration.
4. Provide the property owner with:
   a) A copy of the aerial of the project design plan sheet with the proposed utility easement acquisition area delineated.

b) A copy of the Easement document inclusive of the Legal Description and Sketch of Description.

c) Copies of the documents that the owners will need to execute related to the application for execution of a Joinder and Consent by their Lender.

d) Comprehensive explanation of the easement acquisition process.

5. Coordination with the City's representative on the preparation of the Joinder and Consent document for execution by the Lender and other applicable documents.
6. Seek execution of the Joinder and Consent by the property owner's mortgage lien holder.

The above scope of services assumes:

- Acquisition of the proposed utility easement from only the identified property ownership.
- Valuation of the easement acquisition will not be required.
- Title binder, title search report, and title insurance policy to be obtained and provided by the City, at the City's discretion.
- Certificate of Title in compliance with City requirements to be provided by others.
- Legal instruments, purchase agreement, easement document and the Joinder and Consent will be prepared and provided by the City.
- The legal description and certified sketch of description for the proposed utility easement acquisition area will be provided by the City.
- Survey staking of the area of the proposed easement for the property owner's understanding of the location of the proposed utility easement will be provided by others, if necessary.
- The City will be responsible for the closing, closing costs and recording fees.
- Demolition/removal and replacement of site improvements located within the area of the proposed utility easement will be conducted by the City.
- No relocation services will be required for this easement acquisition and therefore compliance with the Uniform Relocation Act will not be required.
- Eminent Domain Litigation Support and Expert Witness Testimony will not be required.

The proposed fee for only the above-described right-of-way acquisition support services is $2,400.00 (at a contract rate of $150.00 per hour). This scope and fee proposal will be valid for 60 days from the date stated above. Monthly invoices will be submitted with timesheets that will reflect those applicable services and hours expended on acquisition services.

Thank you in advance for your consideration of this proposal. Please let me know if you have any questions or require additional information.

Sincerely,

Edwin R. Barfield, SR/WA
Licensed Florida Real Estate Broker BK450961

CITY OF DELAND
Request for Commission Action
August 7, 2023

SUBJECT: Consideration re FDEP Resilient Florida Planning & Implementation Grant Writing Services Contract with Halff Associates, Inc.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: Halff contract

APPROVED BY: Michael Pleus, City Manager, July 31, 2023

SUMMARY/HIGHLIGHT:

The Resilient Florida Program includes a selection of grants that are available to counties, municipalities, water management districts, flood control districts and regional resilience entities. To effectively address the impacts of flooding and sea level rise that the state faces, eligible applicants may receive funding assistance to analyze and plan for vulnerabilities, as well as implement projects for adaptation and mitigation.

Local governments are eligible to apply for implementation project funding after conducting a vulnerability assessment, evaluation, report, or other similar document that demonstrates a risk of flooding or risks due to sea level rise to a critical asset or the project area. Projects will be funded with Fiscal Year 2024-25 funds.

The subject proposal includes the following services:
Task 1: Support the City in preparing a grant application to be submitted to the "Planning Grants" category of FDEP's Resilient Florida Program.
Task 2: Support the City in preparing a grant application to be submitted to the "Implementation Grants" category of the FDEP's Resilient Florida Program.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Staff has negotiated a proposed fee of $12,000.00 to perform grant writing services in the attached contract. A future budget amendment will be presented to the City Commission to fund the expenditure with Stromwater Fund contingency funds for FY 22/23.

RECOMMENDATION:

Staff recommends that the City Commission approve a contract with Halff Associates to provide grant writing services to apply for the Resilient Florida Planning and Implementation grant for a vulnerability assessment and project implementation.

BACKGROUND/DISCUSSION:

Planning projects and regional resilience entity projects applications are accepted July 1 - Sept. 1, 2023. Communities that have yet to perform a vulnerability assessment pursuant to statutory requirements will be prioritized for funding. Projects will be funded with Fiscal Year 2023-24 funds. Implementation projects to be included in the Statewide Flooding and Sea Level Rise Resilience Plan applications are accepted July 1 - Sept. 1, 2023.

July 19, 2023

Mr. Ray Bahrami, P.E., PMP, CPM, CFM
Deputy Public Services Director/City Engineer
City of DeLand, Florida
1102 South Garfield Avenue
DeLand, FL 32724
(386) 626-7189

RE: Halff Proposal for Resilient Florida Planning and Implementation Grant Writing Services and Vulnerability Assessment Development Support

Dear Mr. Bahrami,

Halff Associates, Inc. (Halff) is pleased to submit the following scope of work and fee proposal in support of the City of DeLand's pursuit of Resilient Florida Planning and Implementation Grant Funds and Development of a Vulnerability Assessment pursuant to requirements set forth in Section 380.093, Florida Statutes (F.S.). Halff is uniquely qualified to provide these services and is currently providing these same services to a number of municipalities and counties across the Northeast, East Central, Tampa Bay, and Apalachee regions of Florida.

Halff respectfully requests that the City of DeLand considers piggybacking Halff's "Professional Services Agreement for Continuing Professional Engineering Services" currently maintained with the City of Edgewater so that services and tasks outlined in this proposal can be delivered in a diligent and timely manner. The deadline set forth by FDEP for Resilient Florida Program grant applications is September 1, 2023.

Attachment 1 provides documentation applicable to Halff's agreement ("Continuing Services Agreement – RFQ #19-GS-11") with the City of Edgewater. Should the City of DeLand seek any clarifications regarding this external agreement, please do not hesitate to contact us and we will provide additional documentation as requested.

The remainder of this proposal addresses Halff's proposed Scope of Work for these respective services and the Lump Sum fees and Due Dates associated with each task.

SCOPE OF WORK:

Task 1 – Grant Writing Services for Resilient Florida Planning Grant

Halff will support the City of DeLand in preparing one (1) grant application to be submitted to the "Planning Grants" category of FDEP's Resilient Florida Program. Section 380.093, F.S., provides FDEP with the fiscal authority to award planning grants to municipalities. As outlined in statute, these grants can be utilized to (a) conduct vulnerability assessments that identify or address risks of inland or coastal flooding and sea level rise; and (b) support the development of projects, plans, and policies that allow communities to prepare for threats from flooding and

sea level rise. Task 1 focuses on (1) communicating the requirements of the grant application to staff; (2) coordinating with staff on the scope of work, fee, and timeline to be incorporated into the grant application; (3) writing the grant application; and (4) guiding staff through the grant application submission process. Halff's *Florida Resources Funding Manager* will serve as the Task Lead and will be supported by Halff's *Senior Resilience Planner*. Halff will work in coordination with the City of DeLand to determine the final grant amount to be requested based on the anticipated contents of the proposed Vulnerability Assessment scope of work and grant application narrative.

TASK 1 LUMP SUM FEE: $4,000.00
TASK 1 DUE DATE: Thursday, August 31, 2023

Task 2 – Grant Writing Services for Resilient Florida Implementation Grant(s)

Halff will support the City of DeLand in preparing, at a minimum, one (1) grant application to be submitted to the "Implementation Grants" category of the FDEP's Resilient Florida Program. FDEP maintains that "Local governments are eligible to apply for implementation project funding after conducting a vulnerability assessment, evaluation, report, or other similar document that demonstrates a risk of flooding or risks due to sea level to a critical asset or the project area." As of 2023, local governments who have not conducted a vulnerability assessment are still eligible to apply for implementation funds as long as the project is supported by data and analysis documented in a similar study and/or report. Task 2 focuses on (1) communication the requirements of the grant application to staff; (2) determining with staff which prioritized project(s) are eligible for funding; (3) writing the grant application; and (4) guiding staff through the submission process. Halff's *Florida Resources Funding Manager* will serve as the Task Lead and will be supported by relevant Engineering and Public Works staff from Halff as necessary. Halff will work in coordination with the City of DeLand to determine the final grant amount to be requested based on the anticipated contents of the implementation grant application(s) to be submitted.

TASK 2 LUMP SUM FEE: $8,000.00
TASK 2 DUE DATE: Thursday, August 31, 2023

Task 3 – Professional Services Supporting Vulnerability Assessment Implementation

Pending FDEP's likely approval of the City of DeLand's planning grant application in support of developing a Vulnerability Assessment, Halff will coordinate with staff to prepare a separate task letter, scope of work, and fee proposal to provide professional services applicable to developing a Vulnerability Assessment for the City of DeLand. If the City of DeLand is awarded funding, Halff will lead the development of a Vulnerability Assessment, pursuant to requirements set forth in Section 380.093, F.S. The project will involve (a) developing a GIS geodatabase containing all critical and regionally significant assets owned and/or maintained by the City of DeLand; (b) acquiring the flood, climate hazard, and topographic data necessary to conduct the Vulnerability Assessment; (c) conducting an exposure analysis to evaluate the geographical intersections of critical and regionally significant assets with a broad range of

flood and climate hazard scenarios; and (d) conducting a sensitivity analysis to determine the severity and likely consequences associated with each identified vulnerability. Because of the City of DeLand's inland geography, the assessment will likely be limited to current and future flood vulnerabilities associated with rainfall, special flood hazard areas, and compound flooding. Halff will verify that Section 380.093, F.S., requirements are followed through every step of the process, where applicable to local conditions. In addition to the technical components associated with this proposed project, Halff will provide additional professional services related to internal and external stakeholder engagement, the development of climate adaptation strategies, and identification of future implementation project opportunities. This proposed project will ultimately result in a Final Vulnerability Assessment Report and Geodatabase which will both serve as invaluable resources in advancing the City of DeLand's pursuit of a more resilient future.

TASK 3 LUMP SUM FEE: TBD (Pending Grant Award)
TASK 3 DUE DATE: TBD (Pending Grant Award)

FEE SUMMARY:

Halff's fees for the described services are outlined in the following table. Lump Sum fees will be invoiced following the completion of Task 1 and Task 2 deliverables and final submission of grant applications to the Resilient Florida Program. Hourly Services if provided upon prior approval by the City of DeLand will be invoiced monthly based on the individual salary costs times 3.45 to cover overhead and profit (salary costs include the individual's raw labor cost and fringe benefit costs).

Task #	Task	Lump Sum Fee	Due Date
1	Planning Grant Writing Services	$4,000.00	8/31/2023
2	Implementation Grant Writing Services	$8,000.00	8/31/2023
3	Vulnerability Assessment Support	TBD	TBD

This Scope of Work constitutes our understanding of the required Grant Writing and Professional Services and our relationship under this proposal, and may only be modified in writing, signed by both parties. Upon a Notice to Proceed, Halff will coordinate with the City of DeLand to facilitate a kickoff meeting for the Tasks described in this Scope of Work. Halff can begin work immediately upon Notice to Proceed from the City of DeLand.

Sincerely,

Joseph P. Loretta, PLA, LEED AP BD+C
Vice President, Operations Manager, Jacksonville
jLoretta@Halff.com

Sean D. Lahav, MPA
Senior Resilience Planner
sLahav@Halff.com

Attest:

Notary Public State of Florida
Tyler Keppel
My Commission HH 019387
Expires 07/08/2024

Printed Name: Tyler Keppel

Title: Notary

Authorized Signatory of Entity

Contractor

By: _____

Printed Name: Joe Loretta

Title: Operation Manager - Jax

ATTEST:

_____

Julie A. Hennessy, MMC

City Clerk- Auditor

CITY OF DELAND

By: _____

Christopher Cloudman, Mayor

Date: _____

October 6. 2020

Robert A. Ern, Jr, P.E., Vice President
Booth, Ern, Straughan & Hiott, Inc.
902 N Sinclair Avenue
Tavares, FL 32778

Re: City of Edgewater – RFQ-19-GS-11

Ms. Evans,

During the City of Edgewater City Council meeting held on October 5, 2020, Council approved the above-referenced Agreement. A fully executed document (by the City of Edgewater) is hereby enclosed for your records/files.

Do not hesitate to contact our office at the number listed below if you have any questions.

Sincerely,

Haley Walker

Haley Walker
Assistant to the City Clerk
hwalker@cityofedgewater.org

/rlm

Enclosure

Office of the City Clerk/Paralegal
P.O. Box 100 • Edgewater, FL 32132-0100
(386) 424-2400, Ext. 1101 • Fax (386) 424-2410
www.cityofedgewater.org

(Letter/Ltr-2020-063)

BESH HALFF

September 8, 2020

Ms. Pat Drosten, Purchasing Specialist
CITY OF EDGEWATER
P.O. Box 100
Edgewater, Florida 32132

RE: Request for Consent to Assignment, RFQ #19-GS-11

Dear Ms. Drosten:

As discussed previously and pursuant to other correspondence, this letter is provided as official notification that BESH, Inc. has executed an asset purchase agreement with Halff Associates, Inc. (Halff), whereby BESH is no longer performing professional services, but BESH's employees have been hired by Halff and BESH's ongoing professional services will now be performed by us, but under the BESH Halff name. The City's main point of contact will continue to be Robert Ern, P.E., and all staff working on the City's projects will remain the same.

As one of the steps in this purchase agreement BESH has agreed to assign all of its right, title and interest in and to the Contract(s) (as described below) to Halff, and Halff fully assumes all of BESH's duties and obligations stipulated under the Contract(s).

The Contract(s) that will be assigned are listed in **Exhibit "A"** of this Assignment Letter. By executing this Assignment Letter you confirm and consent to the following: (i) the assignment of the Contract(s) from BESH to Halff (the "**Assignment**"); and (ii) that the Contract(s) remain in full force and effect in accordance with their terms and that the Transaction and the Assignment will not be deemed a breach of or default under the Contract(s). Also attached to this correspondence is a copy of the Bill of Sale, a Halff W9, an updated Certificate of Insurance, the New Vendor Form, and a copy of the current Continuing Services Contract.

Should you have any questions with regards to this matter, please feel free to reach out to me at 352-267-4437.

Sincerely,

BESH Halff, Inc.

By: _____
Name: ***Robert A. Ern, P.E.***
Title: Vice President

BESH HALFF
902 North Sinclair Avenue
Tavares, FL 32778
TEL (352) 343-8481
WWW.BESHHALFF.COM

BESH HALFF

The undersigned hereby acknowledges and consents to the matters set forth in this letter as of the 5 day of October 2020:

CITY OF EDGEWATER

By:

Name:

Title:

Affirmation of knowledge of and consent to the Assignment described herein by Halff Associates, Inc. dated this the 11th day of September 2020.

HALFF ASSOCIATES, INC.

By:

Name: Todd Jackson, P.E.

Title: Chief Operating Officer

BESH HALFF

EXHIBIT "A"

Contract / Project Number	Contract Date
Continuing Services Agreement – RFQ #19-GS-11	11/18/19

BESH HALFF
902 North Sinclair Avenue
Tavares, FL 32778
TEL (352) 343-8481
WWW.BESHHALFF.COM

PROFESSIONAL SERVICES AGREEMENT
CONTINUING PROFESSIONAL ENGINEERING SERVICES

Request for Qualification (RFQ) #19-GS-11

THIS AGREEMENT is made and entered into this 13th day of May 2019, by and between Booth, Ern, Straughan & Hiott, Inc., duly authorized to conduct business in the State of Florida and whose address is 902 N. Sinclair Ave., Tavares, FL 34711, hereinafter, called "CONSULTANT" and the **CITY OF EDGEWATER**, a political subdivision of the State of Florida, whose address is 104 North Riverside Drive, Edgewater, FL 32132, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ #19-GS-11), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for an initial period of three (3) years from the date of award. At the option of the parties, this Agreement may be renewed for two (2) additional one (1) year terms. Renewal options may be exercised at the discretion of the City based on performance of the company and adherence to the terms and conditions set forth in the RFQ documents. The City retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONSULTANT will invoice the City monthly based upon the CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. PROFESSIONAL LIABILITY. CONSULTANT shall maintain the Professional Liability Insurance: per current Florida Statues and hold harmless the City of Edgewater.

SECTION 5. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 6. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:	**For Consultant:**
Robin L. Matusick, City Clerk	Robert A. Ern, Jr., P.E., Vice President (Name, Title)
City of Edgewater	Booth, Ern, Straughan & Hiott, Inc. (Company)
104 N. Riverside Drive	902 N. Sinclair Avenue (Address)
Edgewater, FL 32132	Tavares, FL 32778 (City, State, Zip)
(386)424-2400 #1203	352-343-8481 (Phone)

SECTION 7. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 8. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this

CITY OF DELAND
Request for Commission Action
August 7, 2023

SUBJECT: Consideration re Emergency Sanitary Sewer Manhole Repair at Brandywine.

DEPARTMENT: Utilities

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

ATTACHMENTS: Proposal, Declined or Non-Responsive Quote Request Contractors

APPROVED BY: Michael Pleus, City Manager, July 31, 2023

SUMMARY/HIGHLIGHT:

Staff has been monitoring a manhole on Lafayette Drive in Brandywine Subdivision that has been slowly settling over many years. The system was televised and cleaned several times in the past to determine what the issue was with the system malfunction and nothing could be determined. So, every four to five years we would have to adjust the manhole ring and cover to bring it back to grade.

The only thing to note is that it is in an area that gets surcharged with stormwater after a major rain storm or hurricane event, which may in turn put pressure on the gravity system. The manhole has now settled to a point that it has affected the flow into and out of the manhole and allow solids to build up in the system causing backups. Recently, two houses were backed up and had damage due to this issue. It needs a repair that is beyond our staff's ability due to depth and size to handle internally.

Due to the failure above, a formal bid and specification package would take too long. We have reached out to ten different contractors seeking proposals for this repair and restoration. Unfortunately, we only received one proposal, six declined to quote due to lack of staff and time, one who wanted to be paid to look into the issue, and two that were non-responsive. Based on the above, staff recommends that Danus Utilities Inc be awarded this task. They are E-Verified and have already completed a W-9 with the city.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Infrastructure

FISCAL IMPACT:

This project is not funded by any capital line item, as it was unplanned. An emergency purchase order will need to be authorized in the amount of $153,545.00 and approved by the City Commission. A future budget amendment will be presented to the City Commission for approval to fund the expenditure from available Water & Sewer Fund contingency.

RECOMMENDATION:

Staff recommends that the City Commission approve the emergency purchase order of $153,545.00 and award it to Danus Utilities Inc.

BACKGROUND/DISCUSSION:

N/A

Proposal #: 060923-1R

Date: 7/07/2023
Submitted to: James Levi
Company: City of Deland
Email: levij@deland.org

2320 Beardall Ave, Sanford, FL 32771 P.O. BOX 291671-32129 (386) 882-6200
State License #CUC 1224744

Job Description: MH Repair / 301 Lafayette (Deland)

We are pleased to quote labor, equipment & materials to include:

- Cut asphalt & remove area approximately 30ft x 30ft.
- Install 25' x 25' dewatering system to dry area for excavation.
- Dig up 48" x 13' manhole structure.
- Maintain gravity sewer flow during manhole replacement.
- Re-core inverts to correct elevation for each lateral.
- Furnish & install 8" SDR35/26 Heavy wall sewer pipe out of MH at corrected elevation back to existing VCP.
- Re-connect sewer pipe stubs with anti-sheer max adapter couplings.
- Reform concrete flow channel in manhole structure.
- Pump flowable fill cement under MH structure prior to backfill.
- Backfill & compact area up to elevation.
- Furnish & Install new USF 170 SANITARY R&C.
- Backfill the final 1ft of excavated area with road base.
- Asphalt patch approximately 30ft x 30ft area removed for construction.
- Pre & Post video of gravity main pipes.

Total: $153,545.00

NOTE: A pre-construction video will be done prior to work beginning.
City of Deland to isolate FM for short periods of time while gravity pipe replacement and bench work.

Terms Net 30 Days
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Authorized Signature:
Raymond Rogers
(386) 882-6200
raymond@danusutilities.com

Contractors contacted for Brandywine Manhole Emergency

- Hazen Construction - Wanted paid to give a quote
- WLW- Declined due to other commitments
- General Underground- Declined due to other commitments
- Harty Tractor- No response
- DBE Utility- Declined due to other commitments
- JD Weber- Declined due to other commitments
- Hardy- Declined due to other commitments
- TD Landmark- Declined due to other commitments
- McMahon/ Built Rite- No response

CITY OF DELAND
Request for Commission Action
August 7, 2023

SUBJECT: Consideration re Approval of Yardly DeLand Proportionate Fair Share Agreement.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Fair Share

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

SUMMARY/HIGHLIGHT:

Approval of the Proportionate Fair Share Agreement ("PFSA") for the CTC DeLand / Yardly Crossings development. The statutory proportionate fair share payment for this project has been determined to be $336,023.83. The developer is required to enter into the attached PFSA with the City and the County of Volusia regarding payment of the fair share amount to Volusia County.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government.

SUSTAINABILITY:

Providing for traffic concurrency helps with creating a sustainable community.

FISCAL IMPACT:

There is no fiscal impact to the City from this agreement. The money will be paid to the County by the developer and the developer will receive impact fee credits in the amount of the payment.

RECOMMENDATION:

It is recommended that the City Commission approve the attached agreement.

BACKGROUND/DISCUSSION:

In accordance with Florida Statutes, all new development is reviewed for traffic concurrency prior to issuing construction permits. This review involves the applicant submitting a traffic study from a traffic engineer which determines the traffic impacts from the new development. The study is then reviewed by the County's traffic engineer. The City, County and Developer then enter into the PFSA to memorialize the amount of the payment due and any relevant terms related thereto. Pursuant to statute, the developer is entitled to county road impact fee credits in the amount of the proportionate fair share payment. This PFSA is for the rental home project located at the southeast corner of MLK and Summit Avenue.

YARDLY – DELAND CROSSINGS
PROPORTIONATE FAIR SHARE AGREEMENT

THIS PROPORTIONATE FAIR SHARE AGREEMENT (the "Agreement") is entered into by and between the following entities: **TM BTR OF FLORIDA, LLC,** a Florida limited liability company whose address is 4900 N. Scottsdale Road, Ste 2000, Scottsdale, AZ 85251; **THE CITY OF DELAND,** a Florida municipal corporation whose address is 120 South Florida Avenue, DeLand, FL; and the **COUNTY OF VOLUSIA,** a political subdivision of the State of Florida ("County"), mailing address: 123 West Indiana Avenue, DeLand, Florida 32720.

WHEREAS, the real property subject to this Agreement is comprised of 28.64± acres of land located at the intersection of Cassadaga Road and Dr. Martin Luther King, Jr. Beltway in DeLand, Volusia County, Florida, with Parcel Identification Number(s) 8106-00-00-0124; and 8106-00-00-0121 and as further described in **Exhibit A**, attached hereto and incorporated herein (the "Property"); and

WHEREAS, the site plan process for the Property will allow the Yardly – DeLand Crossings project to be developed ("Project"); and

WHEREAS, in connection with the site plan review for the Project, a traffic impact analysis ("TIA"), dated November 2022, of the existing road network in the vicinity of the Project was performed by Developer's traffic consultant in order to determine the availability of roadway capacity to serve the Project; and

WHEREAS, the results of the TIA indicate that there is insufficient roadway capacity in the vicinity of the Property without the anticipated additional traffic impacts of the Project; and

WHEREAS, Florida Statutes § 163.3180(5)(h) (2022) authorizes payment of proportionate fair share mitigation funds as an alternative to demonstrating traffic concurrency in certain circumstances; and

WHEREAS, the TIA identifies certain traffic impacts in the area of the Project ("Impact Area"); and

WHEREAS, Traffic & Mobility Consultants in a written memorandum calculated the amount of the proportionate fair share for the total buildout of the necessary offsite traffic improvements required for the Project based upon a maximum buildout of 233 multifamily dwelling units.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and with the intent to be legally bound and to bind their successors and assigns, the Developer, County, and City do hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct, form a material part of this Agreement, and are incorporated herein by reference.

2. Proportionate Fair Share. For purposes of this Agreement, the calculated "Proportionate Fair Share" for the Property shall be THREE HUNDRED THIRTY-SIX THOUSAND TWENTY-THREE AND 83/100 ($336,023.83) DOLLARS, as more particularly described in **Exhibit B**, attached hereto and incorporated herein (the "Proportionate Fair Share"). Developer shall satisfy the Proportionate Fair Share obligation through payment of the sum of the Proportionate Fair Share ("PFS Payment").

3. County's Application of Proportionate Fair Share. The parties intend that the County will apply the Proportionate Fair Share funds received for the purpose of installing improvements in the Impact Area. Developer acknowledges that it has no right to direct or claim a right to direct the application of the Proportionate Fair Share to making any specific public roadway infrastructure improvements.

4. Impact Fees. Subsequent to payment of funds, Developer shall be entitled to County thoroughfare road impact fee credits against and in an amount equal to the Proportionate Fair Share. Impact fee credits shall be issued as provided in Chapter 70, Article III of the County Code of Ordinances and as detailed in **Exhibit C**.

5. Developer Acknowledgement/Waiver. Developer acknowledges that the payment of the Proportionate Fair Share does not release the Developer from payment of any other City development or building related fees including other impact fees, or such other City fees as may be prescribed by law.

6. Effective Date. The effective date this Agreement shall be the last date upon which all parties hereto cause this Agreement to be executed as indicated below their respective signatures.

7. Binding Nature of this Agreement. This Agreement shall inure to the benefit of the parties hereto and the subject property, and shall be binding upon any person, firm, or corporation that may become a subsequent owner, successor in interest or assign, directly or indirectly, of the subject property or any portion thereof.

8. Venue. In the event of any claim, action, litigation or proceeding under this Agreement, venue shall be in Volusia County, State of Florida.

9. Recordation. This Agreement will be recorded in the Public Records of Volusia County, Florida, at Developer's expense.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of

which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The electronic (i.e., facsimile or email) transmittal of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of the respective entities, their successors and assigns.

Signed, sealed and delivered in the presence of:

THE CITY OF DELAND, FLORIDA, a Florida municipal corporation

_____

Witness 1

_____

Print Name of Witness 1

By:_____

Christopher M. Cloudman, Mayor

Attest: _____

Julie A. Hennessy, City Clerk

_____

Witness 2

_____

Print Name of Witness 2

Date: _____

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 and Julie A. Hennessy, Mayor and City Clerk, respectively, of The City of DeLand, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

_____

Notary Public

Printed Name:

_____

Commission No. _____

Approved as to form by:

By:_____

Darren J. Elkind, City Attorney

Signed, sealed and delivered in the presence of:

COUNTY OF VOLUSIA, a political subdivision of the State of Florida

_____
Witness 1

_____
Jeffrey S. Brower, County Chair

_____
Print Name of Witness 1

Attest
By: _____
George Recktenwald, County Manager

_____
Witness 2

_____
Print Name of Witness 2

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 Jeffrey S. Brower, County Chair of the County of Volusia, Florida, a political subdivision of the State of Florida, on behalf of the County. They are personally known to me and did not take an oath.

Notary Public_____

Printed Name: _____

Commission No. _____

Approved as to form by:

By:_____
Thomas "Russ" Brown, Asst. County Attorney

Signed, sealed and delivered in the presence of:

Witness 1

NATALIE MARINUZZI

Print Name of Witness 1

Witness 2

JULIA A. ARAGONA

Print Name of Witness 2

TM BTR of Florida, LLC, a Florida limited liability company

By:

Nicholas Gluckman, Vice President

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [X] physical presence or ☐ online notarization, this 14th day of July 2023, by Nicholas Gluckman, as Vice President of **TM BTR of Florida, LLC, a Florida limited liability company**. He/she is [X] personally known to me or [ ] produced as identification and did not take an oath.

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

Notary Public
Printed Name: JULIA A. ARAGONA
Commission No. HH081892

Exhibit A

The Property

EXHIBIT "A"
LEGAL DESCRIPTION

A PORTION OF GOVERNMENT LOTS 4 AND 5, SECTION 6, TOWNSHIP 18 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

BEGIN AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF CASSADAGA ROAD PER OFFICIAL RECORDS BOOK 3779, PAGE 3745 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE EASTERLY LINE OF SAID GOVERNMENT LOT 4; THENCE RUN SOUTH 00°14'44" EAST ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 1028.00 FEET; THENCE DEPARTING SAID EASTERLY LINE RUN NORTH 89°43'30" WEST, FOR A DISTANCE OF 118.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE: HAVING A CENTRAL ANGLE OF 15°36'56", A RADIUS OF 1000.00 FEET, AN ARC LENGTH OF 272.54 FEET, A CHORD BEARING OF NORTH 81°55'02" WEST AND A CHORD DISTANCE OF 271.70 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 74°06'34" WEST, FOR A DISTANCE OF 169.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 3°39'55", A RADIUS OF 1520.00 FEET, AN ARC LENGTH OF 97.24 FEET, A CHORD BEARING OF NORTH 75°56'32" WEST AND A CHORD DISTANCE OF 97.22 FEET TO THE POINT ON A RADIAL LINE; THENCE RUN SOUTH 12°13'31" WEST ALONG SAID RADIAL LINE, FOR A DISTANCE OF 80.00 FEET TO THE POINT ON A CURVE CONCAVE SOUTHERLY; THENCE DEPARTING SAID RADIAL LINE, RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 12°42'11", A RADIUS OF 1440.00 FEET, AN ARC LENGTH OF 319.26 FEET, A CHORD BEARING OF NORTH 84°07'35" WEST AND A CHORD DISTANCE OF 318.61 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 89°31'20" WEST, FOR A DISTANCE OF 362.16 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF MARTIN LUTHER KING JR. BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 3779, PAGE 3819 OF SAID PUBLIC RECORDS AND A NON-TANGENT CURVE CONCAVE EASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE AND EASTERLY RIGHT OF WAY LINE HAVING A CENTRAL ANGLE OF 2°43'48", A RADIUS OF 5629.58 FEET, AN ARC LENGTH OF 268.24 FEET, A CHORD BEARING OF NORTH 06°53'12" EAST AND A CHORD DISTANCE OF 268.22 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 08°15°06" EAST, FOR A DISTANCE OF 225.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 04°38'00"', A RADIUS OF 5829.58 FEET, AN ARC LENGTH OF 471.41 FEET, A CHORD BEARING OF NORTH 05°56'07" EAST AND A CHORD DISTANCE OF 471.28 FEET TO A POINT ON THE'AF"'ESAID SOUTH RIGHT OF WAY LINE OF CASSADAGA ROAD; THENCE RUN NORTH 89°31'20"' EAST ALONG SAID SOUTH RIGHT OF WAY LINE, FOR A DISTANCE OF 1223.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 28.642 ACRES OF LAND, MORE OR LESS.

Exhibit B

Proportionate Fair Share Calculation

4.0 PROPORTIONATE SHARE

The project's proportionate share of the cost to improve the deficient facilities is calculated based on the capacity demand generated by the development as a portion of the cost to improve the segment capacity. The proportionate share formula applied is expressed as follows:

$$Prop\ Share = \frac{Project\ Trips}{Improved\ Capacity - Existing\ Capacity} x\ Cost\ of\ Improvements$$

The latest Volusia County*'s Master Prop Fair Share Approved Cost & Formulas* was used to obtain a cost estimate for the widening of roadway segments and is included in **Appendix M**.

4.1 Roadway Segments Proportionate Share

The proportionate share calculation for the roadway segments is summarized in **Table 9**. Based on the information presented, the project's total proportionate share cost for roadway segment improvements at full project buildout is estimated to be $101,876.88 and will be applied toward impact fee credit, where applicable.

Table 9
Roadway Segment Proportionate Share Calculation

Roadway Segment	Roadway Improvement	Length (miles)	Capacity Base	Capacity Improved	Capacity Increase	Project Trips	Prop Share %	Improvement Cost	Equivalent Cost (per mile)	Prop Share
Graves Ave / CR 4145										
Veteran's Memorial Pkwy to Kentucky Ave	Widen to 4 Lns	0.33	1,620	3,410	1,790	18	1.01%	$2,321,129.63	$7,033,726.15	$23,340.97
Kentucky Ave to Normandy Blvd	Widen to 4 Lns	0.38	1,620	3,410	1,790	6	0.34%	$16,606,430.03	$43,701,131.66	$55,664.01
Orange Camp Rd										
US 17 / 92 to Princeton Rd	Widen to 4 Lns	0.55	1,270	3,410	2,140	4	0.19%	$4,880,929.90	$8,874,418.00	$9,123.23
W. Volusia Bltwy										
Harley Strickland Blvd to Rhode Island Ave	Widen to 4 Lns	0.42	1,540	3,410	1,870	6	0.32%	$4,285,000.00	$10,202,380.95	$13,748.66
									Total Proportionate Share	**$101,876.88**

Source:
Roadway improvement costs based on Volusia County 'Master Prop Fair Share Approved & Formulas' dated June 2021 and correspondence with Volusia County

The proportionate share calculations are derived based on the above proportionate share formula. The net difference in the improved capacity to the existing capacity is derived from the *HCM* worksheets.

4.2 Intersection Proportionate Share

The project's proportionate share of the cost for the recommended intersection improvements is calculated based on the project's contribution to the deficiencies as a portion of the cost to improve the lane-queueing capacity. As detailed, the cost for extending the turn lane lengths is based on the FDOT average construction cost of $172,134.71 per 300 feet for left turn lanes and $169,383.18 for right turn lanes, with a 25% adjustment for design and engineering. The latest *FDOT Cost Per Mile for Long Range Estimating* was used to obtain a cost estimate for the improvement and is included in **Appendix N**. The proportionate share calculations for the roadway improvements are summarized in **Table 10**.

Table 10
Turn Lane Extension Proportionate Share Calculation

Intersection	Improvement	FDOT Cost (per 300 ft)	Total Improvement Estimated Cost (a)	Queue Length Buildout (b)	Queue Length Background (c)	Proportionate Share Cost (d)=(b)-(c)/300*(a)
Cassadaga Rd & Dr. Martin Luther King Jr Bltwy	Extend SB Left Turn Lane by 5'	$172,134.71	$215,168.39	385'	380'	$3,586.14
SR 472 & Dr. Martin Luther King Jr Bltwy	Extend EB Left Turn Lane by 50'	$172,134.71	$215,168.39	813'	763'	$35,861.40
	Extend WB Right Turn Lane by 50'	$169,383.18	$211,728.98	860'	810'	$35,288.16
	Extend SB Left Turn Lane by 128'	$172,134.71	$215,168.39	1,135'	1,008'	$91,446.56
Kentucky Ave & Graves Ave	Extend EB Left Turn Lane by 47'	$172,134.71	$215,168.39	953'	905'	$34,068.33
	Extend SB Left Turn Lane by 3'	$172,134.71	$215,168.39	635'	633'	$1,793.07
	Extend SB Right Turn Lane by 15'	$169,383.18	$211,728.98	740'	725'	$10,586.45
Veteran's Memorial Pkwy & Graves Ave	Extend WB Left Turn Lane by 30'	$172,134.71	$215,168.39	868'	838'	$21,516.84
					Total Turn Lane Improvement Cost	$234,146.95

*Total Improvement Estimated Cost (a) = FDOT Cost * 1.25.*

Based on the calculations, the project's total proportionate share cost is estimated to be $234,146.95 for the turn lane extensions.

4.3 Total Proportionate Share

The project's total estimated proportionate share cost to mitigate the traffic impact for the development is as follows:

Roadway Improvements	$101,876.88
Turn Lane Extensions	$234,146.95
Total Proportionate Share Cost	**$336,023.83**

The proportionate share mitigation cost will be applied toward impact fee credits, where applicable.

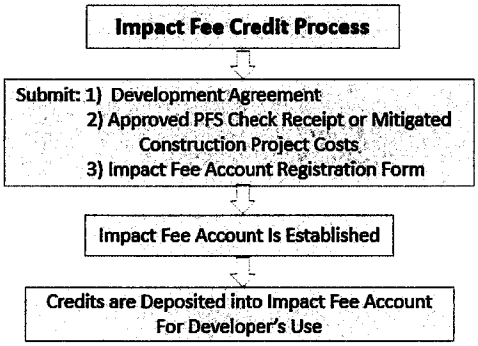
Exhibit C

Impact Fee Credit Instructions

EXHIBIT C

IMPACT FEE CREDITS

The following steps are required to be able to obtain impact fee credits for PFS payment or construction mitigation improvement:



1. **Establish an Impact Fee Credit Account:**
   - After the PFS payment is made or constructed improvements are complete, contact Engineering & Construction to establish an impact fee credit account and obtain credits. Contact: Storm Kazmierczak (skazmierczak@volusia.org, (386) 736-5967 x12294). Please allow 5-7 business days.

     - *For Impact Fee Credits related to PFS Payments, please submit the following supporting documentation to Engineering and Construction:*
       - Copy of the project's recorded development agreement
       - Copy of your PFS check and receipt.
       - Completed Volusia County Impact Fee Account Registration form** attached. Registration forms require original signatures. Copies or PDF's will not be accepted.
       - .
     - *For Impact fee credits related to Constructed Improvements, please submit the following to Engineering & Construction:*
       - Copy of the project's recorded development agreement.
       - Actual costs incurred such as executed construction contracts or contractor invoices. Engineers' estimates are not accepted. An itemized tabulation delineating eligible costs is required when contracts or invoices include ineligible items. Note: Eligible costs include design, permitting, right-of-way (if applicable), and construction & CEI.
       - Completed Volusia County Impact Fee Account Registration form**, attached. Registration forms require original signatures. Copies or PDF's will not be accepted.

   ***Note: Your Transportation Impact Fee Credit Account is like a bank account. The "List of Person(s) authorized to sign for this account", on the form, will be the people authorized to make withdrawals from your Transportation Impact Fee Credit Account.*

2. **Allow Staff to Process Information and Make Deposit:**
   - The submittal will be reviewed by county engineering staff and additional information may be requested of the applicant.
   - Engineering & Construction will deliver the original executed Registration Form to County Growth and Resource Management (GRM). Contact: Beth Branton (bbranton@volusia.org, (386) 736-5924, ext. 12097).
   - GRM will not accept executed forms from anyone other than Engineering & Construction.
   - GRM will establish the Transportation Impact Fee Credit Account and send the applicant an email with instructions on how to pay County Transportation Impact Fees with credits, or if desired, transfer your credits. Please be aware that the county auditor completes audits of transportation impact fee credit files.

For questions regarding the following, please call:
- ***Impact Fee Credit Registration -*** *Storm Kazmierczak at (386) 736-5967, ext. 12294, skazmierczak@volusia*
- ***Impact Fees or Impact Fee Credit Account balance -*** *Beth Branton at (386) 736-5924, ext. 12097, bbranton@volusia.org.*
- ***PFS Agreements,*** *please contact Russ Brown at 386-736-5950 x12947, rbrown@volusia.org*
- ***PFS payments,*** *please contact Kristen Vieira at 386-736-5968, ext. 12177, kvieira@volusia.org*
- ***PFS calculations,*** *please contact Melissa Winsett at 386-736-5968, ext. 12322, mwinsett@volusia.org*

VOLUSIA COUNTY IMPACT FEE ACCOUNT REGISTRATION

Growth and Resource Management - Impact Fees
123 West Indiana Avenue, Room 200
DeLand, FL 32720-4604
TELEPHONE: (386) 736-5924, ext. 12097
E-MAIL: impactfees@volusia.org

Collection Zone_____ **I P Account Number** _____

NOTE: Credit must be applied to projects within the above zone

PLEASE PRINT OR TYPE

Date: _____

APPLICANT INFORMATION:

Name _____ E-Mail Address _____

Business Name _____

Mailing Address _____

City _____ State _____ Zip _____

( ) _____ ( ) _____

Telephone Number Fax Number

Answer the following questions on the subject property:

1. **Physical Address:**
   City:
   The correct numeric street address for the site must be furnished. If unsure, contact the City or County where the project is located for the correct address.

2. **Property Tax Parcel Number(s):** __ __ __ __ -_____-_____- __ __ __ __
   __ __ __ __ -_____-_____- __ __ __ __
   __ __ __ __ -_____-_____- __ __ __ __

3. **List of Person(s) authorized to sign complete any/all transactions for this account:****
   ***ONLY persons listed will be given information or access to the account.*

_____ _____
Printed Name Signature

_____ _____
Printed Name Signature

_____ _____
Printed Name Signature

Signature of Applicant/Property Owner:_____

THIS AREA TO BE COMPLETED BY VOLUSIA COUNTY PERSONNEL

Total credits to be awarded: $_____

Proportionate Fair Share Payment: Yes____No_____

Date of PFS payment _____Development Project: _____

Additional Details: _____

_____ Tadd Kasbeer, P.E., County Engineer _____
Approved by (signature) Date

CITY OF DELAND
Request for Commission Action
August 7, 2023

SUBJECT: Consideration re Lakewood Park Proportionate Fair Share Agreement.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Lakewood Park PFSA

APPROVED BY: Michael Pleus, City Manager, August 2, 2023

SUMMARY/HIGHLIGHT:

Approval of the Proportionate Fair Share Agreement ("PFSA") for the Lakewood Park development. The statutory proportionate fair share payment for this project has been determined to be $1,083,391.84. However, that amount is offset by the value of the 13 acres of property which the developer conveyed to the City for the development of Beresford Avenue extension. The developer is required to enter into the attached PFSA with the City and the County of Volusia regarding payment of the remaining fair share amount to Volusia County.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government.

SUSTAINABILITY:

Facilitating the Beresford Avenue Extension, amongst other things, will go a long way toward sustainability.

FISCAL IMPACT:

There is no fiscal impact to the City from this agreement. The money will be paid to the County by the developer and the developer will receive impact fee credits in the amount of the payment.

RECOMMENDATION:

It is recommended that the City Commission approve the attached agreement.

BACKGROUND/DISCUSSION:

In accordance with Florida Statutes, all new development is reviewed for traffic concurrency prior to issuing construction permits. This review involves the applicant submitting a traffic study from a traffic engineer which determines the traffic impacts from the new development. The study is then reviewed by the County's traffic engineer. The City, County and Developer then enter into the PFSA to memorialize the amount of the payment due and any relevant terms related thereto. Pursuant to statute, the developer is entitled to county road impact fee credits in the amount of the proportionate fair share payment.

This PFSA is for the Lakewood Park project on the east side of MLK between SR 44 to the north and Taylor Road to the south. As part of the development approvals, the developer was required to dedicate right-of-way for the Beresford Avenue extension through its property and up to its eastern property line abutting the Volusia County School Board property. In addition, the developer conveyed an additional six acres of land to the City, which the City will give to the School Board in exchange for an approximately equal amount of land being

transferred by the School Board to the County of Volusia so that the County can continue the Beresford Extension through the School Board property to Summit Avenue. The City is also transferring to the School Board another roughly one acre parcel which the City owns and which is adjacent to the School Board property in order to make the School Board whole in the transfer. These transactions are all clearly laid out in the interlocal agreement between the City, Volusia County and the School Board that was previously approved by the City Commission and those entities.

After the credit for the property conveyed to the City for the Beresford Avenue extension project, the remaining payment due under this agreement is $439,149.34.

LAKEWOOD PARK
PROPORTIONATE FAIR SHARE AGREEMENT

THIS PROPORTIONATE FAIR SHARE AGREEMENT ("Agreement") is entered into by and between the following entities: **Lakewood Park Project I, LLC**, a Florida limited liability company, ("Developer"), mailing address: 10100 Innovation Drive, Suite 410, Dayton, Ohio 45342; the **City of DeLand,** a Florida municipal corporation ("City"), mailing address: 120 South Florida Avenue, DeLand, FL 32720; and the **County of Volusia,** a political subdivision of the State of Florida ("County"), mailing address: 123 West Indiana Avenue, DeLand, FL 32720.

WHEREAS, the real property subject to this Agreement is comprised of 185± acres of land located east of Dr. Martin Luther King, Jr. Beltway in the City of DeLand, which is generally depicted in **Exhibit A**, attached hereto and incorporated herein, except that the property subject to this Agreement does not include the Beresford Extension Property defined below ("Property"); and

WHEREAS, the Property is subject to the terms and conditions of the Park Lake Estates Planned Development Agreement adopted by Ordinance Number 2019-38 by the City recorded in Official Records Book 7933, Page 3590 ("PD"); and

WHEREAS, the Developer conveyed a portion of the Property, as more particularly set forth herein, to the City for the purpose of extending Beresford Avenue ("Beresford Extension Property"), which will result in an east/west thoroughfare to improve traffic congestion in the area of the Property; and

WHEREAS, the Beresford Extension Property consists of +/- 13.015 acres of land and is more particularly described in the attached **Exhibit B**; and

WHEREAS, without the conveyance of the Beresford Extension Property the City would not have been able to approve the development of the Property under the PD; and

WHEREAS, a portion of the Beresford Extension Property may be conveyed to the Volusia County School Board, the County of Volusia, or any other third party for the purpose of facilitating construction of the Beresford Avenue extension across property currently owned by the Volusia County School Board which is located directly east of the Property; and

WHEREAS, the Property will be platted in multiple phases under the subdivision name "Lakewood Park" and in accordance with the PD; and

WHEREAS, the platting process for the property will allow the Lakewood Park subdivision to be developed ("Project"); and

WHEREAS, in connection with the plat review for the Project, a traffic impact analysis ("TIA"), dated September 2020, of the existing road network in the vicinity of the Project was performed by Developer's traffic consultant in order to determine the availability of roadway capacity to serve the Project; and

WHEREAS, an inflation factor based on CPI from the approved TIA calculated proportionate fair share payment has been applied; and

WHEREAS, the results of the TIA indicate that there is insufficient roadway capacity in the vicinity of the Property without the anticipated additional traffic impacts of the Project; and

WHEREAS, Florida Statutes § 163.3180(5)(h) authorizes payment of proportionate fair share mitigation funds as an alternative to demonstrating traffic concurrency in certain circumstances; and

WHEREAS, the TIA, identifies certain traffic impacts in the area of the Project ("Impact Area") and the proportionate costs for said site related improvements are set forth in this Agreement; and

WHEREAS, Lassiter Transportation Group, Inc., in a written memorandum, calculated the amount of the proportionate fair share for the total buildout of the necessary offsite traffic improvements required for the Project based upon a maximum buildout of 434 single family residential units.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and with the intent to be legally bound and to bind their successors and assigns, the Developer, County, and City do hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct, form a material part of this Agreement, and are incorporated herein by reference.

2. Proportionate Fair Share. For purposes of this Agreement, the calculated "Proportionate Fair Share" for the Property shall be ONE MILLION EIGHTY-THREE THOUSAND THREE HUNDRED NINETY-ONE AND 84/100 ($1,083,391.84) DOLLARS, which is the amount described in **Exhibit C**, attached hereto and incorporated herein, as adjusted for inflation based upon CPI (the "Proportionate Fair Share"). Developer shall satisfy the Proportionate Fair Share obligation through the payment of the sum of FOUR HUNDRED THIRTY-NINE THOUSAND ONE HUNDRED FORTY-NINE AND 34/100 ($439,149.34) DOLLARS ("PFS Payment") and the value of the Beresford Extension Property which is appraised at $SIX HUNDRED FORTY-FOUR THOUSAND TWO HUNDRED FORTY-TWO AND 50/100 ($644,242.50), and which was previously conveyed to the City for the future extension of Beresford Avenue by the County and used to exchange with the Volusia County School Board for additional right-

of-way to accommodate the Beresford Avenue extension. Developer must make payment to the County of the PFS Payment which shall be completed within thirty (30) days of the effective date of this Agreement (as defined in Section 8 below). Once payment is made, the Developer agrees to waive the right to request a return of the Proportionate Share payment.

3. Roadway Improvements. Developer is required as a condition of the PD to construct, in conjunction with the platting of the third phase of the Project, a portion of the Beresford Avenue extension from Dr. Martin Luther King, Jr. Beltway/Kepler Road to the access road for the northern phase of the Project and all associated intersection improvements related thereto at the intersections of Dr. Martin Luther King, Jr. Beltway/Kepler Road ("Beresford First Leg"). In the event the County constructs the Beresford First Leg prior to the time that the Developer is obligated by the terms of the PD to construct the Beresford First Leg, then the Developer shall be relieved from its obligation to do so. However, if the Developer constructs the Beresford First Leg, then the Developer shall be entitled to transportation impact fee credits from the County for the cost of construction of such improvements in accordance with Florida Statutes § 163.3180(5)(h)2e, subject to the County's review and approval of the final construction costs of such improvements. There will be no credit for site related improvements made by Developer.

4. County's Application of Proportionate Fair Share. The parties intend that the County will apply the Proportionate Fair Share funds received for the purpose of installing improvements in the Impact Area. Developer acknowledges that it has no right to direct or claim a right to direct the application of the Proportionate Fair Share to making any specific public roadway infrastructure improvements.

5. City's Obligation to Transfer Property for Construction of Beresford Avenue. The City shall donate to the County the right of way for the proposed Beresford Avenue extension. The County has agreed to construct the Beresford Avenue extension, and the City has agreed to take over maintenance responsibilities for the portion of the roadway that will result from the Dr. Martin Luther King, Jr. Beltway to North Summit Avenue. City shall convey to County by deed the right of way necessary for the Beresford Avenue extension in accordance with a separate agreement to which the Developer is not a party.

6. Impact Fees. Subsequent to payment of funds and conveyance of the Beresford Extension Property, Developer shall be entitled to County thoroughfare road impact fee credits against and in an amount equal to the Proportionate Fair Share. Impact fee credits shall be issued as provided in Chapter 70, Article III of the County Code of Ordinances and as detailed in **Exhibit D**.

7. Developer Acknowledgement/Waiver. Developer acknowledges that the payment of the Proportionate Fair Share does not release the Developer from payment of any other City development or building related fees including other impact fees, or such other City fees as may be prescribed by law.

8. Effective Date. The effective date this Agreement shall be the last date upon which

all parties hereto cause this Agreement to be executed as indicated below their respective signatures.

9. Binding Nature of this Agreement. This Agreement shall inure to the benefit of the parties hereto and the subject property, and shall be binding upon any person, firm, or corporation that may become a subsequent owner, successor in interest or assign, directly or indirectly, of the subject property or any portion thereof.

10. Venue. In the event of any claim, action, litigation or proceeding under this Agreement, venue shall be in Volusia County, State of Florida.

11. Recordation. This Agreement will be recorded in the Public Records of Volusia County, Florida, at Developer's expense.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The electronic (i.e., facsimile or email) transmittal of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of the respective entities, their successors and assigns.

Signed, sealed and delivered in the presence of:

THE CITY OF DELAND, FLORIDA, a Florida municipal corporation

_____

Witness 1

_____

Print Name of Witness 1

By:_____

Christopher M. Cloudman, Mayor

Attest: _____

Julie A. Hennessy, City Clerk

_____

Witness 2

_____

Print Name of Witness 2

Date: _____

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 and Julie A. Hennessy, Mayor and City Clerk, respectively, of the City of DeLand, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

_____

Notary Public

Printed Name:

_____

Commission No. _____

Approved as to form by:

By:_____

Darren Elkind, City Attorney

Signed, sealed and delivered in the presence of:

ATTEST:

_____
George Recktenwald, County Manager

COUNTY OF VOLUSIA, a political subdivision of the State of Florida

_____
Jeffrey S. Brower, County Chair

Date:_____

Approved as to form by:

By:_____
Thomas R. Brown, III, Sr. Asst. County Attorney

LAKEWOOD PARK PROJECT I, LLC,
a Florida limited liability company

By: **EBS RESIDENTIAL DEVELOPMENT FUND III, LLC**, an Ohio limited liability company, its Sole Member

By: **Eubelid Brady & Suttman Asset Management, Inc**., a Delaware Corporation, its Manager

By:_____
Name:
Title:

Witnesses:

_____
Print Name: _____

_____
Print Name:_____

STATE OF OHIO
COUNTY OF MONTGOMERY

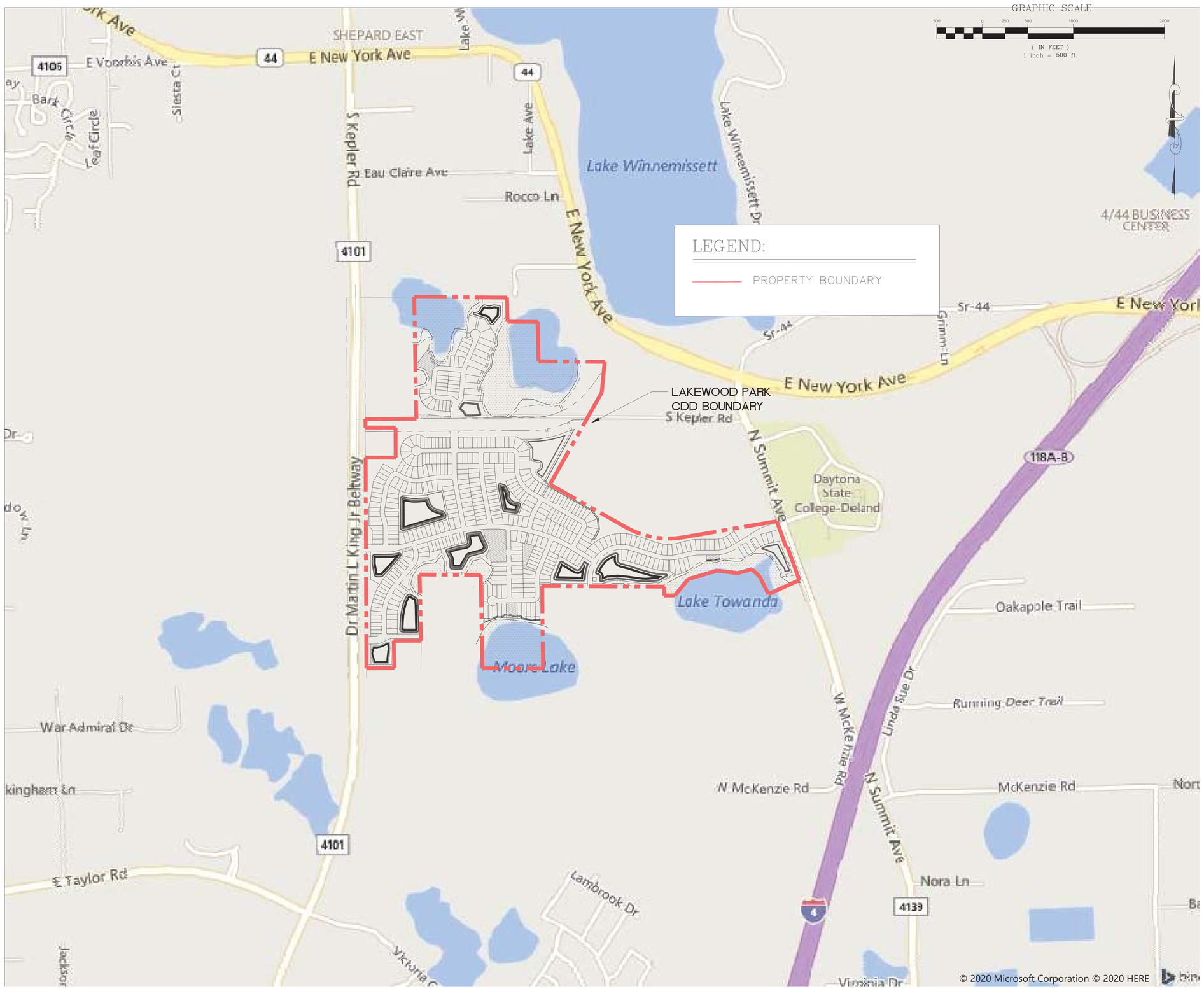
The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by _____ as _____ of Eubel Brady & Suttman Asset Management, Inc., a Delaware corporation, as Manager of EBS Residential Development Fund III, LLC, the Sole Member of Lakewood Park Project I, LLC, a Florida Limited Liability Company, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

_____
Notary Public Commission:

Exhibit A

The Property



MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

LOCATION MAP
FOR
LAKEWOOD PARK
CITY OF DELAND
FLORIDA

PROFUSION CAP 5 FORD, LLC
300 SOUTH ORANGE AVE. SUITE 1600
ORLANDO, FL 32801
(513) 519-5966

ENGINEER IN CHARGE:
CERTIFICATE OF AUTHORIZATION NO. EB-0007723

	DATE	REVISIONS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

JOB #	19040
DATE:	08/19/2020
SCALE:	1" = 500'
DESIGNED BY:	TTB
DRAWN BY:	RJS
APPROVED BY:	CHM

EX-2

H:\Data\19040\CadCore\2020-08-19_CDD Eng Report Exhibits\19040_Location Map.dwg August 20, 2020 3:41 PM

Exhibit B

Beresford Extension Property

LANDS SITUATED IN SECTIONS 23 AND 24, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER COMMON TO SECTIONS 23 AND 24 BEING THE NORTHEAST CORNER OF SAID SECTION 23, TOWNSHIP 17 SOUTH, RANGE 30 EAST, THENCE S89°43'31"E, ALONG THE NORTH LINE OF SAID SECTION 24, A DISTANCE OF 1,869.06 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3755 PAGE 4964 OF THE PUBLIC RECORDS OF SAID VOLUSIA COUNTY; THENCE, ALONG SAID WESTERLY LINE, S29°22'36"W, A DISTANCE OF 143.06 FEET; THENCE N89°43'31"W, PARALLEL WITH AFORESAID NORTH LINE OF SECTION 24, A DISTANCE OF 654.77 FEET; THENCE S89° 31'24"W, A DISTANCE OF 1,372.05 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3999 PAGE 0521 OF THE AFORESAID PUBLIC RECORDS; THENCE N00°14'27"W, ALONG SAID EAST LINE, A DISTANCE OF 43.44 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE N89°36'53"W, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 330.02 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF DR. MARTIN LUTHER KING JR. BELTWAY (FORMERLY KEPLER ROAD); THENCE N00°14'27"W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 91.60 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF AFORESAID SECTION 23; THENCE N 89°31'24" E, ALONG SAID NORTH LINE, A DISTANCE OF 558.51 FEET TO THE NORTHEAST CORNER THEREOF AND THE POINT OF BEGINNING.

HAVING AN AREA OF 300,826 SQUARE FEET, 6.91 ACRES, MORE OR LESS.

A portion of Section 13, Township 17 South, Range 30 East, Volusia County, Florida and being more particularly described as follows:

Commence at the Southwest corner of aforesaid Section 13; thence run S 89°43'31" E, along the South line of said Section 13, a distance of 992.51 feet to the POINT OF BEGINNING: thence, departing said South line, run N 50°56'03" E, a distance of 207.62 feet; thence N 81°43'16" E, a distance of 200.20 feet; thence S 71°55'50" E, a distance of 91.35 feet; thence N 81°58'43" E, a distance of 145.51 feet; thence N 46°35'12" E, a distance of 71.00 feet; thence N 40°09'24" E, a distance of 104.12 feet; thence N 31°32'26" E, a distance of 79.52 feet; thence N 29°07'44" E, a distance of 94.19 feet; thence N 06°02'08" E, a distance of 82.90 feet; thence N 05°42'10" E, a distance of 64.93 feet; thence N 16°38'35" W, a distance of 56.27 feet to a point of intersection with the South line of those lands described in Official Records Book 7707, Page 4683 of the aforementioned Public Records; thence run S 89°35'56" E, along said South line, a distance of 280.45 feet to the point of intersection with the Westerly line of those lands described in Official Records Book 3755, Page 4964 of said Public records; thence run S 05°24'57" W (S 05°14'52" W, deed), along said Westerly line, a distance of 337.14; thence S 29°22'36" W (S 29°12'12" W, deed), a distance of 341.55 feet to its intersection with the South line of aforesaid Section 13; thence run N 89°43'31" W, along said South line, a distance of 876.55 feet to the Point of Beginning.

The above-described parcel contains 6.105 acres more or less.

Exhibit C

Proportionate Fair Share Calculation

LTG Engineering & Planning

9/30/2020
Revised

The Park Lakes Estates - Proportionate Share (PS) Determination

Roadway	Segment From:	Segment To:	FDOT Cost per Mile Model [1]	Estimated Length (mi)	Improvement	Base Improvement Cost	Additional Cost[2]	Total Estimated Cost [3]	Project Volume (a)	Unimproved Lane Group Capacity (b)	Improved Lane Capacity (c)	PS (%) (d)=a/(c-b)	Proportionate Share Cost
Beresford Ave Ext	Blue Lake Ave.	Kepler Rd.	Volusia County	0.88	New 2-lane roadway	$7,590,000.00		$7,590,000.00	69	0	1,540	4.48%	$340,071.43
	Kepler Rd.	Summit Dr.	Volusia County	0.70	New 2-lane roadway	$15,840,000.00		$15,840,000.00	2	0	1,540	0.13%	$20,571.43
Orange Camp Rd	US 17/92	Princeton Ave	Volusia County	0.55	Widen from 2 to 4 lanes (urban)	$8,874,418.00		$4,880,929.90	14	1,270	3,410	0.65%	$31,931.32
	Blue Lake Ave	W. Volusia Bltwy	Volusia County	0.55	Widen from 2 to 4 lanes (urban)	$8,874,418.00		$4,880,929.90	12	1,270	3,410	0.56%	$27,369.70
W. Volusia Bltwy/Dr. MLK Bltwy	SR 472	Cassadaga Rd.	Volusia County	0.40	Widen from 2 to 4 lanes (rural)	$6,197,772.00		$2,479,108.80	14	1,540	3,410	0.75%	$18,560.17
	Cassadaga Rd	Orange Camp Rd	Volusia County	1.28	Widen from 2 to 4 lanes (rural)	$6,197,772.00		$7,933,148.16	54	1,540	3,410	2.89%	$229,085.56
	Orange Camp Rd.	SR 15A/Taylor Road	Volusia County	1.04	Widen from 2 to 4 lanes (rural)	$6,197,772.00		$6,445,682.88	14	1,540	3,410	0.75%	$48,256.45
	SR 15A/Taylor Rd	Beresford Avenue Ext.	Volusia County	1.05	Widen from 2 to 4 lanes (rural)	$6,197,772.00		$6,507,660.60	13	1,540	3,410	0.70%	$45,240.42
W. Volusia Bltwy/Kepler Rd	SR 44/New York Ave	Minnesota Ave	Volusia County	0.76	Widen from 2 to 4 lanes (rural)	$6,197,772.00		$4,710,306.72	26	1,540	3,410	1.39%	$65,490.90
												Segment PS SubTotal:	**$826,577.38**

Off-Site Intersections	FDOT Cost per Mile Model [1]	Estimated Lane Length (mi)	Improvement	Base Improvement Cost	Additional Cost[2]	Total Estimated Improvement Cost [3]	Project Volume (a)	Unimproved Lane Group Cpacity (b)	Improved Lane Group Capacity (c)	PS (%) (d)=(a)/(c-b)	Proportionate Share Cost
SR 44/New York Ave at W. Volusia Bltwy/Kepler Rd	-	-	Optimize Signal Timings	$4,000.00		$5,000.00	-	-	-	100.00%	$5,000.00
Dr. MLK Beltway at Beresford Avenue Extension	-	-	Signalize	$450,000.00		$562,500.00	214	2,478	4,385	11.22%	$63,122.71
										Offsite Intersection PS SubTotal:	**$68,122.71**

Turn Lane Extensions	FDOT Cost per Mile Model [1]	Estimated Lane Length (ft.) [4]	Improvement	Base Improvement Cost	Additional Cost[2]	Total Estimated Improvement Cost [3]	Project Volume (a)	Total Volume (b)	PS (%) (c)=a/b	Proportionate Share Cost
SR 44/New York Ave at Summitt Ave	$180,276.37	25	Extend westbound left-turn lane	$15,023.03		$18,778.79	56	129	43.41%	$8,152.03
W.Volusia Bltwy/Dr. MLK Bltwy at Taylor Rd	$171,421.12	25	Extend southbound right-turn lane	$14,285.09		$17,856.37	7	137	5.11%	$912.37
Blue Lake Ave at Taylor Rd	$180,276.37	25	Extend westbound left-turn lane	$15,023.03		$18,778.79	6	64	9.38%	$1,760.51
									Turn Lane Extension PS Subtotal:	**$10,824.91**

PS GRAND TOTAL:	**$905,525.00**

[1] Cost obtained from FDOT Long Range Estimates (LRE) for improvement identified; Unless stated otherwise.

[2] Additional costs pertain to site specfic modifications associated with the improvement (examples include traffic signal updates, right-of-way, bridge modifications, etc.).

[3] Includes Design & CEI Cost (25%).

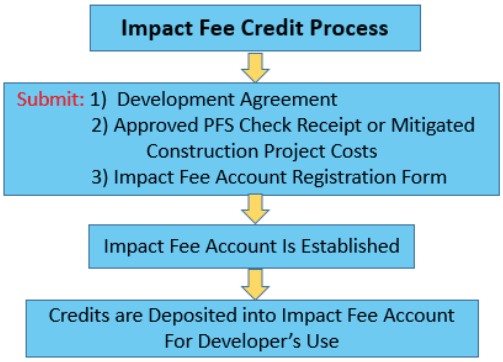
[4] Turn lanes are measured in feet and unit cost is based on 300 feet.

Exhibit D

Impact Fee Credit Instructions

IMPACT FEE CREDITS

The following steps are required to be able to obtain impact fee credits for PFS payment or construction mitigation improvement:



1. **Establish an Impact Fee Credit Account:**
   - After the PFS payment is made or constructed improvements are complete, contact Engineering & Construction to establish an impact fee credit account and obtain credits. Contact: Storm Kazmierczak (skazmierczak@volusia.org, (386) 736-5967 x12294). Please allow 5-7 business days.

     - *For Impact Fee Credits related to PFS Payments, please submit the following supporting documentation to Engineering and Construction:*
       - Copy of the project's recorded development agreement
       - Copy of your PFS check and receipt.
       - Completed Volusia County Impact Fee Account Registration form** attached. Registration forms require original signatures. Copies or PDF's will not be accepted.
       - .
     - *For Impact fee credits related to Constructed Improvements, please submit the following to Engineering & Construction:*
       - Copy of the project's recorded development agreement.
       - Actual costs incurred such as executed construction contracts or contractor invoices. Engineers' estimates are not accepted. An itemized tabulation delineating eligible costs is required when contracts or invoices include ineligible items. Note: Eligible costs include design, permitting, right-of-way (if applicable), and construction & CEI.
       - Completed Volusia County Impact Fee Account Registration form**, attached. Registration forms require original signatures. Copies or PDF's will not be accepted.

   ***Note: Your Transportation Impact Fee Credit Account is like a bank account. The "List of Person(s) authorized to sign for this account", on the form, will be the people authorized to make withdrawals from your Transportation Impact Fee Credit Account.*

2. **Allow Staff to Process Information and Make Deposit:**
   - The submittal will be reviewed by county engineering staff and additional information may be requested of the applicant.
   - Engineering & Construction will deliver the original executed Registration Form to County Growth and Resource Management (GRM). Contact: Beth Branton (bbranton@volusia.org, (386) 736-5924, ext. 12097).
   - GRM will not accept executed forms from anyone other than Engineering & Construction.
   - GRM will establish the Transportation Impact Fee Credit Account and send the applicant an email with instructions on how to pay County Transportation Impact Fees with credits, or if desired, transfer your credits. Please be aware that the county auditor completes audits of transportation impact fee credit files.

For questions regarding the following, please call:

- ***Impact Fee Credit Registration -*** *Storm Kazmierczak at (386) 736-5967, ext. 12294, skazmierczak@volusia*
- ***Impact Fees or Impact Fee Credit Account balance -*** *Beth Branton at (386) 736-5924, ext. 12097, bbranton@volusia.org.*
- ***PFS Agreements,*** *please contact Russ Brown at 386-736-5950 x12947, rbrown@volusia.org*
- ***PFS payments,*** *please contact Kristen Vieira at 386-736-5968, ext. 12177, kvieira@volusia.org*
- ***PFS calculations,*** *please contact Melissa Winsett at 386-736-5968, ext. 12322, mwinsett@volusia.org*

VOLUSIA COUNTY IMPACT FEE ACCOUNT REGISTRATION

Growth and Resource Management - Impact Fees
123 West Indiana Avenue, Room 200
DeLand, FL 32720-4604
TELEPHONE: (386) 736-5924, ext. 12097
E-MAIL: impactfees@volusia.org

Collection Zone_____ **I P Account Number** _____

NOTE: Credit must be applied to projects within the above zone

PLEASE PRINT OR TYPE

Date: _____

APPLICANT INFORMATION:

Name _____ **E-Mail Address** _____

Business Name _____

Mailing Address _____

City _____ **State** _____ **Zip** _____

( ) _____ ( ) _____

Telephone Number **Fax Number**

Answer the following questions on the subject property:

1. **Physical Address:**
   City:
   The correct numeric street address for the site must be furnished. If unsure, contact the City or County where the project is located for the correct address.

2. **Property Tax Parcel Number(s):** __ __ __ __ -_____-_____- __ __ __ __
   __ __ __ __ -_____-_____- __ __ __ __
   __ __ __ __ -_____-_____- __ __ __ __

3. **List of Person(s) authorized to sign complete any/all transactions for this account:****
   ***ONLY persons listed will be given information or access to the account.*

_____ _____
Printed Name Signature

_____ _____
Printed Name Signature

_____ _____
Printed Name Signature

Signature of Applicant/Property Owner:_____

THIS AREA TO BE COMPLETED BY VOLUSIA COUNTY PERSONNEL

Total credits to be awarded: $_____

Proportionate Fair Share Payment: Yes____No_____

Date of PFS payment _____Development Project: _____

Additional Details: _____

_____ Tadd Kasbeer, P.E., County Engineer _____
Approved by (signature) Date

CITY OF DELAND
Request for Commission Action
August 7, 2023

SUBJECT: Consideration re Appointment to the Downtown Community Redevelopment Agency (CRA).

DEPARTMENT: City Clerk

PREPARED BY:

ATTACHMENTS: Ella Application, Jeanette Rodriguez Applicaton

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

SUMMARY/HIGHLIGHT:

The term for Seat 6 (Ella Ran) on the Downtown Community Redevelopment Agency has expired. Terms are for four (4) years. Members must be a resident of, or be engaged in business within the Downtown Redevelopment District, i.e., own a business, practice a 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.

The following applications have been received:

Jeanette Rodriquez: Owns a business downtown; City resident
Ella Ran: Owns a business downtown; City resident

Staff also received an application from Michael Allcock, who does not meet the requirements for the Downtown CRA.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the City Commission review the applications and make an appoint/reappointment to Seat 6 on the Downtown CRA, for a partial term to expire December 1, 2026.

BACKGROUND/DISCUSSION:

N/A

Application for CRA

City of DeLand

Submitted On:
December 27th, 2018 @ 11:54am

Applicant Name	Ella Ran
Address	112 South Woodland Boulevard DeLand FL 32720 United States
Email	ella.j.ran@gmail.com
Primary Phone Number	3864905023
Secondary Phone Number	3213239138
Employment	Otentik USA (DBA Outsiders USA) Owner 3 years
High School	DeLand High School
Colleges	University of Central Florida Raphael Recanati International School (Israel)
Degree(s)	B.A. in Government, Diplomacy and Strategy
Do you work within the City Limits?	Yes
Are you a City of DeLand resident?	Yes
Do you own property in DeLand	Yes
Have you ever served on a City Board?	No
Are you currently serving on any advisory board for any other governmental agency?	No
How long have you lived in the DeLand area?	27 years
Work Experience	Owner of Outsiders USA, located in downtown DeLand on Persimmon Lane. (Mar 2015 - present) Project Manager at Performance Designs, the largest parachute manufacturer located here in DeLand. (2011 - 2015) Vice Pres. of Women in International Security Israel (NGO located in Israel; 2009 - 2011)
Community Involvement	Organizer of local cleanups; active member of Mainstreet DeLand Association and Overlap, a non-profit focused on ethical business practices.

Interests/Activities	Entrepreneurship, non-profit work, foreign affairs, reading, travel, languages and the outdoors.
Why do you desire to serve on this Board?	As a native of DeLand and having lived here for 27 years, I have a vested interest in preserving its past and shaping its future. I am interested in helping to further the growth of our beautiful town, with an emphasis on fostering a diverse, forward-thinking and robust economy and culture. I am particularly passionate about our downtown area, where I have a business and spend much of my time. I believe I am a strong candidate for this position, and would bring energy and new perspectives to the CRA. Thank you for your consideration.
User's Session Information	IP Address: 108.189.101.196 Referrer URL: https://www.deland.org/boards-committees/downtown-community-redevelopment-agency-cra
Upload Additional File(s)	https://seam.ly/y2Xr6nom
Signature Data	First Name: Ella Last Name: Ran Email Address: ella.j.ran@gmail.com Ella Ran Signed at: 12/27/2018 11:53AM

View History Report

Audit Trail

Show detailed result
Submission Submission by Jeanette Rodriguez <Jeanette.Rodriguez@visionandheels.com>

Select a Committee to Apply to:	Community Redevelopment Agency Committee
Are you a City of DeLand Resident?	Yes
How long have you Lived in the DeLand Area?	In west volusia since 2004 in Deland since 2019
Do You Own Property in DeLand?	Yes
Have you served on a City Board, Committee or Governmental Agency?	No
Please describe your community involvement, Interest and Activities	My son is a Stetson Graduate, I own a business in Downtown Deland (Vision & Heels)
Why do you desire to serve on this Board or Committee?	Downtown Community Redevelopment Committee
Applicant's Full Legal Name	Jeanette Rodriguez
Applicant's Address	803 Victoria Hills Dr S, DeLand, FL 32724, USA
Applicant's Email Address	jeanette.rodriguez@visionandheels.com
Applicant's Primary Phone Number	(386) 837-5400
Employment History	
Employer	Vision & Heels
Position	Founder - CEO
Employment Date	02/01/2022
Education	
Degree(s)	Masters in Leadership
School or College	Nova Southeastern University
Graduation Date	06/2012
A resume or separate sheet with additional information may be included. If you have questions, please call the Office of City Clerk (386) 626-7132 Clerk's Office, City Hall, 120 S. Florida	Meet our Team.jpg

Ave., DeLand 32720. I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board(s).

Click to edit

Signed By: Jeanette.Rodriguez@visionandheels.com
Date Signed: 04/27/2023 8:53:25 PM +00:00 GMT
IP Address: 108.189.239.103

Completed Stages:

Submission: ✔ 04/27/2023 01:53:25 PM - Jeanette Rodriguez <Jeanette.Rodriguez@visionandheels.com>

Uploaded Files

Name	Uploaded by	Version	Source
Meet our Team.jpg	SYSTEM	1	A resume or separate sheet with additional information may be included. If you have questions, please call the Office of City Clerk (386) 626-7132 Clerk's Office, City Hall, 120 S. Florida Ave., DeLand 32720. I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board(s).
Summary.pdf	Document builder	1	Document builder

0 Comments 0 Emails

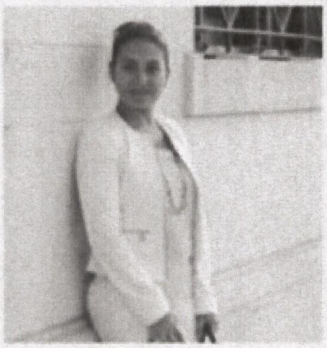
Comments

Comments(0)

To link emails to this workflow - send or CC them to this workflow using the following workflow specific address: wf-d87deb7f4be141e3b2808397aa017e03.prod@simpligov.com . All emails sent into the workflow will display in the list below.

Meet Our Team

VISION & HEELS



Jeanette Rodriguez
Founder/CEO
Jeanette.Rodriguez@visionandheels.com

Jeanette is a driven professional with successful 20+ year history as a finance professional specializing in trading operations.

With her time in the business world she always craved an environment where women and women allies can support one another & build networks. Vision & Heels is this vision realized in a physical space.

She invites you to pull up an office chair & your laptop to enjoy Vision & Heels with the community it provides.

Matthew "Matt" Rivera
Information Technology (IT) Assistant
info@visionandheels.com

What I like about V&H: I like the people that I connect with, the breathtaking co-working spaces that we provide and the events that we host.

Providing technical assistance here at Vision & Heels helps me not only connect with our clients, but it also shows them how we are a great resource to utilize for other businesses across the DeLand/Central Florida area.

Julia Hewitt

From: Jeanette Rodriguez <Jeanette.Rodriguez@visionandheels.com>
Sent: Monday, June 26, 2023 12:19 PM
To: Julia Hewitt
Subject: Re: CRA App

Hi Julia,

Yes, I am engaged in Business within Downtown Redevelopment
Vision & Heels
100 E. New York Ave
Ste 103
Deland, FL 32724

Regards,
Jeanette M. Rodriguez
CEO/Founder of Vision & Heels
Email: Jeanette.Rodriguez@visionandheels.com
100 East New York Ave
Suite 103
DeLand FL 32724
Mobile: 386-837-5400
www.visionandheels.com

Fueling & empowering women through coworking

Vision & Heels

From: Julia Hewitt <Hewittj@deland.org>
Date: Monday, June 26, 2023 at 10:50 AM
To: Jeanette Rodriguez <Jeanette.Rodriguez@visionandheels.com>
Subject: CRA App

Hi Jeanette,

Thank you for your interest in the Downtown Community Redevelopment Agency. Our application online was missing an important question listed below. If you could please respond back with the information needed I would greatly appreciate it. 😊

Are you engaged in business within the Downtown Redevelopment District?

Yes _____ No _____

If yes, what business?_____

Business address?_____

Julia Hewitt
Deputy City Clerk, CMC., City of DeLand

(386)626-7132 | deland.org | hewittj@deland.org

120 South Florida Avenue

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 Hewittj@deland.org

CITY OF DELAND
Request for Commission Action
August 7, 2023

SUBJECT: First Reading of Ordinance Amending Chapter 30 Related to Utilities.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Utility Ordinance Update

APPROVED BY: Michael Pleus, City Manager, August 2, 2023

SUMMARY/HIGHLIGHT:

An ordinance is proposed to the City Commission to amend Section 30 of the *Code of Ordinances* relating to water service connection charges to existing service lines; revise definitions; update allowable pH discharge limits; and remove requirement to pay interest on utility account deposits.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government

SUSTAINABILITY:

Refining the utility ordinance, and in particular revising the allowable pH levels for discharges into the sewer system, makes for a more sustainable utility system and city.

FISCAL IMPACT:

The exact fiscal impact on the utility system is indeterminate. However, there will be a positive, albeit small, fiscal impact on the utility system.

RECOMMENDATION:

It is recommended that the City Commission approve the attached ordinance.

BACKGROUND/DISCUSSION:

City staff from various departments convened to discuss housekeeping updates to the City's utility ordinance and came up with several revisions. The most recent amendment to the City's utility ordinance, Chapter 30 of the Code of Ordinances, relating to water connection fees addressed water service connection charges for a city-installed service line. However, it did not address the revised rate for water connection charges to existing service lines. This Ordinance will update the rate charge from $590.00 to $695.00 for a residence served with reclaimed water or non-potable irrigation (reclaimed) water and combination meter/backflow preventer as required by the director of utilities. In addition, this ordinance also clarifies the charges reimbursable to the City for extending utility service lines; clarifies the language of "residential homes" related to construction meters; removes the requirement to pay interest on utility account deposits; and revises the allowable pH level for water discharged into the City's utility system based upon guidance from the Florida Department of Environmental Protection.

ORDINANCE NO. 2023 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING CHAPTER 30 "UTILITIES" OF THE CODE OF ORDINANCES FOR THE CITY OF DELAND BY AMENDING SECTION 30-21 "PHYSICAL CONNECTION CHARGES"; AMENDING SECTION 30-27(b)(7) TO HARMONIZE THE DEFINITION OF SINGLE-FAMILY HOME; AMENDING SECTION 30-29(e) TO REMOVE THE CUSTOMER INTEREST CREDIT ON UTILITY DEPOSITS; AND AMENDING SECTION 30-47(a)2(b) TO REVISE THE pH REFERENCE PER DIRECTION FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City's Utilities ordinance contains provisions establishing the fees for water service connection charges for new water service for the provision of water during construction; and

WHEREAS, City staff desires to revise the utility ordinance to clarify the charges to be collected by the City in relation to the cost of the City installing service lines and to provide for the collection of fees related to temporary water service for one and two-family homes during construction; and

WHEREAS, City staff desires to revise the utility ordinance by amending the text of Section 30-27(b)(7) of the Code of Ordinances of the City of DeLand by replacing the term "residential home" to "single-family home"; and

WHEREAS, Section 30-29(e) of the Code provides that the City must calculate interest on customer's utility deposits and then annually issue a credit to the customers for the amount of the interest; and

WHEREAS, this practice is time consuming and creates an administrative expense to the rate payers, and provides little recognizable benefit to the customers, and is not a typical practice of utility providers, such that the City desires to remove the requirements to calculate and pay interest on utility deposits; and

WHEREAS, City staff has received direction from the Florida Department of Environmental Protection advising that the City should adjust the pH limitations related to general sewer use requirements and to that end, City staff desires to revise Section 30-47(a)(2)b of the Code of Ordinances of the City of DeLand; and

WHEREAS, for purposes of this Ordinance, <u>underlined</u> type shall constitute additions to the original text and ~~strikethrough~~ shall constitute deletions to the original text.

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

Section 1. Chapter 30 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 30-21(a) "*Water Service*" by inserting the new underlined language and by deleting the ~~strikethrough~~ language:

30-21. – Physical connection charges.

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

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

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

Water Meter Size (Inches)	Charge
5/8 x ¾ meter (radio read)	$485.00
5/8 x ¾ meter with double check (radio read)	695.00
1 Meter (radio read)	650.00
1 DC Meter (radio read)	850.00
1½ Meter (radio read)	960.00
2 Meter (radio read)	1,075.00
3	Actual cost or developer to install
4	Actual cost or developer to install
6	Actual cost or developer to install

Water Meter Size (Inches)	Charge
Greater than 6	Actual cost or developer to install

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

Section 2. Chapter 30 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 30-27(b)7 by inserting the new underlined language and by deleting the ~~strikethrough~~ language:

(7) Temporary/construction water that is non-metered~~,~~ shall be charged a ~~onetime~~ one-time fee of $300.00 to cover the cost of unmetered water used by the home builder or other user for the construction of a ~~residential~~ single-family detached and duplex homes prior to final close out and setting up a final permanent meter.

Section 3. Chapter 30 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 30-29(e) by inserting the new underlined language and by deleting the ~~strikethrough~~ language:

(e) *Interest on deposits*. No interest shall be paid to any customers.~~Customers who have paid to the city deposits for utility service shall receive credit for interest calculated on the amount of the customers' deposit in accordance with the following calculations:~~

~~(1)Interest shall be at a simple interest rate and based on the average annual interest rate on the city's primary operating bank account for the most recent 12 months ending July 31.~~

~~(2)Interest shall be credited for the period August 1 of the previous year to July 31 of the current year or from the date the deposit was tendered to July 31, if that is shorter.~~

~~(3)Interest shall be credited as a line item on the September utility statement for all accounts.~~

~~(4)When an account is closed-out, interest shall be credited on the final bill of that account from August 1 to the date of termination of service using the most recently established interest rate as determined in subsection (e)(1) above.~~

Section 4. Chapter 30 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 30-47(a)(2)b by inserting the new underlined language and by deleting the ~~strikethrough~~ language:

b. Wastewater having a pH less than ~~5.5~~6.5 or more than ~~9.0~~8.5, or otherwise causing corrosive structural damage to the POTW or equipment;

Section 5. Conflicts. All Ordinances or parts of Ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed.

Section 6. 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 7. Codification; Directions to Code Codifier; Correction of Scrivener's Errors.

(a). The provisions of Sections 1 through 4 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 5 through 7 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 7. Effective Date. This Ordinance shall become effective immediately upon its adoption.

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

_____
Christopher M. Cloudman
Mayor – Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

CITY OF DELAND
Request for Commission Action
August 7, 2023

SUBJECT: Resolution Approving CPI Adjustment to Solid Waste and Recycling Rates.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Resolution - Solid Waste, Exhibit A to Resolution, CPI Adjustment Request

APPROVED BY: Michael Pleus, City Manager, August 1, 2023

SUMMARY/HIGHLIGHT:

A resolution approving a CPI adjustment of 3.9% for solid waste and recycling collection services. The contract with the City's waste hauler, GFL, provides that the hauler is entitled to an annual CPI adjustment, but that adjustment is capped at 3%. The contract further provides that if the CPI increase is greater than 6%, then the hauler can petition the City for an increase in excess of 3%, but that any such increase is at the sole discretion of the City. The actual change in CPI was 6.9% and staff is recommending granting an increase of 3.9%.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This will result in a 3.9% increase in our franchise fee collections.

RECOMMENDATION:

It is recommended that the City Commission approve the attached resolution granting a partial CPI adjustment of 3.9%.

BACKGROUND/DISCUSSION:

The solid waste contract with GFL provides for a CPI adjustment based upon the garbage and trash collection in U.S. city average of the CPI index for all urban consumers (CPI-U). The change this year equates to 6.9%. City staff negotiated this provision of the franchise agreement by allowing the hauler to ask for an increase above 3% but making the decision completely discretionary on the part of the City. City staff believes awarding the hauler a limited increase to 3.9%, as opposed to the 6.9% is fair and equitable. This increase would take effect October 1. It appears that CPI should be cooling and staff is hopeful that inflation will be below 6% next year.

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, PERTAINING TO INCREASED FEES AND CHARGES RELATING TO SOLID WASTE AND RECYCLING SERVICES PROVIDED TO THE PUBLIC AS A SERVICE BY THE CITY THROUGH A FRANCHISEE; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE OF THE RESOLUTION AND OF THE FEES AND CHARGES.

WHEREAS, pursuant Sections 166.021 and 403.706, *Florida Statutes*, the City is authorized to operate a solid waste management program within its boundaries and enter into Contracts to provide for the collection and transport of solid waste; and

WHEREAS, the City Commission entered into the Contract/Franchise Agreement Between the City of DeLand and GFL Solid Waste Southeast, LLC Relating to Solid Waste and Recycle Collection Services on October 1, 2022, and

WHEREAS, pursuant to section 14(f) the above referenced Franchise Agreement, GFL is entitled to a CPI adjustment to its rates each year, but the adjustment is capped at 3%. That provision provides, however, that in the event CPI in fact increases by more than 6%, the GFL can ask the City for an increase in excess of 3% but the City has absolute discretion with respect to granting an adjustment in excess of 3%; and

WHEREAS, City staff has recommended an increase of 3.9%, which is 0.9% above the 3% cap; and

WHEREAS, the City desires to adequately fund the solid waste and recycling collection services within the City of DeLand to serve and protect the public health, safety and welfare; and

WHEREAS, the City Commission deems it reasonable, appropriate and in the public interest to provide for the increase rate in the fees and charges set forth in this Resolution to efficiently and effectively operate a solid waste management and recycling programs within the City Limits; and

WHEREAS, the City Commission of the City of DeLand believes that a CPI adjustment of 3.9% is fair and reasonable; and

WHEREAS, the City Commission of City of DeLand finds that this Resolution is in the best interest of its citizens and the general public; and

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

Section 1. Legislative and Administrative Findings.

The foregoing recitals (whereas clauses) are incorporated herein by reference and adopted as legislative and administrative findings in support of the matters set forth in this Resolution and made a part hereof.

Section 2. Fee and Charge Schedule; Exhibit.

(a). The fees and charges set forth in the attached Exhibit A to this Resolution, which is incorporated herein by this reference thereto as if fully set forth herein verbatim, are hereby authorized and directed to be collected in accordance with the provisions of Chapter 15 of the *Code of Ordinances of the City of DeLand, Florida* relating to solid waste and recycling collection services.

(b). This Resolution amending solid waste rates shall remain in effect until replaced by a new rate setting resolution of the DeLand City Commission.

Section 3. Implementing Administrative Actions.

The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution and to take any and all necessary administrative actions to include, but not be limited to, the adoption of forms, policies and procedures.

Section 4. Savings.

The prior actions of the City of DeLand relating to fees and charges collected relative to solid waste and recycling services or similar matters and related activities and actions are hereby ratified and affirmed.

Section 5. Conflicts.

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

Section 6. Severability.

If any Section or portions of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

Section 7. Effective Date.

This Resolution shall become effective immediately upon its passage but the CPI adjustment with the rates set forth in the attached Exhibit A shall take effect on October 1, 2023.

PASSED AND DULY ADOPTED this 7th day of August, 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

EXHIBIT A

Solid Waste & Recycle Collection Services / RFP-22-03

Price Form – FY23/24 CPI Adjustment = 3.9%. Effective 10-1-2023.

All prices will be fixed for the first year of the contract.

Service Description	Unit Price
Residential Service Collection Component • Once a week solid waste collection, transport, and disposal (64 or 96-gallon cart) • Once a week recycling collection, transport, and disposal (64-gallon cart or 18-gallon bin) • Once a week yard waste/trash collection, transport, and disposal (1 cubic yard or less) • Bulk Collection (Free service, two times per year)	$ 15.36 Monthly Unit Price
Fuel Component • Fuel Component (Each Residential Service Unit	$ 1.23 Monthly Unit Price
Total Monthly Charges (Services Above)	**$ 16.59 Monthly Unit Price**

Additional Costs

Service Description	Unit Price
Additional 64 or 96-gallon Cart	$ 7.22 Monthly/Cart
Side/Rear yard service (non-disabled, 64 or 96-gallon cart)	$ 80.26 Monthly/Cart
Apartments/Multi-family (served by carts)	$ 20.33 Monthly/Unit
Residential Bulk Waste Collection (after 2 free pick-ups)	$ 8.56 Each Item
Residential Yard Waste Special Pick-up (exceeding 1 cubic yard)	$ $20.93 Per Cubic Yard
Two (2) Community Document Shredding Events per year	$ 0.00 Annual Cost

May 16th, 2023

City of Deland, FL
Dan Stauffer – Finance Director
120 S. Florida Ave.
Deland, FL 32720

RE: FY23/24 CPI Adjustment

Dear Mr. Stauffer,

GFL is pleased to be the solid waste and recycling service provider for the City of Deland, and I am amazed that another year has already gone by. I hope that GLF is not only meeting, but exceeding the expectations for the Residents, the City Council, and Staff.

Prior to May 20th of each contract year and Pursuant to Section 14 of our Solid Waste Agreement, the fees or compensation payable to the Contractor shall be adjusted by utilizing the Consumer Price Index (CPI) "Garbage and Trash" table. We have calculated this year's CPI adjustment pursuant to our agreement comparing April 2022 to April 2023. Within our agreement, CPI shall be capped at 3% however, should the CPI exceed 6% in any given year, the Contractor shall be entitled to request a pricing adjustment in excess of the 3% cap. This year's CPI adjustment has been calculated for 2022/2023 and equates to a rate adjustment of 6.9% (please see below table).

CPI for All Urban Consumers (CPI-U)					
Original Data Value					
Series Id:	CUSR0000SEHG02				
Seasonally Adjusted					
Series Title:	Garbage and trash collection in U.S. city average, all				
Area:	U.S. city average				
Item:	Garbage and trash collection				
Base Period:	DECEMBER 1983=100				
Years:	2013 to 2023				
Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**
2021	512.722	517.270	518.505	518.579	516.440
2022	533.078	538.313	540.719	542.564	544.546
2023	570.412	575.697	576.773	580.124	

As consistent with our solid waste agreement, GFL will be adjusting the residential and commercial rates to reflect the 6.9% increase effective 10-1-2023. I will also follow up this letter with an updated Exhibit A which will provide for the actual rates to be billed by GFL.

We appreciate our continued partnership with the City and we look forward to another successful contract year.

Thank you,

Skip McCall

Skip McCall
Government Contracts Manager
GFL Solid Waste Southeast, LLC
smccall@gflenv.com
352-507-2029

Cc:

Corey McMillen – Purchasing Coordinator
Ray Underwood – Public works Director

CITY OF DELAND
Request for Commission Action
August 7, 2023

SUBJECT: Consideration re Appointment of City Commission Representative to a Selection Committee for Utility Engineering and Surveying Consultants.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, July 31, 2023

SUMMARY/HIGHLIGHT:

In 2017, the City conducted a selection process pursuant to the Consultants Competitive Negotiation Act for engineering consultants to provide continuing utility engineering services for various City projects. When the process was completed, Mead & Hunt and Atkins were selected to provide these services and they entered into a contract with the City. Since that time, both firms have been awarded numerous project assignments.

Due to the age of this contract and the need for additional services, staff recommends that a new selection and competitive negotiation process be performed to select consultants for future projects. Staff also recommends that more than one consultant be selected to provide utility engineering and Boundary/Topographic Survey services to match the capabilities of the consultant's personnel with the nature of the work anticipated.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The consultant selection process will not, in and of itself, have a fiscal impact to the City. When continuing service contracts are executed with selected firms and task orders for professional services are negotiated, the fiscal impact for those tasks will be presented to the Commission for consideration.

RECOMMENDATION:

Staff recommends that the City Commission select a member to serve on the selection committee for Utility Engineering and Surveying consultants.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
August 7, 2023

SUBJECT: Consideration re Modification of the Airport Advisory Committee By-Laws.

DEPARTMENT: Airport

PREPARED BY: John Eiff, Airport Manager

ATTACHMENTS: Amendment #2

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

SUMMARY/HIGHLIGHT:

Following the COVID pandemic, participation in the Airport Advisory Committee began to decline due to lack of interest as everyone concentrated on recovery from the pandemic. Absences from the scheduled meeting were frequent and quorums were not met meeting after meeting. All current members on the committee wish to be reinstated. Unfortunately, one member succumbed to the COVID virus. Members of the committee recommended that the by-laws of the committee be reviewed and updated. Resolution #2 addresses the recommended updates.

Article III – Voting Members Categories

Change the wording of #4 from "Representative of the Parachute Manufacturing Industry" to Representative of the Parachute Manufacturing / Equipment Industry. This is more inclusive of the various members of the industry.

Change the wording of #6 from "Representative of an "Aviation Tenant" to "Representative of Aviation Tenants."

Change the category of #7 from "At Large Resident" to "Representative from Local Noise Sensitive Community." We found that the position of "Representative from a local Noise Sensitive Community" tended to represent all local residences.

Article III – Residency

Change the wording from "Members of the committee must be residents of the City of DeLand, the Greater DeLand area or own property within the corporate limits of the City of DeLand." **To** Members of the committee must be residents of the City of DeLand, the Greater DeLand area, Unincorporated Volusia County and be an active tenant of the DeLand Municipal Airport. This better represents who is actually utilizing the DeLand Airport.

Article IV – A Officers

Change first paragraph from: "There shall be a Chairman and Vice-Chairman, who shall be elected annually as the first order of business at the August meeting each year and shall take office upon election. Such officers shall hold office for a period of one (1) year and until a successor has been duly elected and taken office.
Change this to read:
There shall be a Chairman and Vice-Chairman, who shall be elected annually as the first order of business at

the first meeting after August 1st of even numbered years and shall take office upon election. Such officers shall hold office for a period of two (2) years and until a successor has been duly elected and taken office.

Article V – Rules of the Committee

Change the paragraph from: "The Committee shall adopt Robert Rules of Procedure and shall establish a regular meeting schedule, and shall provide for such other meetings as are necessary to carry out the functions of the Committee. The Airport Advisory Committee shall meet at least quarterly unless there are policy recommendations for which the Committee's input is being sought. All meetings of the Committee shall be open to the Public.

Change this paragraph to read:

The Committee shall adopt Robert Rules of Procedure and shall establish a meeting schedule as necessary to carry out the functions of the Committee. The Airport Advisory Committee shall meet at least once a year. All meetings of the Committee shall be open to the Public.

Article V – Notice to Members

Change the paragraph from: "Notice of any regular or special meeting shall be given to the members by the Chairman and the City staff shall provide notice of the meetings to all members by phone, facsimile, e-mail or in writing, not less than seven (7) days in advance of such meetings. Such notice for a meeting may be waived by any member by written communication either before or during such meeting.

Change this paragraph to read:

Notice of any regular or special meeting shall be given to the members by the Chairman and the City staff shall provide notice of the meetings to all members by e-mail or phone, not less than seven (7) days in advance of such meetings.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Changes to the Airport Advisory Committee by-laws will have no fiscal impact .

RECOMMENDATION:

Staff recommends approval of the changes to the Airport Advisory Committee By-Laws by the City Commission.

BACKGROUND/DISCUSSION:

N/A

DELAND AIRPORT ADVISORY COMMITTEE
BY-LAWS

Article I

NAME

The name of the Committee shall be **"The DeLand Airport Advisory Committee"** (the Committee).

Article II

PURPOSE
(Goals and Objectives)

The mission of the Airport Advisory Committee is to review airport policies, procedures, and plans; to make recommendations to maintain and improve airport safety, operational efficiency, and economic viability; and to provide advice to the City Commission and Staff for the purpose of enhancing the DeLand Municipal Airport as an aviation asset for the benefit of local citizens and airport users.

Article III

MEMBERS & TERMS

A. Composition

The committee shall be comprised of seven voting members who are a representative of the following groups from which a Chairman and Vice Chairman shall be elected:

Voting Members Categories:

1. Representative from a DeLand FBO
2. Representative from a DeLand Flight Training School
3. Representative from a local Noise Sensitive Community
4. Representative of the Parachute Manufacturing /equipment Industry
5. Representative of Skydive DeLand
6. Representative of Aviation Tenants
7. Representative of T-hangar Tenants

Committee members represent DeLand Airport stakeholders and their applications for committee membership are on behalf of those stakeholders.

C. Residency

Members of the committee must be residents of the City of DeLand, the Greater DeLand area or Unincorporated Volusia County and be an active tenant of the DeLand Municipal Airport.

B. Terms of Members

The appointments of voting members shall be staggered terms as follows:

1. Four (4) appointments shall be for two (2) years on even years:

   Representative from a DeLand FBO
   Representative of the Parachute Manufacturing / Equipment Industry
   Representative of T-hangar Tenants
   Representative of Skydive DeLand

2. Three (3) appointments shall be for two (2) years on odd years:

   Representative from a DeLand Flight Training School
   Representative from a local Noise Sensitive Community
   Representative of Aviation Tenants

All appointments expire on August 1st of the year indicated above. However, each member shall serve until their successor has been duly nominated and appointed. Any member may succeed themselves.

C. Vacancies

In the event of any vacancy occurring in the Committee, the City Commission shall appoint a successor to fill such vacancy, such successor to be of the same category as the person who previously filled such vacant position. A member appointed to fill a vacancy shall fill the unexpired term of his or her predecessor on this Committee. Applications for appointment shall be submitted by Airport Staff to the City Commission in writing.

D. Removal

A member shall cease to serve on this Committee upon his or her removal from office by the City Commission. A member may be removed from this Committee by the City Commission, if it determines that such member has had three (3) or more consecutive unexcused absences or is otherwise disqualified from continuing to represent the member category for which he or she was appointed. The Airport Advisory Committee may write a letter to the City Commission to recommend removal of a member.

E. Absences by Member

If a member has had three (3) consecutive unexcused absences from duly noticed meetings of the Committee, the Chairman of the Committee shall notify the Mayor so that the City Commission may take such action as it deems necessary. An absence shall be excused if the member gave prior notice of the absence.

Article IV

OFFICERS

A. Officers

There shall be a Chairman and Vice-Chairman, who shall be elected annually as the first order of business at the first meeting after August 1st of even numbered years and shall take office upon election. Such officers shall hold office for a period of two (2) years and until a successor has been duly elected and taken office.

Any officer elected by this Committee may be removed by this Committee whenever, in its judgment, the best interests of the Committee would be served. A vacancy in any office because of death, resignation, removal, disqualification or otherwise of any officer elected by this Committee, may be filled by this Committee for the unexpired portion of the term of the vacant office.

B. Recording Secretary

A City staff member shall serve as Recording Secretary to the Committee.

C. Duties of Officers

The Chairman shall preside at all meetings of this Committee. The Chairman shall appoint members to all subcommittees and designate the Chairman of any such subcommittee.

The Vice-Chairman shall assume the duties and responsibilities of the Chairman in the absence of the Chairman.

City staff shall keep a correct record of the proceedings of Committee meetings. The Chairman shall set the Agenda and the City staff shall prepare the Agenda and minutes of each meeting and shall distribute them both to the members of this Committee. City staff is also responsible for advertising the meetings and other such duties.

Article V

COMMITTEE FUNCTION

A. Duties of the Committee

The Committee shall review all development and operational aspects of the DeLand Airport related to aeronautical activities and recommend resolutions for any items or procedures that affect the safety of the flying pubic. These resolutions shall be approved by majority of the entire committee and presented to Airport Management for City Commission acceptance. The Committee shall be receptive to obtaining input from the public as to the existence of safety and operational procedures that need to be implemented or improved.

B. Rules of the Committee

The Committee shall adopt Robert Rules of Procedure and shall establish a meeting schedule as necessary to carry out the functions of the Committee. The Airport Advisory Committee shall meet at least once a year. All meetings of the Committee shall be open to the Public.

C. Special Meetings

Special meetings may be called by the Chairman or Vice Chairman on such dates and at such times and places as may be designated by the Chairman or Vice Chairman.

D. Notice to Members

Notice of any regular or special meeting shall be given to the members by the Chairman and the City staff shall provide notice of the meetings to all members by e-mail or phone, not less than seven (7) days in advance of such meetings.

E. Notice to Public

Notice to the public of every Regular or Special meeting of this Committee shall comply with the laws of the State of Florida.

F. Quorum

A quorum for the conduct of the business of this Committee shall consist of a minimum of four (4) voting members.

G. Voting and Committee Action

Each voting member present at a meeting, including the Chairman, shall be entitled to one (1) vote on each matter submitted to a vote.

H. Amendments

These By-Laws may be amended by a majority vote of the City Commission, upon notice duly given and accompanied by the proposed changes.

I. Effective Date

These By-Laws shall take effect immediately upon passage and adoption by the City Commission of the City of DeLand. The provisions of these By-Laws shall supersede any and all previously adopted By-Laws. Any statutory provisions in conflict with these By-Laws shall prevail to the extent of such conflict.

APPROVED AND ADOPTED this ____ day of _____ 2023.

Mike Johnston
Chairman
DeLand Airport Advisory Committee

Amendment #2, Resolution No. 2023-

CITY OF DELAND
Request for Commission Action
August 7, 2023

SUBJECT: Change of Meeting Date, Labor Day Holiday.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS:

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

SUMMARY/HIGHLIGHT:

The first regular City Commission meeting in September is scheduled for Monday, September 4, 2023, which is the Labor Day holiday. Section 2-3 of the Code of Ordinances grants the City Commission the authority to reschedule regular meetings which fall on a legal holiday, or fall within one (1) week of a legal holiday.

The City will be holding the first of two (2) public hearings on the budget at this meeting. **The County Council budget hearings** will be held on **9/5/2023 and 9/19/2023. The Volusia County School Board budget hearings are scheduled for 7/25/2023 and 9/07/2023**. Pursuant to Florida Law, the City cannot hold its budget hearings on the same days as either the County Council or the School Board.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended that the City Commission reschedule the Monday, September 4, 2023 regular City Commission meeting for **Wednesday, September 6, 2023.** This would be the date of the City's first budget hearing.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
August 7, 2023

SUBJECT: Request to Schedule Closed/Executive, Attorney-Client Session.

DEPARTMENT: Legal

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, July 31, 2023

SUMMARY/HIGHLIGHT:

A Closed Attorney-Client session is being proposed for August 21, 2023 at 6:30 p.m. regarding the matter of *Glasshouse Square, LLC. vs. City of DeLand*.

F.S. Sec. 286.011(8) allows the City Commission and the City's chief administrative officer to meet in private with the City's attorney to discuss pending litigation to which the entity is presently a party before a court or administrative agency. The Statute provides, as follows:

1. The City Attorney shall advise at a public meeting that he desires advice concerning the litigation.

2. Subject matter shall be confined to settlement negotiations or strategy sessions related to litigation expenditures.

3. The entire session shall be recorded by a certified court reporter in the manner set forth in the Statute, the transcript for which shall be filed with the City Clerk.

4. The City shall give reasonable public notice of the time and date of the session, and the names of persons who will be attending. The session shall commence at an open meeting. The Mayor shall announce the commencement and estimated length of time of the meeting, and the names of the persons in attendance. At the conclusion of the session, the public meeting shall be reopened and the Mayor shall announce the termination of the session.

5. The transcript shall be made part of the public record upon conclusion of the litigation.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None.

RECOMMENDATION:

It is recommended that the City Commission, in accordance with the procedures dictated by F.S. 286.011(8), announce the Commission's intent to conduct a closed attorney/client session in the matter of *Glasshouse Square, LLC. vs. City of DeLand*, to be scheduled for August 21, 2023 at 6:30 p.m. in the City Commission Chambers, City Hall, 120 South Florida Avenue, DeLand, Florida.

BACKGROUND/DISCUSSION:

Glasshouse has filed an appeal of the City Commission's decision to deny the requested planned development rezoning. Such appeals are filed in the Circuit Court by the filing of a Petition for Writ of Certiorari. In this instance, Glasshouses attorney for the appeal (which is not the attorney that has been representing them in the rezoning matter) has filed a somewhat abbreviated petition as well as a motion for an extension of time to file a more complete petition.

Typically in these cases the court, after reviewing the petition, will issue an order to show cause directing the governmental entity to respond to the petition. Upon receipt of the order, the government then gets to file its written response, which is in the nature of an appellate brief. The petitioner (Glasshouse) then can file a reply brief to the City's written response. There is no additional evidence presented during this proceeding and no trial or other evidentiary hearing. The assigned judge will make a decision based upon the written briefs, and may allow oral argument in which the attorneys essentially present and argue their positions and the judge can ask the attorney questions. Again, the decision is based upon the evidence presented at the City Commission meeting where the application was denied.