



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
DECEMBER 4, 2023 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Pastor Kevin Caine, St. Paul Missionary Baptist Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. City of DeLand Super Star Student of the Month.
2. Certificate of Participation, Art in Public Places for Blue Lake Elementary and St. Barnabas.
3. Certificate of Thanks and Appreciation Presented to the Strategic Planning Committee Members.
4. Employee Years of Service Award.
5. Fire Promotion- Dalton Barnes being Promoted to the Position of Engineer.
6. Stetson University Climate and Health Class re Downtown Heat Mapping.

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 for Selectron Technologies, Inc. Managed Services.
It is recommended that the City Commission approve the Sole Source expenditure to Selectron Technologies, Inc. for IVR/IWR, SelecTXT and Atlas Managed Services.
3. Consideration re Professional Services Agreement for Surveying Services with Blackwell.
Staff recommends the City Commission approve the Professional Services Agreement between Blackwell and the City of DeLand for continuing surveying services.
4. Consideration re Professional Services Agreement for Utility Engineering and Surveying Services with McKim and Creed.
Staff recommends the City Commission approve the Professional Services Agreement between McKim & Creed and the City of DeLand for continuing utility engineering and surveying services.

5. Consideration re Professional Services Agreement for Surveying Services with SSMC.
Staff recommends the City Commission approve the Professional Services Agreement between SSMC and the City of DeLand for continuing surveying services.
6. Consideration re Approval of Design Services - AVCON, Inc. for East Hangar Complex Phase 1B.
Staff recommends that the City Commission approve the proposal from AVCON, Inc. to provide professional services for East Hangar Complex Phase 1b in the amount of \$223,250.00.
7. Resolution Approving Sole Source Purchase for Water Plant #2 High Service Pumps Replacement.
It is recommended that the City Commission approve the Sole Source Resolution and allow for the quoted purchase of these three pumps and motor replacements at a cost of \$233,400.
8. Consideration re Professional Services Agreement for Utility Engineering Services with Freese and Nichols.
Staff recommends the City Commission approve the Professional Services Agreement between Freese and Nichols and the City of DeLand for continuing utility engineering services.
9. Consideration re Professional Services Agreement for Utility Engineering Services with Mead and Hunt.
Staff recommends the City Commission approve the Professional Services Agreement between Mead and Hunt and the City of DeLand for continuing utility engineering services.
10. Consideration re South Reclaim Pump Station Project Change Order No. 2.
Staff recommends that the City Commission approve Change Order No. 2, allowing McMahon Construction to perform the work necessary to complete the removal and replacement of the diamond filter #2 & #3 carpets located at the Wiley M. Nash WRF.
11. Resolution Approving Sole Source Purchase from Flock Group Inc.
City staff recommends that the City Commission approve the proposed Sole Source Resolution.
12. Consideration re Granting of Access Easement at DeLand Airport Aquifer Storage and Recovery Site.
Staff recommends that the City Commission approve the granting of this easement over the three wells as described in the documents.
13. Consideration re Assignment and Assumption of Lease Agreement, Awakening Potential LLC (Stepping Stone Childcare) to Laugh And Learn Preschool LLC.
Approve Recognition of Lease Assignment and Assumption for property located at 1575 Detrick Avenue.
14. Resolution Approving Local Historic Designation for the "Heritage House" located at 247 West Voorhis Avenue.

This property is located within the Downtown Support District. The applicant is seeking approval to be added to the City of DeLand Historic Local Registry, nomination by the Property Owner.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

OLD BUSINESS

1. Second Reading of Ordinance No. 2023-28, Amending Land Development Regulations to Add Doggie Daycare as an Allowed Use where Veterinary Clinics are Allowed and Adding Veterinary Clinics and Doggie Daycare Facilities with no Outside Runs or Kennels as a Conditional Use in C-2A. First Reading on 11-20-2023.

The City's current Land Development Regulations do not include Doggie Daycare as an allowed use in any of the City's zone districts. Over the past few years there have been several inquiries regarding doggie daycare facilities. Staff has evaluated the anticipated impact of a doggie daycare facility with no outdoor runs or kennels and determined that "Veterinary Clinics allowing inside overnight boarding, no outside runs or kennels" is a similar use with similar impacts. Section 33-12 will be updated to add a definition for doggie daycare, and clarify the parking requirements in Section 33-91.03 for veterinary clinics to include doggie daycare. The parking requirements for veterinary clinics have also been revised to add doggie daycare uses. The proposed draft also adds Veterinary Clinics and Doggie Daycare facilities with no outside runs or kennels as a conditional use in C-2A.

2. Consideration re Approval of Strategic Plan Steering Committee Recommendations and Updated Strategic Plan.

Staff recommends approval of the recommendations of the Strategic Plan Steering Committee and the updated Strategic Plan.

NEW BUSINESS

1. First Reading of Ordinance Annexing ±28.667 Acres of Property Located at 1298 South Blue Lake Avenue.

The City Commission is requested to approve the annexation of the subject property for the residential development of ±28.667 acres of property located at 1298 South Blue Lake Avenue.

2. First Reading of Ordinance Changing the Land Use for Approximately 26.011 Acres of Property, Located at 1298 S Blue Lake Avenue, from Volusia County Rural to City of DeLand TRD Transitional Residential Development.

This request is to amend the future land use designation from Volusia County Rural to City of DeLand Transitional Residential Development for approximately 26.0111 acres. The subject property is located at 1298 South Blue Lake Avenue.

3. First Reading of Ordinance Changing the Zoning for 26.011 Acres of Property, Located at 1298 South Blue Lake Avenue, from Volusia County A-2 (Rural Agriculture) to City of DeLand Planned Development (Taylor Ridge PD).

The Taylor Ridge PD is within the city's Urban Core; according to the DeLand 2050 Land Use guide, this area is the key area to focus development and maintain a strong job base to take advantage of existing infrastructure.

4. Consideration re Garfield Tree Preservation Easement.

Consideration of agreement and easement to accommodate live oak tree for Paiva Greenway.

5. Consideration re Appointment of City Commission Representative to a Selection Committee for Architectural Services Consultant.

Staff recommends that the City Commission select a member of their board to serve on a selection committee for architectural services consultant selection.

6. Resolution Approving the Removal of one 33" DBH Historic Tree Located at 1101 South Amelia Avenue.

The applicant, Mead & Hunt, has requested that one historic tree located at 1101 South Amelia Avenue be allowed to be removed.

7. Resolution Approving the Removal of one (1) Historic Tree Located on Common Area between 215 and 217 Meghan Circle.

The applicant, Tip Top Tree Experts L. L. C., a contractor for the Victoria Oaks Homeowners Association, has requested that one historic tree located in common area between 215 and 217 Meghan Circle be allowed to be removed.

8. Consideration re Change of Meeting Date, New Year's Day Holiday.

It is recommended that the City Commission reschedule the January 1, 2024, regular City Commission meeting for Wednesday, January 3, 2024.

9. Consideration re Change of Meeting Date, Dr. Martin Luther King, Jr. Holiday.

It is recommended that the City Commission reschedule the January 15, 2024, regular City Commission meeting for Wednesday, January 17, 2024.

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.



TO: Julia Hewitt, Deputy City Clerk

FROM: Teri Byrnes, Executive Assistant to the City Manager

DATE: November 27, 2023

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

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

Blue Lake Elementary: Kylie Derminer

Citrus Grove Elementary: Harper Self

DeLand High School: Marion (MJ) Smokes

DeLand Middle School: Kai-Le Nesbitt

DeLand Preparatory Academy: Trevor Breivik

Freedom Elementary: Jordan Stone

George Marks Elementary: Victoria Castaneda Almanza

Southwestern Middle School: Stevie Mango

St. Barnabas: No submission

St. Peter Catholic School: Alexa Smith

Starke Elementary: Mason Lowe

Stetson Baptist: No submission

TOP Academy: No submission

Woodward Avenue: Khloe Fryxell



The CITY OF DELAND
Volusia County, Florida

Certificate of Thanks & Appreciation
Presented to the Strategic Planning Committee Members

Rina Arroyo
Jeff Bransford
Bill Budzinski
Primrose Cameron
West Costa
Christa Dansforth
Barbara Girtman
Yvette Gonzalez Ferrell
Sarah Hancock
Will Hollis
Kelly O'Leary

Jeremy Owens
Debra Pardee
Aaron Preston
Reggie Santilli
RJ Simpson
Kendrick Thomas
Keri Wagner
Reggie Williams
Mike Woods
Ken Zagers

***Whereas,** Strategic Planning Committee members volunteered to serve on the Strategic Planning Committee which has met monthly since February of 2023 to provide input into the needs of our community. The dedication shown by the committee is very much appreciated and is reflective of your hard work and dedication as it is brought before the City Commission tonight for final approval.*

***Now, therefore,** I, Christopher M. Cloudman, Mayor of the City of DeLand, and on behalf of the DeLand City Commission, do hereby deem it an honor and a pleasure to extend this Certificate of Thanks & Appreciation to the Strategic Planning Committee members and call upon the citizens of this community to join me in recognizing the many contributions made.*

***Done and proclaimed** this 4th day of December 2023.*

Christopher M. Cloudman, Mayor

Attest

Julie A. Hennessy, City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
December 4, 2023

SUBJECT: Employee Years of Service Award.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS:

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

SUMMARY/HIGHLIGHT:

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

15 Years of Service

Craig Walter, Police Department

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

High Value Government

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended the City Commission present the service award.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
December 4, 2023

SUBJECT: Resolution re Surplus Equipment.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS: Department Head Memo, Resolution

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

SUMMARY/HIGHLIGHT:

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

The DeLand Fire Department would like to donate their wildland gear to the Mainland Highschool's Fire Service Program.

Contact Information:

Glenn Ingerman, Fire Service Program Instructor
Mainland High School
1255 W. International Speedway Boulevard
Daytona Beach, Fl. 32114
(386) 258-4665 Ext. 54245

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



MEMORANDUM

NUMBER: 23-0014
DATE: 10/25/2023
TO: Julia Hewitt, Deputy City Clerk
FROM: Michael Vazquez, Division Chief – Administration
SUBJECT: Surplus of expired equipment – Wildland and Structural Gear

The Deland Fire Department would like to donate our expired wildland gear to the Mainland Highschool's Fire Service Program.

Contact Information:

Glenn Ingerman, Fire Service Program Instructor
Mainland Highschool
1255 W. International Speedway Boulevard
Daytona Beach, Fl. 32114
(386) 258-4665 Ext. 54245

Surplus Wildland Gear:

8 sets of wildland gear (jackets and pants)
7 wildland helmets
1 structure gloves
1 size 13 structure boots
1 structural bunker pant

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:

<u>FIRE</u>	<u>VEHICLE #</u>	<u>MAKE/MODEL</u>	<u>VIN/SERIAL NO.</u>
<u>DEPT/ASSET NO.</u>	<u>CITY WORKS ID</u>		
122-N/A		8 Sets of Wildland Gear	N/A
122-N/A		7 Helmets	N/A
122-N/A		1 Structure Gloves	N/A
122-N/A		1 Size 13 Structure Boots	N/A
122-N/A		1 Structural Bunker Pant	N/A

- The Fire equipment will be donated to the following organization: Mainland Highschool Fire Program, 1255 W. International Speedway Boulevard Daytona Beach, FL 32114.

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

PASSED AND ADOPTED this 4th day of December, 2023.

ATTEST:

Christopher M. Cloudman
Mayor-Commissioner

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

CITY OF DELAND
Request for Commission Action
December 4, 2023

SUBJECT: Resolution Approving Sole Source Purchase for Selectron Technologies, Inc. Managed Services.

DEPARTMENT: Information Technology

PREPARED BY: Greg Whidden, IT Director

ATTACHMENTS: Resolution , Selectron 2024 Renewal, Sole Source Letter for 2024 Renewal

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

SUMMARY/HIGHLIGHT:

Included in the FY 23/24 budget, are funds for Managed Services annual fees with Selectron for the following: Interactive Voice Recognition (IVR), Interactive Web Recognition (IWR), SelecTXT, and Atlas. Selectron is the Sole Source provider for these services.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The cost of the annual managed services for IVR and IWR systems is \$106,855, SelecTXT is \$10,000, and Atlas is \$30,000. A total of \$146,855, which is included in the FY 23/24 budget.

RECOMMENDATION:

It is recommended that the City Commission approve the Sole Source expenditure to Selectron Technologies, Inc. for IVR/IWR, SelecTXT and Atlas Managed Services.

BACKGROUND/DISCUSSION:

N/A

RESOLUTION NO. 2023 –

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
AUTHORIZING A SOLE SOURCE PURCHASE OF MANAGED
SERVICES, FROM SELECTRON TECHNOLOGIES, INC., FOR FISCAL
YEAR 2023-2024; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Selectron Technologies, Inc., is the only authorized distributor to provide managed services for Interactive Voice Recognition (IVR), Interactive Web Recognition (IWR) Systems, SelecTXT and Atlas, all of which supports scheduling and inspection services; and

WHEREAS, the City Commission has determined that there is legitimate need to purchase managed services and annual call fees for IVR/IWR systems, SelecTXT and Atlas for the citizens of the City of DeLand; and

WHEREAS, the IT Director has informed the City Commission that, to the best of his knowledge, there are no other vendors that offer this support to the existing software.

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

Section 1. The City Commission hereby authorizes the sole source purchase of managed services for Interactive Voice Recognition (IVR), Interactive Web Recognition (IWR) Systems, SelecTXT and Atlas, from Selectron Technologies, Inc., for fiscal year 2023-2024.

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

PASSED AND DULY ADOPTED this 4th day of December, 2023.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney



Service Renewal

12323 SW 66th Avenue
Portland, OR 97223

Date	Renewal #
10/16/2023	5051

Bill To:

City of DeLand
Accounts Payable
120 South Florida Avenue
DeLand, FL 32720

		Renew Before
		12/15/2023
Description	Rate	Amount
Renewal for IVR and Web Systems		
01/01/2024 - 12/31/2024 Annual Service Renewal for VoicePermits	11,965.00	11,965.00
01/01/2024 - 12/31/2024 Annual Service Renewal for WebPermits	11,990.00	11,990.00
01/01/2024 - 12/31/2024 Annual Service Renewal for VoiceUtility	15,618.00	15,618.00
01/01/2024 - 12/31/2024 Annual Service Renewal for WebUtility	7,282.00	7,282.00
01/01/2024 - 12/31/2024 Annual Inbound Calls - Includes 150,000 calls	45,000.00	45,000.00
Renewal for Outbound		
01/01/2024 - 12/31/2024 Annual Delivered Messages - Includes 100,000 outbound messages (Voice, E-mail, and SMS)	15,000.00	15,000.00
Renewal for SelecTXT		
01/01/2024 - 12/31/2024 Annual Recurring Bundle for SelecTXT	5,000.00	5,000.00
01/01/2024 - 12/31/2024 Annual Message Bundle for SelecTXT, Includes 100,000 messages	5,000.00	5,000.00
Renewal for Atlas		
01/01/2024 - 12/31/2024 Atlas Inspections Annual Service Fee - Includes 10 User Licenses	20,000.00	20,000.00
01/01/2024 - 12/31/2024 Atlas Insight Annual Service Fee - Includes 10 User Licenses	12,500.00	12,500.00
01/01/2024 - 12/31/2024 Hosting Fee for Atlas Inspections and Atlas Insight	2,500.00	2,500.00
Discount	-5,000.00	-5,000.00
A/R Contact - Sara Engel (503) 597-3304 sengel@Selectron.com	Subtotal	\$146,855.00
	Sales Tax (0.0%)	\$0.00
Remit Payment To: Selectron Technologies, Inc. 12323 SW 66th Avenue Portland, OR 97223	Total	\$146,855.00

October 16, 2023

Jessica Gray
City of DeLand
120 South Florida Avenue
DeLand, FL 32720

To Whom It May Concern:

This letter is to attest that all maintenance services, enhancements, and upgrades for your **Relay Permits IVR™**, **Relay Permits Web™**, **Relay Utility IVR™**, **Relay Utility Web™**, **Relay Outbound™**, **SelecTXT™**, **Atlas Inspections™**, and **Atlas Insight™** systems are only available directly from Selectron Technologies. Selectron Technologies (Selectron) is the sole provider and manufacturer of our products and services.

Your Selectron system is comprised of proprietary software specifically installed for the City of DeLand to support the City's requirements. Anyone providing maintenance services, enhancements, and upgrades must have access to this software code to support your installation. Since this code is part of our proprietary intellectual property, we would not release it to any non-Selectron organization.

Best regards,



Todd A. Johnston
President, CEO

CITY OF DELAND
Request for Commission Action
December 4, 2023

SUBJECT: Consideration re Professional Services Agreement for Surveying Services with Blackwell.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: Agreement

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

SUMMARY/HIGHLIGHT:

At their November 6, 2023 meeting, the City Commission approved the final ranking recommendation of the Utility Engineering & Surveying Consultants by Selection Committee and authorized staff to negotiate a continuing surveying service contract with Blackwell. Following that meeting, staff began negotiations with this firm. The attached agreement is a result of these negotiations.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Approval of this Professional Services Agreement will not, in and of itself, have a fiscal impact. Task assignments authorized by the Commission in accordance with the general terms and conditions of this agreement will include significant fees for professional services.

RECOMMENDATION:

Staff recommends the City Commission approve the Professional Services Agreement between Blackwell and the City of DeLand for continuing surveying services.

BACKGROUND/DISCUSSION:

N/A

AGREEMENT FOR CONSULTING SERVICES FOR CITY OF DELAND

THIS AGREEMENT, made this 20th day of November, 2023 is by and between the City of DeLand, a Florida municipality ("City"), whose address is 120 South Florida Avenue, DeLand, Florida 32720, and Blackwell & Associates Land Surveyors, Inc., authorized to do business in the State of Florida ("Consultant"), whose address is 995 W. Volusia Avenue, DeLand, FL 32720, (collectively the "Parties").

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Consultant covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made a part of this Agreement:

(1) Solicitation No. RFQ-23-02, including any and all addenda, prepared by the City of DeLand ("Exhibit A").

(2) The fee/cost schedule ("Exhibit B").

II. SCOPE

This is a continuing contract entered into pursuant to Florida law. The Consultant is a professional services firm that will perform work within the Consultant's profession when requested to do so by the City. Generally, when the City assigns work to the Consultant, the Consultant will prepare a task order or other similar document that describes the work to be completed and which will provide either a set fee or a not-to-exceed fee for that task. No work shall be performed by Consultant except upon written approval of the City. All such work to be performed by the Consultant is referred to herein as the ("Work").

III. TERM OF AGREEMENT

The initial contract period shall commence on December 1, 2023, and shall end on September 30, 2028. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds. The City will have the option to renew this contract for up to two (2) terms of one (1) year each, by providing Consultant written notice thereof. Such notice must be provided at least 60 days before the end of current term, unless such notice requirement is waived by Consultant.

IV. COMPENSATION

The Consultant agrees to provide the services in the Contract Documents at the costs specified in Exhibit B.

V. METHOD OF BILLING AND PAYMENT

Consultant may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy is due within fifteen (15) days of the end of the month. Invoices shall designate the nature of the services performed.

City shall pay Consultant within forty-five (45) days of receipt of Consultant's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Consultant to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Consultant shall protect and defend at Consultant's expense, counsel being subject to the City's approval, which shall not be unreasonably withheld, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Consultant or by any officer, employee, agent, invitee, sub-consultant, or sublicensee of the Consultant. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due to Consultant from City under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Consultant shall protect and defend at Consultant's expense, counsel being subject to the City's approval, which shall not be unreasonably withheld, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees

and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Consultant's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Consultant uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective sixty (60) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Consultant's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the Work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Consultant at least sixty (60) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Consultant shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Consultant acknowledges and agrees that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Consultant, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Consultant at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Consultant is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Consultant, at the Consultant's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Consultant. The Consultant shall provide the City a certificate of insurance evidencing such coverage. The Consultant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Consultant shall not be interpreted as limiting the Consultant's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Consultant for assessing the extent or determining appropriate types and limits of coverage to protect the Consultant against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 combined single limit per occurrence.

Policy must include coverage for Contractual Liability.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Professional Liability Coverage

Coverage must be afforded in an amount not less than \$3,000,000 per claim.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit per occurrence.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with

Florida Statute. 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 Consultant must be in compliance with all applicable State and federal workers' compensation laws.

Insurance Certificate Requirements

- a. The Consultant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Consultant shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Consultant shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation and professional liability.

The Certificate Holder should read as follows:

City of DeLand
120 South Florida Avenue
DeLand, FL 32720

The Consultant has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Consultant's expense.

If the Consultant's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Consultant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Consultant's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Consultant that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Consultant must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Consultant's insurance policies.

The Consultant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Consultant's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Consultant's responsibility to ensure that any and all of the Consultant's independent Consultants and sub-consultants comply with these insurance requirements. All coverages for independent Consultants and sub-consultants shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Consultant.

G. Environmental Health and Safety

Consultant shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Consultant shall comply, and shall secure compliance by its employees, agents, and sub-consultants, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Consultant.

H. Standard of Care

Consultant represents that it is qualified to perform the Work, that Consultant and its sub-consultants possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified Consultants under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Consultant disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Consultant, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Consultant shall be

withheld until Consultant delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Consultant and Consultant's sub-consultants that are related to this Agreement. Consultant shall keep, and Consultant shall cause Consultant's sub-consultants to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Consultant and Consultant's sub-consultants shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Consultant or Consultant's subConsultant, as applicable, shall make same available at no cost to City in written form.

Consultant and Consultant's sub-consultants shall preserve and make available, at reasonable times for examination and audit by City in Volusia County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Consultant and Consultant's sub-consultants' records, Consultant and Consultant's sub-consultants shall comply with all requirements thereof; however, Consultant and Consultant's sub-consultants shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Consultant shall, by written contract, require Consultant's sub-consultants to agree to the requirements and obligations of this Section.

The Consultant shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Consultant represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended or revised, which essentially provides that a person or affiliate who is a Consultant, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a Consultant, supplier, sub-consultant, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section

shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. Independent Consultant

Consultant is an independent contractor under this Agreement. Services provided by Consultant pursuant to this Agreement shall be subject to the supervision of the Consultant. In providing such services, neither Consultant nor Consultant's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Consultant or Consultant's agents any authority of any kind to bind City in any respect whatsoever.

M. Non-Waiver

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Consultant as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party, which shall not be unreasonably withheld. In addition, Consultant shall not subcontract any portion of the Work required by this Agreement. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Consultant of this Agreement or any right or interest herein without City's prior written consent.

Consultant represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Consultant shall perform Consultant's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Consultant's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Consultant engages any sub-consultant in the performance of this Agreement, Consultant shall ensure that all of Consultant's sub-consultants perform in accordance with the terms and conditions of this Agreement. Consultant shall be fully responsible for all of Consultant's sub-consultants' performance, and liable for any of Consultant's sub-consultants' non-performance and all of Consultant's sub-consultants' acts and omissions. Consultant shall defend at Consultant's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Consultant's sub-consultants for payment for work performed for City by any of such sub-

consultants, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Consultant's sub-consultants or by any of Consultant's sub-consultants' officers, agents, or employees. Consultant's use of sub-consultants in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Consultant nor any of Consultant's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to Consultant's performance under this Agreement.

Consultant further agrees that none of Consultant's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Consultant is not a party, unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this Section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Consultant is permitted pursuant to this Agreement to utilize sub-consultants to perform any services required by this Agreement, Consultant agrees to require such sub-consultants, by written contract, to comply with the provisions of this Section to the same extent as Consultant.

P. Time of the Essence

Time is of the essence in this Agreement. By signing, Consultant affirms that it has work force and the ability to perform all Work in a timely manner.

Q. Materiality and Waiver of Breach

City and Consultant agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Consultant shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Consultant's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Consultant pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to Consultant for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Consultant pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2022), as may be amended or revised.

To the maximum extent permitted by applicable law, Consultant shall not be liable for any incidental or consequential damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of: goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data); or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventh Judicial Circuit in and for Volusia County, Florida, or in the event of federal jurisdiction, in the Middle District of Florida, Orlando Division. THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor and/or City Manager, as determined by City Charter and Ordinances, and Consultant or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Consultant waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Consultant will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with

respect thereto during the period of the Force Majeure;

2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Consultant will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

The Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Consultant is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes, as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA 32720, PHONE: 386-626-7130, EMAIL: HENNESSY@DELAND.ORG

Consultant shall comply with public records laws, and Consultant shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City 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 Chapter 119, Florida Statutes, as may be amended or revised, or as otherwise provided by law.
3. 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 City.

4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, 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 Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

CC. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes, as may be amended or revised, the Consultant and its sub-consultants shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Consultant shall require each of its sub-consultants, if any, to provide the Consultant with an affidavit stating that the sub-consultant does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of the sub-consultant's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Consultant, or any sub-consultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The City, upon good faith belief that a sub-consultant knowingly violated the provisions of Section 448.095(2), Florida Statutes, as may be amended or revised, but that the Consultant otherwise complied with Section 448.095(2), Florida Statutes, as may be amended or revised, shall promptly notify Consultant and order the Consultant to immediately terminate the contract with the sub-consultant, and the Consultant shall comply with such order.
4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes, as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, as may be amended or revised, the Consultant may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Consultant is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Consultant shall include in each of its subcontracts, if any, the requirements set forth in this Section 21, including this subparagraph, requiring any and all sub-consultants, as defined in Section 448.095(1)(j), Florida Statutes, as may be amended or revised, to include all of the requirements of this Section 21 in their subcontracts. Consultant shall be

responsible for compliance by any and all sub-consultants, as defined in Section 448.095(1)(j), Florida Statutes, as may be amended or revised, with the requirements of Section 448.095, Florida Statutes, as may be amended or revised.

DD. Security Breach

The Consultant agrees to provide electronic and physical security to personal information, as defined in Section 501.171, Florida Statutes, as may be amended or revised, ("Section 501.171"), that Consultant obtains in connection with this Agreement, in accordance with the standard set forth in Section 501.171. As provided in Section 501.171, the Consultant shall take reasonable measures to protect and secure data in electronic form containing personal information. The Consultant shall notify the City of any breach of security of a system maintained by the Consultant as expeditiously as practicable, but no later than 10 days following the determination of the breach of security or reason to believe the breach occurred. Such notification from the Consultant shall include all information that the City needs to comply with the notice requirements set forth in Section 501.171. The Consultant, as the City's third-party agent, as defined in Section 501.171, shall comply with and perform all of the requirements set forth in Subsections 501.171(3) and (4), Florida Statutes, as may be amended or revised, in the event the Consultant experiences a breach of security involving unauthorized access of data in electronic form containing personal information obtained in connection with this Agreement. In addition to complying with Subsections 501.171 (3) and (4), Florida Statutes, as may be amended or revised, the Consultant shall provide or cause to be provided credit monitoring, identity theft protection, and a call center for affected persons, and shall perform other functions and services as required by law. Consultant shall ensure that the City is in compliance with all laws, rules, and regulations governing any breach or potential breach of security of a system maintained by the Consultant.

IN WITNESS WHEREOF, the City and the Consultant execute this Contract as follows:

BLACKWELL & ASSOCIATES
LAND SURVEYORS, INC.

CITY OF DELAND

By: _____
Printed Name: _____
Title: _____

By: _____
Christopher M. Cloudman, Mayor

Date Executed: _____

Date Executed: _____

ATTEST:

By: _____
Julie A. Hennessy, City Clerk

EXHIBIT A



City of DeLand

REQUEST FOR QUALIFICATIONS

RFQ-23-02

Utility Engineering & Surveying Services

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



CITY OF DELAND
NOTICE TO BIDDERS
RFQ-23-02

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 2:00 P.M. on September 6, 2023 and will open the submitted bids in the Commission Chambers, first floor, immediately following the submittal closing time for the following:

"Utility Engineering & Surveying 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. Questions shall be directed to the office of the Purchasing Manager, Corey McMillen at 386-626-7078 or by email at mcmillenc@deland.org or Purchasing@deland.org.

A handwritten signature in blue ink, appearing to read 'Michael Pleus', with a stylized flourish at the end.

Michael Pleus
City Manager

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- II. RECORD INFORMATION AND SITE VIEWING EVALUATION OF PROPOSALS
- III. SPECIAL TERMS AND CONDITIONS OF THE SOLICITATION
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- V. EVALUATION CRITERIA

REQUEST FOR QUALIFICATIONS (RFQ)

RFQ-23-02

Utility Engineering & Surveying Services

I. PURPOSE, SCOPE OF SERVICES

The City of DeLand hereby solicits Requests for Qualification from qualified firms that are interested in providing Professional Utility Engineering and Surveying Services for various City projects. Firms shall submit individual proposals for each category.

The City is interested in establishing multi-year continuing engineering and surveying professional services contracts with one or more professional engineering and surveying firms to provide planning, design, permitting and construction phase Utility Engineering and Surveying Services for projects related to City of DeLand infrastructure, Water & Wastewater Treatment Plants and other facilities. 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 water, wastewater and reclaimed water facilities similar to those currently owned and contemplated in the future by the City of DeLand which includes but not limited to potable water/reclaimed water main design and permitting, BMAP requirements, MFL issues, wells, water quality, wellfields, water plants and treatment, Consumptive Use Permits, PFOS and Lead and copper regulations.
- 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
- Experience in obtaining and renewing permits from all applicable regulatory agencies
- Construction Engineering Inspection (CEI) and Administration experience on municipal utility projects
- Experience in obtaining and supporting SRF, SJRWMD, FDEP and other grants and loans
- Provide surveying services which includes but not limited to topographic, boundary, platting, and all other necessary land surveying tasks, as specified by the City.

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 a minimum of the three (3) 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). The Negotiating Committee will then negotiate with the top-ranked 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 **Utility Engineering & Surveying Services** will be received until **2:00 PM on September 6, 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 Commission 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 Manager, (386) 626-7078; e-mail mcmillenc@deland.org and purchasing@deland.org.

TIMELINE

Event	Date
Solicitation Date	August 14, 2023
Pre-Proposal Meeting	N/A
Question Deadline	August 30, 2023 @ 5:00 P.M.
Submission Deadline	September 6, 2023 @ 2:00 P.M.

II. RECORD INFORMATION AND SITE VIEWING

Complete package is available on DemandStar® (<https://www.demandstar.com>) & VendorLink <https://www.myvendorlink.com/common/default.aspx>.

You may also contact the Purchasing Manager's office at:

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

III. 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.

IV. 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 five (5) 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: Letter of 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 8 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 4: 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 5: Required Proposal Forms

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

V. 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, Experience, and Design Approach 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, design-build and construction management at risk (CMAR) 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 through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: _____

Signature of Individual

Printed Name of Individual

Title of Individual

Signed, sealed and delivered in the presence of:

Witness

Witness

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 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)

CITY OF DeLAND
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

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

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
- (4) In the statement specified in subsection one (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

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

Business Name

Bid Number and Name

Authorized Representative's Signature

Date

Name

Position

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:

EXHIBIT B

Blackwell & Associates

LAND SURVEYORS, INC

Phone: (386) 734-8050
Fax: (386) 734-7660
Website: blackwellsurveying.com

Office Address
995 West Volusia Avenue
DeLand, Florida 32720

Surveying Central Florida since 1979

STANDARD RATES SCHEDULE FOR PROFESSIONAL SURVEYING SERVICES

City of DeLand 2023

Professional Land Surveyor	\$125.00 per hour
2 Man Crew	\$175.00 per hour
1 Man Crew with PLS	\$200.00 per hour
CAD Operator	\$ 85.00 per hour
Legal Descriptions	\$175.00 each
Right-of-way Surveys (Including Watermains)	\$2.75 a foot

Blackwell & Associates
LAND SURVEYORS, INC

Phone: (386) 734-8050
Fax: (386) 734-7660
Website: blackwellsurveying.com

Office Address
995 West Volusia Avenue
DeLand, Florida 32720

Surveying Central Florida since 1979

List of Services:

ALTA Surveys

As-builts

Boundary Surveys

Construction Layout

Construction - Site Plans, Building stakes, Form Boards, Foundations, Finals

Elevation Certificates

Environmental Flag Location

Legal Descriptions

Plats

Road and Utility Right of Way Surveys

Submerged Land Lease Surveys

Special Purpose Surveys

Topographic Surveys

Tree Location

CITY OF DELAND
Request for Commission Action
December 4, 2023

SUBJECT: Consideration re Professional Services Agreement for Utility Engineering and Surveying Services with McKim and Creed.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: Agreement

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

SUMMARY/HIGHLIGHT:

At their November 6, 2023 meeting, the City Commission approved the final ranking recommendation of the Utility Engineering & Surveying Consultants by Selection Committee and authorized staff to negotiate a continuing utility engineering and surveying service contract with McKim & Creed. Following that meeting, staff began negotiations with this firm. The attached agreement is a result of these negotiations.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Approval of this Professional Services Agreement will not, in and of itself, have a fiscal impact. Task assignments authorized by the Commission in accordance with the general terms and conditions of this agreement will include significant fees for professional services.

RECOMMENDATION:

Staff recommends the City Commission approve the Professional Services Agreement between McKim & Creed and the City of DeLand for continuing utility engineering and surveying services.

BACKGROUND/DISCUSSION:

N/A

AGREEMENT FOR CONSULTING SERVICES FOR CITY OF DELAND

THIS AGREEMENT, made this 20th day of November, 2023 is by and between the City of DeLand, a Florida municipality ("City"), whose address is 120 South Florida Avenue, DeLand, Florida 32720, and McKim & Creed, Inc., a Foreign profit corporation, authorized to do business in the State of Florida ("Consultant"), whose address is 139 Executive Circle, Suite 201, Daytona Beach, FL 32114 (collectively the "Parties").

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Consultant covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made a part of this Agreement:

(1) Solicitation No. RFQ-23-02, including any and all addenda, prepared by the City of DeLand ("Exhibit A").

(2) The fee/cost schedule ("Exhibit B").

II. SCOPE

This is a continuing contract entered into pursuant to Florida law. The Consultant is a professional services firm that will perform work within the Consultant's profession when requested to do so by the City. Generally, when the City assigns work to the Consultant, the Consultant will prepare a task order or other similar document that describes the work to be completed and which will provide either a set fee or a not-to-exceed fee for that task. No work shall be performed by Consultant except upon written approval of the City. All such work to be performed by the Consultant is referred to herein as the ("Work").

III. TERM OF AGREEMENT

The initial contract period shall commence on December 1, 2023, and shall end on September 30, 2028. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds. The City will have the option to renew this contract for up to two (2) terms of one (1) year each, by providing Consultant written notice thereof. Such notice must be provided at least 60 days before the end of current term, unless such notice requirement is waived by Consultant.

IV. COMPENSATION

The Consultant agrees to provide the services in the Contract Documents at the costs specified in Exhibit B.

V. METHOD OF BILLING AND PAYMENT

Consultant may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy is due within fifteen (15) days of the end of the month. Invoices shall designate the nature of the services performed.

City shall pay Consultant within forty-five (45) days of receipt of Consultant's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Consultant to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Consultant shall protect and defend at Consultant's expense, counsel being subject to the City's approval, which shall not be unreasonably withheld, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Consultant or by any officer, employee, agent, invitee, sub-consultant, or sublicensee of the Consultant. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due to Consultant from City under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Consultant shall protect and defend at Consultant's expense, counsel being subject to the City's approval, which shall not be unreasonably withheld, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees

and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Consultant's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Consultant uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective sixty (60) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Consultant's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the Work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Consultant at least sixty (60) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Consultant shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Consultant acknowledges and agrees that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Consultant, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Consultant at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Consultant is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Consultant, at the Consultant's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Consultant. The Consultant shall provide the City a certificate of insurance evidencing such coverage. The Consultant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Consultant shall not be interpreted as limiting the Consultant's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Consultant for assessing the extent or determining appropriate types and limits of coverage to protect the Consultant against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 combined single limit per occurrence.

Policy must include coverage for Contractual Liability.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Professional Liability Coverage

Coverage must be afforded in an amount not less than \$2,000,000 per claim.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit per occurrence.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with

Florida Statute. 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 Consultant must be in compliance with all applicable State and federal workers' compensation laws.

Insurance Certificate Requirements

- a. The Consultant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Consultant shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Consultant shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation and professional liability.

The Certificate Holder should read as follows:

City of DeLand
120 South Florida Avenue
DeLand, FL 32720

The Consultant has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Consultant's expense.

If the Consultant's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Consultant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Consultant's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Consultant that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Consultant must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Consultant's insurance policies.

The Consultant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Consultant's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Consultant's responsibility to ensure that any and all of the Consultant's independent Consultants and sub-consultants comply with these insurance requirements. All coverages for independent Consultants and sub-consultants shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Consultant.

G. Environmental Health and Safety

Consultant shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Consultant shall comply, and shall secure compliance by its employees, agents, and sub-consultants, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Consultant.

H. Standard of Care

Consultant represents that it is qualified to perform the Work, that Consultant and its sub-consultants possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified Consultants under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Consultant disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Consultant, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Consultant shall be

withheld until Consultant delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Consultant and Consultant's sub-consultants that are related to this Agreement. Consultant shall keep, and Consultant shall cause Consultant's sub-consultants to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Consultant and Consultant's sub-consultants shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Consultant or Consultant's subConsultant, as applicable, shall make same available at no cost to City in written form.

Consultant and Consultant's sub-consultants shall preserve and make available, at reasonable times for examination and audit by City in Volusia County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Consultant and Consultant's sub-consultants' records, Consultant and Consultant's sub-consultants shall comply with all requirements thereof; however, Consultant and Consultant's sub-consultants shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Consultant shall, by written contract, require Consultant's sub-consultants to agree to the requirements and obligations of this Section.

The Consultant shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Consultant represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended or revised, which essentially provides that a person or affiliate who is a Consultant, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a Consultant, supplier, sub-consultant, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section

shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. Independent Consultant

Consultant is an independent contractor under this Agreement. Services provided by Consultant pursuant to this Agreement shall be subject to the supervision of the Consultant. In providing such services, neither Consultant nor Consultant's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Consultant or Consultant's agents any authority of any kind to bind City in any respect whatsoever.

M. Non-Waiver

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Consultant as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party, which shall not be unreasonably withheld. In addition, Consultant shall not subcontract any portion of the Work required by this Agreement. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Consultant of this Agreement or any right or interest herein without City's prior written consent.

Consultant represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Consultant shall perform Consultant's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Consultant's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Consultant engages any sub-consultant in the performance of this Agreement, Consultant shall ensure that all of Consultant's sub-consultants perform in accordance with the terms and conditions of this Agreement. Consultant shall be fully responsible for all of Consultant's sub-consultants' performance, and liable for any of Consultant's sub-consultants' non-performance and all of Consultant's sub-consultants' acts and omissions. Consultant shall defend at Consultant's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Consultant's sub-consultants for payment for work performed for City by any of such sub-

consultants, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Consultant's sub-consultants or by any of Consultant's sub-consultants' officers, agents, or employees. Consultant's use of sub-consultants in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Consultant nor any of Consultant's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to Consultant's performance under this Agreement.

Consultant further agrees that none of Consultant's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Consultant is not a party, unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this Section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Consultant is permitted pursuant to this Agreement to utilize sub-consultants to perform any services required by this Agreement, Consultant agrees to require such sub-consultants, by written contract, to comply with the provisions of this Section to the same extent as Consultant.

P. Time of the Essence

Time is of the essence in this Agreement. By signing, Consultant affirms that it has work force and the ability to perform all Work in a timely manner.

Q. Materiality and Waiver of Breach

City and Consultant agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Consultant shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Consultant's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Consultant pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to Consultant for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Consultant pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2022), as may be amended or revised.

To the maximum extent permitted by applicable law, Consultant shall not be liable for any incidental or consequential damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of: goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data); or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventh Judicial Circuit in and for Volusia County, Florida, or in the event of federal jurisdiction, in the Middle District of Florida, Orlando Division. THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor and/or City Manager, as determined by City Charter and Ordinances, and Consultant or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Consultant waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Consultant will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with

respect thereto during the period of the Force Majeure;

2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Consultant will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

The Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Consultant is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes, as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA 32720, PHONE: 386-626-7130, EMAIL: HENNESSY@DELAND.ORG

Consultant shall comply with public records laws, and Consultant shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City 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 Chapter 119, Florida Statutes, as may be amended or revised, or as otherwise provided by law.
3. 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 City.

4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, 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 Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

CC. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes, as may be amended or revised, the Consultant and its sub-consultants shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Consultant shall require each of its sub-consultants, if any, to provide the Consultant with an affidavit stating that the sub-consultant does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of the sub-consultant's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Consultant, or any sub-consultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The City, upon good faith belief that a sub-consultant knowingly violated the provisions of Section 448.095(2), Florida Statutes, as may be amended or revised, but that the Consultant otherwise complied with Section 448.095(2), Florida Statutes, as may be amended or revised, shall promptly notify Consultant and order the Consultant to immediately terminate the contract with the sub-consultant, and the Consultant shall comply with such order.
4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes, as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, as may be amended or revised, the Consultant may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Consultant is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Consultant shall include in each of its subcontracts, if any, the requirements set forth in this Section 21, including this subparagraph, requiring any and all sub-consultants, as defined in Section 448.095(1)(j), Florida Statutes, as may be amended or revised, to include all of the requirements of this Section 21 in their subcontracts. Consultant shall be

responsible for compliance by any and all sub-consultants, as defined in Section 448.095(1)(j), Florida Statutes, as may be amended or revised, with the requirements of Section 448.095, Florida Statutes, as may be amended or revised.

DD. Security Breach

The Consultant agrees to provide electronic and physical security to personal information, as defined in Section 501.171, Florida Statutes, as may be amended or revised, ("Section 501.171"), that Consultant obtains in connection with this Agreement, in accordance with the standard set forth in Section 501.171. As provided in Section 501.171, the Consultant shall take reasonable measures to protect and secure data in electronic form containing personal information. The Consultant shall notify the City of any breach of security of a system maintained by the Consultant as expeditiously as practicable, but no later than 10 days following the determination of the breach of security or reason to believe the breach occurred. Such notification from the Consultant shall include all information that the City needs to comply with the notice requirements set forth in Section 501.171. The Consultant, as the City's third-party agent, as defined in Section 501.171, shall comply with and perform all of the requirements set forth in Subsections 501.171(3) and (4), Florida Statutes, as may be amended or revised, in the event the Consultant experiences a breach of security involving unauthorized access of data in electronic form containing personal information obtained in connection with this Agreement. In addition to complying with Subsections 501.171 (3) and (4), Florida Statutes, as may be amended or revised, the Consultant shall provide or cause to be provided credit monitoring, identity theft protection, and a call center for affected persons, and shall perform other functions and services as required by law. Consultant shall ensure that the City is in compliance with all laws, rules, and regulations governing any breach or potential breach of security of a system maintained by the Consultant.

IN WITNESS WHEREOF, the City and the Consultant execute this Contract as follows:

MCKIM & CREED, INC.

CITY OF DELAND

By: _____
Printed Name: _____
Title: _____

By: _____
Christopher M. Cloudman, Mayor

Date Executed: _____

Date Executed: _____

ATTEST:

By: _____
Julie A. Hennessy, City Clerk

EXHIBIT A



City of DeLand

REQUEST FOR QUALIFICATIONS

RFQ-23-02

Utility Engineering & Surveying Services

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



CITY OF DELAND
NOTICE TO BIDDERS
RFQ-23-02

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 2:00 P.M. on September 6, 2023 and will open the submitted bids in the Commission Chambers, first floor, immediately following the submittal closing time for the following:

"Utility Engineering & Surveying 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. Questions shall be directed to the office of the Purchasing Manager, Corey McMillen at 386-626-7078 or by email at mcmillenc@deland.org or Purchasing@deland.org.

A handwritten signature in blue ink, appearing to read 'Michael Pleus', with a stylized flourish at the end.

Michael Pleus
City Manager

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- II. RECORD INFORMATION AND SITE VIEWING EVALUATION OF PROPOSALS
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- V. EVALUATION CRITERIA

REQUEST FOR QUALIFICATIONS (RFQ)

RFQ-23-02

Utility Engineering & Surveying Services

I. PURPOSE, SCOPE OF SERVICES

The City of DeLand hereby solicits Requests for Qualification from qualified firms that are interested in providing Professional Utility Engineering and Surveying Services for various City projects. Firms shall submit individual proposals for each category.

The City is interested in establishing multi-year continuing engineering and surveying professional services contracts with one or more professional engineering and surveying firms to provide planning, design, permitting and construction phase Utility Engineering and Surveying Services for projects related to City of DeLand infrastructure, Water & Wastewater Treatment Plants and other facilities. 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 water, wastewater and reclaimed water facilities similar to those currently owned and contemplated in the future by the City of DeLand which includes but not limited to potable water/reclaimed water main design and permitting, BMAP requirements, MFL issues, wells, water quality, wellfields, water plants and treatment, Consumptive Use Permits, PFOS and Lead and copper regulations.
- 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
- Experience in obtaining and renewing permits from all applicable regulatory agencies
- Construction Engineering Inspection (CEI) and Administration experience on municipal utility projects
- Experience in obtaining and supporting SRF, SJRWMD, FDEP and other grants and loans
- Provide surveying services which includes but not limited to topographic, boundary, platting, and all other necessary land surveying tasks, as specified by the City.

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 a minimum of the three (3) 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). The Negotiating Committee will then negotiate with the top-ranked 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 **Utility Engineering & Surveying Services** will be received until **2:00 PM on September 6, 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 Commission 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 Manager, (386) 626-7078; e-mail mcmillenc@deland.org and purchasing@deland.org.

TIMELINE

Event	Date
Solicitation Date	August 14, 2023
Pre-Proposal Meeting	N/A
Question Deadline	August 30, 2023 @ 5:00 P.M.
Submission Deadline	September 6, 2023 @ 2:00 P.M.

II. RECORD INFORMATION AND SITE VIEWING

Complete package is available on DemandStar® (<https://www.demandstar.com>) & VendorLink <https://www.myvendorlink.com/common/default.aspx>.

You may also contact the Purchasing Manager's office at:

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

III. 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.

IV. 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 five (5) 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: Letter of 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 8 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 4: 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 5: Required Proposal Forms

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

V. 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, Experience, and Design Approach 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, design-build and construction management at risk (CMAR) 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 through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: _____

Signature of Individual

Printed Name of Individual

Title of Individual

Signed, sealed and delivered in the presence of:

Witness

Witness

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 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)

CITY OF DeLAND
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

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

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
- (4) In the statement specified in subsection one (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

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

Business Name

Bid Number and Name

Authorized Representative's Signature

Date

Name

Position

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:



Water Market 2023 Schedule of Hourly Rates

Employee Classification (Rate/Hour)

Engineering

Principal	\$300.00
Engineering Manager	\$270.00
Project Manager III	\$230.00
Project Manager II	\$210.00
Project Manager I	\$190.00
Technical Specialist III	\$280.00
Technical Specialist II	\$270.00
Technical Specialist I	\$240.00
Project Engineer IV	\$220.00
Project Engineer III	\$205.00
Project Engineer II	\$175.00
Project Engineer I	\$155.00
Engineer Intern	\$140.00
I&C Specialist III	\$205.00
I&C Specialist II	\$185.00
I&C Specialist I	\$155.00
Programmer III	\$190.00
Programmer II	\$175.00
Programmer I	\$145.00
Designer IV	\$160.00
Designer III	\$140.00
Designer II	\$130.00
Designer I	\$110.00
Sr. CAD Technician	\$100.00
CAD Technician	\$85.00
Sr. Project Administrator	\$105.00
Project Administrator	\$90.00
Administrative Assistant	\$80.00

Construction

Construction Administrator IV	\$185.00
Construction Administrator III	\$165.00
Construction Administrator II	\$150.00
Construction Administrator I	\$125.00
Project Representative III	\$145.00
Project Representative II	\$125.00
Project Representative I	\$110.00

Field Services

Field Technician I	\$90.00
Field Technician II	\$120.00
Field Services Manager	\$145.00

Employee Classification (Rate/Hour)

Surveying

Sr. Surveyor/Project Manager III	\$250.00
Sr. Surveyor/Project Manager II	\$216.00
Sr. Surveyor/Project Manager I	\$185.00
Project Surveyor	\$160.00
Sr. Survey CAD Technician	\$120.00
Survey CAD Technician	\$100.00
Survey Field Supervisor	\$110.00
Project Coordinator I	\$100.00
Project Coordinator II	\$110.00
Project Coordinator III	\$130.00
Field Survey Party 1 Person Crew	\$120.00
Field Survey Party 2 Person Crew	\$190.00
Field Survey Party 3 Person Crew	\$245.00

Subsurface Utility Engineering

Regional SUE Director	\$300.00
Director of SUE	\$250.00
Utility Engineering Sr. Project Manager	\$230.00
Utility Engineering Project Manager	\$188.00
Utility Coordinator I	\$110.00
Utility Coordinator II	\$130.00
Utility Engineering Technician I	\$79.00
Utility Engineering Technician II	\$94.00
Utility Engineering Analyst	\$106.00
Utility Engineering Specialist	\$141.00
Utility Engineering Party (2 Person Crew)	\$188.00

Geospatial Information Systems

GIS Specialist	\$121.00
GIS Technician II	\$99.00
GIS Technician I	\$79.00
GIS Analyst I	\$115.00
GIS Analyst II	\$125.00
LiDAR Field Technician	\$94.00
LiDAR Technician I	\$84.00
LiDAR Technician II	\$113.00
LiDAR Technician III	\$135.00
Photogrammetric Technician	\$109.00
Photogrammetrist	\$160.00



Water Market 2023 Schedule of Hourly Rates

Expenses

In addition to labor, McKim & Creed bills for the following project related costs at a contractually agreed markup: printing; conference calling charges; document review, permit or recording fees paid on behalf of the client; shipping; bid advertisement; specialty materials, software or equipment rental; sub-consultant fees; costs of project related employee travel including meals, lodging, airfare and miscellaneous travel costs such as tolls, parking etc.; mileage for all company-owned vehicles (trucks) will be billed at \$0.85/mile; employee owned vehicles used for transportation related to the project will be charged at the prevailing federal mileage rate allowed by the IRS at the time the travel occurs.

McKim & Creed also bills for the cost of internal reproduction and the use of specialized equipment related to subsurface utility vacuum excavation, mobile scanning (LIDAR), and hydrographic surveying.

CITY OF DELAND
Request for Commission Action
December 4, 2023

SUBJECT: Consideration re Professional Services Agreement for Surveying Services with SSMC.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: Agreement

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

SUMMARY/HIGHLIGHT:

At their November 6, 2023 meeting, the City Commission approved the final ranking recommendation of the Utility Engineering & Surveying Consultants by Selection Committee and authorized staff to negotiate a continuing surveying service contract with SSMC. Following that meeting, staff began negotiations with this firm. The attached agreement is a result of these negotiations.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Approval of this Professional Services Agreement will not, in and of itself, have a fiscal impact. Task assignments authorized by the Commission in accordance with the general terms and conditions of this agreement will include significant fees for professional services.

RECOMMENDATION:

Staff recommends the City Commission approve the Professional Services Agreement between SSMC and the City of DeLand for continuing surveying services.

BACKGROUND/DISCUSSION:

N/A

AGREEMENT FOR CONSULTING SERVICES FOR CITY OF DELAND

THIS AGREEMENT, made this 20th day of November, 2023 is by and between the City of DeLand, a Florida municipality ("City"), whose address is 120 South Florida Avenue, DeLand, Florida 32720, and Southeastern Surveying and Mapping Corporation, a Florida profit corporation, authorized to do business in the State of Florida ("Consultant"), whose address is 6500 All American Boulevard, Orlando, FL 34810 (collectively the "Parties").

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Consultant covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made a part of this Agreement:

(1) Solicitation No. RFQ-23-02, including any and all addenda, prepared by the City of DeLand ("Exhibit A").

(2) The fee/cost schedule ("Exhibit B").

II. SCOPE

This is a continuing contract entered into pursuant to Florida law. The Consultant is a professional services firm that will perform work within the Consultant's profession when requested to do so by the City. Generally, when the City assigns work to the Consultant, the Consultant will prepare a task order or other similar document that describes the work to be completed and which will provide either a set fee or a not-to-exceed fee for that task. No work shall be performed by Consultant except upon written approval of the City. All such work to be performed by the Consultant is referred to herein as the ("Work").

III. TERM OF AGREEMENT

The initial contract period shall commence on December 1, 2023, and shall end on September 30, 2028. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds. The City will have the option to renew this contract for up to two (2) terms of one (1) year each, by providing Consultant written notice thereof. Such notice must be provided at least 60 days before the end of current term, unless such notice requirement is waived by Consultant.

IV. COMPENSATION

The Consultant agrees to provide the services in the Contract Documents at the costs specified in Exhibit B.

V. METHOD OF BILLING AND PAYMENT

Consultant may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy is due within fifteen (15) days of the end of the month. Invoices shall designate the nature of the services performed.

City shall pay Consultant within forty-five (45) days of receipt of Consultant's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Consultant to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Consultant shall protect and defend at Consultant's expense, counsel being subject to the City's approval, which shall not be unreasonably withheld, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Consultant or by any officer, employee, agent, invitee, sub-consultant, or sublicensee of the Consultant. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due to Consultant from City under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Consultant shall protect and defend at Consultant's expense, counsel being subject to the City's approval, which shall not be unreasonably withheld, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees

and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Consultant's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Consultant uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective sixty (60) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Consultant's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the Work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Consultant at least sixty (60) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Consultant shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Consultant acknowledges and agrees that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Consultant, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Consultant at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Consultant is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Consultant, at the Consultant's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Consultant. The Consultant shall provide the City a certificate of insurance evidencing such coverage. The Consultant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Consultant shall not be interpreted as limiting the Consultant's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Consultant for assessing the extent or determining appropriate types and limits of coverage to protect the Consultant against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 combined single limit per occurrence.

Policy must include coverage for Contractual Liability.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Professional Liability Coverage

Coverage must be afforded in an amount not less than \$2,000,000 per claim.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit per occurrence.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with

Florida Statute. 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 Consultant must be in compliance with all applicable State and federal workers' compensation laws.

Insurance Certificate Requirements

- a. The Consultant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Consultant shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Consultant shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation and professional liability.

The Certificate Holder should read as follows:

City of DeLand
120 South Florida Avenue
DeLand, FL 32720

The Consultant has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Consultant's expense.

If the Consultant's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Consultant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Consultant's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Consultant that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Consultant must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Consultant's insurance policies.

The Consultant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Consultant's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Consultant's responsibility to ensure that any and all of the Consultant's independent Consultants and sub-consultants comply with these insurance requirements. All coverages for independent Consultants and sub-consultants shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Consultant.

G. Environmental Health and Safety

Consultant shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Consultant shall comply, and shall secure compliance by its employees, agents, and sub-consultants, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Consultant.

H. Standard of Care

Consultant represents that it is qualified to perform the Work, that Consultant and its sub-consultants possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified Consultants under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Consultant disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Consultant, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Consultant shall be

withheld until Consultant delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Consultant and Consultant's sub-consultants that are related to this Agreement. Consultant shall keep, and Consultant shall cause Consultant's sub-consultants to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Consultant and Consultant's sub-consultants shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Consultant or Consultant's subConsultant, as applicable, shall make same available at no cost to City in written form.

Consultant and Consultant's sub-consultants shall preserve and make available, at reasonable times for examination and audit by City in Volusia County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Consultant and Consultant's sub-consultants' records, Consultant and Consultant's sub-consultants shall comply with all requirements thereof; however, Consultant and Consultant's sub-consultants shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Consultant shall, by written contract, require Consultant's sub-consultants to agree to the requirements and obligations of this Section.

The Consultant shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Consultant represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended or revised, which essentially provides that a person or affiliate who is a Consultant, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a Consultant, supplier, sub-consultant, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section

shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. Independent Consultant

Consultant is an independent contractor under this Agreement. Services provided by Consultant pursuant to this Agreement shall be subject to the supervision of the Consultant. In providing such services, neither Consultant nor Consultant's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Consultant or Consultant's agents any authority of any kind to bind City in any respect whatsoever.

M. Non-Waiver

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Consultant as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party, which shall not be unreasonably withheld. In addition, Consultant shall not subcontract any portion of the Work required by this Agreement. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Consultant of this Agreement or any right or interest herein without City's prior written consent.

Consultant represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Consultant shall perform Consultant's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Consultant's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Consultant engages any sub-consultant in the performance of this Agreement, Consultant shall ensure that all of Consultant's sub-consultants perform in accordance with the terms and conditions of this Agreement. Consultant shall be fully responsible for all of Consultant's sub-consultants' performance, and liable for any of Consultant's sub-consultants' non-performance and all of Consultant's sub-consultants' acts and omissions. Consultant shall defend at Consultant's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Consultant's sub-consultants for payment for work performed for City by any of such sub-

consultants, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Consultant's sub-consultants or by any of Consultant's sub-consultants' officers, agents, or employees. Consultant's use of sub-consultants in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Consultant nor any of Consultant's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to Consultant's performance under this Agreement.

Consultant further agrees that none of Consultant's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Consultant is not a party, unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this Section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Consultant is permitted pursuant to this Agreement to utilize sub-consultants to perform any services required by this Agreement, Consultant agrees to require such sub-consultants, by written contract, to comply with the provisions of this Section to the same extent as Consultant.

P. Time of the Essence

Time is of the essence in this Agreement. By signing, Consultant affirms that it has work force and the ability to perform all Work in a timely manner.

Q. Materiality and Waiver of Breach

City and Consultant agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Consultant shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Consultant's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Consultant pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to Consultant for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Consultant pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2022), as may be amended or revised.

To the maximum extent permitted by applicable law, Consultant shall not be liable for any incidental or consequential damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of: goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data); or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventh Judicial Circuit in and for Volusia County, Florida, or in the event of federal jurisdiction, in the Middle District of Florida, Orlando Division. THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor and/or City Manager, as determined by City Charter and Ordinances, and Consultant or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Consultant waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Consultant will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with

respect thereto during the period of the Force Majeure;

2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Consultant will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

The Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Consultant is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes, as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA 32720, PHONE: 386-626-7130, EMAIL: HENNESSY@DELAND.ORG

Consultant shall comply with public records laws, and Consultant shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City 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 Chapter 119, Florida Statutes, as may be amended or revised, or as otherwise provided by law.
3. 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 City.

4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, 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 Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

CC. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes, as may be amended or revised, the Consultant and its sub-consultants shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Consultant shall require each of its sub-consultants, if any, to provide the Consultant with an affidavit stating that the sub-consultant does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of the sub-consultant's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Consultant, or any sub-consultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The City, upon good faith belief that a sub-consultant knowingly violated the provisions of Section 448.095(2), Florida Statutes, as may be amended or revised, but that the Consultant otherwise complied with Section 448.095(2), Florida Statutes, as may be amended or revised, shall promptly notify Consultant and order the Consultant to immediately terminate the contract with the sub-consultant, and the Consultant shall comply with such order.
4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes, as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, as may be amended or revised, the Consultant may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Consultant is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Consultant shall include in each of its subcontracts, if any, the requirements set forth in this Section 21, including this subparagraph, requiring any and all sub-consultants, as defined in Section 448.095(1)(j), Florida Statutes, as may be amended or revised, to include all of the requirements of this Section 21 in their subcontracts. Consultant shall be

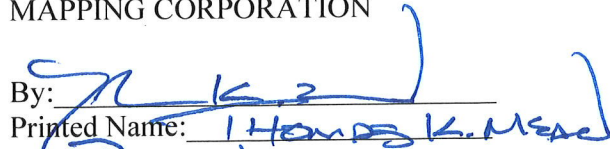
responsible for compliance by any and all sub-consultants, as defined in Section 448.095(1)(j), Florida Statutes, as may be amended or revised, with the requirements of Section 448.095, Florida Statutes, as may be amended or revised.

DD. Security Breach

The Consultant agrees to provide electronic and physical security to personal information, as defined in Section 501.171, Florida Statutes, as may be amended or revised, ("Section 501.171"), that Consultant obtains in connection with this Agreement, in accordance with the standard set forth in Section 501.171. As provided in Section 501.171, the Consultant shall take reasonable measures to protect and secure data in electronic form containing personal information. The Consultant shall notify the City of any breach of security of a system maintained by the Consultant as expeditiously as practicable, but no later than 10 days following the determination of the breach of security or reason to believe the breach occurred. Such notification from the Consultant shall include all information that the City needs to comply with the notice requirements set forth in Section 501.171. The Consultant, as the City's third-party agent, as defined in Section 501.171, shall comply with and perform all of the requirements set forth in Subsections 501.171(3) and (4), Florida Statutes, as may be amended or revised, in the event the Consultant experiences a breach of security involving unauthorized access of data in electronic form containing personal information obtained in connection with this Agreement. In addition to complying with Subsections 501.171 (3) and (4), Florida Statutes, as may be amended or revised, the Consultant shall provide or cause to be provided credit monitoring, identity theft protection, and a call center for affected persons, and shall perform other functions and services as required by law. Consultant shall ensure that the City is in compliance with all laws, rules, and regulations governing any breach or potential breach of security of a system maintained by the Consultant.

IN WITNESS WHEREOF, the City and the Consultant execute this Contract as follows:

SOUTHEASTERN SURVEYING AND
MAPPING CORPORATION

By: 

Printed Name: Christopher M. Cloudman

Title: President

Date Executed: Nov. 13, 2023

CITY OF DELAND

By: _____

Christopher M. Cloudman, Mayor

Date Executed: _____

ATTEST:

By: _____

Julie A. Hennessy, City Clerk

EXHIBIT A



City of DeLand
REQUEST FOR QUALIFICATIONS

RFQ-23-02

Utility Engineering & Surveying Services

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



**CITY OF DELAND
NOTICE TO BIDDERS
RFQ-23-02**

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 2:00 P.M. on September 6, 2023 and will open the submitted bids in the Commission Chambers, first floor, immediately following the submittal closing time for the following:

"Utility Engineering & Surveying 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. Questions shall be directed to the office of the Purchasing Manager, Corey McMillen at 386-626-7078 or by email at mcmillenc@deland.org or Purchasing@deland.org.

Michael Pleus
City Manager

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- I. PURPOSE, SCOPE OF SERVICES, BUDGET
- II. RECORD INFORMATION AND SITE VIEWING EVALUATION OF PROPOSALS
- III. SPECIAL TERMS AND CONDITIONS OF THE SOLICITATION
- IV. SUBMITTAL REQUIREMENTS
- V. EVALUATION CRITERIA

REQUEST FOR QUALIFICATIONS (RFQ)

RFQ-23-02

Utility Engineering & Surveying Services

I. PURPOSE, SCOPE OF SERVICES

The City of DeLand hereby solicits Requests for Qualification from qualified firms that are interested in providing Professional Utility Engineering and Surveying Services for various City projects. Firms shall submit individual proposals for each category.

The City is interested in establishing multi-year continuing engineering and surveying professional services contracts with one or more professional engineering and surveying firms to provide planning, design, permitting and construction phase Utility Engineering and Surveying Services for projects related to City of DeLand infrastructure, Water & Wastewater Treatment Plants and other facilities. 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 water, wastewater and reclaimed water facilities similar to those currently owned and contemplated in the future by the City of DeLand which includes but not limited to potable water/reclaimed water main design and permitting, BMAP requirements, MFL issues, wells, water quality, wellfields, water plants and treatment, Consumptive Use Permits, PFOS and Lead and copper regulations.
- 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
- Experience in obtaining and renewing permits from all applicable regulatory agencies
- Construction Engineering Inspection (CEI) and Administration experience on municipal utility projects
- Experience in obtaining and supporting SRF, SJRWMD, FDEP and other grants and loans
- Provide surveying services which includes but not limited to topographic, boundary, platting, and all other necessary land surveying tasks, as specified by the City.

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 a minimum of the three (3) 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). The Negotiating Committee will then negotiate with the top-ranked 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 **Utility Engineering & Surveying Services** will be received until **2:00 PM on September 6, 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 Commission 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 Manager, (386) 626-7078; e-mail mcmillenc@deland.org and purchasing@deland.org.

TIMELINE

Event	Date
Solicitation Date	August 14, 2023
Pre-Proposal Meeting	N/A
Question Deadline	August 30, 2023 @ 5:00 P.M.
Submission Deadline	September 6, 2023 @ 2:00 P.M.

II. RECORD INFORMATION AND SITE VIEWING

Complete package is available on DemandStar® (<https://www.demandstar.com>) & VendorLink <https://www.myvendorlink.com/common/default.aspx>.

You may also contact the Purchasing Manager's office at:

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

III. 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.

IV. 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 five (5) 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: Letter of 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 8 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 4: 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 5: Required Proposal Forms

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

V. 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, Experience, and Design Approach 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, design-build and construction management at risk (CMAR) 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 through any
collusion, conspiracy, connivance, or unlawful agreement any advantage against
(Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted
by any collusion, conspiracy, connivance, or unlawful agreement on the part of the
Contractor or any other of its agents, representatives, owners, employees or parties in
interest, including this affiant.

By: _____
Signature of Individual

Printed Name of Individual

Title of Individual

Signed, sealed and delivered in the presence of:

Witness

Witness

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 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)

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

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

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
- (4) In the statement specified in subsection one (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

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

Business Name

Bid Number and Name

Authorized Representative's Signature

Date

Name

Position

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:

EXHIBIT B



Surveying and Mapping Services

Personnel Classification	Day Rate	Night Rate
Professional Surveyor & Mapper/PSM	\$162.00 / per hour	
Expert Witness	\$330.00 / per hour	
Senior Technician	\$122.00 / per hour	
CAD Technician	\$108.00 / per hour	
One Person Field Crew	\$122.00 / per hour	
Two Person Field Crew	\$163.00 / per hour	\$244.50 / per hour
Three Person Field Crew	\$214.00 / per hour	\$321.00 / per hour
Four Person Field Crew	\$265.00 / per hour	\$397.50 / per hour
Sketch of Descriptions (per SD)	\$621.00 / per SD	
Elevation Certificates		
Residential Elevation Certificate	\$850.00	
Commercial Elevation Certificate (per building)	\$1,200.00	
Mortgage Survey		
Quoted on a task-by-task basis per requirements		
Plat Review Services (If required)		
Initial and Second Plat Review (up to two sheets)	\$966.00 / per plat	
Initial and Second Plat Review (over two sheets)	\$164.00/ per sheet	
Plat (Third or Additional reviews of same plat)	\$375.00	

GIS Mapping Services

Personnel Classification	Day Rate
Professional Engineer	\$195.00 / per hour
GIS Analyst	\$109.00 / per hour
GIS Technician	\$72.00 / per hour
One Person GPS Crew	\$122.00 / per hour
Two Person GPS Crew	\$163.00 / per hour

Subsurface Utility Engineering Services

Personnel Classification	Day Rate	Night Rate
Project Manager	\$162.00 / per hour	\$243.00 / per hour
Senior Technician	\$122.00 / per hour	\$183.00 / per hour
Two Person SUE Crew	\$198.00 / per hour	\$297.00/ per hour
Three Person SUE Crew	\$276.00 / per hour	\$414.00/ per hour
Administrative Assistant/ Clerical	\$72.00 / per hour	\$108.00 / per hour

Vacuum Excavation (Test Hole/ VVH)

1 Test Hole/Dirt	\$566.00	\$849.00
1 Test Hole/Asphalt/Concrete	\$703.00	\$1,054.50
2 - 19 Test Hole/Dirt	\$485.00 / each	\$727.50 / each
2 - 19 Test Hole/Asphalt/Concrete	\$552.00 / each	\$828.00 / each
20 - 49 Test Hole/Dirt	\$433.00 / each	\$649.00 / each
20 - 49 Test Hole/Asphalt/Concrete	\$498.00 / each	\$747.00 / each

Concrete Radar Mapping/Imaging

(Concrete assessment/inspection, grid scans & debris assessment)

One Person Crew	\$217.00 / per hour	\$336.00 / per hour
-----------------	---------------------	---------------------

Maintenance of Traffic (MOT/TTC)

If required, MOT specialist will be contracted, and the cost will be passed on with a 10% mark-up for coordination.

Off Duty Officer(s) (if required per permitting) billing will be a pass-through cost and are not included in the per lane closure

Lane Closure	\$931.00 / per closure	\$1,131.00 / per closure
Sidewalk Closure	\$300.00 / per closure	\$400.00 / per closure

Surveying Services for Utility Projects

Project Manager/ Professional Surveyor & Mapper	\$162.00 / per hour	\$243.00 / per hour
Administrative Assistant/ Clerical	\$72.00 / per hour	\$108.00 / per hour
Two Person Survey Field Crew	\$163.00 / per hour	\$244.50 / per hour
Three Person Survey Field Crew	\$214.00 / per hour	\$321.00 / per hour

Mast Arms

Subsurface Utility Locating Service	\$1,522.00 / per pole
Concrete/Asphalt Removal & Repair	\$400.00 / per pole
Survey Staking of Pole Locations	\$396.00 / per pole
Flagman Control, Per Pole Location	\$175.00 / per pole

Construction Services

Personnel Classification	Day Rate	Night Rate
Construction Professional Surveyor & Mapper/PSM	\$186.00 / per hour	
Construction Senior Technician	\$140.30 / per hour	
Construction CAD Technician	\$124.20 / per hour	
Construction One Person Field Crew	\$140.30 / per hour	
Construction Two Person Field Crew	\$187.45 / per hour	\$281.18 / per hour
Construction Three Person Field Crew	\$246.10 / per hour	\$369.15 / per hour
Construction Four Person Field Crew	\$304.75 / per hour	\$457.13 / per hour

LiDAR UAS/UAV Services

Personnel Classification	Day Rate
LiDAR Project Manager	\$162.00 / per hour
LiDAR Technician	\$122.00 / per hour
LiDAR One Person Field Crew	\$142.00 / per hour
LiDAR Two Person Field Crew	\$187.00 / per hour
UAS/UAV Photogrammetry	\$246.00 / per hour
Mobile Scan Crew	\$246.00 / per hour

Travel Expenses

Mobilization	Day Rate	Night Rate
Per Project in excess of 50 Miles from Home Office	\$1,035.00	\$1,535.00
Per Diem/Lodging Expenses		
Per Day, Two Person Crew	\$363.00	
Per Day, Three Person Crew	\$495.00	

**If HAZWOPER CERTIFIED personnel are required there will be a 20% increase in the Hourly Rate.
Overtime rates will be charged for jobs requiring night work or Emergency/On-Call Services**

CITY OF DELAND
Request for Commission Action
December 4, 2023

SUBJECT: Consideration re Approval of Design Services - AVCON, Inc. for East Hangar Complex Phase 1B.

DEPARTMENT: Airport

PREPARED BY: John Eiff, Airport Manager

ATTACHMENTS: Phs 1B Proposal

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

SUMMARY/HIGHLIGHT:

Old NDB Rd is currently a joint-use roadway. It acts both as a roadway to businesses and as an active taxilane for aircrafts. To increase safety measures, Old NDB Rd needs to be converted into a taxilane to help prevent future incidents. The apron is part of an old (1940s) runway which needs to be rehabilitated in order to provide a safe apron area and additional parking for aircrafts.

The resolution and Public Transportation Grant Agreement between the City of DeLand and Florida Department of Transportation (FDOT) was approved by the City Commission on November 20, 2023 meeting which provides 80% funding for the design and bidding phases of East Hangar Complex Phase 1b. The design of East Hangar Complex Phase 1b consists of converting Old NDB Rd into a taxilane, rehabilitation of the East Aircraft Parking Apron, design of a new roadway to airport businesses, and relocation of existing utilities to provide a clear Taxilane Object Free Area.

The attached Scope of Services and Fee Proposal from the City of DeLand Airport Consultant, Avcon, will provide design, permitting and bidding assistance for this project.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The Florida Department of Transportation (FDOT) has agreed to fund 80% (\$178,600) of the design costs with the remaining 20% (\$44,650) to be provided by the Airport Enterprise Fund which is included in the FY 2023 budget and will be carried over to FY 2024.

RECOMMENDATION:

Staff recommends that the City Commission approve the proposal from AVCON, Inc. to provide professional services for East Hangar Complex Phase 1b in the amount of \$223,250.00.

BACKGROUND/DISCUSSION:

Completion of design is expected in the summer of 2024.



**ATTACHMENT A
PROPOSED SCOPE OF SERVICES**

**PROFESSIONAL ENGINEERING SERVICES
DESIGN AND BIDDING PHASE SERVICES**

EAST HANGAR COMPLEX PHASE 1B

**DELAND MUNICIPAL AIRPORT
DELAND, FLORIDA
October 2023**

This scope of services covers design phase services required for the East Hangar Complex Phase 1b project at DeLand Municipal Airport.

PROJECT DESCRIPTION:

The CONSULTANT shall provide design phase services for the infrastructure improvements associated with the East Hangar Complex Phase 1b project at DeLand Municipal Airport. The project limits are depicted on Attachment C. Generally, the project includes design of a new automobile access road, redevelopment of an existing shared use taxilane/road for taxilane use only, and relocation of existing utilities to provide a clear Taxilane Object Free Area, design for a new taxiway to provide access to hangar development north of the existing stormwater pond, rehabilitation of the East Aircraft Parking Apron, and stormwater permitting required by St. John's River Water Management District (SJRWMD).

SERVICES:

Administration Phase

The CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the FAA and FDOT during the Project's design. In addition, the CONSULTANT shall assist the SPONSOR in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

- Grant management.
- Preparation of reimbursement requests.
- Project coordination with the funding agencies.

Design Phase

The services to be performed during the Design Phase consist generally of services required to furnish the SPONSOR with a complete set of Contract Documents for the Project, including Plans, Specifications, Engineer's Report, and an Estimate of Construction Cost. The Design scope of services will include:

- Schematic Design.
 - Acquire topographic survey.
 - Acquire geotechnical information.
 - Develop pavement design.
 - Develop schematic plans.
 - Coordination meeting with utilities being impacted.
 - Prepare Engineer's Report and construction cost estimate.
 - Submit Categorical Exclusion (CatEx).
- Preliminary Design.
 - Field verify survey.
 - Develop preliminary paving, grading, drainage, and marking design plans.
 - Develop preliminary utility design plans.
 - Develop Draft Construction Safety and Phasing Plans and Document (CSPP).
 - Develop general and technical specifications.
 - Update Engineer's Report and construction cost estimate.
- Final Design.
 - Finalize design plans.
 - Submit stormwater permit application.
 - Submit FAA OE/AAA (Airspace Review).
 - Finalize CSPP and upload to OE/AAA for FAA review and approval.
 - Finalize general and technical specifications.
 - Prepare Final Engineer's Report and construction cost estimate.

Bidding Phase

The bidding services consist of preparing the bid documents (designed by others) and assisting the SPONSOR with public advertisement. In addition, The CONSULTANT will aid the SPONSOR by acting as its liaison with the FDOT during the bidding process.

- Bidding
 - Prepare bid documents for distribution.
 - Assist with advertisement.
 - Attend and prepare meeting minutes for pre-bid conference.
 - Respond to bidder questions, issue addenda.

- Attend bid opening.
- Prepare bid tabulation and recommendation of award.

Deliverables include electronic copies of Contract Documents at the completion of each Design Phase, and the SJRWMD Permit. Final Contract Documents will be uploaded into JACIP.

END OF ATTACHMENT A



EXHIBIT B - HOUR AND FEE PROPOSAL
EAST HANGAR COMPLEX PHASE 1B - DESGIN AND BIDDING PHASE SERVICES
DELAND MUNICIPAL AIRPORT

10/26/2023

TASK	DESCRIPTION	Principal		Sr. Project Manager		Sr. Project Engineer		Project Engineer		Sr. CADD Design		QC Reviewer		Admin		Labor		Subconsultant Cost
		Rate/Hour:	\$ 240	Rate/Hour:	\$ 220	Rate/Hour:	\$ 142	Rate/Hour:	\$ 96	Rate/Hour:	\$ 89	Rate/Hour:	\$ 150	Rate/Hour:	\$ 65			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
1	SCHEMATIC DESIGN																	
1.1	Grant Administration and Project Coordination	8	\$ 1,920	8	\$ 1,760		\$ -		\$ -		\$ -		\$ -		\$ -	16	\$ 3,680	\$ -
1.2	Acquire topographic survey.		\$ -	8	\$ 1,760		\$ -	16	\$ 1,536		\$ -		\$ -		\$ -	24	\$ 3,296	\$ 22,497
1.3	Acquire geotechnical information.		\$ -	8	\$ 1,760		\$ -	16	\$ 1,536		\$ -		\$ -		\$ -	24	\$ 3,296	\$ 9,765
1.4	Develop pavement design.		\$ -	4	\$ 880	8	\$ 1,136	10	\$ 960		\$ -		\$ -		\$ -	22	\$ 2,976	\$ -
1.5	Develop schematic plans.		\$ -	16	\$ 3,520	24	\$ 3,408	8	\$ 768	40	\$ 3,560		\$ -		\$ -	88	\$ 11,256	\$ -
1.6	Coordination meeting with utilities being impacted.		\$ -	4	\$ 880	8	\$ 1,136		\$ -		\$ -		\$ -		\$ -	12	\$ 2,016	\$ -
1.7	Prepare Engineer's Report and construction cost estimate.		\$ -	8	\$ 1,760	8	\$ 1,136	8	\$ 768	16	\$ 1,424		\$ -	16	\$ 1,040	56	\$ 6,128	\$ -
1.8	Submit Categorical Exclusion (CatEx).		\$ -	4	\$ 880	8	\$ 1,136		\$ -		\$ -		\$ -		\$ -	12	\$ 2,016	\$ -
1.9	QC Review		\$ -		\$ -	8	\$ 1,136		\$ -	8	\$ 712	8	\$ 1,200		\$ -	24	\$ 3,048	\$ -
	Subtotal	8	\$ 1,920	60	\$ 13,200	64	\$ 9,088	58	\$ 5,568	64	\$ 5,696	8	\$ 1,200	16	\$ 1,040	278	\$ 37,712	\$ 32,262
2	PRELIMINARY DESIGN																	
2.1	Grant Administration and Project Coordination	8	\$ 1,920	16	\$ 3,520		\$ -		\$ -		\$ -		\$ -		\$ -	24	\$ 5,440	\$ -
2.2	Field verify survey.		\$ -		\$ -	16	\$ 2,272	16	\$ 1,536	16	\$ 1,424		\$ -		\$ -	48	\$ 5,232	\$ -
2.3	Develop preliminary paving, grading, drainage, and marking design plans.		\$ -	16	\$ 3,520	40	\$ 5,680	80	\$ 7,680	80	\$ 7,120		\$ -		\$ -	216	\$ 24,000	\$ -
2.4	Develop preliminary utility design plans.		\$ -	8	\$ 1,760	24	\$ 3,408	40	\$ 3,840	40	\$ 3,560		\$ -		\$ -	112	\$ 12,568	\$ -
2.5	Develop Draft Construction Safety and Phasing Plans and Document (CSPP).		\$ -	8	\$ 1,760	40	\$ 5,680	40	\$ 3,840		\$ -		\$ -		\$ -	88	\$ 11,280	\$ -
2.6	Develop general and technical specifications.		\$ -	8	\$ 1,760	40	\$ 5,680	40	\$ 3,840		\$ -		\$ -	16	\$ 1,040	104	\$ 12,320	\$ -
2.7	Update Engineer's Report and construction cost estimate.		\$ -	8	\$ 1,760	24	\$ 3,408	24	\$ 2,304	24	\$ 2,136		\$ -	16	\$ 1,040	96	\$ 10,648	\$ -
2.8	QC Review		\$ -	4	\$ 880	8	\$ 1,136	8	\$ 768		\$ -	16	\$ 2,400		\$ -	36	\$ 5,184	\$ -
	Subtotal	8	\$ 1,920	68	\$ 14,960	192	\$ 27,264	248	\$ 23,808	160	\$ 14,240	16	\$ 2,400	32	\$ 2,080	724	\$ 86,672	\$ -
3	FINAL DESIGN																	
3.1	Grant Administration and Project Coordination	8	\$ 1,920	8	\$ 1,760		\$ -		\$ -		\$ -		\$ -		\$ -	16	\$ 3,680	\$ -
3.2	Finalize design plans.		\$ -	16	\$ 3,520	40	\$ 5,680	80	\$ 7,680	80	\$ 7,120		\$ -		\$ -	216	\$ 24,000	\$ -
3.3	Submit stormwater permit application.		\$ -	4	\$ 880	16	\$ 2,272	16	\$ 1,536		\$ -		\$ -		\$ -	36	\$ 4,688	\$ -
3.4	Submit FAA OE/AAA (Airspace Review).		\$ -	4	\$ 880	8	\$ 1,136	8	\$ 768		\$ -		\$ -		\$ -	20	\$ 2,784	\$ -
3.5	Finalize CSPP and upload to OE/AAA for FAA review and approval.		\$ -	16	\$ 3,520	16	\$ 2,272	16	\$ 1,536	8	\$ 712		\$ -		\$ -	56	\$ 8,040	\$ -
3.6	Finalize general and technical specifications.		\$ -	8	\$ 1,760	16	\$ 2,272	16	\$ 1,536		\$ -		\$ -	8	\$ 520	48	\$ 6,088	\$ -
3.7	Prepare Final Engineer's Report and construction cost estimate.		\$ -	4	\$ 880		\$ -		\$ -		\$ -		\$ -	8	\$ 520	12	\$ 1,400	\$ -
3.8	QC Review		\$ -	4	\$ 880	4	\$ 568	4	\$ 384		\$ -	8	\$ 1,200		\$ -	20	\$ 3,032	\$ -
	Subtotal	8	\$ 1,920	64	\$ 14,080	100	\$ 14,200	140	\$ 13,440	88	\$ 7,832	8	\$ 1,200	16	\$ 1,040	424	\$ 53,712	\$ -
4	BIDDING																	
4.1	Grant Administration and Project Coordination	8	\$ 1,920	4	\$ 880		\$ -		\$ -		\$ -		\$ -		\$ -	12	\$ 2,800	\$ -
4.2	Prepare bid documents for distribution		\$ -	4	\$ 880	8	\$ 1,136		\$ -		\$ -		\$ -		\$ -	12	\$ 2,016	\$ -
4.3	Assist with advertisement		\$ -	4	\$ 880		\$ -		\$ -		\$ -		\$ -	4	\$ 260	8	\$ 1,140	\$ -
4.4	Attend and prepare meeting minutes for pre-bid conference		\$ -	8	\$ 1,760		\$ -		\$ -		\$ -		\$ -	4	\$ 260	12	\$ 2,020	\$ -
4.5	Respond to bidder questions, issue addenda		\$ -	4	\$ 880	8	\$ 1,136		\$ -		\$ -		\$ -	4	\$ 260	16	\$ 2,276	\$ -
4.6	Attend bid opening		\$ -	8	\$ 1,760		\$ -		\$ -		\$ -		\$ -		\$ -	8	\$ 1,760	\$ -
4.7	Prepare bid tabulation and recommendation of award		\$ -	4	\$ 880		\$ -		\$ -		\$ -		\$ -		\$ -	4	\$ 880	\$ -
	Subtotal	8	\$ 1,920	36	\$ 7,920	16	\$ 2,272	0	\$ -	0	\$ -	0	\$ -	12	\$ 780	72	\$ 12,892	\$ -
Total		32	\$ 7,680	228	\$ 50,160	372	\$ 52,824	446	\$ 42,816	312	\$ 27,768	32	\$ 4,800	76	\$ 4,940	1,498	\$ 190,988	\$ 32,262

Total Project Fee \$ 223,250



AVCON, INC.
ENGINEERS & PLANNERS
436 W. NEW YORK AVENUE - DELAND, FL 32720
OFFICE: (386) 626-1468 - FAX: (386) 626-1469
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 5057
www.avconinc.com

**EAST HANGAR
COMPLEX - PHASE 1B**

DELAND MUNICIPAL
AIRPORT
DELAND, FLORIDA

PROJECT SCOPE EXHIBIT

ATTENTION:

THIS DOCUMENT CONTAINS PRIVILEGED AND PROPRIETARY INFORMATION, ALL OF WHICH IS EXPRESSLY PROVIDED BY AVCON, INC. FOR USE BY THE INTENDED RECIPIENT, AND FOR A SPECIFIC PURPOSE. WITHOUT THE EXPRESS WRITTEN CONSENT OF AVCON, INC. ANY DISTRIBUTION, REPRODUCTION, OR OTHER USE OF THIS DOCUMENT, IN WHOLE OR IN PART, IS STRICTLY PROHIBITED.

SCALE (US SVY FT): GRAPHIC

[illegible]

DESIGNED BY: BHH
DRAWN BY: BHH
CHECKED BY: BHH
APPROVED BY:
DATE: SEPTEMBER 2023

FDOT FM NO. -
AVCON PROJECT NO. -
EXH EASTHANGARSPHASE1B-REV2

REFERENCE EXHIBIT

DRAWING
EXH-1

CITY OF DELAND
Request for Commission Action
December 4, 2023

SUBJECT: Resolution Approving Sole Source Purchase for Water Plant #2 High Service Pumps Replacement.

DEPARTMENT: Utilities

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

ATTACHMENTS: Resolution, Exhibit A-Barney's Quote, Sole Source Letter

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

SUMMARY/HIGHLIGHT:

The City of DeLand currently operates multiple water plants throughout the Greater DeLand Utility Service Area. Each of those water plants have two to four high service pumps that discharge the domestic potable water into the distribution system for use by the customer. Due to the need to standardize equipment for maintenance purposes, the City has accepted only Aurora single stage pumps for this purpose.

The (3) three pumps and motors at Water Plant #2 have reached an age of (28) twenty-eight years and need to be replaced to continue to keep the plant in a well-maintained manner. So, staff reached out to the local representative Barney's Pumps Inc. for a replacement cost. They have been a provider for parts, repairs, and rebuilds for well over thirty years in helping the city maintain the current equipment.

A quote was obtained from Barney's Pumps Inc. and a sole source letter was received from Pentair the manufacturer of the Aurora brand stating that they are the authorized municipal distributor in the Florida market.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Infrastructure

FISCAL IMPACT:

The current fiscal year budget has an allowance of \$276,120 in the Utility Division 4203 to purchase these three pump and motors. The attached quote is in the amount of \$233,400 for the proposed replacement cost. So, funds are available to cover this purchase at this time.

RECOMMENDATION:

It is recommended that the City Commission approve the attached Sole Source Resolution and allow for the quoted purchase of these three pumps and motor replacements at a cost of \$233,400.

BACKGROUND/DISCUSSION:

This purchase does not include any installation costs, as that will be completed by city staff nor startup visit confirming alignment and warranty commencement.

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AUTHORIZING A SOLE SOURCE PURCHASE OF HIGH SERVICE PUMPS AND MOTORS FOR WATER PLANT #2 FROM BARNEY’S PUMPS INC., AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of DeLand operates multiple water plans throughout the Greater DeLand utility service area with each water plant having two to four high service pumps that discharge domestic potable water into the distribution system for use by customers; and

WHEREAS, the City has standardized the pumps for all of the City’s lift stations, using Aurora & Layne Verti-Line brand pumps, and it is imperative that standardization of the pumps be maintained; and

WHEREAS, three pumps and motors at Water Plant #2 need to be replaced to continue to keep the plant in a well-maintained manner; and

WHEREAS, Barney’s Pumps, Inc., is the sole source distributor of Aurora & Layne Verti-Line pumps serving the municipal market in the State of Florida; and

WHEREAS, the Deputy Public Services Director has informed the City Commission that, to the best of his knowledge that there are no other suppliers of the City’s standard high service pumps and motors and Barney’s Pumps Inc. is the only known authorized supplier that has these units.

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

Section 1. The foregoing preamble is hereby incorporated by reference, and the City Commission hereby authorizes the sole source purchase of high service pumps and motors for Water Plant #2 from Barney’s Pumps Inc., the sole source distributor of the high service pumps and motors and that these findings support a sole source purchase without competitive bidding.

Section 2. The execution of the purchase agreement per the quote attached hereto as Exhibit “A” is hereby authorized.

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

PASSED AND DULY ADOPTED this 4th day of December, 2023.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessey, City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney

QUOTATION

Barney's Pumps Inc.
PO Box 3529
Lakeland, FL 33802
(904) 260-0669
Jacksonville

QUOTE NUMBER	
1007981	
QUOTE DATE	Page
10/12/2023	1 of 2

Quote Expires On: 11/11/2023

Quoted by: JXCHELSIE

Bill To:

City of Deland
120 S Florida Avenue
Deland, FL 32720

386-626-7000

Ship To:

City of Deland
120 S Florida Avenue
Deland, FL 32720

Requested By: Accounts Payable

Customer ID: 10735

Destination Country:

PO Number					Terms	Freight Code	Job Name		
					Net 30	Freight Allowed	Aurora replacement 97-08843		
Quantities					Item ID			Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.	Item Description				

Order Note: Lead Time estimated to be 20-24 weeks

3	0	3 EA			PUMP	EA	77,800.0000	233,400.00
			1.0		Pump	1.0		
					Aurora 413 6x8x18B N400361-1 Vertical, single-stage, split case, flexible coupled pump, 1200RPM, Right hand rotation, NFS-61 Certified for potable water, Alpha nickel aluminum bronze impeller, 15.50", 40hp @ 1200 RPM, 3PH, 230/460V, 364HP Frame TEFC			

233,400 ÷ 3 =
\$77,800.00

QUOTATION



Barney's Pumps Inc.
PO Box 3529
Lakeland, FL 33802
(904) 260-0669
Jacksonville

QUOTE NUMBER	
1007981	
QUOTE DATE	Page
10/12/2023	2 of 2

Quote Expires On: 11/11/2023

Quoted by: JXCHELSIE

Quantities					Item ID	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.	Item Description		

Total Lines: 3

SUB-TOTAL: 233,400.00

TAX: 0.00

AMOUNT DUE: 233,400.00

U.S. Dollars

Thank you for the opportunity to earn your business.

Prices quoted are firm for 30 days (unless otherwise noted), then subject to adjustment to agree with prices at time of shipment and subject to any tax required by law. Lead time and/or ship dates are estimates only and are based on the information available at the time of quotation. Please note that these times/dates are subject to change. If shop drawings are required for approval, please request them from our office.

Order processed per Barney's Pumps standard terms and conditions of sale, and all terms and conditions of Barney's Pumps Terms of Sale & Warranty are incorporated herein by this reference as if fully set herein. Please visit <https://www.barneypumps.com/legal.html>

All shipments are F.O.B origin.

SIGN BELOW AND RETURN TO AUTHORIZE ORDER.

PRINT NAME

SIGNATURE

DATE



Barney's Pumps Terms of Sale & Warranty

1. This document is fully incorporated in the Credit Agreement (the "Agreement") signed by Customer, and is a binding contract between Barney's Pumps, Inc. ("Barney's Pumps") and the Customer executing the Credit Agreement which shall apply to all purchases by the above referenced Customer or its agents after the date of the Agreement. This document is also fully incorporated into any quote or invoice it is sent with or attached to. **Barney's Pumps expressly conditions its acceptance of any offer or purchase order from Customer on Customer's acceptance of only these Terms of Sale & Warranty expressly provided herein, and Customer agrees that any additional or different terms and conditions that may be attempted or purported to be imposed by the Customer on Barney's Pumps shall not apply to any transaction between Barney's Pumps and the Customer. Customer agrees and acknowledges that Barney's Pumps is unwilling to conduct business at all with Customer except for Customer's agreement to only these Terms of Sale & Warranty contained herein and nothing else unless such additional or different terms are agreed to in a subsequent writing by Barney's Pumps.**
2. Quoted prices do not include any taxes and are valid for thirty (30) days from the date of Barney's Pumps' proposal unless otherwise noted on the proposal. If the proposal is not unconditionally accepted, in writing, within that timeframe, Barney's Pumps may modify pricing.
3. Customer's payment terms are net 30 days from invoice date unless Barney's Pumps states other payment terms in writing signed by Barney's Pumps. The Customer shall pay a finance charge of 18% per annum, or the highest rate permitted by law, whichever is lower, on all delinquent accounts. If it becomes necessary for us to employ an attorney or to bring suit to recover any amount, the Purchaser agrees to pay all of our court costs, legal expenses, and reasonable attorney's fees in connection therewith. These remedies are not in lieu of any other remedies so provided by applicable law. The Customer agrees that any credit extended by Barney's Pumps is for business purposes only, and not for personal, family, or household purposes.
4. Shipping and shop drawing production schedules are estimates based on current market conditions; they are subject to revision. We will not be liable or responsible for any delays caused by late shipment to us, or by any other matters beyond our control (Force Majeure) either in whole or in part. The Customer hereby releases Barney's Pumps for all damages for delays caused, whether in whole or in part, by third parties. Customer agrees that if a third party caused or contributed to any delay, Customer releases Barney's Pumps completely for any damages caused by that delay, including any liquidated damages. Barney's Pumps shall only be liable for liquidated damages if Barney's agrees to such in writing.
5. If requested, shop drawings will be provided for submittal, review and approval to ensure that you, our customer, can be sure that Barney's Pumps has the correct perception of what you require. Any order where shop drawings are provided is contingent upon the approval of those shop drawings that, when approved, shall become the only specifications for the materials, goods, and/or services you wish to purchase. Barney's Pumps cannot and does not warrant, guarantee or represent that materials/goods/services are suitable for any particular purpose nor does Barney's Pumps warrant, guarantee or represent that the materials/goods/services will be or have been approved for use by any other party. The customer is not authorized to rely on any warranty or representation by Barney's Pumps not contained in this document or otherwise provided in writing, and any reliance on anything else shall be deemed unreasonable by the Customer.
6. Purchaser must inspect all materials/goods for damage or shortage at the time of delivery. Claims for non-conforming materials/goods, whether for damage, shortage or otherwise, must be given in writing at the time of delivery to the carrier, and we must be notified in writing of any such claim within five (5) days of the date of delivery. If Customer does not provide written notice of any issue with the materials/goods delivered within five (5) days after the date of delivery, then Customer shall be conclusively deemed to have accepted the materials/goods, and waives any right to complain regarding the quality of the materials/goods and any defects or non-conformance, whether patent or latent. Once the materials and/or goods are accepted, the Customer waives any right to revoke acceptance, whether in whole or in part. These waivers will be enforceable despite any contrary course of performance or course of dealing between the parties hereto. After the five (5) day period mentioned above, materials/goods may not be returned to Barney's Pumps without its written consent and will be subject to a restocking charge plus any freight costs involved.
7. For Specially Manufactured Goods: If Customer orders any goods that must be specially manufactured under specific specifications from the Customer, then the Customer shall not have the ability to cancel any order for such specially manufactured goods once production starts on the goods. Once procurement or production starts on said goods, Customer shall be fully liable for the purchase price of said goods, unless Barney's Pumps agrees otherwise in writing. Customer agrees that any cancellation of production or manufacturing of the specially manufactured goods may result in a cancellation fee to Barney's Pumps, which shall be borne solely by Customer. However, the express warranties below shall still apply to the goods if completed goods are delivered to and accepted by Customer.
8. With respect to materials/goods manufactured by Barney's Pumps, including Unitron Controls® and/or Sci-Text® control panels, we warrant said materials/goods only if the Customer is the original purchaser, and only against

defects in workmanship and material, subject to the limitations described below. The warranty period shall be the lesser of one year from startup or eighteen (18) months from date of shipment. It is the original purchaser's responsibility to ensure that the equipment is properly lubricated and that electrical components used in the control panels are free from rust and operate properly prior to start-up. This warranty does not apply to damage resulting from accident, alteration, misuse or abuse. We warrant to the original purchaser that any part which proves to be defective in material or workmanship will be repaired or replaced at no charge with a new or remanufactured part, F.O.B. Lakeland, Florida. The Customer shall assume all responsibility and expense for removal, reinstallation, and freight to and from Lakeland, Florida. Any item designated as manufactured by others shall be covered only by the express warranty of the manufacturer thereof, if any. Parts of products, or accessories, manufactured by third parties are warranted only to the extent of the original manufacturer's express warranty, if any. In order for this express warranty to be valid and enforceable, Customer shall give Barney's Pumps a written notice within the warranty period above and shall give Barney's Pumps a reasonable opportunity to inspect the materials/goods alleged to be defective, as well as the installation and use thereof. If written notice is not received by Barney's Pumps within the warranty period, any warranty is deemed waived.

9. Service, Repair and Maintenance Work: From time to time, Barney's Pumps may perform service, repair and maintenance work for the Customer on materials/goods purchased by the Customer and/or provide training to Customer concerning said materials/goods. For all repair and maintenance work performed by Barney's Pumps at Barney's Pumps facility, Barney's Pumps warrants said repair and maintenance work against defects in material and workmanship only for the ninety (90) days from the date of completion of said repair and maintenance work. For service, repair and maintenance in the field and for training to customers, Barney's Pumps warrants only that said service, repair and maintenance and field training shall be free from defects in materials and workmanship for ninety (90) days following the date of completion of said services. In order for this express warranty to be valid and enforceable, Customer shall give Barney's Pumps a written notice within the warranty period above and shall give Barney's Pumps a reasonable opportunity to inspect the materials/goods repaired as well as the installation and use thereof. If written notice is not received by Barney's Pumps within the warranty period, the warranty shall be waived by Customer.
10. Customer acknowledges and agrees that any UNITRON CONTROLS®, SCI-TEXT®, or other software provided by BARNEY'S PUMPS in connection with any hardware or control panel products is provided under license, and not sold, to Customer. Customer does not acquire any ownership interest in the software and Barney's Pumps reserves all right, title, and interest in and to the software and all intellectual property rights arising therefrom. Subject to and conditioned upon Customer's strict compliance with the terms of this Agreement, Barney's Pumps hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable limited scope license to use such software in conjunction and only with the hardware specifically provided by Barney's Pumps. Barney's Pumps reserves all rights in the software not expressly granted herein.
11. All drawings, specifications, designs, plans and other documents (including without limitation those in electronic form) prepared by Barney's Pumps (collectively the "Plans and Specifications") are property of Barney's Pumps. Barney's Pumps is and shall be deemed the author and owner of the Plans and Specifications. Barney's Pumps retains all common law, statutory and other rights thereto, including without limitation all copyrights. Customer hereby assigns to Barney's Pumps any interest Customer has or may have in the Plans and Specifications, and otherwise expressly disclaims and waives any right and/or claim of ownership in and to the Plans and Specifications.
12. **EXCLUSION OF ALL OTHER WARRANTIES: THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. ALL OTHER IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY, OR THAT ANY UNITRON CONTROLS®, SCI-TEXT®, OR OTHER SOFTWARE PROVIDED IN CONNECTION WITH A CONTROL PANEL WILL BE SECURE, UNINTERRUPTED, ERROR-FREE, OR SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO ANY PRODUCTS PURCHASED FROM BARNEY'S PUMPS, INCLUDING MATERIALS OR GOODS PRODUCED OR MANUFACTURED BY BARNEY'S PUMPS, OR ANY PARTS INCORPORATED INTO ANY BARNEY'S PUMPS PRODUCT. THE MATERIALS/GOODS SOLD BY BARNEY'S PUMPS TO THE CUSTOMER ARE SOLD AND DELIVERED "AS IS" AND "WITH ALL FAULTS."**
13. UNDER NO CIRCUMSTANCES SHALL BARNEY'S PUMPS BE LIABLE TO THE CUSTOMER FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE AND HOWEVER OCCASIONED, WHETHER ALLEGED AS A RESULT OF BREACH OF WARRANTY OR CONTRACT BY BARNEY'S PUMPS, AS A RESULT OF THE NEGLIGENCE OF BARNEY'S PUMPS, OR OTHERWISE. BARNEY'S PUMPS AND THE CUSTOMER AGREE THAT THE SOLE AND EXCLUSIVE REMEDY AGAINST BARNEY'S PUMPS REGARDING GOODS AND/OR MATERIALS PROVIDED BY OR DELIVERED BY BARNEY'S PUMPS SHALL BE FOR THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART PURSUANT TO THE EXPRESS WARRANTY PROVISIONS HEREIN.

14. This Agreement constitutes the entire agreement between the Customer and Barney's Pumps. This Agreement takes precedence and shall be controlling over any conflicting provision in all other writings, whether agreed upon by the Customer and/or Barney's Pumps, or otherwise, including any purchase order from Customer. Furthermore, Customer agrees that any indemnification or hold harmless provision in any document provided to Barney's Pumps by the Customer is not accepted by Barney's Pumps unless Barney's Pump's consents in writing to said provision(s). THE CUSTOMER AGREES THAT ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT OR WARRANTY, EXPRESS OR IMPLIED, NOT INCLUDED IN WRITING IN THIS AGREEMENT SHALL NOT BE BINDING ON BARNEY'S PUMPS, AND ANY RELIANCE BY THE CUSTOMER ON ANYTHING OTHER THAN THE WRITING CONTAINED HEREIN IS UNREASONABLE.
15. If any provision of this Agreement is held to be illegal, invalid, or otherwise unenforceable under present or future laws, such provision shall be fully severable, the same as if such invalid or unenforceable provision had never comprised part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.
16. The fact that Barney's Pumps may have initially drafted or structured this Agreement shall not be considered in construing any particular provision herein either in favor of or against Barney's Pumps or the Customer.
17. As to each person signing and/or accepting this Agreement on behalf of a corporation or other entity, each such person represents and warrants that he or she is competent and authorized to enter into this Agreement.
18. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida only, regardless of any principles of conflicts of laws. Exclusive venue and jurisdiction for any claims, causes of action or disputes between the Customer and Barney's Pumps shall be vested in the appropriate state court in Polk County, Florida.
19. **THE CUSTOMER AND BARNEY'S PUMPS HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY ON ANY DISPUTE ARISING BETWEEN THEM.**



James A. Miller
Engineered Account Manager

PENTAIR FLOW TECHNOLOGIES
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Jim.miller@pentair.com
3925 North I-10 Service Road
Suite 109K
Metairie, La 70002
United States

October 3, 2023

Subject: Aurora
Authorized Municipal Distributor

To whom it may concern,

Thank you for your recent inquiry regarding Aurora & Layne Verti-Line pumps. Barney's Pumps, Inc. is the sole authorized distributor serving the municipal market in the state of Florida (exclusive of the panhandle counties west of the Apalachicola River).

Barney's Pumps maintains a staff of factory trained individuals, inventory and shop facilities to support their exclusive geographical territory. They are the sole facility authorized to provide new pumps, replacement OEM parts, warranty and non-warranty service and repair for our products, which are manufactured by Pentair Flow Technologies in their North Aurora Ill. facility. Products manufactured in our North Aurora facility include but not limited to vertical turbines, split case pumps, end suction pumps, vertical end line pumps.

They have locations in Lakeland (863) 665-8500, Coral Springs (954) 346-0669 and Jacksonville (904) 260-0669 to support the Florida municipal market. If I can be of further assistance, please contact me at 504-491-0320

Sincerely,

James A. Miller

James A. Miller
Engineered Account Manager

CITY OF DELAND
Request for Commission Action
December 4, 2023

SUBJECT: Consideration re Professional Services Agreement for Utility Engineering Services with Freese and Nichols.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: Agreement

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

SUMMARY/HIGHLIGHT:

At their November 6, 2023 meeting, the City Commission approved the final ranking recommendation of the Utility Engineering Consultants by Selection Committee and authorized staff to negotiate a continuing utility engineering service contract with Freese & Nichols. Following that meeting, staff began negotiations with this firm. The attached agreement is a result of these negotiations.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Approval of this Professional Services Agreement will not, in and of itself, have a fiscal impact. Task assignments authorized by the Commission in accordance with the general terms and conditions of this agreement will include significant fees for professional services.

RECOMMENDATION:

Staff recommends the City Commission approve the Professional Services Agreement between Freese & Nichols and the City of DeLand for continuing utility engineering services.

BACKGROUND/DISCUSSION:

N/A

AGREEMENT FOR CONSULTING SERVICES FOR CITY OF DELAND

THIS AGREEMENT, made this 20th day of November, 2023 is by and between the City of DeLand, a Florida municipality ("City"), whose address is 120 South Florida Avenue, DeLand, Florida 32720, and Freese and Nichols, Inc., a foreign profit corporation, authorized to do business in the State of Florida ("Consultant"), whose address is 801 Cherry Street, Suite 2800, Fort Worth, TX 76102 (collectively the "Parties").

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Consultant covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made a part of this Agreement:

(1) Solicitation No. RFQ-23-02, including any and all addenda, prepared by the City of DeLand ("Exhibit A").

(2) The fee/cost schedule ("Exhibit B").

II. SCOPE

This is a continuing contract entered into pursuant to Florida law. The Consultant is a professional services firm that will perform work within the Consultant's profession when requested to do so by the City. Generally, when the City assigns work to the Consultant, the Consultant will prepare a task order or other similar document that describes the work to be completed and which will provide either a set fee or a not-to-exceed fee for that task. No work shall be performed by Consultant except upon written approval of the City. All such work to be performed by the Consultant is referred to herein as the ("Work").

III. TERM OF AGREEMENT

The initial contract period shall commence on December 1, 2023, and shall end on September 30, 2028. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds. The City will have the option to renew this contract for up to two (2) terms of one (1) year each, by providing Consultant written notice thereof. Such notice must be provided at least 60 days before the end of current term, unless such notice requirement is waived by Consultant.

IV. COMPENSATION

The Consultant agrees to provide the services in the Contract Documents at the costs specified in Exhibit B.

V. METHOD OF BILLING AND PAYMENT

Consultant may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy is due within fifteen (15) days of the end of the month. Invoices shall designate the nature of the services performed.

City shall pay Consultant within forty-five (45) days of receipt of Consultant's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Consultant to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Consultant shall protect and defend at Consultant's expense, counsel being subject to the City's approval, which shall not be unreasonably withheld, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Consultant or by any officer, employee, agent, invitee, sub-consultant, or sublicensee of the Consultant. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due to Consultant from City under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Consultant shall protect and defend at Consultant's expense, counsel being subject to the City's approval, which shall not be unreasonably withheld, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees

and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Consultant's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Consultant uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective sixty (60) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Consultant's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the Work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Consultant at least sixty (60) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Consultant shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Consultant acknowledges and agrees that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Consultant, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Consultant at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Consultant is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Consultant, at the Consultant's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Consultant. The Consultant shall provide the City a certificate of insurance evidencing such coverage. The Consultant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Consultant shall not be interpreted as limiting the Consultant's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Consultant for assessing the extent or determining appropriate types and limits of coverage to protect the Consultant against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 combined single limit per occurrence.

Policy must include coverage for Contractual Liability.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Professional Liability Coverage

Coverage must be afforded in an amount not less than \$2,000,000 per claim.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit per occurrence.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with

Florida Statute. 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 Consultant must be in compliance with all applicable State and federal workers' compensation laws.

Insurance Certificate Requirements

- a. The Consultant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Consultant shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Consultant shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation and professional liability.

The Certificate Holder should read as follows:

City of DeLand
120 South Florida Avenue
DeLand, FL 32720

The Consultant has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Consultant's expense.

If the Consultant's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Consultant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Consultant's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Consultant that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Consultant must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Consultant's insurance policies.

The Consultant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Consultant's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Consultant's responsibility to ensure that any and all of the Consultant's independent Consultants and sub-consultants comply with these insurance requirements. All coverages for independent Consultants and sub-consultants shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Consultant.

G. Environmental Health and Safety

Consultant shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Consultant shall comply, and shall secure compliance by its employees, agents, and sub-consultants, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Consultant.

H. Standard of Care

Consultant represents that it is qualified to perform the Work, that Consultant and its sub-consultants possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified Consultants under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Consultant disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Consultant, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Consultant shall be

withheld until Consultant delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Consultant and Consultant's sub-consultants that are related to this Agreement. Consultant shall keep, and Consultant shall cause Consultant's sub-consultants to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Consultant and Consultant's sub-consultants shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Consultant or Consultant's subConsultant, as applicable, shall make same available at no cost to City in written form.

Consultant and Consultant's sub-consultants shall preserve and make available, at reasonable times for examination and audit by City in Volusia County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Consultant and Consultant's sub-consultants' records, Consultant and Consultant's sub-consultants shall comply with all requirements thereof; however, Consultant and Consultant's sub-consultants shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Consultant shall, by written contract, require Consultant's sub-consultants to agree to the requirements and obligations of this Section.

The Consultant shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Consultant represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended or revised, which essentially provides that a person or affiliate who is a Consultant, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a Consultant, supplier, sub-consultant, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section

shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. Independent Consultant

Consultant is an independent contractor under this Agreement. Services provided by Consultant pursuant to this Agreement shall be subject to the supervision of the Consultant. In providing such services, neither Consultant nor Consultant's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Consultant or Consultant's agents any authority of any kind to bind City in any respect whatsoever.

M. Non-Waiver

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Consultant as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party, which shall not be unreasonably withheld. In addition, Consultant shall not subcontract any portion of the Work required by this Agreement. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Consultant of this Agreement or any right or interest herein without City's prior written consent.

Consultant represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Consultant shall perform Consultant's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Consultant's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Consultant engages any sub-consultant in the performance of this Agreement, Consultant shall ensure that all of Consultant's sub-consultants perform in accordance with the terms and conditions of this Agreement. Consultant shall be fully responsible for all of Consultant's sub-consultants' performance, and liable for any of Consultant's sub-consultants' non-performance and all of Consultant's sub-consultants' acts and omissions. Consultant shall defend at Consultant's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Consultant's sub-consultants for payment for work performed for City by any of such sub-

consultants, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Consultant's sub-consultants or by any of Consultant's sub-consultants' officers, agents, or employees. Consultant's use of sub-consultants in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Consultant nor any of Consultant's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to Consultant's performance under this Agreement.

Consultant further agrees that none of Consultant's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Consultant is not a party, unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this Section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Consultant is permitted pursuant to this Agreement to utilize sub-consultants to perform any services required by this Agreement, Consultant agrees to require such sub-consultants, by written contract, to comply with the provisions of this Section to the same extent as Consultant.

P. Time of the Essence

Time is of the essence in this Agreement. By signing, Consultant affirms that it has work force and the ability to perform all Work in a timely manner.

Q. Materiality and Waiver of Breach

City and Consultant agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Consultant shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Consultant's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Consultant pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to Consultant for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Consultant pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2022), as may be amended or revised.

To the maximum extent permitted by applicable law, Consultant shall not be liable for any incidental or consequential damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of: goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data); or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventh Judicial Circuit in and for Volusia County, Florida, or in the event of federal jurisdiction, in the Middle District of Florida, Orlando Division. THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor and/or City Manager, as determined by City Charter and Ordinances, and Consultant or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Consultant waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Consultant will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with

respect thereto during the period of the Force Majeure;

2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Consultant will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

The Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Consultant is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes, as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA 32720, PHONE: 386-626-7130, EMAIL: HENNESSY@DELAND.ORG

Consultant shall comply with public records laws, and Consultant shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City 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 Chapter 119, Florida Statutes, as may be amended or revised, or as otherwise provided by law.
3. 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 City.

4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, 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 Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

CC. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes, as may be amended or revised, the Consultant and its sub-consultants shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Consultant shall require each of its sub-consultants, if any, to provide the Consultant with an affidavit stating that the sub-consultant does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of the sub-consultant's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Consultant, or any sub-consultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The City, upon good faith belief that a sub-consultant knowingly violated the provisions of Section 448.095(2), Florida Statutes, as may be amended or revised, but that the Consultant otherwise complied with Section 448.095(2), Florida Statutes, as may be amended or revised, shall promptly notify Consultant and order the Consultant to immediately terminate the contract with the sub-consultant, and the Consultant shall comply with such order.
4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes, as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, as may be amended or revised, the Consultant may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Consultant is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Consultant shall include in each of its subcontracts, if any, the requirements set forth in this Section 21, including this subparagraph, requiring any and all sub-consultants, as defined in Section 448.095(1)(j), Florida Statutes, as may be amended or revised, to include all of the requirements of this Section 21 in their subcontracts. Consultant shall be

responsible for compliance by any and all sub-consultants, as defined in Section 448.095(1)(j), Florida Statutes, as may be amended or revised, with the requirements of Section 448.095, Florida Statutes, as may be amended or revised.

DD. Security Breach

The Consultant agrees to provide electronic and physical security to personal information, as defined in Section 501.171, Florida Statutes, as may be amended or revised, ("Section 501.171"), that Consultant obtains in connection with this Agreement, in accordance with the standard set forth in Section 501.171. As provided in Section 501.171, the Consultant shall take reasonable measures to protect and secure data in electronic form containing personal information. The Consultant shall notify the City of any breach of security of a system maintained by the Consultant as expeditiously as practicable, but no later than 10 days following the determination of the breach of security or reason to believe the breach occurred. Such notification from the Consultant shall include all information that the City needs to comply with the notice requirements set forth in Section 501.171. The Consultant, as the City's third-party agent, as defined in Section 501.171, shall comply with and perform all of the requirements set forth in Subsections 501.171(3) and (4), Florida Statutes, as may be amended or revised, in the event the Consultant experiences a breach of security involving unauthorized access of data in electronic form containing personal information obtained in connection with this Agreement. In addition to complying with Subsections 501.171 (3) and (4), Florida Statutes, as may be amended or revised, the Consultant shall provide or cause to be provided credit monitoring, identity theft protection, and a call center for affected persons, and shall perform other functions and services as required by law. Consultant shall ensure that the City is in compliance with all laws, rules, and regulations governing any breach or potential breach of security of a system maintained by the Consultant.

IN WITNESS WHEREOF, the City and the Consultant execute this Contract as follows:

FREESE AND NICHOLS, INC.

CITY OF DELAND

By: _____
Printed Name: _____
Title: _____

By: _____
Christopher M. Cloudman, Mayor

Date Executed: _____

Date Executed: _____

ATTEST:

By: _____
Julie A. Hennessy, City Clerk

EXHIBIT A



City of DeLand

REQUEST FOR QUALIFICATIONS

RFQ-23-02

Utility Engineering & Surveying Services

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



CITY OF DELAND
NOTICE TO BIDDERS
RFQ-23-02

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 2:00 P.M. on September 6, 2023 and will open the submitted bids in the Commission Chambers, first floor, immediately following the submittal closing time for the following:

"Utility Engineering & Surveying 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. Questions shall be directed to the office of the Purchasing Manager, Corey McMillen at 386-626-7078 or by email at mcmillenc@deland.org or Purchasing@deland.org.

A handwritten signature in blue ink, appearing to read 'Michael Pleus', with a stylized flourish at the end.

Michael Pleus
City Manager

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- II. RECORD INFORMATION AND SITE VIEWING EVALUATION OF PROPOSALS
- III. SPECIAL TERMS AND CONDITIONS OF THE SOLICITATION
- IV. SUBMITTAL REQUIREMENTS
- V. EVALUATION CRITERIA

REQUEST FOR QUALIFICATIONS (RFQ)

RFQ-23-02

Utility Engineering & Surveying Services

I. PURPOSE, SCOPE OF SERVICES

The City of DeLand hereby solicits Requests for Qualification from qualified firms that are interested in providing Professional Utility Engineering and Surveying Services for various City projects. Firms shall submit individual proposals for each category.

The City is interested in establishing multi-year continuing engineering and surveying professional services contracts with one or more professional engineering and surveying firms to provide planning, design, permitting and construction phase Utility Engineering and Surveying Services for projects related to City of DeLand infrastructure, Water & Wastewater Treatment Plants and other facilities. 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 water, wastewater and reclaimed water facilities similar to those currently owned and contemplated in the future by the City of DeLand which includes but not limited to potable water/reclaimed water main design and permitting, BMAP requirements, MFL issues, wells, water quality, wellfields, water plants and treatment, Consumptive Use Permits, PFOS and Lead and copper regulations.
- 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
- Experience in obtaining and renewing permits from all applicable regulatory agencies
- Construction Engineering Inspection (CEI) and Administration experience on municipal utility projects
- Experience in obtaining and supporting SRF, SJRWMD, FDEP and other grants and loans
- Provide surveying services which includes but not limited to topographic, boundary, platting, and all other necessary land surveying tasks, as specified by the City.

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 a minimum of the three (3) 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). The Negotiating Committee will then negotiate with the top-ranked 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 **Utility Engineering & Surveying Services** will be received until **2:00 PM on September 6, 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 Commission 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 Manager, (386) 626-7078; e-mail mcmillenc@deland.org and purchasing@deland.org.

TIMELINE

Event	Date
Solicitation Date	August 14, 2023
Pre-Proposal Meeting	N/A
Question Deadline	August 30, 2023 @ 5:00 P.M.
Submission Deadline	September 6, 2023 @ 2:00 P.M.

II. RECORD INFORMATION AND SITE VIEWING

Complete package is available on DemandStar® (<https://www.demandstar.com>) & VendorLink <https://www.myvendorlink.com/common/default.aspx>.

You may also contact the Purchasing Manager's office at:

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

III. 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.

IV. 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 five (5) 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: Letter of 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 8 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 4: 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 5: Required Proposal Forms

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

V. 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, Experience, and Design Approach 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, design-build and construction management at risk (CMAR) 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 through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: _____

Signature of Individual

Printed Name of Individual

Title of Individual

Signed, sealed and delivered in the presence of:

Witness

Witness

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 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)

CITY OF DeLAND
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

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

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
- (4) In the statement specified in subsection one (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

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

Business Name

Bid Number and Name

Authorized Representative's Signature

Date

Name

Position

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:

<u>Position</u>	<u>Hourly Rate</u>
Professional 1	146
Professional 2	174
Professional 3	197
Professional 4	228
Professional 5	264
Professional 6	303
Construction Manager 1	125
Construction Manager 2	156
Construction Manager 3	167
Construction Manager 4	210
Construction Manager 5	252
Construction Manager 6	288
Construction Representative 1	113
Construction Representative 2	125
Construction Representative 3	156
Construction Representative 4	167
CAD Technician/Designer 1	124
CAD Technician/Designer 2	160
CAD Technician/Designer 3	196
Corporate Project Support 1	118
Corporate Project Support 2	141
Corporate Project Support 3	188
Intern / Coop	73
Senior Advisor	175

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$200
<u>Technology Charge</u>	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
\$8.50 per hour	Bond	\$0.25	\$0.75	Microscope (each) \$150
	Glossy / Mylar	\$0.75	\$1.25	Pressure Recorder (per day) \$100
	Vinyl / Adhesive	\$1.50	\$2.00	Ultrasonic Thickness Guage (per day) \$275
				Coating Inspection Kit (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Flushing / Cfactor (each) \$500
	Binding (per binding)	\$0.25		Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

Last updated 2023.

Freese and Nichols, Inc. - Professional Level Breakdown

City of DeLand - Civil Engineering Services

Professional Level	Engineer	Env. Scientist	Architect	Planner	Hydrologist	Program Mang.	GIS	Designer
1		I-III	I-II	I-III	I-III		I-III	
2	I-III		III	IV	IV		IV	I
3*	IV	IV	IV		V	I	V	II
4	V	V-VI	V	V				SENIOR
5	VI	VII	VI	VI	VI			
6	VII-VIII	VIII	VII	VII-VIII		II		

* Professional Licensing is usually required beginning at this level.

Oct-23

CITY OF DELAND
Request for Commission Action
December 4, 2023

SUBJECT: Consideration re Professional Services Agreement for Utility Engineering Services with Mead and Hunt.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: Agreement

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

SUMMARY/HIGHLIGHT:

At their November 6, 2023 meeting, the City Commission approved the final ranking recommendation of the Utility Engineering Consultants by Selection Committee and authorized staff to negotiate a continuing utility engineering services contract with Mead & Hunt. Following that meeting, staff began negotiations with this firm. The attached agreement is a result of these negotiations

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Approval of this Professional Services Agreement will not, in and of itself, have a fiscal impact. Task assignments authorized by the Commission in accordance with the general terms and conditions of this agreement will include significant fees for professional services.

RECOMMENDATION:

Staff recommends the City Commission approve the Professional Services Agreement between Mead & Hunt and the City of DeLand for continuing utility engineering services.

BACKGROUND/DISCUSSION:

N/A

AGREEMENT FOR CONSULTING SERVICES FOR CITY OF DELAND

THIS AGREEMENT, made this 20th day of November, 2023 is by and between the City of DeLand, a Florida municipality ("City"), whose address is 120 South Florida Avenue, DeLand, Florida 32720, and Mead & Hunt, Inc., a Foreign profit corporation, authorized to do business in the State of Florida ("Consultant"), whose address is 4401 Eastport Park Way, Port Orange, FL 32127 (collectively the "Parties").

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Consultant covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made a part of this Agreement:

(1) Solicitation No. RFQ-23-02, including any and all addenda, prepared by the City of DeLand ("Exhibit A").

(2) The fee/cost schedule ("Exhibit B").

II. SCOPE

This is a continuing contract entered into pursuant to Florida law. The Consultant is a professional services firm that will perform work within the Consultant's profession when requested to do so by the City. Generally, when the City assigns work to the Consultant, the Consultant will prepare a task order or other similar document that describes the work to be completed and which will provide either a set fee or a not-to-exceed fee for that task. No work shall be performed by Consultant except upon written approval of the City. All such work to be performed by the Consultant is referred to herein as the ("Work").

III. TERM OF AGREEMENT

The initial contract period shall commence on December 1, 2023, and shall end on September 30, 2028. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds. The City will have the option to renew this contract for up to two (2) terms of one (1) year each, by providing Consultant written notice thereof. Such notice must be provided at least 60 days before the end of current term, unless such notice requirement is waived by Consultant.

IV. COMPENSATION

The Consultant agrees to provide the services in the Contract Documents at the costs specified in Exhibit B.

V. METHOD OF BILLING AND PAYMENT

Consultant may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy is due within fifteen (15) days of the end of the month. Invoices shall designate the nature of the services performed.

City shall pay Consultant within forty-five (45) days of receipt of Consultant's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Consultant to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Consultant shall protect and defend at Consultant's expense, counsel being subject to the City's approval, which shall not be unreasonably withheld, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Consultant or by any officer, employee, agent, invitee, sub-consultant, or sublicensee of the Consultant. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due to Consultant from City under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Consultant shall protect and defend at Consultant's expense, counsel being subject to the City's approval, which shall not be unreasonably withheld, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees

and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Consultant's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Consultant uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective sixty (60) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Consultant's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the Work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Consultant at least sixty (60) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Consultant shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Consultant acknowledges and agrees that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Consultant, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Consultant at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Consultant is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Consultant, at the Consultant's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Consultant. The Consultant shall provide the City a certificate of insurance evidencing such coverage. The Consultant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Consultant shall not be interpreted as limiting the Consultant's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Consultant for assessing the extent or determining appropriate types and limits of coverage to protect the Consultant against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 combined single limit per occurrence.

Policy must include coverage for Contractual Liability.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Professional Liability Coverage

Coverage must be afforded in an amount not less than \$2,000,000 per claim.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit per occurrence.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with

Florida Statute. 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 Consultant must be in compliance with all applicable State and federal workers' compensation laws.

Insurance Certificate Requirements

- a. The Consultant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Consultant shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Consultant shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims- made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation and professional liability.

The Certificate Holder should read as follows:

City of DeLand
120 South Florida Avenue
DeLand, FL 32720

The Consultant has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Consultant's expense.

If the Consultant's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Consultant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Consultant's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Consultant that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Consultant must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Consultant's insurance policies.

The Consultant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Consultant's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Consultant's responsibility to ensure that any and all of the Consultant's independent Consultants and sub-consultants comply with these insurance requirements. All coverages for independent Consultants and sub-consultants shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Consultant.

G. Environmental Health and Safety

Consultant shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Consultant shall comply, and shall secure compliance by its employees, agents, and sub-consultants, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Consultant.

H. Standard of Care

Consultant represents that it is qualified to perform the Work, that Consultant and its sub-consultants possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified Consultants under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Consultant disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Consultant, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Consultant shall be

withheld until Consultant delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Consultant and Consultant's sub-consultants that are related to this Agreement. Consultant shall keep, and Consultant shall cause Consultant's sub-consultants to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Consultant and Consultant's sub-consultants shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Consultant or Consultant's subConsultant, as applicable, shall make same available at no cost to City in written form.

Consultant and Consultant's sub-consultants shall preserve and make available, at reasonable times for examination and audit by City in Volusia County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Consultant and Consultant's sub-consultants' records, Consultant and Consultant's sub-consultants shall comply with all requirements thereof; however, Consultant and Consultant's sub-consultants shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Consultant shall, by written contract, require Consultant's sub-consultants to agree to the requirements and obligations of this Section.

The Consultant shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Consultant represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended or revised, which essentially provides that a person or affiliate who is a Consultant, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a Consultant, supplier, sub-consultant, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section

shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. Independent Consultant

Consultant is an independent contractor under this Agreement. Services provided by Consultant pursuant to this Agreement shall be subject to the supervision of the Consultant. In providing such services, neither Consultant nor Consultant's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Consultant or Consultant's agents any authority of any kind to bind City in any respect whatsoever.

M. Non-Waiver

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Consultant as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party, which shall not be unreasonably withheld. In addition, Consultant shall not subcontract any portion of the Work required by this Agreement. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Consultant of this Agreement or any right or interest herein without City's prior written consent.

Consultant represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Consultant shall perform Consultant's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Consultant's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Consultant engages any sub-consultant in the performance of this Agreement, Consultant shall ensure that all of Consultant's sub-consultants perform in accordance with the terms and conditions of this Agreement. Consultant shall be fully responsible for all of Consultant's sub-consultants' performance, and liable for any of Consultant's sub-consultants' non-performance and all of Consultant's sub-consultants' acts and omissions. Consultant shall defend at Consultant's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Consultant's sub-consultants for payment for work performed for City by any of such sub-

consultants, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Consultant's sub-consultants or by any of Consultant's sub-consultants' officers, agents, or employees. Consultant's use of sub-consultants in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Consultant nor any of Consultant's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to Consultant's performance under this Agreement.

Consultant further agrees that none of Consultant's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Consultant is not a party, unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this Section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Consultant is permitted pursuant to this Agreement to utilize sub-consultants to perform any services required by this Agreement, Consultant agrees to require such sub-consultants, by written contract, to comply with the provisions of this Section to the same extent as Consultant.

P. Time of the Essence

Time is of the essence in this Agreement. By signing, Consultant affirms that it has work force and the ability to perform all Work in a timely manner.

Q. Materiality and Waiver of Breach

City and Consultant agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Consultant shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Consultant's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Consultant pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to Consultant for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Consultant pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2022), as may be amended or revised.

To the maximum extent permitted by applicable law, Consultant shall not be liable for any incidental or consequential damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of: goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data); or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventh Judicial Circuit in and for Volusia County, Florida, or in the event of federal jurisdiction, in the Middle District of Florida, Orlando Division. THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor and/or City Manager, as determined by City Charter and Ordinances, and Consultant or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Consultant waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Consultant will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with

respect thereto during the period of the Force Majeure;

2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Consultant will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

The Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Consultant is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes, as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA 32720, PHONE: 386-626-7130, EMAIL: HENNESSY@DELAND.ORG

Consultant shall comply with public records laws, and Consultant shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City 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 Chapter 119, Florida Statutes, as may be amended or revised, or as otherwise provided by law.
3. 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 City.

4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, 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 Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

CC. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes, as may be amended or revised, the Consultant and its sub-consultants shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Consultant shall require each of its sub-consultants, if any, to provide the Consultant with an affidavit stating that the sub-consultant does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of the sub-consultant's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Consultant, or any sub-consultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The City, upon good faith belief that a sub-consultant knowingly violated the provisions of Section 448.095(2), Florida Statutes, as may be amended or revised, but that the Consultant otherwise complied with Section 448.095(2), Florida Statutes, as may be amended or revised, shall promptly notify Consultant and order the Consultant to immediately terminate the contract with the sub-consultant, and the Consultant shall comply with such order.
4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes, as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, as may be amended or revised, the Consultant may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Consultant is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Consultant shall include in each of its subcontracts, if any, the requirements set forth in this Section 21, including this subparagraph, requiring any and all sub-consultants, as defined in Section 448.095(1)(j), Florida Statutes, as may be amended or revised, to include all of the requirements of this Section 21 in their subcontracts. Consultant shall be

responsible for compliance by any and all sub-consultants, as defined in Section 448.095(1)(j), Florida Statutes, as may be amended or revised, with the requirements of Section 448.095, Florida Statutes, as may be amended or revised.

DD. Security Breach

The Consultant agrees to provide electronic and physical security to personal information, as defined in Section 501.171, Florida Statutes, as may be amended or revised, ("Section 501.171"), that Consultant obtains in connection with this Agreement, in accordance with the standard set forth in Section 501.171. As provided in Section 501.171, the Consultant shall take reasonable measures to protect and secure data in electronic form containing personal information. The Consultant shall notify the City of any breach of security of a system maintained by the Consultant as expeditiously as practicable, but no later than 10 days following the determination of the breach of security or reason to believe the breach occurred. Such notification from the Consultant shall include all information that the City needs to comply with the notice requirements set forth in Section 501.171. The Consultant, as the City's third-party agent, as defined in Section 501.171, shall comply with and perform all of the requirements set forth in Subsections 501.171(3) and (4), Florida Statutes, as may be amended or revised, in the event the Consultant experiences a breach of security involving unauthorized access of data in electronic form containing personal information obtained in connection with this Agreement. In addition to complying with Subsections 501.171 (3) and (4), Florida Statutes, as may be amended or revised, the Consultant shall provide or cause to be provided credit monitoring, identity theft protection, and a call center for affected persons, and shall perform other functions and services as required by law. Consultant shall ensure that the City is in compliance with all laws, rules, and regulations governing any breach or potential breach of security of a system maintained by the Consultant.

IN WITNESS WHEREOF, the City and the Consultant execute this Contract as follows:

MEAD & HUNT, INC.

CITY OF DELAND

By: _____
Printed Name: _____
Title: _____

By: _____
Christopher M. Cloudman, Mayor

Date Executed: _____

Date Executed: _____

ATTEST:

By: _____
Julie A. Hennessy, City Clerk

EXHIBIT A



City of DeLand
REQUEST FOR QUALIFICATIONS

RFQ-23-02

Utility Engineering & Surveying Services

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



CITY OF DELAND
NOTICE TO BIDDERS
RFQ-23-02

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 2:00 P.M. on September 6, 2023 and will open the submitted bids in the Commission Chambers, first floor, immediately following the submittal closing time for the following:

"Utility Engineering & Surveying 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. Questions shall be directed to the office of the Purchasing Manager, Corey McMillen at 386-626-7078 or by email at mcmillenc@deland.org or Purchasing@deland.org.

A handwritten signature in blue ink, appearing to read "Michael Pleus", with a stylized flourish at the end.

Michael Pleus
City Manager

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- III. SPECIAL TERMS AND CONDITIONS OF THE SOLICITATION
- IV. SUBMITTAL REQUIREMENTS
- V. EVALUATION CRITERIA

REQUEST FOR QUALIFICATIONS (RFQ)

RFQ-23-02

Utility Engineering & Surveying Services

I. PURPOSE, SCOPE OF SERVICES

The City of DeLand hereby solicits Requests for Qualification from qualified firms that are interested in providing Professional Utility Engineering and Surveying Services for various City projects. Firms shall submit individual proposals for each category.

The City is interested in establishing multi-year continuing engineering and surveying professional services contracts with one or more professional engineering and surveying firms to provide planning, design, permitting and construction phase Utility Engineering and Surveying Services for projects related to City of DeLand infrastructure, Water & Wastewater Treatment Plants and other facilities. 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 water, wastewater and reclaimed water facilities similar to those currently owned and contemplated in the future by the City of DeLand which includes but not limited to potable water/reclaimed water main design and permitting, BMAP requirements, MFL issues, wells, water quality, wellfields, water plants and treatment, Consumptive Use Permits, PFOS and Lead and copper regulations.
- 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
- Experience in obtaining and renewing permits from all applicable regulatory agencies
- Construction Engineering Inspection (CEI) and Administration experience on municipal utility projects
- Experience in obtaining and supporting SRF, SJRWMD, FDEP and other grants and loans
- Provide surveying services which includes but not limited to topographic, boundary, platting, and all other necessary land surveying tasks, as specified by the City.

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 a minimum of the three (3) 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). The Negotiating Committee will then negotiate with the top-ranked 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 **Utility Engineering & Surveying Services** will be received until **2:00 PM on September 6, 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 Commission 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 Manager, (386) 626-7078; e-mail mcmillenc@deland.org and purchasing@deland.org.

TIMELINE

Event	Date
Solicitation Date	August 14, 2023
Pre-Proposal Meeting	N/A
Question Deadline	August 30, 2023 @ 5:00 P.M.
Submission Deadline	September 6, 2023 @ 2:00 P.M.

II. RECORD INFORMATION AND SITE VIEWING

Complete package is available on DemandStar® (<https://www.demandstar.com>) & VendorLink <https://www.myvendorlink.com/common/default.aspx>.

You may also contact the Purchasing Manager's office at:

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

III. 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.

IV. 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 five (5) 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: Letter of 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 8 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 4: 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 5: Required Proposal Forms

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

V. 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, Experience, and Design Approach 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, design-build and construction management at risk (CMAR) 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 through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: _____

Signature of Individual

Printed Name of Individual

Title of Individual

Signed, sealed and delivered in the presence of:

Witness

Witness

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 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)

CITY OF DeLAND
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

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

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
- (4) In the statement specified in subsection one (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

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

Business Name

Bid Number and Name

Authorized Representative's Signature

Date

Name

Position

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:

EXHIBIT B
MEAD & HUNT, Inc.
Municipal Billing Rate Schedule
Effective January 1, 2023

Standard Billing Rates

Clerical	\$82.00 / hour
Registered Land Surveyor	\$153.00 / hour
Technical Editor, Biologist	\$123.00 / hour
Technician I, Technical Writer, Administrative Assistant	\$101.00 / hour
Technician II, Surveyor - Instrument Person	\$123.00 / hour
Technician III	\$140.00 / hour
Technician IV	\$156.00 / hour
Senior Technician	\$171.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	\$137.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	\$155.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	\$168.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist.....	\$175.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	\$186.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner	\$201.00 / hour
Senior Associates, Principal	\$220.00 / hour

Expenses

Geographic Information or GPS Systems	\$105.00 / day
Total Station Survey Equipment	\$115.00 / day
<i>Charges for other equipment may appear in a proposal</i>	
Out-Of-Pocket Direct Job Expenses.....	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation.....	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2023.

CITY OF DELAND
Request for Commission Action
December 4, 2023

SUBJECT: Consideration re South Reclaim Pump Station Project Change Order No. 2.

DEPARTMENT: Utilities

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

ATTACHMENTS: Change Order No.2

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

SUMMARY/HIGHLIGHT:

The Utilities Department awarded the South Reclaim Pump Station and Reclaim Main Extension to McMahan Construction in May 2022 and NTP in August 2022. The project is currently still under construction due to some unforeseen issues that are still being addressed.

Previous change orders dealt with the substantial delay of 75 days due to hurricane events in 2022 that postponed the startup of the project due to flooded conditions and an unknown stormwater conflict on Aquarius Ave. The substantial completion of the job will occur in December 2023, but will only be able to run in-hand operations. A delayed telemetry panel box that will allow automatic controls will not be received until the first quarter of 2024, thus keeping the contract open.

A project to replace the 10-year-old carpets on the effluent diamond filters at the Wiley M. Nash WRF Facility was started six months ago with the purchase of replacement carpets for diamond filter #3. Recently, the replacement carpets for diamond filter #2 were delivered to the City. Staff has been unable to start on either one of the filters due to lack of available staff to dedicate to the project for several weeks per filter. Based on that, City Staff approached McMahan Construction to see if they had an interest/capability to take on this task while waiting to complete the South Reclaim Pump Station project. A proposal was received at the monthly progress meeting and discussion was held about the timing of getting it completed.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

Infrastructure

FISCAL IMPACT:

Approval of Change Order No. 2 will result in an additional expenditure of \$40,100 for the removal and replacement of the carpet on diamond filters #2 & #3 and an additional forty days to complete the work. Project Funds are available in the Utilities Enterprise Account to cover this additional expense, if needed. Savings in the current contract are anticipated to be used to cover this expense.

RECOMMENDATION:

Staff recommends that the City Commission approve Change Order No. 2, allowing McMahan Construction to

perform the work necessary to complete the removal and replacement of the diamond filter #2 & # 3 carpets located at the Wiley M. Nash WRF Facility.

BACKGROUND/DISCUSSION:

N/A

CHANGE ORDER NO. 2

Date: December 4, 2023

Project: WRF S. Reuse Pump Station

Contractor: McMahan Construction
P.O. Box 223
DeLand, FL, 32721

Description: Replace the filter cloth of the Aqua-Aerobic systems and Aqua Diamond filters of Chambers 2 and 3. An additional 40 days are required to complete this work.

ADJUSTED SCHEDULE OF CONTRACT COSTS

Original Contract Amount.....\$2,641,000.00

Change Order No. 1.....\$42,000.00

This Change Order No. 2.....\$40,100.00

Adjusted Contract Cost.....\$2,723,100.00

Adjusted Contract Time: 40 days are hereby added to this contract.

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.

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

Date

MCMAHAN CONSTRUCTION, INC

Dean Kellogg
President

Date

CITY OF DELAND, FLORIDA

Christopher M. Cloudman
Mayor - Commissioner

Date

ATTEST:

Julie Hennessy
City Clerk

Date

CITY OF DELAND
Request for Commission Action
December 4, 2023

SUBJECT: Resolution Approving Sole Source Purchase from Flock Group Inc.

DEPARTMENT: Police

PREPARED BY: Jason Umberger, Police Chief

ATTACHMENTS: Sole Source Resolution - Flock Safety, Flock Safety - Sole Source Letter 2023, Flock LPR Quote-Contract

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

SUMMARY/HIGHLIGHT:

The FY 2023-2024 budget includes funds to purchase four advanced license plate reader cameras (ALPR). Flock Safety's ALPR cameras and devices are a law enforcement grade system providing features such as vehicle fingerprint technology, cloud software, integrated audio gunshot detection, live video integration, and partnership with AXON for direct integration with Evidence.com.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government and Maintaining a Safe Community

SUSTAINABILITY:

Safety and Security

FISCAL IMPACT:

FY 23/24 cost is \$20,600 and the annual recurring cost is \$18,000.

RECOMMENDATION:

City staff recommends that the City Commission approve the proposed Sole Source Resolution.

BACKGROUND/DISCUSSION:

Currently, there are over 70 Flock license plate readers installed throughout Volusia County by both the county and numerous cities. Some of the devices that have been installed are on the geographical boundaries of the city proper. As a result of piggybacking off of other agencies, numerous arrests have been made, which include stolen vehicles, robbery, and homicides. While our limited access has shown to be productive, the cameras which are installed in the greater area do not service the high traffic areas within the City of DeLand. The installation of a series of LPR devices will act as a major force multiplier for the police department. The devices will constantly scan license plates and provide alerts to a predetermined criterion to include FCIC/NCIC data (stolen vehicles/wanted subjects) as well as data points such as vehicles of interest in criminal investigations. The data that would be captured by the cameras in the city would also be able to be shared with other agencies in our area.

While license plate reading technology (LPR) has been available on the market for many years, recent developments have allowed a dramatic decrease in price coupled with an increase in capability. The FLOCK

LPR system uses cellular and solar, allowing for a simple install, while previous models required a power connection as well as the internet. This allows the devices to be installed in locations that were previously unavailable to law enforcement. The visual appearance of the devices has also improved and in many cases people have compared their appearance to that of a sprinkler control device. Furthermore, the devices run on a CJIS approved platform which is maintained by FLOCK, and does not require any infrastructure on behalf of the IT department.

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 of DeLand Police Department needs to install vehicular patrol cameras with very particular specifications to meet law enforcement needs; and

WHEREAS, the DeLand Police Department uses AXON cameras and Evidence.com for storage and access of videos; and

WHEREAS, Flock Group, Inc. is the sole provider of software and hardware which integrates with the systems currently in use by the DeLand Police Department; and

WHEREAS, Flock Safety ALPR cameras and devices are a law enforcement grade system providing features such as vehicle fingerprint technology, cloud software, integrated audio and gunshot detection, live video integration, and partnership with AXON for direct integration with Evidence.com; and

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

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

Section 1. Legislative Findings and Intent.

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

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

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

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

Section 2. Sole Source Procurement.

(a). The City Commission hereby waives the City's competitive bidding requirement for the necessary purchase of cameras for law enforcement patrol cars from Flock Group, Inc.

(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 Flock Group, Inc.

(c). The attached invoice relating to the purchase of the Flock Safety ALPR Cameras as issued by Flock Group, Inc., is hereby incorporated herein as a substantive part of this Resolution and approved for payment.

Section 3. Implementing administrative actions.

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

Section 4. Savings.

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

Section 5. Conflicts.

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

Section 6. Severability.

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

Section 7. Effective Date.

This Resolution shall become effective immediately upon enactment.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney



Sole Source Letter for Flock Safety® ALPR Cameras and Solution

Flock Safety® is the sole manufacturer and developer of the Flock Safety® ALPR Camera. Flock Safety® is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety® ALPR Camera.

The Flock Safety® ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. Vehicle Fingerprint Technology®:

- Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
- Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo
- Flock Safety Falcon Flex™: an infrastructure-free, location-flexible license plate reader camera that is easy to self install. Flock Safety Falcon Flex™ ties seamlessly into the Flock Safety® ecosystem with a small and lightweight camera with the ability to read up to 30,000 license plates and vehicle attributes on a single battery charge

2. Integrated Cloud-Software & Hardware Platform:

- Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
- Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection

flock safety

- Utilizes motion capture to start and stop recording without the need for a reflective plate
 - Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
 - On device machine processing to limit LTE bandwidth consumption
 - Cloud storage of footage
 - Covert industrial design for minimizing visual pollution
3. Transparency & Ethical Product Design:
- One-of-a-kind “Transparency Portal” public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock Safety® system
 - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
 - Privacy controls to enable certain vehicles to “opt-out” of being captured
4. Integrated Audio & Gunshot Detection:
- Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)
5. Live Video Integration:
- Ability to apply computer vision to third-party cameras using Flock Safety Wing® LPR, transforming them to evidence capture devices using the same Vehicle Fingerprint technology offered on the Flock Safety Falcon® ALPR cameras
 - Flock Safety Wing® Livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
 - Manage various government intelligence including ALPR, livestream cameras, CAD, automatic vehicle location (AVL) on Flock Safety Wing® Suite
 - Ability to access live and recorded video using Flock Safety Condor™, a subscription video solution which allows officers to remotely view instant replay of downloadable live on-scene video with PTZ controls and 25X optical zoom without the need for additional camera network set-up, installation, or up-keep.
6. Partnerships:
- Flock Safety® is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com

flock safety

- Flock Safety® is the only LPR provider to be fully integrated into a dynamic network of AXON's Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety Falcon® cameras
- Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost

7. Warranty & Service:

- Lifetime maintenance and support included in subscription price
- Flock Safety® is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,



Garrett Langley CEO, Flock Safety®

Flock Safety + FL - DeLand PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Todd Troutman
todd.troutman@flocksafety.com
7703102987



EXHIBIT A
ORDER FORM

Customer: FL - DeLand PD
Legal Entity Name: FL - DeLand PD
Accounts Payable Email: mathisn@deland.org
Address: 219 W Howry Ave De Land, Florida 32720

Initial Term: 24 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$18,000.00
Flock Safety Flock OS			
FlockOS TM	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	4	Included
Flock Safety Falcon ® Flex	Included	1	Included
Flock Safety FlockOS Add Ons			
Flock Safety Advanced Search	\$2,500.00	1	\$2,500.00

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	4	\$2,600.00

Subtotal Year 1:	\$20,600.00
Annual Recurring Subtotal:	\$18,000.00
Discounts:	\$29,500.00
Estimated Tax:	\$0.00
Contract Total:	\$38,600.00

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$20,600.00
Annual Recurring after Year 1	\$18,000.00
Contract Total	\$38,600.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$29,500.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
Flock Safety Falcon® Flex	An infrastructure-free, location-flexible license plate reader camera that enables the Customer to self-install.	The Term shall commence upon execution of this Statement of Work.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: FL - DeLand PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

CITY OF DELAND
Request for Commission Action
December 4, 2023

SUBJECT: Consideration re Granting of Access Easement at DeLand Airport Aquifer Storage and Recovery Site.

DEPARTMENT: Utilities

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

ATTACHMENTS: Easement Agreement

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

SUMMARY/HIGHLIGHT:

The St. Johns River Water Management District (SJRWMD) is interested in utilizing the abandoned Aquifer Storage and Recovery Site (ASR) at the DeLand Airport that they grant funded in 2010. The project was a test site in Volusia County to test out the viability of doing underground storage during wet weather by injecting fresh water into the ground and creating a bubble of freshwater. This water could then be pumped out during drought conditions to lessen the demand on our domestic wells. This test project after several years was not deemed feasible and has remained abandoned.

Early this past spring of 2023, the City of DeLand was approached by (SJRWMD) staff asking about the site and if we were using any part of it at this time. We informed them that Utility staff was maintaining the site and had utilized some of the equipment to other locations, but wells onsite are not connected to city system and have no planned usage at this point. They requested a site visit to see if they might be able to utilize the very deep lower Florida aquifer well for ground water monitoring. While onsite, they also became interested in a few of the shallower monitoring wells that were drilled onsite for the previous testing.

Based on that visit, (SJRWMD) asked if the City would grant an easement over the deep well and two monitoring wells. Request was forwarded to both the Airport Director and Public Services Director with no negative response. A survey was allowed to proceed and legal descriptions were produced with an easement document by (SJRWMD) legal staff. That easement document, survey, and legal descriptions are attached for review and approval.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

Infrastructure & Natural Resources.

FISCAL IMPACT:

There would be no fiscal impact to the Utilities or Airport Departments to grant this easement agreement, if approved.

RECOMMENDATION:

Staff recommends that the City Commission approve the granting of this easement over the three wells as described in the attached documents.

BACKGROUND/DISCUSSION:

N/A

PREPARED BY AND RETURNED TO:

Karen Ferguson, Esq.
Office of General Counsel
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177-2529

A portion of
Volusia County Parcel #: 603400000020

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Easement”) is made effective the _____ day of _____, 2023, by the CITY OF DELAND , whose mailing address is 120 S. Florida Ave., Deland, FL 32720 (“Grantor”), for the benefit of ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373 of the Florida Statutes, whose mailing address is Post Office Box 1429, Palatka, Florida 32177 (“Grantee”), collectively referred to herein as the “Parties.”

(Wherever used herein, the terms “Grantor” and “Grantee” include all the parties to this instrument and their heirs, legal representatives and assigns of the individuals, and the successors and assigns of corporations, partnerships, state agencies and public bodies.)

WITNESSETH

WHEREAS, Grantor is the owner of that certain real property located in Volusia County, Florida, as more particularly described in Exhibit “A” attached hereto (the “Easement Area”), to; and

WHEREAS, there are three (3) existing monitoring wells (“Wells”) in the Easement Area; and

WHEREAS, Grantee desires to install monitoring and other scientific equipment (“Equipment”) on the Wells to collect data for research and scientific purposes, including to assist Grantee in monitoring water levels as part of its monitoring network; and

WHEREAS, Grantor desires to grant and convey upon Grantee a non-exclusive easement to, over, under, upon, across and through the Easement Area to install monitoring and other scientific equipment for research and scientific purposes, including the construction, installation, operation, maintenance and repair by Grantee, or its employees, agents or designees of said Equipment; and

WHEREAS, Grantor warrants that is has the full authority to grant this Easement.

NOW THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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

2. Grant of Easement. Grantor hereby gives, grants, bargains, sells and conveys to Grantee, its invitees, contractors and agents a perpetual non-exclusive Easement for access over, on, under and upon the Easement Area, with full right and authority of ingress and egress over, on, upon and across the Easement Area at any time required for the limited purpose of access, construction, installation, operation, maintenance, and repair of the Equipment.

3. Reservation of Use by Grantor. This Easement is non-exclusive and the Grantor reserves unto itself, and its successors and assigns, the right to utilize the Easement Property for any purpose which does not unreasonably interfere with the use of the Easement Property by Grantee for the purposes set forth herein. Each party shall use the rights granted and reserved by this Easement with due regard for the rights of the other party to use and enjoy the Easement Property.

4. No Dedication. No right of access by the general public to any portion of the Property is conveyed by this Easement.

5. Grantee's Liability. Grantee's liability is limited as provided in Section 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Easement Area.

6. Reversion. This Easement is subject to termination and reversion to upon Grantee's written notice to Grantor that Grantee has abandoned its use. Upon termination and reversion of this Easement, Grantee shall remove all Equipment, accessories, and materials owned by Grantee from the Easement Area.

7. Notice. All notices, consents, approvals, waivers and elections which any party is required to make or otherwise provide under this Easement shall be in writing and shall be deemed given and received on the date of mailing or transmission under any of the following: (i) mailed by certified mail, postage prepaid, return receipt requested; (ii) delivered by private parcel delivery services for which receipt is provided; (iii) sent via email for which receipt is acknowledged. Notices, including notice of change of address, shall be addressed, or transmitted to the addresses set forth below.

Grantor
Utilities Director
City of Deland Airport
120 S. Florida Ave.
Deland, FL 32720
ailesj@deland.org

Grantee
Real Estate Services Program
St. Johns River Water Management District
PO Box 1429
Palatka, FL 32178-1429
realestateservices@sjrwmd.com

8. Modification. This Easement may be modified or amended only upon the mutual written consent of Grantor and Grantee and such amendment shall be recorded in the public records of Volusia County, Florida.

IN WITNESS WHEREOF, the Grantor has subscribed their names and have caused this Easement to be executed as of the day and year first above written.

GRANTOR

CITY OF DELAND, FLORIDA
a Florida municipal corporation

By: _____
Christopher M. Cloudman, Mayor

ATTEST:

By: _____
Michael Pleus, City Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me **by means of** ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, 2023, by Christopher M. Cloudman, as Mayor of the City of Deland, Florida, on behalf of the City, who is personally known to me, and who did not take an oath.

NOTARY PUBLIC, State of Florida
My Commission Expires: _____
My Commission No.: _____

GRANTEE

**ST. JOHNS RIVER WATER MANAGEMENT
DISTRICT, a public body existing under
Chapter 373, Florida Statutes**

By: _____

Michael A. Register, P.E.
Executive Director

ATTEST:

By: _____

Erin Preston
General Counsel

**For use and reliance only by
St. Johns River Water Management District,
Legal Form and Content Approved:**

By: _____

Karen Ferguson
Senior Assistant General Counsel

**STATE OF FLORIDA
COUNTY OF PUTNAM**

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me **by means of** ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, 2023, by Michael A. Register, P.E., as Executive Director of the St. Johns River Water Management District, on behalf of the District, who is personally known to me, and who did not take an oath.

NOTARY PUBLIC, State of Florida
My Commission Expires: _____
My Commission No.: _____

EXHIBIT A
LEGAL DESCRIPTION AND SKETCH OF EASEMENT

SKETCH OF DESCRIPTION

Ingress/egress easement (SEE PAGE 3)

An ingress/egress easement situated in Section 34, Township 16 South, Range 30 East, Volusia County, Florida.

A variable width ingress/egress easement, with portions being ten-foot-wide lying five feet (5.0') on both sides and a five-foot-wide portion lying two- and one-half feet (2.50') on both sides, both portions being parallel and continuous to the following described centerline, being more particularly described as follows:

COMMENCING at the point of intersection of the centerline of Industrial Drive West (aka Pistol Range Road) with the centerline of Industrial Drive; Thence South 89°22'17" West along the centerline of Industrial Drive West a distance of 39.05 feet; Thence North 00°00'00" West, a distance of 25.00 feet to the Northerly Right-of-way line of Industrial Drive West and the **POINT OF BEGINNING** of a ten foot wide Ingress/Egress Easement; Thence North 46°00'09" West, departing said Northerly Right-of-way line, a distance of 67.88 feet to Reference point "A"; Thence South 43°59'51" West, 34.40 feet to the **POINT OF TERMINUS** for the Lower Floridian Aquifer Ingress/Egress easement; Returning to Reference point "A"; Thence North 46°00'09" West continuing said ten foot wide easement for a distance of 96.28 feet to a point of width change to a five foot wide ingress/egress easement; Thence North 52°16'35" West, a distance of 40.27 feet; Thence Continue North 52°16'35" West, a distance of 2.54 feet; Thence South 48°07'43" West, a distance of 14.79 feet to the **POINT OF TERMINUS** for the V-1154 well Ingress/Egress easement.

CONTAINING 2223.64 sq ft. or 0.05 ACRES, MORE OR LESS.

LFA WELL SITE EASEMENT (SEE PAGE 4)

An easement situated in Section 34, Township 16 South, Range 30 East, Volusia County, Florida, being more particularly described as follows:

COMMENCING at the point of intersection of the centerline of Industrial Drive West (aka Pistol Range Road) with the centerline of Industrial Drive; Thence South 89°22'17" West along the centerline of Industrial Drive West a distance of 39.05 feet; Thence North 00°00'00" West, a distance of 25.00 feet to the Northerly Right-of-way line of Industrial Drive West; Thence North 46°00'09" West, departing said Northerly Right-of-way line, a distance of 67.88 feet; Thence South 43°59'51" West, a distance of 34.40 feet; Thence South 46°00'09" East, a distance of 5.00 feet to the **POINT OF BEGINNING**; Thence South 43°59'51" West, a distance of 10.00 feet; Thence North 46°00'09" West, a distance of 10.00 feet; Thence North 43°59'51" East, a distance of 10.00 feet; Thence South 46°00'09" East, 10.00 feet to the **POINT OF BEGINNING**.

CONTAINING 100.00 sq ft. or 0.002 ACRES, MORE OR LESS.

NOTES:

1. ALL BEARINGS AND COORDINATES ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, PER THE AMERICAN DATUM OF 1983, ADJUSTMENT 1990 (NAD83/1990). UNITS ARE IN SURVEY FEET.
2. THIS SKETCH MAY HAVE BEEN SHRUNKEN OR ENLARGED FROM THE ORIGINAL AND MAY NOT BE TO SCALE.
3. THIS SKETCH IS NOT VALID WITHOUT PAGES 1 THRU 6.
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. INFORMATION SOURCE: SURVEY BY BLACKWELL & ASSOCIATES LAND SURVEYORS, INC. DATED JUNE 28, 2005, WORK ORDER # 6-391-05

LEGEND:

WELL (W)
CENTERLINE (C)
NOT TO SCALE (N)
NAIL & DISK (D)

ABBREVIATIONS:

LOWER FLORIDIAN AQUIFER LFA

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT P.O. BOX 1429 PALATKA, FLORIDA			
DATE DRAWN: 5-3-2023	FIELD WORK DATE: NONE	FIELD BOOK & PAGE NONE	
DRAWN BY: RG	CHECKED BY: RG	APPROVED BY: RG	SCALE: AS NOTED

DELAND AIRPORT WELL SITES
SECTION 34, TOWNSHIP 16 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA

REVISION DATE	DESCRIPTION	WORK ORDER NUMBER

SURVEYOR CERTIFICATION Professional Surveyor & Mapper FLORIDA LICENSE NO. 7671-23 DATE 5-4-23	
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FILE NAME: 7671-23.dwg
WORK ORDER NO.: 7671-23
SHEET: 1 of 6

EXHIBIT "A", PAGE 1 OF 6

SKETCH OF DESCRIPTION

V-1155 WELL SITE EASEMENT (SEE PAGE 5)

An easement situated in Section 34, Township 16 South, Range 30 East, Volusia County, Florida, being more particularly described as follows:

COMMENCING at the point of intersection of the centerline of Industrial Drive West (aka Pistol Range Road) with the centerline of Industrial Drive; Thence South 89°22'17" West along the centerline of Industrial Drive West a distance of 39.05 feet; Thence North 00°00'00" West, a distance of 25.00 feet to the Northerly Right-of-way line of Industrial Drive West; Thence North 46°00'09" West, departing said Northerly Right-of-way line, a distance of 67.88 feet; Thence Continue North 46°00'09" West a distance of 96.28 feet; Thence North 52°16'35" West a distance of 40.27 feet; Thence North 48°07'43" East a distance of 2.50 feet to the **POINT OF BEGINNING**; Thence South 48°07'43" West a distance of 7.50 feet; Thence North 41°52'17" West a distance of 10.00 feet; Thence North 48°07'43" East a distance of 7.50 feet; Thence South 41°52'17" East a distance of 10.00 feet to the **POINT OF BEGINNING**.

CONTAINING 75.00 sq ft. or 0.0017 ACRES, MORE OR LESS.

V-1154 WELL SITE EASEMENT (SEE PAGE 6)

An easement situated in Section 34, Township 16 South, Range 30 East, Volusia County, Florida, being more particularly described as follows:

COMMENCING at the point of intersection of the centerline of Industrial Drive West (aka Pistol Range Road) with the centerline of Industrial Drive; Thence South 89°22'17" West along the centerline of Industrial Drive West a distance of 39.05 feet; Thence North 00°00'00" West, a distance of 25.00 feet to the Northerly Right-of-way line of Industrial Drive West; Thence North 46°00'09" West, departing said Northerly Right-of-way line, a distance of 67.88 feet; Thence Continue North 46°00'09" West a distance of 96.28 feet; Thence North 52°16'35" West a distance of 40.27 feet; Thence continue North 52°16'35" West a distance of 2.54 feet; Thence South 48°07'43" West a distance of 14.79 feet; Thence South 41°52'17" East a distance of 2.50 feet to the **POINT OF BEGINNING**; Thence South 48°07'43" West a distance of 10.00 feet; Thence North 41°52'17" West a distance of 10.00 feet; Thence North 48°07'43" East a distance of 10.00 feet; Thence South 41°52'17" East a distance of 10.00 feet to the **POINT OF BEGINNING**.

CONTAINING 100.00 sq ft. or 0.002 ACRES, MORE OR LESS.

NOTES:

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5. INFORMATION SOURCE: SURVEY BY BLACKWELL & ASSOCIATES LAND SURVEYORS, INC. DATED JUNE 28, 2005, WORK ORDER # 6-391-05

LEGEND:

- WELL (W)
CENTERLINE (C)
NOT TO SCALE (N)
NAIL & DISK (D)

ABBREVIATIONS:

LOWER FLORIDIAN AQUIFER LFA

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT P.O. BOX 1408 PALATKA, FLORIDA			
DATE DRAWN: 5-3-2023	FIELD WORK DATE: NONE	FIELD BOOK & PAGE NONE	
DRAWN BY: RG	CHECKED BY: RG	APPROVED BY: RG	SCALE: AS NOTED

DELAND AIRPORT WELL SITES
SECTION 34, TOWNSHIP 16 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA

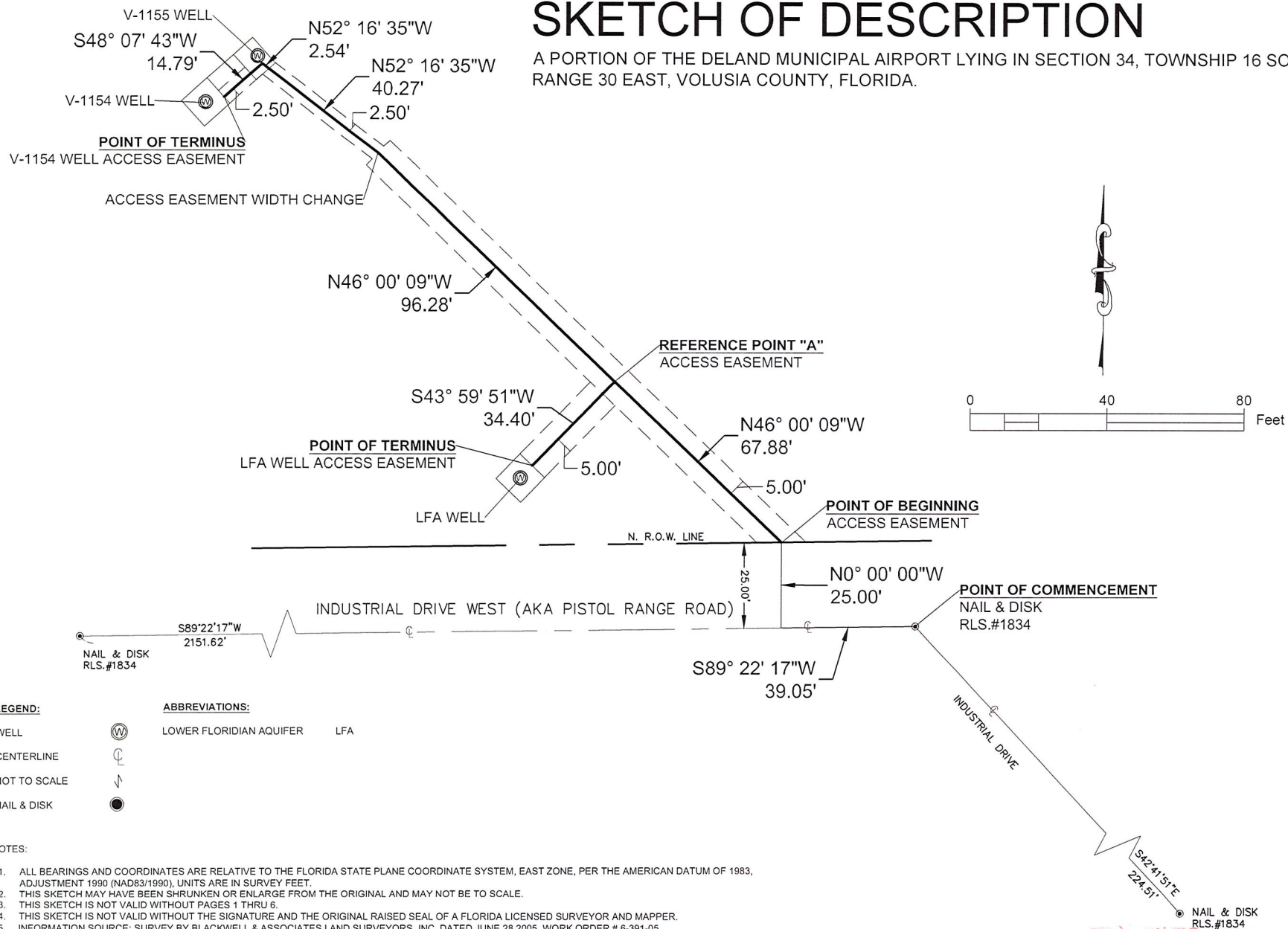
REVISION DATE	DESCRIPTION	WORK ORDER NUMBER

SURVEYOR CERTIFICATION <i>[Signature]</i> Professional Surveyor & Mapper FLORIDA LICENSE NO. 5423 DATE 5-4-23		FILE NAME: 7671-23.dwg WORK ORDER NO.: 7671-23 SHEET: 2 of 6
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EXHIBIT "A", PAGE 2 OF 6

SKETCH OF DESCRIPTION

A PORTION OF THE DELAND MUNICIPAL AIRPORT LYING IN SECTION 34, TOWNSHIP 16 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA.



ST. JOHNS RIVER WATER MANAGEMENT DISTRICT			
DATE DRAWN 5-3-2023	FIELD WORK DATE NONE	FIELD BOOK & PAGE NONE	
DRAWN BY RG	CHECKED BY RG	APPROVED BY RG	SCALE AS NOTED

DELAND AIRPORT WELL SITES
SECTION 34, TOWNSHIP 16 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA

REVISION DATE	DESCRIPTION	WORK ORDER NUMBER

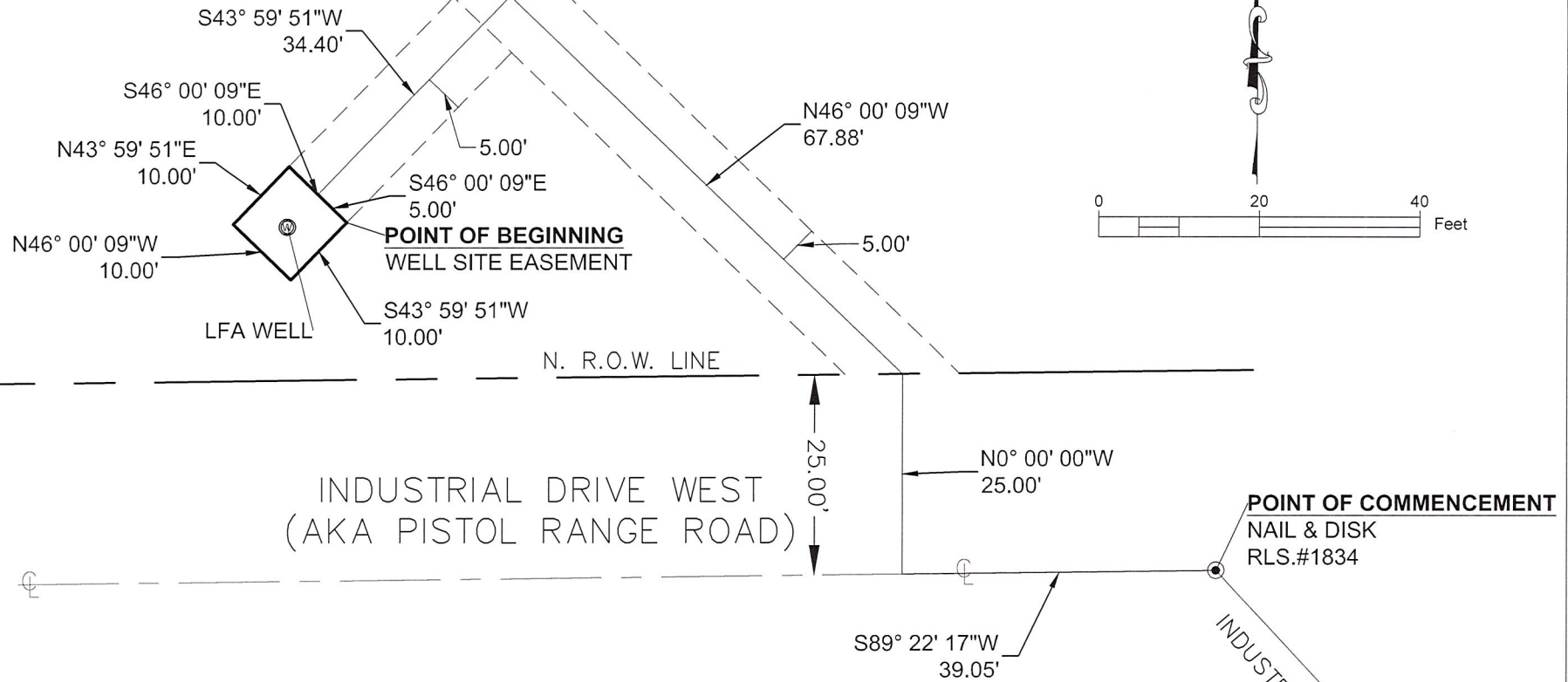
SURVEYOR CERTIFICATION	
Professional Surveyor's Map	
FLORIDA LICENSE NO.	DATE
704	5-9-23

FILE NAME:	7671-23.dwg
WORK ORDER NO.:	7671-23
SHEET:	3 of 6



SKETCH OF DESCRIPTION

A PORTION OF THE DELAND MUNICIPAL AIRPORT LYING IN SECTION 34, TOWNSHIP 16 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA.



NOTES:

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5. INFORMATION SOURCE: SURVEY BY BLACKWELL & ASSOCIATES LAND SURVEYORS, INC. DATED JUNE 28, 2005, WORK ORDER # 6-391-05

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT P.O. BOX 1429 PALATKA, FLORIDA			
DATE DRAWN: 5-3-2023	FIELD WORK DATE: NONE	FIELD BOOK & PAGE NONE	
DRAWN BY: RG	CHECKED BY: RG	APPROVED BY: RG	SCALE: AS NOTED

DELAND AIRPORT WELL SITES
SECTION 34, TOWNSHIP 16 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA

REVISION DATE	DESCRIPTION	WORK ORDER NUMBER

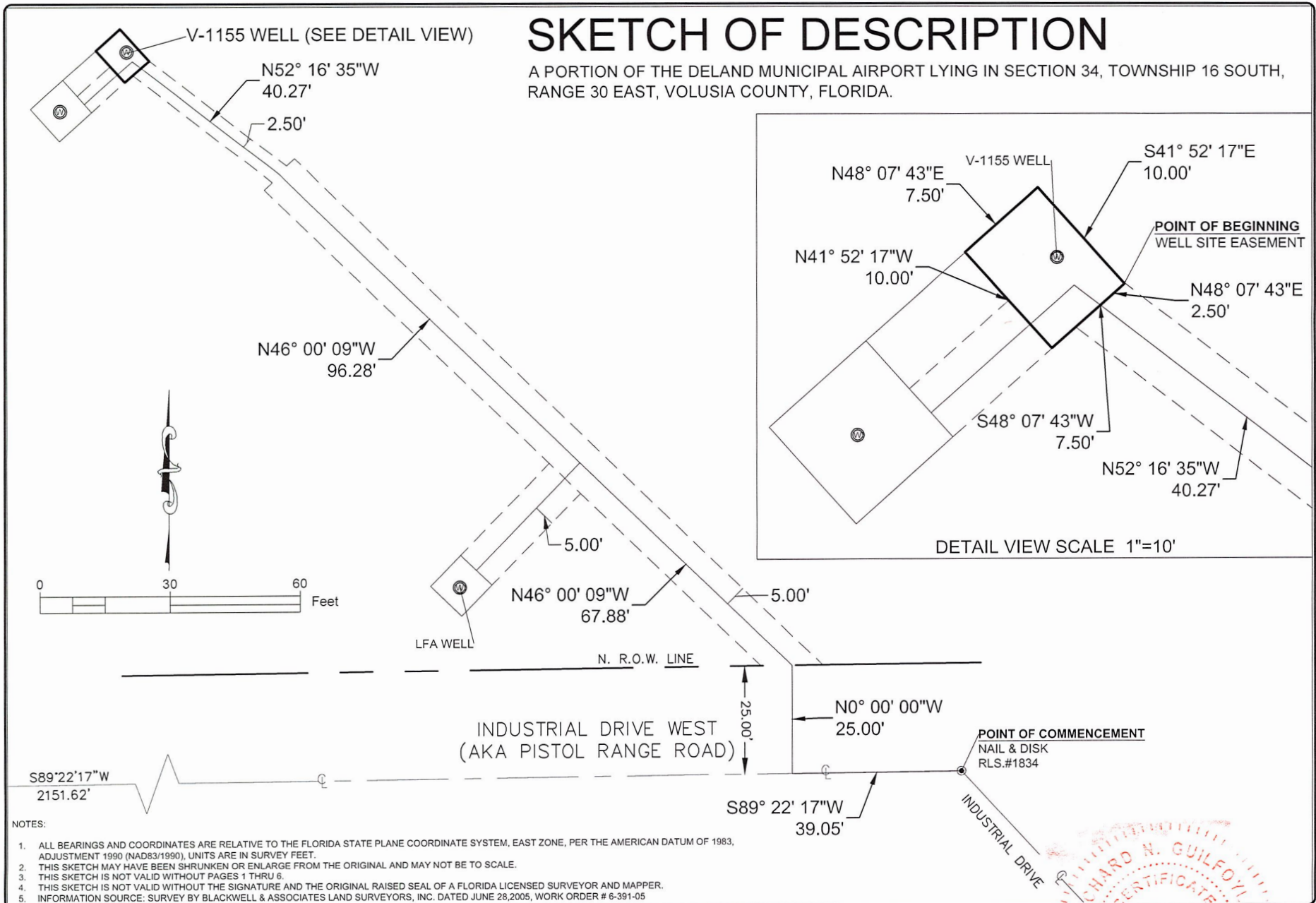
SURVEYOR CERTIFICATION <i>[Signature]</i> Professional Surveyor & Mapper FLORIDA LICENSE NO. 5-4-23 DATE	
--	--

FILE NAME: 7671-23.dwg
WORK ORDER NO.: 7671-23
SHEET: 4 of 6

EXHIBIT "A", PAGE 4 OF 6

SKETCH OF DESCRIPTION

A PORTION OF THE DELAND MUNICIPAL AIRPORT LYING IN SECTION 34, TOWNSHIP 16 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA.



ST. JOHNS RIVER WATER MANAGEMENT DISTRICT			
DATE DRAWN: 5-3-2023	FIELD WORK DATE: NONE	FIELD BOOK & PAGE NONE	
DRAWN BY: RG	CHECKED BY: RG	APPROVED BY: RG	SCALE: AS NOTED

DELAND AIRPORT WELL SITES
SECTION 34, TOWNSHIP 16 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA

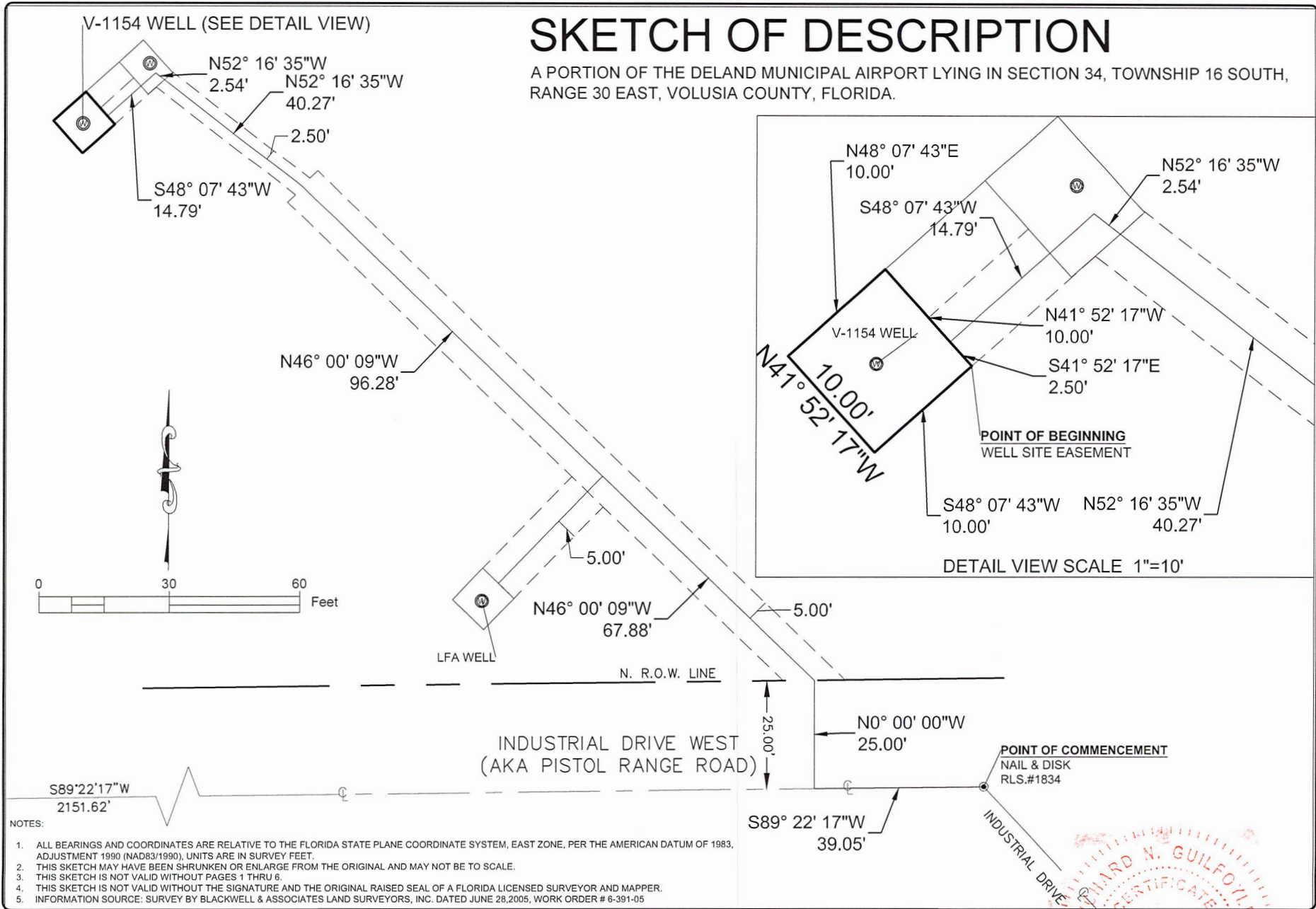
REVISION DATE	DESCRIPTION	WORK ORDER NUMBER

SURVEYOR CERTIFICATION	
Professional Seal of Richard N. Guilfoyle	
FLORIDA LICENSE NO. 127014	
DATE 5-7-23	

FILE NAME: 7671-23.dwg
WORK ORDER NO.: 7671-23
SHEET: 5 of 6

SKETCH OF DESCRIPTION

A PORTION OF THE DELAND MUNICIPAL AIRPORT LYING IN SECTION 34, TOWNSHIP 16 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA.



- NOTES:
1. ALL BEARINGS AND COORDINATES ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, PER THE AMERICAN DATUM OF 1983, ADJUSTMENT 1990 (NAD83/1990). UNITS ARE IN SURVEY FEET.
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 5. INFORMATION SOURCE: SURVEY BY BLACKWELL & ASSOCIATES LAND SURVEYORS, INC. DATED JUNE 28, 2005, WORK ORDER # 6-391-05

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT P.O. BOX 1001, DELAND, FLORIDA			
DATE DRAWN: 5-3-2023	FIELD WORK DATE: NONE	FIELD BOOK & PAGE NONE	
DRAWN BY: RG	CHECKED BY: RG	APPROVED BY: RG	SCALE: AS NOTED

DELAND AIRPORT WELL SITES
SECTION 34, TOWNSHIP 16 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA

REVISION DATE	DESCRIPTION	WORK ORDER NUMBER

SURVEYOR CERTIFICATION	
Professional Surveyor & Mapper	
FLORIDA LICENSE NO. 7671	
DATE 5-4-23	

FILE NAME: 7671-23.dwg
WORK ORDER NO.: 7671-23
SHEET: 6 of 6

CITY OF DELAND
Request for Commission Action
December 4, 2023

SUBJECT: Consideration re Assignment and Assumption of Lease Agreement, Awakening Potential LLC (Stepping Stone Childcare) to Laugh And Learn Preschool LLC.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Assumption-LaughLearn, Recognition of Lease Assignment and Assumption

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

SUMMARY/HIGHLIGHT:

Awakening Potential (Stepping Stone Childcare And Preschool), located at 1575 Detrick Ave, is selling its business, or at least the assets thereof, to Laugh And Learn Preschool LLC. As part of the sale, Awakening Potential (Stepping Stone Childcare And Preschool) is assigning its lease to Laugh And Learn Preschool LLC. Also attached is the Recognition of Lease Assignment and Assumption which, if approved, will provide the City's consent to the assignment.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This action will have no direct fiscal impact.

RECOMMENDATION:

Staff recommends approval of the Recognition of Lease Assignment and Assumption for property located at 1575 Detrick Avenue from Awakening Potential (Stepping Stone Childcare And Preschool) to Laugh And Learn Preschool LLC.

BACKGROUND/DISCUSSION:

The sale of the business and assignment of the lease will take place after the December 4, 2023 City Commission meeting. The City Attorney's office will hold this consent to lease assignment in escrow pending notification from Awakening Potential (Stepping Stone Childcare And Preschool) attorney that the transaction has closed.

ASSIGNMENT AND ASSUMPTION OF LEASE

AWAKENING POTENTIAL, LLC, ("Lessee") hereby assigns its rights, title, and interest in and to that certain Ground Lease Agreement dated April 1, 2019, by and between CITY OF DELAND, ("Lessor") and STEPPING STONES CHILDCARE AND PRESCHOOL, INC. ("Ground Lease"), which Ground Lease was subsequently assigned to AWAKENING POTENTIAL, LLC, Lessee, on October 21, 2019 *to* LAUGH AND LEARN PRESCHOOL, LLC *and* LAUGH AND LEARN PRESCHOOL, LLC, does hereby accept the assignment of rights, title, and interest in and to said Ground Lease and agrees to be bound fully by all of the terms and conditions of said Ground Lease Agreement, from and after the effective date of said Lease Agreement and any amendments thereto, as if it were the original Lessee.

IN WITNESS WHEREOF, AWAKENING POTENTIAL, LLC has caused these presents to be executed and is duly authorized to execute same.

EXECUTED this 21st day of November, 2023.

Signed, sealed and delivered in
the presence of these witnesses:

AWAKENING POTENTIAL, LLC



Witness Signature
Rafael Garcia

Print Name

By: Adel M. Ceballos Rosario

Signature
Adel M. Ceballos-Rosario, Manager

Print Name and Title

Address: 1575 Dietrick Avenue
DeLand, Florida 32724-2042

Lydia Rosario Ceballos

Witness Signature
Lydia Rosario Ceballos

Print Name

IN WITNESS WHEREOF, LAUGH AND LEARN PRESCHOOL, LLC, has caused these presents to be executed and is duly authorized to execute same.

EXECUTED this 21st day of Nov, 2023.

Signed, sealed and delivered in the presence of these witnesses:



Witness Signature
Abby Cunningham

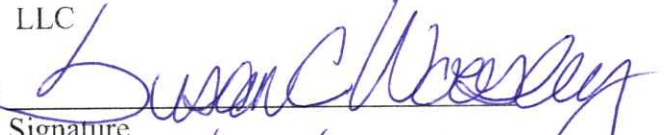
Print Name



Witness Signature
Samantha Alcala

Print Name

LAUGH AND LEARN PRESCHOOL, LLC

By: 

Signature
Susan Woostey MANAGER

Print name and title

Address: 629. S. WOODWARD AVE
DELAND FL 32720

This Instrument Prepared By:

City of DeLand
120 S. Florida Avenue
DeLand, Florida 32720

RECOGNITION OF LEASE ASSIGNMENT AND ASSUMPTION

The City of DeLand, a Florida municipal corporation, does hereby consent to, accept and acknowledge the assignment by Awakening Potential, LLC and the assumption thereof by Laugh and Learn Preschool, LLC, of the rights, title, interest, and obligations in and to that certain Ground Lease Agreement dated April 1, 2019, by and between the City of DeLand as Lessor and Stepping Stones Childcare and Preschool, Inc., which Ground Lease Agreement was subsequently assigned to Awakening Potential, LLC as Lessee on October 21, 2019, and hereby acknowledges Laugh and Learn Preschool, LLC's agreement to be bound fully by all of the terms and conditions of said Ground Lease Agreement and any amendments thereto, from and after the effective date of said Ground Lease Agreement, as if it were the original Lessee.

EXECUTED this ____ day of _____, 2023.

CITY OF DELAND, LESSOR

By: _____
Christopher M. Cloudman
Mayor-Commissioner

Address: 120 South Florida Avenue
DeLand, FL 32720

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

This Instrument Prepared By:

City of DeLand
120 S. Florida Avenue
DeLand, Florida 32720

CITY OF DELAND
Request for Commission Action
December 4, 2023

SUBJECT: Resolution Approving Local Historic Designation for the "Heritage House" located at 247 West Voorhis Avenue.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Resolution, 247 West Voorhis Ave

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

SUMMARY/HIGHLIGHT:

This request is for approval to place a commercial building located at 247 West Voorhis Avenue on the local register of historic places for the City of DeLand. On November 2, 2023 the City of DeLand Historic Preservation Board recommended approval for the nomination as it meets the criteria for designation outlined within Land Development Regulations Section 33-34.02.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

The designation of this property would be consistent with two of the guiding principles adopted by the City that are meant to preserve and enhance the City's distinctive assets: Community and History. This designation will enhance the historic nature of the downtown area by expanding the local register, protecting our neighborhoods, and encouraging historic preservation and restoration efforts.

SUSTAINABILITY:

The architectural features remain mostly unchanged on the exterior of the building and have continued to be maintained throughout the decades. The addition of this building to the Local Registry is a benefit to the community and the surrounding properties by enhancing the historic nature of the neighborhood and community. The City's sustainability goals are furthered with continued preservation of historic structures.

FISCAL IMPACT:

The nomination is being initiated by the Applicant, with no direct fiscal impact to the City. However, if added to the local registry, the property would be eligible for the City of DeLand Historic Preservation property tax exemption.

RECOMMENDATION:

It is recommended that the City Commission approve the placement of this structure on the local register of historic places. The Historic Preservation Board recommended approval at their November 2, 2023 meeting, consistent with the City Staff's approval.

BACKGROUND/DISCUSSION:

The nomination of this property, located within the Downtown Support District, has been reviewed per the City's Land Development Regulation Section 33-34.02. The attached staff report includes news articles and

supporting documentation which outline the historic significance this building has had on the community, and the historical significance of past residents.

RESOLUTION NO. 2023 –

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, APPROVING THE PLACEMENT OF A COMMERCIAL BUILDING ON THE LOCAL REGISTER OF HISTORIC PLACES, LOCATED AT 247 WEST VOORHIS AVENUE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the applicant, Mark Shuttleworth, has applied for placement on the Local Register of Historic Place; and

WHEREAS, the commercial building known as the “Heritage House”, was constructed in approximately 1905 and designed in the Frame Vernacular style of architecture; and

WHEREAS, the commercial building located at 247 W. Voorhis Avenue is considered to be of historical and architectural significance in accordance with the City of DeLand Historic Preservation Ordinance; and

WHEREAS, on November 2, 2023, the Historic Preservation Board recommended the listing of the commercial building on the Local Register of Historic Places.

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

Section 1. The City Commission of the City of DeLand does hereby approve the placement of a commercial building located at 247 West Voorhis Avenue on the Local Register of Historic Places.

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

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

PASSED AND DULY ADOPTED this 4th day of December, 2023.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney



City of DeLand
Historic & Cultural Resources
120 S. Florida Ave.
DeLand, FL 32720
Planning@DeLand.org

DATE: November 2, 2023

TO: Historic Preservation Board

FROM: Emily Ragusa, *Community Development & Historic Resource Coordinator*

RE: **Historic Preservation Review (Local Registry Nomination) for a commercial building 247 W. Voorhis Ave.**
Application No.: HPB23-209
Applicant: Mark Shuttleworth
Owner: Mark Shuttleworth DBA Harmony House
Florida Master Site File: 8VO1633 *(The address on the form is 242 W. Voorhis Ave. believed to have been previously moved)*

Property Information

Address: 247 W. Voorhis Ave. **Current Use:** Professional Office
Zoning District: P-1 & C-2 **Site File #:** 8VO1633

Original Structure Information *(Provided from Florida Master Site File Structure Form)*

Date of Construction:	+/- 1905	Style:	Frame Vernacular
Structural System:	Wood: Balloon	Foundation Type:	Piers: brick with lattice infill
Siding:		Stories:	2
Roof:	Composition Shingles: butt	Windows:	DHS, 2/2, wood
Roof Type:	Gable	Chimneys:	1
Porch:	S/1-story wrap around veranda with 4 bays, access S.	Secondary Structure:	0

Description of Proposed Work:

This property is located within the Downtown Support District. The applicant is seeking approval to be added on the City of DeLand Historic Local Registry, nomination by the Property Owner.

Staff Analysis

The nomination of this property, located within the Downtown Support District has been reviewed per the City's Land Development Regulation Section 33-34.02. The news articles and supporting documentation outlines the historic significance this building has had on the community, and the historical significance of past residents. The architectural features remain mostly unchanged on the exterior of the building, and have continued to be maintained throughout the years. The

addition of this building to the Local Registry is a benefit to the community and the surrounding properties.

Placement on the Local Register

In accordance with section 33-34.02 in the City of DeLand Land Development Regulations, the Historic Preservation Board shall within 60 days review the nomination and write a recommendation thereon. The recommendation shall include specific findings and conclusions as to why the nomination does or does not meet the appropriate criteria outlined in this section along with any owner's objections to the listing. The recommendation shall also include a map that shows the proposed boundaries for any Historic District and any individual historic property recommended for listing. If the 60-day period runs [out] and the board has not prepared and sent a recommendation, and the period has not been extended by mutual consent of the applicant and the board, the nomination may be submitted by the applicant directly to the planning board.

Criteria for listing on the local register

Land Development Regulations Section 33-34.02 outlines the local register of historic places requirements in the City of DeLand.

- 1. Any site, building, structure, object or district which is listed on the National Register of Historic Places shall be automatically nominated by the historic preservation board for the local register pursuant to section (c) above.*

This criterion is not applicable as this property is not located within the National Register of Historic Places, it is located within the Downtown Support District.

- 2. A site, building, structure, object, or district must meet the following criteria before it may be listed on the local register:*
 - a. It possesses integrity of location, design setting, materials, workmanship, feeling and association; and*

Per the Florida Master Site File inventory form it states that the architectural evidence suggests that the building was constructed about 1905. It also didn't appear on the Sanborn maps, and states it may have been moved to its present location from a previous location. This building has gable roof with a front facing cross gable. The decoratively carved bargeboard truss is not on the building as it was when the Site File was recorded in 1986. The entire length of the building has a prominent veranda porch on the front façade and a quarter of the way around the east and west sides that is still intact today. The porch is supported by wood posts with cut-away corners and has a square spindle balustrade.

- b. It is associated with events that have made a significant contribution to the broad patterns of our history; or is associated with the lives of persons significant to our past; or embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction; or have yielded or may be likely to yield information important to history or prehistory.*

Although there is no statement of facts, the Sanborn Company Maps and Property Appraiser records and the attached news articles, allow the assumption that this building was moved from 242 West Howry Ave. to the current location of 247 West Voorhis Ave. Based on the attached news articles, they state that this building once was resided by the Botts Family in 1917. In 1975,

Mr. Clifford Botts, the former Deputy Clerk of the Circuit Court in Volusia County and former volunteer fire chief in addition to serving as a volunteer fireman for about 50 years had died. In 1983, Mrs. Stella Guess, the sister to Clifford Botts and former seamstress for Betty Dreka's store died. In November 1986 until 1992 this building was used as a small business incubator named the "Heritage House". Dr. Andrew Randolph, an internal medicine doctor kept an office within the "Heritage House". The Children's Home Society, a non-profit provided family counseling and supervised visitations until 2019.

- 3. A property located in district shall be designated as contributing to that district if the property is one which, by its location, design, setting, materials, workmanship, feeling and association, adds to the district's sense of time and place and historical development.*

This criterion is not applicable as this property is not located within a Historic district, only located within the Downtown Support District.

- 4. A property should be considered noncontributing if the property's integrity of location, design, setting materials, workmanship, feeling and association have been so altered that the overall integrity of the property has been irretrievably lost; or the property was built within the past 50 years, unless a strong justification concerning their historical or architectural merit is given or the historical attributes of the district are considered to be less than 50 years old.*

This property would be considered contributing due to the integrity of the design, materials and craftsmanship with very little to none exterior alterations on the building. The widening of the front porch staircase is the most recent exterior renovation, which does not affect the integrity of the structure.

Staff Recommendation:

Staff finds that this nomination request is consistent with the City's Land Development Regulation Section 33-34.02 and meets the criteria as outlined. Staff recommends the Historic Preservation Board to approve this nomination application as presented and forward the same recommendation to City Commission for approval.

Attachments:

Vicinity Map

Historical Structure Form (8VO1633) – Florida Master Site File (1986)



City of DeLand
HPB23-209
LOCAL REGISTER
NOMINATION



Legend:

-  City Zoning
-  County Zoning



FLORIDA MASTER SITE FILE
Site inventory Form

SITE NO. 8 VO 1633

SITE NAME: 242 West Voorhis Avenue
ADDRESS: 242 West Voorhis Avenue
INSTRUCTIONS TO LOCATE:

SURVEY DATE: 08/31/86

1107

LOCATION: Assessor's (lot 7) 1 16-24
Subdivision Name Block No. Lot No.

COUNTY: Volusia

DISTRICT NAME IF APPLICABLE:

OWNER OF SITE: NAME: DeLand Housing Authority
ADDRESS: 300 Sunflower Circle
ADDRESS: DeLand, FL 32720

TYPE OF OWNERSHIP: City

RECORDING DATE: / /

RECORDER: NAME & TITLE: Historic Property Associates

ADDRESS: P.O. Box 1002
St. Augustine, FL 32085

CONDITION OF SITE: INTEGRITY OF SITE:
Check One Check one or more

EXCELLENT
x GOOD
FAIR
DETERIORATED
x MOVED: / /

ALTERED
x UNALTERED
ORIGINAL SITE
RESTORED: / /
MOVED: / /

ORIGINAL USE Residence
PRESENT USE Commercial
DATES
CULTURE/PHASE American
PERIOD:

NR CLASSIFICATION CATEGORY:

DATE LISTED ON NR: / /

THREATS TO SITE: Check one or more

ZONING

TRANSPORTATION

DEVELOPMENT

FILL

DETERIORATION

DREDGE

BORROWING

OTHER (See Remarks Below)

AREAS OF SIGNIFICANCE: Architecture

SIGNIFICANCE

See Continuation Sheet

SEE SITE FILE STAFF FOR
ORIGINAL PHOTO(S) OR MAP(S)

RECORD NUMBER 142

ARCHITECT:

BUILDER:

STYLE AND/OR PERIOD: Frame Vernacular

PLAN TYPE: Square

EXTERIOR FABRIC(S): Wood:weatherboard

STRUCTURAL SYSTEM(S): Wood:balloon

PORCHES: S/1-story wrap around veranda with 4 bays, access S

ORIENTATION: S

FOUNDATION: Piers:brick with lattice infill

ROOF TYPE: Gable

SECONDARY ROOF STRUCTURE(S):

CHIMNEY LOCATION: Center:ridge

WINDOW TYPE: DHS, 2/2, wood

CHIMNEY:

ROOF SURFACING: Composition shingles:butt

ORNAMENT EXTERIOR:

NO. OF CHIMNEYS 1 NO. OF STORIES 2

NO. OF DORMERS: OUTBUILDINGS:

SURROUNDINGS:

SITE SIZE (approx. acreage)

TOWNSHIP	RANGE	SECTION
17 S	30 E	9

UTM ZONE	UTM EASTING	UTM NORTHING
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PHOTOGRAPHIC RECORDS NUMBERS:

CONTINUATION SHEET

Statement of Significance:

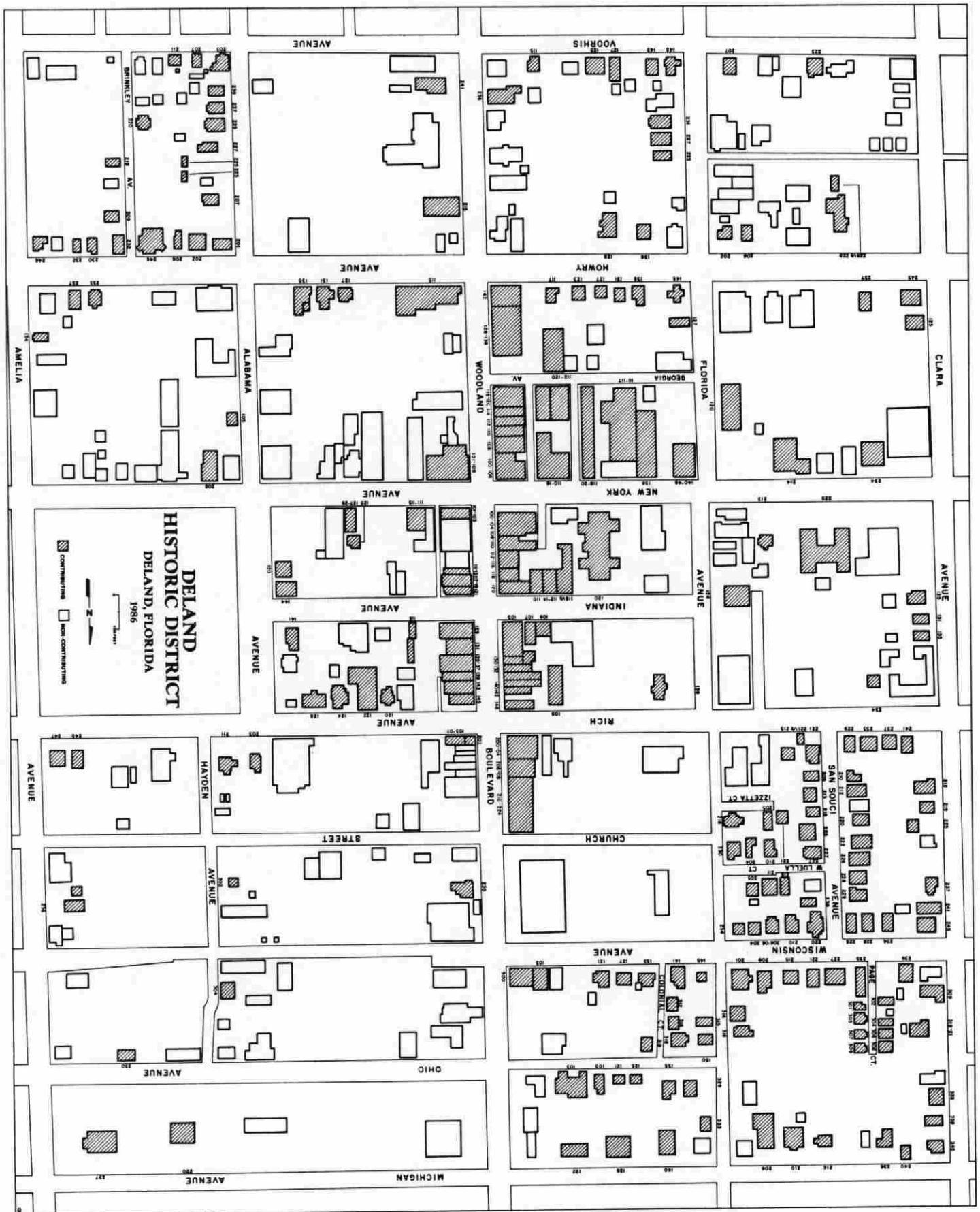
This two-story wood frame vernacular residential building is located at 242 West Voorhis Avenue. It has a gable roof with a front facing cross gable. The front gable has a decoratively carved bargeboard truss and picket fence vertical siding. A prominent veranda porch runs the entire length of the front facade and one-quarter of the way around the east and west sides. The porch roof is supported by wood posts with cut-away corners and has a square spindle balustrade.

Architectural evidence suggests that the building was constructed about 1905. However, it does not appear on Sanborn maps. It may have been moved to its present location.

The building is located in DeLand, Florida, the Volusia County seat of government, situated in the mid-central part of the peninsula, five miles east of the St. Johns River. Settlement of the community began a decade after the Civil War, encouraged by Henry DeLand, a New York manufacturer. Development of the town in the late nineteenth century grew largely upon an expanding citrus industry. Stetson University, founded in 1884 and later named for its chief benefactor, hat manufacturer and citrus grower John A. Stetson, reflected Henry DeLand's wish to make the town the "Athens of Florida."

Incorporated in 1882, the town enjoyed steady expansion around the turn of the century and experienced explosive growth in the early 1920s. The 1926 crash was aggravated in DeLand by citrus disease, though the city rebounded more quickly than most on the basis of its tourist industry. DeLand contributed many political leaders to Florida in the 1930s and 1940s. Although the city has experienced dramatic expansion in recent decades, the downtown area retains much of its early twentieth century character, particularly reflected in masonry vernacular storefronts. (1)

1. See Historic Property Associates, Historic Properties Survey of DeLand, Florida, (DeLand, 1986).





242 W. VOORHIS AVE.

Roll D, # 15

198608

1633
8V01833



City of DeLand
Historic Preservation Board
Local Register Application

1. NAME AND ADDRESS OF PROPERTY

Historic name: HERITAGE HOUSE
Other name: "BOTT'S RESIDENCE"
Street Address: 247 W. VOORHIS
Describe location if address is not applicable: _____

Florida Site File Number: _____

2. CLASSIFICATION

a. List the number of contributing historic resources associated with the property:

Buildings 1
Structures _____
Objects _____

b. Is this to be a contributing property in a proposed historic district?

☒ Yes ☐ No

c. Are there any additions or exterior alterations that were not present during the period of historic significance? If so, please describe:

2022 - WIDENING OF FRONT PORCH EXTERIOR STAIRS
TO APPROX. 6 FT. WIDTH

3. OWNERSHIP

a. Name of property owner: MARK SHUTTLEWORTH
b. Owner's address: 340 NEW YORK AVE
LAKE HELEN, 32744
c. Owner's telephone number: 386-804-3094

d. Owner Certification

Mark Shuttleworth
Signature

6/5/23
Date

(ADJACENT LOT TO WEST) LOT 5 SUB BLOCK 9 HOWRYS ADD DELAND
MB 4 PG 80 PER OR 3833 PG 2937 PER OR
5488 PG 4012 PER OR 5778 PG 2002 PER OR
6490 PG 3792 PER OR 8021 PG 3341

4. PROPERTY INFORMATION

- a. Parcel number: 701610000180
- b. Legal description:

LOT R BOND LUMBER CO SUB BLK 9 HOWRYS ADD DELAND
MB 4 PG 80 PER OR 3833 PG 2937 PER OR 5488 PG 4012
PER OR 5778 PG 2002 PER OR 6490 PG 3792 PER OR 6679
PGS 0459-0460 PER OR 8021 PG 3341

5. PHYSICAL DESCRIPTION

- a. Describe the architectural style of the historic building(s) associated with the property.

LATE 1880'S RESIDENTIAL FRAME VERNACULAR

- b. Describe the present and historical appearance of the property including any specific character defining features.

2 STORY LAP SIDED WOOD FRAME VERNACULAR
WITH WRAP AROUND PORCH ON 1ST FLOOR FRONT &
SEPARATE WRAP AROUND PORCH 1ST FLOOR REAR

- c. Provide photographs of all buildings, structures and objects on the property.

6. STATEMENT OF SIGNIFICANCE

- a. Indicate the appropriate area(s) of significance for the property using criteria outlined in the City of DeLand Historic Preservation Ordinance. (Check all that apply)

- ☒ Historical significance
☒ Architectural Significance
☐ Associated with the life of a significant individual

- b. List the period(s) of significance for the property and any specific significant dates.

1888-1984 - PRIVATE RESIDENCE
NOV. 10, 1986-1992 - "HERITAGE HOUSE" BUSINESS INCUBATOR

- c. If known, list the name(s) of any significant person(s) associated with the property.
For historic buildings, include the name of the architect and builder.

O.A. BOTTS - HEADED DELAND PUBLIC SCHOOL SYSTEM
CLIFFORD BOTTS - DEPUTY CLERK OF CIRCUIT COURT FOR
55 YEARS - 1910 - 1965
DR. ANDREW RANDOLPH - INTERNAL MEDICINE DR. KEPT OFFICE
AT "HERITAGE HOUSE".

- d. Any other information concerning historic nature of property:

AS "HERITAGE HOUSE", AFTER BEING FROM
242 W. HOWRY TO 247 W. VODRIS, BECAME
MULTI-RACIAL BUSINESS INCUBATOR FOR NEIGHBORHOOD
FOR APPROX. 6 YEARS, FROM 1986 TO 1992

7. APPLICATION PREPARATION

Prepared by:

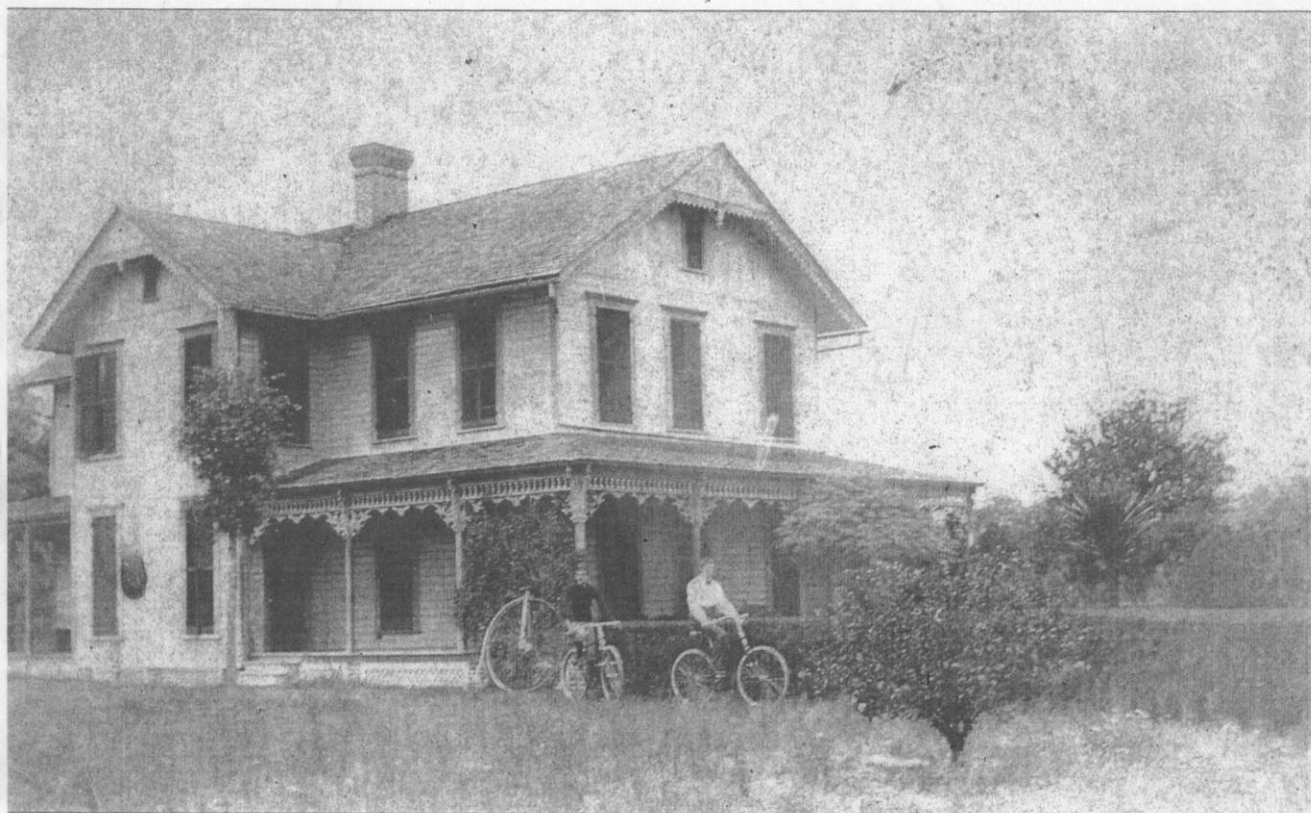
Name/Title: MARK SHUTTLEWORTH

Organization: PROPERTY OWNER

Address: 340 NEW YORK AVE., LAKE HELEN, FL

Date: 6/5/23

THEN OWNED BY CHILDREN'S HOME SOCIETY,
A NON-PROFIT PROVIDING FAMILY COUNSELING
& SUPERVISED VISITATIONS UNTIL 2019



Botts Arthur O (Candace F), farmer, h 140 W Howry av
 Botts Clifford I, clk Circuit Clerk's office, b 140 W Howry av
 Botts Eula G, steno Circuit Clerk's office, b 140 W Howry av
 Botts Laurence H, pharm, b 140 W Howry av
 Botts Stella M, dressmkr Dreka's Dept Store, b 140 W Howry av
 Bouchelle Annie V, tchr, b Mrs S H Bouchelle
 Bouchelle A Ethel, tchr Pub School, b Mrs S H Bouchelle
 Bouchelle Clara M, nurse, h n s W Wisconsin av 3 w of Adelle av
 Bouchelle Frances R, society editor DeLand News, b Mrs S H Bouchelle
 Bouchelle Mary E, b 102 W Wisconsin av
 Bouchelle Sarah H (wid Thomas S), h n s W Rich av 3 w of Adelle av
 Bowen Edgar B, pharmacist G W Fisher Drug Co, r 8 Pine
 Boyan John, barber B F Chapman, r Nave Coury
 Boyd Margaret (wid Samuel), b R H Boyd
 Boyd Robert H (Harriet A), asst cashr Volusia County Bank, h n w cor Woodland blvd and Voorhis av
 Boynton George (Amelia), h e s Woodland blvd 1 s of Euclid av
 Bracey Hugh D jr (Ethel W), drugs 27 N Woodland blvd, h 39 E Indiana av
 Bracey Mary C (wid Hugh D), h n e cor Rich and Adelle avs
 *Bradfield Lewis (m), grocer 47 W Church, h same
 Bradley Carrie A, b 219 W Minnesota av
 Bradley Charlotte E, tchr, b 219 W Minnesota av
 *Bradley Elizabeth, restr s w cor Clara and Voorhis avs, h same
 *Bradley Ella (wid), h 33 Church
 Bradley Emma (wid), b Hattie Horn

DeLand Realty Co. (Incorporated)
 REAL ESTATE, LOANS AND RENTS
DeLand, Florida **Indiana Avenue**

DE LAND DIRECTORY—1914

Bradley George A, clk P O, b 219 W Minnesota av
 Bradley Mary G, tchr, b 219 W Minnesota av
 Bradley Mary L (wid John A), h 219 W Minnesota av
 *Bradley May (m), driver Miller Hdw Co, h s w cor Clara and Voorhis avs
 Bradley Paul H, carrier P O, b 219 W Minnesota av
 Bradley Wiley M, student, b 219 W Minnesota av
 Bradshaw Andrew M (Daisy E), contr 36 N Adelle av, h same
 Brady Edwin C (Cornelia B), orange grower, h w s Woodland blvd 2 n of Pennsylvania av
 *Brailsford Joseph, b May Bradley
 Branch Beulah A, opr DeLand Tel Co, b 38 E Howry av
 Branch Carrie O, opr DeLand Tel Co, b 38 E Howry av
 *Branham Joseph, b John Smith
 Breland Robert C (Sarah M), farmer, h 38 E Howry av
 *Brelsford Joseph, porter Dreka's Dept Store
 Briley Linton R, tel opr A C L, b 18 E Indiana av
 Brill Frederic G, curios 17 N Woodland blvd, r Putnam Inn
 Brokaw Carl M, carrier P O, h 805 N Adelle av
 Brooks Theodore (Emma W), cashr The College Arms, r same
 Brown B Edward (Nettie), propr Putnam Inn, h same
 *Brown D W, lab, r Sank Baldwin
 Brown Earl W (Rose M), h 336 W New York av
 *Brown Frank B (m), lab, h 503 W Voorhis av
 *Brown Jesse (m), h n s E Wisconsin av, 4 e of Amelia av
 *Brown Joseph, messr A L Marsh, h Yemassee
 *Brown Rebecca (wid), cook, r 37 W Rich av
 Brown Robert H, b Putnam Inn
 *Brown Salina, r 47 Church
 *Brown Wash B (m), lab, h w s S Adelle av nr city line

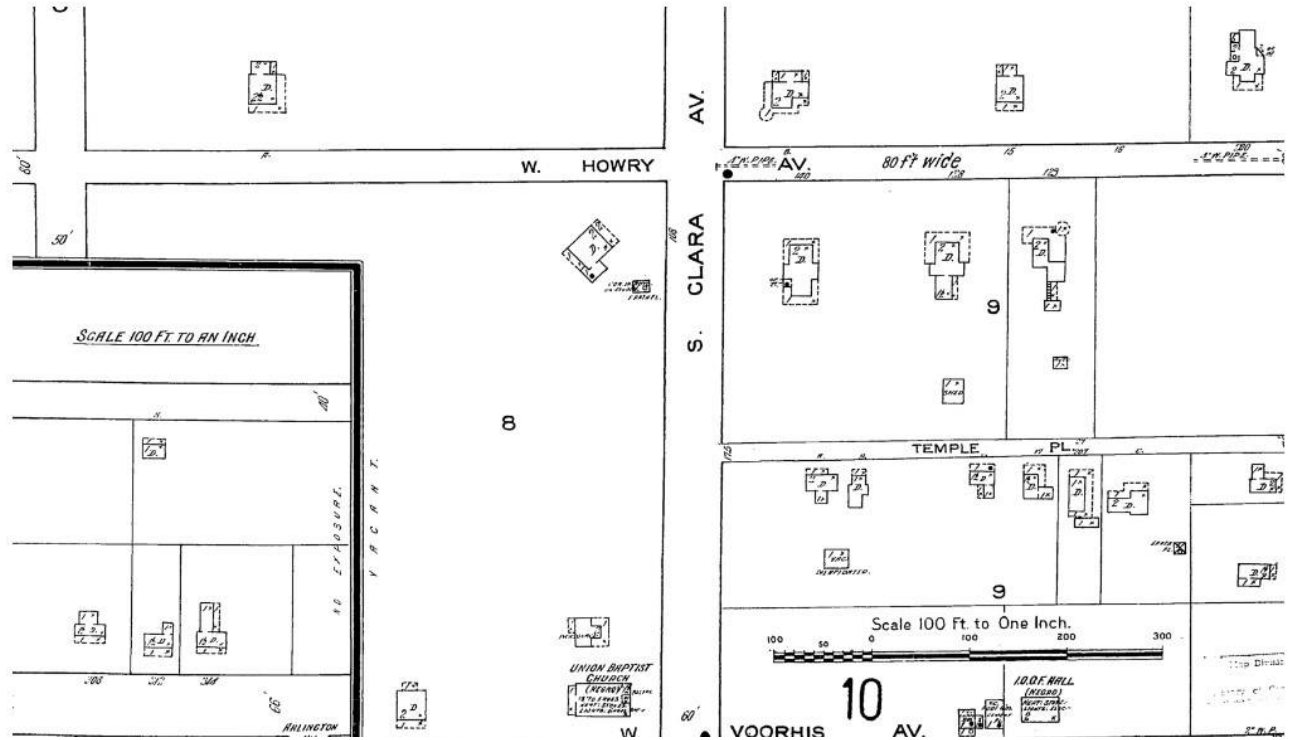
De Land Feb. 1915, Sheet 9

[Back to Browse Maps](#)

State: Florida City: De Land Date: Feb. 1915



[Previous](#) [Next](#)



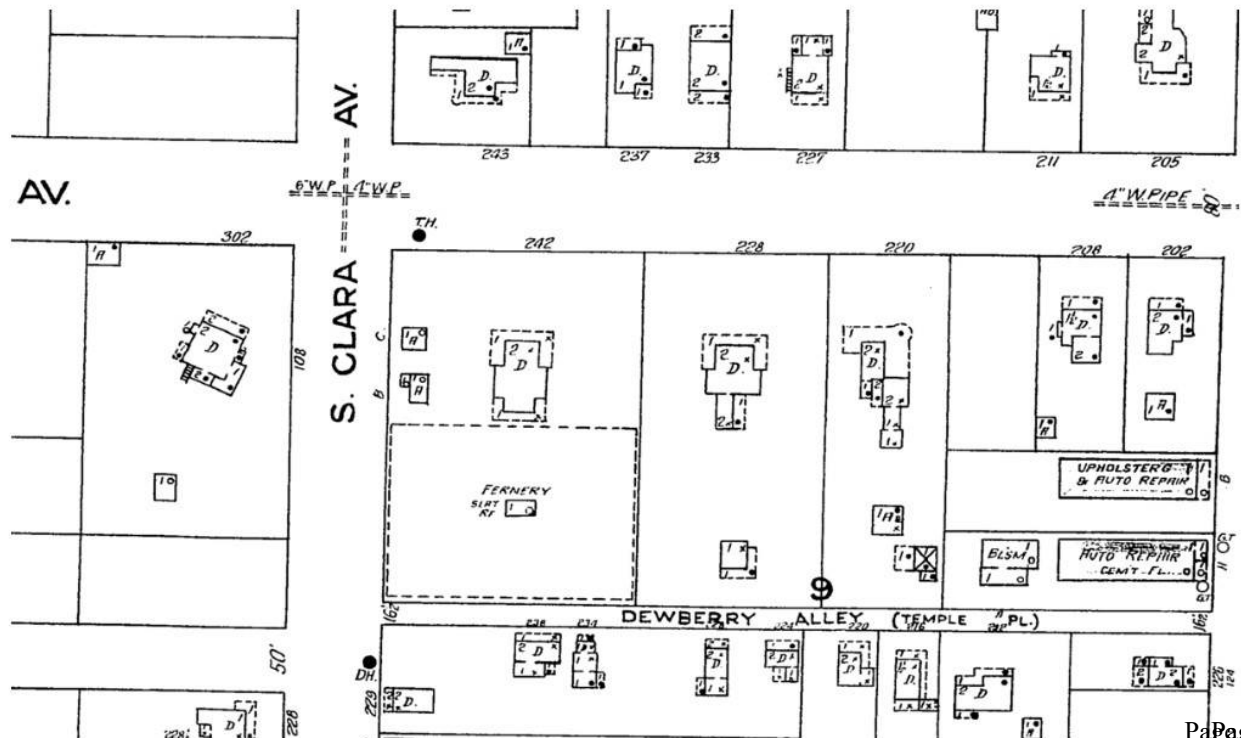
De Land Aug. 1925, Sheet 11

[Back to Browse Maps](#)

State: Florida City: De Land Date: Aug. 1925



[Previous](#) [Next](#)



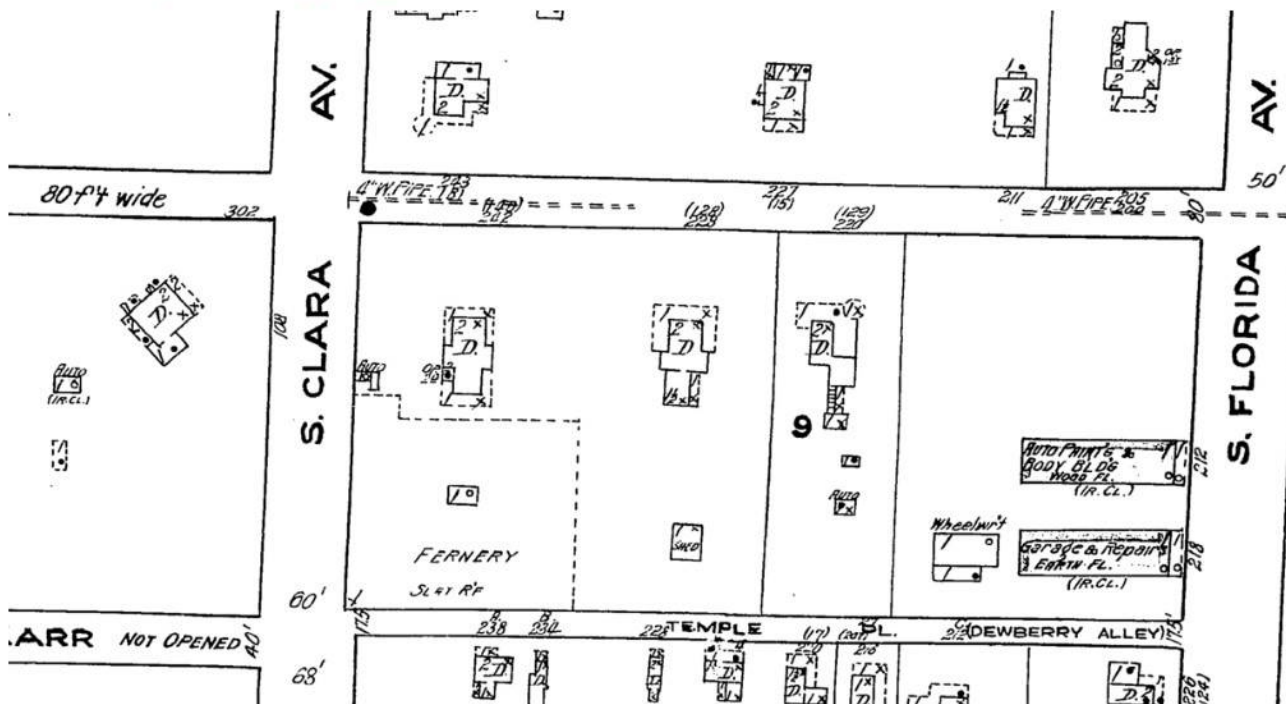
State: Florida

City: De Land

Date: Oct. 1921



< Previous Next >



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106 S. Woodland Blvd. Phone 590-J

J. L. McMAHON, REALTOR

Member DeLand Real Estate Board
Phone 57 113 W. Indiana Ave.

80 (1926) R. L. POLK & CO.'S

Bond Investment Co (W N MacAdam) 201 N Woodland blvd
Bond Louise F (wid Robt M) h401 W New York av
Bond & Mortgage Guarantee Co (W N MacAdam) 201 N Woodland blvd
Booe L E h ws Blue Lake dr 15 off E Voorhis av
BOOK STORE THE (Reeve & Howard), Books, Jewelry, Gifts, Kodaks 115 N Woodland Blvd, Phone 247 (See page 49)
Booker Richd C (Cornelia) h144 W Voorhis av
Booker Vernell pntnr r144 W Voorhis av
Booth Florence tchr Primary Dept r332 W Minnesota av
Booth Ira lab r739 E New York av
BORING J W, Asst Cashier Volusia County Bank & Trust Co, r Forrest Hill
Boring Julia A Mrs r202 E Voorhis av
Boring Neal bkpr Volusia County Bank & Trust Co r Lexington Hotel
Borman Lena (wid R Paul) h ns South 1 e of Lake Gertie
Bortz Arth T (Emily) h519 San Souci pl
Bossolt Floyd W mgr Hollywood By the Sea r204 N Woodland blvd
Bostick Geo r4C DeLand Auto Park
Bostick Myrtle r4C DeLand Auto Park
Bostick Robt B (Beulah) carp h4C DeLand Auto Park
*Bostick Wm M (Frances) grocer 234 S Clara av h ws S Clara av 4 n of W Voorhis av
Boswell R Leland r es N Woodland blvd 4 s DeLand rd
Botts Arth O (Candice) h242 W Howry av
Botts Clifford (Lillian) clk Circuit Court h435 San Souci pl
Botts Laurance H (Dorothy) h242 W Howry av
Botts Mildred student J B Stetson University
Bouchalle Clara M h533 W Rich av
Bouchalle Frances R r533 W Rich av
Boureaux H U (Matilda) civ eng h410 W Howry av
BOUREAU HARRY N, Sec-Treas The Gill-Moore Realty Co, r410 W Howry av
Boureaux Thelma occupational therapist r410 W Howry av
Bousfield Clarence G real est Landis bldg 114 W Indiana av r John W Bousfield
BOUSFIELD JOHN W (Mary A), Realtor, Real Estate and Investments Landis Bldg 114 W Indiana av, Phone 339-W, h es Woodland Blvd 2 n of Lisbin pkwy (See right side lines and page 56)



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DE LAND CITY DIRECTORY (1926) 81

Bow Howard G (Anne H) dentist 311 Dreka bldg h233 W Rich av
Bow Margt H student J B Stetson University r233 W Rich av
Bow Virginia tchr r233 W Rich av
Bowden Royce clk A C L Ry Co frt sta r437 Bracey av
Bowen Arth r234 S Alabama av
Bowen Joyce R abs of title Volusia County Abstract Co r 132 W Voorhis av
Bowen Mabel student J B Stetson University
Bowen N Clare mgr G W Fisher Drug Co r Hotel Putnam
Bowen N Marion Mrs pres G W Fisher Drug Co res Tallahassee Fla
Bowen Olga R instructor J B Stetson University
Bower John I (Irene) carp h146 S Orange
Bower Nancy E r M D Canada
Bower Ralph T carp r146 S Orange
Bower Robt L r M D Canada
Bowers Geo L carp r345 N Amelia av
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Bowman Larned tchr The Beelar Private School r114 N Woodland blvd
Bowman Mabel G student r M D Canada
Bowman Wm A student r M D Canada
Boyd Florence (Eunice) slsmn h1 Pinellas ct
Boyd Lilly r312 Colonial ct
BOYD ROBERT H (Harriett A), Executive V-Pres Volusia County Bank & Trust Co, Sec-Treas J F Allen Furniture Co, Treas DeLand Commercial Club, h724 N Woodland Blvd, Phone 114
Boyd Thos D student J B Stetson University
Boyington Albert J student r335 E New York av
Boyington Albert M (Annie A) h335 E New York av
*Boykin Horace lab r217 E Church
*Boykin Vance h217 E Church
Bracey Mary C (wid Hugh D) h445 W Rich av
Braden Lee D (Edith) h ne cor W Wisconsin av N Boundary

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- (1926) R. L. POLK & CO.'S
- HOWRY AV E—Contd**
226 Rev J W Williams*
230 Ephraim Holt*
232 Arth Carter
233 Preston Bellamy*
237 Dr S R Coleman*
238 Vacant
240 J V Vaughn* barber
240½ John Robinson* restr
242 Vacant
246 J V Vaughn*
Amelia av
Garfield av
se cor John Watts*
se 1 w Crawford Hardwick*
601 Vacant
606 Vacant
- Critchell Arnold**
650 Saml Presha*
Boston av
720 L D Beach
Virginia av
Massachusetts av
- ss 3 e R D Bray
ss 4 e Henry Smith
- HOWRY AV W—From Woodland**
blvd w to limits, 1 s of New York av
111 Mrs F L Gilliland
117 A L Marsh
118 The Waverly furn rms
J I Mathews
123 A J Guenther
127 Mrs J C Browa
F L Pratt
128 A C Miller
131 Mamie Miller
135 W W Watts
136 M J Schick
138 Mrs Matilda Schick
144 Vacant
145 W L Kennedy
Florida av
202 C L Heath
205 Mrs Cath O'Neill
205 Mrs Adney
211 J D Mathis
220 W J Rhodes
227 Vacant
228 C N Prather
- 333 Waldorf Apartments**
Mrs Cath Stockton
Latham H C Rutter
O P Covington
E C Carpenter
237 E K Jones Bldg
242 A O Bots
242½ Evelyn Smoak
243 G L Moore
Mrs Roxanna Moore furn
rms
Clara av
- 302 A C Hatch
314 J A Williams
323 C T Chatham
342 E S Doster bldg contr
California av
402 The Worcester
D R Russell contr
409 W D Harper
G E Gilliland Jr
410 H U Bourlian
413 H W Brandt carpet clar
rear Leon Smith
414 Adam Karr
Adelle av
Orange av
- 608 Mrs M E L Browne
612 C E Rathbun
616 P C Case
J A Wells
635 — Noel
639 Vacant
642 — Davis
646 H D Talton
Stoe
700 Morton McDonald
- HUBBARD AV E—From Woodland**
blvd e to limits, 1 n of New York av
HUBBARD AV W—From Woodland
blvd w, 6 s of New York av
Florida av
ns 1 e F A Bradford
ns 2 e Vacant
California av
ss 1 e Jesse Jenkins
Smith av
se cor Vacant
ss 2 e Saul Collins*
Adelle av
ns 1 w Vacant
Orange
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STREET AND AVENUE GUIDE (1926)

- ss 1 e A H Powell*
ss 2 e W M Hill*
ss 2 w Geo Cusack*
ss 2 e Shade Denny*
ss 3 e Rand Hilderidge*
ss 3 w Moses Wiggins*
Stone
ne cor J L Smith*
se cor Wm Hall*
ss 1 e C C Cusack*
ss 2 e Ed McKiver*
ss 3 e Alvin Surrey*
ss 4 e King Gilbert*
rear Joe Neely
ss 5 e Chas Footman*
- INDIANA AV E—From Woodland**
blvd e to limits, 1 n of New York av
108 Orange Belt Auto Line
109-111 Hutchinson Hall
110 Central Service Sta
J J Mires real est
115 Clark & Turley real est
115½ Mrs L C Woodward
117 Sander Barsony tailor
119 S Z Douglas
120 Minnesota Hotel
121 C E Blane
125 Mrs M C Woodward
126 Vacant
130 Mrs M H Voorhis
131 J E Mickler
135 Carrie Pattison
136 A S Conley
140 Athens Lestrup Shop
141 A F Mikell
142 Coral Gables real est
444 Vilsack Chevrolet Co autos
Alabama av
Kentucky av
sw cor J O Hassell
N Boston av
Phillip av
ss 2 e F H Wilkins
nw cor F L Betterton
Adams av
724 O C Hammock
725 R F Lumpkin
McDonald av
nw cor B F Hillman
ns 2 w W G Shields
- INDIANA AV W—From Woodland**
blvd w to Florida av, 1 n of New York av
101 W A Allen Co drugs
103 Allen-White Co inc office
supplies
105 The Sachs Store dry gds
105½ Wells Building
E L Wells
Rooms:
1-2 Fla Title Corp
3 Vacant
4 University Highlands real
est
5 Vacant
6 Vacant
7 Beers & Smith real est
107 F M Partillo & Co shoes
110 Landis, Fish, Hall & White-
hair attys
109 V W Gould Agency real est
111 Clarke Harper real est
Prudential Life Ins Co
Realty Title Corp real est
111½ Serice Taxi & Transfer
112 Volusia County Abstract Co
Building
Volusia County Abstract Co
Volusia County Abstract Co
Eng Dept
Volusia County Abstract Co
Ins Dept
Robinson-Davis-McMahon
Inc real est
113 J L McMahon real est
T C DeWitt real est
114 Landis Building
King Drug Co
J W Bousfield real est
C G Bousfield real est
F M Bousfield real est
E B Daum real est
F W Brown real est
R L Kennedy watch repr
115 W H Collier Ins real est
Daytona Highlands real est
116-118 Scarlett & Jordan Bldg
M S McGregor lawyer
O C Hammock lawyer
Hawkins, Jones & Green
Scarlett, Jordan, Futch &
Fielding lawyers
DeLand Bldg & Loan Assn
DeLand Bond & Mortgage Co

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They Are Small Catalogs in this Big Catalog of Your City

- HOWRY AV E—Contd**
540 Morris Richd (c)
642 Vacant
644 Logan Valentine
Vacant
647 Tremore Mayme
648 Williams Jos (c)
650 Presha Saml (c)
602 Vacant
604 Phillips Oren
914 Barber Wilber
- HOWRY AV W—West from 200**
S Woodland blvd, 1 north of Short
111 Jackson Ellis Mrs
117 Marsh Winifred Mrs
118 Waverly The furn rms
Drake Mary D
118½ Casa Lema Apartments
1 Fisher Eug V
2 Simmons Francis R
3 Barnett Tios R
4 Baitman Frode E
Street continued
122 Guenther Albert J
127 Pratt's Beauty Salon
Frank Frank J
128 McBride Duncan G
131 Miller Mamie D Mrs
Hall Gordon W
135 Kay Roy
136 Duffy Joe
McCall Betty drummer
144 O'Neill J Donald
145 Wall Sadie D Mrs nurse
Snary Alice D Mrs nurse
S Florida av intersects
202 Heath Chas L
205 O'Neill John E
208 Hawkins I Walker
211 Dreka Geo R
215 Deland Lawn Bowling Club
220 Rhodes Wm J
226 White Alice M Mrs
233 Wallace John E
Rogers Seager
Marshall Geo R
237 Lenox Bob R
242 Bots Arth O
243 Vacant
S Clara av intersects
302 Vacant
312 Hatch Arth C
328 Jones Fred S
333 Butts Jas
342 Decker Edw S
400 (401) Johnson Robt H
411 O'Connell O Edw
412 Williams Thaddeus S
Whitcomb Donald D
Fetishel C Fred Jr
rear Burt Geo W Jr
413 Brandt Hans
414 (410) Lane Marshall H
415 McKenney Robt L
418 (414) Kerr Adam
S Adelle av intersects
S Orange av intersects
608 Wolff Wm W
612 Hagston Ralford G
616 Wells Jas
S Salisbury intersects
- 635 Noel Chas G
636 Wallace Thos C
640 Vacant
646 Hoyt Geo S Stone intersects
700 McDonald Morton
- HUBBARD AV E—East from S**
Woodland blvd to S Boston av,
2 south of Euclid av
HUBBARD AV W—West from
Woodland blvd, 1 south of Di-
vision
118 Wood Wade W
120 Emerson Lottie M Mrs
Florida av intersects
Clara av intersects
304 Smith Robt T (c)
rear Eudell Corrie (c)
306 Givens Danl (c)
rear Monroe Curley R (c)
312 Robinson Danl (c)
316 Jefferson Victoria (c)
406 Gray Elton (c)
408 Nichols Jas (c)
Smith intersects
500 Everett Marie (c)
516 Friend Chas E gro
Adelle av intersects
517 Spencer Martha (c)
518 Johnson Carrie (c) drummer
524 Powell Abra H (c)
541 Hill Wm (c)
545 Dryer Nathaniel (c)
Orange av intersects
600 Goldwire Ruben (c)
609 Fulton Riley
621 Wiggins Moses (c)
621 Harkins Leroy
630 Cusack Jane (c)
631 Peterson Leroy (c)
643 Vacant
647 Smith John (c)
648 Hall Wm (c)
801 Carter Stone High intersects
803 Edwards David (c)
- HULL AV — South from 1500 W**
New York av, 1 west of Short-
land
109 Vacant
119 Schmick Edgar R
121 Brouss Abel
Indiana av intersects
Woodland blvd, 1 north of E
108 All American Shoe Shop
Leary Mary Mrs
109-111 Hutchinson Hall hotel
110 Central Sewing Service
Dime Cab Co taxi service
Central Service Station fill
sta
115 Fla Loan Service Inc
115½ Woodward Lena C Mrs
117 Vacant
131 Junonville Geo
120 Martin Clara P Mrs furn
rms
121 Blane Chas E

DE LUXE STEAM LAUNDRY
DRY CLEANERS
208 DELAWARE AVE. PHONE 347

- INDIANA AV E—Contd**
125 Crenshaw Curtis J
127 Moller John E
128 Patterson Carrie
148 Vacant
141 Mitchell Allen F
142 VanNess Fred used furn
144 Badolera The gro
Alabama av intersects
N Kentucky av intersects
640 Harley Eleanor R Mrs
N Boston av intersects
724 Vacant
725 Vacant
Phillip av intersects
727 Morrison Frank C
Adams av intersects
810 McCade Jas F
811 Ivey Robt F
814 Vacant
819 Bonds Chas T
823 Brown Saml I
825 Vacant
McDonald av intersects
INDIANA AV W—West from N
Woodland blvd, 1 north of W
New York av
103 Allen-White Co Inc The
office supplies
105 Wells Building (c) room:
Rooms:
2-4 Penninsular Life Ins Co
2-5 Vacant
2-6 Wells Edgar L
107 Bussey J W Inc Ins and real
est Ins and notary
109 Gould V W Agcy Inc real
est Ins and notary
110 Hall Landis & Whitehair
lawyers
111 Prierson-Moher Electric Co
elec supplies and contra
Knorr Roger L optometrist
111½ Booker Jas O Jr
112 Volusia County Abstract Co
Building
Volusia County Abstract Co
113 Hazelle's Art Shop
113½ Vanity Fair Beauty Shoppe
Wolf John H & Co real est
114 Court House Pharmacy
Hall Landis & Whitehair
lawyers
114 Landis Building
Rooms:
1-2 Valentine J O M civil en-
gineer and surveyor
3-4 Vacant
5-6 Everett Lloyd T surveyor
and lawyer
County Surveyor's Office
Hendricks Jos E lawyer
Street continued
115 Land Title Abstract Co
Stewart & Stewart lawyers
Howarth Mary S Mrs lawyer
and real estate
- 116½ Professional Building
Dickinson Gordon M CPs
Ford Frank M bonds and
tax adjuster
Martin Robt S mfrs agt
Daytona Beach News-Jour-
nal Bureau
VanClef Anna Ins and
notary
117 McCary Geo W watch repr
118 Vacant
120-22 Volusia County Court
House
bent Federal Work Committee
Citizens Home Demonstration
Agcy
1st S Volusia County of Commu-
nity Clerk and Recorder
County Clerk Circuit Court
County Tax Assessor
County Tax Collector
County Commissioners
County Farm Agent
County Purchasing Agt
County Physician
County Welfare Dept
County Supervisor of Regis-
tration
County Surveyor
County Sheriff
State Motor Vehicle License
Bureau
State WPA Office
2d S County Circuit Court Rooms
County Judge
County County Clerk Rooms
County Circuit Court
Street continued
125-25 City Park
130-33 United Spanish War Vet-
erans
138 Letts Bill Service Sta
144 Knight Danl fish mst
145 United States Post Office
146 Curry Eva Mrs florist
Florida av intersects
IVY AV—South from E Voorhis,
1 east of Hull
328 Burrows Jessie Mrs
329 DeWitt Elm Mrs
419 Bott Harry
JACKSON AV—South from New
York av, 1 east of E
Blue Lake av
100 Pickett John P
JAMES—South from E Wino-
nawet av, 1 east of S Blue
Lake av
JANET—West from N Florida av
to Delaware av, 3 north of W
Flynn av
(No houses)
JOHN—(See Shaylor av)
JULIA AV S — South from 328
New York av, 1 west of Adelle
av
30 Pierce Handle S
124 Fuller Edson D
125 Guthrie
127 Newcom W Con
128 Blake Walter G

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r342 E New York av
Bilderbeck Henry r143 W New York av
Bills Horace R student John B Stetson Univ
Binford Edwin K student John B Stetson Univ
Binkley Thos A (Anna E) steward h344 N Orange av
Birch David (c; Marie) porter Mather-Barnes Co h612 W
Winnemissett av
Birch Leo (c; Fannie) porter Mather-Barnes Co h503 Clover
Birch Wm (c; Annie) lab h1110 (984) S Adelle av
Bird Clara (wid Chas) r228 W New York av
Birtwistle N Ada h649 W Minnesota av
BISHOP HARRY L (Adeline G) Mgr The Athens Hotel, r143
W New York av
Bishop Jas Jr student John B Stetson Univ
Bishop Lola Mrs nurse h146 E Voorhis av apt 4
Bishop Priscilla sten C B Stout Ins Agency r146 E Voorhis
av apt 4
Bixler Mary (wid Jas) r121 E Voorhis av
Bixler Nora r121 E Voorhis av
Bizelle Lily H (wid Frank A) r1607 W New York av
Black Alice J (wid Steph M) r333 W Pennsylvania av
Black Gregg (Annie) apt apt Hartford Ins Co and Citizens
Ins Co h610 N Woodland blvd apt 3
Black Harry E student John B Stetson Univ
Black Jas C (Susie A) h105 W New Hampshire av and
Greensboro Vt
Blackburn Wm P (University Service Station) h912 Caro-
lina av
Blackburn Wm P Jr atndt University Service Station r912
Carolina av
Blackstone Fannie R h535 E Rich av
Blackwell J T (c; Josephine) lab h rear 317 S Orange av
Blake Walter G (Ida G) h128 S Julia av
Blakey Lulu B student John B Stetson Univ
Blane Chas E (Eliz W) carp h121 E Indiana av
Blane Isaac T (Susie) h511 N Orange av
Blankenbaker Doris E student John B Stetson Univ r122 W
Wisconsin av
Blankenbaker Fannie (wid Robt) h122 W Wisconsin av
Black Paul A (Kate W) shoe repr N N Boston av sw cor E
Wisconsin av
Blocker Geo W (Connie B) genl formn h639 W University av
Blocker Jas W bottler Deland Coca-Cola Bottling Co r639
W University av
Blocker Willie M student r639 W University av
Blocker Winona B student r639 W University av
Blount Barbara student r320 W Rich av
Blount John (Alice I) carp h306 N Adelle av
Blount Jos W (Ida F) wks WPA h248 W Wisconsin av
Blount Julian C (c; Carolin) h19 E L Rowland Inc h220
Karr
Blount Junior (c; Maxine) h19 E L Rowland Inc h220
Karr
Blount Ovelida pkr Volusia Growers Inc
Blount Uriel (Aleva) civil eng h320 W Rich av
Blount Walter W (Orelda) lab h239 N Delaware av
Blount Wm L r306 N Adelle av

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New York av 6 e of Blue Lake av
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Bly Grant (Emma) mgr City of Deland h133 W Wisconsin
av
Boggs Chas H (V Inez) pkg hse wkr r ss Winnemissett av
3 e of Hill
Bohren Chlores E (Anna) barber Athens Barber Shop r229
W Rich av
Boiden Robt (c; Ida) lab h417 W Beresford av
Boles Clifford student r328 W Michigan av
Boiger McFarlane mgr Lovett's Groceries r210 E Ohio av
Bolin Thelma L student John B Stetson Univ
Bolles Arth h115 Palm ct
Bolling Jack ball player r119 E Indiana av
Bond John S (Eliz A) h431 E Rich av
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New York av
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Bonser Geo H (Mary S) gdnr h210 W University av
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Booker Jas G (Prudie A) jwir 111 1/2 W Indiana av h805 E
Rich av
Booker Nannon R Mrs clk Booker Ice Cream Co r345 S Wood-
land blvd
Booker Paul h19r Booker Ice Cream Co r345 S Woodland blvd
Booker Paul M Jr r Mrs Pearl Booker
Booker Pearl (wid Paul M) n Sperry sw cor N Amelia av
Booker Richd C (Cornelia M; Booker Ice Cream Co) h345
S Woodland blvd
Booker Vernell L (Nannon R) v-pres-asst mgr Booker Ice
Cream Co r345 S Woodland blvd
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Booth Gordon student John B Stetson Univ
Booth Jas W Jr student John B Stetson Univ
Booth Ruby student John B Stetson Univ
Borgh Arth (Ruth) h528 N Orange av
Bork Geo L poultry farmer h719 W Plymouth av
Bortz Arth T (Emily) h291 E Rich av
Boster Foster H (c) porter Deland Hotel
Bostick Beatrice (c) tchr Florida Av Colored Sch r232 S
Clara av
Bostick Beulah (wid Robt B) h500 S Florida av
Bostick Chas r500 S Florida av
Bostick Marion J (Helen) surveyor h419 Park
Bostick Roy student r500 S Florida av
Bostick Wm (c; Beatrice) butler h232 S Clara av
Boston Avenue School Mrs Myrtle W Richardson prin N Bos-
ton av se cor E Michigan av
Bott Barry h440 Ivy av
Botts Arth O (Candace) h242 W Howry av
Botts Clifford (Lillian) dep clk h435 Sans Souci pl
Botts Truman A student John B Stetson Univ r435 Sans
Souci pl
Bouchelle Anne student John B Stetson Univ

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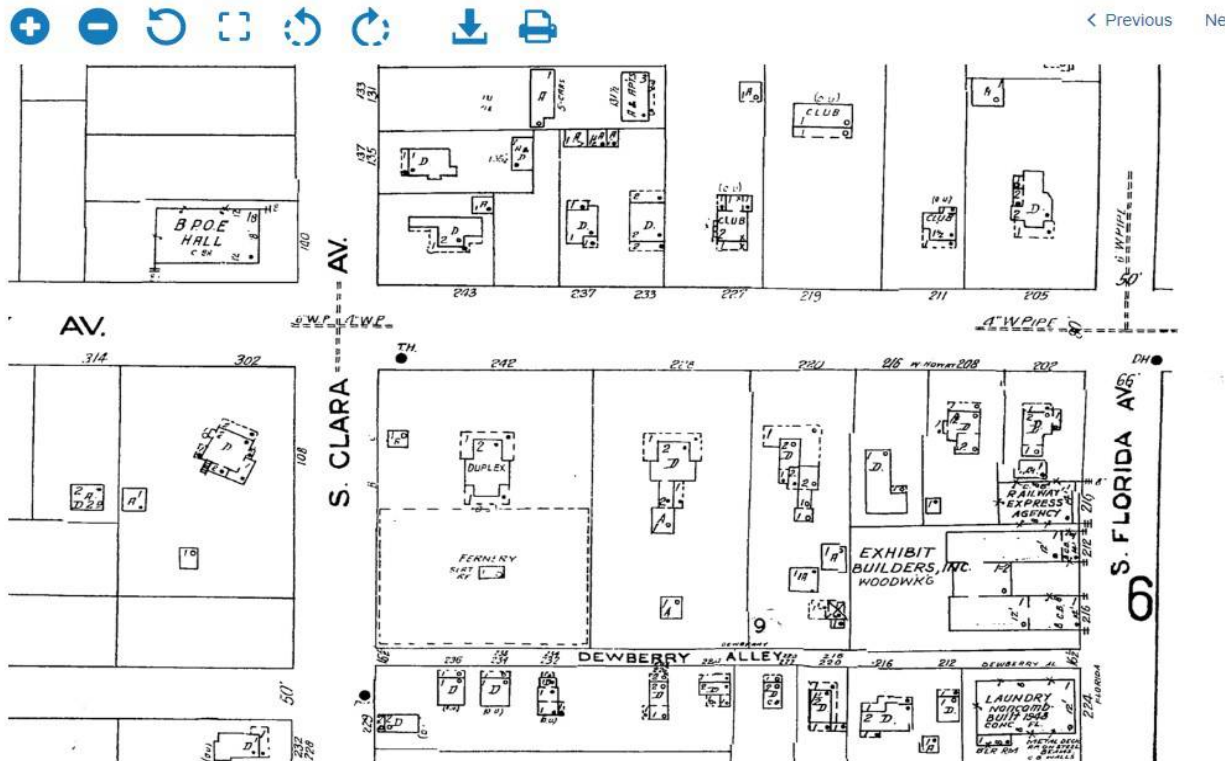
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Grubb Orella J h1412 E Voorhis av
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Grueshaber Nettie F Mrs (Orange City Mobile Park Homes) r1065 S Volusia av (OC)
Gruse Eugene (Bernice) r350 S Boulevard
Gruse Sandra emp Roehrs Mfg Co r350 S Boulevard
Guenther Albert (Ruby M) h E New York av
Guenther Albert J (Barbara C) tchr Daytona h437 E Rich av
Guenther Albert U (Dixie Iron & Wood Works) r Winnemes-sette
Guenther Louisa W (wid Albert J; Dixie Iron & Wood Works) h123 W Howry av
Guenther Melvin E (Eliz L; Dixie Iron & Wood Works) h819 N Boulevard
Guerin Hiram (Clara) h200 W Minnesota av (OC)
Guerra Chas A h149 E South
Guess Geo W (Madeline R) guard County Convicts Prison Farm h1525 Newport rd
Gulf Life Insurance Co Robt E Pillsbury supt 129½ N Boulevard R2-4
Gulf Oil Corp Cecil L Powell distr 323 N Delaware av
Gulledge Curtis atndt Billups Service Sta r RD 1 Box 442
Gully Wm C (Edith S) genl contr 207 E Rose Hill av h do
Gunn Verlin L (Evelyn W; Gunn Jewelry; Sanford) h529 E Rich av
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Gunby David K III (Folly) rep A M Kidder & Co Inc h245 E University av
Gunn Daisy L Mrs tchr Enterprise Sch r430 N Kentucky av
Gunn Ernest M (Lucy E) h433 N Fairview av
Gunn R Howard (Daisy L) v-pres-asst-treas Ralph H Beesley Inc h430 N Kentucky av
Gunter Carl A (Ora T; Gunter Machine Co) h108 W Beresford av
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Gurry Rosa Lee P Mrs ofc sec Allison & Bishop r24 W New York av

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Gusso Gordon (Gladys H) h1413 W Douglass av
Gustafson Laura emp Hotel Putnam r Shady Lane Trailer Park
Guthrod Marla (wid Marvin P) h232 S Blue Lake av
Guthrie H L (Myrtice) servmn Fla Pwr h724 S Florida av
Guthrie Myrtice Mrs asst bkpr Penney's r724 S Florida av
Guy Bertha R (wid Don) h226 Leon av
Guys Luther (Nettie M) h615 W Brightwood av (OC)
Guyse Paul (Betty J) driver D M Lackey Trucking h525 W Blue Springs av (OC)
H & O Truck Brokers (Sidney Upchurch Ingram E Stokes) trt hauling 1125 N Boulevard
Hackney Wm E (Vera) h1387 W Beresford av
Haddock Eltonaize h1238 N Boundary
Haddock Michl clk A&P r Box 1003
Hadley Gerald M (Lenna I) with Reliable Constn Co Inc h500 W Hogle av
Haddnot Dorothy G (wid Edw) maid Fish Mem Hosp h12 Lenox ct
Hagadorn A D produce mgr Setzers Food Store No 733
Hagadorn Esta L Mrs teller Barnett Natl Bk of DeLand r Cas-sadaga Fla
Hageman Betty D Mrs meat wrapper Winn Dixie r113 Anita
Hageman Harold H (Betty D) butcher Winn-Dixie h113 Anita
Haggard John G (Maggie L) r533 W Rich av
Haggard Laura E financial sec First Baptist Church h533 W Rich av
Hagstrom Albin (Albin Hagstrom & Son Fernery) r Pierson Fla
Hagstrom Albin & Son Fernery Albin Hagstrom Richd Hag-strom Fernery S Ridgewood av
Hagstrom Lessie W furn rms 236 S Boulevard h do
Hagstrom Rayford Nursery Rayford Hagstrom in chg fernery 212 Temple av
Hagstrom Rayford (Rayford Hagstrom Nursery) r Pierson Fla
Hagstrom Richd E (Jenetha B; Albin Hagstrom & Son Fernery) h S Ridgewood av
Hague John A (Janet R) instr Stet U h1304 N Amelia av
Hahn Anna M (wid Theo F) h140 N Spring Garden av
Hahn Jennifer R student r222 S Stone
Hahn Louisiana r548 W Euclid av
Hahn Theo F Jr (Helen DeM) phys 231 E Rich av h222 S Stone
Hahn Theo T III USN r222 S Stone
Haigh Edna Mrs nurse Fish Mem Hosp r777 N Summer av
Haigh Wm S (Edna) eng aide 111 State Rd Dept h777 N Summer av (OC)

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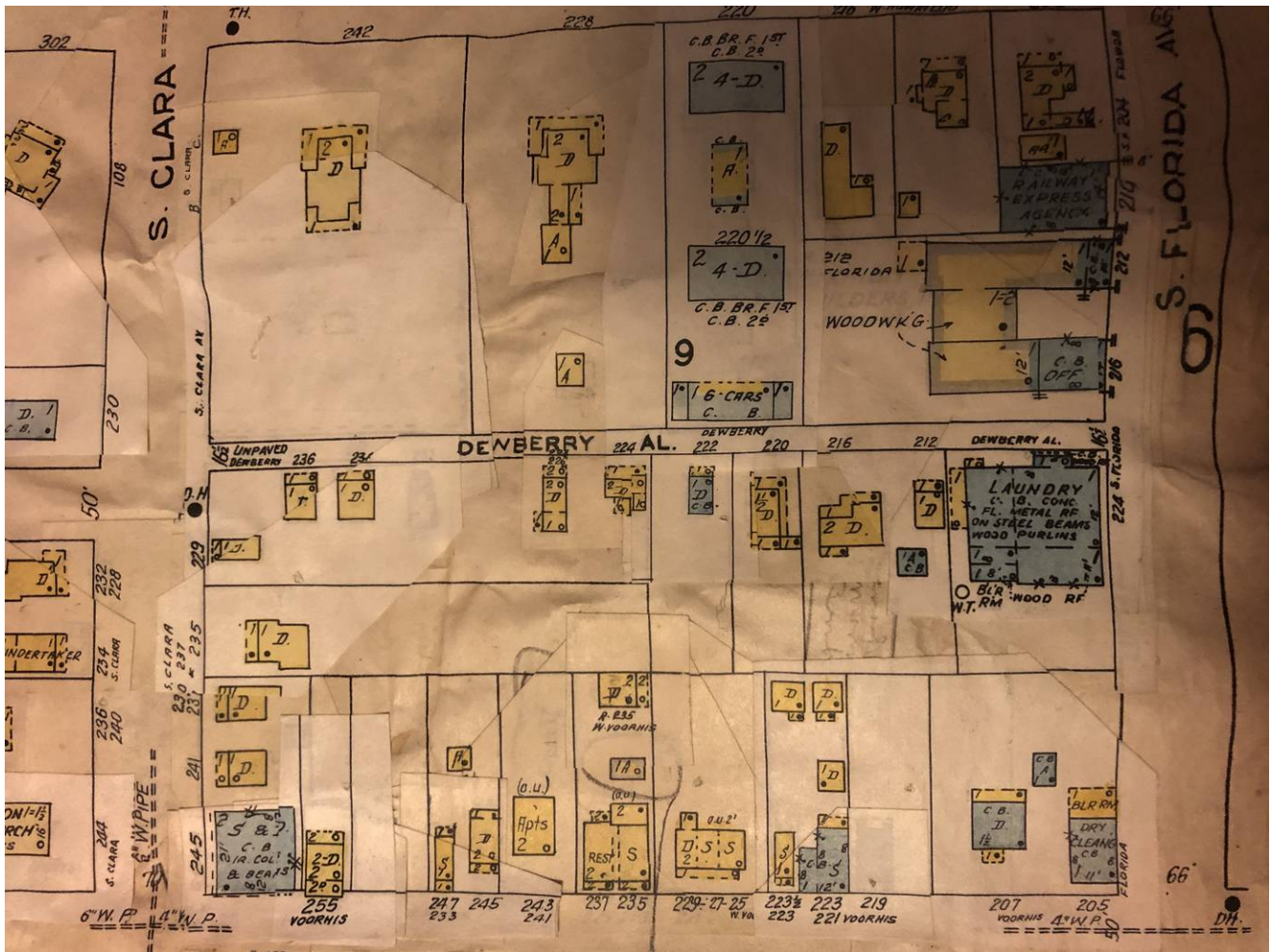
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TEL. REDwood 4-2938

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233½ Waldorf Court
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2 Campbell Sally A Mrs
3 Piliers Frank H 4-0152
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January 24, 1917

DeLand news (published as THE DELAND NEWS) - January 24, 1917 - page 3
 January 24, 1917 | DeLand news (published as THE DELAND NEWS) | De Land, Florida | Page 3

Mr Clifford Botts and wife have taken up their abode at the Botts home on Clara and Howry avenues.

CITATION (CMS STYLE)

DeLand news (De Land, Florida), January 24, 1917: 3. NewsBank: Access World News – Historical and Current.
<https://infoweb.newsbank.com/apps/news/document-view?p=WORLDNEWS&docref=image/v2%3A16A0C1367B8B6805%40EANX-17648B456FE919D7%402421253-17633E2C857DBC7F%402-17633E2C857DBC7F%40>

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DeLand Sun News - January 29, 1945 - page 3

January 29, 1945 | DeLand Sun News | De Land, Florida | Page 3

Mrs. Stella Guess of Miami has arrived in DeLand for an extended visit with her parents, Mr. and Mrs. A. O. Bolts, at their home on West Howry Avenue.

CITATION (CMS STYLE)

DeLand Sun News (De Land, Florida), January 29, 1945: 3. *NewsBank: Access World News - Historical and Current*.
[https://infoweb.newsbank.com/apps/news/document-view?](https://infoweb.newsbank.com/apps/news/document-view?p=WORLDNEWS&docref=image/v2%3A14C87A99D2CAF590%40EANX-1764BD17A0A9B8A6%402431485-1762491C276694E6%402-1762491C276694E6%40)

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Clifford Botts Dies; Former Deputy Clerk Of Circuit Court

Clifford Botts, for 55 years a deputy clerk of the Circuit Court in Volusia County who retired Aug. 30, 1965, died Wednesday in a local nursing home at the age of 86.

Mr. Botts was born in the small Northwest Volusia community of Eldridge, near Pierson. He moved to DeLand in 1898. He was the son of the late O.A. Botts who for many years headed the DeLand public school system.

A member of the First Baptist Church of DeLand, Mr. Botts served as a volunteer fireman for the City of DeLand for about

(Continued On Page 2)

CITATION (CMS STYLE)

DeLand Sun News (De Land, Florida), February 27, 1975: 1. *NewsBank: Access World News - Historical and Current*. <https://infoweb.newsbank.com/apps/news/document-view?p=WORLDNEWS&docref=image/v2%3A14C87A99D2CAF590%40EANX-1762454F0A7F8852%402442471-176243F204D0BB9C%400-176243F204D0BB9C%40>.

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Botts _____

50 years and was once the volunteer fire chief.

Mr. Botts is survived by his wife, Lillian, one son, Truman A. of Arlington, Va.; one daughter, Mrs. Jean Morales of San Francisco, Calif., one brother Harry, of Pensacola; two sisters, Mrs. Stella Guess of DeLand and Mrs. Eulla Coleman of Palm Beach; and two grandchildren.

The Allen-Summerhill Funeral Home is in charge of arrangements.

CITATION (CMS STYLE)

DeLand Sun News (De Land, Florida), February 27, 1975: 2. *NewsBank: Access World News - Historical and Current*. <https://infoweb.newsbank.com/apps/news/document-view?p=WORLDNEWS&docref=image/v2%3A14C87A99D2CAF590%40EANX-1762454F0A7F8852%402442471-17614ABC50C01E03%401>.

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April 22, 1992

DHA may relinquish Heritage House to city.

By JULIE WATSON
Sun News Writer

DELAND — The DeLand Housing Authority might find relief from the financial burden of the Heritage House and other rental properties it owns.

At a March 26 housing authority meeting, the board voted unanimously to direct the authority's executive director, Linda McDonnell, to work out an agreement with City Manager Hal Pyke to give Heritage House, 247 W. Voorhis Avenue; the building at 238 S. Amelia St. that Twinkle Star Montessori School rents; and the building

at 254 W. Voorhis Ave. that the Council on Aging and the Private Industry Council rents back to the city.

Pyke said he received a letter from the housing authority 10 days ago regarding the properties, but has not researched the deeds, the legality of the transfer nor how the transfer should take place.

Pyke said the city will have to decide what kind of burden or advantage the properties would be to the city.

The transfer would have to go before the city commission for approval.

The DHA bought the Heritage House

from the city of DeLand in 1987 for \$24,154. The DHA pays the city monthly. As of Tuesday, the DHA's balance due to the city was \$1,755. The final payment date is April 1, 1993.

The building houses offices that benefit the low- to moderate-income population and financially has broken barely even. Currently the 1920s structure has two tenants, Daytona Beach Community College's office for general education diploma (GED) courses and Employment Training Foundation's office which also offers GED courses.

"It is a burden to them (the DHA)," Pyke said about Heritage House.

CITATION (CMS STYLE)

DeLand Sun News (De Land, Florida), April 22, 1992: 5. NewsBank Access World News - Historical and Current. <https://infoweb.newsbank.com/apps/news/document-view?p=WORLDNEWS&docref=image%2F3A14C87A99D2CAF590%40EAXN%1761FE97A3EA035F%402445488-1760FD3C29E08AFD%401-1760FD3C29E08AFD%40>

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June 2, 1983

Stella Guess

Mrs. Stella Botts Guess, 89, of 451 S. Amelia Ave., died Wednesday in an area nursing home.

A native of Eldridge, Mrs. Guess had been an area resident all her life. She was a former seamstress for Betty Dreka's store in DeLand.

She is survived by one sister, Eulla B. Coleman of West Palm Beach, and several nieces and nephews, including Jane B. Jones of South Daytona.

The family suggests memorial donations be made to a favorite charity.

The Allen-Summerhill Funeral Home is in charge of arrangements.

CITATION (CMS STYLE)

DeLand Sun News (De Land, Florida), June 2, 1983: 2. NewsBank Access World News - Historical and Current. <https://infoweb.newsbank.com/apps/news/document-view?p=WORLDNEWS&docref=image%2F3A14C87A99D2CAF590%40EAXN%1761FE97A3EA035F%402445488-1760FD3C29E08AFD%401-1760FD3C29E08AFD%40>

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**ONE ACRE PLUS- Downtown
DeLand, 242 W. Howry. Corner
Lot, large two story home built in
1888, zoned P-1, owner will
finance. \$90,000. Call 1-767-
5238, S. Daytona.**

CITATION (CMS STYLE)

DeLand Sun News (De Land, Florida), June 9, 1984: 22. *NewsBank: Access World News – Historical and Current.*
[https://infoweb.newsbank.com/apps/news/document-view?
p=WORLDNEWS&docref=image/v2%3A14C87A99D2CAF590%40EANX-17620453C21805EA%402445861-
1760FD7594032B77%4021-1760FD7594032B77%40](https://infoweb.newsbank.com/apps/news/document-view?p=WORLDNEWS&docref=image/v2%3A14C87A99D2CAF590%40EANX-17620453C21805EA%402445861-1760FD7594032B77%4021-1760FD7594032B77%40).

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September 25, 1968

Body Is Recovered

The body of William L. Remillet, 52, of 242 W. Howry Ave., was found in the St. Johns River near Lake George late Tuesday.

Remillet had been missing since Saturday night. His drifting boat was spotted by a fishing camp operator between Ormand's Jungle Den and South Moon Camp about two hours after Remillet was last seen.

A resident of DeLand for three years, he was employed at Keller Kitchen Cabinets. Born at Canton, Ohio, he was a Catholic and was a veteran of World War II.

He is survived by his mother, Mrs. Mable Remillet of DeLand; three sisters, Mrs. Lathryn Cullison of DeLand, Mrs. Edith Jones of Goldsboro, N.C., and Mrs. Virginia Kiff of Norfolk, Va., and two brothers, Paul of Fort Lauderdale and Robert of DeLand.

Graveside services will be at 10 a.m. Thursday in Oakdale Cemetery with Father Edward O'Shea officiating. Lankford Funeral Home is in charge of arrangements.

CITATION (CMS STYLE)

DeLand Sun News (De Land, Florida), September 25, 1968: 1. NewsBank: Access World News - Historical and Current. <https://infoweb.newsbank.com/apps/news/document-view?p=WORLDNEWS&docref=image/v2%3A14C87A99D2CAF590%40EANX-176304884DFF52A%402440125-1762B936B0473BF6%400-1762B936B0473BF6%40>.

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October 25, 1991

DHA faces money woes over its Heritage House

By **JULIE WATSON**

Sun News Writer

DELAND — Linda McDonnell, director of the DeLand Housing Authority, told the board, it is "about to lose its shirt on the Heritage House."

The building, 247 W. Voorhis Ave., was renovated in 1986 for offices that benefit the low to moderate income population. However, the 1920s structure remains vacant except for Daytona Beach Community College's office for general education diploma (GED) courses.

The college rents an office for \$435 a month plus 31.41 percent of the utilities that includes telephone, water and electric. DBCC recently extended its lease until June 1992. The percentage of the utilities is based on the square footage of the office.

DBCC was looking for a less expensive office but decided to stay at Heritage House.

"Right now we're breaking even on the Heritage House," McDonnell said.

Maintenance Director Ron Normand told the board Heritage House has been vandalized in the past three months and the cost of repairing the property was \$500.

Normand said the back of the property is in sad shape now because the lattice work has been vandalized and the grounds are overgrown. The house should be pressure cleaned and painted, costing about \$4,000 to \$5,000, Normand estimated.

Board member Leroy Williams suggested the DHA "dump the place." However, the authority does not own the property outright.

The authority sold the property in 1986 to Robert Glisson. Then in 1987, the DeLand City Commission voted to buy the property from Glisson.

The DHA bought the property back from the city for \$24,153.75. According to Janet Brock, DeLand's director of finance, DHA put \$20,000 down and is paying the city for the rest of the funds.

DHA pays the city monthly and has a \$2,284.64 balance due. The final payment date is April 1, 1993, based on a 60-month period, Brock said.

McDonnell said she was consulting with the DHA's attorney to determine what could be done with the property.

"We cannot continue to go on like this," McDonnell said. "It's just a leech."

CITATION (CMS STYLE)

DeLand Sun News (DeLand, Florida), October 25, 1991: 3. NewsBank: Access World News - Historical and Current. <https://infoweb.newsbank.com/apps/news/document-view?p=WORLDNEWS&docref=image/v2%3A14C87A99D2CAF590%40EANK:17619679FA06CDE%402448555-1761960A68CD6AAC%402-1761960A68CD6AAC%40>

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November 10, 1986

Heritage House opens with smiles



MIKE BAILEY/STAFF PHOTO

Chatting during an open house Saturday for the new Heritage House small business incubator on South Voorhis Avenue, are, from left, Al Gaines of Gaines Taxi Service, Minerva Small of Teacher's Aide, Karen Lee of the DeLand

Housing Authority, Carol Thomas of Teacher's Aide and Dr. Andrew Randolph, a new Internist in town who will practice one day a week at the facility.

CITATION (CMS STYLE)

DeLand Sun News (DeLand, Florida), November 10, 1986: 1. NewsBank: Access World News - Historical and Current: <https://refweb.newsbank.com/apps/news/document-view?p=WORLDNEWS&docref-image/v2%3A14C87A99D2CAF590%40EANK-1761EC0E32421638%402446745-1761E97D33BC487E%40-1761E97D33BC487E%40>.

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November 11, 1986

Setting The Record Straight

DeLand's Heritage House small business incubator is on West Voorhis Avenue and not as stated in Monday's edition of the DeLand Sun News.

CITATION (CMS STYLE)

DeLand Sun News (De Land, Florida), November 11, 1986: 2. *NewsBank: Access World News - Historical and Current.*
[https://infoweb.newsbank.com/apps/news/document-view?
p=WORLDNEWS&docref=image/v2%3A14C87A99D2CAF590%40EANX-1761EC0E8C1DB7C3%402446746-
1760F6AD7B0D1B94%401-1760F6AD7B0D1B94%40](https://infoweb.newsbank.com/apps/news/document-view?p=WORLDNEWS&docref=image/v2%3A14C87A99D2CAF590%40EANX-1761EC0E8C1DB7C3%402446746-1760F6AD7B0D1B94%401-1760F6AD7B0D1B94%40).

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December 6, 1986

By MIKE BAILEY
Staff Writer

The reception Sunday at the Chisholm Center for Dr. Andrew Randolph, M.D., will be more than a welcome for DeLand's newest physician.

Randolph, a specialist in internal medicine, happens to be black. Although he comes to DeLand because West Volusia Memorial Hospital advertised for a primary care physician, his arrival also means a seven-year campaign by DeLand's black community to locate a doctor here can finally rest.

His decision to open a satellite office in Heritage House, the small business incubator on West Voorhis Avenue, helps cap a five-year program by the DeLand Housing Authority to revitalize an area that once prospered with black businesses.

Randolph, in turn, is comfortable in DeLand and, unless his practice doesn't grow, sees no reason to move on.

When community members and city and housing authority officials welcome Randolph and his family Sunday, the meeting will be both an ending of a search and a beginning of a new practice.

Andrew Randolph grew up in Roselle, a borough in northern New Jersey. He earned his bachelor's of science degree from Tuskegee Institute in Tuskegee, Al., in 1976 and graduated from Rutgers Medical School, Piscataway, N.J., in 1980. He completed his internship in two Newark, N.J., hospitals in 1981 and his residency at Tulane University, New Orleans, La., in 1986. From 1982 to 1984, he also fulfilled an obligation to the public health service by providing medical care to indigent Mexican-Americans in Laredo, Texas.

As a specialist in internal medicine, Randolph is qualified to treat diseases of organ systems, muscles and bones. He is not a general practitioner and does not deliver babies, but "most of the things children present to a physician's office, I am comfortable taking care of."

Randolph is relaxed as he talks; he has just come in from a walk. The rough wood walls of his North Stone Street office glow warmly by lamplight. His voice picks up as he explains why he came to the South.

"I wanted to live in Florida. First, it is close to Puerto Rico, where my wife is from. Also, I like the climate, the year-round sports, fishing, the water — it's an ideal place."

He came to DeLand, he said, because of the degree of security provided by his arrangement with the West Volusia Medical Services Foundation. "It's something you look into when choosing a place to practice."

Since opening the office Nov. 1, the patient load has been light one day, heavier another — "typical of a new practice." Once-a-week office hours at the Heritage House begin early in January. In six to eight months, he should know how the practice will do.

The doctor's family, wife Ana Rosa Randolph, son Axel Rosa Randolph and daughter Ana Cristina Randolph, will be present at the 4 to 6 p.m. Sunday reception which the ElectraLytes Charity Club has organized.

One way to understand what is expected of Randolph is to begin with the story of Dr. Lancaster Starke, a black doctor who lived on South Clara Avenue and served the community for 53 years.

Alzada Fowler, a Lake Helen resident and past president of the ElectraLytes, remembers Starke as "an old-fashioned doctor," one who routinely made house calls and refused to raise his prices.

"People felt very comfortable with him," she recalled. "He was very professional."

Upon his death in 1979, the ElectraLytes spearheaded a drive to find a replacement but had little success. During a two-year campaign, they discovered that many neighbors had become attached to Starke and would not affiliate themselves with another doctor. Others drove to Daytona Beach for treatment.

Finding a black doctor for their community became a priority.

Reasons other than providing a choice in physicians arose, too. Community leaders saw a need for professionals as role models for their children. They also hoped for someone who could "give talks to different civic groups on health topics, such as the problems of hypertension, sickle cell anemia and forms of cancer which are peculiar to our race," Fowler said.

When the DeLand Housing Authority set about to rejuvenate the 200 block of West Voorhis Avenue, community input put "a black doctor" on the five-year plan. The small business incubator was to supply the means.

Asolution to rising medical costs was one reason the West Volusia Medical Services Foundation decided to add a physician to West Volusia Memorial Hospital, Administrator Larry Welch explained.

Doctors were seeing an increase in non-emergency visits by patients who used the emergency room as substitute for timely medical care. A high percentage of these patients were people living near the federal poverty guidelines and didn't qualify as certified medical indigents (whose bill is spread over the entire West Volusia Hospital Authority tax base). Rather than get medical attention early, they were waiting as long as possible to keep their costs down.

That meant they were sicker when they finally came in. It also meant their acute condition required more attention. And because they didn't have a doctor familiar with their case history, more tests were often necessary to find the problem.

These factors, compounded by hospital fees that increase the expense of an emergency room visit, meant big bills that were hard to pay. Many were skipping on their debts, forcing the hospital to pass the cost on to the paying patients and their insurance companies, driving up prices.

The hospital authority decided to establish a walk-up practice next to the hospital that would be much like its primary care centers in Deltona and DeLeon Springs. These offered service and convenience at a lower cost than the emergency room, and treated the certified medically indigent at no charge, Welch said. The goal was to save taxpayers and paying patients money by reducing the flow into the emergency room.

So the foundation advertised for a primary care physician. "Once (Randolph) expressed an interest in coming, the hospital board decided to provide him with a minimum guaranteed income, office staff and equipment on hospital property," Welch said.

When Randolph expressed an interest in seeing patients at Heritage House, the foundation (which is funded through the hospital) helped pay his first year expenses.

"As the community gets to know Dr. Randolph, we hope they'll choose him," Welch said.

While Randolph will essentially be a private physician and manage his own office, he has agreed to treat referrals and certified medical indigents from the hospital.

If the hospital is able to establish a Medicaid HMO, about 2,000 West Volusians would become eligible for a personal physician and Randolph could treat them, Welch said. The health maintenance organization program could begin as early as next spring.

CREATION (CMS STYLE)

DeLand Sun News (De Land, Florida), December 6, 1986, 14, NewsBank-Ancora World News - Historical and Current. <https://newsbank.com/apps/news/document/view?WORLDNEWS&docref=image%2F3A14C37A902CAF590A0E4061761EC18C0C02C0402446771-1760B86540E0C04A013-1760B86540E0C04A013>

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December 10, 1990

DHA plans to sell Heritage House

By **CHUCK NELSON**
Sun News Writer

DELAND — The DeLand Housing Authority plans to sell Heritage House, which has used up more than \$191,000 in federal funds, for approximately \$10,000.

Grant funds were used to acquire and renovate a 1920s home at 247 W. Voorhis Ave. to be used to incubate small businesses. Offices for minority or women tenants were provided, but the building never paid for itself.

Currently, the sole tenant is the Daytona Beach Community College general education diploma course, which pays a \$175 monthly rent.

In 1986, Robert Glisson purchased the property from the DHA at the same time he was

auditing DHA records. The Department of Housing and Urban Development auditor general's office said Glisson's ownership presented no conflict of interest, but local officials questioned its propriety.

Part of the sale agreement between Glisson and the DHS allowed him to rent to anyone if minority tenants weren't seeking offices in the building. This conflicted with HUD regulations.

The DeLand City Commission voted in 1987 to buy Heritage House from Glisson Properties Inc., Ocala, for a \$20,000 purchase price, assumption of a \$91,500 mortgage and \$4,154 Glisson said he lost operating the facility.

The DHA bought Heritage House back from the city.

The ElectraLyte Club may buy the building. Many of the club's activities are currently based in the Chisholm Community Center on South Clara Avenue. Because the ElectraLytes perform charitable services for low-to-moderate income residents, the county Community Services Department is expected to approve the sale of the federally-funded building.

Clark St., Enterprise, 32725; or the Florida United Methodist Children's Home; 51 Main St.; Enterprise.

CITATION (CMS STYLE)

DeLand Sun News (De Land, Florida), December 10, 1990: 5. NewsBank: Access World News - Historical and Current. <https://infoweb.newsbank.com/apps/news/document-view?p=WORLDNEWS&docref=image%2F3A14C87A99D2CAF590%40EANK-176195191CA2CB23%402448236-176194562ACB3D6E%404-176194562ACB3D6E%40>

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PUBLIC SCHOOL CORNER.

OF, FOR AND BY THE PUPILS.

Editor in Chief—CLIFFORD BOTTS.

SUB-EDITORS.

Eighth Grade	CYRIL HAPPERT
Seventh Grade	NINA MORGAN
Sixth Grade	WILL PAGE
Fifth Grade	LIZZIE TEATE
Fourth Grade	RAYMON JORDAN
Third Grade	EMMA BUSHNELL
Second Grade	ALICE HATCHER

Mr. Frank Davidson, comedian, supported by an excellent company, will present the comedy, "Old Farmer Hopkins," in the High School Auditorium on the evening of February 25. Mr. Davidson has a natural reputation as a comedian, and lovers of this style of work are assured an evening of pleasure with him.

"Old Farmer Hopkins," a clear-cut, well-written rural play, beautifully staged and well acted, created a fine impression last night. — Cincinnati Enquirer.

Last Friday at recess the boys assembled in the library and two baseball teams were organized. George Bradley was elected as captain of one team and Will Page of the other. They then chose the teams, which now line up as follows:

Bradley's team—Chas. Allen, c; Rossie Bushnell, p; Raymon Spaulding, 1st b; George Bradley, 2nd b; Clifford Botts, 3rd b; Duke Woodson, s.s.; Fred Wood II; Frank Dade, cf; Roland Hart, rt.

Page's team—Victor Chauvin, c; Will Page, p; Tom Hays, 1st b; Tom Barlow, 2nd b; Sam Smart, 3rd b; Cyril Happersett, s.s.; Paul Bradley, lf.

These are only practice teams, and if we develop as fast the rest of the year as we have so far, we will have a very good team before spring and probably have some games.

The books for the auditorium have been ordered and are on the way, but it does not seem best to go into the building every morning till after Christmas. By that time we hope the heating apparatus will be in order so that we can invite the parents of the children to attend our exercises.

EIGHTH GRADE

Two new pupils have joined the 8th grade this week; they are Maggie Kling and Fred Burton.



A Remedy That No One Is Afraid To Take.

Dr. Thacher's Liver and Blood Syrup has been used in thousands of homes for fifty-two years with perfect confidence and the most remarkable results.

The great success of this remedy is due to the fact that its formula (which consists of Buchu, Hydrangea, Mandrake, Yellow Dock, Dandelion, Sarsaparilla, Gentian, Senna and Iodide of Potassium) has been freely published.

Doctors and Druggists everywhere do not hesitate to recommend a preparation which they know contains the best-known remedies for correcting all irregularities of the Liver, Kidneys or Blood, and the diseases caused by the failure of these functions to perform their proper work.

If we were given a test in geography just at present it would strike some of us pretty hard.

We had a written lesson in civil government Tuesday afternoon, and most of us found that we did not have so much trouble in it as we expected when we first took it up.

SEVENTH GRADE

The 7th grade has two new pupils—Grace Strong and a visitor.

The 7th grade had a spelling match last Friday. Eleanor Bly and Nina Morgan were choosers; there was a tie, neither side coming out ahead.

The two school teams had a practice game last Friday. Will Page's team beat the other 4 to 2. We had another game yesterday, the other side won 1 to 0.

The boys are improving greatly. George Bradley is the captain of one side; Charlie is his catcher. Will Page is captain and pitcher of the other side and Victor Chauvin is catcher for Will Page.

The 7th grade wrote a composition yesterday, and we are going to have one every week.

SIXTH GRADE

We have had some serious trouble lately with disorderly pupils. We know the necessity of good order; nothing can be accomplished without it.

Ruth Hon and Hattie Turner made the best grade in deportment last week.

Martha Banta stood up the longest in our last spelling match.

Rosa Lofquist, Blish Lee, Ruskin Rosebrough, Charles Smiley, Ruth Hon, Frank Dade, Martha Banta, Pearl Bennett, Lilla Morris, Hilda Lofquist and Robert Bly made 100 per cent in spelling last week.

Among the best readers of our room are: Carrie Dunbar, Pearl Bennett, Eveline Ackroyd, Sidney Davis and Charles Smiley.

Some of the best writers are: Mary Keith, Pearl Bennett, Jeannette Ryland, Alfred Smiley, Hilda Lofquist, and Hilda Kruse.

Mary Keith drew the best outline map of North America this week.

We regret very much to hear of the death of Mary Jamison's little sister. We miss Mary very much from school and hope to see her back soon.

The Xmas exercises have been postponed.

Martha Banta brought her large yellow cat to school Tuesday morning and we had some fun with him. He weighs 12 pounds.

We are learning a song called "Vacation Song." It has Ho! ho! in it, and that is what we like about it.

There have been a good many scholars absent this week. We

Fwd: 247 W. Voorhis Avenue - 1 / Sanborn Maps & city directory research

1 message

Mark Shuttleworth <mark@floridavictorian.com>
To: Anna Tomczak <annatomczak23@gmail.com>

Sat, Apr 3, 2021 at 4:50 PM

----- Forwarded message -----

From: **Sidney P. Johnston** <sjohnsto@stetson.edu>

Date: Sun, Jan 17, 2021 at 9:22 AM

Subject: 247 W. Voorhis Avenue - 1 / Sanborn Maps & city directory research

To: mark@floridavictorian.com <mark@floridavictorian.com>

Hi Mark,

I conducted a little research on the house for which you indicated an interest at 247 W. Voorhis Avenue. Using Sanborn Company maps and Property Appraiser's records as a reference point, I believe the house originally was located at 242 West Howry Avenue. The Sanborn Maps depict a house at 242 W. Howry Avenue with a very similar footprint to the existing house at 247 West Voorhis Avenue. The 1965 Sanborn Map confirms that no dwelling of that size or with that footprint then was located at 247 West Voorhis (or nearby). The property appraiser records reveal significant activities at 247 West Voorhis Avenue in 1986, the year the house appears to have been moved to that location, with a deed conveying the property at 242 W. Howry Avenue to the City of DeLand in 1986. All else follows from the primary assumption that the house was originally located at 242 W. Howry Avenue, which I cannot document with 100% certainty.

I could not locate in newspapers the house being moved, although I did locate a newspaper report of its grand opening as "Heritage House." One newspaper report (actually, an advertisement for its sale in 1984 – see attached newspaper in following email) indicates the house was built in 1888 (perhaps this is correct); other reports cite the 1920s (not accurate). I don't know the sources of that research, a term I use lightly for those references. For all I know, Bill Dreggors or some other person associated with the historical society made up those dates for public consumption. The is DeLand, so of course there's going to be some ghost story or suspicious activity dredged up, right? Well, a 1968 newspaper report has a suspicious death associated with the resident of the house (not in the house, mind you), at the St. Johns River – newspaper report included, of course!

The available city directory and newspaper records I'm emailing you indicate the house has associations historically with the Botts family. I will forgo any narrative about the Botts family and let

the attachments in the next several emails tell the stories.

If the house dates to 1888, that places the house in rare company in DeLand, because relatively very few buildings from the 1880s still stand in the city.

Finally, the attached articles (email # 3) also provide a few details about how the house (then named Heritage House) in the 1980s became a center of intense and inspired entrepreneurial spirit in the neighborhood.

All the best in this new venture! ~ Sidney

CITY OF DELAND
Request for Commission Action
December 4, 2023

SUBJECT: Second Reading of Ordinance No. 2023-28, Amending Land Development Regulations to Add Doggie Daycare as an Allowed Use where Veterinary Clinics are Allowed and Adding Veterinary Clinics and Doggie Daycare Facilities with no Outside Runs or Kennels as a Conditional Use in C-2A. First Reading on 11-20-2023.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Ordinance, LDR23-196 Staff Report Doggie Daycare - ADA, Doggie Daycare - CC with Vet Clinic in C-2A

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

SUMMARY/HIGHLIGHT:

The City's current Land Development Regulations do not include Doggie Daycare as an allowed use in any of the City's zone districts. Over the past few years there have been several inquiries regarding doggie daycare facilities. Staff evaluated the anticipated impact of a doggie daycare facility with no outdoor runs or kennels and determined that "Veterinary Clinics allowing inside overnight boarding, no outside runs or kennels" is a similar use with similar impacts. As such, staff drafted revisions to add doggie daycare to this use for clarification purposes. Staff is also proposing an update to the use table, Section 33-17.23 to allow Veterinary Clinics and Doggie Daycare facilities, with no outside runs or kennels, as a conditional use in C-2A.

The City Commission unanimously approved first reading on November 20, 2023.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Community and Change Focus Areas - Land Development Code Review - Review of codes to address future development patterns and issues.

SUSTAINABILITY:

Land Use Guidelines: concentrate development in the urban core region or at transit-oriented sites and corridors.

FISCAL IMPACT:

This modification to the Land Development Regulations would allow additional opportunities for businesses within the P-1, BR, C-2, C-2A, and C-2AC zone districts as well as C2-A and M-1 zone districts.

RECOMMENDATION:

Staff recommends approval of this Ordinance on Second Reading.

BACKGROUND/DISCUSSION:

On October 11, 2023, the Planning Board unanimously recommended approval of the proposed revisions to the

Land Development Regulations to add Doggie Daycare as an allowed use where veterinary clinics and hospitals are allowed and recommended that the definition be clarified to allow overnight boarding. Based on the Planning Board recommendation, the draft revisions have been expanded to also include doggie daycare in zone districts where veterinary clinics with outdoor kennels and runs are allowed. Section 33-12 will be updated to add a definition for doggie daycare, and clarify the parking requirements in Section 33-91.03 for veterinary clinics to include doggie daycare. The parking requirements for veterinary clinics have also been revised to add doggie daycare uses. The proposed draft also adds Veterinary Clinics and Doggie Daycare facilities with no outside runs or kennels as a conditional use in C-2A.

ORDINANCE NO. 2023 - 28

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING VARIOUS SECTIONS WITHIN THE CODE OF ORDINANCES OF THE CITY OF DELAND/LAND DEVELOPMENT REGULATIONS RELATING TO DOGGIE DAYCARE FACILITIES; BY AMENDING SECTION 33-12 “DEFINITIONS”; BY AMENDING SECTION 33-17.23 “ALLOWED USES IN COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS”; BY AMENDING SECTION 33-91.03 “NUMBER AND TYPE OF PARKING SPACES REQUIRED”; AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, there has been a significant increase in the marketplace for facilities that board dogs, both during the day and overnight, which facilities are oftentimes referred to colloquially as “doggie day care” facilities; and

WHEREAS, it is necessary to amend Chapter 33 “Land Development Regulations” of the Code of Ordinances of the City of DeLand, in order to provide a specific definition of doggie day care facilities and to identify where such facilities may be located and to distinguish between facilities which do and do not have outside runs for the dogs.

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

Section 1. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-12, “Definitions” by adding the new underlined language alphabetically, to be read in full as follows:

Sec. 33-12. - Definitions.

Doggie daycare – A facility providing such services as canine day care for all or part of a day, obedience classes, training, grooming, or behavioral counseling. Such facility may include overnight boarding.

Section 2. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending the chart for Section 33-17.23 “Allowed uses in commercial and industrial zoning districts” by adding the new underlined language (to be inserted into the existing chart) and by deleting the ~~strike-through language~~ to be read in full as follows:

33-17.23 Allowed uses in commercial and industrial zoning districts.

MEDICAL SUPPORT (See also Section 33-19.11)									
	P-1	BR	C-1	C-2	C-2A	C-2AC	C-3	C-4	M-1
Medical office	P	P	P	P	P	P			
Apothecary shops	P		C ¹⁵						
Drugstores and pharmacies	P	P		P	P	P			
Hospitals				P					
Laboratories, hospitals and clinics	E ¹⁵		P	P	P	P			
Medical clinics over 5,000 square feet	E ¹⁵	E ¹⁵		P	P	P			
Nursing homes and adult congregate living facilities			P	P	P	P			
Veterinary clinics <u>and doggie daycare facilities</u> allowing inside overnight boarding for clinical care , with no outside runs or kennels	C	C		C	<u>C</u>	C			
Veterinary clinics, <u>doggie daycare facilities</u> , and pet grooming shops with overnight and/or outdoor boarding facilities and runs				E ³⁰					P

Section 3. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending the Matrix for Section 33-91.03(f) “Number and type of parking spaces required”, by adding the new underlined language to be read in full as follows:

33-91.03 *Number and type of parking spaces required.*

(f) *Matrix.*

Medical and dental offices and clinics, hospitals, veterinary hospitals and clinics, <u>and doggie daycare facilities</u>	1 space/150 square feet of net floor area*	*Computations per section 33-91.01(c)3.
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Section 4. Conflicts. All Ordinances or parts of Ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed.

Section 5. 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 6. Codification; Directions to Code Codifier; Correction of Scrivener's Errors.

(a). The provisions of Sections 1, 2 and 3 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 4 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 4th day December 2023.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: November 20, 2023
Adopted on second reading: December 04, 2023

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

**PLANNING STAFF
REPORT TO
CITY OF DELAND PLANNING
BOARD
October 11, 2023**

APPLICATION NO: LDR23-196

APPLICANT: City of DeLand

STAFF PLANNER: Carol Kuhn, AICP, Planning Director

REQUEST: City-Initiated Land Development Regulations - Text Amendment to Add Doggie Daycare as an Allowed Use where Veterinary Clinics with Inside Overnight Boarding and No Outdoor Runs or Kennels are Permitted

APPLICABLE ORDINANCES: *Sec. 33-135. Procedure for text amendments.*

33-135.01(a) Amendments to the text of this chapter may be initiated by the city or upon application of any interested person.

33-135.12(b) The Planning board shall review proposed changes in this chapter, which shall make a recommendation to the city commission prior to final action adopting or not adopting the amendment. However, at the request of the planning board or the city commission, or in the discretion of the city manager, proposed amendments may be taken directly to the city commission for action.

LOCATION: City-wide

BACKGROUND: The City's current Land Development Regulations do not include Doggie Daycare as an allowed use in any of the City's zone districts. Over the past few years there have been several inquiries regarding doggie daycare facilities. Staff has evaluated the anticipated impacts of a doggie daycare facility with no outdoor runs or kennels and determined that "Veterinary Clinics allowing inside overnight boarding, no outside runs or kennels" is a similar use with similar impacts. As such, staff is proposing adding doggie daycare to this use for clarification purposes. Parking for the doggie daycare facility would be the same as the parking requirement for Veterinary Hospitals and Clinics.

33-91.03 Number and type of parking spaces required.

Medical and dental offices and clinics, hospitals, veterinary hospitals and clinics	1 space/150 square feet of net floor area*	*Computations per section 33-91.01(c)3.
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A definition for Doggie Daycare would be added to Section 33-12 – Definitions.

STAFF SUMMARY: In order provide clarification regarding this similar use, staff has proposed the following revisions:

33-17.23 Allowed uses in commercial and industrial zoning districts

MEDICAL SUPPORT (See also Section 33-19.11)									
	P-1	BR	C-1	C-2	C-2A	C-2AC	C-3	C-4	M-1
Medical office	P	P	P	P	P	P			
Apothecary shops	P		C 15						
Drugstores and pharmacies	P	P		P	P	P			
Hospitals				P					
Laboratories, hospitals and clinics	E 15		P	P	P	P			
Medical clinics over 5,000 square feet	E 15	E 15		P	P	P			
Nursing homes and adult congregate living facilities			P	P	P	P			
Veterinary clinics and doggie daycare allowing inside overnight boarding for clinical care , no outside runs or kennels	C	C		C		C			
Veterinary clinics and pet grooming shops with overnight and/or outdoor boarding facilities and runs				E 30	C				P

33-12 – Definitions

Doggie Daycare – A facility providing such services as canine day care for all or part of a day, obedience classes, training, grooming, or behavioral counseling.

The public notice for this text amendment has been published in a newspaper of general circulation

STAFF RECOMMENDATION: Staff recommends that the Planning Board forward this proposed text amendment, project number LDR23-196, to *Add Doggie Daycare as an Allowed*

Use where Veterinary Clinics with Inside Overnight Boarding and No Outdoor Runs or Kennels are Permitted, to the City Commission for review and approval.

33-17.23 Allowed uses in commercial and industrial zoning districts

USES IN COMMERCIAL ZONING DISTRICTS									
	C-1	C-2	C-3	C-4	C-5	C-6	C-7	C-8	C-9
PROFESSIONAL									
General/Professional Offices	P	P	P	P	P	P	P/E ¹⁹	P	P
Financial Institutions	P	P	P	P	C ²⁰	P			P
MEDICAL SUPPORT (See also Section 33-19.11)									
Medical office	P	P	P	P	P	P			
Apothecary shops	P		C ¹⁵						
Drugstores and pharmacies	P	P		P	P	P			
Hospitals				P					
Laboratories, hospitals and clinics	E ¹⁵		P	P	P	P			
Medical clinics over 5,000 square feet	E ¹⁵	E ¹⁵		P	P	P			
Nursing homes and adult congregate living facilities			P	P	P	P			
Veterinary clinics and doggie daycare facilities allowing inside overnight boarding for clinical care, with no outside runs or kennels	C	C		C	C	C			
Veterinary clinics, doggie daycare facilities, and pet grooming shops with overnight and/or outdoor boarding facilities and runs				E ³⁰					P

33-91.03 Number and type of parking spaces required.

Medical and dental offices and clinics, hospitals, veterinary hospitals and clinics, and doggie daycare facilities	1 space/150 square feet of net floor area*	*Computations per section 33-91.01(c)3.
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33-12 – Definitions

Doggie daycare – A facility providing such services as canine day care for all or part of a day, obedience classes, training, grooming, or behavioral counseling. Such facility may include overnight boarding.

CITY OF DELAND
Request for Commission Action
December 4, 2023

SUBJECT: Consideration re Approval of Strategic Plan Steering Committee Recommendations and Updated Strategic Plan.

DEPARTMENT: City Manager

PREPARED BY: Michael Pleus, City Manager

ATTACHMENTS: New Strategic Plan with Commission - Committee Edits 111323, New Strategic Plan with Commission - Committee Edits Final Clean Version, Strategic Plan Survey report

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

SUMMARY/HIGHLIGHT:

In 2000, the City adopted its first ever Strategic Plan. The plan was updated in 2005. Each year, the Commission has a workshop to prioritize the strategic themes for budgeting purposes. Every 10 years we typically do a major update where we appoint a Steering Committee and engage the community to gain new perspectives about what the community would like to see the City focus on over the next 10 years. The last major update was in 2015. However, given there are new challenges and opportunities that have arisen over the past few years, we committed to do the next major update this year.

In January a 21-member steering committee was appointed to develop recommendations to update the plan. We began with a workshop with the City Commission in January to get their perspective on the updated plan. The Committee met for the first time in February. They received presentations on City operations and issues at their meetings in February, March, April and May. In addition to those meeting the Steering Committee approved survey questions to elicit input from our residents, set a schedule for community forums around the City and included the survey on the City's online engagement platform. In total, nearly 800 responded to the online survey or attended the community forums. The summary of the Survey is included in this agenda item and the themes.

Once the themes were identified the Committee reviewed each theme at their meetings in June through September and identified modifications to the Strategic Plan to reflect the desires of our residents. Those changes are included in strikethrough and underline format in the attached document and are being recommended to the City Commission for adoption. Also included in the document is a cleanup of older goals and objectives along with definitions for terms used in the Strategic Plan.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Preparing for the Future/Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This item does not have fiscal impact.

RECOMMENDATION:

Staff recommends approval of the recommendations of the Strategic Plan Steering Committee and the updated Strategic Plan.

BACKGROUND/DISCUSSION:

The themes identified in the Survey from resident responses include:

Downtown is an Asset: Downtown was mentioned nearly 500 times in answers given by respondents. Many respondents view downtown as an area of the city that must be protected and maintained.

Residents are concerned about development: Excessive development was cited nearly 300 times in answers given in the survey. Many said it is eroding the City's small-town charm.

Infrastructure: Many respondents commented on the lack of infrastructure in relation to increased development. Several commented on the increased traffic with little done to expand roadways, overcrowding of schools and relative lack of park space.

Homelessness: Respondents have noticed an increased presence of homeless individuals in the community and it is having an effect on the City's overall appearance and perception of safety.

The Strategic Plan Steering Committee includes 21 members. The City would like to thank them for their service to our Community.

Arroyo, Rina
Bransford, Jeff
Budzinski, Bill
Cameron, Primrose
Costa, West
Danforth, Christa
Girtman, Barb
Gonzalez Ferrell, Yvette

Hancock, Sarah
Hollis, Will
Lawrence, Kelly
Owens, Jeremy
Pardee, Debra
Preston, Aaron
Santilli, Reggie
Simpson, RJ
Thomas, Kendrick
Wagner, Keri
Williams, Reggie
Woods, Mike
Zagers, Ken

City of DeLand

Strategic Plan

2023-2035



VISION FOR DELAND, FLORIDA

DeLand will ~~remain~~*aspire to be* a city whose diverse citizens demonstrate a strong sense of community. The City will ~~remain~~*aspire to be* dedicated to preserving and enhancing those assets which make DeLand distinctive. We, as citizens of DeLand, will continue to strive to maintain DeLand's heritage as the "Athens of Florida."

Guiding Principles: To achieve this vision, the Commission has adopted a number of principles to guide it as it seeks to preserve and enhance the City's distinctive assets. These principles are presented below by major theme.

1. COMMUNITY. We will develop and implement programs and services that enhance the small town atmosphere and quality of life in DeLand by maintaining and / or developing:

Commented [DG1]: Add to definitions "images/characteristics of a small town and historic"

- a community of beautiful and safe neighborhoods, all with easily accessible public space, green space and bike and pedestrian friendly design;
- a culturally diverse community that values its diversity;
- a core community distinguished by its historic downtown, arts and cultural community, trees, Stetson University, and older, well maintained homes;
- downtown events that bring people together for a wide range of recreational, cultural, and intellectual events;
- infrastructure that provides interconnection between all community neighborhoods;
- services or infrastructure which help our community and residents remain healthy and mobile;
- a safe community;
- a community with quality and accessible healthcare.

2. EDUCATION. We will support comprehensive educational opportunities that provide our citizens with tools for their well being by:

- recognizing the critical importance that education and work skills play in ensuring we can have the quality community we want;
- advocating for our educational institutions to meet the lifelong learning needs of our residents, our employers and our employees;
- advocating family and parenting skill development as the building blocks of education;
- advocating quality educational opportunities for all residents as a lifelong pursuit;
- advocating vocational programs that meet the needs of employers and employees;
- providing community education about government;
- advocating a community with advanced technology that supports the enhancement of education and the economy;
- recognizing the importance and efficacy of Science, Technology, Engineering, Art and Math (STEAM) in K-12 education.

3. GROWTH. The City will manage growth in a manner that ensures we maintain our distinctive character, charm and small-town feel by:

- protecting the natural environment through sustainable development practices and instituting smart growth principles;
- promoting quality design with ~~dinstinctive~~ distinctive neighborhoods;
- promoting housing options for a range of income levels;
- promoting interconnected transportation options that allow residents to easily move between where they live, work and recreate;
- promoting the creation of public and private green space and parks where residents can meet and enjoy a range of recreational opportunities.;

3.4. ECONOMY. Recognizing that a healthy economy promotes our success, we will:

- foster an entrepreneurial environment that supports local partnerships to create small business incubators and start ups;
- have a sustainable growth policy requiring the wise use of fiscal and natural resources;
- foster an economy that encourages diverse and economically rewarding job opportunities for all, resulting in a strong tax base;
- foster an economy that takes advantage of our regional location, transportation connections and airport;
- develop an economic infrastructure that supports local, regional and global business practices;
- seek out active partners in regional economic development;
- emphasize and promote Ecological, Cultural, Heritage, and Outdoors [ECHO] Tourism resulting in capital development;
- develop or advocate for transportation and mobility options that support economic activity.
- recognize and support the existing “economic generators” in our community.

4.5. HISTORY. DeLand is identified as the “Athens of Florida.” That heritage started with the City’s Founder, Henry A. DeLand. Henry DeLand’s goal was to create a town dedicated to the advancement of education and culture, much like the Athens of Greece. To this end, he started the DeLand Academy, which became Stetson University and in fulfillment of his dream, DeLand has been a center for culture and education. Recognizing that our future is guided by our heritage, we will:

- protect
 - our **historic** downtown
 - Stetson University
 - our **neighborhoods**
 - our other historic areas;
- encourage historic preservation and restoration efforts;
- advocate for flexible development standards for historic properties;
- encourage new development in the core that complements the historic character of the core community;
- encourage functional reuse of historic buildings while maintaining the historic character of the community;
- support programs that emphasize and promote the historic attributes of the community.

Commented [DG2]: Better define historic - add dates, style, significance

Commented [DG3]: Add protect vitality

5.6.CITIZENS. DeLand is comprised of citizens who are truly engaged and actively work to make the community a great place in which to live work and play. Recognizing the value of an active and engaged citizenry, we will:

- work to ensure that there are living wage jobs in our community so that our youth remain in DeLand and become [ofan](#) active part of our civic culture.
- support community engagement in all aspects of policy development.
- develop and/or support programs that keep citizens engaged in making DeLand a great place in which to live work and play.
- develop and implement policies that produce tangible and measurable solutions for people experiencing homelessness.
- encourage a high level of citizen participation in the community, particularly on cross-generational, multi-cultural projects;
- develop policies and programs to support growing senior citizen population.
- provide variety of recreational opportunities for citizens of all ages.
- foster a community culture that embraces the community's diversity.
- foster a city workforce culture that provides quality service to our citizens and recognize service of employees to the public.

Strategic Focus Area: Regional high value job creation.

Strategic Context: This first strategy acknowledges that DeLand is part of an economic region and when the region benefits, DeLand benefits. Secondly, the strategy emphasizes that the desired end result is high value jobs. A high value job is one that generates a family supporting wage while also offering meaningful work that would retain the youth of a community.

Strategic Results:

- Environmentally clean, high wage jobs.
- Increased diversity of the economic base of the community.

Strategies:

Retention and expansion of existing businesses and sites

Action Steps:

- ~~1. As opportunities are presented coordinate with Enterprise Florida to promote international marketing.~~
- ~~2.1. Continue business retention /communication programs and efforts program with the Chamber of Commerce.~~
- ~~3. Conduct staff analysis and hold Commission discussion of redevelopment sites to determine potential costs and potential beneficial uses.~~
- ~~4.2. Continue to Ddevelop business sites at airport, including “ready to build” sites.~~
- ~~5.3. Support policies and programs that encourage the retention and growth of our economic generators.~~
- ~~6.4. Work with Team Volusia, Volusia County Economic Development and other agencies to promote the DeLand Airport to facilitate diverse industries with clean jobs.~~
- ~~7. Work with the DeLand Chamber of Commerce and other agencies to assist local businesses with expansion efforts.~~

New business development (business recruitment and site development).

Action Steps:

1. Work with Team Volusia, Volusia County Economic Development, Chamber of Commerce, and other agencies to promote the area and work prospects for the DeLand Airport and other properties to bring diverse industries with clean jobs.
- ~~2. Evaluate existing and additional incentives for economic development to remain competitive in the marketplace.~~
- ~~3.2. Provide assistance to fill vacant industrial/commercial sites.~~
 - ~~a. Spring Hill~~
 - ~~b. Downtown DeLand.~~
 - ~~c. Airport.~~

- d. Industrial areas.
- e. Gateway areas.
- ~~4. Develop a marketing strategy for new commercial and industrial businesses that includes brand and reputation management.~~
- ~~5.3. Pursue/Continue support for~~ Sport Aviation Village at DeLand Municipal Airport.
- ~~6.4.~~ Develop and implement strategies to attract jobs in science, engineering, architecture, education, arts, music, and entertainment whose economic function is to create new ideas, new technology, and new creative content – the “Creative Class Businesses.”
- ~~7.5.~~ Identify and pursue strategies to expand the downtown beyond its current boundaries.

Foster collaboration and partnerships

Action Steps:

1. Provide a unified and coordinated strategy with Team Volusia, County Government, and other economic development partners.
2. Cooperative efforts with other West Volusia cities [to include water resource management](#).
3. Work with the County, ~~west-side cities,~~ and other partners on the SunRail Transit Oriented Development Plan for DeLand Station [and transportation options from SunRail to downtown](#).
4. Enhance user-friendliness in terms of economic development support.
- ~~5.~~ Work with Career Source Flagler/Volusia to provide more job training and job opportunities for residents including those with criminal records and felony convictions.

Strategic Focus Area: Institute Smart Growth principles:

Strategic Context: To manage growth, the City will need to institute a number of smart growth principles. For reasons of both community identity and governmental efficiency, an annexation strategy is required which will “square off” the City’s boundaries.

Strategic Results:

- Annexation which will “square off” the City’s boundaries.
- Quality growth that preserves the character of the City.
- ~~Encourage redevelopment~~ Redevelopment of blighted areas.

Commented [DG4]: Define blighted areas

Strategies:

Annexation

Action Steps:

1. Require contiguous properties to annex.
2. Continue to review annexations from a business plan perspective.
3. Conduct annexation feasibility studies when appropriate.

Redevelopment

Action Steps:

1. Pursue downtown residential redevelopment.
2. In cooperation with County, support Spring Hill redevelopment through the Spring Hill Community Redevelopment Agency.
3. Promote downtown commercial redevelopment with MainStreet DeLand.
4. Pursue redevelopment in areas outside of City core.
- ~~5. Develop action plan for use of existing public lands and buildings owned by county and City in Downtown.~~
5. Develop incentives for redevelopment:
 - a. Downtown residential
 - b. Commercial
 - c. “Local” Retail Stores
6. Provide density bonuses for housing options and preferred development patterns.
7. Position mobile home park as a site for affordable housing options.
8. Develop a “missing middle” housing strategy.
9. Continue efforts to expand downtown.

Commented [DG5]: Define “preferred development”

Commented [DG6]: Add a definition of “missing middle”

Community consistent growth (promote character consistent growth)

Action Steps:

1. Implement the 2050 vision plan, to include joint planning agreements with

the County.

2. ~~Implement smart growth policies relating to increasing urban densities and protecting conservation areas.~~
3. ~~Provide 4.6 acres of parkland per 1,000 population.~~
4. ~~2. Encourage use of Planned Development Agreements in re-zonings.~~
5. ~~3. Promote mixed use development that localizes traffic-vehicular trips.~~
6. ~~4. Adopt County sponsored stormwater requirements utilizing 100 year storm event. Increase stormwater standardsrequirements for all new developments.~~
7. ~~5. Manage the difference in rates between potable and reuse water so as to encourage conservation.~~
8. ~~6. Work with other cities and the County to provide a sustainable and affordable water supply to meet demand.~~
9. ~~7. Review and update land development regulations and policies and incorporate principles that encourage smart growth-and redevelopment and low impact development standardsstandards.~~
10. ~~8. Develop transportation mobility strategy which may include traffic congestion management approach.~~
11. ~~Explore development of similar rules for commercial development between the City and County on gateway corridors.~~
9. ~~Decrease parking requirements when development provides other desired features that could reduce traffic impacts.~~
10. ~~Work with county to create a unified approach to development approvals that incorporates low impact development policies, smart growth principles, that would encourage preferred development patterns in the City and the surrounding unincorporatedunincorporated area.~~
11. ~~Consider an approach to development which includes a hybrid of form based codes and traditional Euclidian zoning.~~
12. ~~Continue to conduct current practices which improve the predictability, stability and timeliness of development review.~~
13. ~~Develop regulations that would encourage commercial development along the street with parking and other functions behind the building. Develop an incentive package to encourage character compatible commercial development downtown.~~
14. ~~Develop a "nodal" strategy for development that would encourage a diversity of development approaches based on the character of the City.~~
15. ~~Continue to protect and maintain the tree canopy.~~
16. ~~Reduce cul-de-sac developments encourage more expanded grid development.~~
17. ~~Create artisan community/workspace.~~

Commented [DG7]: Not just new development

Commented [DG8]: Add definitions "Euclidian", hybrid, form based, etc

Commented [DG9]: Define "nodal"

Commented [DG10]: Add bullet

Strategic Focus Area: Preserving “Sense of Community” as a key asset.

Strategic Context: Throughout the strategic planning process, the term “sense of community” has been highly valued as a distinctive DeLand asset. The term is most often associated with downtown, the historic district, Stetson, and the old city grid. It is this core city identity that citizen’s want to maintain and preserve. This distinctiveness is critically important in the New Economy where sense of place is a highly valued asset. There is synergy between high value jobs and maintaining the current sense of place that distinguishes the core city.

Strategic Result:

- Maintenance of distinctive core city.
- Preserve “sense of community.”

Strategies:

Current asset protection and maintenance

Action Steps:

1. Ensure that the quality of public investments is maintained through a long term maintenance plan.
 - a. Implement multi-year maintenance plan for city assets (buildings, parks, pools, etc) and downtown improvements that promote mobility.
 - b. Enhance right of way maintenance, pavement/sidewalks, signage, and curbs city-wide.

Promote additional investment

Action Steps:

1. ~~Work with MainStreet DeLand Association to prioritize and schedule additional public improvements.—Continue partnership with Mainstreet DeLand Association.~~
2. Continue private investment in those core assets that define “sense of community.”
 - a. Encourage private investment in commercial redevelopment and residential restoration.
 - b. Provide incentives to encourage redevelopment of commercially underutilized buildings.
3. Develop plan for maintenance and utilization of downtown parking lots.
- 3.4. ~~Conduct a feasibility analysis for a parking garage.~~
- 4.5. Implement other facets of Downtown Master Plan Update.
 - a. Develop alternate forms of transportation downtown linked to Intermodal Facility, i.e. downtown trolley.
- b. ~~Continue partnership with Main Street Association.~~
- c. ~~Maintain linkage with Stetson facilities.~~

- 5.6. Promote bicycle/pedestrian friendly resources.
- 6.7. Create-Maintain an Arts and Culture District in downtown DeLand.
8. Develop policies and plans for development outside of our core that promotes public and private investment that is complementary to our core, not competitive.
9. Maintain and expand public spaces for community events and gatherings, expansion of use of existing facilities.
- 7.10. Pursue expansion of public art program.

Create and/or support public policies that promote a sense of community, promote our community's history, promote inclusiveness or solve important community issues.

Action Step:

1. Support additional diverse and inclusive events throughout the City.
2. Add youth programs that create more youth influence in the community.
3. Create a database for volunteers in the community.
4. Support preservation of historic structures in core city as well as throughout the City.

Continue to support quality of life features

Action Step:

1. Expand range of City parks such as dog parks, and other specialty parks.
2. Continue festivals and public events.
3. Develop sites for community gardens.
4. Encourage the development of more "night life" venues.
5. Discuss with Stetson and Daytona State College a program to allow local residents/seniors to audit classes.
6. Expand programming at Senior Centers

Commented [DG11]: Add Daytona State College

4.

Strategic Focus Area: Creating the connected community.

Strategic Context: It is the connections between the three elements identified so far which will create the economic dynamism and the community vibrancy desired by the citizenry. This connection takes form in four ways:

- **Key Corridors.** The City has two key corridors – Woodland and SR 44 and several gateways that are important entry ways into the City. The look and feel of these corridors and gateways needs to be consistent or complementary with the City both to enhance the sense of community as well as permeate across the City the image of DeLand as a distinctive place which attracts high value wage earners and high value jobs.
- **Greenways.** This includes recreational areas, bike paths, urban trails, sidewalks and other physical connections which allow one to move about the city in a pedestrian-friendly manner. This connection fosters sense of community while also supporting the attractiveness of the City to high value jobs.
- **Information.** To attract high value jobs and high value wage earners and entrepreneurs, the City must offer access to the world through electronic means.
- **Comprehensive Code Enforcement on a focused basis.** If the City is to maintain its competitive advantage as a real place with a sense of community, no part of the City can be allowed to deteriorate. Therefore code enforcement must be comprehensive, but used on a focused, priority basis.

Strategic Results:

- Mobility.
- Community aesthetics and appearance.
- Human and technological connections.
- Preserve sense of community for long term as well as new residents.

Strategies:

Walkability and alternative mobility

Action Steps:

1. Continue implementation of sidewalk master plan with emphasis on safety and linking neighborhoods to each other and to the other features of the City, i.e. downtown, parks, schools, etc.
 - a. Continue the sidewalk construction using a ~~ten-year~~ten-year plan and repair all broken sidewalks within a ~~five-year~~five-year program.
 - a.b. Expand sidewalks in areas where gaps exist~~exist~~.
2. Continue to develop all phases of the DeLand Greenway of the trails included in the Bike and Pedestrian Master Plan.
3. ~~Develop and implement a plan to make DeLand a bicycle friendly community modeled after best practices put forth by the League of American Bicyclists.~~ean Bicyclists.

Traffic Mobility

Action Steps:

1. Identify and implement options for traffic calming throughout the City.
2. Continue street resurfacing plan.
- ~~3. Continue to pursue Sunrail station for DeLand.~~
- ~~4.~~3. Develop options to shuttle commuters from SunRail to downtown DeLand.
4. Encourage other alternative forms of public transportation.
5. Promote grid street patterns to assist with traffic and parking.
6. Consider one-way streets (with side parking) to alleviate parking limitations.
7. Analyze/consider more areas to be permitted for golf cart use on City streets.
8. Continue to support the maintenance and expansion of public transportation.
9. ~~Develop~~Investigate a downtown trolley.
10. Examine options to reduce drive through traffic downtown.

Design and Appearance

Action Steps:

- ~~1. Continue development of DeLand Greenway.~~
- ~~2.~~1. Roadways:
 - a. Partner with the Florida Department of Transportation and Volusia County to develop a corridor improvement plan which identifies ways in which the major entrances into the City can be improved.
 - b. Continue to Improve City's gateway signage.
- ~~3.~~2. Maintain and improve the aesthetic appearance throughout the City and along its gateways.
 - a. Gateways:
 - i. Enforce the City's Design Standards.
 - ii. Focus proactive enforcement on major issues that create unsightliness along the City's gateways.
 - iii. Mowing, litter control, planting trees.
 - iv. Continue Joint code enforcement/gateway standards with the County.
 - v. Develop joint code enforcement programs with the County on shared corridors.
 - vi. Maintain Tree City USA designation.
 - b. Continue focused program for razing condemnable structures as funding allows.
 - c. Review zoning and signage requirementsstandards.

Strategic Focus Area: High value government.

Strategic Context: To support the combination of high value jobs and sense of community a high value government must be fostered. This would include as:

- Increased use of e-governmental tools to communicate internally and externally.
- Alignment of resources to the strategic plan.
- Integrated city infrastructure with other public and private infrastructure sources.

Strategic Results:

- Efficiency.
- Effectiveness.
- Organizational Capacity Leadership.
- Interaction with citizenry and access to city government.

Strategies:

Technology leadership

Action Steps:

1. Continue implementation of a strategic information technology plan.
2. Continue to position the City to be a municipal leader in the use of information technology for public services by achieving e-qualified community status.
3. Enhance e-government capabilities:
 - a. ~~Expand and continually improve city web site. Develop interactive website.~~ Continue interactive City website.
 - b. ~~Endeavor to Promote the use of ebilling and epayment options. install all new customer accounts through electronic payments.~~
 - c. ~~Develop a social media strategy consistent with Florida law.~~
 - b. Continue social media marketing of City events, activities and progress on initiatives.
4. Facilitate partnering opportunities with other related infrastructure providers.
5. Provide education to city workforce on technology utilization and cyber security.

Organizational Improvement

Action Steps:

1. Annually provide customer service training for employees.
2. Continue implementation of an organizational improvement / process re-engineering program.
3. Systematically and continuously review City functions from the perspective of how technology can improve efficiency and effectiveness.
4. Identify long term investments in technology, facilities, and training to

enhance services and operations.

5. ~~Systematically and e~~Continuously review City functions for improved efficiency and effectiveness and consider potential privatization and/or public partnership advantages.

Facilities and infrastructure

Action Steps:

1. Expand green space throughout the City.
1. ~~Maintain park system to provide 4.6 acres per 1,000 citizens and increase capacity at existing facilities.~~ Develop a parks and recreation master plan to determine the location of new parks and the types of amenities residents would like to add or modify and develop an action plan to pursue those improvements.
2. Continue maintenance of City facilities in accordance with five-year maintenance plan.
3. Aggressively pursue expansion of reclaimed water system master plan for expansion.
4. ~~Complete a comprehensive analysis of all underutilized public property in downtown and determine optimum future use.~~

Future planning

Action Steps:

1. Maintain City Strategic Plan and update at City goal setting workshop annually.
2. In cooperation with the other west-side utilities, develop and implement strategies and facilities to meet the requirements of the Blue Springs Mitigation Strategy.
3. Continue capital investments to alleviate future flooding of neighborhoods.
- 3.4. Increase stormwater requirements for new development.
- 4.5. Prioritization of projects included in Stormwater Master Plan.
- 5.6. Plan for increased cultural diversity and increased senior citizen population.
- 6.7. Continue expansion of activities at the Sanborn Activity Center to meet demand for senior programs.
- 7.8. Expand programs at Chisholm Community Center.
8. ~~Develop a plan for future park facility needs.~~

Service Improvements

Action Steps:

1. Emphasize paperless record keeping.
2. Develop partnerships for better efficiency, reduced costs.
3. Develop interactive use of City web site.

Staff development

Action Steps:

1. Strengthen leadership/management skills of existing employee base.
2. Continue to implement succession plan.
3. Develop a [diversity equity and inclusion](#) plan.
4. Provide technology training to City work force. Regularly scheduled classes, technology curriculum, ask employees what they need.

Strategic Focus Area: Communication.

Strategic Context: To maintain a high level of both internal communications within the City Government as well as ensure a two-way flow of information between the City Government and the citizens.

Strategic Results:

- Informed and engaged citizenry and city employees.
- Improved access to city government.

Strategies:

Public communication and outreach. A comprehensive public relations approach incorporating newsletters, e-communications, outreach efforts and other identified tools for improving both public access to and understanding of government, as well as to increase public participation in civic affairs.

Action Steps:

- [1. Maintain City website and social media to keep residents informed about programs, initiatives, events, and City news.](#)
- ~~1.~~[2. Develop and implement a strategic communications plan.](#)
- ~~2.~~[3. Emphasize personal contacts with citizens vs. heavy reliance on electronic communication.](#)
- ~~3.~~[4. Survey community periodically on city services.](#)

Citizenship development

Action Steps:

1. Continue local student government academy designed to provide high school students with knowledge of local government (Chamber, High School).
2. Pursue development of a youth council.
3. Pursue development of a citizen's academy.
4. Continue/expand activities related to Florida city government week.

Expanded access

Action Steps:

1. Encourage civic engagement in the policy development process.
2. Continue a City Commission citizen concern response system.

Legislative

Action Steps:

1. Continue development of annual legislative action platform.

2. Communicate policy positions of City to State legislators on specific State legislative initiatives.

Strategic Focus Area: Maintaining a Safe Community

Strategic Context: To have a thriving, prosperous, and exciting community in which to live work and play it is necessary to first provide for the safety of our citizens.

Strategies:

Maintain public safety

Action Steps:

1. Insure public safety services are developed to meet needs of annexed areas.
2. Continue a program of stricter speed limit enforcement.
3. Continue closest station response with Volusia County and coordinate public safety service delivery.
- 3.4. [Continue implementation of Advanced Life Support.](#)
- 4.5. Maintain strong law enforcement presence in the community.
- 5.6. Develop additional preventative public safety services that are not emergency services.
- 6.7. Enhance communication between public safety and citizens.
- 7.8. Continue Citizens Police Academy and utilize alumni in appropriate ways to assist in law enforcement efforts.
- 8.9. Work with the Volusia County Sheriff's office to develop and implement a joint policing program.
10. Develop and implement policies that produce tangible and measurable solutions for people experiencing homelessness.
- 9.11. [Increase planning with healthcare partners.](#)

Strategic Focus Area: Preparing for the Future/Sustainability

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

Strategic Results:

- Identification of emerging issues that can impact the City.
- Proactive development of plans and strategies to address those issues.

Strategies:

Identification of emerging issues and options regarding a growing senior population.

Identification of emerging issues and options regarding health care services in the community.

Recognize and where possible facilitate or participate in mobility (transportation) planning for the community in the regional context.

Increase opportunities for affordable housing.

Identify and facilitate means to address community social needs.

Identify and pursue sustainability opportunities.

Action Steps:

1. Promote sustainability in policy decisions.
2. Identify sustainability initiatives to be pursued with grant money.
- [3. Pursue Florida Green City platinum designation.](#)
- [4. Participate in Florida League of Cities Race to Zero](#)
- [3-5. Apply for Resilient Florida grant to study flood vulnerability.](#)
- [6. Pursue federal grant to expand second floor buildings downtown.](#)

City of DeLand Strategic Plan

Definitions

Advanced Life Support - Assessment or treatment by a person qualified to the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, telemetry, cardiac monitoring, cardiac defibrillation, and other techniques described in the EMT-Paramedic National Standard Curriculum or the National EMS Education Standards, pursuant to rules of the department.

Artisanal Community - A multi-family residential community that includes a building or dedicated space that provides for the shared use of hand and power tools, art and crafts supplies and other hobby/craft materials.

Bike and Pedestrian Master Plan - A comprehensive, long-range plan intended to guide the planning and development of the community's future bike and pedestrian goals and objectives.

Character Consistent Growth - Development that is consistent with the surrounding built environment in terms of character and context.

Clean Jobs - Industrial and manufacturing employment opportunities that have minimal impact on the surrounding area and/or conserve natural resources.

Community Redevelopment Agency - A government entity or organization created by a local government to address and revitalize areas within a community that are suffering from blight, economic stagnation, or other developmental challenges.

Creative Business Class - A classification of jobs associated with science, engineering, architecture, education, arts, music, entertainment, and similar fields whose economic function is to create new ideas, new technology, and new creative content.

Density Bonuses – Those residential units granted pursuant to the provisions of our development codes which exceed the otherwise maximum density for the development site.

Design Standards - A set of guidelines defining parameters to be followed in site and/or building design and development.

Distinctive Neighborhoods - Communities or neighborhoods with a strong sense of place, that build on their unique history, identity, and assets to foster community pride, and increase social interaction.

Diversity Equity and Inclusion Plan - A strategic framework that an organization develops to promote and foster diversity, equity and inclusion within its workforce and broader operations.

Diverse Industries - Promoting the establishment and expansion of diverse commercial and manufacturing industries to support sound job growth and a strong and stable economic

tax base for the city.

Historic - Any prehistoric or Historic District, site, building, object or other real or personal property of historical, architectural or archaeological value. These properties or resources may include, but are not limited to, monuments, memorials, Native American habitations, ceremonial sites, abandoned settlements, sunken or abandoned ships, engineering works, treasure troves, artifacts, or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government, or culture of the City of DeLand.

Hybrid Based Code - An adaptation the use-based regulations with a newer, form-based approach. This approach balances these two types of development standards while uniquely focusing on a more predictable, outcome-based application process.

Joint Planning Agreement - A written agreement or understanding between two local governments designed to facilitate planned growth for the region and community.

Land Development Regulations - Regulations enacted by the City of Deland for the regulation of any aspect of development, and land use that implement the policies of the Comprehensive Plan.

Low Impact Development Practices - Land planning, design, and construction practices to conserve and protect natural resource systems and reduce runoff and pollutants.

Missing Middle Housing Strategy – Establishment of criteria and incentives to facilitate the production of higher density infill duplexes, triplexes, multi-family and cottage homes, to provide a variety of housing types.

Mixed Use Development - Development projects that provide more than one use or purpose within a shared building or development area. Mixed-use projects may include any combination of housing and office, retail, medical, recreational, or commercial components.

Mobility Options - Multimodal options that help residents, businesses, and industries move more freely throughout the community and region.

Nodal Strategy - Central or connecting points in a neighborhood that have a mix of residential, commercial, industrial and institutional uses and buildings.

Planned Development Agreements - A negotiated contract or agreement between project proponents and public agencies that govern the land uses and performance standards that may be allowed for a project.

Race to Zero – Is a program created by the Florida League of Cities. It is a friendly competition between municipalities to showcase how they are leading the way to carbon neutrality. The Florida Race to Zero is part of a global Race to Zero campaign to rally leadership and support from businesses, governments, and investors for a healthy, resilient

and decarbonized economy.

Smart Growth Principles - Planning, regulatory, and development practices and techniques founded upon and promoting the following principles: (1) using land resources more efficiently through compact building forms, infill development, and moderation in street and parking standards in order to lessen land consumption and preserve natural resources; (2) supporting the location of stores, offices residences, schools, recreational spaces, and other public facilities within walking distance of each other in compact neighborhoods that are designed to provide alternate opportunities for easier movement and interaction; (3) providing a variety of housing choices so that the young and old, single persons and families, and those of varying economic ability may find places to live; (4) supporting walking, cycling, and transit as attractive alternatives to driving, providing alternative routes that disperse, rather than concentrate, traffic congestion; and lowering traffic speeds in neighborhoods; (5) connecting infrastructure and development decisions to minimize future costs by creating neighborhoods where more people use existing services and facilities, and by integrating development and land use with transit routes and stations; and (6) improving the development review process and development standards so that developers are encouraged to apply the principles stated above.

Strategic Information Technology Plan - A comprehensive document that outlines an organization's long-term goals and objectives related to its use of technology.

Succession Plan - A structured strategy put in place by an organization to identify and prepare potential successors for key positions within the company, particularly leadership roles.

Sustainable Development Practices - Development that maintains or enhances economic opportunity and community well-being while protecting and restoring the natural environment upon which people and economies depend and meets the current needs without compromising future generations.

Sustainable Growth Policy - Policies that implement social, economic, and environmental planning to balance the social and economic needs of present and future generations with the goal of preserving, or preventing undue damage to the natural environment.

Traditional "Euclidian" Zoning - The segregation of land uses into specified geographic districts and dimensional standards specifying limitations on the magnitude of development activity that is allowed to take place on lots within each type of district.

Transit Oriented Development Plan - A development plan that is either located around mass transit centers or along corridors that are developed at a density and intensity that makes it feasible to be served by public transportation. The plan helps create compact, walkable communities that provide a high quality of life without complete dependence on a car for mobility within the Deland Area.

Transportation Mobility Strategy - A plan that provides direction and guidance for optimizing travel needs in the community or region.

2050 Vision Plan – The adopted plan that provides the guiding principles for future growth

within the city and utility service area.

Water Resource Management - The holistic approach to managing water supply and water risks to ensure sufficient quantity and quality to meet many competing demands, including drinking water and sanitation as well as energy production, food production, water transportation and navigation, recreation, and maintaining sustainable ecosystems. This includes planning, forecasting, and identifying the most effective and environmentally conscious methods of managing resources and maintaining equitable and cost-effective access to water.

A Strategic Plan for the City of DeLand

Approved by the City Commission of the City of DeLand this _____ day of _____, 2021

ATTEST:

Christopher Cloudman, Mayor – Commissioner

Julie A. Hennessy, City Clerk - Auditor

Charles Paiva, Commissioner Seat 2

Michael P. Pleus, ICMA-CM, City Manager

Jessica Davis, Commissioner Seat 3

Dan Reed, Commissioner Seat 4

Kevin Reid, Commissioner Seat 5

City of DeLand

Strategic Plan

2023-2035



VISION FOR DELAND, FLORIDA

DeLand will aspire to be a city whose diverse citizens demonstrate a strong sense of community. The City will aspire to be dedicated to preserving and enhancing those assets which make DeLand distinctive. We, as citizens of DeLand, will continue to strive to maintain DeLand's heritage as the "Athens of Florida."

Guiding Principles: *To achieve this vision, the Commission has adopted a number of principles to guide it as it seeks to preserve and enhance the City's distinctive assets. These principles are presented below by major theme.*

1. COMMUNITY. We will develop and implement programs and services that enhance the small-town atmosphere and quality of life in DeLand by maintaining and / or developing:

- a community of beautiful and safe neighborhoods, all with easily accessible public space, green space and bike and pedestrian friendly design;
- a culturally diverse community that values its diversity;
- a core community distinguished by its historic downtown, arts and cultural community, trees, Stetson University, and older, well maintained homes;
- downtown events that bring people together for a wide range of recreational, cultural, and intellectual events;
- infrastructure that provides interconnection between all community neighborhoods;
- services or infrastructure which help our community and residents remain healthy and mobile;
- a safe community;
- a community with quality and accessible healthcare.

2. EDUCATION. We will support comprehensive educational opportunities that provide our citizens with tools for their well-being by:

- recognizing the critical importance that education and work skills play in ensuring we can have the quality community we want;
- advocating for our educational institutions to meet the lifelong learning needs of our residents, our employers and our employees;
- advocating family and parenting skill development as the building blocks of education;
- advocating quality educational opportunities for all residents as a lifelong pursuit;
- advocating vocational programs that meet the needs of employers and employees;
- providing community education about government;
- advocating a community with advanced technology that supports the enhancement of education and the economy;
- recognizing the importance and efficacy of Science, Technology, Engineering, Art and Math (STEAM) in K-12 education.

3. GROWTH. The City will manage growth in a manner that ensures we maintain

our distinctive character, charm and small-town feel by:

- protecting the natural environment through sustainable development practices and instituting smart growth principles;
- promoting quality design with distinctive neighborhoods;
- promoting housing options for a range of income levels;
- promoting interconnected transportation options that allow residents to easily move between where they live, work and recreate;
- promoting the creation of public and private green space and parks where residents can meet and enjoy a range of recreational opportunities.

4. ECONOMY. Recognizing that a healthy economy promotes our success, we will:

- foster an entrepreneurial environment that supports local partnerships to create small business incubators and start ups;
- have a sustainable growth policy requiring the wise use of fiscal and natural resources;
- foster an economy that encourages diverse and economically rewarding job opportunities for all, resulting in a strong tax base;
- foster an economy that takes advantage of our regional location, transportation connections and airport;
- develop an economic infrastructure that supports local, regional and global business practices;
- seek out active partners in regional economic development;
- emphasize and promote Ecological, Cultural, Heritage, and Outdoors [ECHO] Tourism resulting in capital development;
- develop or advocate for transportation and mobility options that support economic activity.
- recognize and support the existing “economic generators” in our community.

5. HISTORY. DeLand is identified as the “Athens of Florida.” That heritage started with the City’s Founder, Henry A. DeLand. Henry DeLand’s goal was to create a town dedicated to the advancement of education and culture, much like the Athens of Greece. To this end, he started the DeLand Academy, which became Stetson University and in fulfillment of his dream, DeLand has been a center for culture and education. Recognizing that our future is guided by our heritage, we will:

- protect
 - our historic downtown
 - Stetson University
 - our neighborhoods
 - our other historic areas;
- encourage historic preservation and restoration efforts;
- advocate for flexible development standards for historic properties;
- encourage new development in the core that complements the historic character of the core community;
- encourage functional reuse of historic buildings while maintaining the historic character of the community;
- support programs that emphasize and promote the historic attributes of the community.

6. CITIZENS. DeLand is comprised of citizens who are truly engaged and actively work to make the community a great place in which to live work and play. Recognizing the value of an active and engaged citizenry, we will:

- work to ensure that there are living wage jobs in our community so that our youth remain in DeLand and become an active part of our civic culture.
- support community engagement in all aspects of policy development.
- develop and/or support programs that keep citizens engaged in making DeLand a great place in which to live work and play.
- develop and implement policies that produce tangible and measurable solutions for people experiencing homelessness.
- encourage a high level of citizen participation in the community, particularly on cross-generational, multi-cultural projects;
- develop policies and programs to support growing senior citizen population.
- provide variety of recreational opportunities for citizens of all ages.
- foster a community culture that embraces the community's diversity.
- foster a city workforce culture that provides quality service to our citizens and recognize service of employees to the public.

Strategic Focus Area: Regional high value job creation.

Strategic Context: This first strategy acknowledges that DeLand is part of an economic region and when the region benefits, DeLand benefits. Secondly, the strategy emphasizes that the desired end result is high value jobs. A high value job is one that generates a family supporting wage while also offering meaningful work that would retain the youth of a community.

Strategic Results:

- Environmentally clean, high wage jobs.
- Increased diversity of the economic base of the community.

Strategies:

Retention and expansion of existing businesses and sites

Action Steps:

1. Continue business retention program with the Chamber of Commerce.
2. Continue to develop business sites at airport, including “ready to build” sites.
3. Support policies and programs that encourage the retention and growth of our economic generators.
4. Work with Team Volusia, Volusia County Economic Development and other agencies to promote the DeLand Airport to facilitate diverse industries with clean jobs.

New business development (business recruitment and site development).

Action Steps:

1. Work with Team Volusia, Volusia County Economic Development, Chamber of Commerce, and other agencies to promote the area and work prospects for the DeLand Airport and other properties to bring diverse industries with clean jobs.
2. Provide assistance to fill vacant industrial/commercial sites.
 - a. Spring Hill
 - b. Downtown DeLand
 - c. Airport
 - d. Industrial areas
 - e. Gateway areas
3. Continue support for Sport Aviation Village at DeLand Municipal Airport.
4. Develop and implement strategies to attract jobs in science, engineering, architecture, education, arts, music, and entertainment whose economic function is to create new ideas, new technology, and new creative content – the “Creative Class Businesses.”
5. Identify and pursue strategies to expand the downtown beyond its current boundaries.

Foster collaboration and partnerships

Action Steps:

1. Provide a unified and coordinated strategy with Team Volusia, County Government, and other economic development partners.
2. Cooperative efforts with other West Volusia cities to include water resource management.
3. Work with the County, and other partners on the SunRail Transit Oriented Development Plan for DeLand Station and transportation options from SunRail to downtown
4. Enhance user-friendliness in terms of economic development support.
5. Work with Career Source Flagler/Volusia to provide more job training and job opportunities for residents including those with criminal records and felony convictions.

Strategic Focus Area: Institute Smart Growth principles:

Strategic Context: To manage growth, the City will need to institute a number of smart growth principles. For reasons of both community identity and governmental efficiency, an annexation strategy is required which will “square off” the City’s boundaries.

Strategic Results:

- Annexation which will “square off” the City’s boundaries.
- Quality growth that preserves the character of the City.
- Redevelopment of blighted areas.

Strategies:

Annexation

Action Steps:

1. Require contiguous properties to annex.
2. Continue to review annexations from a business plan perspective.
3. Conduct annexation feasibility studies when appropriate.

Redevelopment

Action Steps:

1. Pursue downtown residential redevelopment.
2. In cooperation with County, support Spring Hill redevelopment through the Spring Hill Community Redevelopment Agency.
3. Promote downtown commercial redevelopment with MainStreet DeLand.
4. Pursue redevelopment in areas outside of City core.
5. Develop incentives for redevelopment:
 - a. Downtown residential
 - b. Commercial
 - c. “Local” Retail Stores
6. Provide density bonuses for housing options and preferred development patterns.
7. Position mobile home park as a site for affordable housing options.
8. Develop a “missing middle” housing strategy.
9. Continue efforts to expand downtown.

Community consistent growth (promote character consistent growth)

Action Steps:

1. Implement the 2050 vision plan, to include joint planning agreements with the County.
2. Encourage use of Planned Development Agreements in re-zonings.

3. Promote mixed use development that localizes vehicular trips.
4. Increase stormwater requirements for all developments.
5. Manage the difference in rates between potable and reuse water so as to encourage conservation.
6. Work with other cities and the County to provide a sustainable and affordable water supply to meet demand.
7. Review and update land development regulations and policies and incorporate principles that encourage smart growth redevelopment and low impact development standards.
8. Develop transportation mobility strategy which may include traffic congestion management approach.
9. Decrease parking requirements when development provides other desired features that could reduce traffic impacts.
10. Work with county to create a unified approach to development approvals that incorporates low impact development policies, smart growth principles, that would encourage preferred development patterns in the City and the surrounding unincorporated area.
11. Consider an approach to development which includes a hybrid of form based codes and traditional Euclidian zoning.
12. Continue to conduct current practices which improve the predictability, stability and timeliness of development review.
13. Develop regulations that would encourage commercial development along the street with parking and other functions behind the building. Develop an incentive package to encourage character compatible commercial development downtown.
14. Develop a “nodal” strategy for development that would encourage a diversity of development approaches based on the character of the City.
15. Continue to protect and maintain the tree canopy.
16. Reduce cul-de-sac developments encourage more expanded grid development.
17. Create artisan community/workspace.

Strategic Focus Area: Preserving “Sense of Community” as a key asset.

Strategic Context: Throughout the strategic planning process, the term “sense of community” has been highly valued as a distinctive DeLand asset. The term is most often associated with downtown, the historic district, Stetson, and the old city grid. It is this core city identity that citizen’s want to maintain and preserve. This distinctiveness is critically important in the New Economy where sense of place is a highly valued asset. There is synergy between high value jobs and maintaining the current sense of place that distinguishes the core city.

Strategic Result:

- Maintenance of distinctive core city.
- Preserve “sense of community.”

Strategies:

Current asset protection and maintenance

Action Steps:

1. Ensure that the quality of public investments is maintained through a long term maintenance plan.
 - a. Implement multi-year maintenance plan for city assets (buildings, parks, pools, etc) and downtown improvements that promote mobility.
 - b. Enhance right of way maintenance, pavement/sidewalks, signage, and curbs city-wide.

Promote additional investment

Action Steps:

1. Continue partnership with Mainstreet DeLand Association.
2. Continue private investment in those core assets that define “sense of community.”
 - a. Encourage private investment in commercial redevelopment and residential restoration.
 - b. Provide incentives to encourage redevelopment of commercially underutilized buildings.
3. Develop plan for maintenance and utilization of downtown parking lots.
4. Conduct a feasibility analysis for a parking garage.
5. Implement other facets of Downtown Master Plan Update.
 - a. Develop alternate forms of transportation downtown linked to Intermodal Facility, i.e. downtown trolley.
6. Promote bicycle/pedestrian friendly resources.
7. Maintain an Arts and Culture District in downtown DeLand.
8. Develop policies and plans for development outside of our core that promotes public and private investment that is complementary to our core,

not competitive.

9. Maintain and expand public spaces for community events and gatherings, expansion of use of existing facilities.
10. Pursue expansion of public art program.

Create and/or support public policies that promote a sense of community, promote our community's history, promote inclusiveness or solve important community issues.

Action Step:

1. Support additional diverse and inclusive events throughout the City.
2. Add youth programs that create more youth influence in the community.
3. Create a database for volunteers in the community.
4. Support preservation of historic structures in core city as well as throughout the City.

Continue to support quality of life features

Action Step:

1. Expand range of City parks such as dog parks, and other specialty parks.
2. Continue festivals and public events.
3. Develop sites for community gardens.
4. Encourage the development of more "night life" venues.
5. Discuss with Stetson and Daytona State College a program to allow local residents/seniors to audit classes.
6. Expand programming at Senior Centers

Strategic Focus Area: Creating the connected community.

Strategic Context: It is the connections between the three elements identified so far which will create the economic dynamism and the community vibrancy desired by the citizenry. This connection takes form in four ways:

- **Key Corridors.** The City has two key corridors – Woodland and SR 44 and several gateways that are important entry ways into the City. The look and feel of these corridors and gateways needs to be consistent or complementary with the City both to enhance the sense of community as well as permeate across the City the image of DeLand as a distinctive place which attracts high value wage earners and high value jobs.
- **Greenways.** This includes recreational areas, bike paths, urban trails, sidewalks and other physical connections which allow one to move about the city in a pedestrian-friendly manner. This connection fosters sense of community while also supporting the attractiveness of the City to high value jobs.
- **Information.** To attract high value jobs and high value wage earners and entrepreneurs, the City must offer access to the world through electronic means.
- **Comprehensive Code Enforcement on a focused basis.** If the City is to maintain its competitive advantage as a real place with a sense of community, no part of the City can be allowed to deteriorate. Therefore code enforcement must be comprehensive, but used on a focused, priority basis.

Strategic Results:

- Mobility.
- Community aesthetics and appearance.
- Human and technological connections.
- Preserve sense of community for long term as well as new residents.

Strategies:

Walkability and alternative mobility

Action Steps:

1. Continue implementation of sidewalk master plan with emphasis on safety and linking neighborhoods to each other and to the other features of the City, i.e. downtown, parks, schools, etc.
 - a. Continue the sidewalk construction using a ten-year plan and repair all broken sidewalks within a five-year program.
 - b. Expand sidewalks in areas where gaps exist.
2. Continue to develop all phases of the trails included in the Bike and Pedestrian Master Plan.
3. Develop and implement a plan to make DeLand a bicycle friendly community modeled after best practices put forth by the League of American Bicyclists.

Traffic Mobility

Action Steps:

1. Identify and implement options for traffic calming throughout the City.
2. Continue street resurfacing plan.
3. Develop options to shuttle commuters from SunRail to downtown DeLand.
4. Encourage other alternative forms of public transportation.
5. Promote grid street patterns to assist with traffic and parking.
6. Consider one-way streets (with side parking) to alleviate parking limitations.
7. Analyze/consider more areas to be permitted for golf cart use on City streets.
8. Continue to support the maintenance and expansion of public transportation.
9. Investigate a downtown trolley.
10. Examine options to reduce drive through traffic downtown.

Design and Appearance

Action Steps:

1. Roadways:
 - a. Partner with the Florida Department of Transportation and Volusia County to develop a corridor improvement plan which identifies ways in which the major entrances into the City can be improved.
 - b. Continue to Improve City's gateway signage.
2. Maintain and improve the aesthetic appearance throughout the City and along its gateways.
 - a. Gateways:
 - i. Enforce the City's Design Standards.
 - ii. Focus proactive enforcement on major issues that create unsightliness along the City's gateways.
 - iii. Mowing, litter control, planting trees.
 - iv. Continue Joint code enforcement/gateway standards with the County.
 - v. Develop joint code enforcement programs with the County on shared corridors.
 - vi. Maintain Tree City USA designation.
 - b. Continue focused program for razing condemnable structures as funding allows.
 - c. Review zoning and signage standards.

Strategic Focus Area: High value government.

Strategic Context: To support the combination of high value jobs and sense of community a high value government must be fostered. This would include as:

- Increased use of e-governmental tools to communicate internally and externally.
- Alignment of resources to the strategic plan.
- Integrated city infrastructure with other public and private infrastructure sources.

Strategic Results:

- Efficiency.
- Effectiveness.
- Organizational Capacity Leadership.
- Interaction with citizenry and access to city government.

Strategies:

Technology leadership

Action Steps:

1. Continue implementation of a strategic information technology plan.
2. Continue to position the City to be a municipal leader in the use of information technology for public services by achieving e-qualified community status.
3. Enhance e-government capabilities:
 - a. Continue interactive City website.
 - b. Promote the use of ebilling and epayment options. Continue social media marketing of City events, activities and progress on initiatives.
4. Facilitate partnering opportunities with other related infrastructure providers.
5. Provide education to city workforce on technology utilization and cyber security.

Organizational Improvement

Action Steps:

1. Annually provide customer service training for employees.
2. Continue implementation of an organizational improvement / process re-engineering program.
3. Systematically and continuously review City functions from the perspective of how technology can improve efficiency and effectiveness.
4. Identify long term investments in technology, facilities, and training to enhance services and operations.
5. Continuously review City functions for improved efficiency and effectiveness and consider potential privatization and/or public partnership advantages.

Facilities and infrastructure

Action Steps:

1. Expand green space throughout the City.
2. Develop a parks and recreation master plan to determine the location of new parks and the types of amenities residents would like to add or modify and develop an action plan to pursue those improvements. Continue maintenance of City facilities in accordance with five-year maintenance plan.
3. Aggressively pursue expansion of reclaimed water system master plan for expansion.

Future planning

Action Steps:

1. Maintain City Strategic Plan and update at City goal setting workshop annually.
2. In cooperation with the other west-side utilities, develop and implement strategies and facilities to meet the requirements of the Blue Springs Mitigation Strategy.
3. Continue capital investments to alleviate future flooding of neighborhoods.
4. Increase stormwater requirements for new development.
5. Prioritization of projects included in Stormwater Master Plan.
6. Plan for increased cultural diversity and increased senior citizen population.
7. Continue expansion of activities at the Sanborn Activity Center to meet demand for senior programs.
8. Expand programs at Chisholm Community Center.

Service Improvements

Action Steps:

1. Emphasize paperless record keeping.
2. Develop partnerships for better efficiency, reduced costs.
3. Develop interactive use of City web site.

Staff development

Action Steps:

1. Strengthen leadership/management skills of existing employee base.
2. Continue to implement succession plan.
3. Develop a diversity equity and inclusion plan.
4. Provide technology training to City work force. Regularly scheduled classes, technology curriculum, ask employees what they need.

Strategic Focus Area: Communication.

Strategic Context: To maintain a high level of both internal communications within the City Government as well as ensure a two-way flow of information between the City Government and the citizens.

Strategic Results:

- Informed and engaged citizenry and city employees.
- Improved access to city government.

Strategies:

Public communication and outreach. A comprehensive public relations approach incorporating newsletters, e-communications, outreach efforts and other identified tools for improving both public access to and understanding of government, as well as to increase public participation in civic affairs.

Action Steps:

1. Maintain City website and social media to keep residents informed about programs, initiatives, events, and City news.
2. Develop and implement a strategic communications plan.
3. Emphasize personal contacts with citizens vs. heavy reliance on electronic communication.
4. Survey community periodically on city services.

Citizenship development

Action Steps:

1. Continue local student government academy designed to provide high school students with knowledge of local government (Chamber, High School).
2. Pursue development of a youth council.
3. Pursue development of a citizen's academy.
4. Continue/expand activities related to Florida city government week.

Expanded access

Action Steps:

1. Encourage civic engagement in the policy development process.
2. Continue a City Commission citizen concern response system.

Legislative

Action Steps:

1. Continue development of annual legislative action platform.
2. Communicate policy positions of City to State legislators on specific State legislative initiatives.

Strategic Focus Area: Maintaining a Safe Community

Strategic Context: To have a thriving, prosperous, and exciting community in which to live work and play it is necessary to first provide for the safety of our citizens.

Strategies:

Maintain public safety

Action Steps:

1. Insure public safety services are developed to meet needs of annexed areas.
2. Continue a program of stricter speed limit enforcement.
3. Continue closest station response with Volusia County and coordinate public safety service delivery.
4. Continue implementation of Advanced Life Support.
5. Maintain strong law enforcement presence in the community.
6. Develop additional preventative public safety services that are not emergency services.
7. Enhance communication between public safety and citizens.
8. Continue Citizens Police Academy and utilize alumni in appropriate ways to assist in law enforcement efforts.
9. Work with the Volusia County Sheriff's office to develop and implement a joint policing program.
10. Develop and implement policies that produce tangible and measurable solutions for people experiencing homelessness.
11. Increase planning with healthcare partners.

Strategic Focus Area: Preparing for the Future/Sustainability

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

Strategic Results:

- Identification of emerging issues that can impact the City.
- Proactive development of plans and strategies to address those issues.

Strategies:

Identification of emerging issues and options regarding a growing senior population.

Identification of emerging issues and options regarding health care services in the community.

Recognize and where possible facilitate or participate in mobility (transportation) planning for the community in the regional context.

Increase opportunities for affordable housing.

Identify and facilitate means to address community social needs.

Identify and pursue sustainability opportunities.

Action Steps:

1. Promote sustainability in policy decisions.
2. Identify sustainability initiatives to be pursued with grant money.
3. Pursue Florida Green City platinum designation.
4. Participate in Florida League of Cities Race to Zero
5. Apply for Resilient Florida grant to study flood vulnerability.
6. Pursue federal grant to expand second floor buildings downtown.

City of DeLand Strategic Plan Definitions

Advanced Life Support - Assessment or treatment by a person qualified to the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, telemetry, cardiac monitoring, cardiac defibrillation, and other techniques described in the EMT-Paramedic National Standard Curriculum or the National EMS Education Standards, pursuant to rules of the department.

Artisanal Community - A community that integrates residential and studio space for persons skilled in an applied art or craft to make a high-quality, distinctive product in small quantities, usually by hand and using traditional methods.

Bike and Pedestrian Master Plan - A comprehensive, long-range plan intended to guide the planning and development of the community's future bike and pedestrian goals and objectives.

Character Consistent Growth - Development that is consistent with the surrounding built environment in terms of character and context.

Clean Jobs - Industrial and manufacturing employment opportunities that have minimal impact on the surrounding area and/or conserve natural resources.

Community Redevelopment Agency - A government entity or organization created by a local government to address and revitalize areas within a community that are suffering from blight, economic stagnation, or other developmental challenges.

Creative Business Class - A classification of jobs associated with science, engineering, architecture, education, arts, music, entertainment, and similar fields whose economic function is to create new ideas, new technology, and new creative content.

Density Bonuses – Those residential units granted pursuant to the provisions of our development codes which exceed the otherwise maximum density for the development site.

Design Standards - A set of guidelines defining parameters to be followed in site and/or building design and development.

Distinctive Neighborhoods - Communities or neighborhoods with a strong sense of place, that build on their unique history, identity, and assets to foster community pride, and increase social interaction.

Diversity Equity and Inclusion Plan - A strategic framework that an organization develops to promote and foster diversity, equity and inclusion within its workforce and broader operations.

Diverse Industries - Promoting the establishment and expansion of diverse commercial and manufacturing industries to support sound job growth and a strong and stable economic tax base for the city.

Historic - Any prehistoric or Historic District, site, building, object or other real or personal property of historical, architectural or archaeological value. These properties or resources may include, but are not limited to, monuments, memorials, Native American habitations, ceremonial sites, abandoned settlements, sunken or abandoned ships, engineering works, treasure troves, artifacts, or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government, or culture of the City of DeLand.

Hybrid Based Code - An adaptation the use-based regulations with a newer, form-based approach. This approach balances these two types of development standards while uniquely focusing on a more predictable, outcome-based application process.

Joint Planning Agreement - A written agreement or understanding between two local governments designed to facilitate planned growth for the region and community.

Land Development Regulations - Regulations enacted by the City of Deland for the regulation of any aspect of development, and land use that implement the policies of the Comprehensive Plan.

Low Impact Development Practices - Land planning, design, and construction practices to conserve and protect natural resource systems and reduce runoff and pollutants.

Missing Middle Housing Strategy – Establishment of criteria and incentives to facilitate the production of higher density infill duplexes, triplexes, multi-family and cottage homes, to provide a variety of housing types.

Mixed Use Development - Development projects that provide more than one use or purpose within a shared building or development area. Mixed-use projects may include any combination of housing and office, retail, medical, recreational, or commercial components.

Mobility Options - Multimodal options that help residents, businesses, and industries move more freely throughout the community and region.

Nodal Strategy - Central or connecting points in a neighborhood that have a mix of residential, commercial, industrial and institutional uses and buildings.

Planned Development Agreements - A negotiated contract or agreement between project proponents and public agencies that govern the land uses and performance standards that may be allowed for a project.

Race to Zero – Is a program created by the Florida League of Cities. It is a friendly competition between municipalities to showcase how they are leading the way to carbon neutrality. The Florida Race to Zero is part of a global Race to Zero campaign to rally leadership and support from businesses, governments, and investors for a healthy, resilient and decarbonized economy.

Smart Growth Principles - Planning, regulatory, and development practices and

techniques founded upon and promoting the following principles: (1) using land resources more efficiently through compact building forms, infill development, and moderation in street and parking standards in order to lessen land consumption and preserve natural resources; (2) supporting the location of stores, offices residences, schools, recreational spaces, and other public facilities within walking distance of each other in compact neighborhoods that are designed to provide alternate opportunities for easier movement and interaction; (3) providing a variety of housing choices so that the young and old, single persons and families, and those of varying economic ability may find places to live; (4) supporting walking, cycling, and transit as attractive alternatives to driving, providing alternative routes that disperse, rather than concentrate, traffic congestion; and lowering traffic speeds in neighborhoods; (5) connecting infrastructure and development decisions to minimize future costs by creating neighborhoods where more people use existing services and facilities, and by integrating development and land use with transit routes and stations; and (6) improving the development review process and development standards so that developers are encouraged to apply the principles stated above.

Strategic Information Technology Plan - A comprehensive document that outlines an organization's long-term goals and objectives related to its use of technology.

Succession Plan - A structured strategy put in place by an organization to identify and prepare potential successors for key positions within the company, particularly leadership roles.

Sustainable Development Practices - Development that maintains or enhances economic opportunity and community well-being while protecting and restoring the natural environment upon which people and economies depend and meets the current needs without compromising future generations.

Sustainable Growth Policy - Policies that implement social, economic, and environmental planning to balance the social and economic needs of present and future generations with the goal of preserving, or preventing undue damage to the natural environment.

Traditional "Euclidian" Zoning - The segregation of land uses into specified geographic districts and dimensional standards specifying limitations on the magnitude of development activity that is allowed to take place on lots within each type of district.

Transit Oriented Development Plan - A development plan that is either located around mass transit centers or along corridors that are developed at a density and intensity that makes it feasible to be served by public transportation. The plan helps create compact, walkable communities that provide a high quality of life without complete dependence on a car for mobility within the Deland Area.

Transportation Mobility Strategy - A plan that provides direction and guidance for optimizing travel needs in the community or region.

2050 Vision Plan – The adopted plan that provides the guiding principles for future growth within the city and utility service area.

Water Resource Management - The holistic approach to managing water supply and water

risks to ensure sufficient quantity and quality to meet many competing demands, including drinking water and sanitation as well as energy production, food production, water transportation and navigation, recreation, and maintaining sustainable ecosystems. This includes planning, forecasting, and identifying the most effective and environmentally conscious methods of managing resources and maintaining equitable and cost-effective access to water.

A Strategic Plan for the City of DeLand

Approved by the City Commission of the City of DeLand this _____ day of _____, 2021

ATTEST:

Christopher Cloudman, Mayor – Commissioner

Julie A. Hennessy, City Clerk - Auditor

Charles Paiva, Commissioner Seat 2

Michael P. Pleus, ICMA-CM, City Manager

Jessica Davis, Commissioner Seat 3

Dan Reed, Commissioner Seat 4

Kevin Reid, Commissioner Seat 5



STRATEGIC PLAN SURVEY REPORT

Prepared by the Office of
Community Information

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Situation Analysis

The City of DeLand started a year-long process of updating its strategic plan.

First adopted in 2000, the strategic plan outlines a vision for the city's future and strategies that should be utilized to get there. It is also a guiding document for the commission and staff when setting the budget.

The city's Strategic Plan serves as a guiding document in everything that we do - whether it is setting policy or the work staff does on a daily basis. Here are strategic focus areas of our current strategic plan:

- Regional high value job creation
- Institute smart growth principles
- Preserving "sense of community" as a key asset
- Creating a connected community
- High value government
- Communication
- Maintaining a safe community
- Preparing for the future/sustainability

The plan was updated in 2005 and city has tried to update the plan every 10 years with 2015 being the last time it was updated. However, given the changes within our community and a city commission led by a new mayor for the first time in more than 20 years, the city is moving forward with an update this year.



About the Survey

To gauge sentiment, the city held several community meetings, however, attendance was not to the level anticipated. The electronic survey method helped capture the prevailing sentiment of our residents.

Surveys are great ways to gather insights and take the pulse of community sentiment.

In this case, the survey provided invaluable information as many of our community meetings had poor attendance.

The survey was developed using open-ended questions asked at the community meetings.

Though not scientific, nearly 800 people participated with more than half of respondents answering all questions asked.



The survey was started by nearly 800 respondents and more than half answered all of the questions. More than 4,500 responses total were collected.



Summary of Findings

Several themes emerged from the questions asked.

DOWNTOWN IS AN ASSET



Downtown was mentioned nearly 500 times in answers given by respondents. Many respondents view downtown as an area of the city that must be protected and maintained.

RESIDENTS ARE CONCERNED ABOUT DEVELOPMENT



Excessive development was cited nearly 300 times in answers given in the survey. Many said it is eroding the city's small town charm.

HOMELESSNESS



Respondents have noticed an increased presence of homeless individuals in the community and it is having an effect on the city's overall appearance and perception of safety.

INFRASTRUCTURE



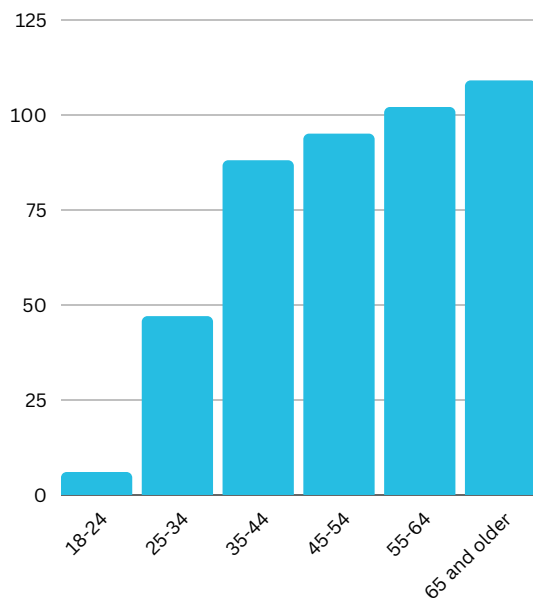
Many respondents commented on the lack of infrastructure in relation to increased development. Several commented on the increased traffic with little done to expand roadways, overcrowding of schools and relative lack of park space.



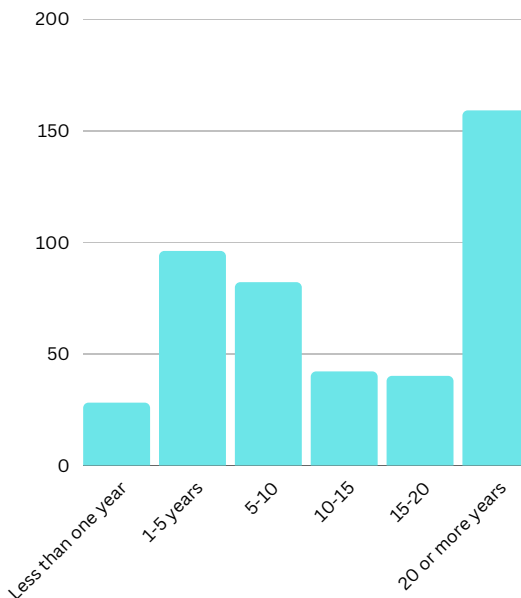
Demographics

Though not considered scientific, the survey provided a fairly even cross-section of our community

Age



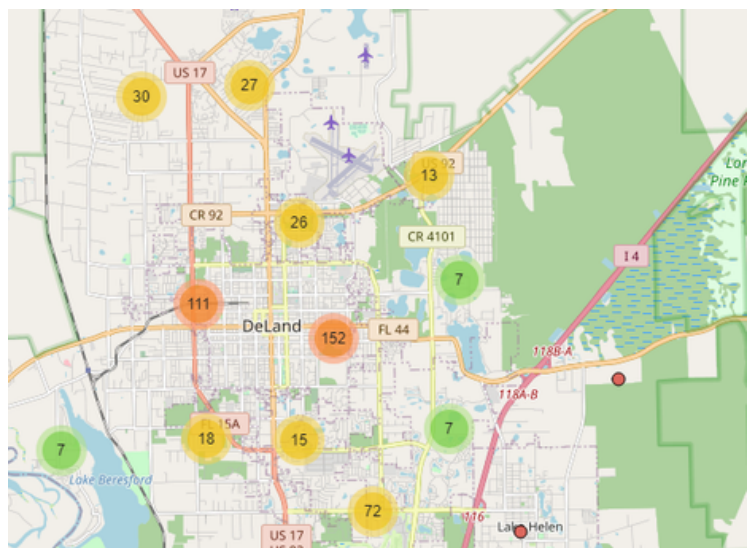
How long have you lived here?



What area best describes where you reside?

Respondents were asked to place a pin on a map to represent where they live.

Though some respondents indicated they lived outside of DeLand, an overwhelming majority live in the greater DeLand area.

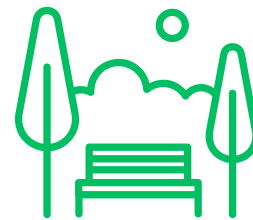


Question:

Think of three other communities that you might like to live in. What do they have that you would like to have in DeLand?

For this question, we asked respondents to think of other cities and list some of their best qualities that DeLand may not have. Of the cities cited by respondents, Winter Park is mentioned 30 times, Mt. Dora is mentioned 25 times, New Smyrna Beach - 13 times - and Sanford is mentioned by 11 respondents.

When citing these communities, people valued the green space and walkability offered by these various locations.



Variety in dining options especially in the city's downtown corridor was cited as a desire - with it being mentioned 50 times in responses.

Respondents also cited a desire for better planned subdivisions and less housing density altogether.

"The massive cookie cutter neighborhoods being built all over DeLand are an eye sore and taking away from what makes the DeLand area special."



Question:

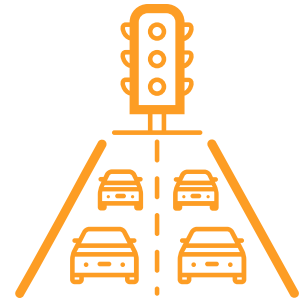
What is one feature that could be added to the City that would improve the quality of life in DeLand?



More park and green space was again a key concern and desire with some respondents being more specific such as wanting kid-friendly features such as a splash pad or pool or amenities such as walking paths.

"Community Waterpark; The springs are great but a lazy river and lap swimming open to the public at reasonable rates is something greatly needed. Water Aerobics/ swim lessons/ birthday parties etc. Chisholm Center Pool is never open and not inviting to general public."

Updating infrastructure such as roads, sidewalks, healthcare facilities and our schools to keep up with growth was cited several times by respondents.



Respondents across the board generally don't want to see more housing projects coming to the city. However, respondents to this question also noted there is a need for affordable housing.

"People who live and work in DeLand don't make that (much) money, and can't afford to live there. We need real affordable solutions."



Question:

What opportunities should the city pursue?

Many of the same themes such as park space, infrastructure, less development were touched on for all of the questions posed. Rather than belaboring those themes, we've highlighted some of the more thoughtful responses below:

"'Live here, work here, play here' opportunities versus opportunities that simply grow us as a bedroom community."



"Attract business creating more employment opportunity targeted to help families with lower incomes gain better income."

"The Putnam property presents an opportunity to reimagine what downtown DeLand could be. Connecting it with the Athens Theater and the Old Courthouse could create a unique green space or square not on a state highway. "

"Continuing the outreach to Spring Hill and add better sidewalks/bike paths for all residents to get downtown and around"



"More parks, trails and places for people to gather outside of downtown proper."

"Cultural, and recreational activities, more diverse restaurants and shops"



"Spring training baseball team."

"Keeping DeLand the small, quiet residential city that we all moved here to enjoy."



Question:

If you chose to live in DeLand, what factors were key in making that decision?

DeLand's population has experienced incredible growth over the last decade with roughly 27,000 residents registered in the 2010 Census and more than 37,000 in the 2020 Census - a growth rate of 9.25 percent. So it is important to ask **why** people are moving here.

"Small town" and "downtown" are cited in nearly 200 of respondent's answers. The word "community" appears about 49 times in responses. It should be noted that a number of survey takers believe growth is eating away at the qualities that brought them here.

"It was a quiet, peaceful, charming community. It is now over populated."

"Small town feel, family-oriented, safe - but I do not feel like we are preserving these qualities."

Proximity to amenities such as the beach and big cities was another reason given by respondents for moving here.

"Small town feel, but close to major cities. Traffic is not bad. Cost of living is lower than bigger cities."

The city's events and festivals were also listed a major draw to live in DeLand.



"Small Town life. Less traffic, more friendly people. Strong sense of community & preservation of historic buildings. Celebrations and parades, hometown events."



Question:

What is your greatest hope and greatest fear for DeLand?

"I hope that DeLand will expand upon the things that make it a nice place to live. I fear it will become another copycat sprawling suburb with no character or uniqueness (like Deltona, Altamonte Springs, Brandon, or any number of other suburbs in this state)."

"Greatest hope: We lead the state in developing a small city that provides affordable housing, multimodal transportation options, and parks that showcase and preserve our beautiful natural areas."

Greatest fear: We focus on developing on the city periphery without planning for bicycle and pedestrian safety and become yet another sprawling suburb where getting around requires a car and where trees and natural spaces are sparse."

"That what's left of the small town feel can be preserved. Biggest fear is that we are at the point of no return with the over development. No adequate schools and traffic is getting out of control."

"That it will grow into a place where everyone feels welcome not just those with money. Fear - It will grow too much without enough policing and crime will be rampant."

"DeLand continues to feel small. My fear is that we continue to grow too fast and the citizens that have lived here 20+ years are the ones to pay for it."

"My greatest hope is that DeLand will embrace the small, historic town feeling that drew us to this area. My greatest fear is that, you will continue to clear cut massive areas for huge subdivisions and put further strain on our roads and schools."



Question:

What makes DeLand distinctive?

The city's downtown and small town feel are what people feel distinguishes DeLand from other cities - as respondents cited these qualities more than 200 times in their answers.

"Downtown- hip and historic at the same time. Still has small town feel despite growth."

"Its historic beautiful downtown, the citizens who fight to keep it small because they cherish its distinctive hometown feel, the families who've lived here for generations, the beautiful landscape of the places still left untouched by construction."

DeLand's community spirit and embrace of diverse cultures as well as our history was another distinctive trait pointed out by respondents.

"I love how when we go out around DeLand, we always run into someone we know. That is what I love about small towns, the sense of community that residents are able to foster."

"It has one high school. We close our downtown streets to have parades. When kids grow and leave, they can come back and still feel they are part of the community."

"I think that Stetson is truly the biggest gem in DeLand's crown. That and the historic buildings: The courthouse, the Athens Theater, and other various remarkable buildings that are so worth preserving."



Question:

The future will bring change to DeLand. What feature would you like to keep as we change. What feature would you reduce or eliminate?

The same themes seen throughout the survey are also found here: people wish to keep or maintain downtown and the small town feel and stop or limit development.

"I hope we can keep our uniqueness, trees and small town charm as they seem to be disappearing rapidly..."

"The small town feeling, is what makes DeLand special. Don't ever change that aspect. I want the city to stop cutting down so many trees and clearing land to continually build massive neighborhoods."

"Reduce the speed of growth until the infrastructure can catch up. Keep the small town feel."

"...I love our area and the future should embrace a theme such as "A small town with a big heart." Building a big town with no infrastructure and no upward mobility would be cruel to future generations. DeLand is beautiful and it should feel like a drive through paradise anyplace we go. Traffic and eyesores need to be worked on big time."

"We should keep the small hometown feel along with the rich history and diversity. I understand that cities must grow, but we need to absolutely stop forcing the growth at a rate that isn't sustainable while ignoring the people who currently live and work here in favor of importing people from out of town."

"Keep an emphasis on history, charm and community. Our 100-200 year old homes and giant oaks are a treasure, our downtown sector is the heart of the town and something that NONE of the other cities in Volusia have..."



Conclusions

Downtown and small town feel are valued by residents.

The city's downtown and small town are what brought many people here. The city should continue to look for ways to invest in the downtown corridor.

Growth and development are seen as a negative aspects for the city, and are seen as possible dangers to the city's greatest assets.

Growth and development are inevitable. But many feel these issues are chipping away at the qualities that brought them here.

Residents would like to see a focus on infrastructure to include green space and parks.

If growth is going to continue, residents expressed a need for the city to keep pace with roadway development and amenities like parks and green space for walking.

CITY OF DELAND
Request for Commission Action
December 4, 2023

SUBJECT: First Reading of Ordinance Annexing ±28.667 Acres of Property Located at 1298 South Blue Lake Avenue.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Ordinance, Exhibit A- Legal Description, Exhibit B- Map, AN23-103 Survey (signed & sealed) (2) - ADA, AN23-103 Supporting Statement - Annexation - ADA, Staff Report AN23-103 Taylor Ridge Annex - ADA, AN23-103 Aerial Map - ADA

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

SUMMARY/HIGHLIGHT:

This request is for approval to annex ±28.667 acres of property into the City of DeLand to develop a residential project with a subsequent land use amendment to Low Density Residential and a rezone request to the Taylor Ridge Planned Development.

The City's guidelines for annexation require a property be sufficiently contiguous to property already within the city limits and accessible to public services provided. In addition, the State requires the property be reasonably compact, not circuitous, and does not create an enclave. The subject property is contiguous to the City of DeLand, is reasonably compact and is not circuitous. However, the subject property is currently located inside an existing enclave of County jurisdiction. The requested annexation will reduce the enclave and will not adversely impact the provisions of governmental services.

At their September 13, 2023, meeting the Planning Board recommended approval of the annexation.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

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

SUSTAINABILITY:

Annexing the property into the City's jurisdiction will subject it to the City's adopted policies and allow implementation of the City's Sustainability Action Plan.

FISCAL IMPACT:

Inclusion of this property into the City's tax roll will increase funds towards City services.

RECOMMENDATION:

Staff recommends the City Commission approve, on 1st reading, the annexation of ±28.667 acres of property into the city limits of DeLand.

BACKGROUND/DISCUSSION:

Mike Woods, Cobb Cole, represents the developer of the subject property. The property is undeveloped, heavily wooded and has a 100' wide FPL easement that runs north to south, near the center of the property. Road frontage for the subject property consists of $\pm$ 1,250 linear ft. along E. Taylor Rd. and $\pm$ 451 linear ft. along S. Blue Lake Ave.

On February 21, 2022, a petition for annexation of this property went before the City Commission and was denied 4-1 (Apgar). Since the original denial in 2022, the development proposal has been substantially changed as outlined in the Taylor Ridge Planned Development staff report and the annexation request is back for City Commission consideration.

ORDINANCE NO. 2023 –

**AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA,
ANNEXING A PARCEL OF LAND TOTALING APPROXIMATELY +/-
28.667 ACRES OF PROPERTY LOCATED AT 1298 SOUTH BLUE LAKE
AVENUE; AMENDING CITY BOUNDARIES TO INCLUDE THE
ANNEXED PROPERTIES; AFFIRMING COMPLIANCE WITH
STATUTORY PROCEDURE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Petitioner, Mike Woods, Esq., on behalf of Stewart Family Properties, LLC, submitted a petition for annexation of approximately +/- 28.667 acres of land located at 1298 South Blue Lake Avenue ; and

WHEREAS, the subject property to be annexed is undeveloped and heavily wooded; and

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

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

Section 1. The following described parcel of land in Volusia County, Florida, for which a petition for annexation has been received from the Petitioner, Mike Woods, Esq., on behalf of the owner, Stewart Family Properties, totaling approximately +/- 28.667 acres, located at 1298 South Blue Lake Avenue, is hereby annexed and made part of the City of DeLand, subject to the jurisdiction, obligations, benefits and privileges of property within the municipality:

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

Parcel Identification Nos. 7022-00-00-0090 and 7022-00-00-0191

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

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

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

PASSED AND DULY ADOPTED this ____ day of _____, 2023.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

TAYLOR RIDGE PD

METES & BOUNDS LEGAL DESCRIPTION

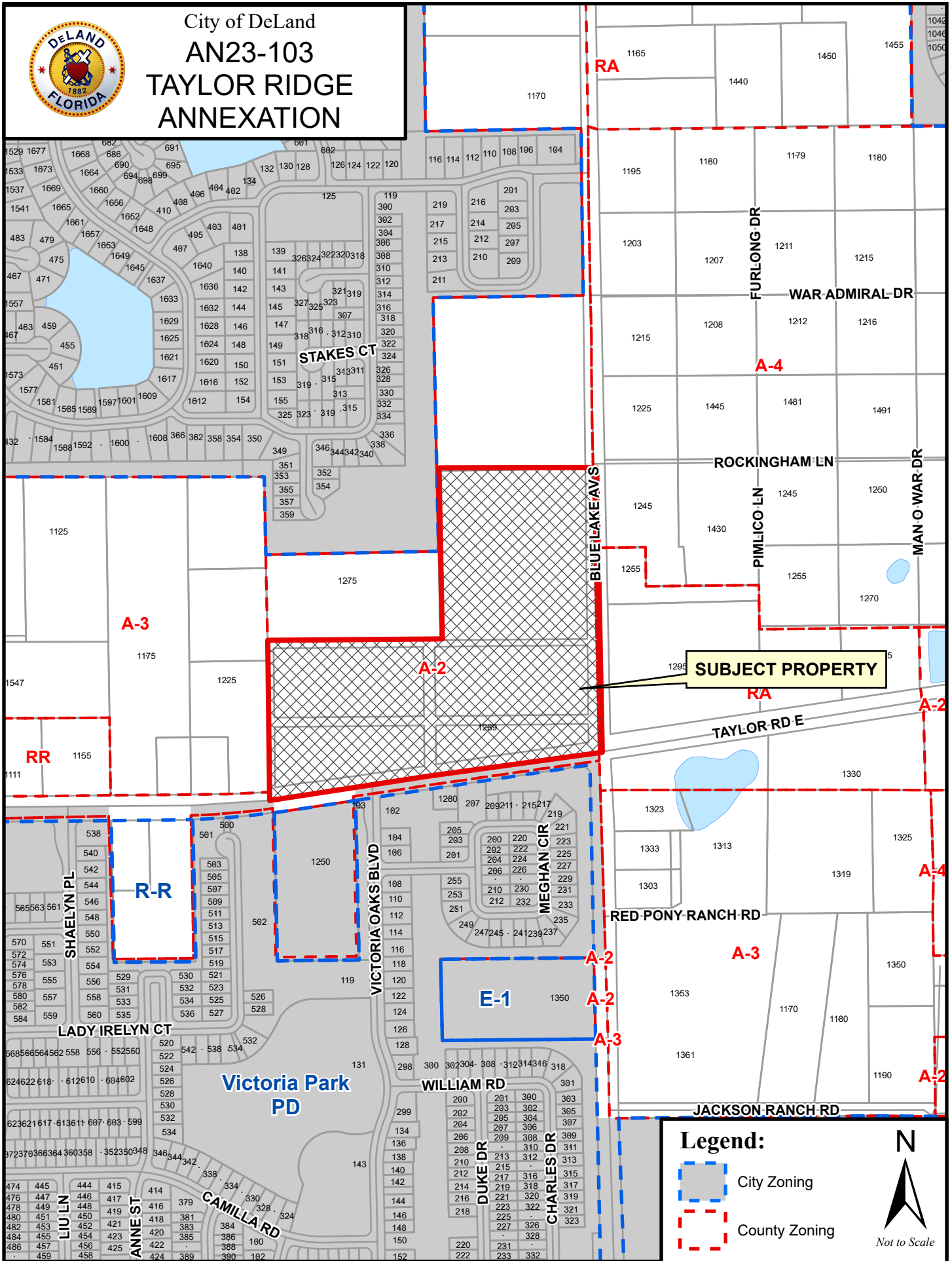
DESCRIPTION

BOUNDARY AND RW

That part of the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 17 South, Range 30 East, Volusia County, Florida being more particularly described as follows:

COMMENCE at the Northeast corner of the Southeast 1/4 of Section 22, Township 17 South, Range 30 East, Volusia County, Florida thence S01°09'26"E 1357.82 feet along the East boundary of said Southeast 1/4 to the Northeast corner of the Southeast 1/4 of said Southeast 1/4 for the POINT OF BEGINNING; thence North 89 degrees 36 minutes 35 seconds East 15.00 feet along the North boundary of the Southwest 1/4 of the Southwest 1/4 of Section 23, Township 17 South, Range 30 East Volusia County, Florida to a point on the centerline of Blue Lake Avenue as shown on Volusia County right of way map Project #1335; thence South 01 degrees 09 minutes 26 seconds East 1175.64 feet along said centerline to a point on the centerline of Taylor Road per Volusia County Right of Way map project #1113-4-5/P4172-3; thence South 81 degrees 19 minutes 36 seconds West 1284.01 feet along said centerline to the beginning of a tangent curve concave Northerly and having a radius of 3531.24 feet and a central angle 01 degrees 06 minutes 33 seconds; thence run Westerly 68.36 feet along the arc of said curve and said centerline to a point on the West boundary of the Southwest 1/4 of the Southeast 1/4 of said Southeast 1/4; thence North 01 degrees 06 minutes 37 seconds West 50.32 feet along said West boundary to a point on the North right of way line of the aforesaid Taylor Road; thence N01°06'37"W 631.00 feet along said West boundary to the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of said Southeast 1/4; thence N89°11'44"E 662.65 feet along the North boundary of the Southwest 1/4 of the Southeast 1/4 of said Southeast 1/4 to the Southwest corner of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4; thence N01°08'02"W 676.25 feet along the West boundary of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4 to the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4; thence N88°57'54"E 632.36 feet along the North boundary of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4 to a point on the West right of way line of said Blue Lake Avenue; thence continue N88°57'54"E 30.00 feet along said North boundary to the Point of Beginning.

CONTAINING: 28.667 acres, more or less.



BOUNDARY SURVEY

SECTION 22, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA



DESCRIPTION

Parcel 1:
The South 1/2 of the Southeast 1/4 of the Southeast 1/4, lying North of Taylor Road, Section 22, Township 17 South, Range 30 East, Volusia County, Florida, Less and Except Road Right of Ways.

also described as:

All of Blocks 1 and 2, and that portion of Blocks 3 and 4, lying North of Taylor Road, Carroll and Marshall Addition to Deland, according to the map thereof as recorded in Map Book 9, Page 22, Public Records of Volusia County, Florida, Less and Except Road Right of Ways.

Parcel 2:
The Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4, Section 22, Township 17 South, Range 30 East, Volusia County, Florida, Less Road Right of Way.

CONTAINING: 26.011 acres, more or less.

LEGEND

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NOTES

- This Plat represents a Boundary Survey of the Description provided by client to Jones, Wood & Gentry, Inc. and does not indicate ownership.
- Bearings shown hereon are based on the East Boundary of the Southeast 1/4 of Section 22 as bearing S01°09'26"E, per Florida State Plane coordinates Zone East.
- A Commitment for Title Insurance was prepared by Chicago Title Insurance Company, Commitment No. RTG2121201 with a commitment date of July 12, 2021 at 5:00 P.M. and was provided to Jones, Wood & Gentry, Inc. for use in preparing this survey. Research of the public records was not a part of the Scope of Surveying Services contract. Items listed in Schedule B Section II of the title commitment, to the extent they affect and can be shown graphically on the survey, relative to the subject property, are listed below:
ITEM 6. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of CARROLL AND MARSHALL ADDITION TO DELAND, recorded in Map Book 9, Page 22, of the Public Records of Volusia County, Florida.
ITEM 7. Easement in favor of Florida Power Corporation recorded November 1, 1966 in Official Records Book 884, Page 112; Subordination of Utility Interests recorded March 19, 1991 in Official Records Book 3603, Page 829. O.R.B. 884, Page 112 describes a 100' wide Power easement. But does not describe that part of the property known as "The S. 1/2 of the NW. 1/4 of the SE. 1/4 of the SE. 1/4 of SECTION 22" as shown hereon. O.R.B. 3603, Page 829 does not affect the property. That description described the a portion of the powerline easement where the Taylor Road widening occurred and no longer affects the property.
- Elevations shown hereon are based on Volusia County 1988 datum Vertical Control Points:
BLA#4 X-Cut in Concrete Published Elevation 84.343.

JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LB1
9645 EAST COLONIAL DRIVE
SUITE 114
ORLANDO, FLORIDA 32817
407-898-7780

NOT VALID WITHOUT SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
DANIEL E. GENTRY JR., Florida Registration Number 5047

FOR:
HANOVER LAND COMPANY, LLC

IT IS CERTIFIED THAT THE SURVEY REPRESENTED HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17, CHAPTER 472, FLORIDA STATUTES, UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL BASED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

BY: DG3
DATE: 10-04-21
DRAWING: 29293-COV.DWG
JOB #: 29293
SHEET: 1 OF

CERTIFIED TO:
Central Florida Investment Company, LLC
GMM Investments, LLC
Stewart Family Properties, LLC
Hanover Land Company, LLC
Reliant Title Group, Inc. d/b/a Volusia Title Services
Chicago Title Insurance Company

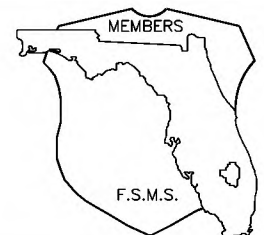
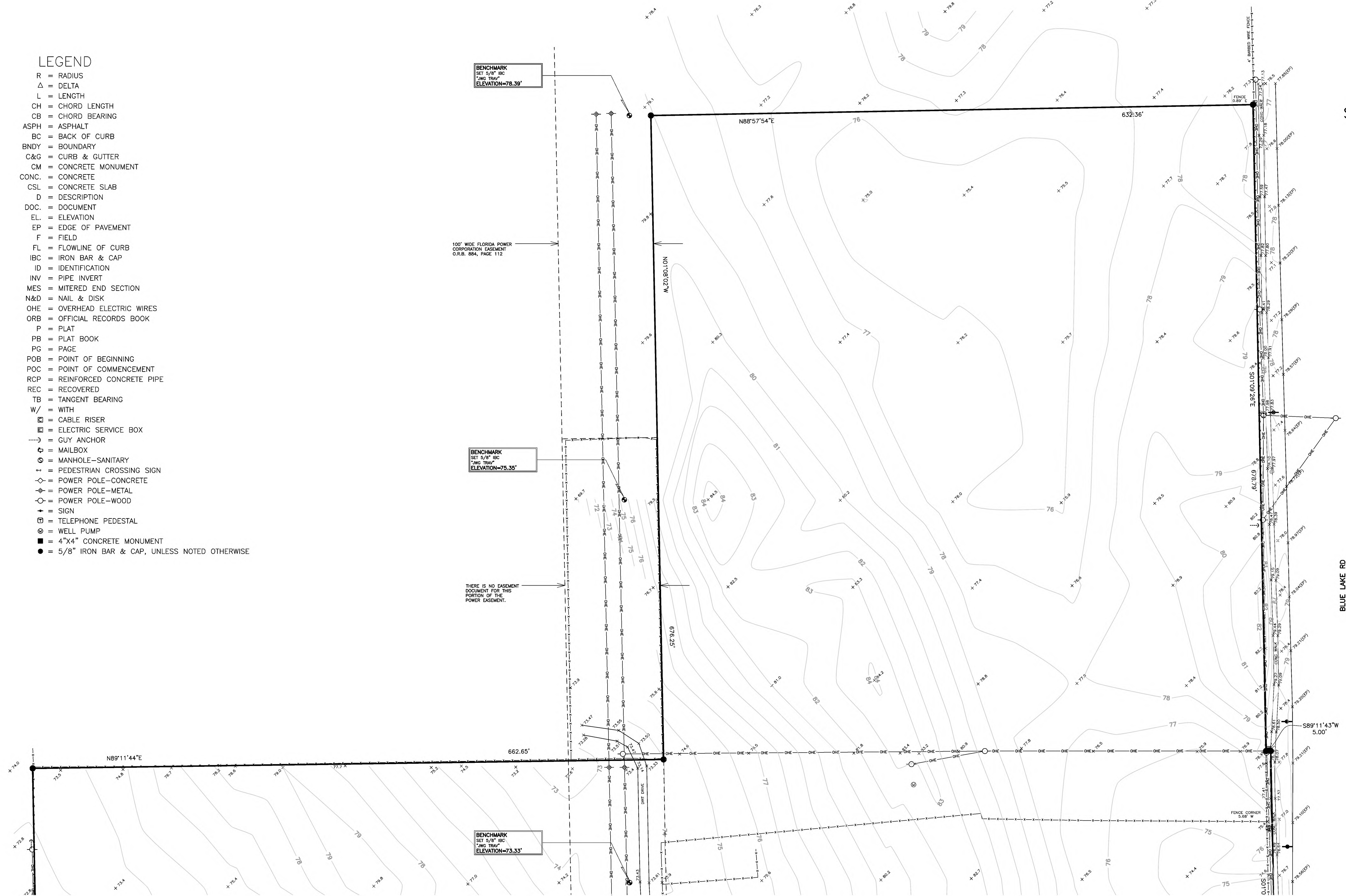
BOUNDARY & TOPOGRAPHIC SURVEY

SEE SHEET 1 FOR DESCRIPTION
SECTION 22, TOWNSHIP 17 SOUTH. RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA

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SCALE: 1"=50'



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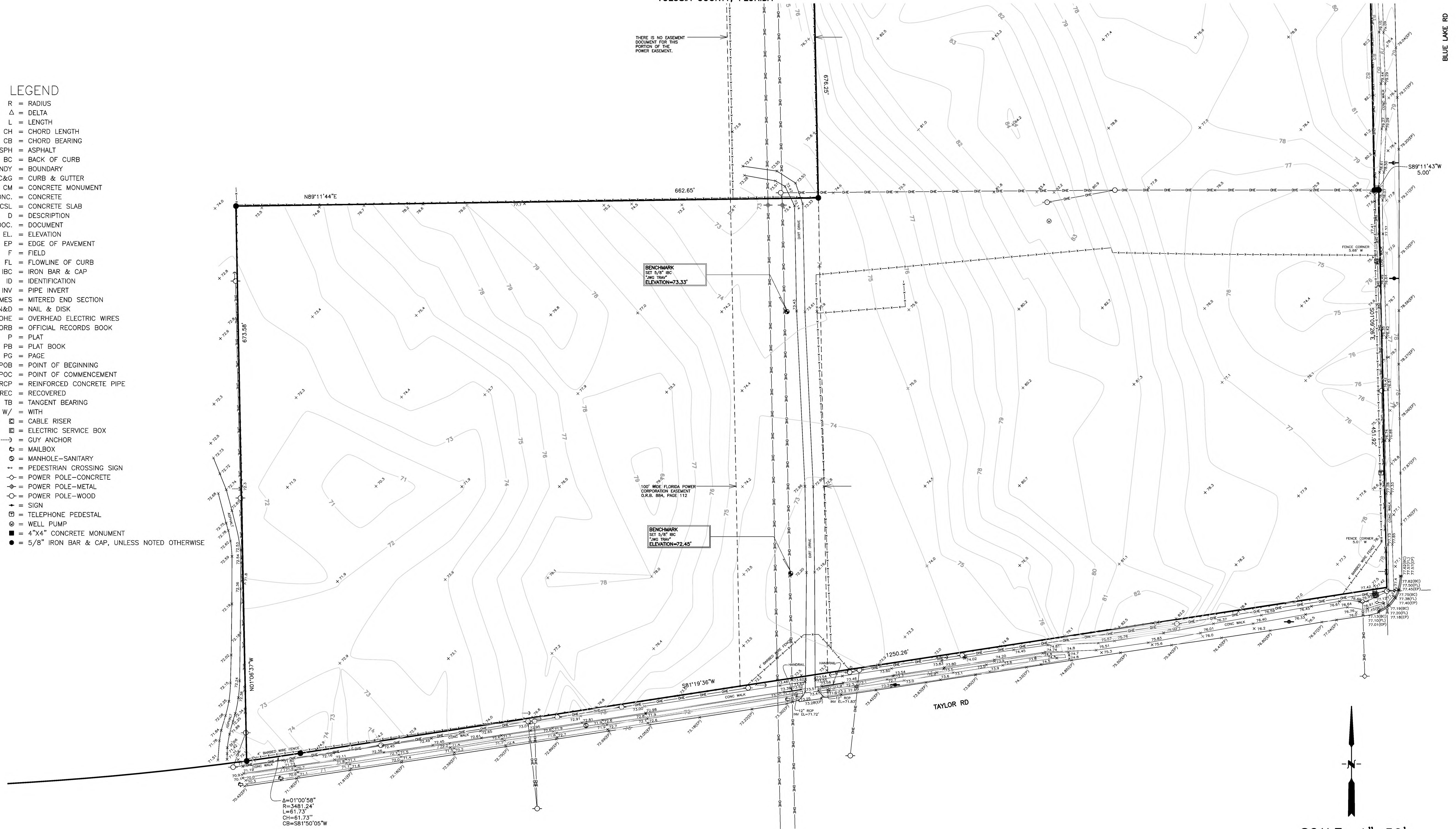
FOR:
**HANOVER LAND
COMPANY, LLC**

BY: DG3
DATE: 10-04-21
DRAWING: 29293-BDY.dwg
JOB: 29293
SHEET: 2 OF 3

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BY: **DG3**
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JOB: **29293**
SHEET: **3 OF 3**

SUPPORTING STATEMENT
TAYLOR RIDGE - ANNEXATION

The purpose of the annexation request is to bring the subject property within the jurisdiction of the City of DeLand. It is located within an enclave of unincorporated property and has been identified as likely to be included within the City Limits of DeLand by the Greater DeLand Act and the DeLand 2050 plan, among other documents.

**PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD**

September 13, 2023

APPLICATION: AN23-103

STAFF PLANNER: Kendall Story

1. **Requested Action:** Annexation of property located in unincorporated Volusia County into the City limits of DeLand
2. **Location:** Northwest corner of S. Blue Lake Ave. & E. Taylor Rd.
3. **Petitioner:** Mr. Michael Woods, Esq., Cobb Cole
4. **Owner:** Stewart Family Properties, LLC
5. **Size of parcel(s):** ± 28.667 acres
6. **Parcel ID:** 7022-00-00-0090 & 7022-00-00-0191
7. **Land Use Designation & Zoning of Subject Property:**

Future Land Use: Volusia County: Rural

Existing Zoning: Volusia County: A-2 – Rural Agriculture

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

	LAND USE	ZONING
North:	VC: Rural; LDR	VC: A-2; Saddlebrook PD
South:	VC: Rural; New Community Development	Bridle Oaks PD; Victoria Park PD
East:	VC: Rural	VC: A-3
West:	VC: Urban Low Intensity	VC: RA; VC: A-4

9. **Physical Characteristics:** The proposed annexation consists of ± 28.667 acres, as well as the northern half of the E. Taylor Road right-of-way and the west half of the S. Blue Lake Ave. right-of-way. The subject property does not contain any wetlands and lies outside of the FEMA floodplain. The parcel is undeveloped, heavily wooded and has a 100' wide FPL easement that

runs north to south, near the center of the property. Road frontage for the subject property consists of $\pm 1,250$ linear ft. along E. Taylor Rd. and ± 451 linear ft. along S. Blue Lake Ave.

The subject property is owned by the Stewart Family Estate whom wish to subdivide the property. The applicant's ultimate goal is to develop the parcels into 65 single-family residential lots.

10. Public Services & Utilities: The City's Utilities Department states that the closest city water and sewer mains are found within the right-of-way of E. Taylor Road, in front of the property. The property is located within Police Patrol Zone 5, and service is available to the site with an approximate response time of 7 minutes. The Fire Department confirmed that adequate fire protection can be provided, with an approximate response time of less than 5 minutes. The County of Volusia has indicated that there are no code enforcement actions or liens associated with this property.

11. Growth Management Plan Consistency: An application for a change in land use (SMLU-23-102) has been submitted to amend the future land use from Volusia County Rural (R) to the City's Transitional Rural Development (TRD) designation. Additionally, an application for a zoning change (Z23-104) from Volusia County A-2 (Rural Agriculture) to the City's PD (Planned Development) has also been submitted. To the north of the subject property is the Saddlebrook residential Planned Development which consists of single-family residential lots ranging in widths from 50-70 ft. wide. Immediately to the south of the subject property is the E. Taylor Rd. right-of-way which is a 100 ft. wide right-of-way. South of E. Taylor Rd. is the Victoria Oaks Phase D Planned Development which consists of single-family residential lots ranging in widths from 40-60 ft. wide. To the west is Volusia County's A-3 (Transitional Agriculture) zoning district which requires 1 acre per dwelling unit. To the east is Volusia County's RA (Rural Agricultural Estates) zoning district and requires 1.5 acres per dwelling unit.

12. Analysis: The City's guidelines for annexation require a property be sufficiently contiguous to property already within the city limits and to be accessible to public services provided. In addition, the State requires the property be reasonably compact, not circuitous, and does not create an enclave. The subject property is contiguous to the City of DeLand, is reasonably compact and is not circuitous. However, the subject property is currently located inside an existing enclave of County jurisdiction. The requested annexation will reduce the enclave and will not adversely impact the provisions of governmental services. The parcel is contiguous to the northwest by ± 334 ft., and to the south by $\pm 1,250$ ft.

13. History: On February 21, 2022, a request for an annexation, a land use amendment to Low Density Residential and a rezone to the Taylor Ridge PD went before the City Commission. The proposed development did not receive approval of the annexation request, with a 4-1 vote (Apgar) to deny the annexation.

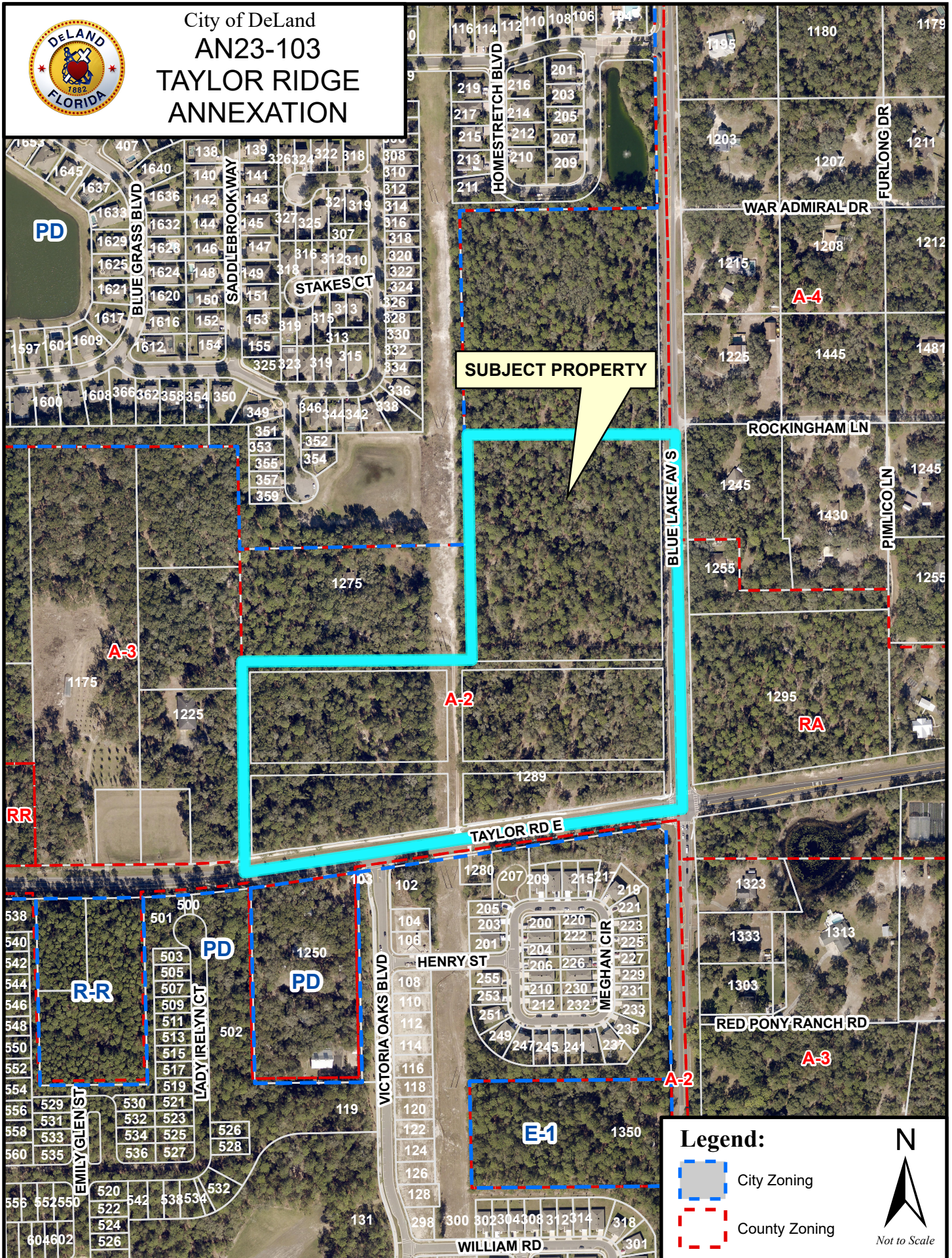
Recommendation: The annexation of this property will not create a new enclave for either the City or the County; therefore, Staff recommends that the Planning Board forward this annexation petition to the City Commission, with a recommendation for approval.

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

L:\COMMDEV\PLANNING\Staff Reports\2023\PB\SR-AN23-103 Taylor Ridge Annex



City of DeLand
AN23-103
TAYLOR RIDGE
ANNEXATION



CITY OF DELAND
Request for Commission Action
December 4, 2023

SUBJECT: First Reading of Ordinance Changing the Land Use for Approximately 26.011 Acres of Property, Located at 1298 S Blue Lake Avenue, from Volusia County Rural to City of DeLand TRD Transitional Residential Development.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Ordinance, Exhibit A-Legal Description, SMLU23-102 Survey (signed & sealed) - ADA, Staff Report SMLU23-102 Taylor Ridge Land Use Amendment (TRD) - ADA, SMLU23-102 Current Land Use Map - ADA, SMLU23-102 Proposed Land Use Map - ADA, SMLU23-102 Zoning Map - ADA, SMLU23-102 Aerial Map - ADA

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

SUMMARY/HIGHLIGHT:

The applicant, Mr. Michael Woods, Esq., Cobb Cole, is requesting to amend the land use designation of the subject property from Volusia County Rural to City of DeLand Transitional Residential Development, for 26.0111 acres of property. The subject property is located at the northwest corner of E. Taylor Rd. and S. Blue Lake Ave.

The Comprehensive Plan describes the Transitional Residential Development (TRD) land use designation as being located where the more rural areas of Volusia County are, on the perimeter of the city limits. It can transition from lower densities of 2 units/acre to densities as high as 3.25 units/acre, but only under specific circumstances. Specific density depends on locational factors and meeting higher development standards to add compatibility to adjacent uses and have access to public facilities.

Density Bonus: In some circumstances, a density bonus may be granted that increases the maximum of 2.0 dwelling units per acre, to as much as 3.25 dwelling units per acre, if specific criteria outlined in the TRD are met. These criteria include enhanced amenities and open space. Specifically, the TRD designation stipulates all the following must be provided for a development to be eligible for the density bonus. Internal trail and bike lanes with connection to adjacent trails and natural areas are constructed throughout the development area.

1. Sidewalks and bike lanes are provided throughout the development area.
2. The project must be located within a mile of an arterial, interstate or the SunRail stations.
3. At least three enhanced on-site amenities such as a recreation center, pool, clubhouse, fitness center, dog park, etc. are constructed to serve the residents.

Community enhancements are being provided in the Taylor Ridge PD. These enhancements include:

- Mulched pathways that run from a centralized amenity parcel to Taylor Rd.
- An 8' wide multi-use sidewalk that connects natural areas throughout the development
- And 3 enhanced on-site amenities which will include:

1. A fenced-in dog park

2. A playground for children in the neighborhood.
3. A community gathering area with a large pavilion that offers picnic tables, grills for the residents to use and outdoor games such as “horseshoes”.

The development is consistent with the Comprehensive Plan as the underlying land use of Transitional Residential Development allows a density bonus up to 2.5 dwelling units per acre provided specific performance standards have been met. This project proposes a density of 2.5 dwelling units per acres and provides enhanced amenities, internal sidewalks and bike lanes, and is within a mile of an arterial roadway.

At the September 13, 2023, meeting, the Planning Board recommended approval of the land use amendment.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

The land use amendment will implement smart growth policies relating to increasing urban densities and protecting conservation areas as outlined in the Smart Growth Strategic Focus Area.

SUSTAINABILITY:

The land use amendment allows implementation of the City's Sustainability Action Plan through the application of the Transitional Residential Development future land use designation's policy guidelines.

FISCAL IMPACT:

Residential development of this property, and inclusion of the residential units onto the City’s tax rolls, will increase funds towards City services.

RECOMMENDATION:

Staff recommends the City Commission approve the requested land use amendment of the subject property from Volusia County Rural to City of DeLand Transitional Residential Development, on first reading, and direct staff to transmit the amendment to the Volusia Growth Management Commission. The second reading should be delayed until the application is reviewed by the Volusia Growth Management Commission.

BACKGROUND/DISCUSSION:

Mr. Michael Woods, Esq., Cobb Cole, represents the developers of the Taylor Ridge Planned Development, who propose to construct a residential development consisting of 65 single-family lots.

To the **north** of the subject property is City Low Density Residential which allows up to 5.8 dwelling units per acre. To the **south** is City New Community Development and County Rural. NCD allows for mixed-use master-planned developments with a residential density of 1.25-2.5 units per acre. County Rural land use is a transitional, between agricultural land and urban areas. The residential density allowed in County Rural properties is 1 dwelling units per 5 acres, up to 1 dwelling unit per acre. To the **east** of the subject property is also in the County’s Rural land use designation. Immediately to the **west** is the S. Blue Lake Ave. right-of-way, followed by County Urban Low Intensity (ULI) land uses. The County ULI land use category allows for existing agricultural uses to remain, but is generally residential with densities ranging from 0.2 to 4 dwelling units per acre; where appropriate, less intense neighborhood convenience and office uses may be permitted with a maximum FAR (floor area ratio) of 0.5.

As currently designated, the properties for which the land use amendment is being sought will be combined to create a single property, which will eventually be developed. The requested land use amendment to Transitional Residential Development will increase the overall maximum density from 1 unit per acre to up to 3.25 units per

acre.

ORDINANCE NO. 2023 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF DELAND, BY CHANGING THE LAND USE DESIGNATION OF CERTAIN PROPERTY LOCATED AT 1298 SOUTH BLUE LAKE AVENUE; FROM VOLUSIA COUNTY'S RURAL FUTURE LAND USE DESIGNATION TO CITY OF DELAND'S TRANSITIONAL RESIDENTIAL DEVELOPMENT FUTURE LAND USE DESIGNATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

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

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

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

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

WHEREAS, the City Commission has received a request to amend the Comprehensive Plan by changing the land use designation of approximately 26.011 +/- acres of land located at 1298 South Blue Lake Avenue; from Volusia County's Rural future land use designation to City of DeLand's Transitional Residential Development future land use designation; and

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

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

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

Section 1. The City Commission hereby amends the Future Land Use Map for the incorporated area by changing the land use designation of that certain parcel of land located at 1298 South Blue Lake Avenue; consisting of approximately 26.011 +/- acres of land from Volusia County's Rural Future Land Use designation to City of DeLand's Transitional Residential Development Future Land Use designation, as more particularly described in the Exhibit "A" attached hereto and by this reference made a part hereof.

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

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

PASSED AND DULY ADOPTED this ____ day of _____, 2023.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

LEGAL DESCRIPTION

Parcel 1:

The South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, lying North of Taylor Road, Section 22, Township 17 South, Range 30 East, Volusia County, Florida, Less and Except Road Right of Ways.

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VOLUSIA COUNTY, FLORIDA



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1. This Plat represents a Boundary Survey of the Description provided by client to Jones, Wood & Gentry, Inc. and does not indicate ownership.

2. Bearings shown hereon are based on the East Boundary of the Southeast 1/4 of Section 22 as bearing S01°09'26"E, per Florida State Plane coordinates Zone East.

3. A Commitment for Title Insurance was prepared by Chicago Title Insurance Company, Commitment No. RTG2121201 with a commitment date of July 12, 2021 at 5:00 P.M. and was provided to Jones, Wood & Gentry, Inc. for use in preparing this survey. Research of the public records was not a part of the Scope of Surveying Services contract. Items listed in Schedule B Section II of the title commitment, to the extent they affect and can be shown graphically on the survey, relative to the subject property, are listed below:

ITEM 6. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of CARROLL AND MARSHALL ADDITION TO DELAND, recorded in Map Book 9, Page 22, of the Public Records of Volusia County, Florida.

ITEM 7. Easement in favor of Florida Power Corporation recorded November 1, 1966 in Official Records Book 884, Page 112; Subordination of Utility Interests recorded March 19, 1991 in Official Records Book 3603, Page 829. O.R.B. 884, Page 112 describes a 100' wide Power easement. But does not describe that part of the property known as "The S. 1/2 of the NW. 1/4 of the SE. 1/4 of the SE. 1/4 of SECTION 22" as shown hereon. O.R.B. 3603, Page 829 does not affect the property. That description described the a portion of the powerline easement where the Taylor Road widening occurred and no longer affects the property.

4. Elevations shown hereon are based on Volusia County 1988 datum Vertical Control Points:
BLA#4 X-Cut in Concrete Published Elevation 84.343.

JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LB1
9645 EAST COLONIAL DRIVE
SUITE 114
ORLANDO, FLORIDA 32817
407-898-7780

NOT VALID WITHOUT SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
DANIEL E. GENTRY JR., Florida Registration Number 5047

FOR:
HANOVER LAND COMPANY, LLC

IT IS CERTIFIED THAT THE SURVEY REPRESENTED HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17, CHAPTER 472, FLORIDA STATUTES, UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL BASED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

BY: DG3
DATE: 10-04-21
DRAWING: 29293-COV.DWG
JOB #: 29293
SHEET: 1 OF

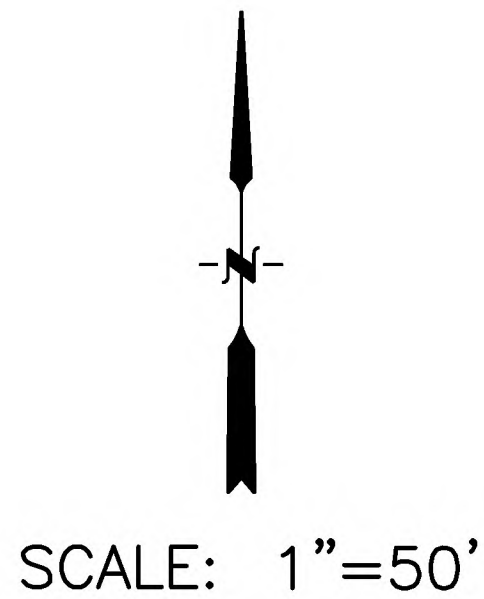
CERTIFIED TO:
Central Florida Investment Company, LLC
GMM Investments, LLC
Stewart Family Properties, LLC
Hanover Land Company, LLC
Reliant Title Group, Inc. d/b/a Volusia Title Services
Chicago Title Insurance Company

BOUNDARY & TOPOGRAPHIC SURVEY

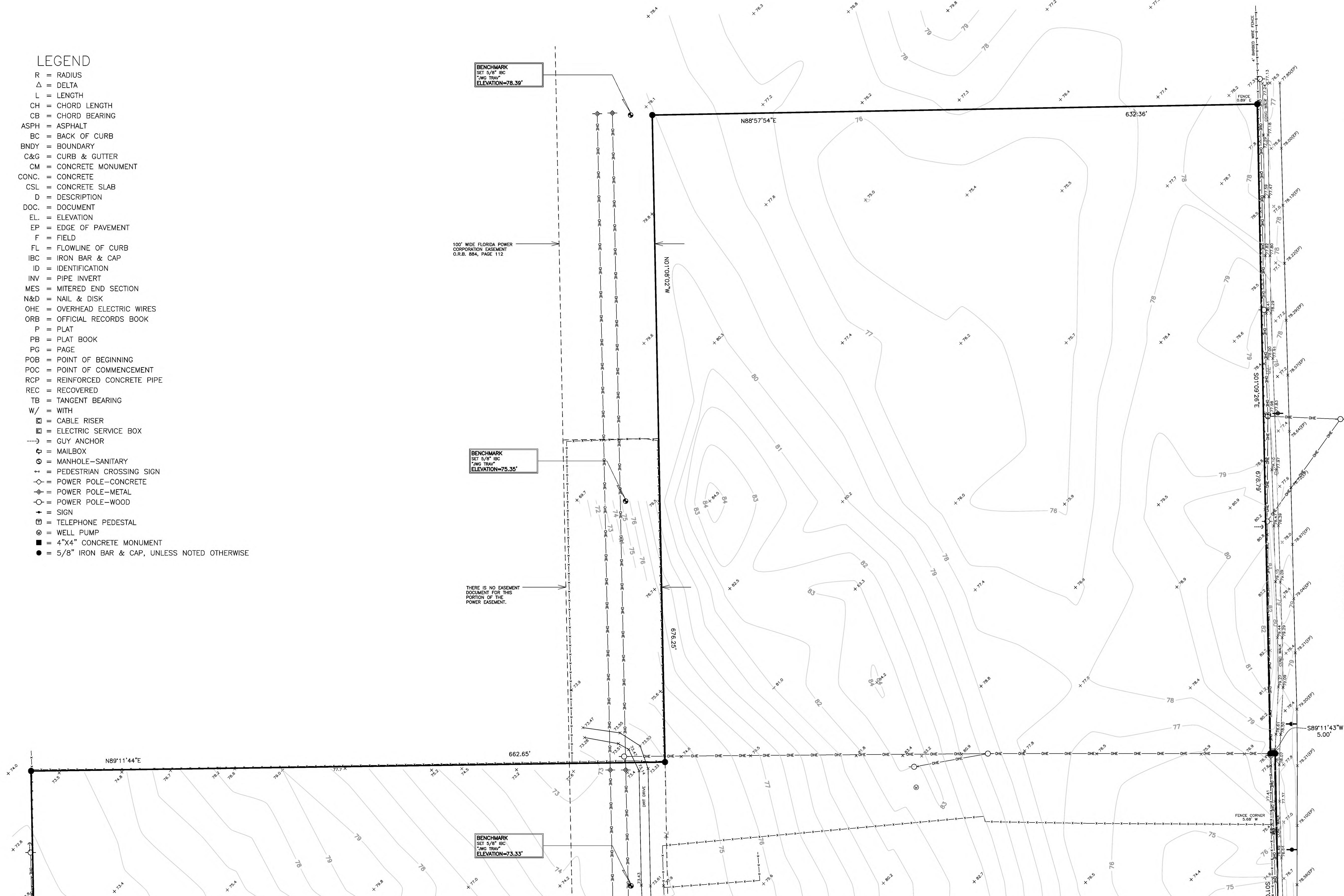
SEE SHEET 1 FOR DESCRIPTION
SECTION 22, TOWNSHIP 17 SOUTH. RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA

LEGEND

- R = RADIUS
- Δ = DELTA
- L = LENGTH
- CH = CHORD LENGTH
- CB = CHORD BEARING
- ASPH = ASPHALT
- BC = BACK OF CURB
- BNDY = BOUNDARY
- C&G = CURB & GUTTER
- CM = CONCRETE MONUMENT
- CONC. = CONCRETE
- CSL = CONCRETE SLAB
- D = DESCRIPTION
- DOC. = DOCUMENT
- EL. = ELEVATION
- EP = EDGE OF PAVEMENT
- F = FIELD
- FL = FLOWLINE OF CURB
- IBC = IRON BAR & CAP
- ID = IDENTIFICATION
- INV = PIPE INVERT
- MES = MITERED END SECTION
- N&D = NAIL & DISK
- OHE = OVERHEAD ELECTRIC WIRES
- ORB = OFFICIAL RECORDS BOOK
- P = PLAT
- PB = PLAT BOOK
- PG = PAGE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- RCP = REINFORCED CONCRETE PIPE
- REC = RECOVERED
- TB = TANGENT BEARING
- W/ = WITH
- ☐ = CABLE RISER
- ☐ = ELECTRIC SERVICE BOX
- = GUY ANCHOR
- ☐ = MAILBOX
- ☐ = MANHOLE-SANITARY
- = PEDESTRIAN CROSSING SIGN
- ☐ = POWER POLE-CONCRETE
- ☐ = POWER POLE-METAL
- ☐ = POWER POLE-WOOD
- ☐ = SIGN
- ☐ = TELEPHONE PEDESTAL
- ☐ = WELL PUMP
- = 4"x4" CONCRETE MONUMENT
- = 5/8" IRON BAR & CAP, UNLESS NOTED OTHERWISE



SCALE: 1"=50'



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9845 EAST COLONIAL DRIVE
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407-898-7780

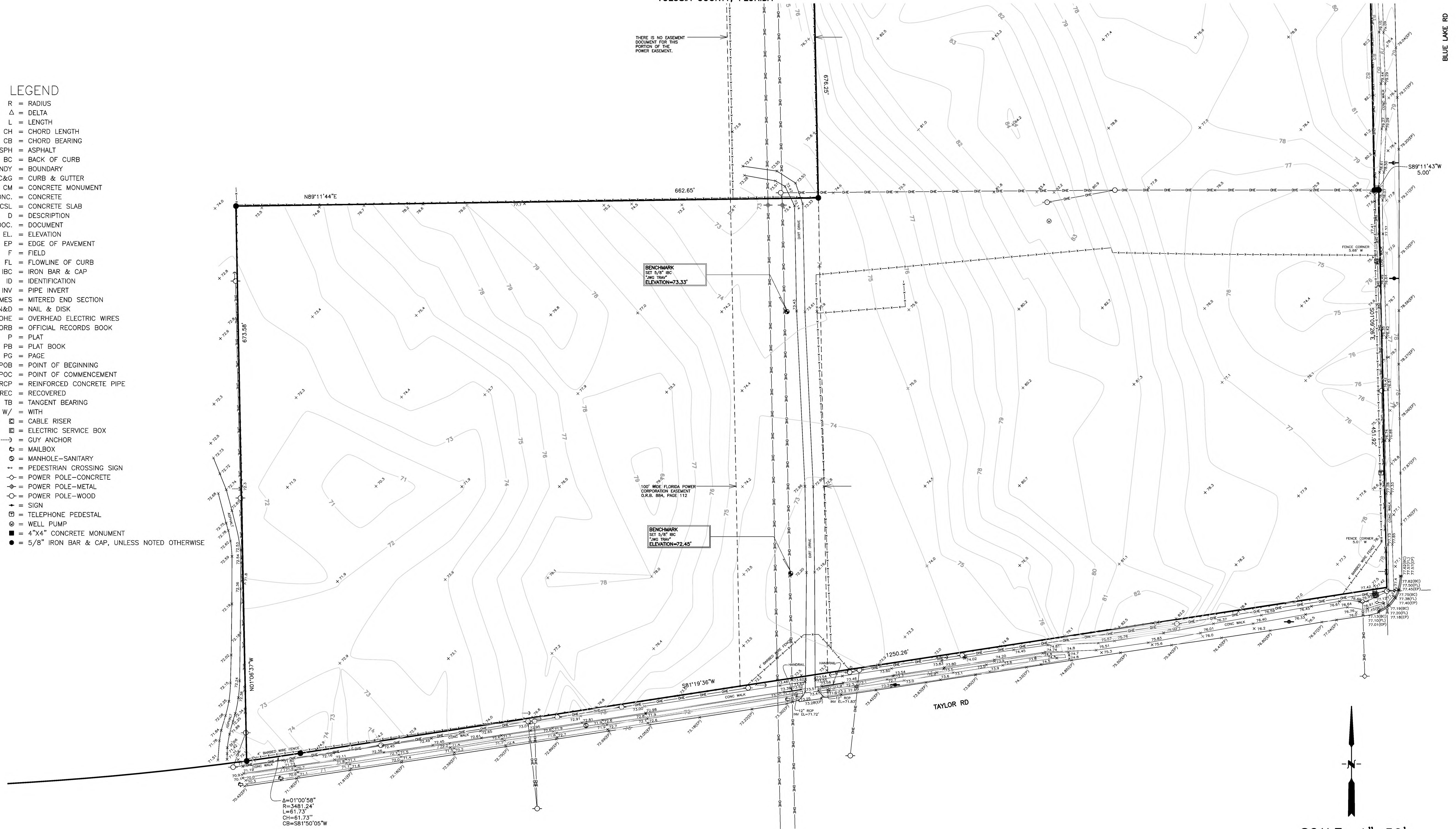
FOR: **HANOVER LAND COMPANY, LLC**

BY: **DG3**
DATE: **10-04-21**
DRAWING: **29293-BDY.dwg**
JOB: **29293**
SHEET: **2 OF 3**

BOUNDARY & TOPOGRAPHIC SURVEY

SEE SHEET 1 FOR DESCRIPTION
SECTION 22, TOWNSHIP 17 SOUTH, RANGE 30 EAST
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**PLANNING DEPARTMENT STAFF REPORT
TO
THE CITY OF DELAND PLANNING BOARD**

September 13, 2023

A. APPLICATION NO.: SMLU23-102

APPLICANT: Mr. Michael Woods, Esq., Cobb Cole

STAFF PLANNER: Kendall Story

REQUEST: To amend the land use designation from Volusia County Rural to City of DeLand Transitional Residential Development

B. SITE FACTORS:

Location: Northwest corner of S. Blue Lake Ave. & E. Taylor Rd.
Parcel ID #: 7022-00-00-0090 & 7022-00-00-0191
Parcel Size: ± 26.011 acres
Land Use: Volusia County Rural
Existing Use: Vacant, undeveloped

	SURROUNDING USE:
North:	LDR
South:	New Community Development
East:	VC: Rural
West:	VC: Urban Low Intensity

C. REQUESTED ACTION & HISTORY:

1. REQUEST: The applicant is requesting the future land use designation be amended for a parcel located on the northwest corner of S. Blue Lake Ave. & E. Taylor Rd., from Volusia County's Rural land use designation to the City of DeLand's Transitional Residential Development (TRD) land use designation. The ± 26.011 acres proposed for annexation is being proposed to be subdivided into 65 residential lots. *The Applicant has petitioned for annexation (#AN23-104), and is requesting a rezoning of the property to City of DeLand's Planned Development zoning district (#Z23-103).*

2. CHRONOLOGY OF PAST EVENTS: The southern portion of the subject property includes a portion of the Carroll and Marshall subdivision plat. In 1925 it was originally platted into 4 blocks, each containing 36 lots. A current survey of the Carroll and Marshall plat includes a 100' wide FPL easement that runs north to south, down the center of the property.

D. ALTERNATIVES & ANALYSIS:

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

recent legislation, small scale land use amendments now have a maximum acreage of up to 50 acres. The original maximum was 10 acres.

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

The City's Utilities Department states that the closest city water main is found in front of the property on E. Taylor Rd. and on S. Blue Lake Ave. The closest sewer main is also found in front of the property on E. Taylor Rd. and on S. Blue Lake Ave.

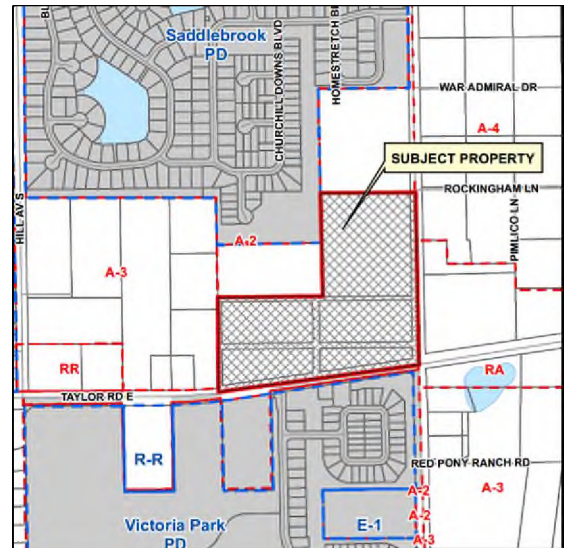
Due to the proposed use and size, a Traffic Impact Analysis was not required.

The change in designation will not generate a new demand for recreation.

Volusia County already provides a sanitary landfill for the disposal of solid waste. The landfill has adequate capacity at this time.

2. Compatibility with Land Use and Other Elements: The Future Land Use element requires

that the subject property be consistent with surrounding development. The Comprehensive Plan describes the Transitional Residential Development (TRD) land use designation as being located where the more rural areas of Volusia County, on the perimeter of the city limits, can transition from lower densities of .2 units/acre to densities as high as 3.25 units/acre, but under specific circumstances. Specific density depends on locational factors and meeting higher development standards to add compatibility to adjacent uses have access to public facilities.



The applicant has submitted a corresponding application to rezone (Z23-104) to PD, Planned Development, which will allow 2.5 dwelling unit per acre. To the northwest, the subject property is adjacent to the Saddlebrook PD; south of E. Taylor Rd. is the Victoria Park PD. The Saddlebrook subdivision consists of single-family residential lots ranging in widths from 50-75 ft. wide, with a density of approximately 3.1 dwelling units per acre. Immediately to the west is Volusia County's Urban Low Intensity (ULI) future land use which allows densities ranging from 0.2 to 4 dwelling units per acre. To the east is S. Blue Lake Ave. which abuts Volusia County's Rural (R) future land use, which requires a minimum of 1 acre per dwelling unit.

Intent of the TRD: TRD is intended for areas with lower density development to provide a transition between existing low density residential and agricultural uses within unincorporated Volusia County and low density suburban residential uses within the city.

Density Bonus: In some circumstances, a density bonus may be granted that increases the maximum of 2.0 dwelling units per acre, to as much as 3.25 dwelling units per acre, if specific criteria outlined in the TRD are met. These criteria include enhanced amenities

and open space. Specifically, the TRD designation stipulates all the following must be provided for a development to be eligible for the density bonus.

- A. Internal trail and bike lanes with connection to adjacent trails and natural areas are constructed throughout the development area.
- B. Sidewalks and bike lanes are provided throughout the development area.
- C. The project must be located within a mile of an arterial, interstate or the SunRail stations.
- D. A least three enhanced on-site amenities such as a recreation center, pool, clubhouse, fitness center, dog park, etc. are constructed to serve the residents. Community enhancements are being provided in the Taylor Ridge PD. These enhancements include:
 - Mulched pathways running from a centralized amenity parcel to Taylor Rd.
 - An 8' wide multi-use sidewalk that connects natural areas throughout the development
 - And 3 enhanced on-site amenities which will include:
 - 1. A fenced-in dog park
 - 2. A playground for children in the neighborhood.
 - 3. A community gathering area with a large pavilion that offers picnic tables, grills for the residents to use and outdoor games such as "horseshoes".

The development is consistent with the Comprehensive Plan, in that the underlying land use of Transitional Residential Development designation allows a density bonus up to 2.5 dwelling units per acre provided specific performance standards have been met. This project proposes a density of 2.5 dwelling units per acres and provided the enhanced amenities internal sidewalks and bike lanes and is within a mile of an arterial roadway.

- 3. **Future Land Use Map:** The proposed change in the land use designation to Transitional Residential Development (TRD) will be shown on the revised Future Land Use Map.
- 4. **Location of Lakes, Floodplains, and Wetlands:** The property does not contain bodies of water, nor is it located within a floodplain.
- 5. **Analysis of Natural Resources:**
 - a. *Soil types:*
Astatula Fine Sand, 0-8% slope
 - b. *Presence of Endangered Species:* None known of at this time.
- 6. **Existing and Future Impact upon Infrastructure Capacity:**
 - a. *Water* – The City's Utility Department indicates sufficient water supply is available for the proposed use.
 - b. *Sewer* – The City's Utility Department has indicated sufficient existing capacity.
 - c. *Drainage* – The City adheres to the County's 100-year frequency, 24-hour storm event standard for landlocked basins. Stormwater capture for future development will be addressed on-site and will be further evaluated at the time of preliminary plat.

- d. Solid Waste* – Solid waste services are available for the property.
- e. Transportation* – The proposed use of the property is for residential use.

In order to estimate traffic generation by development on the subject property, Staff must make projections for the most intense type of development allowed under the existing and proposed land use designations. Development under the most intensive of the uses allowed under the current land use designation of Volusia County Rural must be compared with the most intensive use proposed under the City's Transitional Residential Development designation.

The Volusia County Rural land use designation allows, under specific conditions (if the parcel is within 660 ft. of an existing residential subdivision), a maximum allowable density of 1 dwelling unit per acre; and with the most-intense allowable use (single-family residential); would generate **245** calculated trips per day according to Trip Generation by the Institute of Transportation Engineers. (11th ed.)

Assuming adoption of the Transitional Residential Development land use designation for the ± 26.01 acres of property, traffic generation will be calculated based on the DeLand Comprehensive Plan assumption of utilization of 3.25 dwelling units per acre for single-family residential uses; and therefore, would generate **797** calculated trips per day at build-out, according to Trip Generation. Consequently, the requested land use amendment would result in an increase of **552** trips per day. Per 2018 Volusia County Traffic Counts, this area of E. Taylor Rd., from Stratford Dr. to MLK Jr. Beltway, has a current Daily LOS of "C", and an Allowable LOS of "E", and therefore has sufficient capacity at the land use category's most-intense use. The same is true for the portion of S. Blue Lake Ave., from E. Taylor Rd. to Beresford Ave., which is currently operating at a Daily LOS of "C", and having an Allowable LOS of "E".

- f. Fire/Rescue Service* - The City can provide an adequate LOS of Fire/Rescue service.
 - g. Police Service* - The Police Department states that the City can provide an adequate LOS of Police protection.
- 7. **Impact upon Recreation and Open Space:** No need for new recreational facilities is anticipated.
 - 8. **New Public Facilities Needed to Serve Land Use:** No need for new public facilities is anticipated.
 - 9. **Impact Upon Existing Deficiencies:** As identified in the City's Comprehensive Plan, drainage is the only existing deficiency within the City. Any future development on this site will be required to manage its own stormwater and will be further reviewed as part of the Preliminary Plat submittal.
 - 10. **Impact upon Ability of the City to Fund Capital Improvements:** The development should not create an additional impact upon the City's ability to fund the projects listed in the adopted Five-Year Capital Improvement Program.

11. **Impact upon Adopted Five-Year Schedule in Capital Improvements Element:** The proposed land use amendment will not require revision to the City's adopted Five-Year Capital Improvement Program.
 12. **Compatibility with Existing Zoning Classification:** The existing zoning classification will be amended upon approval of the land use amendment to a classification permitted by the new land use designation.
 13. **Will the proposed land use change impact schools?** Although the project will allow for a maximum of 85 houses, the applicant is proposing a lesser amount of 65. The applicant will need to provide a current Finding of Adequate Capacity letter from the Volusia County School Board.
 14. **How does this proposal fit with the guidelines developed for DeLand 2050 and the City's Strategic Plan?**
 - a. Located in the Urban Core (Category 2) – i.e. “where the majority of the new, higher intensity growth will take place.” Based on these criteria, a significant increase in density is not appropriate but changes in keeping with the surrounding development pattern would be acceptable. – *Consistent; the increase in density is appropriate based on the surrounding properties and location.*
 - b. DeLand 2050 Land Use Guidelines: “Concentrate development at the core of the city or at transit-oriented sites and corridors. The urban core is the key area to focus development, maintaining a strong job base and taking advantage of existing infrastructure. Locating higher intensity along select corridors or major centers will encourage transit and lessen traffic congestion.” – *Consistent; subject property is located at the intersection of E. Taylor Rd. and S. Blue Lake Ave., and provides access to both Interstate 4 and the Downtown.*
- E. **CONCLUSION:** The facility analysis presented in the above sections suggests the proposed land use should not cause any of the City's facilities to degrade below the adopted or current operational LOS. The proposed land use designation, Transitional Residential Development, is consistent with the surrounding area, and is not expected to create land use incompatibilities.
- F. **STAFF RECOMMENDATION:** Staff recommends approval of the proposed amendment of the subject property's future land use designation to the City's Transitional Residential Development.

G. VGMC INFRASTRUCTURE IMPACT ASSESSMENT:

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

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

- | | |
|-------------------|------------------------|
| 1. Transportation | 5. Stormwater Drainage |
| 2. Sanitary Sewer | 6. Recreation |
| 3. Potable Water | 7. Schools |
| 4. Solid Waste | |

Table 4. Impact Analysis (Theoretical Max.)

Development Variable	EXISTING Future Land Use	PROPOSED Future Land Use	Net Change
	<i>Theoretical Maximums</i>		
Permitted Density/Intensity	1 du/acre	3.25 du/acre	+2.25 du/acre
Dwelling Units	26	85	+59
Non-residential Sq. Ft.	N/A	N/A	N/A
1. Population	63	207	+144
2. PM Peak Hr. Trips/Daily Trips	24 peak/245 ADT	80 peak/802 ADT	+56/+557
3. Sanitary Sewer (gallons/day)	5,200	17,000	+11,800
4. Potable Water (gallons/day)	7,800	25,500	+17,700
5. Solid Waste (pounds/day)	84	273	+189
6. Stormwater Drainage	N/A	N/A	N/A
7. Recreation/Open Space	0.44	0.60	+.16

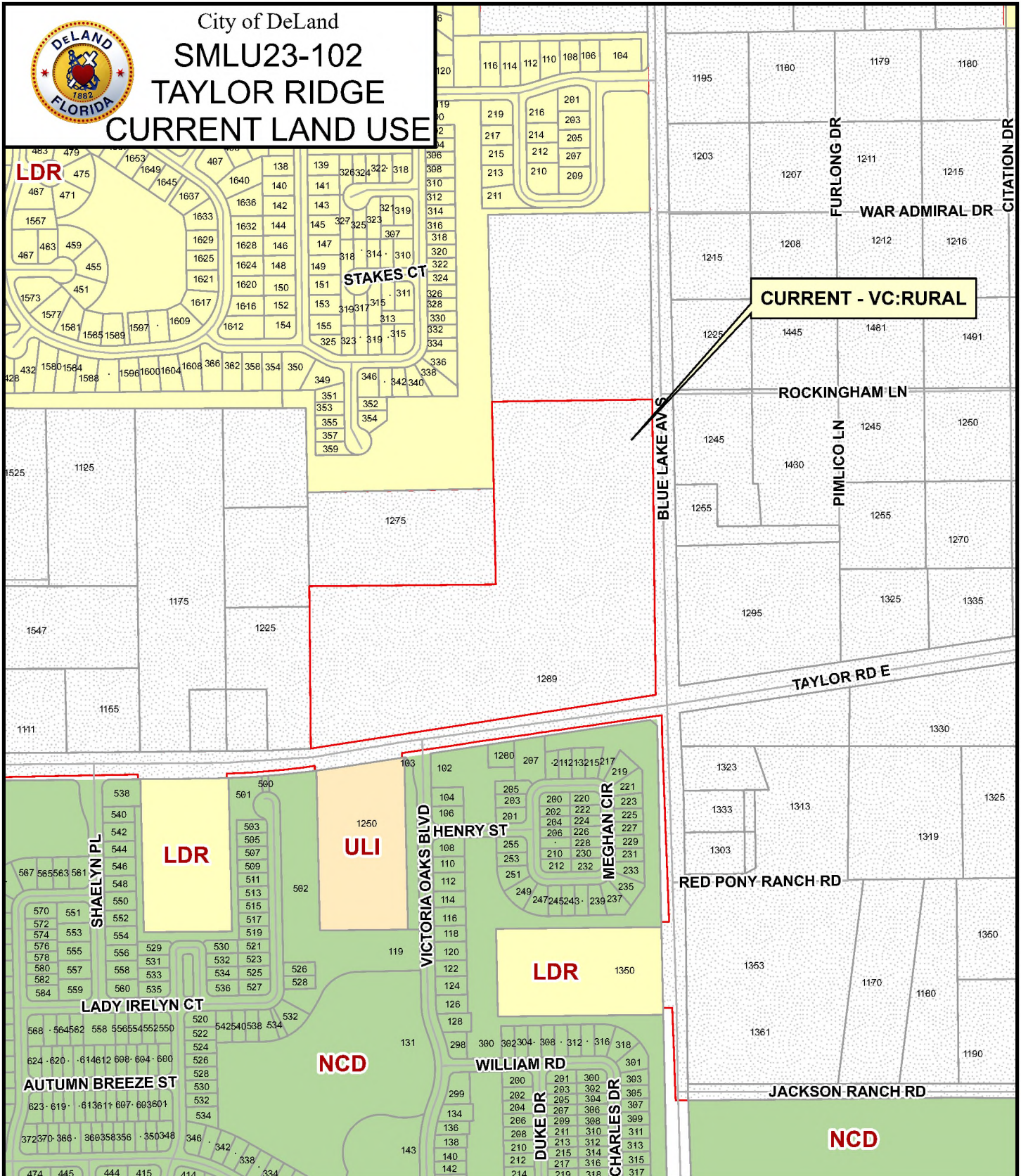
Notes:

- | | |
|-------------------------|--|
| 1. Population: | 2.44 persons per household (per 2020 Census) |
| 2. Transportation: | ITE Trip Generation Manual, 11th Edition: <i>Retail < 40ksf (822): 6.59 PM PEAK/1,000 sq. ft.; 54.45 AADT/1,000 sq. ft. Single Family Residential (216): 0.94 PM peak hr trips/du & 9.43 ADT/du</i> |
| 3. Sanitary Sewer: | 200 GPD per Equivalent Residential Unit; 0.10 GPD per sq. ft. commercial use |
| 4. Potable Water: | 300 GPD per Equivalent Residential Unit; 0.10 GPD per sq. ft. commercial use |
| 5. Solid Waste | 3.21 pounds per person per day; 10 lbs. per 1,000 sq. ft. non-residential development per day |
| 6. Stormwater Drainage: | LOS Standard 25-yr, 24-hr event. Drainage system to be designed to meet the req. cf the LDC during subdivision or site plan review. |
| 7. Rec. & Open Space: | 7 acres/1,000 persons (0.007 acres/person) |

The proposed amendment results in increased impacts to all public infrastructure and services based on the theoretical maximum impact analysis.



City of DeLand
SMLU23-102
TAYLOR RIDGE
CURRENT LAND USE



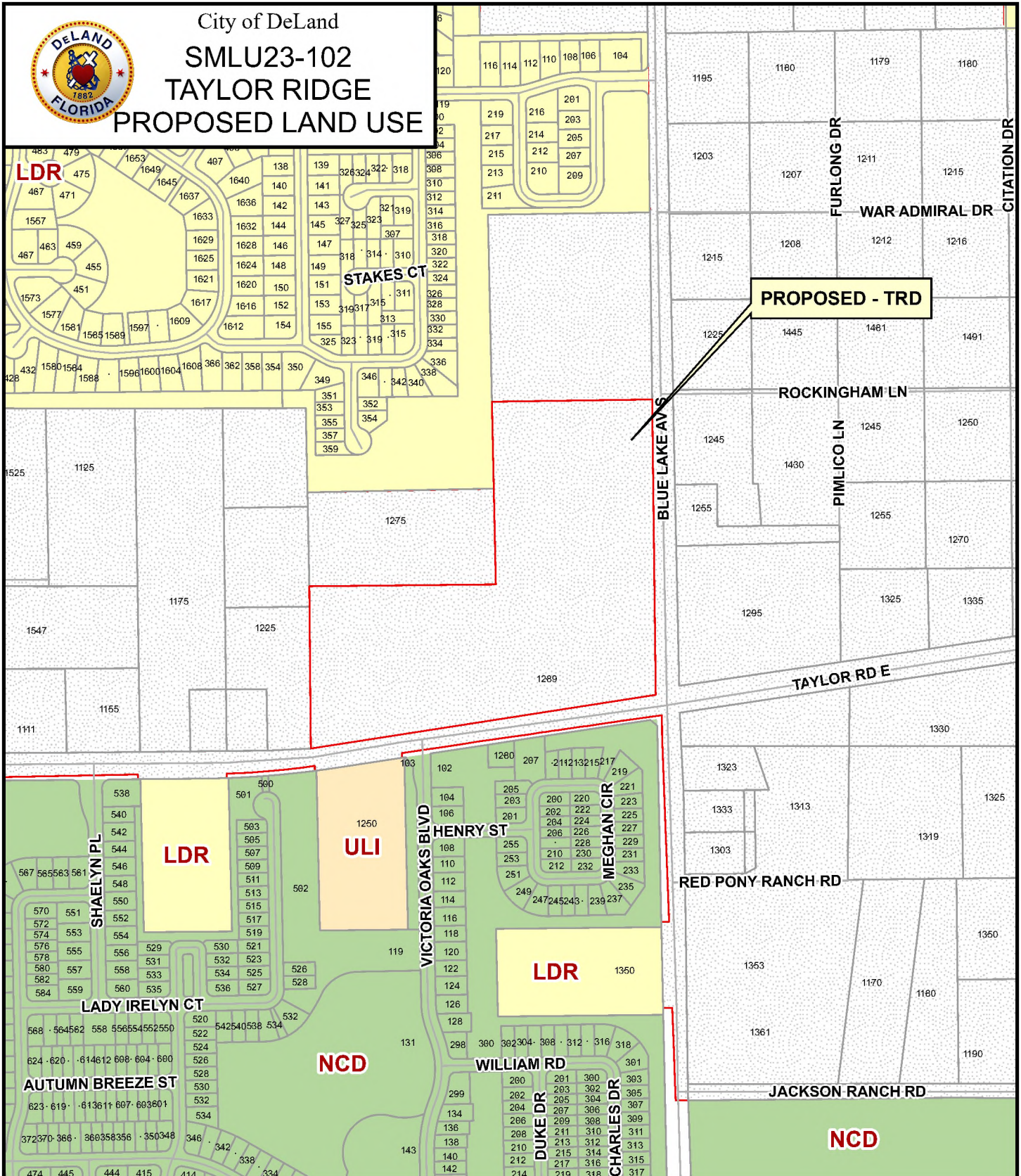
DeLand Future Land Use:

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





City of DeLand
SMLU23-102
TAYLOR RIDGE
PROPOSED LAND USE



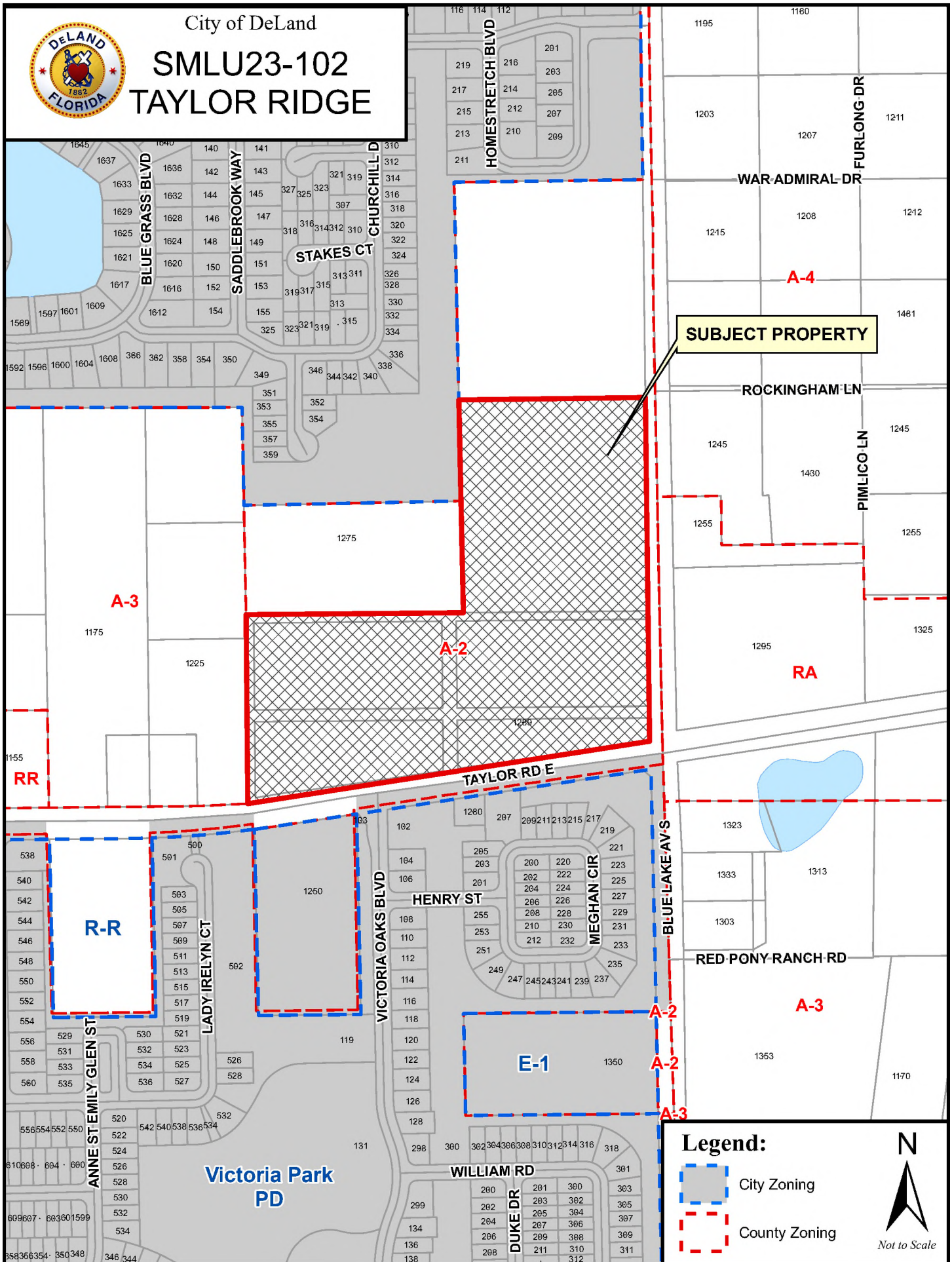
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City of DeLand
SMLU23-102
TAYLOR RIDGE



Legend:

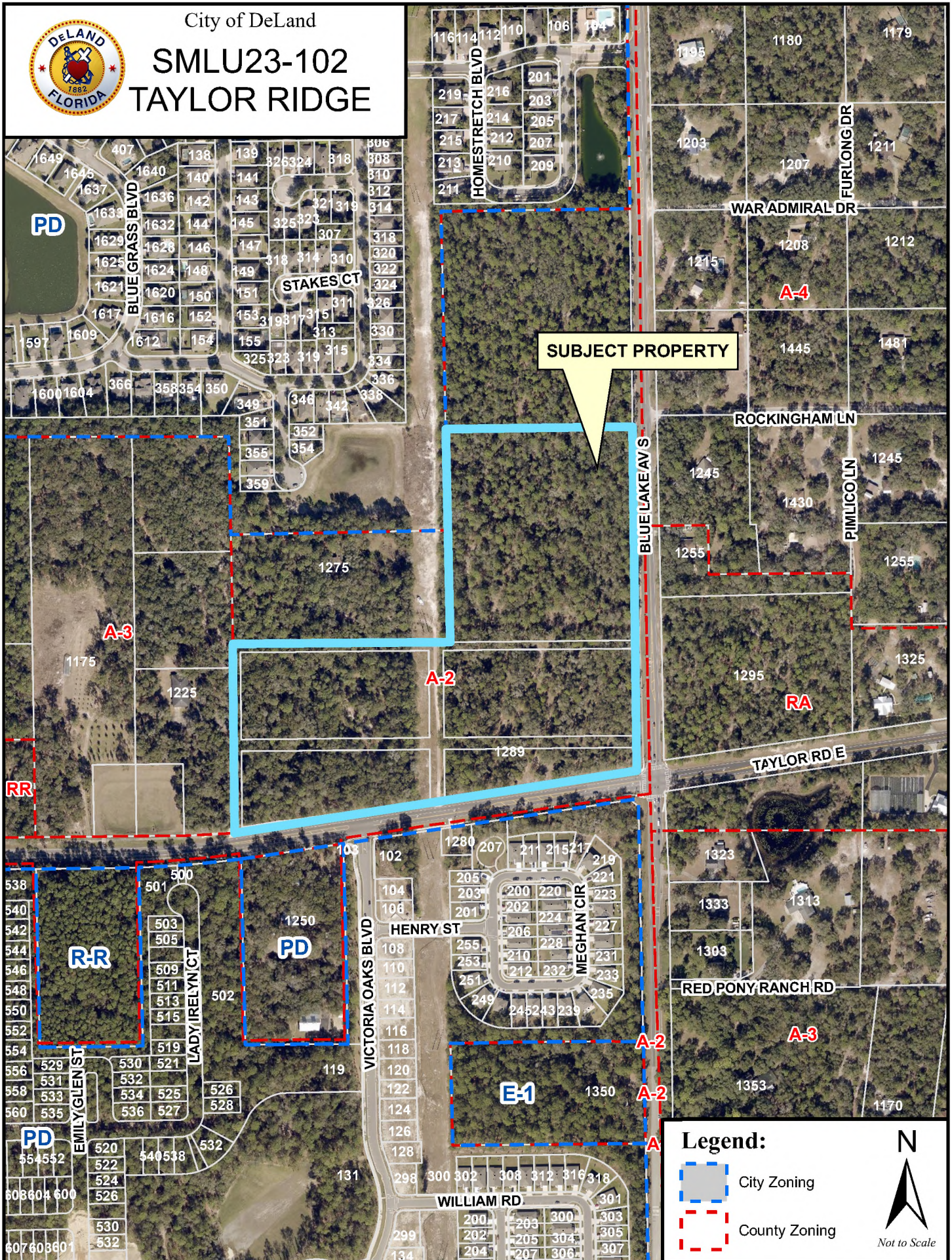
- City Zoning
- County Zoning





City of DeLand

SMLU23-102 TAYLOR RIDGE



CITY OF DELAND
Request for Commission Action
December 4, 2023

SUBJECT: First Reading of Ordinance Changing the Zoning for 26.011 Acres of Property, Located at 1298 South Blue Lake Avenue, from Volusia County A-2 (Rural Agriculture) to City of DeLand Planned Development (Taylor Ridge PD).

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Ordinance, Exhibit A - Legal Description, Exhibit B-Agreement with Exhibits, Z23-104 Taylor Ridge Concept Plan (09-12-2023), Z23-104 Taylor Ridge Color Renderings (09-12-2023), Z23-104 Proposed Zoning Map - ADA, Z23-104 Staff Report Taylor Ridge PD Rezone (OCT), Z23-104 Current Zoning Map - ADA, Z23-104 Aerial Map - ADA

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

SUMMARY/HIGHLIGHT:

The applicant is requesting to rezone the subject property from Volusia County's A-2, Rural Agriculture, to City of DeLand's Taylor Ridge Planned Development. The Taylor Ridge PD will be a residential, planned development.

The single-phased development will contain a total of 65 single-family residential lots. The conceptual plan proposes lots to be 60-ft wide. A minimum of 4 parking spaces are required for each single-family home, (2 in garage and 2 in the driveway) with an additional 31 on-street parking spaces provided throughout the development for visitors. Access will be provided from S. Blue Lake Ave. as well as from E. Taylor Rd. The development agreement states that the project will utilize low impact development measures to protect environmental features.

The applicant has applied for annexation of property, as well as a land use amendment to create the overall residential development (AN23-103), (SMLU23-102) which are being reviewed concurrently with this zoning amendment.

Summary of development:

- 1 phase
- 65 total units
- 60' wide lots – 100%
- Resident Parking – 4 (2 internal + 2 driveway) per house
- On-street – 31 spaces in various locations
- A minimum 15% of the net developable area will be preserved as Tree Protection Area, excluding right-of-way and on-site easements.
- Pre-existing utility easement 100' wide traverses the property
- A 25' wide access easement has been provided to the property to the north.
- ROWs shall be 50' wide; internal roads to be dedicated to the city
- No on-site burning

The item was initially heard at the September 13th, 2023 Planning Board meeting. However, due to noticing requirements, it was reheard at the October 11th, 2023, Planning Board meeting. On October 11, 2023, the Planning Board voted to recommend approval of the Taylor Ridge PD, with the following conditions:

1. An updated school concurrency letter prior to City Commission approval.
2. Add the Low Impact Development requirements to the Stormwater section.
3. Add a Retained Stormwater section to Section K.

The applicant has since provided a school concurrency letter and the Low Impact Development standards and a retained stormwater section have been included in the proposed PD agreement.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

As outlined in the City's strategic plan under Strategic Focus Area: Preparing for the Future and Sustainability Strategic Context: Recognizing that the City itself is dynamic and that extensive changes will occur in the region in the near- and long-term future, it is important that there be a strategic focus on the future.

SUSTAINABILITY:

The rezoning of the property to a Planned Development allows implementation of the City's Sustainability Action Plan through the conditions of the PD Development Agreement.

FISCAL IMPACT:

Residential development of this property, and inclusion of the new units onto the City's tax rolls, will increase funds towards City services.

RECOMMENDATION:

It is recommended that the City Commission approve the rezoning of this property from Volusia County's A-2, Rural Agriculture, to City of DeLand's Taylor Ridge Planned Development on first reading.

BACKGROUND/DISCUSSION:

The proposed PD Development Agreement allows a maximum of 65 single-family 60-ft wide lots as depicted on the conceptual plan. Each parcel will be designed to accommodate 4 parking spaces (2 driveway spaces and 2 garage spaces). An additional 31 on-street parking spaces will be provided throughout the development for visitors.

HISTORY:

On February 21, 2022, a petition for annexation, land use amendment to Low Density Residential and a rezone to the Taylor Ridge PD went before the City Commission. The proposed development did not make it past the annexation phase, receiving a 4-1 vote (Apgar) to deny the annexation. The original plan for Taylor Ridge PD proposed a 71-unit residential development, which was not heard by the City Commission.

Following the denial of the annexation request, the applicant submitted a PD application to the County. Upon receipt of county staff comments, the application was withdrawn without prejudice.

Since the original denial in 2022, substantial changes have been made to the design of the Taylor Ridge PD. These changes include a reduction of the proposed density from 2.73 dwelling units per acre, to 2.5 dwelling units per acre; lot widths for all properties will be a minimum of 60' wide, versus 50' wide as originally proposed.

The development includes enhanced amenities, as required by the TRD land use designation. The development provides internal sidewalks and bike lanes, enhanced recreational amenities and is within a mile of an arterial roadway in accordance with the TRD requirements.

The project will have an overall density of approximately 2.5 units per acre. In general, unless otherwise stated in the PD Agreement, the development standards will mirror the R-1 district regulations from the city's land development regulations.

ORDINANCE NO. 2023 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM VOLUSIA COUNTY'S A-2, RURAL AGRICULTURE TO CITY OF DELAND'S PLANNED DEVELOPMENT, TAYLOR RIDGE PLANNED DEVELOPMENT (PD) ON PROPERTY LOCATED AT 1298 SOUTH BLUE LAKE AVENUE, APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 26.011 ACRES OF PROPERTY MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the applicant, Michael Woods, Esq., (hereinafter referred to as "Applicant"), on behalf of the owner, owns approximately 26.011 +/- acres of land located at 1298 South Blue Lake Avenue, which is more particularly described in the legal description attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, the Applicant has applied for a change of zoning designations from Volusia County's A-2, Rural Agriculture to City of DeLand's Planned Development, Taylor Ridge Planned Development (PD); and

WHEREAS, said rezoning is consistent with both the Comprehensive Plan and the purpose and intent of Section 33-32 of the Code of Ordinances of the City of DeLand (the "Code"); and

WHEREAS, the applicant has submitted an application for the approval of a development plan in order to amend the property zoning designation so as to change certain development standards for the property described in Exhibit "A" (hereinafter the "Property" or the "Project"); and

WHEREAS, the proposed development plan meets or exceeds the minimum conditions and standards for the PD District with respect to minimum development size, perimeter setbacks, comprehensive plan consistency, internal compatibility, external compatibility, open spaces, sidewalks, environmental constraints, internal access and circulation, external transportation access, off-street parking, public facilities and unified control; and

WHEREAS, the proposed development plan is consistent with the Transitional Residential Development land use designation.

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

Section 1. The City Commission has held a public hearing to approve the change of zoning from Volusia County's A-2, Rural Agriculture to City of DeLand's Planned Development, Taylor Ridge Planned Development, (PD), on property located at 1298 South Blue Lake Avenue, consisting of approximately 26.011 +/- acres of property.

Section 2. Pursuant to the determination made at public hearing, the City Commission hereby amends the Comprehensive Zoning Map of the City to include the land described in Exhibit "A" as Taylor Ridge PD, Planned Development District.

Section 3. The zoning of the Property as PD, Planned Development District, is made pursuant to Section 33-32 of the Code and the development of the Property shall take place in accordance with that Section and in substantial compliance with the Development Plan Agreement, Maps and other supporting documentation submitted by Applicant which shall be filed and retained for public inspection in the office of the City Planning Department and constitute a supplement to the official Zoning Map of the City.

Section 4. The approved Development Plan for Taylor Ridge PD, Planned Development District, including the Development Plan Agreement, Map and other supporting documentation (on file with the City Planning Department), are attached hereto as Exhibit "B" and by this reference made a part hereof.

Section 5. The failure of the approved Development Plan to address a particular permit, condition, term or restriction shall not relieve the Applicant of the necessity of complying with any law governing said permitting requirements, conditions, terms or restrictions, as same may be amended or enacted from time to time in the future. All current land development regulations of the City are applicable to the PD District except to the extent that they conflict with a specific provision of the approved Development Plan.

Section 6. At the time of development, the Applicant shall comply with all relevant building codes and development standards contained in the City’s Code of Ordinances or in the Development Plan; provided, however, that the development standards contained in the adopted Development Plan shall supersede comparable standards contained in the Code of Ordinances.

Section 7. The City Commission may rezone any portion of the Project which has not obtained a site plan approval within five years from the date of adoption of this Ordinance.

Section 8. Prior to the issuance of a building permit, Applicant shall submit an easement document, acceptable to the City of DeLand, permitting additions to shared access, parking, utilities, and stormwater.

Section 9. Pursuant to Article 5 of the City’s Land Development Regulations, the Applicant shall comply with all applicable infrastructure regulations.

Section 10. The City Engineer, Planning Director, and Building Department are hereby directed to change the Comprehensive Zoning Map of the City of DeLand to conform with the change of zoning enacted in this Ordinance.

Section 11. No rights to obtain final development orders nor any rights to develop the property have been granted or implied by this Ordinance. Final development orders for the property including, but not limited to, subdivision and site plan approval shall be subject to a determination of concurrency.

Section 12. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 13. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this _____ day of _____, 2023.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

That part of the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 17 South, Range 30 East, Volusia County, Florida being more particularly described as follows:

COMMENCE at the Northeast corner of the Southeast 1/4 of Section 22, Township 17 South, Range 30 East, Volusia County, Florida thence S01°09'26"E 1357.82 feet along the East boundary of said Southeast 1/4 to the Northeast corner of the Southeast 1/4 of said Southeast 1/4; thence S88°57'54"W 30.00 feet to a point on the West right of way line of Blue Lake Avenue as shown on Volusia County right of way map Project #1335 for the POINT OF BEGINNING; thence S01°09'26"E 678.79 feet along said West right of way line; thence N89°11'44"E 5.00 feet along said right of way line; thence S01°09'26"E 451.92 feet along said right of way line to a point on the South right of way line of Taylor Road as shown on Volusia County right of way map Project #1113-4-5/P4172-3; thence S81°19'36"W 1250.26 feet along said right of way line to the beginning of a tangent curve concave Northerly and having a radius of 3481.24 feet and a central angle of 01°00'58"; thence Westerly 61.73 feet along the arc of said curve and said right of way line to a point on the West boundary of the Southwest 1/4 of the Southeast 1/4 of said Southeast 1/4; thence N01°06'37"W 631.00 feet along said West boundary to the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of said Southeast 1/4; thence N89°11'44"E 662.65 feet along the North boundary of the Southwest 1/4 of the Southeast 1/4 of said Southeast 1/4 to the Southwest corner of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4; thence N01°08'02"W 676.25 feet along the West boundary of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4 to the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4; thence N88°57'54"E 632.36 feet along the North boundary of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4 to the Point of Beginning.

CONTAINING: 26.011 acres, more or less.

PLANNED DEVELOPMENT AGREEMENT

IN THE CITY COMMISSION OF THE

CITY OF DELAND, FLORIDA

IN RE: Case # Z23-104, Application of

TLC Blue Lake, LLC

ORDINANCE # 20__ - __

ORDER AND RESOLUTION

GRANTING A REQUEST FOR CHANGE OF ZONING FROM COUNTY A-2 TO

TAYLOR RIDGE PD

The application of TLC Blue Lake, LLC, hereinafter, "Applicant", for rezoning was heard by and before the City Commission, DeLand Florida, on _____, 20____, Based upon the verified Application and other supporting documents, maps, charts, overlays, other evidence and instruments; the advice, report, and recommendations of the Community Development, and other Departments and agencies of DeLand, Florida; and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning Board on _____, 20____, and otherwise being fully advised, the City Commission does hereby find and determine as follows:

GENERAL FINDINGS

A. That the application of TLC Blue Lake, LLC was duly and properly filed herein on _____, 2023 as required by law.

B. That all fees and costs which are by law, regulation, or Ordinance required to be borne and paid by the applicant have been paid.

C. That the Applicant is the Contract Purchaser of a 26.01 +/- acre parcel of land which is the subject of this application and which land is situated in DeLand, Florida.

D. That the Applicant has complied with the Planned Development Plan provision as required by Land Development Regulations Ordinance No. 2013-11, as amended.

E. That the Applicant has complied with the "Due Public Notice" requirements of the City Commission, Land Development Regulations Ordinance No. 2013-11, as amended.

F. That the owner of the properties, TLC Blue Lake, LLC, agrees with the provisions of the Development Agreement.

FINDINGS REGARDING REZONING

A. That the applicant has applied for a change of zoning from the present zoning classification of the parcels described in Exhibit "A" from County A-2 to Taylor Ridge PD (Planned Development).

B. That the said rezoning to a PD is consistent with both the City of DeLand Comprehensive Plan Ordinance No. 1990-04, as amended, and the intent and purpose of the City of DeLand Development Regulations Ordinance No. 2013-11, as amended, and does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the rezoning request.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF DELAND, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE CITY COMMISSION CHAMBERS, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA, THIS ____ DAY OF _____, 20____, AS FOLLOWS:

A. That the Application of TLC Blue Lake, LLC, a Florida limited liability company, for the rezoning of the subject parcels is hereby granted.

B. That the zoning classification of the subject parcels described in Exhibit "A" attached hereto is hereby amended from County A-2 to Taylor Ridge PD as described in Article VII of the City of DeLand, Land Development Regulations Ordinance No. 2013-11, as amended.

1 C. That the Official Zoning Map of the City of DeLand, is hereby amended to
2 show the rezoning of said parcels to Taylor Ridge PD.

3
4 D. That the City of DeLand, Land Development Regulations Ordinance No.
5 2013-11, as amended, is consistent with the provisions of the "Development Agreement"
6 as hereinafter set forth in this Ordinance and with respect to any conflict between Land
7 Development Regulations Ordinance No. 2013-11, as amended, and the "Development
8 Agreement", the provisions of the "Development Agreement" shall govern. Ordinance No.
9 2013-11, as amended, shall govern with respect to any matter not covered by the
10 "Development Agreement". The City of DeLand will ensure overall compliance with this
11 Ordinance.

12
13 E. Unless otherwise provided for herein the City of DeLand, Land
14 Development Regulations Ordinance No. 2013-11, as amended, shall apply to the PD in
15 the same manner as the R-1 zoning classification.

16
17 F. Except as otherwise stated herein, nothing in the Development Agreement
18 is intended to abridge the requirements of Ordinance No. 2013-11, as amended, and any
19 other City Ordinances.

DEVELOPMENT AGREEMENT

A. Development Concept. The properties shall be developed as Taylor Ridge PD, substantially in accordance with the Planned Development Plan. The Planned Development Plan shall govern the development of the property as a PD and shall regulate the future land use of this parcel.

B. Planned Development Plan. The Planned Development Plan shall consist of the Development Plan Map prepared by Kelly, Collins & Gentry, Inc., and dated September 12, 2023 and this Development Agreement. The Planned Development Map is hereby approved and incorporated in this Development Agreement by reference as Exhibit "B". The Planned Development Plan shall be filed and retained for public inspection in the Planning Department and it shall constitute a supplement to the Official Zoning Map of the City of DeLand.

C. Amendments. All amendments of the Planned Development Plan, other than those deemed by the Planning Department to be minor amendments as set out in Land Development Regulations Ordinance No. 2013-11, as amended, shall require the review and recommendation of the Planning Board and action by the City Commission in the same manner as a rezoning of the parcel.

D. Subdivision Approval. After the Planned Development Plan is recorded, and prior to any construction, including clearing and landfill, a final plat of the area to be subdivided, consisting of a single phase, shall be submitted for review and approval in

the manner required by Article 13 of the City of DeLand Land Development Regulations,
Ordinance No. 2013-11, as amended.

E. Unified Ownership. The applicant or his successors shall maintain unified
ownership of the subject parcels until after issuance of the Final Subdivision Plat
Development Order.

F. Phases of Development. Development of the Property shall be
accomplished in a single phase.

G. Land Uses Within the PD. The location and size of said land use areas are
shown on the Development Plan Map, Exhibit "B". The following land uses shall be
allowed as permitted principal uses and structures along with their customary accessory
uses and structures:

Permitted Uses within Residential Areas:

1. Single-Family Residences:

Single-family dwellings, except mobile homes, and their customary
accessory uses.

Family day care home.

Mini and neighborhood parks.

Community uses including but not limited to passive recreation areas
with gazebo.

Accessory structure per Section 33-28.09.

H. Development Standards. All development for the property shall rely upon the standards set forth below as identified on the Planned Development Plan. Where this document is silent, the R-1 Zoning regulations shall apply.

1. Single-Family Residences:

a. Maximum unit count: 65

	60' Lots
1. Minimum lot area:	6,900 sq. ft.
2. Minimum lot width:*	60 ft.
3. Minimum lot length:	115 ft.
4. Minimum building setbacks:	
a. Front yard to garage face/door:	25 ft.
b. Front yard to structure:	15 ft.
c. Rear yard:	20 ft.
d. Side yard:	5 ft.
e. Side street	15 ft.
5. Min. screen enclosure setbacks:	
f. Rear yard screen enclosure	5 ft.
g. Side yard screen enclosure	5 ft.
Side street screen enclosure:	15 ft.
6. Min. pool and accessory structure setbacks:	
h. Side setback for pools and accessory	5 ft.

structures:	
i. Side street setback for pools and accessory structures:	15 ft.
j. Rear setback for pools and accessory structures:	5 ft.
7. Minimum floor area:	1300 sq. ft.
8. Maximum lot coverage:	65%
9. Maximum building height:	35 ft.
10. Maximum number of lots:	Subject only to total lot limit of 65

* The minimum lot width and area must be 15% greater than the standard for an interior lot.

+ Lots fronting a curve must be at least 50 feet wide at the street line.

2. Accessory Structures. Unless otherwise stated herein, all accessory structures shall meet the development standards of Section 33-28 of the Land Development Regulations Ordinance No. 2013-11, as amended.

3. Parking Standards

1. Off-Street Parking: Each parcel shall be designed to accommodate no less than two (2) parking spaces via use of an on-parcel driveway and two (2) spaces in an internal garage. All driveway parking spaces shall be a minimum of nine (9) feet wide by twenty (20) feet long (per each vehicle).

2. On-Street Parking:

a. On-street parking, as illustrated on Exhibit "B", shall be provided in various locations within the Property.

b. No less than 31 on-street parking spaces shall be provided.

c. On-street parallel parking is 8.5 feet by 22 feet measured to back of drop curb (minimum eight feet (8') of asphalt and up to one half foot (0.5') of drop curb).

d. Perpendicular parking spaces are sized 9 feet by 20 feet.

e. Cross sections of the roadway illustrating typical design for parking on one or both sides of the street are included in Exhibit "B".

4. Sidewalks: Sidewalks shall be provided throughout the subdivision and along its exterior roadways pursuant to the terms and obligations of Section 33-90.04 of the City's Land Development Code and as shown in Exhibit "B".

5. Subdivision Entryways: Entryways into the subdivision shall screen the sides of any proposed single-family dwellings by one of the following methods or combination of methods: 1) Perimeter roadway buffers shall be extended along any roadway entrance into the subdivision, a minimum distance of 100 feet complying with Buffer Standard "B"; 2) Stormwater facilities with fountain and with perimeter landscaping sufficient to obscure the view of adjacent dwellings.

6. Signage: Signage for the subdivision shall be provided per the Land Development Regulations. One monument sign identifying the subdivision shall be placed at the entrance along East Taylor Road and one monument sign identifying the subdivision shall be placed at the entrance along South Blue Lake Avenue. The entrance along East Taylor Road shall be designated as the primary entrance.

7. Open Space. Open Space and Common Area shall meet the requirements of the Land Development Regulations Ordinance No. 2013-11, and are as provided in the Planned Development Map.

8. Design. The homes within the development shall have a mixture of design facades, and the same façade and home design shall not be used on lots within three (3) lots of each other on the same side of the street, nor may the same façade and home design be used directly across the street from each other. The homeowner's association shall ensure that an individual lot owner seeking building permits shall demonstrate compliance with this Section as part of the construction permit submittal for a lot.

9. Model Homes and Temporary Sales Offices. Up to four (4) model homes and one (1) home for a temporary sales office may be constructed. Construction of the model homes and temporary sales office may commence upon approval of a preliminary plat and final construction plans and completion of a stabilized access to the model homes and temporary sales office for emergency vehicles and the provision of acceptable water supply for fire protection during construction. However, neither the model homes nor the temporary sales office may be occupied nor otherwise issued a temporary or a final certificate of occupancy until final plat approval for said phase and acceptance of the roadway and all water and sewer infrastructure by the City of DeLand.

10. Exterior Buffer/Landscaping. Notwithstanding the landscape requirements provided for herein along the Subdivision Entryways, the perimeter buffers of the subdivision shall comply with the landscape buffer width and planting requirements provided for in Section 33-92.02 of the City of DeLand Land Development Code. As shown on Exhibit "B", the buffer widths shall be as follows:

Perimeter Buffer-all areas except adjacent to power line easement	40-foot buffer, Type B
Perimeter Buffer, along the eastern edge of the power line easement	15-foot buffer, Type B
S. Blue Lake Ave.- Road Frontage	40-foot buffer, Type D

11. Compliance. In the event that future development cannot comply with the standards set forth herein, then said entitlements shall be processed through an amendment to this Development Agreement which will comply with state law as for the rezoning of property.

I. Environmental Considerations. The development shall comply with the requirements for preservation of environmental resources as set forth in the Land Development Regulations Ordinance No. 2013-11, as amended. This includes compliance with the Land Development Regulations regarding analysis, preservation and mitigation for historic trees. Tree Protection Areas (TPAs) preserving a minimum of 15% of the net developable area, which excludes required right-of-way dedication areas and on-site easements, shall be required and maintained as shown on Exhibit "B". Tree Protection Areas are proposed as shown on Exhibit "B" and may be modified based upon an updated tree survey so long as the minimum 15% of net developable areas is preserved and the ultimate configuration is finalized at final site plan. Nothing shall prevent the grading of Tree Protection Areas prior to creation of said areas, but any portion of the property with grading shall require replanting as provided for in the Land Development Regulations.

The development has been laid out in a manner to best accommodate the existing topography, drainage, and known environmental conditions identified on the property. In addition, all landscaping, including buffers, shall predominantly utilize Florida-Friendly Landscaping, as defined by the University of Florida/Institute of Food and Agricultural

Sciences (“UF/IFAS”) Center for Landscape Conservation and Ecology, native, or low-water plant material.

1. The City shall grant mitigation credit for Live Oak trees measuring 2” DBH to 5” DBH and maintained in TPAs. If said provision regarding 2”-5” Live Oak trees within the TPAs is utilized, the City will require an additional conservation easement to prevent the future removal of said trees as the default provisions of the Land Development Code only protects trees 6” DBH or larger. Credit for preservation of these 2”-5” Live Oak trees shall be based on an actual tree survey rather than a statistical analysis.

2. Due to the City’s recognition that Laurel Oaks larger than 20” DBH are nearing the end of their lifespan, any Laurel Oak 20” DBH or larger removed from the Property during development will require reduced replacement of one 3” caliper canopy tree for each Laurel Oak removed. Each 3” caliper canopy tree shall receive 2” DBH credit towards tree replacement calculations.

3. Street trees may be planted within the rights of way within the Property and said trees may be included in mitigation calculations. However, if any such trees are planted, the HOA shall be responsible for the maintenance of said trees. Moreover, the HOA shall also be responsible to repair any and all impacts upon the right of way infrastructure created by the presence of said trees, including any road or sidewalk facilities.

4. A tree survey is required as part of the review process for the project. The survey shall be conducted based on the following standards:

a. The Applicant will survey all specimen and historic trees.

b. For non-specimen or non-historic trees, the Applicant will engage an arborist to identify statistically significant sample area(s). Sample areas are

1 to be identified based upon cover types of species. The sample area for
2 each cover type must have an area that is at least 10 percent of its total
3 area and may not be less than one acre in size. The Applicant's arborist
4 shall provide the City Forester with the proposed sample areas for review,
5 comment and approval. The proportionate area of each statistically
6 significant sample area will be calculated as a percentage of the overall
7 property area.

8 c. Upon approval of the statistically significant sample areas by the City
9 Forester, the Applicant will cause all trees 6 inches DBH and larger to be
10 identified and surveyed in the selected sample area.

11 d. The tree density determined by the survey of the sample area(s) will
12 be used to determine tree replacement or mitigation requirements. The tree
13 mitigation requirements will be weighted based on the proportionate area
14 represented by each sample area.

15 5. Street tree installation, based upon the approved landscape plan, shall be
16 required on a lot-by-lot basis and must be planted prior to the issuance of a certificate of
17 occupancy for that particular lot.

18 6. Each lot must have at a minimum one front yard tree and one tree for every
19 2,500 square feet of lot area.

20 7. Palm trees and understory trees from the City of DeLand List of Approved
21 Tree Replacement Species shall account for no more than 25 percent of trees on
22 individual lots.

23
24 J. Sewage Disposal, Potable Water and Reclaimed Water. Provision for

sewage disposal, potable and reclaimed water needs of the PD will be provided in accordance with the Comprehensive Plan, Ordinance No. 1990-04, as amended, the Land Development Regulations Ordinance No. 2013-11, as amended, and State of Florida Administrative Code 64E-6.

K. Stormwater Drainage.

1. Provision for stormwater retention shall be in accordance with the Land Development Regulations Ordinance No. 2013-11, as amended. All stormwater retention systems will be designed to meet all required governmental regulations.

2. LID – Low Impact Design Elements: The following Low Impact Development elements shall be provided:

a. Stormwater Plantings. All stormwater ponds shall utilize supplemental plantings to enhance the functionality and/or aesthetics of the stormwater system. Littoral plantings shall be utilized if viability is likely – i.e. if a stormwater pond is designed to remain wet. If a pond is designed to remain dry and littoral plantings are unlikely to survive, the supplemental plantings shall be Florida Friendly plants.

b. Swales. If the stormwater design provides for surface connectivity between the two proposed ponds at the southeast corner of the project, a bioswale will be provided. Furthermore, if a surface swale is required within the amenity tract, a bioswale will be provided so long as there is no negative impact to existing historic trees on the amenity tract. The swales will act as an amenity with Florida friendly plants that require no fertilizers or irrigation and rocks to help control erosion.

c. Maintenance Requirements. Unless specifically dedicated to the City of DeLand, the maintenance of Low Impact Design Elements shall not be the responsibility of the City of DeLand.

L. Access and Transportation System Improvements. All access and transportation system improvements shall be provided in accordance with the Land Development Regulations, Ordinance No. 2013-11, as amended. The parcel shall be developed in substantial accordance with the following access and transportation system improvements:

1. Access Points. Access to the site will be from East Taylor Road and South Blue Lake Avenue. The Planned Development Plan indicates the anticipated connection locations; however, the final locations may vary due to final engineering design and permitting considerations.

2. Transportation System Improvements. Transportation system improvements will be provided as required by permitting agencies and as needed according to the Traffic Impact Analysis (TIA) for the project.

3. Private Access Easement. A private access easement no less than twenty-five feet (25') in width shall be granted to the adjoining property owner in the location depicted on the Planned Development Map.

M. Internal Roadways. All rights-of-way will be a minimum of fifty (50) feet wide, and constructed in accordance with the Land Development Regulations, Ordinance No. 2013-11, as amended. All internal roads will be dedicated to the City. The dead-end parking area shown on the Planned Development Map will accommodate fire trucks and

1 garbage trucks, as determined by the City Engineer.

2
3 N. Homeowners Association. The Applicant shall create a homeowners
4 association (HOA). The charter and by-laws of said association and any other
5 agreements, covenants, easements or restrictions shall be furnished to the City of
6 DeLand at the time of creation. The Applicant shall be responsible for recording said
7 information in the Public Records of Volusia County, Florida. Also, the applicant shall
8 bear and pay all costs for recording all of the aforementioned documents.

9 As stated above, the City shall encourage a mixture of design facades within the
10 development, and the Applicant shall avoid a repeating sequence of designs and shall
11 not utilize the same design on lots within 3 single-family lots of each other on the same
12 side of the street. The homeowners' association shall ensure that an individual lot owner
13 seeking building permits shall demonstrate compliance with this Section as part of the
14 construction permit submittal for the lot.

15 With respect to the enforcement of said agreements, covenants, easements or
16 restrictions entered into between the Applicant and the owners or occupiers of property
17 within the Taylor Ridge PD, the City of DeLand shall only enforce the provisions of the
18 "Development Agreement" and City of DeLand Land Development Regulations
19 Ordinance No. 2013-11, as amended, whichever is applicable, and not the private
20 agreements entered into between the aforementioned parties.

21
22 O. Reverter Provision: The terms of this Development Agreement shall be
23 vested upon issuance of a final development order for the first phase of the development,
24 which shall occur within five (5) years from the effective date of the ordinance which

adopts the Planned Development Plan unless the City Commission, for good cause shown, extends the time period indicated in this paragraph. If not vested by said date, the Planned Development Plan shall expire and will be of no further force or effect and no development shall occur on the subject property until it is rezoned. The City Commission may rezone the subject property as may be necessary or appropriate to protect adjoining properties or the public health, safety and welfare, if the Planned Development Plan expires.

P. On-Site Burning of Cleared Vegetation Prohibited: Vegetation and other biomass cleared from the Property during development may not be incinerated on-site.

Q. Community Enhancements:

1. Community Activity Enhancements:

- a. Centralized Amenity Parcel consisting of:
 - i. an open play field (approximately 150'x80')
 - ii. a mulched picnic area, covered by a 600 sf sunshade
 - iii. Four (4) picnic tables (with concrete slab beneath each)
 - iv. Two (2) charcoal BBQ grill stations adjacent to picnic area
 - v. An area for horseshoe and or cornhole adjacent to picnic area
- b. Mulched pathways running from Centralized Amenity Parcel south to Taylor Road and also around SW retention pond.
- c. Four Exercise Stations located along mulch trail.
 - i. One (1) ExoPod
 - ii. One (1) Pull Up Station

- iii. One (1) Stepper
- iv. One (1) Air Walker
- d. Tot Lot dedicated activity area with the following playground equipment.
 - i. Swing Set
 - ii. Slide & Tower
 - iii. Bench
 - iv. Shade Sail
- e. Fenced dog park approximately 50' x 80' with bench for dog owners.

2. In accordance with the TRD land use category, the allowable density of this project is set at no more than 2.5 du/ac, granted pursuant to the clustering of the subdivision and the enhanced amenities provided for in the paragraph above.

R. Binding Effect of Plans; Recording; and Effective Date. The Planned Development Plan, including any and all amendments shall bind and inure to the benefit of the Applicant and his successor in title or interest. The Taylor Ridge PD zoning, provisions of the "Development Agreement," and all approved plans shall run with the land and shall be administered in a manner consistent with Article XII of the City of DeLand Land Development Regulations Ordinance No. 2013-11, as amended.

This Ordinance and all subsequent amendments shall be filed with the Clerk of the Court and recorded within forty-five (45) days following execution of the document by the City Commission, in the Official Records of Volusia County, Florida. One copy of the document, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Planning Department for placement in

1 the public file. The date of recording of this document shall constitute the effective date
2 of the Taylor Ridge PD or its subsequent amendments. The applicant shall pay all filing
3 costs for recording documents.

4

5 DONE and ORDERED by the City Commission, City of DeLand, Florida, this ____
6 day of _____, 20____.

7

8

9

[remainder of page left blank]

1 ATTEST: City Commission of DeLand Florida

2
3
4 Michael P. Pleus
5 City Manager

Chris Cloudman
Mayor

6
7 STATE OF FLORIDA

8 CITY OF DELAND

9
10 The foregoing instrument was acknowledged before me by means of ☐ physical
11 presence or ☐ online notarization this ____ day of _____, 20____, by
12 Michael P. Pleus and Chris Cloudman, as City Manager and Mayor of the City of
13 DeLand, respectively, on behalf of the City of DeLand, and who are personally
14 known to me.

15
16 NOTARY PUBLIC, STATE OF FLORIDA

17 Type or Print Name:

18
19 Commission No.: _____

20 My Commission Expires: _____

1 WITNESSES:

APPLICANT

2 **TLC Blue Lake, LLC**

3 a Florida limited liability company

4
5
6
7 By: _____

8 ANDREW J. OROSZ

9 Authorized Representative

10
11
12 _____
13 Printed Name

14
15
16
17 _____
18 Printed Name

19
20
21 STATE OF _____

22 COUNTY OF _____

23
24 The foregoing instrument was acknowledged before me by means of ☐ physical presence
25 or ☐ online notarization this ____ day of _____, 20____, by ANDREW J.
26 OROSZ, as an Authorized Representative of TLC Blue Lake, LLC, who is personally
27 known to me or who has produced _____ as identification.
28
29

30
31 NOTARY PUBLIC, STATE OF FLORIDA

32 Type or Print Name:

33 _____
34 Commission No.: _____

35 My Commission Expires: _____
36
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EXHIBIT "A"
LEGAL DESCRIPTION

That part of the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 17 South, Range 30 East, Volusia County, Florida being more particularly described as follows:

COMMENCE at the Northeast corner of the Southeast 1/4 of Section 22, Township 17 South, Range 30 East, Volusia County, Florida thence S01°09'26"E 1357.82 feet along the East boundary of said Southeast 1/4 to the Northeast corner of the Southeast 1/4 of said Southeast 1/4; thence S88°57'54"W 30.00 feet to a point on the West right of way line of Blue Lake Avenue as shown on Volusia County right of way map Project #1335 for the POINT OF BEGINNING; thence S01°09'26"E 678.79 feet along said West right of way line; thence N89°11'44"E 5.00 feet along said right of way line; thence S01°09'26"E 451.92 feet along said right of way line to a point on the South right of way line of Taylor Road as shown on Volusia County right of way map Project #1113-4-5/P4172-3; thence S81°19'36"W 1250.26 feet along said right of way line to the beginning of a tangent curve concave Northerly and having a radius of 3481.24 feet and a central angle of 01°00'58"; thence Westerly 61.73 feet along the arc of said curve and said right of way line to a point on the West boundary of the Southwest 1/4 of the Southeast 1/4 of said Southeast 1/4; thence N01°06'37"W 631.00 feet along said West boundary to the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of said Southeast 1/4; thence N89°11'44"E 662.65 feet along the North boundary of the Southwest 1/4 of the Southeast 1/4 of said Southeast 1/4 to the Southwest corner of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4; thence N01°08'02"W 676.25 feet along the West boundary of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4 to the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4; thence N88°57'54"E 632.36 feet along the North boundary of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4 to the Point of Beginning.

CONTAINING: 26.011 acres, more or less.

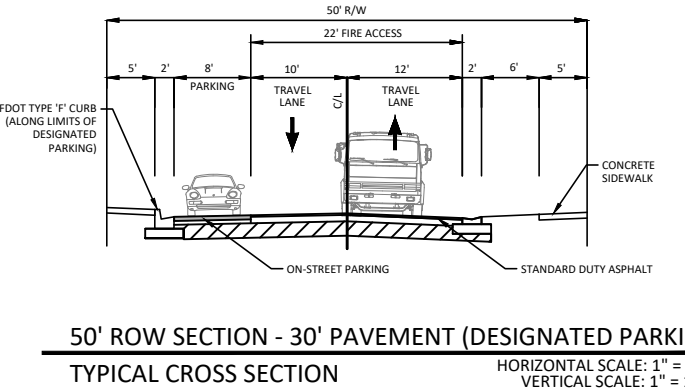
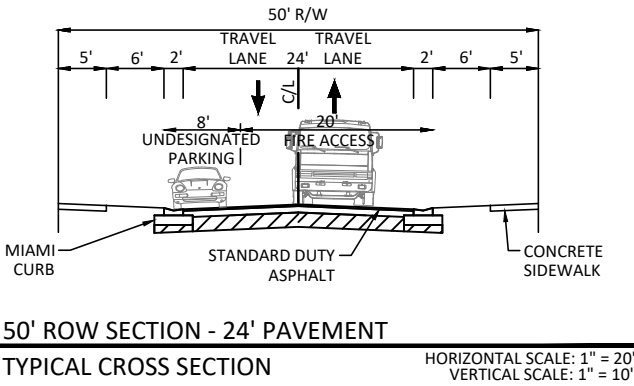
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EXHIBIT "B"
PLANNED DEVELOPMENT PLAN



CITY OF DELAND SITE DATA

TOTAL PROJECT AREA:	26.01 AC	
RESIDENTIAL LOT AREA	10.70 AC	41%
INTERNAL RIGHT OF WAY	3.66 AC	14%
ACCESS EASEMENT	0.19 AC	0.7%
OPEN SPACE (INCLUDES TREE PROTECTION AREA & AMENITY TRACT)	11.46 AC	44%
STORMWATER TRACTS	3.48 AC	13%
AMENITY TRACT	0.87 AC	
TREE PROTECTION (15% MIN)*	4.39 AC*	17%
POWERLINE EASEMENT	1.14 AC	
OTHER OPEN SPACE	1.59 AC	
DENSITY ALLOWED	2.50 du/ac	
DENSITY PROVIDED	2.50 du/ac	
*FINAL TREE PRESERVATION AND OPEN SPACE TRACTS WILL BE DETERMINED WITH CONSTRUCTION PLANS, BUT MINIMUMS WILL BE MAINTAINED.		
TOTAL AREA	26.01 AC	100%



LEGEND:	COUNT:	PERCENT:
60' LOT	65	100 %
TOTAL:	65 LOTS/UNITS	
LID SWALE		
TREE PROTECTION		
MULCH PATH		

KELLY, COLLINS & GENTRY, INC.

1305 NORTH ORANGE AVENUE, SUITE 400
ORLANDO, FLORIDA 32804
(407) 888-7868 FAX (407) 888-1488

REVISION

6	
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4	
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2	
1	

DATE

PREPARED FOR:

HANOVER COMPANY

PROJECT:

TAYLOR RIDGE SUBDIVISION

CONCEPT PLAN

1 OF 1

DRAWN: DSR

DESIGN: SCF

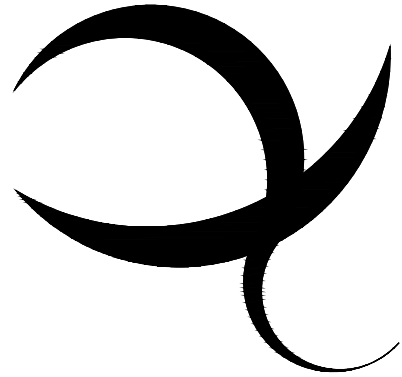
CHECKED: SCF

JOB NO.: 1512.000

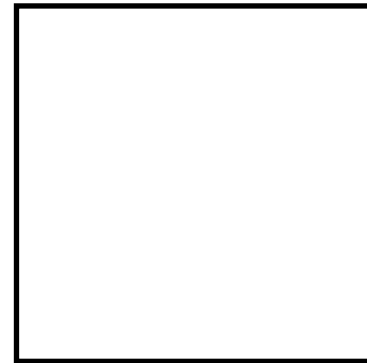
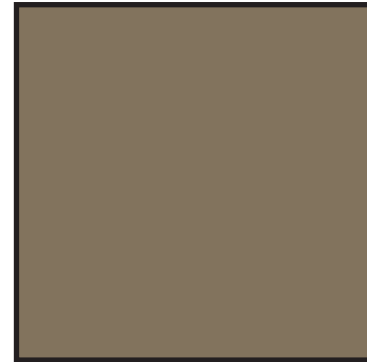
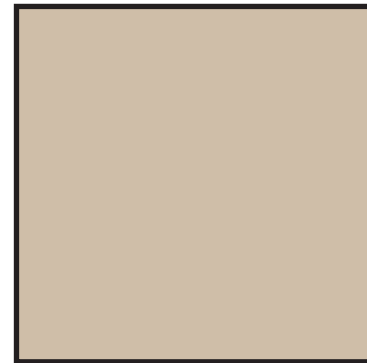
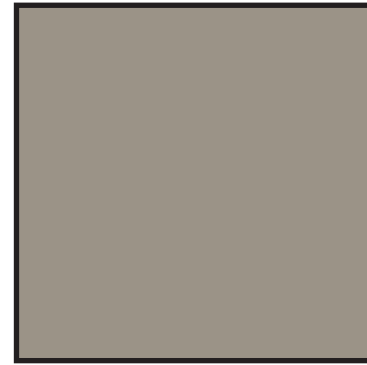
DATE: 08/11/2023

SHEET

LOGO



COLOR PALETTE



***TAYLOR RIDGE, LOCATED IN DELAND, FLORIDA, IS A NEW MASTER PLANNED COMUNITY EM-
BRACING A LOW IMPACT DEVELOPMENT & PRESERVATION APPROACH.***

CORE VALUES OF THE COMMUNITY

ACTIVE LIFESTYLE ENGAGING NATURAL ENVIRONMENT:

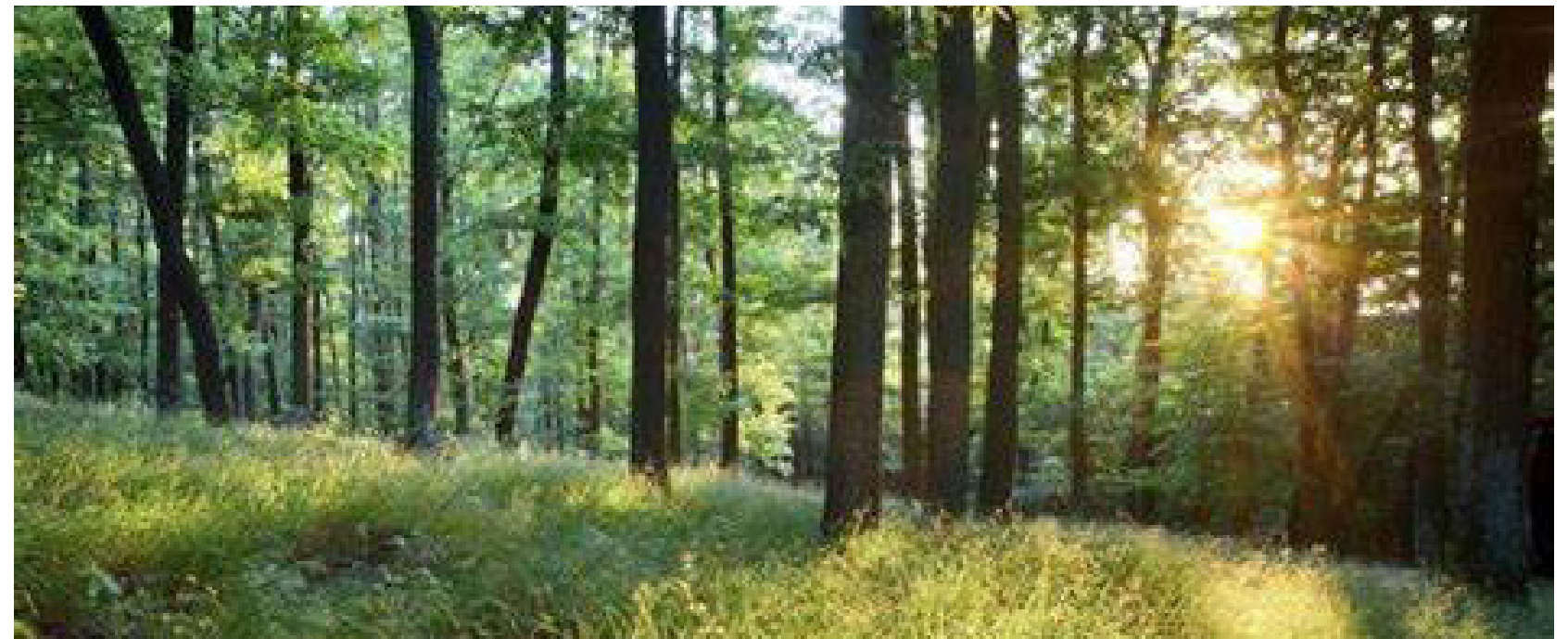
Using the preserved areas of the site, the community attempts to embrace the human interaction with nature using a trail network connecting passive and active recreation, a dog walk, and a central gathering space amid a bio-swale with trail heads & boardwalks that weave through the neighborhood and promote walking, biking, and engagement with nature. Interpretive signage is planned in special areas to communicate the benefit of the natural features to cultivate an appreciation and stewardship among the residents and non-resident users.

PRESERVATION:

The community planning has taken a granular approach to work within the natural environment and retain substantial areas of existing trees and open space with access to natural areas.

SUSTAINABILITY:

Low impact development strategies are being incorporated throughout. Mulched trail networks to reduce impervious areas, bioswales to convey stormwater, reduced turf areas, and providing alternatives for automobile use within the community are all strategies being employed within Taylor Ridge.



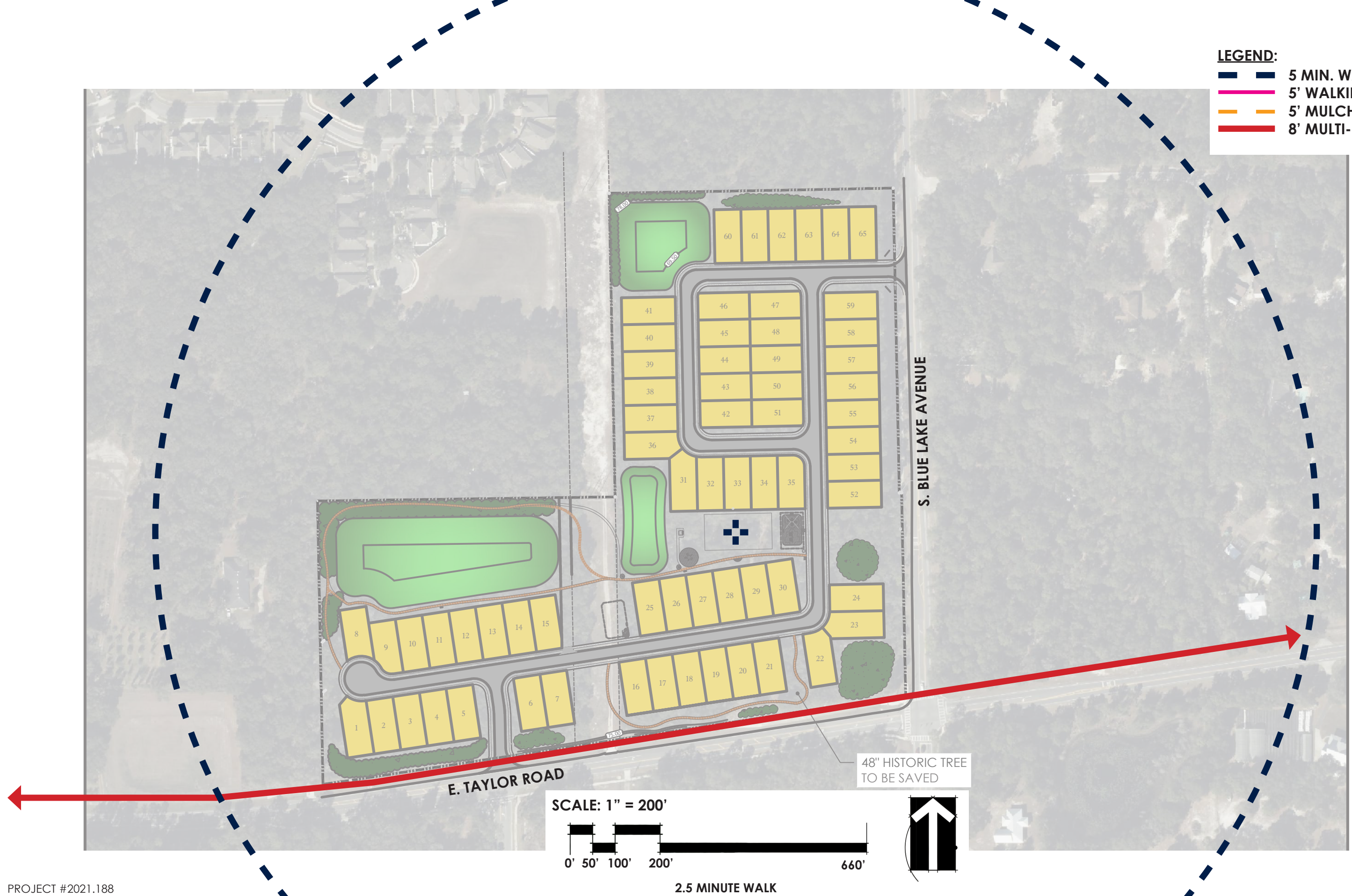
2023.09.12

COMMUNITY VISION

PROJECT #2021.188

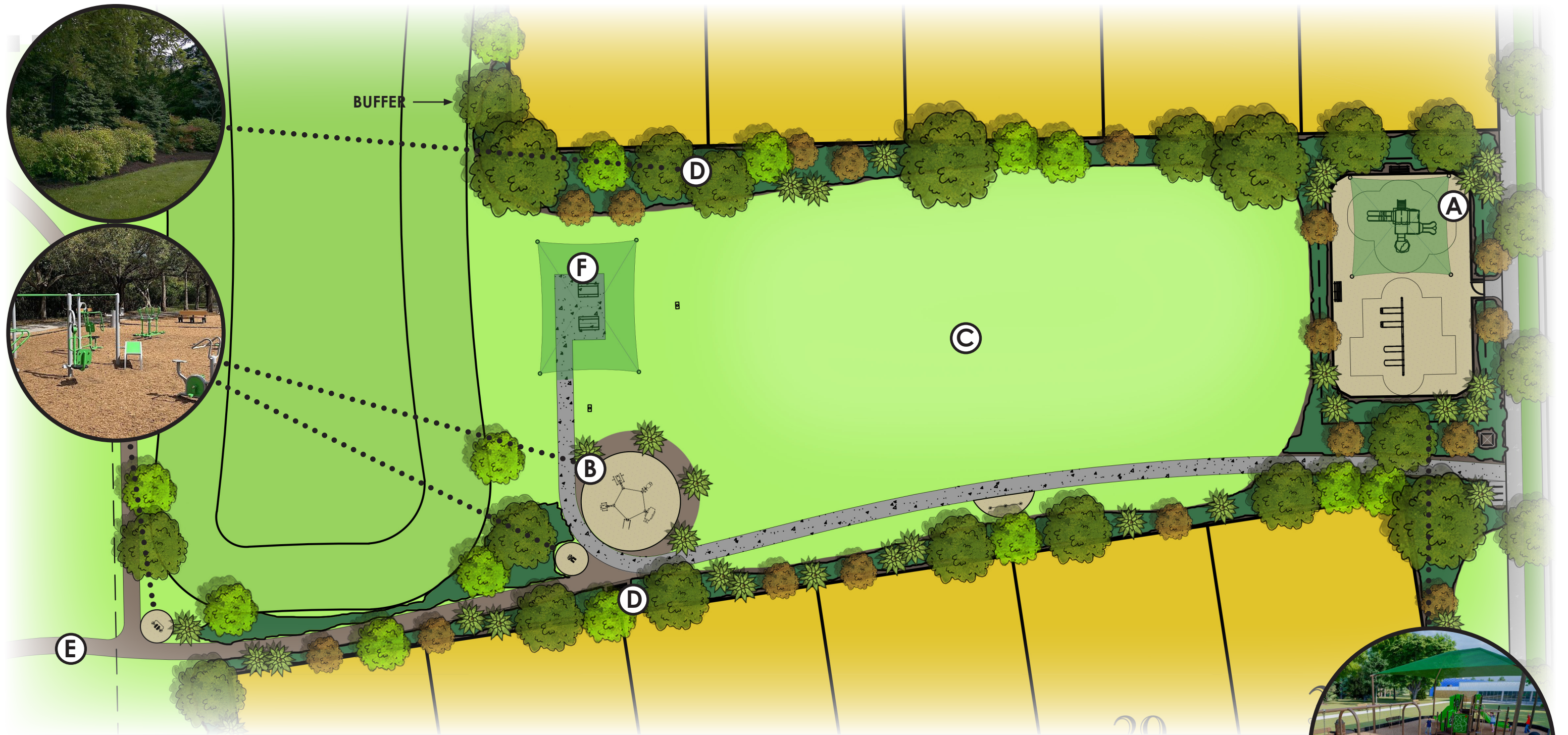
LEGEND:

- 5 MIN. WALK RADIUS
- 5' WALKING PATH
- 5' MULCH TRAIL
- 8' MULTI-USE PATH



PROJECT #2021.188

2023.09.12



LEGEND:

- (A) TOT LOT/SHADE SAIL (B) EXERCISE EQUIPMENT (C) PLAY FIELD (D) LANDSCAPE BUFFER (E) MULCH PATH (F) SHELTER/TABLES/GRILLS



AMENITY PARK
PROJECT #2021.188



SITE PLAN **1"=30'**
2023.09.12



LEGEND:

(A) DOG PARK

(B) DOG PLAY EQUIP.

(C) OPEN FIELD

(D) LANDSCAPE BUFFER

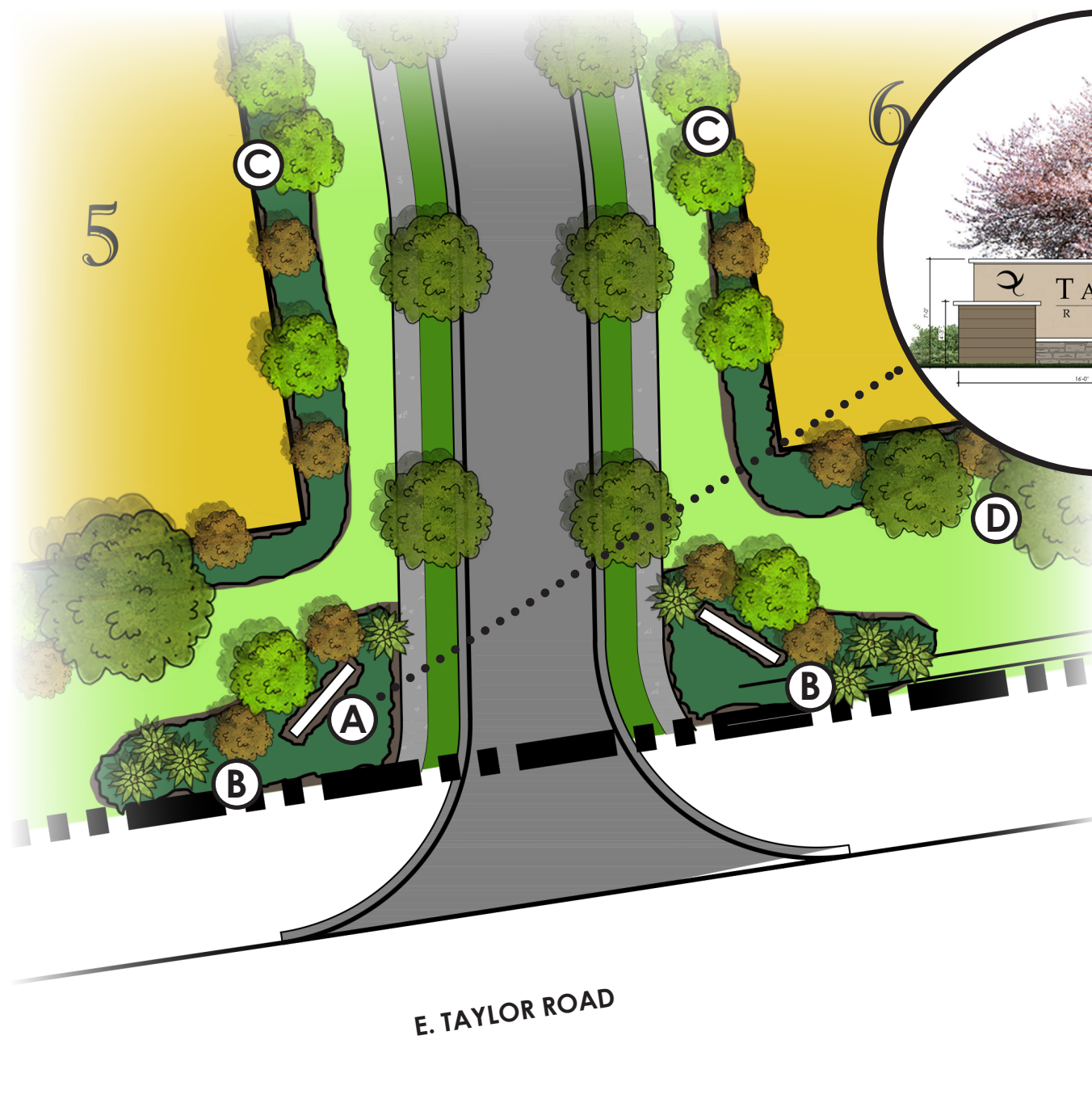
(E) MULCH PATH



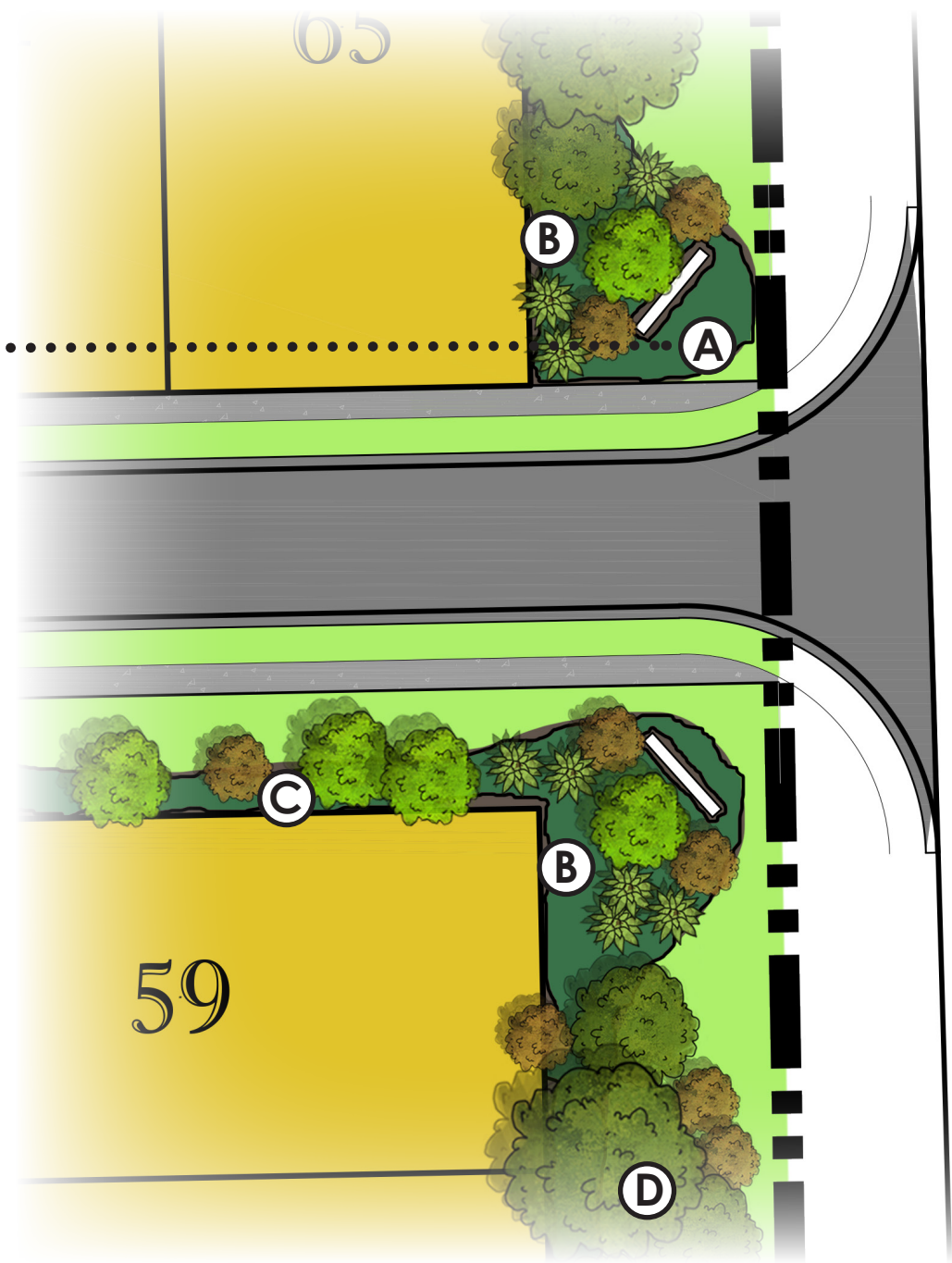
DOG PARK
PROJECT #2021.188

SITE PLAN

1"=30'
2023.09.12



SOUTH ENTRANCE



EAST ENTRANCE

LEGEND:

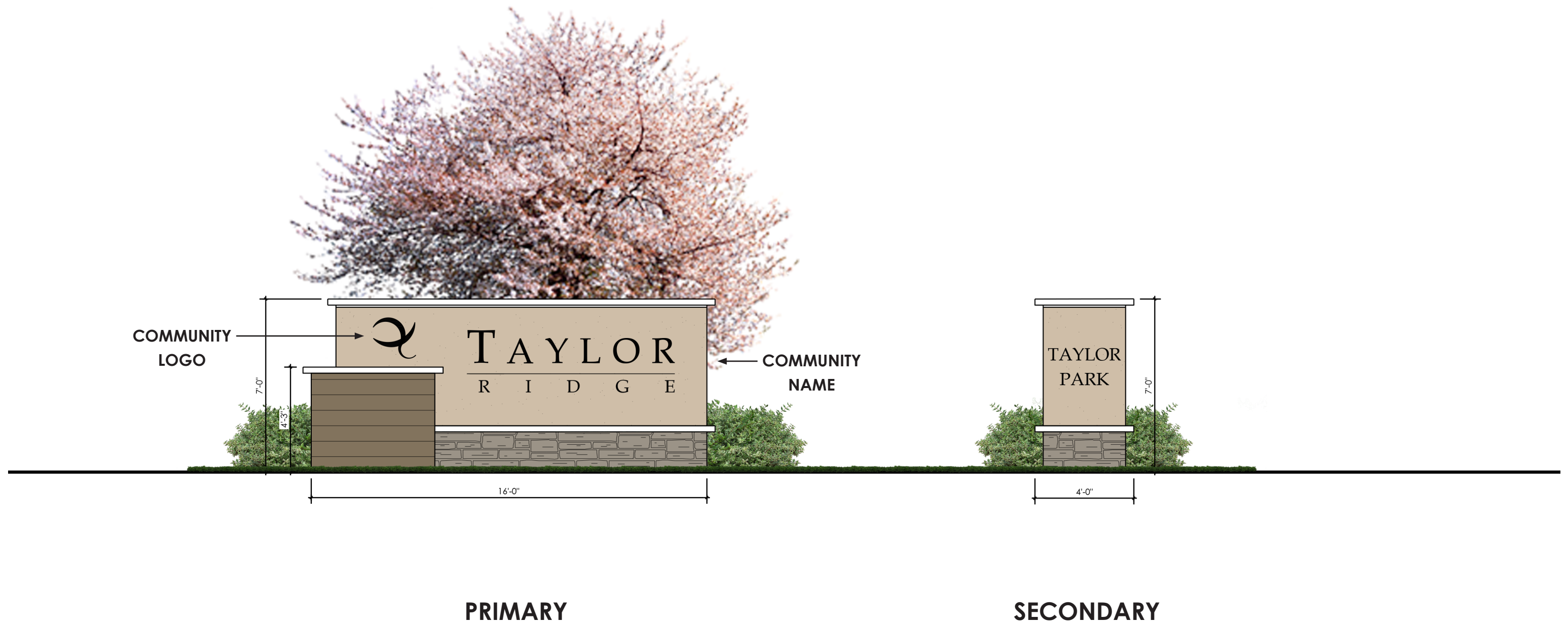
- (A) ENTRY SIGN (B) ENHANCED PLANTING (C) LANDSCAPE BUFFER (D) TREE PROTECTION AREA



COMMUNITY ENTRANCE
PROJECT #2021.188

SITE PLAN

1"=30'
2023.09.12



ENTRY SIGNAGE

PROJECT #2021.188

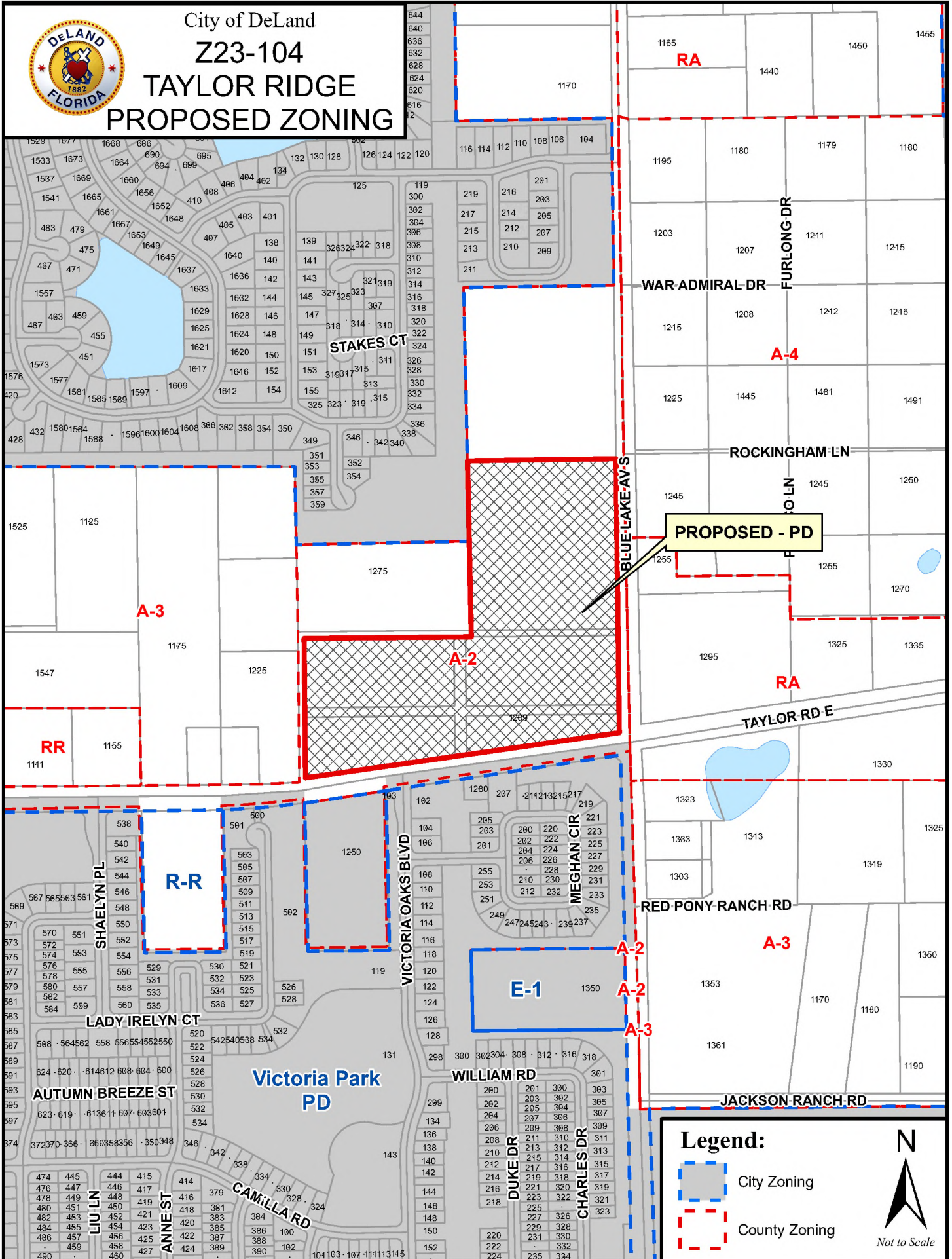
ELEVATION

1/2"=1'

2023.09.12



City of DeLand
Z23-104
TAYLOR RIDGE
PROPOSED ZONING



**PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD**

October 11, 2023

APPLICATION NO.: Z23-104

STAFF PLANNER: Kendall Story

APPLICANT: Mr. Michael Woods, Esq., Cobb Cole

REQUEST: Amend the existing zoning designation from Volusia County's A-2 to City of DeLand's Taylor Ridge PD

APPLICABLE REGULATIONS:

Article IV

OVERLAY AND FLOATING ZONES

Sec. 33-32 – Planned Development District.

Article XII

ADMINISTRATION AND ENFORCEMENT

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

A. SITE FACTORS:

Location: Northwest corner of S. Blue Lake Ave. & E. Taylor Rd.
Parcel Size: ± 26.011 acres
Land Use: Transitional Residential Development (TRD)
Existing Zoning: Volusia County A-2 – Rural Agriculture
Existing Use: Undeveloped

	SURROUNDING USE:	SURROUNDING ZONING:
North:	VC: Rural; LDR	VC: A-2; Saddlebrook PD
South:	VC: Rural; New Community Development	Bridle Oaks PD; Victoria Park PD
East:	VC: Rural	VC: A-3
West:	VC: Urban Low Intensity	VC: RA; VC: A-4

B. BACKGROUND: The rezone for Taylor Ridge PD was originally heard by the Planning Board on September 13, 2023. However, it was brought to staff's attention that there were some errors made in the required public notice (signage). Although the Planning Board voted and recommended the City Commission approve the rezone at the previous meeting, it is necessary that the meeting be properly advertised before being forwarded to the City Commission. Therefore, the item was rescheduled for the October 11, 2023 Planning Board meeting, with corrected public notice (signage).

C. ANALYSIS:

The proposed development consists of ± 26.011 acres of vacant, wooded land, located on the northwest corner of S. Blue Lake Ave. & E. Taylor Rd. The applicant is requesting to rezone the subject property from Volusia County's A-2, Rural Agriculture, to City of DeLand's Taylor Ridge

Planned Development. A portion of the subject property was originally platted in 1925 as the Carroll & Marshall Plat, which consisted of 200 residential lots, approximately 25' wide and 140' deep. The Taylor Ridge PD will be a residential planned development, consisting of 65 single-family lots.

The applicant has submitted concurrent applications for an annexation (AN23-103) and for a future land use amendment (SMLU23-102) to change the future land use designation from Volusia County's Rural to City of DeLand's Transitional Residential Development (TRD).

There is a 100' wide power line easement that runs north to south at the center of the property which will remain clear. There is also an access easement for the abutting property to the west which provides the property owner of 1275 E. Taylor Rd. to reach the right-of-way. The applicant will continue to provide access for the abutting property via a 25' wide easement running to the west of the powerline easement. Access to Taylor Ridge will be from S. Blue Lake Ave. and E. Taylor Rd.

The proposed PD Development Agreement allows a maximum of 65 single-family lots. The conceptual plan proposes 65 lots that will be 60-ft wide. Each parcel will be designed to accommodate 4 parking spaces (2 driveway spaces and 2 garage spaces). An additional 32 on-street parking spaces will be provided throughout the development for visitors.

The project will have an overall density of approximately 2.5 units per acre. In general, unless otherwise stated in the PD Agreement, the development standards will mirror the R-1 district regulations from the city's land development regulations.



As required by section 33-57.07(b) of the land development regulations, a minimum of 15% of the subject property will be dedicated as Tree Protection Area (TPA). The development will be required to maintain a minimum setback of 25' from abutting residential properties to the north and west.

Per Ordinance 2019-10, residential buffers along arterial or collector roads shall contain a berm along with the required plant material to screen the view of the roadway. If existing vegetation provides appropriate screening, a berm would not be required. Residential

subdivisions along collector roads such as S. Blue Lake Ave., and arterial roads such as E. Taylor Rd., shall be at least 40' wide adjacent to the roadway and follow the Type D buffer standards. Additionally, E. Taylor Rd. is part of the Emerging Gateway Corridor which contains supplemental buffer standards that supersede the general landscape code requirements.

School Concurrency: A school concurrency letter dated November 22, 2021 was provided by the applicant. Although the letter from the school board offers no objections to the development, a more current letter is required.

Stormwater: Stormwater ponds are located to the north and west of the subject property. In addition to these ponds, the Taylor Ridge development includes elements of low impact development (LID) design. Supplemental plantings will enhance the functionality and aesthetics of these ponds using littoral plantings for wet ponds and Florida-Friendly plants for dry ponds.

If the stormwater design provides for surface connectivity between the two proposed ponds at the southeast corner of the project, a bioswale will be provided. Furthermore, if a surface swale is required within the amenity tract, a bioswale will be provided so long as there is no negative impact to existing historic trees on the amenity tract. The swales will act as an amenity with Florida friendly plants that require no fertilizers or irrigation and rocks to help control erosion.

History: On February 21, 2022, a petition for annexation, land use amendment to Low Density Residential and a rezone to the Taylor Ridge PD went before the City Commission. The proposed development did not make it past the annexation phase, receiving a 4-1 vote (Apgar) to deny the annexation. The original plan for Taylor Ridge PD proposed a 71-unit residential development.

Since the original denial in 2022, substantial changes have been made to the design of the Taylor Ridge PD. These changes include a reduction of the proposed density from 2.73 dwelling units per acre, to 2.5 dwelling units per acre; lot widths for all properties will be a minimum of 60' wide, versus 50' wide as originally proposed. The development includes internal sidewalks and bike lanes, enhanced recreational amenities and is within a mile of an arterial roadway in accordance with the TRD requirements.

On June 15, 2023, the Technical Review Committee recommended that the proposed Planned Development Agreement be forwarded on to the Planning Board, subject to addressing remaining Staff comments.

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

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

The proposed development abuts the Saddlebrook residential Planned Development as well as unincorporated County acreage estates to the west; the Victoria Park residential Planned Development to the south; and residential unincorporated County acreage to the north and east. These nearby plats to the south and west have lot sizes averaging around 50-70 ft. in width, with houses built roughly between the 2000's and 2010's. Proposed lot sizes in the subject development are of a similar range as those found in both Saddlebrook and Victoria Park; and at an overall density of 2.5 dwelling units per acre, it is of a similar intensity to Saddlebrook's 3.10 dwelling units per acre.

Additionally, according to the Comprehensive Plan, a density bonus of up to 25% (2.5 units per acre) is allowed in the TRD land use designation if the following criteria are met:

- A. Internal trail and bike lanes with connection to adjacent trails and natural areas are constructed throughout the development area.
- B. Sidewalks and bike lanes are provided throughout the development area.
- C. The project must be located within a mile of an arterial, interstate or the Sun Rail stations.

D. A least three enhanced on-site amenities such as a recreation center, pool, clubhouse, fitness center, dog park, etc. are constructed to serve the residents. Community enhancements are being provided in the Taylor Ridge PD. These enhancements include:

- Mulched pathways running from a centralized amenity parcel to Taylor Rd.
- An 8' wide multi-use sidewalk that connects natural areas throughout the development
- And 3 enhanced on-site amenities which will include:
 1. A fenced-in dog park
 2. A playground for children in the neighborhood.
 3. A community gathering area with a large pavilion that offers picnic tables, grills for the residents to use and outdoor games such as “horseshoes”.

The development is consistent with the Comprehensive Plan, in that the underlying land use of Transitional Residential Development allows up to 2.5 dwelling units per acre when applying the 25% density bonus and meeting the criteria and performance standards of said land use.

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

The subject site is heavily wooded and the proposed development would reduce the tree coverage significantly. However, the PD Agreement and associated plan will ensure that tree preservation areas, buffering and other tree requirements meet the minimum requirements of the Land Development Regulations. A density bonus in the TRD land use designation allows for uses such as single-family residential development, cluster development and 2, 3 and 4 family residential development. The development must include additional preservation of open space. The Taylor Ridge PD provides 11.5 acres of open space, totaling 44% of the site. The proposed development should not have any other negative impacts on the environment or natural resources on the site or in the surrounding area. An endangered species report will be required at time of the preliminary subdivision plat.

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

The infusion of newer homes in this project should have a positive impact on the general area and potentially raise overall values. Additionally, the subject property's proximity to a major transportation corridor will benefit the new residents of the development.

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

Governmental services such as potable water, sewer, code enforcement, police, and fire are available for the subject property and will be provided by the City.

The City's Utilities Department has indicated that there is both water and sewer capacity to serve a development of this size.

Volusia County Schools provided a Finding of Adequate Capacity Letter, dated November 22, 2021. Per the letter, the student projections generated by this project **will** increase the existing percentage above 100% permanent capacity at all school levels. Currently, the DeLand planning area (west) for Freedom Elementary, DeLand Middle, and DeLand High is at or over 100% but below 115% for both elementary and middle school levels, and 120% for the high school level, for concurrency. Based on this, the school district has no objections to the proposed development plan. However, this letter was provided at the time of the first application in 2021. Therefore, the applicant must provide an updated concurrency letter from the school board prior to City Commission approval.

Based on information provided in the Trip Generation Memo provided by the applicant and the ITE Trip Generation Manual (10th edition), 71 dwelling units would generate approximately 754 average daily trips; this is an increase of 470 trips based on the current VC A-2 zoning district. A full Traffic Impact Analysis will not be required because the projected average daily trips are less than 1,000 trips.

The subject property is on S. Blue Lake Ave. to the east which is categorized as a major collector road. To the south of the subject property is E. Taylor Rd., which is categorized as a minor arterial road.

The portion of S. Blue Lake Ave. roadway affected by the proposed development currently operates at a Daily LOS of “C”, per the latest Volusia County Traffic Counts, with an Allowable LOS of “E”. This segment can handle an additional 5,400 daily trips before reaching capacity.

The portion of E. Taylor Rd. roadway affected by the proposed development currently operates at a Daily LOS of “C” per latest Volusia County Traffic Counts, with an Allowable LOS of “E”. This segment can handle an additional 6,270 daily trips before failing.

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

The subject property abuts less dense, rural, unincorporated residential/agricultural land as well as incorporated developments that are similar to the proposed Taylor Ridge PD. The proposed development is within the city’s Urban Core; according to the DeLand 2050 Land Use guide, this area is the key area to focus development, and maintain a strong job base, taking advantage of existing infrastructure. Locating higher intensity along select corridors or major centers will encourage transit and lessen traffic congestion.

6. Was there a mistake in the original classification?

There was no mistake in the original classification.

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

The proposed development abuts the Saddlebrook residential Planned Development as well as unincorporated County acreage estates to the west; the Victoria Park residential Planned Development to the south; and residential unincorporated County acreage to the north and east. These nearby plats to the south and west have similar lot sizes, with houses built

roughly between the 2000's and 2010's. The infusion of newer homes in this project could have a positive impact on the general area and potentially raise overall values.

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

There is no indication at this time that the new proposal will create additional impacts upon public health, safety or welfare, as all provided public services have the capacity needed to accommodate the proposed development. Impacts, if any, to the surrounding County roadway network will be required to be mitigated proportionally by the developer.

D. CONCLUSION:

The Applicant is proposing a rezoning from Volusia County's A-2 to a Planned Development in order to develop the subject property for 65 detached, single-family units. Submittal of a preliminary and final plat will be required to ensure the provisions of the Planned Development Agreement are satisfied, as determined by TRC Staff, Planning Board, and City Commission.

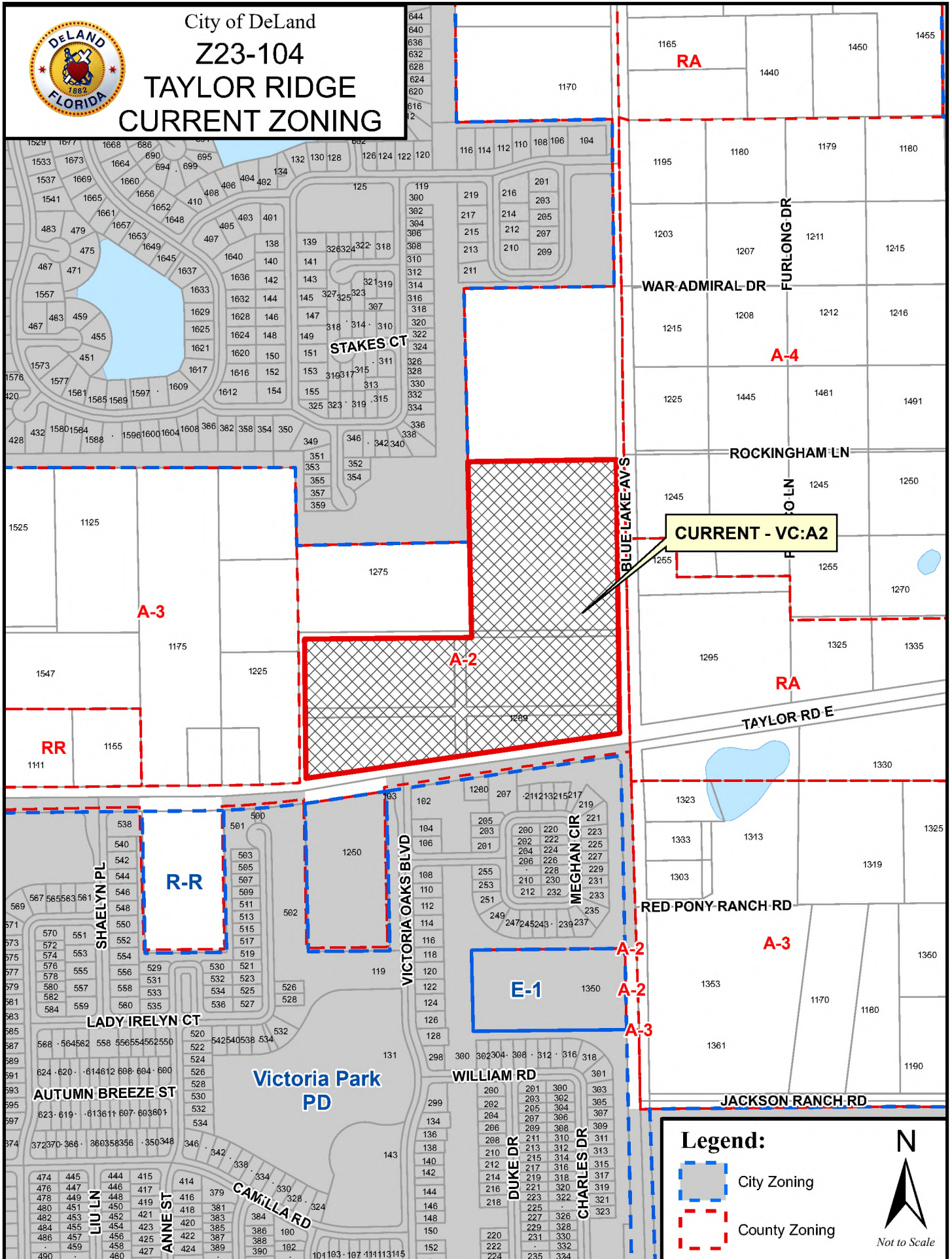
E. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward the zoning request to the City Commission with a recommendation for approval of this rezoning request from Volusia County's A-2 to "Taylor Ridge PD", subject to addressing all comments from Staff and the Planning Board and subject to the following condition(s):

1. The applicant shall provide an updated school concurrency letter prior City Commission approval. – *this has since been satisfied.*

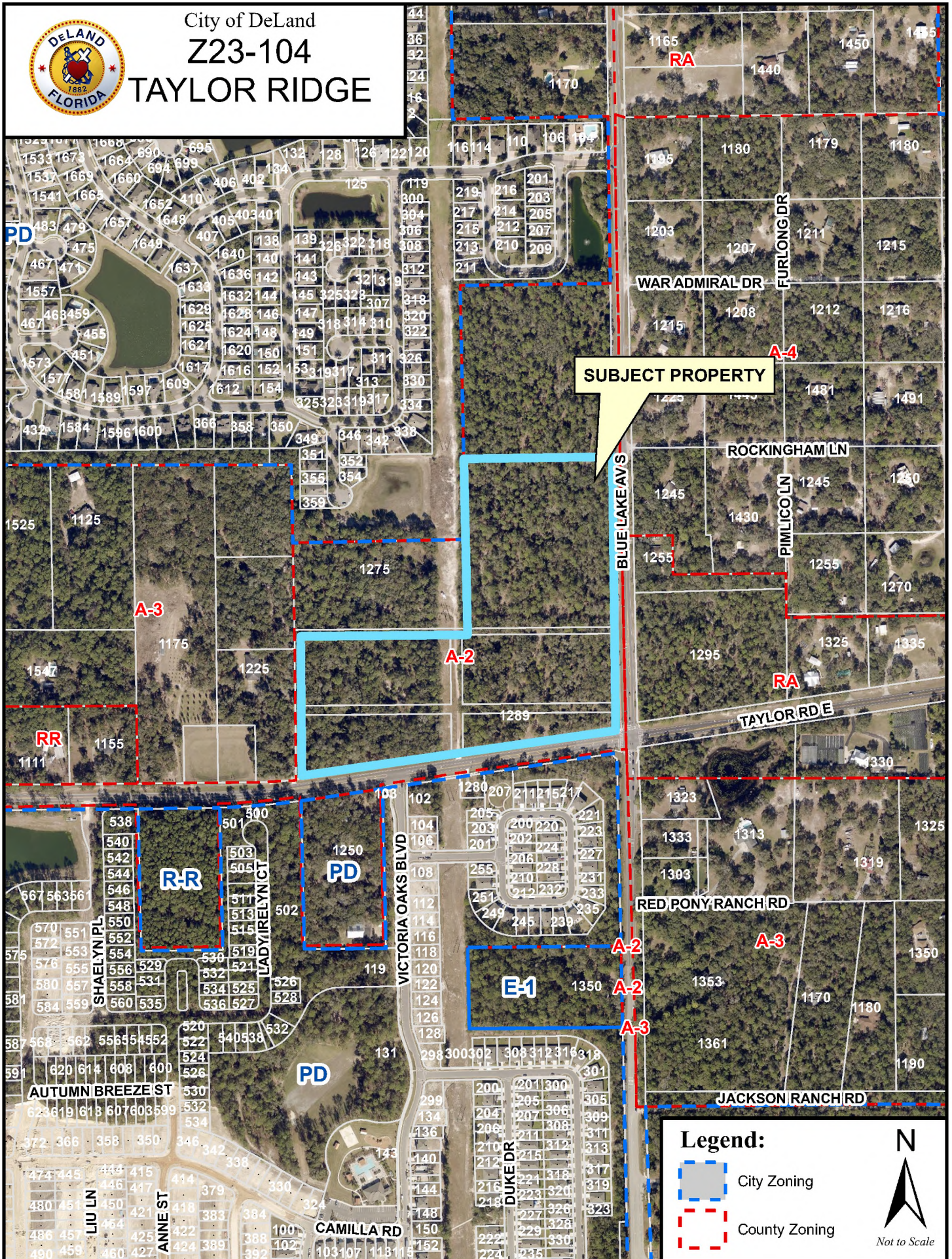


City of DeLand
Z23-104
TAYLOR RIDGE
CURRENT ZONING





City of DeLand
Z23-104
TAYLOR RIDGE



CITY OF DELAND
Request for Commission Action
December 4, 2023

SUBJECT: Consideration re Garfield Tree Preservation Easement.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Grant of Easement for Bike Trail Visconti

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

SUMMARY/HIGHLIGHT:

The City is constructing the Paiva Greenway extension along Garfield Avenue. Due to the limited width of the available publicly owned right-of-way, part of the project as currently designed requires the removal of a large, healthy live oak tree. The tree is located in the public right-of-way adjacent to the property owned by Dr. Anthony J. Visconti, III and Shelly M. Visconti located in the 600 block of North Garfield Avenue. The City has requested an easement from the Viscontis measuring 5' wide by 50' long (250 square feet total) so that the City can meander the paved bike trail around the tree and thereby save it, all as depicted in the attached easement. At the November 1, 2023 meeting, the City Commission elected not to purchase the easement for a price of \$20,000. The Viscontis have agreed to accept the reduced sum of \$12,500 for the easement and City staff is recommending that the City Commission accept this offer. Staff notes that residents in the neighborhood have agreed to try and raise additional funds to close the gap between the proposed offer of \$12,500 and the \$10,000 requested by the City Commission. It is unknown at this time how much money can be raised.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

FISCAL IMPACT:

This item has a fiscal impact of \$12,500.00, which can be funded from the project budget.

RECOMMENDATION:

Staff recommends the City Commission approve the attached easement for \$12,500.

BACKGROUND/DISCUSSION:

In addition to the \$12,500 payment, in order to obtain the easement, the City will replant (if necessary) along the outside of the easement the portion of an existing viburnum hedge being removed from the easement. The easement provides that if the City removes the live oak tree due to acts of God, disease, or other reason which causes the death or an imminent fall danger of the tree, then the City would, within a reasonable period of time not to exceed ninety (90) days, replant a new live oak tree with a minimum height of ten (10) feet and a minimum caliper of four (4) inches. Lastly, the agreement for the easement provides that the City will provide

a zoning determination letter to the Viscontis confirming that the granting of the easement does not affect the setbacks for the property for the purpose of the City's zoning and land development codes.

GRANT OF EASEMENT FOR BIKE TRAIL

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

THIS INDENTURE IS MADE AND ENTERED INTO THIS ____ day of December, 2023, between **ANTHONY J. VISCONTI, III and SHELLY M. VISCONTI**, husband and wife, with a mailing address of 621 N. Arlington Avenue, DeLand, FL 32724 (hereinafter the “**GRANTOR**”), and the **CITY OF DELAND**, a municipal corporation organized and existing under the laws of Florida, with a mailing address of 120 South Florida Avenue, DeLand, Florida 32720, (hereinafter the “**GRANTEE**”).

WHEREAS, GRANTOR is seized in fee simple and in possession of that certain parcel of real estate bearing Parcel Identification Number 7009-44-11-0090 and having a street address of 621 N. Arlington Avenue, DeLand, FL 32724, (hereinafter the “Property”); and

WHEREAS, the City of DeLand is constructing a multiuse trail in the public right-of-way to the east of the Property within which a historic live oak tree is located; and

WHEREAS, GRANTEE has requested that **GRANTOR** grant an easement on the Property so that **GRANTEE** can meander the path around the aforementioned oak tree and thereby save the tree; and

WHEREAS, GRANTEE is requesting the **GRANTOR** to grant an easement over the Property which is more particularly described in the attached Exhibit “A” (hereinafter the “Easement Area”); and

WHEREAS, GRANTEE has agreed to not remove the brick monument depicted in the attached Exhibit “B” and **GRANTOR** has agreed to be responsible for the maintenance of said monument.

NOW THIS INDENTURE WITNESSETH:

That for and in consideration of the Sum of One and No/hundreds (\$1.00) Dollars in hand paid and other valuable considerations, the receipt of which is hereby acknowledged, **GRANTOR** has this day granted unto **GRANTEE** an easement on, over, under, through and across the Easement Area, including but not limited to the right to enter upon the Easement Area, for the purpose of constructing and maintaining a public, paved multiuse trail. **GRANTOR** shall not construct any structures nor install any landscaping within the Easement Area, nor otherwise place any fences or other obstructions within the Easement Area. **GRANTEE** shall have the right to remove trees, brushes, undergrowth, and other obstructions from the Easement Area.

Any other provision of this Indenture notwithstanding, the brick monument located at the southeast corner of the easement and depicted in the attached Exhibit “B” shall not be removed by

the City of DeLand, provided however that **GRANTOR** shall be responsible for the maintenance of said monument and **GRANTEE** shall have no obligation to maintain same.

Should the historic live oak tree referred to in the preamble of this Indenture be removed by the City of DeLand on account of acts of God, disease, or other reason which causes the death or imminent fall danger of the tree, then **GRANTEE** shall, within a reasonable period of time not to exceed ninety (90) days, replant a new Live Oak tree with a minimum height of ten (10) feet and a minimum caliper of four (4) inches.

GRANTOR does hereby covenant with **GRANTEE** that it is lawfully seized and possessed of the real estate above described, that **GRANTOR** has a good and lawful right to grant this easement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

GRANTORS:

ANTHONY J. VISCONTI, III

SHELLY M. VISCONTI

Witness

Witness

Witness

Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of November, 2023, by ANTHONY J. VISCONTI, III and SHELLY M. VISCONTI, who are personally known to me or who have produced _____ as identification, and who did ☐ or did not ☐ take an oath.

[NOTARIAL SEAL]

NOTARY PUBLIC, STATE OF FLORIDA

GRANTEE:

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney

Sketch and Description:

THIS IS NOT A SURVEY

EXHIBIT

A

Legal Description:

A PORTION OF LAND LYING IN SECTION 9, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY FLORIDA, DESCRIBED AS FOLLOWS:

THE EAST 5.00' FEET OF LOT 21, BLOCK 11, SECTION ONE, UNIVERSITY TERRACE, AS RECORDED IN MAP BOOK 10, PAGE 108 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

ENCOMPASSES 250 SQUARE FEET MORE OR LESS.

Abbreviation Legend:

(A) - ACTUAL	Δ - DELTA	FS - FLORIDA STATUTE	(P) - PLAT	PT - POINT OF TANGENCY
APPROX - APPROXIMATE	(D) - DEED	(G) - GRID (STATE PLANE)	PB - PLAT BOOK	R30E - RANGE 30 EAST
AVG - AVERAGE	(DE) - DEED EXCEPTION	GOV'T - GOVERNMENT	PC - POINT OF CURVATURE	R - RADIUS
(BB) - BEARING BASIS	DEPT - DEPARTMENT	IP - IRON PIPE	PCC - POINT OF COMPOUND CURVATURE	RAD - RADIAL
BLDG - BUILDING	D/U - DRAINAGE AND UTILITY EASEMENT	IR - IRON ROD	PCP - PERMANENT CONTROL POINT	REC - RECOVERED
BM - BENCH MARK	ELEV - ELEVATION	IR&C - IRON REBAR & CAP	PG - PAGE	REV - REVISION
(C) - CALCULATED	EOP - EDGE OF PAVEMENT	L - ARC LENGTH	PI - POINT OF INTERSECTION	RP - RADIUS POINT
C - CHORD	ESMT - EASEMENT	LB# - LICENSED BUSINESS NUMBER	POB - POINT OF BEGINNING	R/W - RIGHT-OF-WAY
CB - CHORD BEARING	FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION	(M) - MEASURED	POC - POINT OF COMMENCEMENT	SEC 9 - SECTION 9
CCR # - CERTIFIED CORNER RECORD NUMBER	FEC - FLORIDA EAST COAST RAILWAY	NGS - NATIONAL GEODETIC SURVEY	POL - POINT ON LINE	SQ FT - SQUARE FEET
C/L - CENTERLINE	FF - FINISH FLOOR	N & D - NON-RADIAL	PRC - POINT OF REVERSE CURVATURE	TB - TANGENT BEARING
CM - CONCRETE MONUMENT	FND - FOUND	NT - NON-TANGENT	PRM - PERMANENT REFERENCE MONUMENT	T17S - TOWNSHIP 17 SOUTH
CONC - CONCRETE	FP&L - FLORIDA POWER AND LIGHT	OR - OFFICIAL RECORDS		(TYP) - TYPICAL
COR - CORNER		ORB - OFFICIAL RECORDS BOOK		UE - UTILITY EASEMENT
				W/ - WITH

Surveyor's Notes:

- COPIES OF THIS SKETCH AND DESCRIPTION ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED DATUM AS BEING N 0° 50' E ALONG THE WEST RIGHT-OF-WAY LINE OF N GARFIELD AVENUE.
- THE "LEGAL DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR PER THE CLIENT'S REQUEST.
- THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED.
- THIS IS NOT A BOUNDARY SURVEY. THIS SKETCH AND DESCRIPTION WAS PREPARED FROM INFORMATION FURNISHED TO THE SURVEYOR. NO FIELD SURVEY WAS PERFORMED TO DEFINE OWNERSHIP.

THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH THE FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3) AND THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY PAUL J. KATREK, PSM, 6233 ON 11/22/23 PER 5J-17.062(2)

Surveyor's Certification:

I hereby certify that the attached "Sketch and Description" of the hereon-described property is true and correct to the best of my knowledge, information and belief as prepared under my direction on November 21, 2023. I further certify that this "Sketch and Description" meets the standards of practice set forth in Rule Chapter 5J-17 of the Florida Administrative Code, pursuant to FS 472.027.

For the Firm By: _____

Paul J. Katrek
Professional Surveyor and Mapper
Florida Registration No. 6233

NOT VALID WITHOUT
SHEETS 1 AND 2 OF 2.

Drawn by: JTF

Date: 11/21/23	Job No. D0918.1
Scale: N/A	File: D0918.1_P70.DWG



www.cphcorp.com

**Building Better
Communities Together**

500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841

State of Florida License:
Surveyor No. LB7143

© 2023

621 N ARLINGTON AVE
SECTION 9-TOWNSHIP 17 SOUTH-RANGE 30 EAST
DELAND, VOLUSIA COUNTY, FLORIDA

SKETCH AND DESCRIPTION

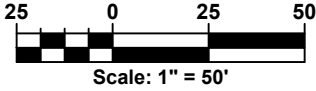
Sheet

1

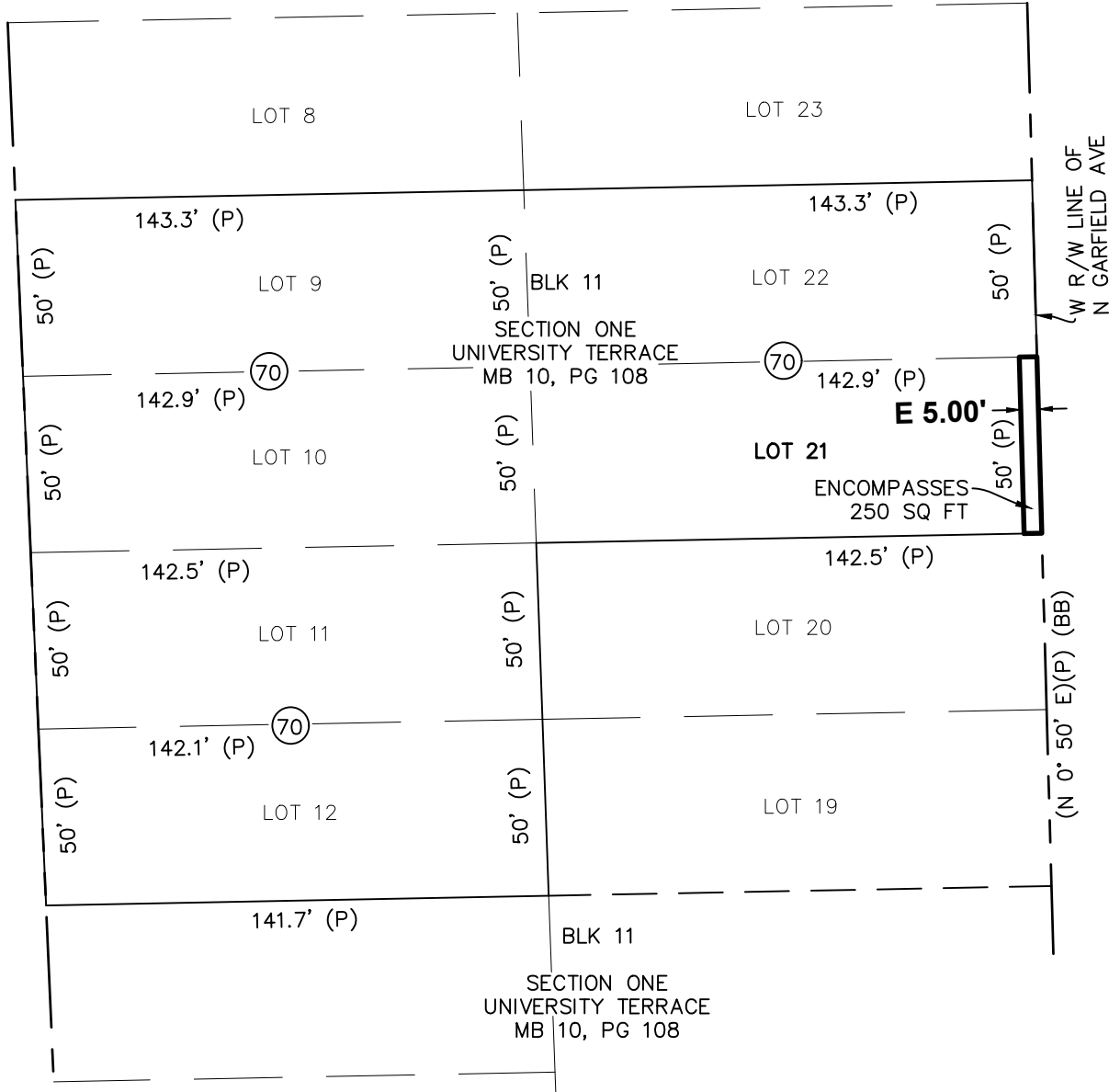
1 of 2

Sketch and Description:

THIS IS NOT A SURVEY



N ARLINGTON AVE



N GARFIELD AVENUE
(55' PUBLIC RIGHT-OF-WAY)(C)

PARCEL ID	ALTERNATE KEY	OWNER	ADDRESS
(70)	09173044110090	2218312 VISCONTI ANTHONY J III &	621 N ARLINGTON AVE DELAND 32724

NOT VALID WITHOUT
SHEETS 1 AND 2 OF 2.

Drawn by: JTF

Date: 11/21/23

Job No. D0918.1

Scale: 1"=50'

File: D0918.1_P70.DWG



www.cphcorp.com

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500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841

State of Florida License:
Surveyor No. LB7143

© 2023

621 N ARLINGTON AVE

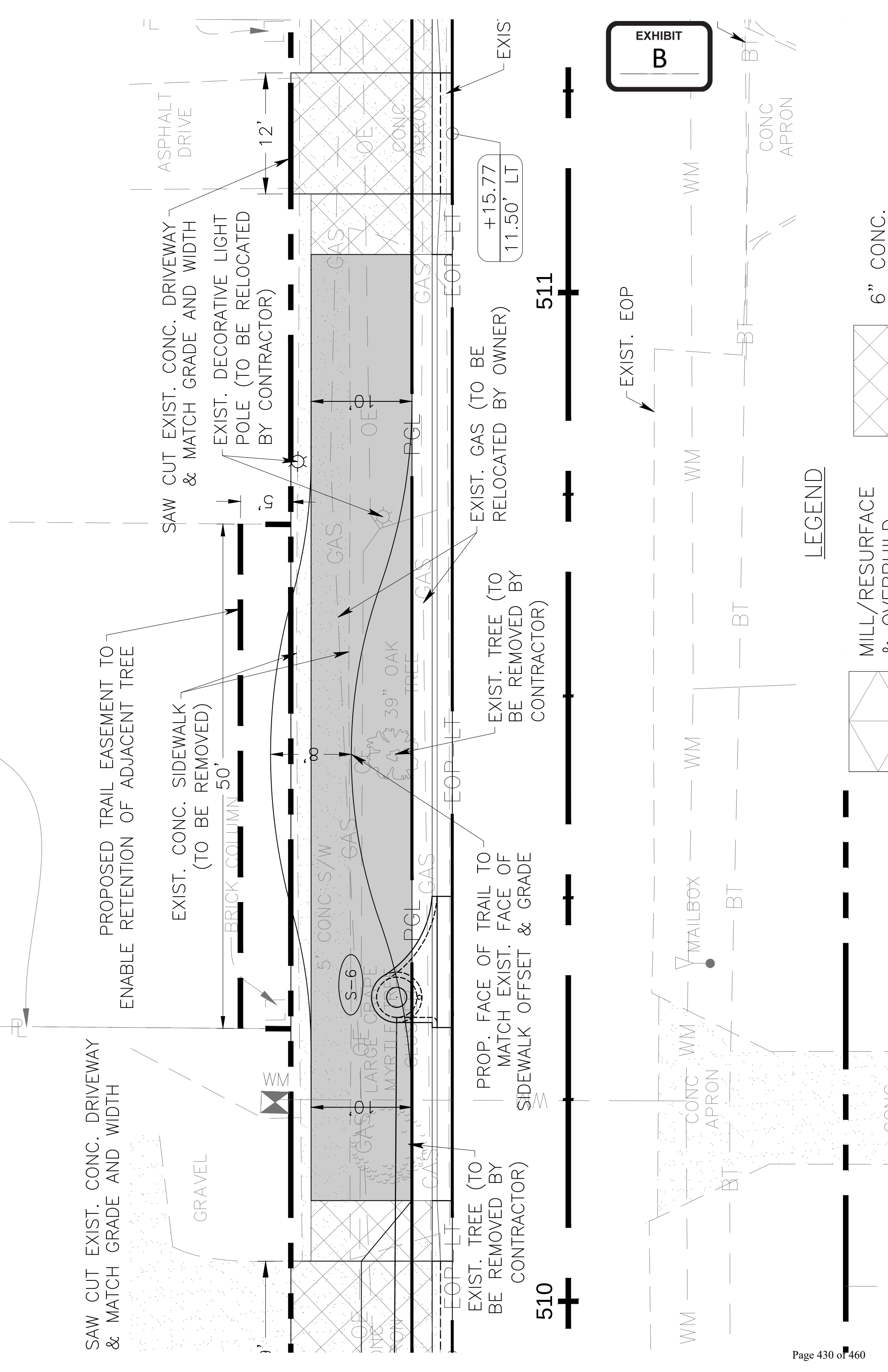
SECTION 9-TOWNSHIP 17 SOUTH-RANGE 30 EAST
DELAND, VOLUSIA COUNTY, FLORIDA

SKETCH AND DESCRIPTION

Sheet

2

2 of 2



CITY OF DELAND
Request for Commission Action
December 4, 2023

SUBJECT: Consideration re Appointment of City Commission Representative to a Selection Committee for Architectural Services Consultant.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS:

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

SUMMARY/HIGHLIGHT:

This year, the City has conducted a selection process pursuant to the Consultants Competitive Negotiation Act for engineering and surveying consultants to provide continuing civil, transportation, utility engineering and surveying services for various City projects.

Due to the need for architectural services, staff recommends that a new selection and competitive negotiation process be performed to select consultants for future projects.

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 of their board to serve on a selection committee for architectural services consultant selection.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
December 4, 2023

SUBJECT: Resolution Approving the Removal of one 33" DBH Historic Tree Located at 1101 South Amelia Avenue.

DEPARTMENT: Public Works

PREPARED BY: Mariellen Calabro

ATTACHMENTS: Resolution , Location Map and Photo Log, Tree Advisory Committee Meeting Minutes

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

SUMMARY/HIGHLIGHT:

Mead & Hunt, a contractor for the City of DeLand, has requested permission to remove one historic tree located at 1101 S. Amelia Ave. The Land Development Regulations require that, before the removal of any historic trees should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

The City Forester has determined that the tree proposed for removal is a 33" DBH historic Live Oak in poor condition. The contractor would like to remove the tree due to its deteriorated condition and location adjacent to a proposed storage and staging area for the water treatment facility expansion project.

At their November 14th meeting, the Tree Advisory Committee recommended approval of the removal of the 33" DBH Live Oak tree due to its deteriorated condition.

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

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

This tree removal and required replacement support the Strategic Plan Focus Areas of Maintaining a Safe Community and Preparing for the Future/Sustainability.

SUSTAINABILITY:

The required replacement for this tree removal will help maintain the City's urban canopy coverage.

FISCAL IMPACT:

Removal, replacement, and disposal costs of this tree will be included as part of the new water treatment facility project.

RECOMMENDATION:

At their November 14th meeting, the Tree Advisory Committee recommended approval of the removal of one 33" DBH Live Oak tree located at 1101 S Amelia Ave due to its deteriorated condition and proximity to

a staging area for the new water treatment facility. The Tree Advisory Committee recommended that one hundred percent DBH replacement be required for this historic tree. The minimum size for replacement trees is six-inch caliper and seventeen feet height.

Staff recommends that the City Commission approve the removal of the 33” DBH historic tree with the requirement that the applicant replace the tree with trees of a minimum six-inch caliper and seventeen feet height such that 33 total inches DBH of replacement trees are provided.

BACKGROUND/DISCUSSION:

Attached is a copy of the project location map and Photo Log. The Minutes from the November 14th Tree Advisory Committee meeting are also attached.

RESOLUTION NO. 2023 –

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
APPROVING THE REMOVAL OF ONE HISTORIC TREE LOCATED AT 1101
SOUTH AMELIA AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Mead & Hunt is requesting permission to remove one (1) historic tree located at the proposed water treatment facility expansion staging area located at 1101 S. Amelia Ave.; and

WHEREAS, the City's Forester has determined that the 33" DBH tree is historic and in poor condition; and

WHEREAS, on November 14, 2023, the Tree Advisory Committee recommended approval for the removal of the historic tree due to its deteriorated condition and that one hundred percent DBH replacement be required for the historic tree with a minimum size for replacement trees of six (6) inch caliper and seventeen (17) feet height.

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

Section 1. The City Commission hereby approves the request for removal of one historic tree located at 1101 South Amelia Avenue, with a replacement requirement of one hundred percent DBH.

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

PASSED AND DULY ADOPTED this 4th day of December, 2023.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

1101 S Amelia
33" DBH Live Oak
TREE23-030













Tree Advisory Committee Agenda

November 14, 2023

Call to Order: Howard Jeffries, acting as chair, called the meeting to order at 5:25 PM.

Roll Call: **Members:** Howard Jeffries, Steve Edgar, Dana Venrick, Dani Keller, Suze Peace
 City Staff: Corrigan Loduha, Chris Jackson, Kit Dennis, and Mariellen Calabro
 Guests: Harry Delashmutt

Approval of the Minutes of the Previous Meeting: Suze Peace motioned to approve the minutes of the last meeting, and Dana seconded the motion. The motion carried.

Old Business:

City Nursery: Chris Jackson reported that the City Nursery has now relocated to its new temporary site, still at the Public Works compound, closer to the Garfield Ave gate.

Code of Ordinance Update: Mariellen Calabro stated there were no updates at this time. Howard Jeffries inquired about the inclusion of guidelines or recommendations for the types of trees that may be planted in certain areas of new residential developments, specifically along the ROW. Mariellen acknowledged the problems sometimes caused by large trees in community ROWs, and she advised that the Tree Advisory Committee might instead consider the creation and/or distribution of literature and guidelines to educate the public. She also reminded members that there is content within the existing ordinance that may be utilized to guide and inform. Members briefly discussed canopy and understory trees that could be considered appropriate choices for these locations.

Adopt-a-Tree: There were no new updates at this time.

WRF Plant Expansion Historic Tree Removals: Mariellen Calabro told members that the commission had approved the removals as proposed but that the trees had not been taken out yet.

Historic Tree Removal at DeLand High School: Mariellen Calabro confirmed that the removal had been approved by the City Commission but that the tree had not yet been removed.

New Business:

Introducing the New City Forester: Mariellen Calabro introduced members to the City's newly promoted City Forester, Kit Dennis. Kit has been with the City for ten years now, starting as a Foreman, and working up to Superintendent and now Forester. He is also an ISA Certified Arborist.

Historic Tree Removal at 217 Meghan Cir: Chris Jackson presented photos showing the location and condition of the 34" DBH Live Oak that the Victoria Oaks community HOA has applied for removal. The HOA submitted an arborist's report with their application, and Chris supplied this report for members to review, as well. In viewing the photos, members could observe the areas at the oak's base that had been damaged, as well as numerous cavities up and down the main trunk. Members also noted parts of the tree which had been pruned improperly and likely contributed to its overall decline. Suze Peace made a motion

to recommend approval of the Live Oak's removal, on the condition of adherence to appropriate replacement requirements. Dana Venrick seconded the motion, and all remaining members present were in favor.

Historic Tree Removal at 1101 S Amelia: Chris Jackson presented photos and documentation to members for the second Historic Tree Removal, a 33" DBH Live Oak located on the grounds at Public Utilities. Photos show obvious and significant damage and decline to the tree's trunk and crown, which members discussed before holding a vote. Dani Keller motioned to approve the oak's removal with the condition that proper replacement requirements are observed. Dana Venrick seconded the motion, and all remaining members present were in favor.

Comments from Members: Harry Delashmutt attended to present to the committee on tree pruning issues his neighborhood is experiencing. The concerns surround the landscaping companies hired by the HOA to maintain trees in the community. Many of the trees are being subjected to excessive over-pruning that could lead to their health decline and demise. Residents have attempted to bring these concerns to the HOA, and to the community manager tasked with hiring landscaping services, but the concerns have not been acknowledged. The residents hope to appeal to the City to intervene and advocate on their behalf. Harry told members he would like to see if the Tree Advisory Committee might be able to address some of the common misconceptions around tree pruning practices in a manner that would inform and educate the public. He pointed out the importance of actively promoting proper care practices in upholding DeLand's proud title of Tree City USA. Members discussed whether the section of the City ordinance concerning Tree Abuse might be applied. Mariellen affirmed that the section could indeed potentially be used to build a case for Tree Abuse. She requested that the addresses and locations of as many affected trees as possible be collected so that the necessary details may be submitted to Code Enforcement to investigate.

Suze Peace announced that she and Cathy Lowenstein have now received the TREEmendous Tour map made for them by Steve Kintner and will continue to keep members informed of their progress on the tour.

Adjourn: The meeting was adjourned at 6:15 PM.

Next Meeting: December 12, 2023

CITY OF DELAND
Request for Commission Action
December 4, 2023

SUBJECT: Resolution Approving the Removal of one (1) Historic Tree Located on Common Area between 215 and 217 Meghan Circle.

DEPARTMENT: Public Works

PREPARED BY: Mariellen Calabro

ATTACHMENTS: Resolution , Arborist Inspector Photos and Location Map, Tree Advisory Committee Meeting Minutes, Private Arborist Report

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

SUMMARY/HIGHLIGHT:

As Part of Permit TREE23-031, James Guenther with Tip Top Tree Experts L.L.C., a contractor for the Victoria Oaks Homeowners Association, has requested permission to remove one historic tree located in the Common Area between 215 and 217 Meghan Circle. The Land Development Regulations require that, before the removal of any historic trees should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

The City Forester has determined that the tree proposed for removal is a 34" DBH historic Live Oak in poor condition. The HOA would like to remove the tree due to its deteriorated condition posing a potential hazard to the adjacent structures.

At their November 14th meeting, the Tree Advisory Committee recommended approval of the removal of the 34" DBH Live Oak tree due to its deteriorated condition.

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

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

This tree removal and required replacement support the Strategic Plan Focus Areas of Maintaining a Safe Community and Preparing for the Future/Sustainability.

SUSTAINABILITY:

The required replacement for this tree removal will help maintain the City's urban canopy coverage.

FISCAL IMPACT:

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

RECOMMENDATION:

At their November 14th meeting, the Tree Advisory Committee recommended approval of the removal of one 34" DBH Live Oak tree located in Common Area between 215 and 217 Meghan Circle due to the tree's

deteriorated condition posing a potential hazard to adjacent properties. The Tree Advisory Committee recommended that one hundred percent DBH replacement be required for this historic tree. The minimum size for replacement trees is six-inch caliper and seventeen feet height.

Staff recommends that the City Commission approve the removal of the 34" DBH historic tree with the requirement that the applicant replace the tree with trees of a minimum six-inch caliper and seventeen feet height such that 34 total inches DBH of replacement trees are provided.

BACKGROUND/DISCUSSION:

Attached is a copy of the Arborist Inspector's PowerPoint which contains a location map and Photo Log. The Minutes from the November 14th Tree Advisory Committee meeting are also attached along with a private arborist report.

RESOLUTION NO. 2023 –

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
APPROVING THE REMOVAL OF ONE HISTORIC TREE LOCATED ON
COMMON AREA BETWEEN 215 AND 217 MEGHAN CIRCLE; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Victoria Parks Homeowners Association is requesting permission to remove one (1) historic tree located on common area between 215 and 217 Meghan Circle; and

WHEREAS, the City's Forester has determined that the 34" DBH tree is historic and in poor condition; and

WHEREAS, on November 14, 2023, the Tree Advisory Committee recommended approval for the removal of the historic tree due to its deteriorated condition and also recommended that one hundred percent DBH replacement be required for the historic tree with a minimum size for replacement trees of six (6) inch caliper and seventeen (17) feet height.

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

Section 1. The City Commission hereby approves the request for removal of one historic tree located in the common area between 215 and 217 Meghan Circle, with a replacement requirement of one hundred percent DBH.

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

PASSED AND DULY ADOPTED this 4th day of December, 2023.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

218 Meghan Cir
34" DBH Live Oak
TREE23-031

















Tree Advisory Committee Agenda

November 14, 2023

Call to Order: Howard Jeffries, acting as chair, called the meeting to order at 5:25 PM.

Roll Call: **Members:** Howard Jeffries, Steve Edgar, Dana Venrick, Dani Keller, Suze Peace
 City Staff: Corrigan Loduha, Chris Jackson, Kit Dennis, and Mariellen Calabro
 Guests: Harry Delashmutt

Approval of the Minutes of the Previous Meeting: Suze Peace motioned to approve the minutes of the last meeting, and Dana seconded the motion. The motion carried.

Old Business:

City Nursery: Chris Jackson reported that the City Nursery has now relocated to its new temporary site, still at the Public Works compound, closer to the Garfield Ave gate.

Code of Ordinance Update: Mariellen Calabro stated there were no updates at this time. Howard Jeffries inquired about the inclusion of guidelines or recommendations for the types of trees that may be planted in certain areas of new residential developments, specifically along the ROW. Mariellen acknowledged the problems sometimes caused by large trees in community ROWs, and she advised that the Tree Advisory Committee might instead consider the creation and/or distribution of literature and guidelines to educate the public. She also reminded members that there is content within the existing ordinance that may be utilized to guide and inform. Members briefly discussed canopy and understory trees that could be considered appropriate choices for these locations.

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WRF Plant Expansion Historic Tree Removals: Mariellen Calabro told members that the commission had approved the removals as proposed but that the trees had not been taken out yet.

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to recommend approval of the Live Oak's removal, on the condition of adherence to appropriate replacement requirements. Dana Venrick seconded the motion, and all remaining members present were in favor.

Historic Tree Removal at 1101 S Amelia: Chris Jackson presented photos and documentation to members for the second Historic Tree Removal, a 33" DBH Live Oak located on the grounds at Public Utilities. Photos show obvious and significant damage and decline to the tree's trunk and crown, which members discussed before holding a vote. Dani Keller motioned to approve the oak's removal with the condition that proper replacement requirements are observed. Dana Venrick seconded the motion, and all remaining members present were in favor.

Comments from Members: Harry Delashmutt attended to present to the committee on tree pruning issues his neighborhood is experiencing. The concerns surround the landscaping companies hired by the HOA to maintain trees in the community. Many of the trees are being subjected to excessive over-pruning that could lead to their health decline and demise. Residents have attempted to bring these concerns to the HOA, and to the community manager tasked with hiring landscaping services, but the concerns have not been acknowledged. The residents hope to appeal to the City to intervene and advocate on their behalf. Harry told members he would like to see if the Tree Advisory Committee might be able to address some of the common misconceptions around tree pruning practices in a manner that would inform and educate the public. He pointed out the importance of actively promoting proper care practices in upholding DeLand's proud title of Tree City USA. Members discussed whether the section of the City ordinance concerning Tree Abuse might be applied. Mariellen affirmed that the section could indeed potentially be used to build a case for Tree Abuse. She requested that the addresses and locations of as many affected trees as possible be collected so that the necessary details may be submitted to Code Enforcement to investigate.

Suze Peace announced that she and Cathy Lowenstein have now received the TREEmendous Tour map made for them by Steve Kintner and will continue to keep members informed of their progress on the tour.

Adjourn: The meeting was adjourned at 6:15 PM.

Next Meeting: December 12, 2023

Tip Top Tree Experts llc.

Telephone#: 352-750-9056

Mailing Address: Po.Box 891 Weirsdale, Fl. 32195

Arborist: James Guenther

Arborist # FL-9767A

Condition Class: Excellent:80-100% Good:60-80% Fair:40-60% Poor:20-40% Very Poor:0-20%

Condition:=

5-EXCELLENT: tree is without any visible symptoms

4-GOOD: no apparent problem

3-FAIR: minor problems.

2-POOR: major problems with

1-VERY POOR: extreme

Tree Information:

Species: Live Oak (*Quercus virginiana*)

DBH (Diameter at Breast Height): 31 inches

Location: Approx. 218 Meghan Cir, Deland, Florida

Height: 50 feet

Canopy Width: 10 feet

_Condition Assessment: 2

The Live Oak located near 218 Meghan Cir in Deland, Florida, has been assessed, and the following observations have been made:

Improper Pruning Techniques:

The tree has been subjected to improper pruning techniques in the past. This can lead to long-term structural issues and potential health decline. The effects of improper pruning may not be immediately evident, but they could impact the tree's overall health and stability over time.

Old Base Damage:

The tree exhibits signs of old damage to the base that have not healed properly. This kind of damage can weaken the tree's structural integrity and create points of vulnerability for disease and pests to enter.

Cavities in Main Trunk:

Numerous cavities are observed within the main trunk of the tree. These cavities can compromise the tree's strength and stability, potentially leading to structural failure in the future.

Proximity to Structures:

The tree is situated between two homes, raising concerns about potential risks associated with structural failure. Any instability or compromised structural integrity in the tree could pose a risk to the nearby properties.

Absence of Fungal Signs:

While there are no signs of fungal activity on the tree, the presence of cavities and other structural issues indicates potential internal decay that might not be immediately visible.

Structural Assessment:

Conduct a thorough structural assessment of the tree's overall health and stability. This should involve evaluating the extent of internal decay, the impact of cavities, and the potential risks associated with the old base damage.

Proper Pruning and Maintenance:

Implement proper pruning techniques to address the effects of previous improper pruning. This will promote healthy growth patterns and reduce the risk of structural issues in the future. Regular maintenance, including deadwood removal and crown thinning, can also enhance the tree's health.

Stability Measures:

If the structural assessment reveals any significant weaknesses or concerns, consider implementing stability measures such as cabling or bracing to reinforce the tree's stability and reduce the risk of failure.

Long-Term Monitoring:

Establish a long-term monitoring plan for the tree's health and structural integrity. Regular assessments by a certified arborist will help track the tree's response to recommended measures and address any emerging issues promptly.

Conclusion:

The Live Oak located near 218 Meghan Cir displays signs of improper pruning, old base damage, and cavities in the main trunk. While no fungal activity is currently observed, internal decay could still be present. It is crucial to conduct a comprehensive structural assessment and follow the recommended measures to ensure the tree's health, stability, and safety, especially considering its proximity to structures.

This report serves as an initial assessment and provides recommendations based on the observed condition of the tree.

Mitigation

Removal and replacement, In more suitable location

James Guenther

Arborist # FL-9767A

CITY OF DELAND
Request for Commission Action
December 4, 2023

SUBJECT: Consideration re Change of Meeting Date, New Year's Day Holiday.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS:

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

SUMMARY/HIGHLIGHT:

The first regular City Commission meeting in January is scheduled for Monday, January 1, 2024, which is the New Year's 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.

Staff is requesting that the City Commission reschedule the meeting for Wednesday, January 3, 2024.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the City Commission reschedule the January 1, 2024, regular City Commission meeting for Wednesday, January 3, 2024.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
December 4, 2023

SUBJECT: Consideration re Change of Meeting Date, Dr. Martin Luther King, Jr. Holiday.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS:

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

SUMMARY/HIGHLIGHT:

The second regular City Commission meeting in January is scheduled for Monday, January 15, 2024, which is the Dr. Martin Luther King, Jr. 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.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended that the City Commission reschedule the January 15, 2024, regular City Commission meeting for Wednesday, January 17, 2024.

BACKGROUND/DISCUSSION:

N/A