RESOLUTION NO. 2025-70

A RESOLUTION OF CITY OF DELTONA, FLORIDA; APPROVING A SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF DELTONA AND AXIS INFRASTRUCTURE, INC. ISSUED PURSUANT TO RFP# 23003; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, on May 3, 2023, the City of Deltona (the "City") and Axis Infrastructure (the "Consultant") entered into the Agreement Between City of Deltona and Axis Infrastructure (the "Agreement"), pursuant to an award by the City Commission under RFP# 23003 (the "RFP"); and

WHEREAS, on February 3, 2025, the City and Consultant entered into the Amendment to Agreement Between City of Deltona and Axis Infrastructure (the "Amendment"), which resulted in an expedited timeline for required revisions to the City's Comprehensive Plan and an increase in total compensation; and

WHEREAS, pursuant to discussion by the City Commission at the March 29, 2025, Special City Commission Meeting, the City and Consultant desire to further amend the Scope of Services to include additional master planning services; and

WHEREAS, the amended Scope of Services will result in additional master plans related to the City's Uptown and Activity Nodes that can be incorporated into the City's Comprehensive Plan revisions; and

WHEREAS, the total compensation will increase from an amount not to exceed \$263,140.00 to an amount not to exceed \$407,520.00, as described in the Second Amendment to Agreement Between City of Deltona and Axis Infrastructure (the "Second Amendment") attached as Exhibit "A."

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

- <u>Section 1</u>. <u>Recitals Adopted</u>. That each of the above recitals are hereby adopted, confirmed, and incorporated herein.
- <u>Section 2</u>. <u>Purchase Approved</u>. That the Second Amendment, in substantially the form which is attached hereto, is approved, and the City Manager or his designee is authorized to accept and execute the Amendment once approved by the City Attorney as to form and legal sufficiency.
 - **Section 3**. **Implementation**. That the City Manager is hereby authorized to take

any action which is necessary to implement this Resolution.

<u>Section 4</u>. <u>Effective Date</u>. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY	Y COMMISSION OF THE C	ITY OF	
DELTONA, FLORIDA, THIS DAY OF		_, 2025.	
BY:			
	Santiago Avila, Jr., MAYOF	₹	
ATTEST:			
Joyce Raftery, CMC, MMC, CITY CLERK			
boyce realery, owo, willo, or r occurr	Name	Yes	No
A 1 (6 11 12)	Avila-Vazquez		
Approved as to form and legality	Colwell		
for use and reliance of the City of	Heriot		
Deltona, Florida	Howington		
Belleria, i lorida	Lulli		
	Santiago		
	Avila	ļ	I
TG Law, PLLC, CITY ATTORNEY			

SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF DELTONA AND AXIS INFRASTRUCTURE

This Second Amendment to the Agreement Between City of Deltona and Axis Infrastructure ("Second Amendment") is made as of 07//2025, (the "Effective Date") between the City of Deltona, Florida, a Florida municipal corporation, with its principal place of business located at 2345 Providence Boulevard, Deltona, Florida 32725 (the "City") and Axis Infrastructure, LLC a Georgia limited liability company, with its principal place of business located at 70 Mansell Ct., Suite 200, Roswell, Georgia 30076 (the "Consultant") with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the City and Consultant entered into the Agreement Between City of Deltona and Axis Infrastructure on May 3, 2023 (the "Agreement"); and

WHEREAS, the City and Consultant entered into the Amendment to Agreement Between City of Deltona and Axis Infrastructure on February 3, 2025 (the "Amendment"); and

WHEREAS, the City and Consultant desire to further amend the Scope of Services to include additional master planning services; and

WHEREAS, the City and Consultant desire to amend the term of the Agreement to allow additional time for completion of the Scope of Services.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agreement is hereby amended to incorporate the following:

- 1. **Amendment of Article 2. Scope of Services.** Article 2. Scope of Services, Section 2.1 shall be amended as follows:
 - 2.1. On the terms and conditions set forth in this Agreement, City hereby engages Consultant to provide the services as described in the attached Exhibit A, Scope of Services dated January 14, 2025 June 26, 2025.
 - 2.2. The services, as described in RFP# 23003, to be rendered by the Consultant, shall be for the duration of the project and may include any additional related work that may be needed up to a period of two years <u>following the completion of the project</u>.
- 2. **Amendment of Article 3. Compensation.** Article 3. Compensation, Section 3.1 shall be amended as follows:
 - 3.1 The City agrees to compensate Axis Infrastructure for services in the amount of <u>two</u> hundred sixty three thousand one hundred and forty dollars (\$263,140.00) four hundred and one thousand five hundred and twenty dollars (\$407,520.00) for work performed, completed and accepted by the City's representative.

3. **Ratification of Agreement.** The Agreement, as modified by the Amendment and this Second Amendment, remains in full force and effect. In the event of any conflict between the Agreement, as modified by the Amendment, and this Second Amendment, the terms and conditions of this Second Amendment will apply.

IN WITNESS WHEREOF, Consultant has signed and delivered this Agreement, and the City has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

City of Deltona	Axis Infrastructure, LLC
By:	By:
Attest: Joyce Raftery City Clerk	
Approved as to form and legal sufficiency for	the use and reliance of the City of Deltona only
By: TG Law, PLLC, City Attorney	

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City requires all consultants doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subconsultants.

☐ Check here to confirm proof of enrollment in E-Ve	rify has been attached to this Affidavit.
In the presence of:	Signed, sealed and delivered by:
Witness #1 Print Name: Print N	ame:
	Title: Name:
ACKNOWLED State of Florida	
County of	
The foregoing instrument was acknowledged before me notarization, this day of	by means of □ physical presence or □ online _, 20, by (type of authority) for
(name of party on behalf of whom instrument is	s executed).
	Notary Public (Print, Stamp, or Type as Commissioned)
Personally known to me; or	
Produced identification (Type of Identification:_)
Did take an oath; or	
Did not take an oath	

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, I hereby affirm under penalty of perjury that:

1. I have read Section 787.06, Florida Statutes, and und with the requirement that, upon execution, rer nongovernmental entity and a governmental entity absence of coercion in labor or services.	newal, or extension of a contract between a
2. I am an officer or representative of	, a nongovernmental entity.
3 does not use coercion section of the law.	for labor or services as defined in the relevant
In the presence of:	Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:
	ame:
Witness #2 Print Name: Entity	Title: Name:
OATH OR AFFI	RMATION
State of Florida	
County of	
Sworn to (or affirmed) and subscribed before me by mean notarization, this day of	ans of □ physical presence or □ online
notarization, this day of (name of person) as	(type of authority) for
(name of party on behalf of whom instrument is	s executed).
Personally known to me; or Produced identification (Type of Identification: Did take an oath; or	Notary Public (Print, Stamp, or Type as Commissioned)
Did not take an oath	

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by ethe government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1.	("entity") does not meet any of
the criteria in paragraphs (2)(a)-(c) of Section	1 287.138, F.S.
In the presence of:	Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:
Witness #1 Print Name: Print	t Name:
	Title:
Witness #2 Print Name: Entire	ty Name:
OATH OR AF	FIRMATION
State of Florida	
County of	
Sworn to (or affirmed) and subscribed before me by representation, this day of	
notarization, this day of	(type of authority) for
(name of person) as (name of party on behalf of whom instrumen	t is executed).
	Notary Public (Print, Stamp, or Type as Commissioned)
Personally known to me; or	,
Produced identification (Type of Identificatio	n:)
Did take an oath; or	
Did not take an oath	

EXHIBIT A – SCOPE OF SERVICES



3/27/2023 Edited 1/14/2025

Joe Ruiz City of Deltona Planning and Development Services 2345 Providence Boulevard Deltona, FL 32725

RE: Scope of Services and Fee Schedule for RFP 23003

Mr. Ruiz,

Please find the following as our submittal of a formal scope of services and fee schedule for RFP #23003. Based on our discussions, we have revised the scope to reflect some of the additional information that the city staff has requested and identified below.

Scope of Services

Phase 1

I. Current City Data Analysis: This step of the process will include time spent by Project Team to read through the Strategic Plan – Deltona 2040 and Comprehensive Plan related documents, goals, objectives, and policies, Vision Deltona 2026, any other masterplans, land development code and documents recommended by City staff and elected officials. During this time, meetings will be scheduled with City leadership. A total of six virtual interviews/meetings are anticipated and attendees to those meetings will be coordinated between the City Manager or designee and the Project Team. Attendees may include department directors or leadership of partner agencies that provide services in the community.

The investigation will include a modified version of a Strength, Weakness, Opportunities, and Threats (SWOT) analysis. The infrastructure analysis includes location and use trends of major infrastructure components provided by various departments, reports, permits and interviews. It will also include an review of Deltona's infrastructure policies and development patterns as they pertain to sustainable and resilient community development opportunities. *Project time estimated to be four (4) months to complete.*

II. Public Engagement and Outreach: This step of the process will include all the public outreach and will incorporate the knowledge obtained through the Current City Data Analysis step. Specific anticipated outreach include:

Four public workshops withthe public at large, including elected and appointed officials, will be held that focus on specific topics and include presentations by the Project Team. (Workshop: a planned learning event in which participants are expected to be actively involved and participating in discussion sessions.) These workshops may occur throughout the project period and serve as opportunities to present to the City Commission on public sentiment or offer technical assistance and presentations about topics of concern that arise during the project. This may also serve as an opportunity for the city and Axis team to solicit

feedback related to initial findings and pre-draft report analysis to ensure appropriate direction is being taken.

The format may include graphics and/or renderings of concepts that help explain technical ideas to the general public.

At least one workshop will be held on a weekend day.

The Project Team will use opportunities to reach the public through planned City events and activities that allow participants to set up tents and tables. It is anticipated that the Team will attend two events however, attendance will be dependent on event schedules.

It is important to ensure all parties have an opportunity to attend an event, complete a survey, or submit their input. If additional time is requested from leadership, this timeline may be extended, or additional input opportunities may be added. These additions will need to be approved through scope modification and an agreement regarding additional costs. *Project time estimated to be five (5) months to complete.*

- III. Compilation and Analysis of Input: This step will include the analysis of the comprehensive plan/code review and all input received through the public participation and outreach opportunities. This phase will also include an audit and preliminary discussion of recommendations or best management practices related to potential policy changes. A report or memo will be developed for City staff to review. This step includes the process of coordination and editing between staff and the Project Team. *Project time estimated to be two (2) months to complete.*
- IV. ,. The *Deltona Vision 2050 Roadmap* will establish a community-driven vision for the future of Deltona, serving as the cornerstone for the City's Comprehensive Plan Update. This highly graphical and accessible document will outline the City's Vision Statement, Guiding Principles, and Implementation Strategies, cultivated through a collaborative fourpart public workshop series. Together, these items will offer a community-led framework for analyzing and updating each element of the Comprehensive Plan. Appended to this document will be a summary of the workshop series, coupled with an analysis of existing conditions identified during the visioning process.

Part of the analysis will include strengths, weaknesses and opportunities, and basic concepts which may support alternative land use patterns. Included in this step of the process will be one workshop with the City Commission. An appendix to this report will include summaries of the public engagement workshops. *Project time estimated to be six (6) months to complete.*

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VI. Reimbursables: This task includes additional items, either direct or indirect costs, related to travel, printing/production, website development and hosting, additional meetings outside of the scope of work, etc. This is provided as a not to exceed amount based on the scope of services. Additional services may also

be negotiated as a lump sum fee or hourly not to exceed based on the fee schedule provided in the RFP 23003 response.

Total Project Time Estimate: 16 months

Phase 1 Fee Summary (Lump Sum / percent complete)

Task I Current Data and Transportation Analysis		\$42,000
Task II: Public Engagement		\$37,890
Task III: Compilation of Analysis and Input		\$9,200
Task IV: Vision Roadmap	\$26,700	

Lump Sum Deliverable Fee Task I-III \$115,790

Task VI: Reimbursable Expenses (Not to Exceed) \$5,200

Total \$120,990

Phase 2 Comprehensive Plan Update

I. Comprehensive Plan Update – Review/Transmittal/Adoption

During this phase, the team will update the Comprehensive Plan elements and go back to the community through a short series of public engagement tasks to confirm the plans overarching direction, identify the long-term "to-do" list of actions, and understand community priorities.

A draft updated Comprehensive Plan document, including the vision statement; Data, Inventory, and Analysis (DIAs); goals, objectives, and policies (GOPs); and maps or graphs for each plan element, will be finalized and presented for review by city staff, the Planning and Zoning Board and City Council. The draft updated plan will synthesize information from all the previous phases.

- i. The basis for the draft update will draw from Phase 1 public engagement.
- ii. The city will provide support of the formatting and ADA compliance of any online documents.
- iii. It is planned to be a simplified, user-friendly, document.

The following Elements are anticipated to be provided through this update:

- Future Land Use
- Transportation
- Conservation
- Recreation and Open Space
- Infrastructure

- Housing
- Capital Improvements
- Intergovernmental Coordination
- Property Rights (Per F.S.)

New Elements (Optional) to consider as part of an add-on service included in the Fee Schedule.

- Economic Development and Redevelopment
- Possible Resiliency Element

Deliverables: Draft updated Deltona Comprehensive Plan document, including vision statement; data, inventory, and analysis (DIAs), goals, objectives, and policies (GOPs), and maps for each plan element.

- Two rounds of Staff Edits and Comment Response
- Transmittal hearings with Planning and Zoning Board and City Council
- One Round Planning and Zoning Board Edits and Comments
- One Round City Council Edits and Comments

II. Community Conversation Part 2

This public engagement round will provide the public with an opportunity to review the draft plan document and to help prioritize action on implementation. The Axis team will use ranking and voting games, through instant-result polling tools and graphic-heavy displays highlighting key themes and priorities. The goal is to engage attendees in reviewing and prioritizing the plan themes and key initiatives.

In the first round of engagement, this event series will include primarily in-person engagement to provide hands-on explanations of draft GOPs and how they impact community members. Public review of the plan document will be promoted on the website, through the city's notifications, social media, community networks, etc. The team will design, prepare materials, and lead the facilitation of the in-person events.

Deliverables: Potential Engagement Events: Up to 2 pop-up events along with one open house interactive review forum with online comments and reviews available.

III. Transmittal

The Axis team will prepare the necessary letters and documentation for the proposed amendments to Reviewing Agencies after the first reading. This includes a complete transmittal packet per DEO guidelines. This task also includes any additional edits and amendments that are a result of the

transmittal hearing process primarily limited to revisions, not including substantial plan organization or reconsideration of guiding principles.

Deliverables: DEO Transmittal Packet

IV. Adoption

After the review period concludes, the Axis team will prepare the final Comprehensive Plan for adoption, reflecting any changes required by the State Land Planning Agency and other reviewing organizations.

A final updated Deltona Comprehensive Plan document, including vision statement; data, inventory, and analysis (DIAs), goals, objectives, and policies (GOPs), and maps for each plan element This includes one round of DEO Transmittal Edits and comment response. Additional rounds may require additional funds.

The final Deltona Comprehensive Plan document will be presented to the City Council for adoption.

Deliverables: Adoption hearings with City Council

• 1 Printed Hardcopy and 1 Digital Copy

Phase 2 Fee Summary (Lump Sum / percent complete)

Task I Comprehensive Plan Update	\$92,000
Task II: Community Conversation Part 2	\$11,800
Task III: Transmittal	\$9,300
Task IV: Adoption	\$8,500
Subtotal Lump Sum Deliverable Fee Task I-IV	\$121,600
Task V: Reimbursable Expenses (Not to Exceed)	\$4,200
Task VI: Optional Element(s) Resiliency and Econ Dev	\$16,550
Total	\$142,150

Phase 3 Master Plan for Deltona's Uptown

I. Project Initiation & Analysis –

A kickoff meeting among city staff, officials, and consultants to confirm goals, schedule, and responsibilities.
 70 Mansell Ct., Suite 200, Roswell, GA 30076 | 678.395.4920 | axiscompanies.com

- Compile and review all relevant data, including existing land use, zoning, environmental, infrastructure planning and capacity, market conditions, civic and cultural identify, and the functionality with the nearby development patterns. Document existing conditions and identify opportunities and constraints (e.g. the impact of the dividing avenue, utility needs, environmental features).
- Establish site selection criteria with city staff.

Deliverables: Existing Conditions Report and Base Maps. Selected area.

II. Community Vision & Engagement –

- Stakeholder interviews (2) (e.g. focus groups of landowners, nearby residents, businesses).
- Intensive design charrette- design modelling (One Charette)
 - Development of urban design frameworks addressing or identifying:
 - Block structure and street hierarchy
 - Public realm enhancement opportunities
 - Open space integration and placemaking opportunities
 - Human-scaled building forms and massing
 - Mobility connections including pedestrian, bicycle, and transit linkages
- A focused developer's roundtable to gather additional information on projected market conditions and opportunities, real estate feasibility, investment barriers and development interest.
- Public Open House providing a summary of engagement and design activities.

Deliverables: Community Engagement Plan; Summary of Visioning Results; Preliminary Concept Sketches.

- III. Plan Development Land Use & Urban Design Translate the vision into design components that guide development and implement the strategies previously identified.
 - Develop a Regulating Plan or land use master plan.
 - Specify Transect zones (e.g. T4 General Urban, T5 Urban Center) to regulate the height, density and intensity
 of development, frontage standards to create a human-scaled public realm.
 - Identify potential opportunities and types of civic and cultural spaces.
 - Streetscape design examples.
 - Connectivity Plan for streets and pathways, bike lanes, and transit connections.

Deliverables: Draft master plan diagrams (land use, street network, open space), Illustrative Plan Renderings.

IV. Plan Refinement

• Policies & Guidelines – Develop the detailed policies to implement the plan – regulating building form, placement, and mix of uses, and guidelines for building heights, setbacks, frontage types, architectural guidelines, and parking (e.g. encouraging rear/structured parking). These items will be policy based with supporting example graphics.

Deliverables: Draft Downtown Master Plan Document (including maps, diagrams, and narrative), Draft Form-Based Guidelines (as an appendix or separate volume).

V. **Implementation Strategy & Final Plan** – Formulate a practical implementation roadmap. Consider programming and implementation needs to ensure appropriate functionality and accessibility.

Deliverables: Action Plan matrix listing short-, mid-, and long-term actions, responsible parties. Design and Planning Principles

Fee Schedule

<u>Phase 3 - Uptown Master Plan</u>	
Task I Project Initiation and Analysis	\$6,500
Task II Community Vision and Engagement	\$12,050
Task III Phase Development – Land Use and Urban Design	\$43,265
Task IV Plan Refinement	\$8,000
Task V Implementation Strategy and Final Plan	\$9,200
Task VI Reimbursable Expenses (Not to Exceed)	\$6,000
Phase 3 Uptown Master Plan Fee	\$85,015

Phase 4 Master Plan for Deltona's Activity Nodes

- I. Project Initiation, analysis and Node identification
 - A kickoff meeting among city staff, officials, and consultants to confirm goals, schedule, and responsibilities. This can be combined with Part 1 kick off efforts.
 - Compile and review all relevant data, including existing land use, neighborhood housing, density, historic properties, zoning, environmental, infrastructure capacity, transportation infrastructure accessibility.
 - Identification of strategic opportunity nodes based on criteria such as proximity to schools, parks, transit corridors, underused civic sites, vacant land, and aging commercial centers appropriate for redevelopment.
 - Transportation accessibility and regional connectivity assessment, with focus on how each node functions within the broader urban network. Accessing access, proximity, and centrality.
 - Development of node typologies within context of the following examples based on scale, character, and potential role in the city's urban structure.
 - Neighborhood Hub local serving, walkable node serving local housing and retail
 - o Town Center higher density, mixed-use with transit and civic anchors
 - Corridor Node linear infill development opportunity along key arterials
 - Prioritization of nodes based on:
 - Short public land and active community plans
 - Mid to long term potential aging commercial strips, large, underused sites
 - Planning for all
 - Where appropriate, the identification, typology development, and prioritization of nodes will draw from the methodologies and urban design frameworks established to ensure a consistent, city-wide planning approach.

Deliverable: Existing Conditions Report, Base Maps and Activity node opportunity maps with justification.

II. Visioning and urban design framework –

- Neighborhood Focus Group interviews limited to no more than two (2) (e.g. landowners, nearby residents, businesses)
- Intensive design charrette- design modelling for two (2) locations.
- Development of urban design frameworks for each node typology, addressing:
 - Block structure and street hierarchy
 - Public realm enhancements
 - Open space integration and placemaking opportunities
 - Human-scaled building forms and massing
 - Mobility connections including pedestrian, bicycle, and transit linkages

Deliverables: Community Engagement Plan; Summary of Visioning Results; Preliminary Concept Sketches.

III. Plan Development – Land Use & Urban Design – Translate the vision into plan components.

- Develop a Regulating Plan or land use master plan.
 - Specify type of typology to regulate the height, density and intensity of development, frontage standards, and commercial design standards to create a human-scaled public realm.
 - o Formulate accessibility standards to ensure appropriate functionality with surrounding neighborhood.
 - o Identify locations for small pocket parks and public spaces
 - Streetscape design
 - o Identify opportunities for green infrastructure

Deliverables: Draft Master Plan including illustrative renderings, design guidelines, and prescribed density and intensity charts for short-term, mid-term and long-term goals of the city.

IV. Implementation Strategy & Final Plan – Formulate a practical implementation roadmap.

- Identify implementation tools like policy amendments.
- Define phasing strategies.

Deliverable: Implementation Plan, Final Master Plan, and public presentation

All deliverables for Part I and Part II are intended to be created in a manner that allows seamless inclusion and/or reference with the Comprehensive Plan Update task.

\$8,200

Fee Schedule

Phase 4 Master Plan for Deltona's Commercial Nodes	ŝ
Task I Project Initiation and Identification of Node	

Task II Visioning and Urban Design Framework\$19,900Task III Plan Development – Land Use and Urban Design\$22,645Task IV Implementation Strategy and Final Plan\$8,620

Phase 4 Master Plan Commercial Nodes Fee \$59,365