

## RESOLUTION NO. 2025-95

**A RESOLUTION OF CITY OF DELTONA, FLORIDA;  
AUTHORIZING THE CITY MANAGER TO EXECUTE AN  
AMENDMENT TO THE AGREEMENT BETWEEN THE CITY  
OF DELTONA AND SEA LEVEL DEVELOPMENT, LLC  
ISSUED PURSUANT TO BID NO. PW24021; PROVIDING  
FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**

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**WHEREAS**, on March 26, 2025, the City of Deltona (the "City") and Sea Level Development, LLC (the "Contractor") entered into the Agreement Between City of Deltona and Sea Level Development, LLC (the "Agreement"), pursuant to an award by the City Commission under Bid No. PW24021 (the "Bid"); and

**WHEREAS**, the Contractor has provided satisfactory service under the Agreement; and

**WHEREAS**, in response to flooding and drainage concerns in the City's jurisdiction, the City now desires to have the ability to authorize additional mowing and maintenance work within the City's established budget; and

**WHEREAS**, the total compensation will increase from an amount not to exceed \$89,600.00 to an amount not to exceed \$225,400.00, as described in the Amendment to Agreement Between City of Deltona and Sea Level Development, LLC per Bid No. PW24021, which is attached hereto as Exhibit "A" (the "Amendment"); and

**WHEREAS**, the City Commission desires to authorize the City Manager to execute the Amendment.

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

**Section 1. Recitals Adopted.** That each of the above recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Purchase Approved.** That the 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.

**Section 4. Effective Date.** That this Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF  
DELTONA, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

BY: \_\_\_\_\_  
Santiago Avila, Jr., MAYOR

ATTEST:

\_\_\_\_\_  
Joyce Raftery, CMC, MMC, CITY CLERK

Approved as to form and legality  
for use and reliance of the City of  
Deltona, Florida

\_\_\_\_\_  
TG Law, PLLC, CITY ATTORNEY

Name	Yes	No
Avila-Vazquez		
Colwell		
Heriot		
Howington		
Lulli		
Santiago		
Avila		

EXHIBIT A

**AMENDMENT TO AGREEMENT BETWEEN THE CITY OF DELTONA  
AND SEA LEVEL DEVELOPMENT, LLC PER BID NO. PW24021**

This Amendment to the Agreement Between City of Deltona and Sea Level Development, LLC ("Amendment") is made as of \_\_/\_\_/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 Sea Level Development, LLC a Florida limited liability company, with its principal place of business located at 2977 Turnball Bay Rd, New Smyrna Beach, FL 32168 (the "Contractor") with each being referred to herein as a "Party" or collectively as the "Parties."

**WHEREAS**, the City and Contractor entered into the Agreement Between City of Deltona and Sea Level Development, LLC per Bid No. PW24021 on March 26, 2025 (the "Agreement"); and

**WHEREAS**, the Contractor has provided satisfactory service under the Agreement; and

**WHEREAS**, in response to flooding and drainage concerns in the City's jurisdiction, the City now desires to have the ability to authorize additional mowing and maintenance work within the City's established budget; and

**WHEREAS**, the City and Contractor desire to amend the Agreement for this purpose.

**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 3. Payment.** Article 3. Payment, Section 3.1 shall be amended as follows:

3.1 The City agrees to compensate Contractor for work performed, completed and accepted by the City's representative for services provided for this project at a total cost not to exceed Two Hundred Twenty Five Thousand Four Hundred Dollars and 00/100 (\$225,400.00) annually, which shall include at a minimum two mowing cycles per year at a price of Forty Four Thousand Eight Hundred Dollars and 00/100 (\$44,800.00) per mowing cycle ~~(twice per year or \$89,600.00)~~. Fees for any additional work needed will be agreed upon in writing prior to any service being completed.
2. **Ratification of Agreement.** The Agreement, as modified by this Amendment, remains in full force and effect. In the event of any conflict between the Agreement and this Amendment, the terms and conditions of this Amendment will apply.

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

City of Deltona,  
a Florida municipal corporation

Sea Level Development, LLC,  
a Florida limited liability corporation

By: \_\_\_\_\_  
Dale "Doc" Dougherty, ICMA-CM  
City Manager

By: \_\_\_\_\_  
Robin Hardman  
Manager

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