



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
JUNE 1, 2026 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION - Bishop Eugene Collier, New St. Johns Missionary Baptist Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC HEARING

PRESENTATIONS

1. Certificate of Appreciation

CONSENT AGENDA

1. Consideration, FDOT Public Transportation Grant Award 458317-1-94-01 for Airport Taxiway E Design Project.

Staff recommends that the City Commission approve the attached resolution and PTGA (Public Transportation Grant Agreement).

2. Consideration, FDOT Public Transportation Grant Award 454591-2-94-01 for Airport South-Central Apron Construction Project.

Staff recommends that the City Commission approve the attached resolution and PTGA (Public Transportation Grant Agreement).

3. Consideration re Approval of Professional Engineering Services — AVCON, Inc. for Taxiway E Realignment Design and Bidding.

Staff recommends that the City Commission approve the proposal from AVCON, Inc. to provide Professional Engineering Services to construct the Taxiway E realignment design and bidding for a fee not to exceed \$120,000.

4. Consideration, Utility Service Agreement for Country Club Pointe Redevelopment

Staff recommends that the City Commission approve the attached Utility Service Agreement for Country Club Pointe Redevelopment.

5. Grant of temporary authorization to the St. Johns River Water Management District to install water monitoring equipment adjacent to Lake Gertie.

Approval of agreement authorizing the District to install scientific equipment in the Lake Gertie area on City owned property.

6. Approval of Minutes for the regular meetings of May 5, May 19, and June 2, 2025 and the regular Meeting of May 18, 2026.

Approval of minutes.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

BOARD APPOINTMENT

OLD BUSINESS

1. Second Reading of Ordinance Changing the Zoning for ±1.90 Acres of Property, Located at 600 North Woodland Boulevard, from E-1 (Educational) to DeLand Atrium PD (Planned Development).

Second Reading of Ordinance Changing the Zoning for ±1.90 Acres of Property, Located at 600 North Woodland Boulevard, from E-1 (Educational) to DeLand Atrium PD (Planned Development).

2. Second Reading of Ordinance Abandoning ± 0.89 Acres of Right-of-Way of Bennett Drive, along lots 25-31 of the DeLand Business and Industrial Park plat.

The request is to approve a vacation of a 50' wide, 552.68' long section of the Bennett Drive right-of-way, located along lots 25-31 of the DeLand Business and Industrial Park plat on second reading.

NEW BUSINESS

1. Acceptance of Easement for Bennett Drive.

Acceptance of utility easement related to the Bennett Drive right-of-way abandonment.

CITY COMMISSION REPORTS

1. Report re Elected Officials Round Table.
2. Report re Volusia-Flagler TPO.
3. Report re River of Lakes Heritage Corridor.

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.



Certificate of Thanks & Appreciation
Presented to Dale Arrington

Whereas, Dale Arrington accepted the role of Interim City Clerk for the City of DeLand, demonstrating her continued dedication and commitment to public service; and

Whereas, Dale began her distinguished career with the City in May 2002 as Community Development Director and was promoted to Assistant City Manager in September 2008; and

Whereas, after her retirement in 2016, she continued her service as City Manager for Orange City, further exemplifying her leadership and devotion to municipal government; and

Whereas, in January 2026, Dale once again answered the call to serve by returning to the City of DeLand to provide leadership and stability as Interim City Clerk following a period of transition within the Clerk's Office; and

Whereas, her extensive knowledge, experience, and unwavering dedication have made a meaningful and positive impact on the Clerk's Office and the City as a whole; and

Whereas, Dale's contributions have been invaluable, and her legacy of service will be long remembered.

Now, therefore, I, Chris 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 and our sincere gratitude and appreciation to Dale Arrington for all she has done. We wish her continued happiness and fulfillment as she returns to retirement.

Done and proclaimed this 1st day of June 2026.

Attest

Christopher M. Cloudman, Mayor

Christian Gowan, City Clerk-Auditor

CITY OF DELAND
Request for Commission Action
June 1, 2026

SUBJECT: Presentation of Employee Years of Service Awards

DEPARTMENT: Human Resources

PREPARED BY: Jeremy Wiggins, HR Director

ATTACHMENTS:

APPROVED BY: ,

SUMMARY/HIGHLIGHT:

The City of DeLand is proud to recognize employees who have reached significant career milestones and their dedicated service to the City of DeLand and its citizens. It is because of their commitment to serving our community that DeLand continues to be a great place to live and work. For these employees, their years of service are an accomplishment the City is proud to celebrate, and to extend its gratitude for their exceptional dedication.

20 Years of Service

Michael Mueller, Fire Engineer

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended the City Commission present the service award.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
June 1, 2026

SUBJECT: Consideration, FDOT Public Transportation Grant Award 458317-1-94-01 for Airport Taxiway E Design Project.

DEPARTMENT: Airport

PREPARED BY: Mindy Considine, Admin Coord.

ATTACHMENTS: Resolution, PTGA to Sponsor 458317-1-94-01 Taxiway E Design at Deland Municipal Airport

APPROVED BY: Michael Pleus, City Manager, May 27, 2026

SUMMARY/HIGHLIGHT:

Currently there is no lighting or signage on taxiway E. If approved, this project will allow us to properly design the needed LED lighting, signage and proper reconfiguration to the taxiway to meet new Federal Aviation Administration (FAA) regulations. As the East side of the Airport is being developed, it is important to bring Taxiway E up to FAA standards. Pursuant to applications made by staff and our consultant, Avcon, the Florida Department of Transportation (FDOT) has agreed to fund 80% (\$96,000) of the construction costs.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government, Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

If approved, the attached grant agreement will provide a maximum of \$96,000 or 80% in FDOT funding, with remaining funds \$24,000 or 20% to be provided by the Airport budget.

The FY25/26 budget for the Airport included \$100,000 for this project with \$98,000 funding from FDOT and \$2,000 funding from the Airport. A future budget amendment will be presented to the City Commission for approval to increase the project cost by \$20,000, decrease the FDOT funding by \$2,000 and increase the use of Airport reserves by \$22,000.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached resolution and PTGA (Public Transportation Grant Agreement).

BACKGROUND/DISCUSSION:

Taxiway E wasn't used very often in the past, but now that the East Side is being developed, it is used on a regular basis.

RESOLUTION NO. 2026 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, FINANCIAL MANAGEMENT NO. 458317-1-94-01 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation has offered the City a Public Transportation Grant Agreement, a copy of which is attached hereto as Exhibit “A”, which will provide funding for Airport Taxiway E Design Project at the DeLand Municipal Airport; and

WHEREAS, the aforesaid agreement requires the City of DeLand to pay 20% of the anticipated project cost; and

WHEREAS, this project is necessary to provide for the needs of the aviation-related businesses and public users at DeLand Municipal Airport.

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

Section 1. The City Commission hereby sets aside the additional amount of \$24,000 pay for its share (20%) of the anticipated cost.

Section 2. The Mayor-Commissioner is authorized to execute the Public Transportation Grant Agreement for this project.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED this 1st day of June 2026.

Christopher Cloudman
Mayor-Commissioner

ATTEST:

Christian Gowan
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 458317-1-94-01	Fund(s): Work Activity Code/Function: Federal Award Identification Number (FAIN) – Transit only:	DPTO 215 N/A	FLAIR Category: 088719 Object Code: 751000 Org. Code: 55052000531 Vendor Number: VF596000307028
Contract Number:	Federal Award Date:	N/A	
CFDA Number: N/A	Agency UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT (“Agreement”) is entered into _____, by and between the State of Florida, Department of Transportation, (“Department”), and City of DeLand, (“Agency”). The Department and the Agency are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit “D”, Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department’s participation in Design Taxiway E with signage, lighting, and taxiway configuration, as further described in **Exhibit “A”, Project Description and Responsibilities**, attached and incorporated into this Agreement (“Project”), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation**
- Seaports**
- Transit**
- Intermodal**
- Rail Crossing Closure**
- Match to Direct Federal Funding** (Aviation or Transit)
(Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other**

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
 - *Exhibit B1: Deferred Reimbursement Financial Provisions
 - *Exhibit B2: Advance Payment Financial Provisions
 - *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
 - *Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit E1: Prohibition Based on Health Care Choices
- Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

**PUBLIC TRANSPORTATION
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- Exhibit E3: Geoengineering and Weather Modification Reporting (Aviation)
 Exhibit E4: Energy Policy Goals Reporting
 Exhibit F: Contract Payment Requirements
 *Exhibit G: Audit Requirements for Awards of State Financial Assistance
 *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
 *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
 *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 1, 2029. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days

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of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

- a. The estimated total cost of the Project is \$120,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$96,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
 - Travel expenses are NOT eligible for reimbursement under this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 10/25

Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the

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Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.
- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

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- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.
11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.
- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
- i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
- i. Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

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- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs

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have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

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- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.
- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of

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30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the Federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 - 5. Withhold further Federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.

- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

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- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** 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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier,

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subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. E-Verify.** The Agency shall:

 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. Projects with Non-profit Organizations.** Pursuant to Section 216.1366, Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

 - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency
 - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

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- i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
 - ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.
 - iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.
- i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"),

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ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

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- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

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- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of DeLand

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: James S. Stroz, Jr., P.E.

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Design and bidding services for Taxiway E with signage, lighting, and taxiway configuration to meet current FAA standards.

B. Project Location (limits, city, county): DeLand Municipal - Sidney H Taylor Field/Deland, FL/Volusia

Illustration/graphic/map of project area is applicable and attached to this Exhibit A.

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Taxiway Rehabilitation/Reconstruction Design: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, plans preparation and bid documents, bidding and award services for the taxiway construction project. This will include airfield lighting, signage, taxiway configurations, and all components to design project. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final close out documents to be uploaded in JACIP

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

F. Transit Operating Grant Requirements (Transit Only):

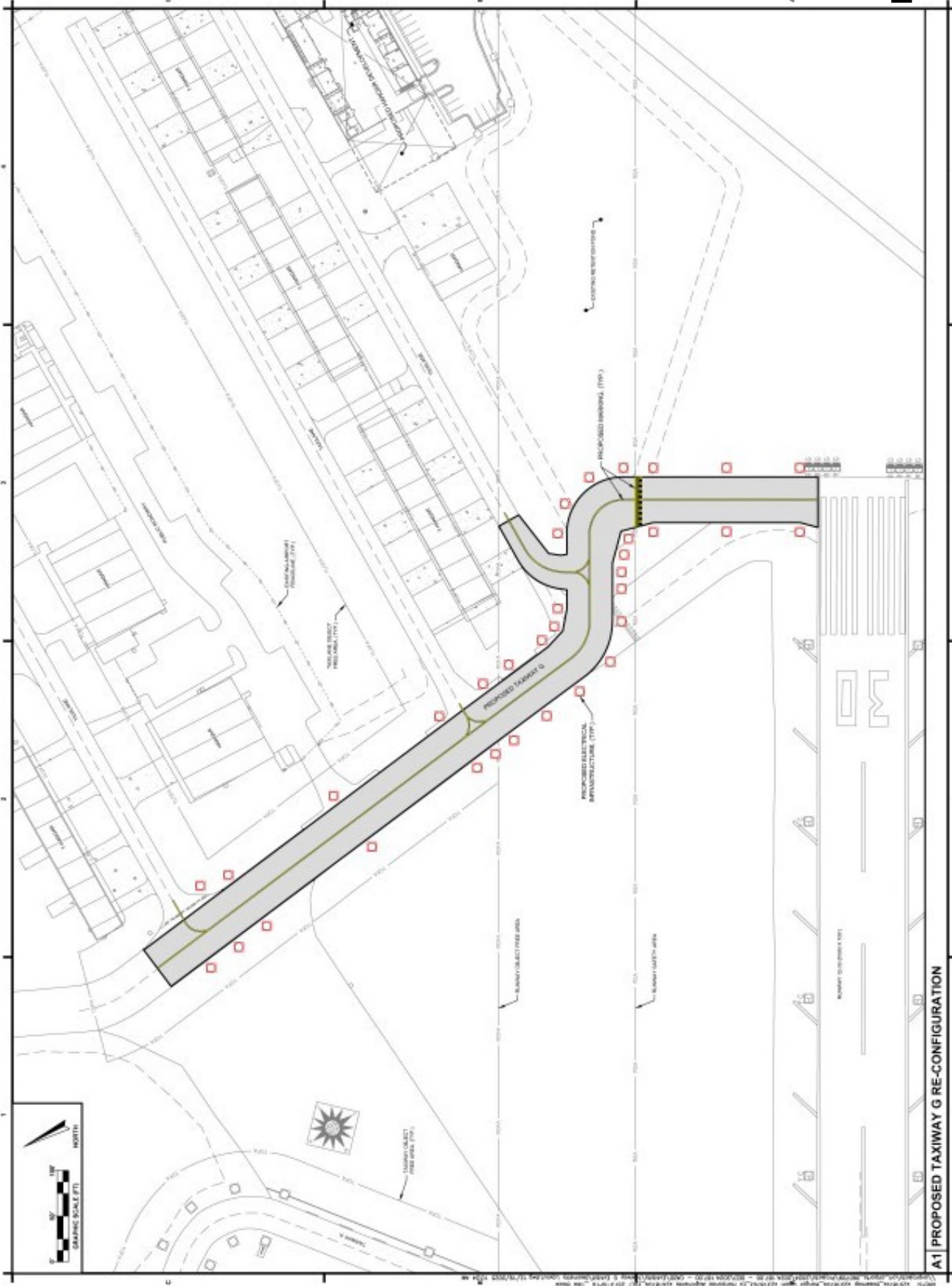
Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



AVCON, INC.
 1000 W. UNIVERSITY BLVD., SUITE 200
 DELAND, FLORIDA 32701
 PHONE: 386.253.1111
 FAX: 386.253.1112
 WWW.AVCONINC.COM

PROPOSED TAXIWAY G
 RE-CONFIGURATION

DELAND MUNICIPAL AIRPORT
 DELAND, FLORIDA



A1 PROPOSED TAXIWAY G RE-CONFIGURATION

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
 CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
458317-1-94-01	DPTO	088719	2026	751000	55.004	Aviation Grant Program	\$96,000.00
458317-1-94-01	LF	088719	2026	751000	55.004	Aviation Grant Program	\$24,000.00
Total Financial Assistance							\$120,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/ Design/ Construction	\$96,000.00	\$24,000.00	\$0.00	\$120,000.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$96,000.00	\$24,000.00	\$0.00	\$120,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Joseph A. Jerkins

Department Grant Manager Name

Signature

Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

- 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
- 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
- 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

- 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
- 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

- 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
- 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.
2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:
 - a. A public transit provider as defined in s. 341.031(1), F.S.;
 - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
 - d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

EXHIBIT E3
PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
(Geoengineering and Weather Modification Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. Statutory Reference. Section 403.4115, F.S. and Section 332.004, F.S.

2. Statutory Compliance. Pursuant to Section 403.4115, F.S., as a condition of receiving funds from the Department, the Agency, a public-use airport as this term is defined in Section 332.004, F.S., shall submit a monthly report beginning November 1, 2025, identifying:

- a. The physical presence of any aircraft on public property, including any public infrastructure, equipped with any part, component, device, or the like which may be used to support the intentional emission, injection, release, or dispersion of air contaminants into the atmosphere within the borders of this state when such emissions occur for the express purpose of affecting temperature, weather, climate, or the intensity of sunlight; and
- b. The landing, takeoff, stopover, or refueling of an aircraft equipped with the components outlined above on the physical location of the public infrastructure.

– End of Exhibit E3 –

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**EXHIBIT E4
PROGRAM SPECIFIC TERMS AND CONDITIONS
(Energy Policy Goals Reporting)**

This exhibit forms an integral part of the Agreement between the Department and the Agency.

- 1. Statutory Reference.** Section 339.135(2)(c)4, F.S. and Section 377.601(3), F.S.
- 2. Statutory Compliance.** Pursuant to Section 339.135(2)(c)4, F.S., the Department shall submit a report identifying any agencies listed below that have adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S. to the legislative appropriation committees:
 - a. A public transit provider as defined in s. 341.031(1), F.S.;
 - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.;
 - c. A public-use airport as defined in s. 332.004, F.S.; or
 - d. A port listed in s. 311.09(1), F.S.
- 3. Agency Reporting Requirements.** As a condition of receiving state funds from the Department, the Agency shall certify in the section below whether the Agency has adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S.:

The Agency HAS / HAS NOT adopted or promoted energy policy goals inconsistent with the energy policy of the State of Florida set forth in Section 377.601(3), F.S.

– End of Exhibit E4 –

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$96,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

CITY OF DELAND
Request for Commission Action
June 1, 2026

SUBJECT: Consideration, FDOT Public Transportation Grant Award 454591-2-94-01 for Airport South-Central Apron Construction Project.

DEPARTMENT: Airport

PREPARED BY: Mindy Considine, Admin Coord.

ATTACHMENTS: Resolution , DRAFT PTGA to Sponsor 454591-2-94-01 Rehabilitation of Apron at Deland Municipal Airport

APPROVED BY: Michael Pleus, City Manager, May 27, 2026

SUMMARY/HIGHLIGHT:

The construction of the South-Central Apron Rehabilitation project includes approximately 80,000 SF of asphalt, aircraft tie down anchors, pavement markings and storm water permitting required by the St. Johns River Water Management District. The Federal Aviation Administration (FAA) has agreed to fund 95% (\$1,400,300). The Florida Department of Transportation (FDOT) has agreed to fund 4% (\$58,960) with the remaining 1% (\$14,740) to be provided by the Airport Enterprise Fund.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The Federal Aviation Administration (FAA) has agreed to fund 95% (\$1,400,300). The Florida Department of Transportation (FDOT) has agreed to fund 4% (\$58,960) with the remaining 1% (\$14,740) to be provided by the Airport Enterprise Fund.

The project, as approved by the FAA and FDOT, is for a total of \$1,474,000. The FY 25/26 Budget for the Airport includes \$1,000,000 for this project with funding from FAA in the amount of \$900,000, from FDOT in the amount of \$80,000 and from the Airport in the amount of \$20,000. A future budget amendment will be presented to the City Commission for approval to increase the project by \$474,000, increase the FAA funding by \$500,300, decrease the FDOT funding by \$21,040 and decrease the Airport funding by \$5,260.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached resolution and PTGA (Public Transportation Grant Agreement).

BACKGROUND/DISCUSSION:

Completion of the construction is expected in early 2027.

RESOLUTION NO. 2026 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, FINANCIAL MANAGEMENT NO. 454591-2-94-01 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation has offered the City a Public Transportation Grant Agreement, a copy of which is attached hereto as Exhibit “A”, which will provide funding for the Central Apron construction project at DeLand Municipal Airport; and

WHEREAS, the aforesaid agreement requires the City of DeLand to pay 1% of the anticipated project cost; and

WHEREAS, this project is necessary to provide for the needs of the aviation-related businesses and public users at DeLand Municipal Airport.

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

Section 1. The City Commission hereby sets aside the additional amount of \$14,740 to pay for its share (1%) of the anticipated cost.

Section 2. The Mayor-Commissioner is authorized to execute the Public Transportation Grant Agreement for this project.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED this 1st day of June 2026.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Christian Gowan
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

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Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 454591-2-94-01	Fund(s): Work Activity Code/Function: Federal Award Identification Number (FAIN) – Transit only:	DPTO 215 N/A N/A	FLAIR Category: 088719 Object Code: 740100 Org. Code: 55052000531 Vendor Number: VF596000307028
Contract Number:	Federal Award Date:	N/A	
CFDA Number: N/A	Agency UEI Number:		
CFDA Title: N/A			
CSFA Number: N/A			
CSFA Title: N/A			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of DeLand, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Apron Rehabilitation at Deland Municipal Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

Aviation
Seaports
Transit
Intermodal
Rail Crossing Closure

Match to Direct Federal Funding (Aviation or Transit)
(Note: Section 15 and Exhibit G do not apply to federally matched funding)

Other

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

Exhibit A: Project Description and Responsibilities
 Exhibit B: Schedule of Financial Assistance
 *Exhibit B1: Deferred Reimbursement Financial Provisions
 *Exhibit B2: Advance Payment Financial Provisions
 *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
 *Exhibit C: Terms and Conditions of Construction
 Exhibit D: Agency Resolution
 Exhibit E: Program Specific Terms and Conditions
 Exhibit E1: Prohibition Based on Health Care Choices
 Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

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- Exhibit E3: Geoengineering and Weather Modification Reporting (Aviation)
 Exhibit E4: Energy Policy Goals Reporting
 Exhibit F: Contract Payment Requirements
 *Exhibit G: Audit Requirements for Awards of State Financial Assistance
 *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
 *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
 *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

- 5. Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.
- 6. Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 1, 2029. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
- a.** If this box is checked the following provision applies:
- Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.
- 7. Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
- 8. Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.
- a.** Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b.** The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c.** If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d.** In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days

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of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

- a. The estimated total cost of the Project is \$1,474,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$58,960 and, the Department's participation in the Project shall not exceed 4.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
 - Travel expenses are NOT eligible for reimbursement under this Agreement.

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Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the

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Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.
- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

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- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.
11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.
- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
- i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
- i. Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs

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have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

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- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.
- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of

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30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the Federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 - 5. Withhold further Federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.

- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

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- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** 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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier,

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subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. Projects with Non-profit Organizations.** Pursuant to Section 216.1366, Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:
 - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency
 - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

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- i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
 - ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.
 - iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.
- i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"),

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ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

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- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

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- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of DeLand

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Kellie Smith

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Rehabilitation/reconstruction of the south-central apron located in front of the airport terminal area, it is a heavily trafficked apron that handles heavier aircraft.

B. Project Location (limits, city, county): DeLand Municipal - Sidney H Taylor Field/Deland, FL/Volusia

Illustration/graphic/map of project area is applicable and attached to this Exhibit A.

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Apron Rehabilitation/Reconstruction: As required by 215.971, F.S., this scope of work includes but is not limited to consultant, survey and geotechnical costs, erosion control, demolition, pavement enhancement or reconstruction (such as concrete, asphalt, rejuvenators, or sealants), joint construction, pavement markings, lighting and signage, drainage, and utilities, including all materials, equipment, labor, and incidentals required for the rehabilitation of apron pavement.

The specifics of the Project Scope for construction are described in and limited by the Project Construction Plans identified as "South-Central Apron Rehabilitation" at Deland Municipal Airport, prepared by AVCON, Inc, dated March 2026, together with all plan updates, necessary design variation, exceptions, and change orders approved by the Agency. The Sponsor will comply with Aviation Program Assurances.

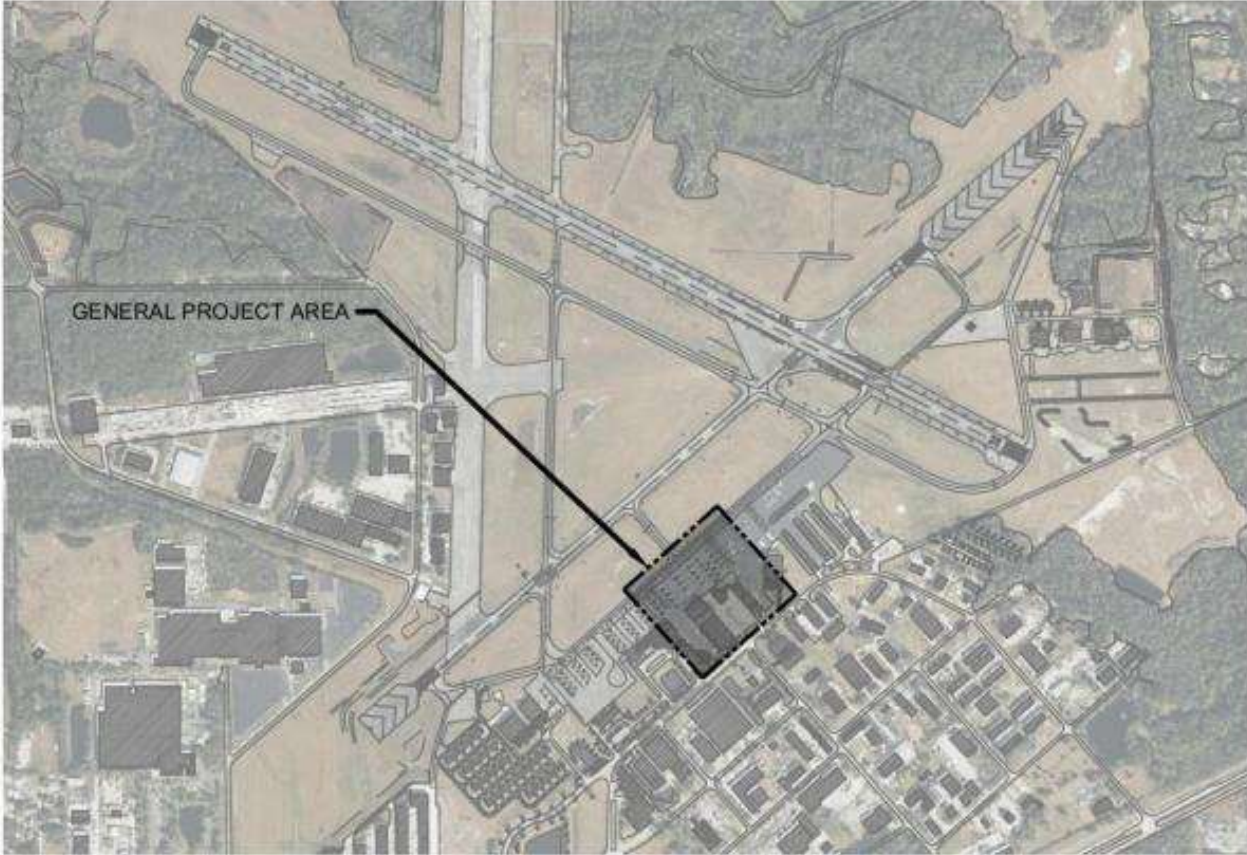
D. Deliverable(s): Final close out documents to be uploaded in JACIP

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
 CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
454591-2-94-01	BIL	088719	2026	740100	N/A	N/A	\$963,279.00
454591-2-94-01	DPTO	088719	2026	740100	N/A	N/A	\$58,960.00
454591-2-94-01	FAA	088719	2026	740100	N/A	N/A	\$437,021.00
454591-2-94-01	LF	088719	2026	740100	N/A	N/A	\$14,740.00
Total Financial Assistance							\$1,474,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/ Design/ Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$58,960.00	\$14,740.00	\$1,400,300.00	\$1,474,000.00	4.00	1.00	95.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$58,960.00	\$14,740.00	\$1,400,300.00	\$1,474,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Joseph A. Jerkins

Department Grant Manager Name

Signature

Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Joseph A. Jerkins (email: joseph.jerkins@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Joseph A. Jerkins.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): N/A
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

800-780-7102

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

- 3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL: Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

- b. Florida Administrative Code (FAC)**
- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
 - Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
 - Section 62-256.300, FAC, Open Burning, Prohibitions
 - Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety
- c. Local Government Requirements**
- Airport Zoning Ordinance
 - Local Comprehensive Plan
- d. Department Requirements**
- Eight Steps of Building a New Airport
 - Florida Airport Revenue Use Guide
 - Florida Aviation Project Handbook
 - Guidebook for Airport Master Planning
 - Airport Compatible Land Use Guidebook
- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:
- a. Federal Requirements**
- FAA AC 70/7460-1, Obstruction Marking and Lighting
 - FAA AC 150/5300-13, Airport Design
 - FAA AC 150/5370-2, Operational Safety on Airports During Construction
 - FAA AC 150/5370-10, Standards for Specifying Construction of Airports
- b. Local Government Requirements**
- Local Building Codes
 - Local Zoning Codes
- c. Department Requirements**
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
 - Manual on Uniform Traffic Control Devices
 - Section 14-60.007, FAC, Airfield Standards for Licensed Airports
 - Standard Specifications for Construction of General Aviation Airports
 - Design Guidelines & Minimum Standard Requirements for T-Hangar Projects
- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:
- a. Federal Requirements**
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
 - National Environmental Policy of 1969
 - FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
 - FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects
- b. Florida Requirements**
- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
 - Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
 - Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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**PUBLIC TRANSPORTATION
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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.
2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:
 - a. A public transit provider as defined in s. 341.031(1), F.S.;
 - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.;
 - c. A public-use airport as defined in s. 332.004, F.S.; or
 - d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

EXHIBIT E3
PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
(Geoengineering and Weather Modification Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. Statutory Reference. Section 403.4115, F.S. and Section 332.004, F.S.

2. Statutory Compliance. Pursuant to Section 403.4115, F.S., as a condition of receiving funds from the Department, the Agency, a public-use airport as this term is defined in Section 332.004, F.S., shall submit a monthly report beginning November 1, 2025, identifying:

- a. The physical presence of any aircraft on public property, including any public infrastructure, equipped with any part, component, device, or the like which may be used to support the intentional emission, injection, release, or dispersion of air contaminants into the atmosphere within the borders of this state when such emissions occur for the express purpose of affecting temperature, weather, climate, or the intensity of sunlight; and
- b. The landing, takeoff, stopover, or refueling of an aircraft equipped with the components outlined above on the physical location of the public infrastructure.

– End of Exhibit E3 –

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**EXHIBIT E4
PROGRAM SPECIFIC TERMS AND CONDITIONS
(Energy Policy Goals Reporting)**

This exhibit forms an integral part of the Agreement between the Department and the Agency.

- 1. Statutory Reference.** Section 339.135(2)(c)4, F.S. and Section 377.601(3), F.S.
- 2. Statutory Compliance.** Pursuant to Section 339.135(2)(c)4, F.S., the Department shall submit a report identifying any agencies listed below that have adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S. to the legislative appropriation committees:
 - a. A public transit provider as defined in s. 341.031(1), F.S.;
 - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.;
 - c. A public-use airport as defined in s. 332.004, F.S.; or
 - d. A port listed in s. 311.09(1), F.S.
- 3. Agency Reporting Requirements.** As a condition of receiving state funds from the Department, the Agency shall certify in the section below whether the Agency has adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S.:

The Agency HAS / HAS NOT adopted or promoted energy policy goals inconsistent with the energy policy of the State of Florida set forth in Section 377.601(3), F.S.

– End of Exhibit E4 –

EXHIBIT F

Contract Payment Requirements **Florida Department of Financial Services, Reference Guide for State Expenditures** **Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

CITY OF DELAND
Request for Commission Action
June 1, 2026

SUBJECT: Consideration re Approval of Professional Engineering Services — AVCON, Inc. for Taxiway E Realignment Design and Bidding.

DEPARTMENT: Airport

PREPARED BY: Mindy Considine, Admin Coord.

ATTACHMENTS: DED Twy E Design & Bid - Proposal

APPROVED BY: Michael Pleus, City Manager, May 27, 2026

SUMMARY/HIGHLIGHT:

To meet current FAA design standards, Taxiway E must be realigned to provide a 90-degree intersection with Runway 30. The realignment will require modifications to the existing stormwater pond and realignment of an existing taxiway. Taxiway E also currently has no taxiway lights. This project will include the installation of Medium Intensity Taxiway Lights (MITL) for the safety of aircraft during nighttime operations. Development in the area has brought increased use of this taxiway and these improvements will provide safer conditions for aircraft in the east hangar complex area.

The subject Design, Administration and Bidding Services by Avcon includes the following services:

1. Grant Management
 2. Preparation of reimbursement requests
 3. Project coordination with the funding agencies
 4. Schematic, Preliminary & Final Design
 5. Permitting
6. Bidding assistance

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The consultant's scope of services for the planning in connection with this project is not to exceed the amount of \$120,000. Of this amount, 80% or \$96,000 will be funded by the FDOT with remaining funds, 20% or \$24,000 to be provided by the Airport Enterprise Fund.

The FY25/26 budget for the Airport included \$100,000 for this project with \$98,000 funding from FDOT and \$2,000 funding from the Airport. A future budget amendment will be presented to the City Commission for approval to increase the project cost by \$20,000, decrease the FDOT funding by \$2,000 and increase the use of Airport reserves by \$22,000.

RECOMMENDATION:

Staff recommends that the City Commission approve the proposal from AVCON, Inc. to provide Professional Engineering Services to construct the Taxiway E realignment design and bidding for a fee not to exceed \$120,000.

BACKGROUND/DISCUSSION:

Completion of Taxiway E realignment design and bidding is expected in the Fall of 2027.



March 29, 2026

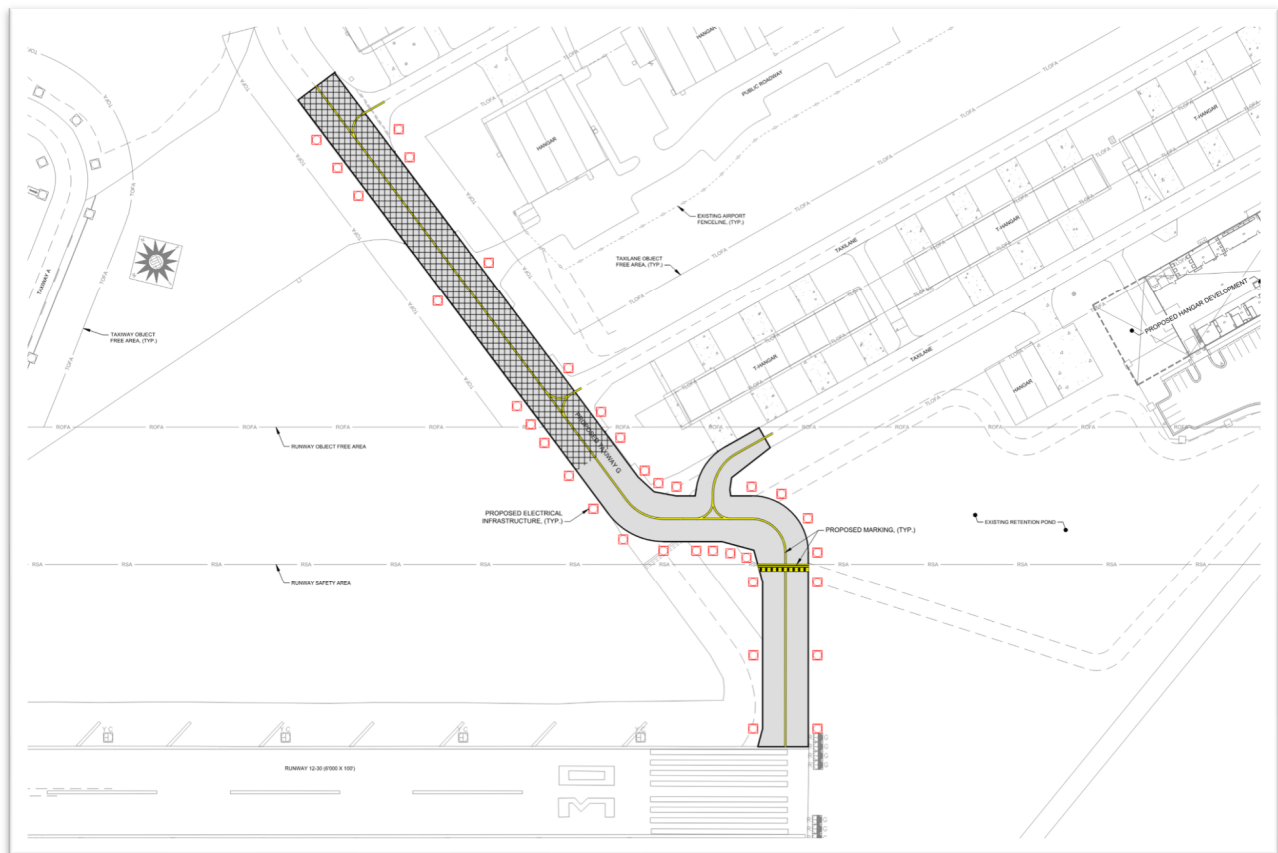
**Reference: Professional Engineering Services Proposal
Taxiway E Realignment Design and Bidding
DeLand Municipal Airport**

Dear John Eiff:

As requested, AVCON, Inc. (AVCON) has prepared the following proposal to provide Design and Bidding Phase Services for the realignment and installation of Medium Intensity Taxiway Lights (MITL) for Taxiway E at DeLand Municipal Airport (DED).

PROJECT UNDERSTANDING

To meet current FAA design standards, Taxiway E must be realigned to provide a 90-degree intersection with Runway 30. The realignment will require modification of existing stormwater pond and realignment of an existing taxilane. The addition of MITLs airfield signage will enhance nighttime access to the hangars and businesses. Development in the area has brought increased use of this taxiway and these improvements will provide safer conditions for aircraft accessing the east hangar complex area.





SUMMARY OF 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.
 - 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 airfield electrical, lighting, and signage 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 and assisting SPONSOR with public advertising. In addition, The CONSULTANT will aid the SPONSOR by acting as its liaison with the FAA and 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.

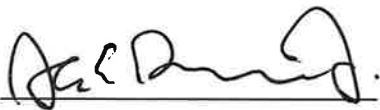
Deliverables include electronic copies of Contract Documents at the completion of each Design Phase, SJRWMD Permit, and bid tabulation and recommendation of award letter. Final Contract Documents will be uploaded into JACIP.

DESIGN AND BIDDING FEE

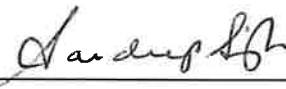
For the above-noted Scope of Work, AVCON proposes a Total Lump Sum Fee of One hundred twenty thousand and 00/100 dollars (\$120,000.00), as set forth in the attached fee spreadsheet.

We appreciate the opportunity to provide this proposal and look forward to working with you toward the successful completion of the project.

ATTEST:

By: 
Printed Name: JACK THOMPSON
Title: Dir. of GA SERVICES

AVCON

By: 
Printed Name: Sandeep Singh, PE
Title: President

ATTEST:

Julie A. Hennessy, MMC
City Clerk – Auditor

CITY OF DELAND

By: _____
Christopher M. Cloudman,
Commissioner - Mayor
Date: _____



ATTACHMENT A - HOUR AND FEE PROPOSAL
 TAXIWAY E REALIGNMENT - DESIGN AND BIDDING PHASE SERVICES
 DELAND MUNICIPAL AIRPORT

3/29/2026

TASK	DESCRIPTION	Principal		Sr. Project Manager		Sr. Project Engineer		Project Engineer		Engineer		Admin		Labor		Subconsultant Cost
		Rate/Hour:	\$ 310	Rate/Hour:	\$ 240	Rate/Hour:	\$ 220	Rate/Hour:	\$ 150	Rate/Hour:	\$ 125	Rate/Hour:	\$ 80	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	2	\$ 620	2	\$ 480		\$ -		\$ -		\$ -		\$ -	4	\$ 1,100	\$ -
1.2	Acquire topographic survey.		\$ -	2	\$ 480		\$ -	4	\$ 600		\$ -		\$ -	6	\$ 1,080	\$ 19,785
1.3	Acquire geotechnical information.		\$ -	2	\$ 480		\$ -	4	\$ 600		\$ -		\$ -	6	\$ 1,080	\$ 8,550
1.4	Develop pavement design.		\$ -	2	\$ 480	9	\$ 1,980	4	\$ 600		\$ -		\$ -	15	\$ 3,060	\$ -
1.5	Develop schematic plans.		\$ -	4	\$ 960	16	\$ 3,520	24	\$ 3,600	40	\$ 5,000		\$ -	84	\$ 13,080	\$ -
1.6	Prepare Engineer's Report and construction cost estimate.		\$ -	4	\$ 960	6	\$ 1,320	8	\$ 1,200		\$ -	4	\$ 320	22	\$ 3,800	\$ -
1.7	Submit Categorical Exclusion (CatEx).		\$ -		\$ -	1	\$ 220		\$ -	1	\$ 125	4	\$ 320	6	\$ 665	\$ -
1.8	QC Review		\$ -	4	\$ 960	4	\$ 880	4	\$ 600		\$ -		\$ -	12	\$ 2,440	\$ -
	Subtotal	2	\$ 620	20	\$ 4,800	36	\$ 7,920	48	\$ 7,200	41	\$ 5,125	8	\$ 640	155	\$ 26,305	\$ 28,335
2	PRELIMINARY DESIGN															
2.1	Grant Administration and Project Coordination	2	\$ 620	4	\$ 960		\$ -		\$ -		\$ -		\$ -	6	\$ 1,580	\$ -
2.2	Field verify survey.		\$ -		\$ -		\$ -	8	\$ 1,200		\$ -		\$ -	8	\$ 1,200	\$ -
2.3	Develop preliminary paving, grading, drainage, and marking design plans.		\$ -	2	\$ 480	8	\$ 1,760	8	\$ 1,200	40	\$ 5,000		\$ -	58	\$ 8,440	\$ -
2.4	Develop preliminary airfield electrical, lighting, and signage design plans.		\$ -	2	\$ 480	8	\$ 1,760	8	\$ 1,200	40	\$ 5,000		\$ -	58	\$ 8,440	\$ -
2.5	Develop Draft Construction Safety and Phasing Plans and Document (CSPP).		\$ -	2	\$ 480	4	\$ 880	8	\$ 1,200	8	\$ 1,000		\$ -	22	\$ 3,560	\$ -
2.6	Develop general and technical specifications.		\$ -		\$ -	4	\$ 880		\$ -	8	\$ 1,000	4	\$ 320	16	\$ 2,200	\$ -
2.7	Update Engineer's Report and construction cost estimate.		\$ -	2	\$ 480	2	\$ 440	4	\$ 600	8	\$ 1,000	2	\$ 160	18	\$ 2,680	\$ -
2.8	QC Review		\$ -	4	\$ 960	4	\$ 880	4	\$ 600		\$ -		\$ -	12	\$ 2,440	\$ -
	Subtotal	2	\$ 620	16	\$ 3,840	30	\$ 6,600	40	\$ 6,000	104	\$ 13,000	6	\$ 480	198	\$ 30,540	\$ -
3	FINAL DESIGN															
3.1	Grant Administration and Project Coordination	2	\$ 620	4	\$ 960		\$ -		\$ -		\$ -		\$ -	6	\$ 1,580	\$ -
3.2	Finalize design plans.		\$ -	2	\$ 480	8	\$ 1,760	8	\$ 1,200	40	\$ 5,000		\$ -	58	\$ 8,440	\$ -
3.3	Submit stormwater permit application.		\$ -	2	\$ 480	4	\$ 880	16	\$ 2,400		\$ -		\$ -	22	\$ 3,760	\$ -
3.4	Submit FAA OE/AAA (Airspace Review).		\$ -		\$ -	2	\$ 440	4	\$ 600		\$ -		\$ -	6	\$ 1,040	\$ -
3.5	Finalize CSPP and upload to OE/AAA for FAA review and approval.		\$ -	2	\$ 480	4	\$ 880	8	\$ 1,200	8	\$ 1,000		\$ -	22	\$ 3,560	\$ -
3.6	Finalize general and technical specifications.		\$ -		\$ -	4	\$ 880	8	\$ 1,200		\$ -	8	\$ 640	20	\$ 2,720	\$ -
3.7	Prepare Final Engineer's Report and construction cost estimate.		\$ -	2	\$ 480	2	\$ 440	4	\$ 600		\$ -	6	\$ 480	14	\$ 2,000	\$ -
3.8	QC Review		\$ -	4	\$ 960	4	\$ 880	4	\$ 600		\$ -		\$ -	12	\$ 2,440	\$ -
	Subtotal	2	\$ 620	16	\$ 3,840	28	\$ 6,160	52	\$ 7,800	48	\$ 6,000	14	\$ 1,120	160	\$ 25,540	\$ -
4	BIDDING															
4.1	Grant Administration and Project Coordination		\$ -	2	\$ 480		\$ -		\$ -		\$ -		\$ -	2	\$ 480	\$ -
4.2	Prepare bid documents for distribution		\$ -	2	\$ 480	8	\$ 1,760	4	\$ 600		\$ -		\$ -	14	\$ 2,840	\$ -
4.3	Assist with advertisement		\$ -	2	\$ 480		\$ -		\$ -		\$ -	2	\$ 160	4	\$ 640	\$ -
4.4	Attend and prepare meeting minutes for pre-bid conference		\$ -	4	\$ 960	4	\$ 880		\$ -		\$ -	2	\$ 160	10	\$ 2,000	\$ -
4.5	Respond to bidder questions, issue addenda		\$ -	2	\$ 480	4	\$ 880		\$ -		\$ -	2	\$ 160	8	\$ 1,520	\$ -
4.6	Attend bid opening		\$ -	4	\$ 960		\$ -		\$ -		\$ -		\$ -	4	\$ 960	\$ -
4.7	Prepare bid tabulation and recommendation of award		\$ -	1	\$ 240	2	\$ 440		\$ -		\$ -	2	\$ 160	5	\$ 840	\$ -
	Subtotal	0	\$ -	17	\$ 4,080	18	\$ 3,960	4	\$ 600	0	\$ -	8	\$ 640	47	\$ 9,280	\$ -
	Total	6	\$ 1,860	69	\$ 16,560	112	\$ 24,640	144	\$ 21,600	193	\$ 24,125	36	\$ 2,880	560	\$ 91,665	\$ 28,335

Total Project Fee	\$ 120,000
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2026-03-26

Pedro Valencia, Jr., E.I.
 Engineer - Airports
 AVCON, Inc.
 5555 E. Michigan Street, Suite 200
 Orlando, Florida 32822

Re:	DeLand Municipal Airport - Taxiway E Survey Proposal (the "Project") Approximate Project Area: 14.40 Acres Proposal to provide Survey Services (the "Proposal") Project Category: TRANSPORTATION - Aviation
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Dear Pedro Valencia, Jr., E.I.:

We are pleased to submit this Proposal to provide Survey services for the above referenced project. Upon verbal or written direction to proceed with performance of the services described herein, this Proposal, along with all attachments thereto, will constitute a binding agreement (the "Agreement") between Bowman Consulting Group Ltd. ("Bowman") and AVCON, Inc. (the "Client").

Project Understanding

It is our understanding that Bowman will provide Survey services for the DeLand Municipal Airport Taxiway E Survey project. Bowman will provide Topographic Survey services for the approximately 14.40-acre project area shown on Exhibit "A".

Standard of Care - Services provided by Bowman under this proposal will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession practicing under similar circumstances, including standard of care at the time the services were provided.

Quality Control - A portion of the stated compensation is set-aside for Quality Control/Quality Assurance, which is part of the Bowman Quality Control Policy.

SCOPE OF SERVICES AND FEES

The scope of services (the "Scope") and associated fees shall be as follows:

1. Topographic Survey (SC-01)

- a. Prepare a Topographic Survey, as defined in Chapter 5J-17.05 of the Florida Administrative Code (F.A.C.).
- b. The topographic limits of the survey are as shown on Exhibit "A" (approximately 14.40 acres).
- c. The Survey shall include the following:
 - A 25' x 25' topographic grid for all paved surfaces.
 - A 50' x 50' topographic grid for all turf and unpaved areas, including all significant breaks in grade.
 - Pavement feature shots, including centerline, crown, and edge of pavement for all runways, taxiways, taxilanes, and aprons.
 - Breakline definition, including top of bank, bottom of bank, and swale centerlines where applicable.
 - Location and identification of all drainage structures, including rim and invert elevations, pipe size and material (where identifiable), and direction of flow.
 - Location of drainage conveyance systems, including pipes and culverts, with observable condition noted where accessible.
 - Location and identification of all utility structures, including but not limited to manholes, inlets, junction boxes, handholes, pull boxes, poles, risers, and transformers.
 - Location of airfield electrical infrastructure in accordance with FAA guidance, including lighting systems, duct banks, conduits, handholes, and associated components.
 - Location of all visible above-ground features and improvements within the project limits, including fences, signage, lighting, and other appurtenances.

EXHIBIT "A"

- d. Establish or recover a minimum of two (2) permanent benchmarks for the purpose of control, within the proposed project area.
- e. Horizontal datum shall reference the Florida State Plane Coordinate System, NAD 83/2011, Florida East.
- f. Vertical datum shall be referenced NAVD88.
- g. Pavement elevations and rim and invert elevations of drainage structures shall be measured to the nearest 0.01'. Existing ground elevation shall be measured to the nearest 0.1'.
- h. A ground surface model shall be created with contours at a 0.5' interval within the areas of topography. Highlight contours shall be provided at 1' intervals. All contours shall be labeled and shall reside on the correct layer.

FEE: \$19,785.00 Lump Sum

SUMMARY MATRIX

Task	Description (SC)	Total	Fee Type
1	Topographic Survey (SC-01)	\$19,785.00	Lump Sum

Total Contract Value \$19,785.00

ASSUMPTIONS

The fees quoted above are based on work being performed in a systematic, orderly, and progressive manner. If this is impossible because of circumstances peculiar to the particular operations, lump sum fees listed shall not apply, and instead work will be billed in accordance with our prevailing hourly rate schedule. The following circumstances, among others, will necessitate charges being based on hourly rates:

- Work requiring less than a 4-hour survey party day at the site, unless performed at our discretion.
- Re-visits, remobilization, or additional field time due to access restrictions, escorts, closures, or operational constraints beyond Bowman’s control.
- Work area not cleared of debris, equipment, vehicles, earth, or other obstructions.
- Reestablishment of horizontal and/or vertical control points destroyed during the project.
- Overtime, night work, or weekend/holiday operations requested by you or required by airport operations will be billed at Bowman’s prevailing overtime multipliers and remain subject to personnel availability.
- Any additional work requested that is not specifically covered in the above scope of work.
- Client is responsible for providing or coordinating airport access, airside escorts, badging, and traffic control, if needed.

EXCLUSIONS

The following services are specifically excluded from this agreement and may be performed as contract addendums upon request:

- Items not specifically delineated in Scope.
- Boundary survey, subsurface utility engineering, wetland delineation, geotechnical services, and environmental permitting.

Bowman

REIMBURSABLE EXPENSES

Reimbursable expenses shall include actual expenditures made by Bowman in the interest of the Project and will be invoiced at the actual cost to Bowman plus fifteen percent (15%) for handling and indirect costs. Reimbursable expenses shall include but not be limited to costs of the following:

- Mailing, shipping, and outsourced delivery (i.e., DHL, FedEx) costs.
- Fees and expenses of special consultants as authorized by the Client.
- Parking fees, mileage for employee travel by car to facilitate the project, and airport badging or access fees charged directly to the project.

REPROGRAPHIC AND COURIER CHARGES

Reprographic, plotting, in-house courier, and archive retrieval services will be invoiced in accordance with Schedule A attached hereto.

CLIENT RESPONSIBILITIES

The Client shall be responsible for obtaining permission for Bowman, its employees, agents and subcontractors to enter onto the subject property and any properties in the vicinity as reasonably necessary for Bowman to perform the services described herein. By either countersigning this Proposal or verbally authorizing Bowman to proceed, the Client warrants and represents that it has obtained such permission. The Client shall provide the following items upon request of Bowman in a timely manner and at no expense to Bowman:

- Access to property and the project area.
- Coordination with airport operations for access, badging, escorts, and any required security clearances.

OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. If any additional services are required due to unforeseen circumstances and/or conditions, client or regulatory requested revisions, additional meetings, regulatory changes, or operational restrictions, Bowman will notify the client that additional scope of work and fees are required and will obtain the client's written approval prior to proceeding with any additional work.

Bowman's Standard Terms and Conditions and Hourly Rate Schedule are attached hereto and incorporated into this Proposal by reference.



Please indicate your acceptance of this proposal by executing below and returning a copy to this office. Thank you for the opportunity to provide service to AVCON, Inc.

Sincerely,

BOWMAN CONSULTING GROUP LTD.

Thomas M. Walker, Jr.
Survey Director

AVCON, Inc. hereby accepts all terms and conditions of this Proposal (including the Standard Terms and Conditions) and authorizes Bowman to proceed with the Project, and the undersigned represents that he or she is authorized by AVCON, Inc. to so execute this Proposal.

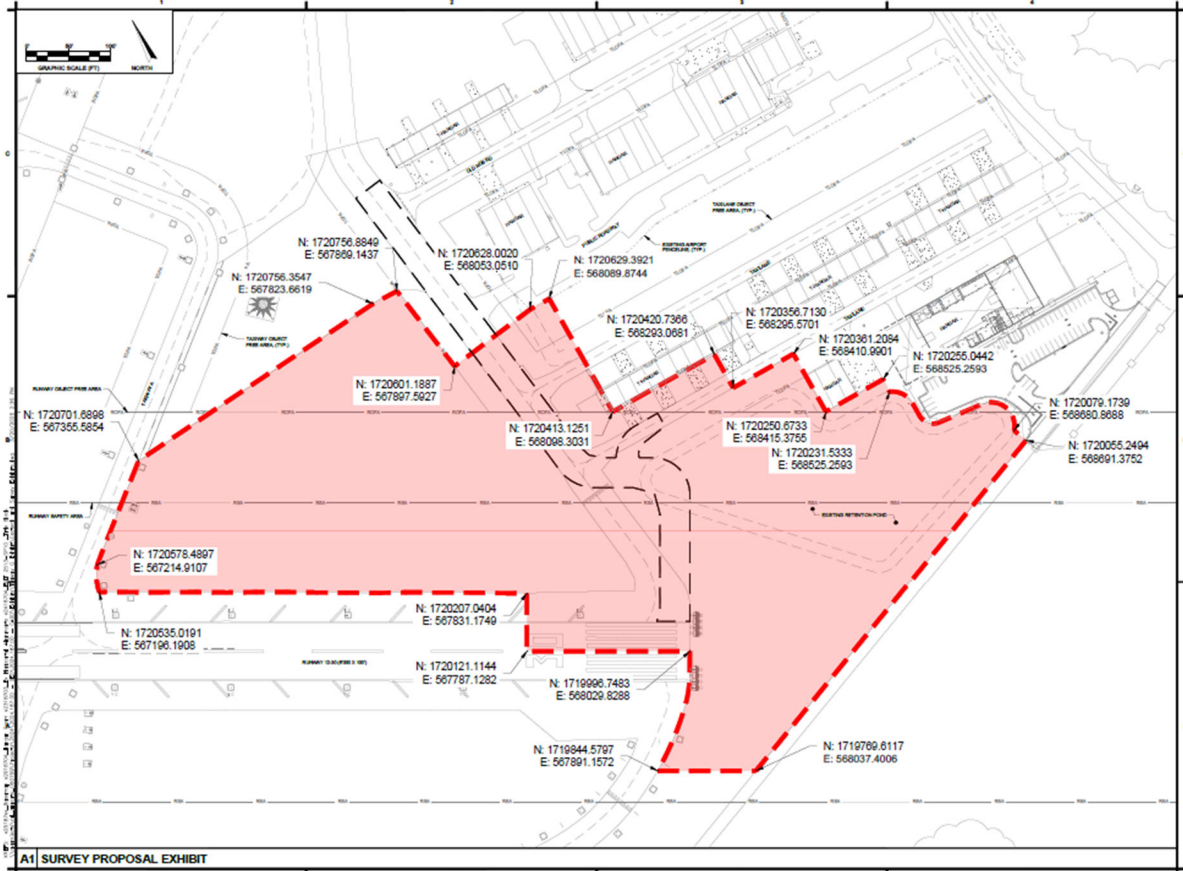
AVCON, Inc.

By:

Title:

Date:

EXHIBIT "A"



SURVEY PROPOSAL EXHIBIT

DELAND MUNICIPAL AIRPORT
DELAND, FLORIDA

EXHIBIT



Cal -Tech Testing, Inc.

- Engineering
- Geotechnical
- Environmental

LABORATORIES

P.O. Box 1625 • Lake City, FL 32056
Tel. (386) 755-3633 • Fax (386) 752-5456

450 SR 13N, Suite 106-308, Jacksonville, FL 32259
Tel. (904) 381-8901 • Fax (904) 381-8902

March 25, 2026

Mr. Pedro Valencia, E.I.
AVCON
5555 E. Michigan Street, Suite 200
Orlando, Florida 32822

**RE: Proposal for Geotechnical Eng. Exploration & Field Soil Permeability Testing
DeLand Municipal Airport-Taxiway E Pavement Reconstruction
DeLand, Florida**

Dear Mr. Pedro Valencia, E.I.,

Cal-Tech Testing, Inc. (CTTI) is pleased to submit this proposal to perform geotechnical engineering exploration and field soil permeability testing for the proposed reconstruction of Taxiway E pavement at the DeLand Municipal Airport in DeLand, Florida.

PROJECT INFORMATION

The Geotechnical Exhibit and other information you provided to us indicate the reconstruction of the airport's Taxiway E requires the evaluation of the existing pavement sections and determination of the subsurface soil conditions including permeability parameters.

SCOPE OF SERVICES

Per the Geotechnical Exhibit provided, the scope of services will consist of drilling five (5) Standard Penetration Test (SPT) borings to a depth of 10 ft. at pavement and grass locations, three (3) SPT borings to a depth of 15 ft. at infiltration test locations, cutting five (5) pavement cores, performing three (3) field soil permeability tests next to the infiltration borings locations, and bulk-sampling near-surface soils from two (2) locations for laboratory determination of the subgrade California Bearing Ratio (CBR).

The pavement cores, SPT boring and CBR locations will be laid out by our field crew from coordinates you provided to us using a hand-held Global Positioning System (GPS) device.

The SPT boring and CBR testing will be performed in general accordance with applicable ASTM standards. The boreholes at pavement locations will be grouted, the core holes

asphalt-patched and the SPT borings at grass locations backfilled with soil cuttings at completion.

CTTI will transport the boring, core specimens and CBR soil samples to our laboratory for examination and classification by our geotechnical engineer in general accordance with the Unified Soil Classification System.

Prior to the drilling work, we will contact the Sunshine One-Call Center to mark-out the location of known underground utilities around the boring location.

At completion of the field and laboratory work, we will prepare an engineering report summarizing the work done and presenting the pavement sections and the subsurface soil profile at the boring location along with the soil vertical and horizontal Hydraulic Conductivity, depth to the groundwater, estimated Seasonal High Groundwater Table (SHGWT), Fillable Porosity, depth to confining layer, and our geotechnical recommendations for design and construction of the pavement reconstruction work.

ESTIMATED FEE

Based on the scope of services described and presuming accessibility to the boring locations without delay, the fee for our geotechnical exploration and field soil permeability testing is as follows:

Mobilization	\$1,250.00
SPT Borings (95 ft. @ \$16/ft)	\$1,520.00
Pavement Core (5 @ \$125.00 each)	\$ 625.00
Borehole Grouting (30 ft. @ \$8.00/ft)	\$ 240.00
Soil Permeability Test (3 @ \$210 each)	\$ 630.00
Laboratory CBR (2 @ \$425.00 each)	\$ 850.00
Laboratory for Soil Classification	\$ 500.00
Management (utility clearance, layout, etc.)	\$ 300.00
Lodging (3-man crew, 1 night)	\$ 280.00
Perdiemd (3-man crew, 2 days)	\$ 330.00
Report Preparation	\$1,950.00
Administration	\$ 75.00
Total	\$8,550.00

Schedule

We anticipate that our fieldwork will encompass 2 working days. Our report should be issued within 4 working days of completion of the field and laboratory work.

Limitations

The soil boring detailed in this proposal presumes standard geotechnical drilling and does not include provisions for drilling through contaminated material. If environmental contaminants are encountered, we will cease drilling operations and notify you.

Authorization

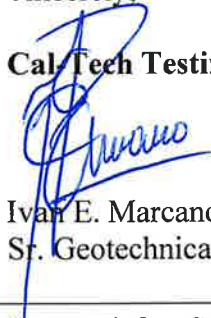
If this proposal is acceptable, please authorize us to proceed with the proposed services by signing below and returning to our office. A sub-contract agreement will also be sufficient as authorization.

Closing

CTI appreciates the opportunity to provide this proposal and we look forward to serving you on this and future projects. Should you have any questions concerning this proposal or the services proposed, please do not hesitate to contact me at our Lake City, FL office (386) 755-3633.

Sincerely,

Cal Tech Testing, Inc.



Ivan E. Marcano, P.E.
Sr. Geotechnical Engineer



Mike Stalvey, Jr.
Vice-President

Proposal for Geotechnical Engineering Exploration & Field Soil Permeability Testing- DeLand Municipal Airport, Taxiway E Reconstruction, DeLand, Florida	
Name of Representative (Print)	Date
Title:	
Representative Signature:	

CITY OF DELAND
Request for Commission Action
June 1, 2026

SUBJECT: Consideration, Utility Service Agreement for Country Club Pointe Redevelopment

DEPARTMENT: Utilities

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

ATTACHMENTS: DeLand Strip Center partially signed USA

APPROVED BY: Michael Pleus, City Manager, May 27, 2026

SUMMARY/HIGHLIGHT:

The Country Club Pointe Redevelopment commercial project will be located at 2235 South Woodland Boulevard in DeLand. The proposed commercial project will provide for demolition of the existing site and three new buildings with different proposed retail shops when completed. The attached Utility Service Agreement contains the usual terms and conditions required by the city for utility service. No reimbursement for oversizing of offsite utilities is provided.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Infrastructure

FISCAL IMPACT:

At buildout, the city will receive water, sewer, and reclaim impact fees and ongoing utility revenue from the commercial project once constructed.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached Utility Service Agreement for Country Club Pointe Redevelopment.

BACKGROUND/DISCUSSION:

N/A

**UTILITY SERVICE AGREEMENT
FOR
COUNTRY CLUB POINTE REDEVELOPMENT**

THIS AGREEMENT is entered into this ____ day of _____, 2026, between the City of DeLand (City) and DELAND STRIP CENTER, LLC (Developer) regarding utility service for the, Country Club Pointe Redevelopment project. In consideration of the mutual covenants and conditions in this Agreement, and subject to any necessary approval by any other governmental agency having jurisdiction, the parties agree as follows:

Section 1. City to furnish service. Upon the terms and conditions in this Agreement, and in accordance with the City's rules and regulations, the City shall provide and shall have the exclusive right to furnish potable water, domestic sewer and reuse irrigation services to the real property located at 2235 South Woodland Boulevard, DeLand, FL and described as:

TAX PARCEL NUMBERS

702800000240

28 17 30 S 1/2 OF NE 1/4 OF SW 1/4 W OF OLD STATE RD & E OF NEW ST RD EXC S
186.48 FT INC PER OR 4162 PGS 0572-0573 PER OR 5804 PGS 3483-3484 PER OR 8225 PG
3140

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

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

- Three wet taps on the existing 12" water main with a 12"x12"x2" stainless steel tapping saddle, three 2" gate valves, and approximately 45 LF +/- of 2" Poly pipe.
- One wet tap on the existing 12" water main with a 12"x12"x6" stainless steel tapping saddle, one 6" gate valve, and approximately 10 LF +/- of 6" PVC Piping.
- One wet tap on the existing 8" sewer force main with an 8"x8"x2" stainless steel tapping saddle, one 2" gate valve, one 2" check valve, and approximately 22 LF +/- of 2" Poly pipe.
- Three 1.5" reclaim connections and approximately 200 LF +/- of 2" reclaim poly pipe.
- All onsite piping, valves, hydrants, fire department connections, double detector check valves, all potable mains and services beyond meter, all sewer gravity lines, force main line, and Lift Station and irrigation or reclaimed water piping shall be installed by the developer and will remain privately owned, operated and maintained in perpetuity by the property owner.

- All connections to City facilities shall be made at Developer's expense. All water and reuse meters 2" and below will be installed by the City at the Developer's expense.
- Any other installations required in accordance with the plans and specifications for the subject development or which are otherwise required in accordance with sound utility engineering practices.

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

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

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

Section 7. Conveyance of easements and improvements. The Developer shall at its expense grant to the City adequate transferable easements for water, sewer and reuse lines, for access to lift stations and water stations and related appurtenances as may be deemed necessary by the City. The City shall have absolutely no responsibility whatsoever for the maintenance of any utility lines within the project.

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

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

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

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

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

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

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

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

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

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

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

Section 19. Miscellaneous.

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

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

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

D. Governing Law; Venue. This Agreement shall be construed and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City now in effect and those hereinafter adopted. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Volusia County, Florida.

E. Severability. If any word, phrase, sentence, paragraph or other portion of this Agreement is finally determined by a court of competent jurisdiction to be void or unenforceable then such word, phrase, sentence, paragraph or other portion shall be severed from this Agreement and the balance shall remain in full force and effect to the greatest extent permitted by law.

F. Effective Date. The effective date of this agreement shall be the date that it is last executed by a party as set forth below.

DELAND STRIP CENTER, LLC

Name: Nicholas Jones
Title: Managing Member

CITY OF DELAND

Christopher M. Cloudman
Mayor

ATTEST:

[Signature]
Name: _____
Secretary

ATTEST:

Dale Arrington
Acting City Clerk - Auditor

Witness

[Signature]
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 _____, 2026 by Christopher M. Cloudman, Mayor-Commissioner of the City of DeLand, Florida who is personally known to me or who has produced, _____ as identification

Notary Public - State of Florida

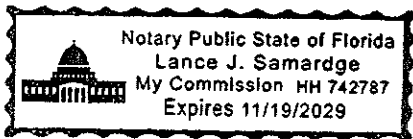
Name: _____
My Commission expires: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30 day of April, 2026 by NICHOLAS JONES, the MANAGER of DELAND STRIP CENTER, LLC who is personally known to me or who has produced, _____ as identification.

[Signature]
Notary Public, State of Florida

Name: Lance J. Samardge
My Commission expires: NOVEMBER 19, 2029



Contact Information

OWNER

DELAND STRIP CENTER LLC - FS - FEE SIMPLE - 100%
2469 JOHN YOUNG PARKWAY
ORLANDO, FL 32804

CIVIL ENGINEER

INTERPLAN LLC
220 E. CENTRAL PKWY, STE 4000
ALTAMONTE SPRINGS, FL 32701
407.645.5008
CONTACT: CHRIS BLURTON
EOR: STUART ANDERSON, PE

ARCHITECT

FWH ARCHITECTS, INC.
3336 GRAND BOULEVARD, SUITE 201
HOLIDAY, FL 34690
727-815-3336
CONTACT: BRENDA ROONEY

Utility Contact Information

CITY OF DELAND
1102 SOUTH AMELIA AVENUE
DELAND, FL 32720
PHONE: 386-626-7252

DUKE ENERGY
400 N. SPRING GARDEN AVE.
DELAND, FL 32720

CITY OF DELAND
Request for Commission Action
June 1, 2026

SUBJECT: Grant of temporary authorization to the St. Johns River Water Management District to install water monitoring equipment adjacent to Lake Gertie.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: PUA_Lake Gertie

APPROVED BY: Michael Pleus, City Manager, May 26, 2026

SUMMARY/HIGHLIGHT:

The St. Johns River Water Management District (the "District") has requested authorization to install water monitoring equipment on property owned by the City in close proximity to Lake Gertie. The District will install telemetry scientific equipment to collect data and monitor the water levels of Lake Gertie and its surrounding area. Although this agreement has a term of ten years, the City can require the equipment to be moved with 90 days notice to the District, in the event that becomes necessary in the future for some reason.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government.

SUSTAINABILITY:

The monitoring equipment will facilitate the District's mission of ensuring the environmental well being of the area.

FISCAL IMPACT:

There is no financial impact to the City. All costs associated with this effort will be borne by the District.

RECOMMENDATION:

Approve the attached agreement.

BACKGROUND/DISCUSSION:

The District desires to monitor the lake level in and around Lake Gertie and gather related information related to the ground water in the area. The equipment which will be installed pursuant to this agreement will facilitate the District's efforts.

PERMISSIVE USE AGREEMENT

City of DeLand, a Florida municipal corporation, its successors and assigns (Owner) owns certain property located in Volusia County, Florida (Parcel Id: 700503000081) (the Property), and does hereby give permission for the St. Johns River Water Management District, (District), its agents and contractors, the right to locate, construct, install, operate, inspect, alter, improve, maintain, repair, remove, and rebuild scientific equipment for research and scientific purposes: namely, have access across the Property to install and maintain telemetry scientific equipment to collect data and monitor the water levels of Lake Gertie and its surrounding area commencing June 2, 2026.

The initial term of this Agreement shall be ten (10) years from the date of full execution (Effective Date) and will then automatically renew for additional ten-year terms. This Agreement may be terminated by either party upon 90-days written notice of termination to the other party. Upon receipt of written notice of termination, the District shall remove all its equipment from the Property and shall leave the Property in as good a condition as it was in immediately prior to the equipment removal.

Prior to any work performed pursuant to this Agreement, the Owner will be given 48 hours notification via email sent to the following address: ailesj@deland.org.

The District shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28, Florida Statutes, and shall be responsible for the negligent acts or omissions of its officers, employees, agents, and contractors in the event that such acts or omissions result in injury to persons or damage to property. Nothing in this Agreement shall be deemed to alter the District's partial waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. The District shall assume all costs associated with the repair and replacement of its equipment.

Owner(s): City of DeLand
Mailing Address: PO Box 449
Deland, FL 32721

Signature: _____ Date: _____
Name: Michael P. Pleus Title: City Manager

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

By: _____
Michael A. Register, P.E.
Executive Director

For use and reliance only by
St. Johns River Water Management District
Legal Form and Content Approved:

ATTEST:
By: _____
Erin Preston
General Counsel

By: _____
Karen Ferguson, Sr. Asst. General Counsel
Office of General Counsel

CITY OF DELAND
Request for Commission Action
June 1, 2026

SUBJECT: Approval of Minutes for the regular meetings of May 5, May 19, and June 2, 2025 and the regular Meeting of May 18, 2026.

DEPARTMENT: City Clerk

PREPARED BY:

ATTACHMENTS: MIN CC 05.05.2025 DRAFT v1 final-D, MIN CC 05.19.2025 final-D, MIN CC 06.02.2025 v1 final-D, 05-18-26 City Commission Regular Meeting_Minutes_Preview (7)

APPROVED BY: Michael Pleus, City Manager, May 26, 2026

SUMMARY/HIGHLIGHT:

Attached are minutes for review and approval. These minutes were prepared by Ms. Gwen Keough-Johns, MMC, of City Clerk Associates, LLC. Staff reviewed minutes using notes made at the meeting and can attest that the minutes are accurate. Staff is currently preparing recent minutes (May 18, 2026) directly after the meeting. All are in order for approval.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Approve the minutes.

BACKGROUND/DISCUSSION:

N/A

**MINUTES FOR A REGULAR MEETING OF
THE CITY COMMISSION OF THE CITY OF DELAND
HELD ON MONDAY, MAY 5, 2025, AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE**

CALL TO ORDER

The meeting was called to order by Mayor Cloudman at 7:00 p.m.

Mayor Cloudman requested that anyone present who wishes to address the City Commission on an item appearing on tonight's agenda, or with regard to an item not on the agenda, please fill out a Speaker's Card and give it to the City Clerk. The public has a right to speak with regard to any item on which the City Commission is to take action.

INVOCATION: Pastor T.L. Jackson, DeLand Community Church

PLEDGE OF ALLEGIANCE: Mayor Cloudman led the Pledge of Allegiance.

ROLL CALL

Commissioner Richard Paiva	Present
Vice Mayor Jessica Davis	Present
Commissioner Dan Reed	Present
Commissioner Kevin Reid	Present
Mayor Chris Cloudman	Present

ALSO PRESENT: Michael Pleus, City Manager; Darren J. Elkind, City Attorney; Todd Allen, Fire Chief; Michael Grebosz, Assistant City Manager; Julie Hennessy, City Clerk; Adam Kisthardt, Deputy Chief; Alberto Cirelli, IT Director; Dan Stauffer, Finance Director; Rick Werbiskis, Community Development Director; Ray Bahrami, City Engineer; Ray Underwood, Public Works Director; Carol Kuhn, Planning Director; Rick Hall, Parks and Recreation Director; Jim Ailes, Utilities Director; Debi Glick, Land Development Manager; members of the public and press.

PRESENTATIONS

1. City of DeLand Super Star Students of the Month.

Vice Mayor Davis made the presentation to the students. Gift certificates were given to the Star Students.

2. Proclamation, Kids to Park Day.

Commissioner Kevin Reid read the proclamation, and Commissioner Dan Reed presented it to Rick Hall, making May 17, 2025, Kids to the Parks Day.

3. Proclamation, MainStreet DeLand Association 40th Anniversary Day.

The proclamation was read by Dan Reed, and Mayor Cloudman presented a proclamation recognizing the 40th anniversary of MainStreet DeLand and its continued success in making downtown DeLand a better place to work, live, and play.

4. Proclamation, National Police Week.

Mayor Cloudman read, and Commissioner Kevin Reid presented a proclamation to Deputy Chief Kisthardt, declaring May 11-15, 2025, as National Police Week in the City of DeLand.

5. Proclamation, National Historic Preservation Month.

Vice-Mayor Davis read, and Commissioner Paiva presented a proclamation to Emily Kunkel, Senior Planner/Historic Resource Coordinator, declaring May as National Historic Preservation Month.

6. Proclamation, Municipal Clerks Week.

Commissioner Paiva read, and Vice-Mayor Davis presented a proclamation which declared May 4-10, 2025, as Municipal Clerks Week and recognized the City Clerk and Deputy City Clerk for the services they provide.

7. Employee Years of Service Award.

Mayor Cloudman recognized Julia Hewitt, Deputy City Clerk, who was not present at the meeting, for her 10 years of service.

CONSENT AGENDA

1. Resolution Approving FY 2024-2025 Budget Amendment.

Presentation of a budget amendment for FY 2024/2025.

2. Consideration re Award of Bid for Backflow Device Testing, Certifications and Repairs for the City of DeLand FY 25-26.

Staff recommend that the City Commission award the bid for Backflow Device Testing, Certification and Repairs for the City of DeLand to Aaron's Backflow in the amount of \$232,247.

3. Consideration re Change Order #1 for Lead and Copper At-Risk Population Material Investigation Services.

Staff recommend that the City Commission approve the subject task order with McKim & Creed to provide services for the investigation of service lines of unknown materials within the distribution system for the Lead Service Line Inventory.

Commissioner Paiva made a motion to approve Consent Agenda items 1-3. Vice-Mayor Davis seconded the motion, which was carried by a unanimous vote.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

Fred Colter, 820 N. Tuxedo Ave, commended the city on the Garfield Trail status, which was delayed, and wanted to express that the end product was worth it. He also brought to light that the Amelia Roundabout is not appealing and not visible from the north. He suggested taking the concrete out and planting something to make it more appealing. Mayor Cloudman advised that the County would have to decide to make an improvement.

Randy Williams, Traverse City, MI left the meeting before commenting.

OLD BUSINESS

1. Second Reading of Ordinance No. 2025-06, Abandoning 0.198 Acre of Right-of-Way of Church Street, North of Lots 1-7 of the Delmay Subdivision Plat.

Mr. Elkind, City Attorney, read Ordinance No. 2025-06, by title only.

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, ABANDONING A PORTION OF THE CHURCH STREET RIGHT-OF-WAY, CONSISTING OF ±0.198 ACRES, LOCATED NORTH OF LOTS 1 THROUGH 7 OF THE DELMAY SUBDIVISION AND SOUTH OF THE WESLEYAN CHURCH CAMPUS; AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Cloudman opened the Public Hearing.

Kendall Story, Senior Planner, presented the ordinance and reviewed the property and request. This is the second and final reading. Mr. Watts met with the pastor from the adjacent church and agreed on a 6 ft wall on the north side of the development to buffer the properties. A disclosure will be added to the PD Agreement and Covenants, stating that

there is an active church behind the community. It is recommended that the City Commission approve the vacation of a portion of Church Street right-of-way. Ms. Story was available for questions. No questions were addressed.

Mayor Cloudman closed the Public Hearing.

Commissioner Paiva made a motion to approve the Ordinance on second reading. Vice-Mayor Davis seconded the motion. The motion was carried by a unanimous vote.

NEW BUSINESS

1. Consideration re Interlocal Agreement with Volusia County for use of Opioid Settlement Funds.

Darren J. Elkind, City Attorney, spoke about the settlement funds that come to the City, and noted that the agreement allows the City to transfer the money to the County so they can pool it and use the dollars more effectively. Vice-Mayor Davis questioned the balance of the funds, expressing concern related to mental health, homelessness, and DeLand organizations that should receive those funds.

Mr. Eddie Shuler, 339 E. New York Ave, and representing Foundations for Freedom, spoke about grant funding that has been awarded to his organization from the Opioid settlement funds. They have received grants from the Opioid Funds for vending machines to disperse Narcan and want to place more of the machines in other locations. Mayor Cloudman noted that he had been approached about scheduling a meeting to discuss additional vending machines. Vice-Mayor Davis commented on the hot spots for vending machines to save lives.

Vice-Mayor Davis made a motion to approve the Agreement and Commissioner Dan Reed seconded the motion. The motion was carried by a unanimous vote.

2. Resolution re Designation of Alternate City Representative to Volusia County Opioid Advisory Board.

Mr. Grebosz is the representative on the Opioid Abatement Funding Advisory Board, and their request is to appoint an alternate, Todd Allen, Fire Chief.

Vice-Mayor Davis made a motion to appoint Fire Chief Allen, and Commissioner Paiva seconded the motion. The motion was carried by a unanimous vote.

CITY COMMISSION REPORT

1. Report re Elected Officials Round Table.

Mayor Cloudman noted that the Elected Officials Round Table did not meet in April but did have a Stormwater Mitigation Subcommittee meeting earlier in the day. Responsibilities were discussed. Ben Bartlett, Volusia County Public Works Department Director, further discussed efforts being made to work with the cities.

2. Report re Volusia-Flagler TPO.

Mayor Cloudman reported that the TPO had officially moved into the new office on LPGA.

Vision Z Action Plans were discussed.

3. Report re River of Lakes Heritage Corridor.

Commissioner Dan Reed provided an update on the River of Lakes Heritage Corridor. He noted that Joe Balog, of Mighty River Recovery, is working to obtain funding for the St. Johns River.

D Ranch Preserve was added as a new member to the Lake Heritage Corridor.

CITY MANAGER REPORT

Nothing to report.

CITY ATTORNEY REPORT

Nothing to report.

CITY CLERK REPORT

Nothing to report.

CITY COMMISSION

Commissioner Dan Reed had nothing to report.

Commissioner Paiva mentioned his attendance at the Florida League of Cities Elected Official Training.

Commissioner Kevin Reid had nothing to report.

Mayor Cloudman announced the following:

Wednesday, May 7, 2025, the City blood drive will be held on New York Ave.

Charles Bailey Sign unveiling is at 4:30 p.m., May 5, 2025, at the airport.

African American Museum of Arts is holding its annual Florida Emancipation Day celebration.

The City Commission will be discussing the Land Development Regulations during upcoming City Commission meetings.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:16 p.m.

Julie A. Hennessy, MMC
City Clerk – Auditor

RESPECTFULLY SUBMITTED:

APPROVED ON:

/s/ Gwen Keough-Johns
Gwen Keough-Johns, MMC
City Clerk Associates, LLC

City Commission Meeting Date

**MINUTES FOR A REGULAR MEETING OF
THE CITY COMMISSION OF THE CITY OF DELAND
HELD ON MONDAY, MAY 19, 2025, AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE**

CALL TO ORDER

The meeting was called to order by Mayor Cloudman at 7:00 p.m.

Mayor Cloudman requested that anyone present who wishes to address the City Commission on an item appearing on tonight's agenda, or with regard to an item not on the agenda, please fill out a Speaker's Card and give it to the City Clerk. The public has a right to speak with regard to any item on which the City Commission is to take action.

INVOCATION

Pastor Bishop Eugene Collier, New St. Johns Missionary Baptist Church, provided the invocation.

PLEDGE OF ALLEGIANCE

Mayor Cloudman led the Pledge of Allegiance.

ROLL CALL

Commissioner Richard Paiva	Present
Vice Mayor Jessica Davis	Present
Commissioner Dan Reed	Present
Commissioner Kevin Reid	Present
Mayor Chris Cloudman	Present

ALSO PRESENT: Michael Pleus, City Manager; Darren J. Elkind, City Attorney; Todd Allen, Fire Chief; Michael Grebosz, Assistant City Manager; Julie Hennessy, City Clerk; Alberto Cirelli, IT Director; Dan Stauffer, Finance Director; Ray Bahrami, City Engineer; Ray Underwood, Public Works Director; Carol Kuhn, Planning Director; Rick Hall, Parks and Recreation Director; Jim Ailes, Utilities Director; Jason Umberger, Police Chief; Chris Graham, Community Information Manager; Kendall Story, Senior Planner; Carrie Lasky, Human Resources Manager; Mariellen Calabro, Deputy Public Works Director; members of the public and press.

Mayor Cloudman announced that the Ordinance regarding chickens in the city will be continued to the June 7, 2025, City Commission meeting.

PRESENTATIONS

1. Presentation re Art in Public Places – George Marks Elementary.

Mayor Cloudman recognized young artists in the community, and Vice Mayor Davis presented the certificates to the students.

2. Presentation re Faith Hope and Charity Grant Award.

Stephanie Mullins, Treasurer of Faith, Hope and Charity Society, presented awards to the Neighborhood Center of West Volusia, DeLand Naval Air Museum, Support Volusia, Museum of Art DeLand, and Athens Theater.

3. Presentation from Khelsea Bauer, New Advent CEO.

Ms. Bauer introduced herself as the New Advent CEO and recognized the exciting ways Advent supports the community.

Vice Mayor Davis welcomed and thanked her for the donations to Volusia County Schools.

4. Proclamation, ALS Awareness Month.

Commissioner Paiva read the proclamation, and Commissioner Dan Reed presented the proclamation.

5. Proclamation, National Public Works Week.

Vice Mayor Davis read the proclamation, and Commissioner Kevin Reid presented the proclamation recognizing the DeLand Public Works Department. “People, Purpose, Presence” was the theme of National Public Works Week.

6. Proclamation, Emergency Medical Services Week.

Commissioner Dan Reed read the proclamation, and Commissioner Paiva presented the proclamation. Mayor Cloudman declared May 18-24, 2025 as EMS Week.

7. Firefighter Badge Pinning Ceremony for Cesar Prada and Julian Povilaitis.

Todd Allen, Fire Chief, read a biography for each of the new firefighters. He recognized the two firefighters on the team after they had completed their one-year probation.

Cesar Prada was pinned by his wife and children.

Julian Povilaitis was pinned by his girlfriend, Nicole.

8. Presentation re Quarterly Financial Report for the Period Ending March 31, 2025.

Dan Stauffer, Finance Director, presented the quarterly financial report. General fund revenues are trending well. Property taxes are 93% of the budget. Public services taxes, franchise fees, and intergovernmental revenues are currently below the 50% mark. Expenses are trending well. Required reserves are still on hand.

Commissioner Reid questioned the interest revenue. Mr. Stauffer expects the number to decrease.

CONSENT AGENDA

1. Resolution Approving Sole Source Purchase, ESRI 3-Year Agreement.
2. Consideration re Change Order No.1 to River Booster Pump Station.
3. Consideration re task Order Assignment, East Regional Force Main Phase B-1 Design.
4. Consideration re Approval of Florida Unified Certification Program (UCP) Agreement.
5. Resolution Approving Support of Volusia County Local Mitigation Plan Update.
6. Resolution Approving the Authorization for the City Manager to Execute Federal Aviation Administration (FAA) Grants on Behalf of the City Commission.
7. Resolution re Surplus Equipment.
8. Consideration re Execution of Deeds to Volusia County for the Beresford Avenue Extension.

Commissioner Paiva made a motion to approve Consent Agenda items 1-8. Vice Mayor Davis seconded the motion, which carried by a unanimous vote.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

None.

BOARD APPOINTMENT

1. Consideration re Appointments to the Tree Advisory Committee.

Request to make an appointment to the Tree Advisory Committee.

Julie Hennessy, City Clerk said there were 4 seats on the committee, and 13 applications have been submitted. She discussed the applicants.

Vice Mayor Davis asked for feedback regarding the Tree Advisory Committee.

Steve Edgar of 6044 Lake Winona Road, DeLeon Springs, Florida, and has worked as a County Forester in recent years. He is requesting reappointment to the Tree Advisory Committee.

Deborah Heeter joined the meeting and would like to see the City of DeLand spend more time on community trees.

Kathy Hersh spoke about the trees in the community and noted she had served on the Parks committee in South Florida and was excited to work with the committee.

Ranking Sheets for vacant seats are attached to these minutes.

Seats were appointed:

- Seat 1 - Howard Jeffries
- Seat 2 - Steve Edgar
- Seat 3 – Harry DeLashmutt
- Seat 4 – Kathy Hersh

Commissioner Dan Reed made a motion to approve seat 1. Commissioner Kevin Reid seconded the motion, which carried by a unanimous vote.

Vice Mayor Davis made a motion to approve seat 2. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

Commissioner Reid made a motion to approve seat 3. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

Commissioner Paiva made a motion to approve seat 3. Vice Mayor Davis seconded the motion, which carried by a unanimous vote.

OLD BUSINESS

1. Second Reading of Ordinance No. 2025-07, Changing the Zoning for 18.3 Acres of Property, Located at 450 North McDonald Avenue, from Multiple-Family Dwelling District (R-12) to McDonald Property Planned Development (First Reading April 21, 2025).

Mr. Elkind read the Ordinance by title only.

ORDINANCE NO. 2025-07

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM CITY OF DELAND'S R-12 MULTI-FAMILY TO MCDONALD PROPERTY PLANNED DEVELOPMENT (PD), ON PROPERTY LOCATED 450

NORTH MCDONALD AVENUE; APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 18.39± 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.

Mayor Cloudman opened the Public Hearing.

Kendall Story, Senior Planner, presented the request for approval of the second and final reading, displayed the Concept Plan visuals, and answered questions. Vice Mayor Davis noted that one commissioner was absent from the previous meeting on April 21, 2025, and asked whether there were any changes; none were reported. The applicant was also available to answer questions.

Mayor Cloudman closed the Public Hearing.

Commissioner Paiva made a motion to approve seat 3. Commissioner Dan Reed seconded the motion. The motion was carried by a 4-1 vote as follows:

Commissioner Paiva	YES
Vice Mayor Davis	NO
Commissioner Dan Reed	YES
Commissioner Kevin Reid	YES
Mayor Cloudman	YES

NEW BUSINESS

1. Request to Continue the First Reading of Ordinance Amending Land Development Regulations to Allow Urban or Backyard Chickens in Some of the Residential Zone Districts.

Carol Kuhn, Planning Director; stated that the item would be presented to the Planning and Zoning Board on June 11, 2025, and to City Commission on July 7, 2025.

Vice Mayor Davis made a motion to approve the continuance. Commissioner Paiva seconded the motion, which carried by a unanimous vote.

2. First Reading of Ordinance Amending Land Development Regulations Relating to Indoor Recreation and Shade Structures.

Mr. Elkind read the Ordinance by title only.

ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF DELAND LAND DEVELOPMENT REGULATIONS BY AMENDING SECTION 33-12 “DEFINITIONS”; BY AMENDING SECTION 33-17.23 “ALLOWED USED IN COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS”; BY AMENDING SECTION 33-132 “PROCEDURE FOR REVIEW OF DEVELOPMENT PLANS’ PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Cloudman opened the Public Hearing.

Carol Kuhn, Planning Director, presented the ordinance. Staff is proposing to allow small shade structures, under 800 square feet in the C-2A zoning district, to allow for small indoor recreation facilities under 5,000 square feet in the C-2A zoning district, and to allow for extensions on incomplete plans to be granted at an administrative level.

She stated that code amendments were presented to the Planning Board on May 14, 2025, and will have a second reading on June 2, 2025.

Mayor Cloudman commented and agreed to the suggested staff-level approvals.

Commissioner Kevin Reid asked if the shade structure would stand alone or be attached to the building. Ms. Kuhn answered that, regardless of type, it would require a permit and could be removed during a hurricane; all structures would be engineered.

Mayor Cloudman closed the Public Hearing.

Commissioner Dan Reed made a motion to approve the Ordinance. Commissioner Paiva seconded the motion, which carried by a unanimous vote as follows:

Commissioner Paiva	YES
Vice Mayor Davis	YES
Commissioner Dan Reed	YES
Commissioner Kevin Reid	YES
Mayor Cloudman	YES

CITY MANAGER REPORT

City Manager Pleus stated he would be attending the Harvard Kennedy Senior Executive State and Local Government Program and will be out of the office during the month of June.

CITY ATTORNEY REPORT

Nothing to report.

CITY CLERK REPORT

Nothing to report.

CITY COMMISSION

Commissioner Paiva had nothing to report.

Vice Mayor Davis highlighted the excellent job done at the sign unveiling.

Commissioner Dan Reed had nothing to report.

Commissioner Kevin Reid stated he was excited to get into the LDR project, and he also appreciated the enthusiasm shown by staff.

Mayor Cloudman made announcements, including the upcoming Hurricane Luncheon that will be held on June 13, 2025, at the Sanborn Center. Mr. Pleus noted that Chief Allen would give a presentation on emergency preparedness, and employees would be released after the luncheon.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:51 p.m.

Julie A. Hennessy, MMC
City Clerk – Auditor

RESPECTFULLY SUBMITTED:

APPROVED ON:

/s/ Gwen Keough-Johns
Gwen Keough-Johns, MMC
City Clerk Associates, LLC

City Commission Meeting Date

**MINUTES FOR A REGULAR MEETING OF
THE CITY COMMISSION OF THE CITY OF DELAND
HELD ON MONDAY, JUNE 2, 2025, AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE**

CALL TO ORDER

The meeting was called to order by Mayor Cloudman at 7:00 p.m.

Mayor Cloudman requested that anyone present who wishes to address the City Commission on an item appearing on tonight's agenda, or with regard to an item not on the agenda, please fill out a Speaker's Card and give it to the City Clerk. The public has a right to speak with regard to any item on which the City Commission is to take action.

INVOCATION: Pastor Johnny Long, First Baptist Church

PLEDGE OF ALLEGIANCE: Mayor Cloudman led the Pledge of Allegiance.

ROLL CALL

Commissioner Richard Paiva	Present
Vice Mayor Jessica Davis	Present
Commissioner Dan Reed	Present
Commissioner Kevin Reid	Present
Mayor Chris Cloudman	Present

ALSO PRESENT: Darren J. Elkind, City Attorney; Michael Grebosz, Assistant City Manager; Julie Hennessy, City Clerk; Dan Stauffer, Finance Director; Ray Bahrami, City Engineer; Carol Kuhn, Planning Director; Rick Hall, Parks and Recreation Director; Jim Ailes, Utilities Director; Jason Umberger, Police Chief; Chris Graham, Community Information Manager; Ray Underwood, Public Works Director; Rick Werbiskis, Community Development Director; Jeremy Wiggins, Human Resources Director; Debi Glick, Planning Division; Michael Vazquez, Fire Department; members of the public and press.

PRESENTATIONS

1. Presentation re Employee Development and Mentoring Program Certificates of Completion.

Michael Grebosz, Assistant City Manager, presented the certificates.

2. Volusia League of Cities Award to Mayor Cloudman.

Nancy Miller, Mayor of Daytona Beach Shores, and of the Volusia League of Cities Board of Directors, presented the service award to Mayor Cloudman.

3. Presentation re DeLand Citizens Academy.

Moved to the June 16, 2026, meeting.

4. Employee Years of Service Awards.

Commissioner Dan Reed presented the Years of Service Award to Kevin R. Givens for the completion of 10 years of employment with the City of DeLand.

CONSENT AGENDA

Consent agenda items number 3 and 5 were pulled of the Consent Agenda for further discussion.

1. Consideration re Award of Bid, Littleton Circle Drainage & ADA Repairs.

Staff recommends that the City Commission award the Littleton Circle Drainage & ADA Repairs project to DDS Enterprises LLC for an amount not to exceed \$189,275.00.

2. Consideration re JL2 Architecture Post Design Services, Fire Station 83 Expansion and Renovation.

Staff recommends that the City Commission approve JL2 professional post design services for Fire Station 83 renovation and expansion, in the total amount of \$24,555.00.

3. Removed from consent agenda: Consideration re JL2 Agreement for Professional Services, Police Department Security Wall.

4. Consideration re Award of Bid, Fire Station 83 Expansion and Renovation.

Staff recommends that the City Commission award the base bid and Alternate Bid item 1 to Qualis General Contractors, LLC for Fire Station 83 expansion and renovation project in the amount of \$975,372.30.

5. Removed from consent agenda: Consideration re Approval of Sale and Consumption of Alcoholic Beverages on City Property, Firecracker Festival.

6. Consideration re Cost Share Agreement Amendment #2 with St. Johns River Water Management District for Phase 5 Reclaimed Water Main Extension.

Staff recommends that the City Commission approve the Cost Share Agreement Amendment #2 between the St. Johns River Water Management District and the City of DeLand's Reclaimed Water System Expansion, Reclaim Phase 5 project.

7. Consideration re Change Order No. 1 to the East Regional Force Main (Part A) Project.

Staff recommends that the City Commission approve Change Order No. 1 in the amount of \$2,974,123.00.

8. Consideration re Change Order No. 1 to the FY 2024 Water Main Improvements.

Staff recommends that the City Commission approve Change Order No. 1 in the amount of \$307,927.00.

9. Consideration re Utility Service Agreement for the Ford 472 Canopy Preserve Subdivision.

Staff recommends that the City Commission approve the Utility Service Agreement for the Ford 472 Canopy Preserve Subdivision.

Vice Mayor Davis made a motion to approve Consent Agenda items 1-2, item 4, and items 6-9. Commissioner Kevin Reid seconded the motion, which carried by a unanimous vote.

3. Consideration re JL2 Agreement for Professional Services, Police Department Security Wall.

Staff recommends that the City Commission approve JL2 architectural and engineering services for new Police Department security wall in the amount \$21,175.00.

Commissioner Kevin Reid expressed concerns about the expansion and renovations.

Jason Umberger, Police Chief, shared the need for a security wall after several dangerous incidents occurred, causing damage to city property.

Vice Mayor Davis supported the security wall, but suggested it be improved with greenery or art to make it more aesthetically pleasing.

Commissioner Dan Reed supported the security wall but wanted to ensure that the wall would blend into the community.

Commissioner Paiva agreed that the wall is necessary. The design was to make the project as affordable as possible.

Commissioner Kevin Reid made a motion to approve Consent Agenda item 3. Commissioner Paiva seconded the motion, which carried by a unanimous vote.

5. Consideration re Approval of Sale and Consumption of Alcoholic Beverages on City Property, Firecracker Festival.

Consideration of approval of sale and consumption of alcoholic beverages on City property for the Firecracker Festival.

Commissioner Paiva explained that alcohol has traditionally been prohibited at the Firecracker Festival, expressing particular concern about allowing it due to the potential risks of combining alcohol and firearms. Vice Mayor Davis and Mayor Cloudman agreed with these concerns.

Commissioner Paiva made a motion to deny Consent Agenda items 5. Vice Mayor Davis seconded the motion, which carried by a unanimous vote to deny.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

Speaker Card:

Randy Williams left the meeting before being called to speak.

Angelica Rodriguez, of 1247 Bear Oak Lane commented on reclaimed water access in connection with Beresford Woods. She asked the City to consider expanding access to reclaimed water to Beresford Woods. Mayor Cloudman advised there are plans for expansion in the near future. Jim Ailes, Utilities Director, provided information and a project timeline.

OLD BUSINESS

1. Second Reading of Ordinance No. 2025-08, Amending Land Development Regulations as to Indoor Recreation and Shade Structures.

Mr. Elkind read the Ordinance by title only.

ORDINANCE NO. 2025 – 08

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF DELAND LAND DEVELOPMENT REGULATIONS BY AMENDING SECTION 33-12 “DEFINITIONS”; BY AMENDING SECTION 33-17.23 “ALLOWED USES IN COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS”; BY AMENDING SECTION 33-132 “PROCEDURE FOR REVIEW OF DEVELOPMENT PLANTS” PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Carol Kuhn, Planning Director, provided background information about the proposed changes. Staff is proposing amendments to the Land Development Regulations to allow small shade structures and smaller indoor recreational opportunities within the downtown, and provide for streamlined, efficient processes for extension of incomplete plans by allowing a staff-level extension, rather than requiring City Commission approval.

Mayor Cloudman closed the public hearing.

Commissioner Dan Reed made a motion to approve the ordinance. Commissioner Paiva seconded the motion, which carried by a unanimous vote as follows.

Commissioner Paiva	YES
Vice Mayor Davis	YES
Commissioner Dan Reed	YES
Commissioner Kevin Reid	YES
Mayor Cloudman	YES

NEW BUSINESS

1. Consideration re Historic Marker Agreement

Consideration of placement and agreement with Civitas for a Historic Marker to be installed at the 200 block of West Rich Avenue.

Mr. Elkind presented the agreement and addressed the license agreement for the Historic Marker and the wording on the sign.

Reggie Williams, spokesman for Volusia Remembers requested approval to place the Historic Marker which would provide information about the hanging of Lee Bailey.

Dan Gunderson of 113 Lake Winnemissett Drive discussed why he was supportive of the Historic Marker.

Astrid DeParry of 113 Lake Winnemissett Drive urged the City Commission to approve the Historic Marker.

Commissioner Paiva made a motion to approve the agreement. Vice Mayor Davis seconded the motion, which carried by a unanimous vote.

CITY COMMISSION REPORTS

1. Report re Elected Official Round Table

The round table met on May 12, 2025.

The “dangerous dog regulations”, 2025 hurricane season preview, 2025 sea turtle nesting season, and the sub-committee report were discussed.

2. Report re Volusia-Flagler TPO.

A slate of officers was approved for the fiscal year of July. There was also approval for the current officers to remain in place.

Updates were provided from the Department of Transportation.

3. Report re River of Lakes Heritage Corridor.

The next meeting is July 10, 2025. Family Fun Fish Day will be held June 14, 2025, at Highland Park Fish Camp and volunteers are needed.

CITY MANAGER REPORT

Michael Grebosz, Assistant City Manager, reported that the Greater Union Life Center has requested a letter of support from the city. Vice Mayor Davis spoke in support of a letter being provided by the city.

Mr. Grebosz introduced Jeremy Wiggins, Human Resources Director.

He announced a Hurricane Lunch and Training to be held on June 13, 2025.

CITY ATTORNEY REPORT

Nothing to report.

CITY CLERK REPORT

Nothing to report.

CITY COMMISSION

Commissioner Kevin Reed wished students a great summer.

Commissioner Paiva participated on a tour with the Fire Department.

Commissioner Dan Reid congratulated everyone who received an award.

Vice Mayor Davis thanked everyone for making DeLand look great.

Mayor Cloudman announced DeLand's Got Talent.

Mayor Cloudman announced the Juneteenth Celebration to be held on Saturday, June 14, 2025.

ADJOURNMENT

There being no further business, the meeting was adjourned at 09:00 p.m.

Julie A. Hennessy, MMC
City Clerk - Auditor

RESPECTFULLY SUBMITTED:

/s/ **Gwen Keough-Johns**
Gwen Keough-Johns, MMC
City Clerk Associates, LLC

APPROVED ON:

City Commission Meeting Date



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
MAY 18, 2026 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

MINUTES

CALL TO ORDER

Mayor Cloudman called the meeting to order at 7:00 p.m.

INVOCATION-Pastor Peter Migner, The Nazarene Church DeLand

Pastor Migner gave the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Cloudman led the Pledge of Allegiance.

ROLL CALL

Present: Richard Paiva, Commissioner; Jessica Davis, Vice-Mayor-Commissioner; Dan Reed, Commissioner; Kevin Reid, Commissioner; Christopher M. Cloudman, Mayor-Commissioner.

Also Present: Michael Grebosz, Assistant City Manager; Darren J. Elkind, City Attorney; Dale Arrington, Interim City Clerk-Auditor; Jason Umberger, Police Chief; Todd Allen, Fire Chief; Justin Desy, Deputy Fire Chief; Jeremy Wiggins, Human Resources Director; Alberto Ceirelli, IT Director; Dan Stauffer, Finance Director; Jim Ailes, Deputy Public Services/Utilities Director; Scott Zender, Deputy Utilities Director; Stephen Danskine, Deputy City Engineer; Ray Underwood, Public Works Director; Mariellen Calabro, Deputy Public Works Director; Rick Werbiskis, Community Development Director; Carol Kuhn, Planning Director; Sara Lux, Community Information Manager; Kendall Story, Senior Planner; Emily Kunkle, Planner II, and members of the public and press.

PUBLIC HEARING

PRESENTATIONS

1. Presentation on the Expansion of the Halifax Health/UF Health Medical Center of Deltona - Ben Eby, Vice President and Administrator.

Mr. Ben Eby provided information on the history of Halifax Health and its partnership with UF Health at the Medical Center of Deltona. He provided data on the number and types of visits at this hospital as well as the specialty care available. He outlined plans for expansion and stated that they are constantly looking to expand and grow services, with the goal being that residents of West Volusia do not have to leave West Volusia to receive specialty services. He thanked the community for having confidence in their services.

Mayor Cloudman stated that many of the new neighborhoods in southeast DeLand are closer to this hospital and this is a great asset in times of emergency.

Vice Mayor Davis thanked Halifax Health for all they do in the community.

2. Introduction of three new Police Officers: Garrett Shurdom, Lucas Formel and Benjamin Orden.

Police Chief Jason Umberger introduced the three new officers providing biographical information about each officer and what brought them to their positions with the DeLand Police Department. He then invited family members and friends to join each officer and pin their badge

on them.

On behalf of the Commission, Mayor Cloudman welcomed the three officers to the City of DeLand.

3. Fire promotion to Engineer - Christian Vallejo.

Fire Chief Todd Allen described Christian Vallejo's background and professional accomplishments both with the City and Volusia County. He invited family members to pin his badge.

4. Fire promotion to Lieutenant for Raymond Griffin.

Fire Chief Todd Allen provided biographical information about Raymond Griffin and his accomplishments with the City. He invited family members to pin his badge.

Mayor Cloudman expressed his appreciation to both Engineer Vallejo and Lieutenant Griffin for their service.

5. Presentation of Employee Years of Service Awards.

Commissioner Kevin Reid read and presented a plaque to Michael Vazquez, Fire Division Chief, for 25 years of service with the City.

Commissioner Dan Reed read and presented a plaque to Mariellen Calabro, Deputy Public Works Director, for 20 years of employment with the City.

Vice Mayor Davis read and presented a plaque to Joseph Church, Fire Lieutenant, for 20 years of service.

Commissioner Richard Paiva read and presented a plaque to Alberto Cirelli, IT Director, for fifteen years of employment with the City.

Commissioner Kevin Reid read and presented a plaque to Daniel Stauffer, Finance Director, for 10 years of service to the City of DeLand.

Commissioner Dan Reed read and presented a plaque to Robert Mosness, Chief Water Plant Operator, for 10 years of service to the City.

6. Proclamation re National Public Works Week.

Commissioner Dan Reed read the Proclamation and Vice Mayor Davis presented the proclamation to the group of Public Works employees who attended the meeting.

Commissioner Mayor Cloudman thanked the employees for all their hard work.

Ray Underwood, Public Works Director, talked about the upcoming second annual "Touch a Truck" event scheduled for May 22, 2026 at Earl Brown Park.

7. Proclamation re Emergency Medical Services Week.

Kevin Reid read the proclamation and Commissioner Richard Paiva presented the proclamation to the Emergency Workers present.

Mayor Cloudman thanked the group for all of their service.

8. Presentation re Quarterly Financial Report for the Period Ending March 31, 2026.
Finance Director Dan Stauffer presented the report and indicated that, for the most part, revenues were trending well and at a pace commensurate with expenditures. He outlined surplus revenue in the special funds and indicated that the permit fees would continue to be monitored to assure that revenues cover anticipated expense.

Mayor Cloudman indicated that the close match between revenues and expenditures shows that the City respects the community and does what is best for them.

CONSENT AGENDA

1. Consideration re Gateway Grant Request for 336 N. Woodland Blvd.
2. Consideration re Contract Amendment for School Resource Officers.
3. Approval of Minutes for the regular meetings of January 4, January 19, February 1, and February 15, 2021; Minutes for the regular meetings of June 17, August 19, and September 4, 2024; Minutes for the regular meeting of February 17, 2025, and Minutes for the regular Meeting of May 4, 2026.
4. Resolution Approving Community Development Block Grant (CDBG) Project Request for Fiscal Year 2026-2027.
5. Resolution re Surplus Equipment.

Commissioner Paiva moved approval of the consent agenda. Commissioner Dan Reed seconded the motion. The motion was unanimously approved.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

Mr. Randy Williams thanked the community, various churches, community organizations and downtown business for their assistance. Mr. Williams concluded with a prayer.

BOARD APPOINTMENT

OLD BUSINESS

1. Second Reading of Ordinance Changing the Zoning for ±23.33 Acres of Property, Located at the Northeast Corner of International Speedway Blvd. and N. Spring Garden Ave., from VC R-3C (Single Family), to BR (Business Retail).

Mr. Elkind read the ordinance by title.

Mayor Cloudman opened the Public Hearing.

Kendall Story, Senior Planner, presented the staff report. She stated that the property was annexed into the city twenty years ago and at that time it received a City Comprehensive Plan Designation

but was not rezoned to a City zoning classification. In order for any development to occur on the property, it must be rezoned to a City zoning classification. She went over the zoning classifications and land use patterns found on the surrounding properties. She stated that although the subject site was still used for cattle grazing, this was not consistent with its current land use designation or zoning classification. She concluded by stating that the requested BR zoning classification was consistent with the BR Land Use designation currently on the property and that the application met all the requirements for the BR zone classification.

In response to a question from Vice Mayor Davis, Ms. Story responded that there had been no changes in the application since first reading of the ordinance.

Ms. Kelsey Hansen, of Cobb Cole, stated she was present on behalf of the applicant and could answer any questions. There were none.

There were no members of the public present to speak on this request.

Mayor Cloudman closed the Public Hearing.

Commissioner Paiva made a motion to approve the Ordinance changing the zone classification on this property to BR on first reading. The motion was seconded by Commissioner Dan Reed. Upon roll call vote, the motion for approval passed with a 4-1 vote, with Vice Mayor Davis dissenting.

NEW BUSINESS

1. Purchase of property adjacent to Public Works & Utilities Campus.

Mr. Elkind explained that this was a strategic acquisition to plan for the future by obtaining property needed for expansion of the public works and utility campus.

Mr. Ailes concurred and stated the City thought it was best to acquire the property when available, rather than go through condemnation procedures when property is ready to be developed. The site is needed for future expansion of fleet facilities.

Commissioner Paiva made a motion to approve the Purchase and Sale Agreement for property adjacent to the public works and utility campus. Commissioner Dan Reed seconded the motion which was unanimously approved by a vote of 5 - 0.

2. First Reading of Ordinance Abandoning ± 0.89 Acres of Right-of-Way of Bennett Drive, along lots 25-31 of the DeLand Business and Industrial Park plat.

Mr. Elkind read the ordinance by title only.

Mayor Cloudman opened the Public Hearing.

Emily Kunkle explained the history of the request and the drainage and utility easements that are proposed. She went through the requirements for vacation and stated that the application met the requirements.

Mayor Cloudman explained that this abandonment will assist an existing business in its expansion plans.

The applicant was present, but there were no questions.

Mayor Cloudman closed the Public Hearing.

Commissioner Paiva moved approval of the Ordinance abandoning a portion of Bennett Drive right of way. The motion was seconded by Commissioner Kevin Reid and unanimously adopted by a 5 - 0 vote.

CITY COMMISSION REPORTS

CITY MANAGER REPORT

Michael Grebosz explained that the Manager was at his son's graduation from West Point. Last week, both he and the Manager attended an ICMA conference.

CITY ATTORNEY REPORT

No report.

CITY CLERK REPORT

No report.

CITY COMMISSION

Vice Mayor Davis thanked staff for the thoroughness of the LDR workshops. She asked if information about the community workshops could be provided. Carol Kuhn outlined what happened at the community meetings. She stated the community meetings had small attendances, but the comments provided were good and the attendees felt that they were heard. The feedback she has received about the code changes has been very positive.

Commissioner Paiva stated that last week he attended the Florida League of Cities' leadership class.

Commissioner Kevin Reid noted that school will soon be out for the summer and that he is excited about the safety outreach programs provided by the City.

Commissioner Dan Reed stated that the downtown merchants were very appreciative of the efforts of the Public Works employees to keep everything in order.

Mayor Cloudman provided information about the City's Memorial Day activities. He also introduced the City's soon-to-be City Clerk, Christian Gowan, who was in attendance.

ADJOURNMENT

There being no further business, Mayor Cloudman adjourned the meeting at 8:05 p.m.

Respectfully submitted,

Approved:

Dale Arrington

Date

CITY OF DELAND
Request for Commission Action
June 1, 2026

SUBJECT: Second Reading of Ordinance Changing the Zoning for ±1.90 Acres of Property, Located at 600 North Woodland Boulevard, from E-1 (Educational) to DeLand Atrium PD (Planned Development).

DEPARTMENT: Planning

PREPARED BY: Emily Kunkel, Senior Planner

ATTACHMENTS: 2026-13 , Exhibit A - Legal Description, Exhibit B - Concept Plan, Exhibit C - Current Leasable Area, Staff Report, Z25-206 Aerial, Z25-206 Zoning, Z25-206 Trip Generation Statement, Letter of Support from Museum of Art, Letter of Support from Stetson University, Letter of Support from Shawn Stewart

APPROVED BY: Michael Pleus, City Manager, May 26, 2026

SUMMARY/HIGHLIGHT:

The subject property is ±1.90 acres in size, with an existing 26,444 sq. ft. building and associated parking on the property. The building was previously occupied by the Museum of Arts, and when continued operation of the property was no longer sustainable, the Museum sold the subject property to the current owner (applicant). The applicant plans to operate the property as a vertical mixed-use space, retaining the flexibility to allow continued use for the arts, including Stetson University's current use of ±9,150 square feet of the property as a performing arts theater, along with the other permitted uses. The current zoning is E-1 (Educational), and the applicant is requesting to rezone to the Atrium DeLand PD (Planned Development) district. The subject property is located across from Stetson University, and the University currently uses the ±9,150 square feet (225-seat) performing arts theater. North of the property is developed commercial uses; south and east is Stetson University; and to the west are residential use properties.

On April 8, 2026, the Planning Board unanimously voted to recommend approval of the proposed Planned Development rezoning.

The City Commission approved First Reading on May 4, 2026, with a vote of 5-0.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principles.

SUSTAINABILITY:

Approval of the PD will permit the continuance of commercial uses that align with the city's development requirements and will enable the city to continue active pursuit of its vision and strategic plan.

FISCAL IMPACT:

The property was previously tax-exempt, but has since been sold to a taxable commercial entity. As a result, it will be added to the City's tax rolls and will generate revenue to support municipal services.

RECOMMENDATION:

It is recommended that the City Commission approve the rezoning of this property from E-1 (Educational) to DeLand Atrium PD (Planned Development) on second reading.

BACKGROUND/DISCUSSION:

At this time, the applicant intends to continue the building's existing uses and allow for additional uses as outlined in the PD, with no plans for site redevelopment. Should redevelopment occur in the future, the site will be required to comply with the development standards of the PD, and existing conditions and layout for the site are identified on the Planned Development Plan.

ORDINANCE NO. 2026 - 13

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM E-1 EDUCATIONAL TO DELAND ATRIUM PLANNED DEVELOPMENT (PD), ON PROPERTY LOCATED AT 600 NORTH WOODLAND BOULEVARD; APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 1.90 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, 600 N. Woodland DeLand, LLC, owns approximately +/- 1.90 acres of land located at 600 North Woodland Boulevard, 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 designation from E-1 Educational to DeLand Atrium Planned Development (PD); and

WHEREAS, the Applicant wishes to amend the zoning to planned development to develop the property as a vertical mixed-use space, retaining the flexibility to allow continued use for the arts, and other uses compatible within the community; 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, public facilities and unified control; and

WHEREAS, the proposed development plan is consistent with the Educational 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 E-1, Educational to DeLand Atrium Planned Development (PD) on the property located at 600 North Woodland Boulevard, consisting of approximately +/- 1.90 acres.

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 DeLand Atrium PD, Planned Development District.

Section 3. The zoning of the Property as Planned Development District (PD), 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 Division and constitute a supplement to the official Zoning Map of the City.

Section 4. The approved Development Plan for DeLand Atrium PD, Planned Development District, including the Development Plan Agreement, Map and other supporting documentation (on file with the City Planning Division), 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. Pursuant to Article 5 of the City’s Land Development Regulations, the Applicant shall comply with all applicable infrastructure regulations.

Section 8. The Planning Director is 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 9. 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 10. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 1st day of June, 2026.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Christian Gowan
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

1
2
3
4
5
6
7
8
9
10
11

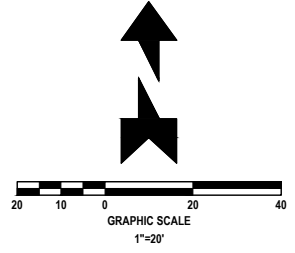
Lots 1, 2 and 4, Palmetto Court, according to the map or plat thereof as recorded in Map Book 4, page 5, Public Records of Volusia County, Florida.

and

Lots 1, 2 and 3, Block A, University Place, according to the map or plat thereof as recorded in Map Book 2, page 35, Public Records of Volusia County, Florida.

CONCEPTUAL DEVELOPMENT PLAN DELAND ATRIUM PD

600 N WOODLAND BLVD
DELAND, FL 32720



SITE DATA:

Site Address	600 N Woodland Blvd, DeLand, FL 32720
Parcel ID(s)	7009-22-01-0020
Jurisdiction	City of DeLand
Building Size (sf)	26,444 sf (gross)/(multi-story)
Number of Floors	3
Lot Size	82,842 SF 1.902 AC

Site Requirements & Zoning Information			
Current Zoning	E-1		
Proposed Zoning	PD (C-1 Similar)		
Future Land Use	MIXED COMMERCIAL & EDUCATIONAL		
Overlay	Historical Corridor		
Building Use	Art Museum, Theatre and Offices (see PD for extensive list)		

Contact Information	
Planning and Zoning	City of DeLand
Contact Person:	Carol Kuhn - Planning Director
Address:	120 South Florida Avenue, DeLand, FL 32720
Phone Number:	(386) 626-7016
Email:	kuhnc@deland.org

PD Attorney	Landis Graham French PA
Contact Person:	Alex Ford, Jr.
Address:	145 East Rich Avenue, Suite C, DeLand, Florida 32724
Phone Number:	(386) 734-3451
Email:	afor@landispa.com

Engineer	Newkirk Engineering, Inc.
Contact Person:	Cody A. Bogart, PE
Address:	1230 N US Highway 1 Suite 3, Ormond Beach, FL 32174
Phone Number:	(386) 872-7794 x113
Email:	Cody@newkirk-engineering.com

Owner / Applicant	600 N WOODLAND DELAND LLC
Contact Person:	Tyler Spore
Address:	858 W Plymouth Ave, DeLand, 32720
Phone Number:	(386) 748-1945
Email:	tyler.spore@virtechsystems.com

EXISTING SITE COVERAGE			
AREA TYPE	SF	ACRE	% OF SITE
BUILDING	17,688	0.406	21.4%
PAVEMENT	25,829	0.593	0.0%
CONCRETE	2,161	0.050	2.6%
PAVERS	6,292	0.144	7.6%
GREEN SPACE	30,872	0.709	37.3%
TOTAL SITE	82,842	1.902	100.0%
TOTAL IMPERVIOUS	51,970	1.193	62.7%
TOTAL OPEN SPACE	30,872	0.709	37.3%

PARKING REQUIREMENTS				
BUILDING USE	A. GSF	B. SPACES	C. PER GFA	D. REQ. SPACES
UPSTAIRS OFFICE	5,406	1	200	28
OFFICE/COMMERCIAL	3,262	1	200	17
SMALL OFFICES	297	1	200	2
ART MUSEUM / STORAGE	1,763	1	STAFF	3
THEATRE (STETSON)	9,126	1	STAFF	4
LOBBY/COMMON AREA	6,590	0	N/A	0
TOTAL REQUIRED PARKING SPACES				54
REQUIRED ADA SPACES				3

EXISTING PARKING		
	%	PROV. SPACES
STANDARD PARKING SPACES	71.2%	42
ANGLED PARKING SPACES	18.6%	11
PARALLEL PARKING SPACES	5.1%	3
ADA PARKING SPACES	5.1%	3
TOTAL PROVIDED PARKING SPACES		59

GENERAL NOTES:

- THE SITE IS PROPOSED TO REMAIN IN THE SAME CONDITIONS AS SURVEYED AND SHOWN ON THIS CONCEPTUAL DEVELOPMENT PLAN.
- MODIFICATIONS TO USES ALLOWED ON THIS PROPERTY ARE PROPOSED IN THE PD AGREEMENT.
- NO STORMWATER MODIFICATIONS ARE PROPOSED TO THE EXISTING STORMWATER SYSTEM.
- LANDSCAPE BUFFERS TO REMAIN IN EXISTING CONDITIONS.

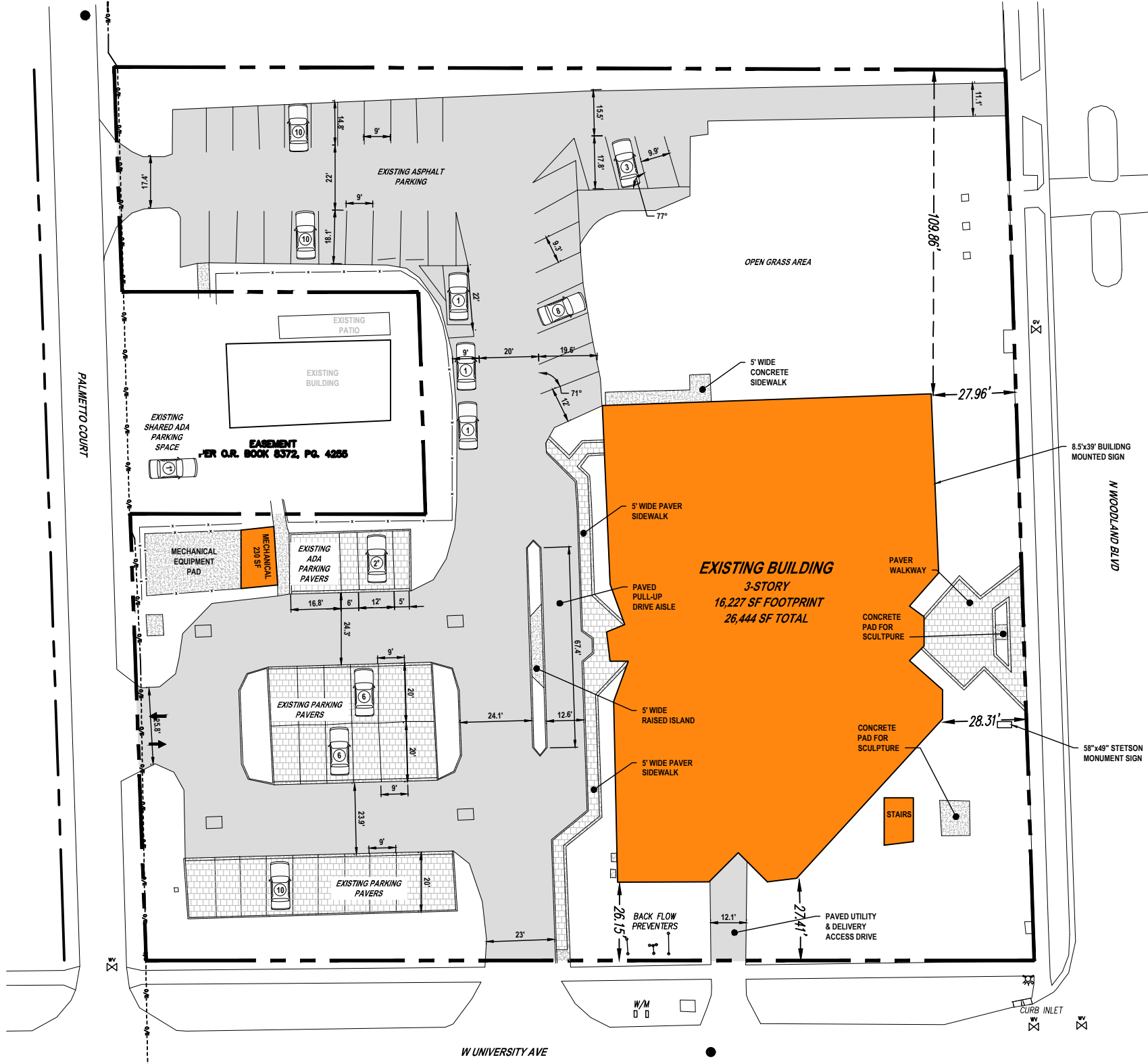
Existing Setbacks			
	PROPOSED	C-1	E-1
Front (Woodland)	25	30	30
Rear (West)	60	30	30
Rear (Palmetto)	30	30	30
Side (North)	25	0	0
Side (W. University)	25	0	0

Notes: Setback requirements to be established in PD Plan/Agreement. The intent with the buffers and setbacks is to show a rounded down value for buffers and setbacks. PD Plan shows exact dimensions.

Existing Dimensions			
	PROPOSED	C-1	E-1
Open Space %	37.3%	40.0%	50.0%
Impervious Area %	62.7%	60.0%	50.0%
Building Area %	21.4%	N/A	N/A
FAR	0.34	N/A	N/A
Max Building Height	40.67'	35'	65'
Parking Spaces	59 (3 ADA)		

Notes: Dimensional requirements to be established in PD Plan/Agreement. PD Plan shows exact dimensions.

Adjacent Property Info		
Adjacent Property	Zoning	Use
North	C-1	MIXED COMMERCIAL
South	E-1 & H	EDUCATIONAL
East	E-1	EDUCATIONAL
West	R-1A	LOW DENSITY RES.



REVISIONS

DATE	DESCRIPTION

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone: (386) 872-7794
www.newkirk-engineering.com

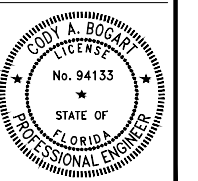
C.A. # 94133
L.C. # 2800384
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Civil Engineering
Transportation, CEI &
Landscape Architecture

EXHIBIT B: CONCEPTUAL DEVELOPMENT PLAN
DELAND ATRIUM
600 N WOODLAND BLVD
DELAND, FL 32720

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THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY CODY A. BOGART, PE # 94133 ON

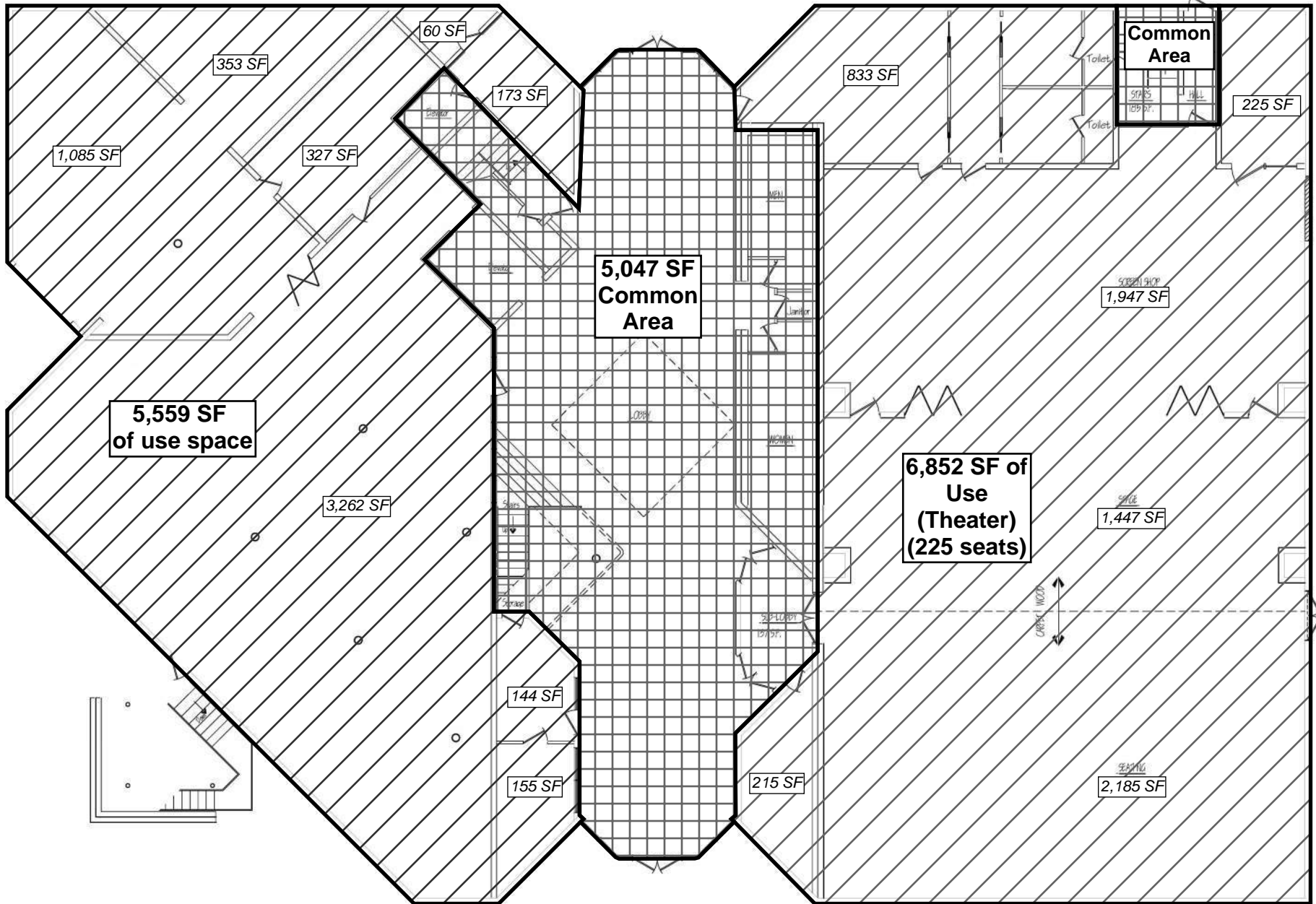


PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PROJECT No:	2025-104
DATE:	JANUARY 2026
DESIGN BY:	CAB
DRAWN BY:	CAB
CHECKED BY:	HHN
SCALE:	CUSTOM
DRAWING NUMBER	

B

Exhibit C



**5,559 SF
of use space**

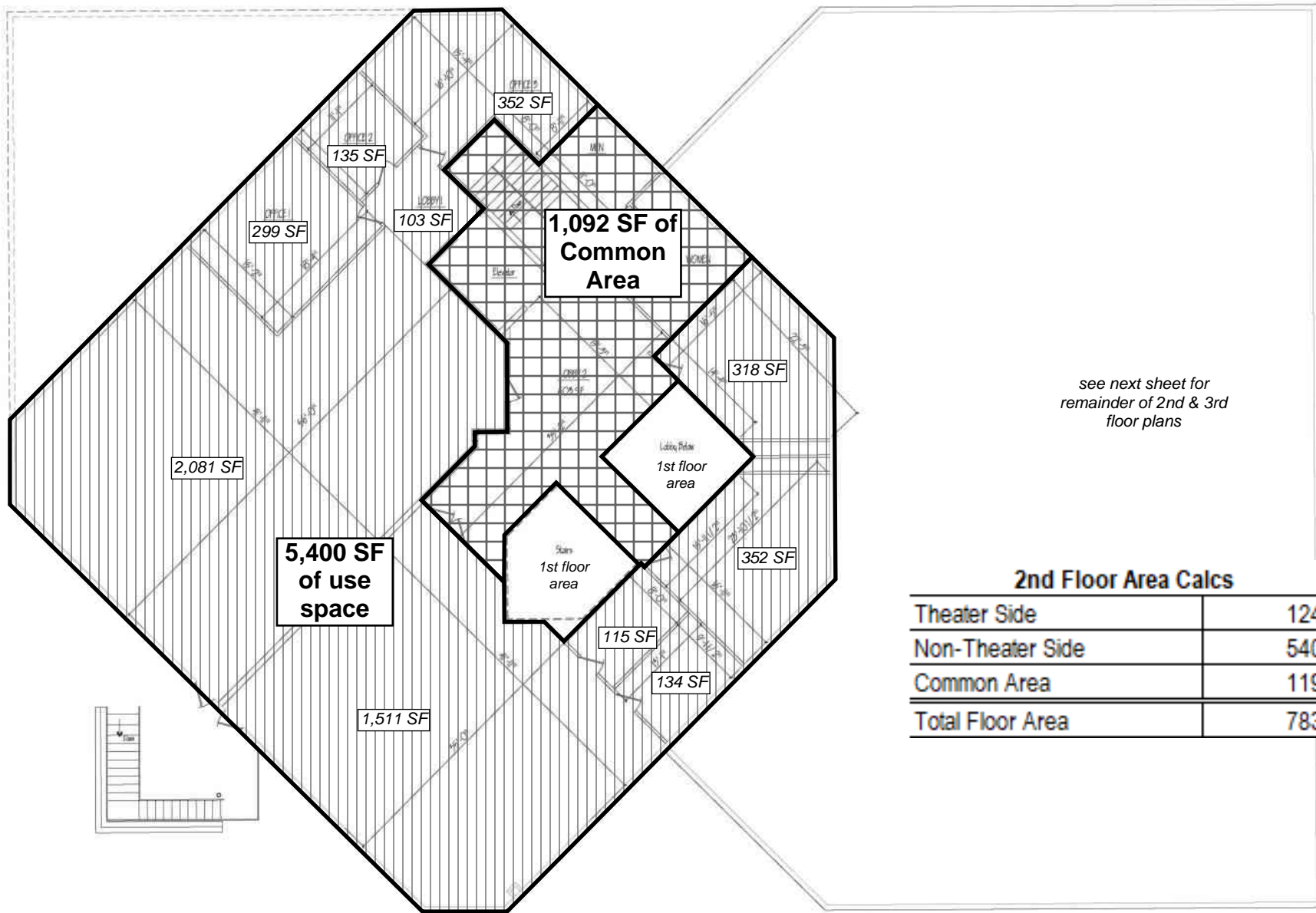
**5,047 SF
Common
Area**

**6,852 SF of
Use
(Theater)
(225 seats)**

**17,458 SF
Total Floor
Area**

Theater Side	6852
Non-Theater Side	5559
Common Area	5047
Total Floor Area	17458

Exhibit C



see next sheet for
remainder of 2nd & 3rd
floor plans

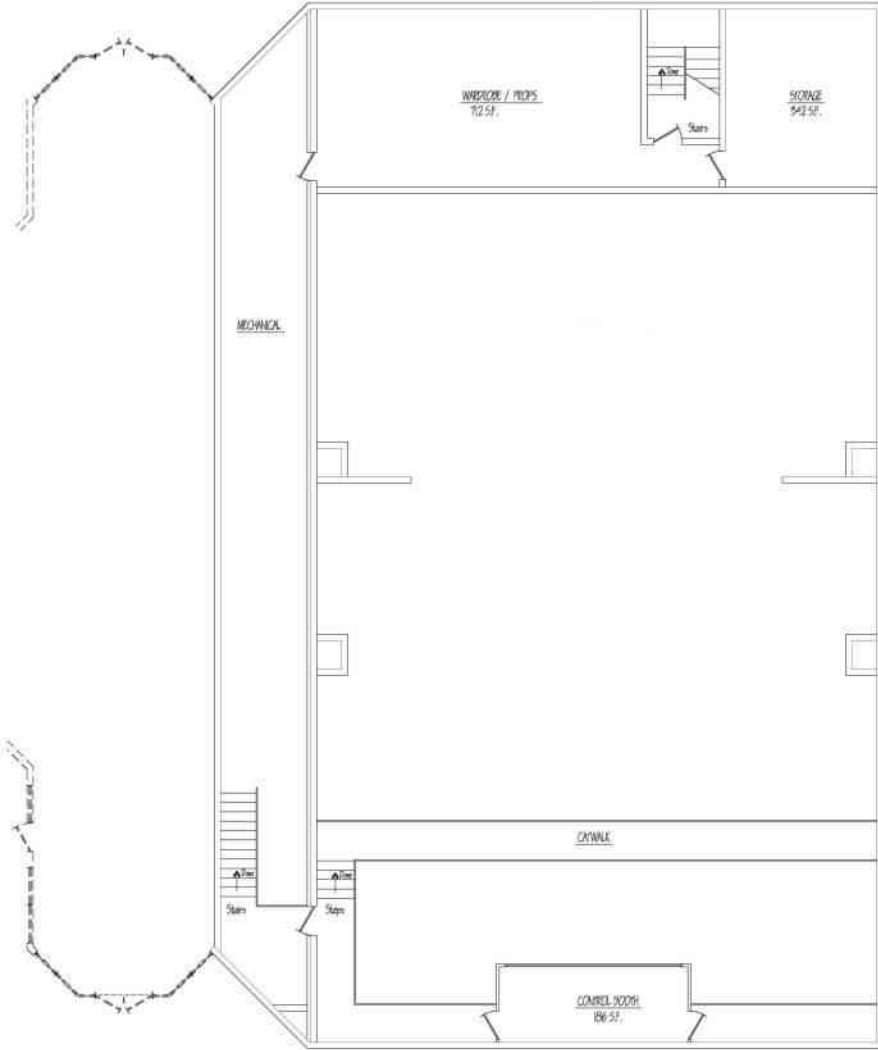
2nd Floor Area Calcs

Theater Side	1240
Non-Theater Side	5400
Common Area	1192
Total Floor Area	7832

2
A-1.1 Second Floor Plan Museum / scale: 1/8 in. = 1 ft.

**7,832 SF
Total Floor
Area**

Exhibit C



3
A-1.1 *Second Floor Plan Theater* / scale: 1/8 in. = 1 ft.



4
A-1.1 *Third Floor Plan Theater* / scale: 1/8 in. = 1 ft.

1st Floor Area Calcs

Theater Side	6852
Non-Theater Side	5559
Common Area	5047
Total Floor Area	17458

2nd Floor Area Calcs

Theater Side	1240
Non-Theater Side	5400
Common Area	1192
Total Floor Area	7832

3rd Floor Area Calcs

Theater Side	1054
Non-Theater Side	0
Common Area	100
Total Floor Area	1154

Overall Floor Area Calcs

Theater Side	9146
Non-Theater Side	10959
Common Area	6339
Total Floor Area	26444



**PLANNING DIVISION STAFF REPORT
TO
THE CITY OF DELAND PLANNING BOARD**

April 8, 2026

A. APPLICATION NO.: Z25-206 (Atrium DeLand PD Rezoning)
APPLICANT/OWNER: 600 N Woodland DeLand, LLC
STAFF PLANNER: Emily Kunkel, *Senior Planner*
REQUEST: Changing of zoning for ±1.90 Acres of Property, from E-1 (Educational) to Atrium DeLand PD (Planned Development).

B. 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.

C. SITE FACTORS:
PARCEL NUMBER: 700922010020
LOCATION: 600 North Woodland Blvd.
SIZE OF PROPERTY: ±1.90 acres

D. LAND USE DESIGNATION & ZONING OF SUBJECT PROPERTY:
Future Land Use: Educational
Existing Zoning: E-1 (Educational)
Existing Use: Commercial

E. SURROUNDING LAND USE & ZONING:

	LAND USE	ZONING
North:	Mixed Commercial	C-1 (Limited Neighborhood Commercial)
South:	Educational	E-1 (Educational)
East:	Educational	E-1 (Educational)
West:	Low Density Residential	R-1A (Single-Family Dwelling)

F. BACKGROUND: The subject property is ±1.90 acres in size, with an existing ±26,444 sq. ft. building and limited associated parking on the property. The building was previously occupied by the Museum of Arts. The applicant plans to operate the property as a vertical mixed-use space, retaining the flexibility to allow continued use for the arts, including Stetson University’s current use of ±9,150 sq. ft. of the property as a performing arts theater, and to allow other uses compatible with the community, as outlined in Section D of the PD. The current zoning is E-1 (Educational), and the applicant is requesting to rezone to the Atrium DeLand PD (Planned Development) district. North of the property are developed commercial uses; south and east is Stetson University; and to the west are residential properties.

- G. ANALYSIS:** At this time, the applicant intends to continue the building’s existing uses and allow for the opportunity for some additional uses as outlined in the PD, with no plans for site redevelopment. Should redevelopment or Stetson vacate the building ($\pm 9,150$ sq. ft.) occur in the future, the site will be required to comply with the development standards of the PD, and Land Development Regulations.

All development for the property shall rely upon the standards outlined with the Planned Development, and existing conditions and layout for the site are identified on the Planned Development Plan (Exhibit B) and Current Leasable Area (Exhibit C).

In the table below, the existing perimeter landscape buffers are compared against the standard buffers for the development, to what the applicant is providing in the PD. As outlined in the chart, the buffer widths being provided for the south and east boundaries are exceeding the minimum width requirements.

LANDSCAPE BUFFERS		
	REQUIRED	PROVIDED
NORTH	Type C	Type C (20ft – 35ft.)
SOUTH	N/A	Type C (20ft – 35ft.)
EAST	N/A	Type C (20ft – 35ft.)
WEST	Type C	Type C (20ft – 35ft.)

The table below outlines that the Property currently has a limited number of fifty-nine (59) parking spaces on-site, because the parking associated with the theater use is satisfied off-site through Stetson University’s campus-wide parking plan. Therefore, at such time Stetson University vacates the Property ($\pm 9,150$ sq. ft.), other non-residential uses compatible with the surrounding neighborhood as set forth in Section C of the PD shall be accommodated; provided, however, that any such proposed uses that require beyond the existing fifty-nine (59) on-site parking spaces, shall provide parking in accordance with the requirements set forth in Section F of the PD, except that all residential uses shall accommodate parking on-site.

PARKING			
		REQUIRED	EXISTING
THEATER ($\pm 9,146$ SF) (225 SEATS)	1 space/2 seats + 5 spaces for employees	118	56
OFFICE ($\pm 5,400$ SF)	1 space/200 SF of net floor area	27	
RETAIL/COMMERCIAL ($\pm 5,559$ SF)	3 space/300 SF of net floor area and 1 space/ every additional 250 SF	24	
LOBBY/COMMON AREA ($\pm 6,339$ SF)	N/A	0	
ADA		2	3
TOTAL		168	59

Per Sec. 33-32 of the Land Development Regulations, in return for flexibility in site design and development, Planned Developments (PDs) are expected to include exceptional design that

preserves critical environmental resources and incorporates creative design in the layout of buildings. All development for the property shall rely upon the standards set forth on the Planned Development Plan. Where the PD document is silent, the E-1 zoning regulations shall apply.

The E-1 zoning district allows for a variety of uses, such as residential, commercial, and educational, which are similar to the proposed uses in the Atrium DeLand. However, some educational (E-1) uses have been removed and some commercial uses have been added. Therefore, the applicant is requesting deviations from the city’s E-1 zoning district and is proposing a PD that will create a tailored zoning district for the project. The code deviations from E-1 to the Atrium DeLand PD are outlined in the table below. The proposed PD also captures the existing site conditions, such as maximum impervious surface and setbacks.

DEVELOPMENT STANDARD DEVIATIONS				
	E-1 REQUIRED			PROPOSED (PD)
	Educational	Single-Family	Multi-Family	
Max. Impervious (total site)	50%	50%	30-50%	65%
Maximum Building height	65 ft.			65 ft.
Minimum lot area	N/A	7, 500 sq. ft.	10,000 [1]	+/- 1.902 acres
Minimum lot width	N/A	75 ft.		N/A
Minimum floor area	N/A	500 – 900 sq. ft. [2]	N/A	N/A
Minimum Building Separation	N/A	12 ft.	25ft. [5] 25 ft. [6] 50 ft. [7]	N/A
Minimum building setback	Front: 20-30ft. Side: 0ft. Side yard [3]: 15ft. Rear: 30ft.	Front: 30ft Rear: 25ft [4] Side: 15ft Side (Corner): 15ft	Front: 30ft Rear/Side: 20ft Interior: [8]	Front (<i>Woodland Blvd.</i>): 25 ft. S. Side (<i>W. University Ave.</i>): 25 ft. N. Side: 25 ft. Rear (<i>N. Palmetto Ct.</i>): 30 ft.

[1] Plus 2,725 sq. ft. for each add'l unit.
 [2] One story: 900 sq. ft., Two story: Ground floor: 750 sq. ft., Second floor: 500 sq. ft.
 [3] Abutting residentially zoned property
 [4] For residences, where 60 percent of neighboring residential structures within 500 feet have an existing lesser setback staff may approve a matching setback.
 [5] between sides of buildings
 [6] between sides and rear of adjacent buildings
 [7] between any combination of fronts or rears of adjacent buildings
 [8] All buildings shall be set back at least ten feet from all interior private roads and common parking areas. An additional set back from private roads of one foot shall be required for every two feet of height for structures exceeding 35 feet

School Concurrency: For the purposes of public-school concurrency, nonresidential developments are deemed to be de minimis and are not subject to the public-school concurrency review, per Sec.33-41.07. However, residential uses are proposed as an allowed use in the PD, which if chosen as a use would require a school concurrency review prior to approval.

Traffic Analysis: A Traffic Impact memo was completed on November 24, 2025. The analysis determined that the existing uses generate 584 average daily trips, 30 peak hour A.M. and 87 P.M. hour trips. Per Sec. 33-41.04 of the code, a full Traffic Impact Analysis is not required for projects

that generate less than 1,000 daily trips. Any change in use that would result in any additional traffic generation, would require a new Traffic Impact memo, and potential for a full Traffic Impact Analysis.

Stormwater: This site is already developed, and as outlined within the PD agreement, any exterior modifications that change the impervious surface area, require additional parking, or increase the building footprint, shall comply with the requirements for preservation of environmental resources as set forth in the LDR, Comprehensive plan and the all required governmental regulations, and shall be designed to accommodate a 100-year, 24-hour storm event which will be retained on site.

H. LAND DEVELOPMENT REGULATIONS:

Sec. 33-32 – Planned Development District of the Land Development Regulations is intended to provide a method for consideration and approval of unique zoning districts for individual Planned Developments (PD) which are not provided for or allowed in the zoning districts otherwise established by this chapter.

The proposed Planned Development rezoning will allow for expanded commercial uses, and the criteria and standards for approval have been reviewed and are outlined below.

Sec. 33-135 – Procedure for text amendments & rezoning of the Land Development Regulations provides the following factors to consider during the review of each application for rezoning or for changes in permitted uses, among the factors to be considered are the following:

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 zoning of Planned Development (PD) is consistent with the Comprehensive Plan with an underlying land use designation of Educational. The Educational land use designation is considered compatible with the Planned Development (PD) zoning district, per the Comprehensive Plan.

The subject property has been developed since 1991, surrounded by other existing development. To the south and east are Stetson University uses; north is developed commercial uses; and to the west is developed low density residential development. On the Future Land Use map, the surrounding properties are designated as Mixed Commercial to the north, Low Density Residential to the west and Educational to the south and east. The proposed Atrium DeLand PD fits in with the mix of residential, educational and commercial uses nearby by providing a neighborhood commercial component to serve the current and future residents of the City of DeLand.

2. Will the proposed rezoning have an impact upon the environment or natural resources?

At this time, the applicant intends to continue the building's existing uses and allow for some additional uses as outlined in the PD, with no plans for site redevelopment. Should exterior modifications that change the impervious surface area, increase the building footprint, or require additional parking, the site will be required to comply with the development standards of the PD, as outlined in the PD. Such as, but not limited to, Tree Protection, landscaping, buffering, and stormwater. Low Impact Development (LID) standards may also apply, incorporating environmentally sustainable and Florida-friendly landscaping practices, as well as measures to prevent runoff pollution.

3. Will the proposed rezoning have an impact upon the economy of the affected area?

The site is currently being utilized as a theater for Stetson University, storage and some office space; therefore, the redevelopment to a commercial use could have a positive economic impact on the city and the surrounding area. This development is in close proximity to Stetson University and a residential neighborhood which could have the potential for creating additional jobs, shopping, and convenience.

4. Will the proposed rezoning have an impact upon governmental services?

Governmental services such as potable water, reclaimed water, sewer, code enforcement, police, and fire are available for the subject property and will be provided by the City. Any new proposed use change, would have to meet the potable water and sewer requirements.

5. Are there changes in the circumstances or conditions affecting the area since the original assignment of zoning that will support the proposed zoning?

Since the original assignment of zoning, there have been changes in the market and demand of the area. The proposed zoning change will not facilitate any site improvements, and will remain consistent with the surrounding land uses and zoning.

6. Was there a mistake in the original classification?

During the initial project review, staff identified a scrivener's error in the zoning map that incorrectly depicted the property as split-zoned. The frontage along Woodland Blvd. was shown as E-1, while the rear along Palmetto Ct. was shown as C-1. Upon further research, staff confirmed this discrepancy was a mapping error, and the zoning map has since been corrected to reflect the entire property as E-1. Accordingly, any standards not specified in the PD agreement will default to the E-1 zoning district and applicable Land Development Regulations.

7. Will the proposed rezoning have any effect upon the use or value of the affected area?

The proposed rezoning should have a positive impact upon the city's economy and surrounding area, as the number of allowed uses will be expanded.

8. Will the proposed rezoning have an impact upon public health, safety and welfare?

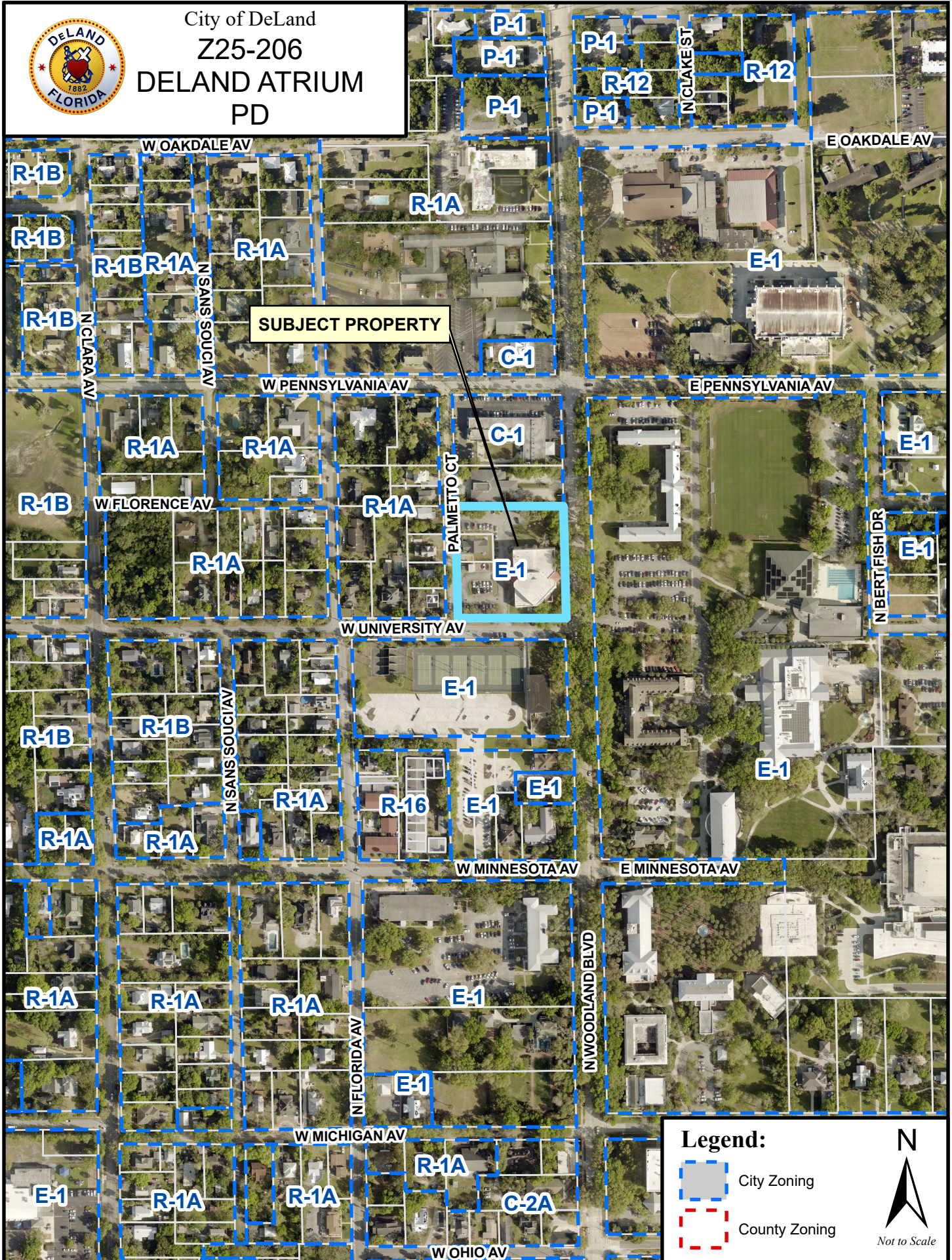
There is no indication at this time that the new proposal will create additional impacts upon public health, safety or welfare, as all provided public services have the capacity needed to accommodate the proposed development. This rezoning would be consistent with the commercial, educational, and residential uses of the surrounding area.

I. CONCLUSION: The applicant is proposing to rezone the subject property from E-1 (Educational) to Atrium DeLand Planned Development (PD). At this time, the applicant intends to continue the building's existing uses, allowing for the opportunity for some additional uses as outlined in the PD, with no plans for site redevelopment. Should redevelopment or Stetson vacate the building ($\pm 9,150$ sq. ft.) occur in the future, the site will be required to comply with the development standards of the PD, and Land Development Regulations.

J. STAFF RECOMMENDATION: Staff recommends that the Planning Board forward the application to the City Commission with a recommendation of approval for the request to rezone from E-1 (Educational) to Atrium DeLand Planned Development (PD).



City of DeLand
Z25-206
DELAND ATRIUM
PD





City of DeLand
Z25-206
DELAND ATRIUM
PD



Legend:

- City Zoning
- County Zoning

N
Not to Scale



NEWKIRK ENGINEERING, INC.

CIVIL ENGINEERING - TRANSPORTATION - CEI - LANDSCAPE ARCHITECTURE

1230 N US HWY 1, SUITE 3, ORMOND BEACH, FLORIDA 32174 386-872-7794

November 24, 2025

Carol Kuhn

Planning Director
120 S. Florida Ave
DeLand, FL 32720

**RE: DeLand Atrium– Trip Generation Memo
600 N Woodland Blvd, DeLand, FL 32720
Parcel IDs: 70-09-22-01-0020**

Ms. Kuhn,

This letter documents the transportation concurrency evaluation for the proposed DeLand Atrium Planned Development, located at 600 N. Woodland Boulevard. The analysis is based on the applicant’s programmed interior space allocation and uses included in the PD submittal.

The existing 26,444-square-foot building contains **19,854 square feet of leasable area**, programmed as follows:

- **Performing Arts Theatre** – 225 seats
- **Museum Art Storage** – 1,763 SF
- **Office Uses (upper and lower levels)** – 7,334 SF
- **Ground-Floor Retail/Commercial** – 1,631 SF
- **Lobby/Common Areas** – 6,590 SF (non-leasable)

The performing arts theatre is operated in conjunction with the adjacent college and serves as the site’s primary assembly use.

Trip generation estimates were prepared using planning-level rates consistent with ITE-based trip characteristics for theatres/assembly venues, general office, low-intensity storage, and small specialty retail. Theatre trips are calculated using **seat count** rather than gross floor area. Office, storage, and retail uses are calculated per 1,000 square feet of gross leasable area.

This approach reflects standard practice for concurrency and development review evaluations.

Land Use	Size / Units	Daily Trips	AM Peak Trips	PM Peak Trips
Performing Arts Theatre* (445)	<i>225 seats</i>	<i>396</i>	<i>14</i>	<i>65</i>
Museum Art Storage (580)	1,763 SF	4	~0	~0
Office (Upstairs + Downstairs) (710)	7,334 SF	80	11	11
Retail / Commercial (Downstairs) (814)	1,631 SF	104	5	11
Total Site Trips	—	584	30	87

* Assumed fully attend performance

Concurrency Determination

Based on the above trip generation, the proposed DeLand Atrium PD is anticipated to generate approximately:

- **584 daily trips**
- **30 AM peak-hour trips**
- **87 PM peak-hour trips**

These volumes represent a low to moderate impact consistent with infill redevelopment patterns along the North Woodland Boulevard corridor. The Stetson University performing arts theatre is the largest individual contributor to site traffic; however, its relatively limited 225-seat capacity results in peak-hour trip totals that remain within the operational capabilities of the surrounding roadway network, due to the multimodal facilities and surrounding university parking areas to serve the students and faculty that utilize the building.

There is no indication that the proposed PD will reduce available roadway level of service below adopted standards. The anticipated traffic demand can be accommodated without requiring off-site capacity improvements.

This review concludes that the DeLand Atrium Planned Development meets transportation concurrency requirements based on the projected trip generation and expected roadway operating conditions. No adverse impacts to the surrounding transportation system are anticipated, and the project may proceed through the PD approval process.

Access Summary

The site has existing driveways with no proposed changes to them under this PD Agreement:

- 11-ft wide driveway on Woodland Blvd (320 LF north of W University Ave)
- 23-ft wide driveway on W University Ave (200 LF west of N Woodland Blvd)
- 24-ft wide driveway on Palmetto Ct (110 LF north of W University Ave)
- 17.5-ft wide driveway on Palmetto Ct (292 LF north of W University Ave)

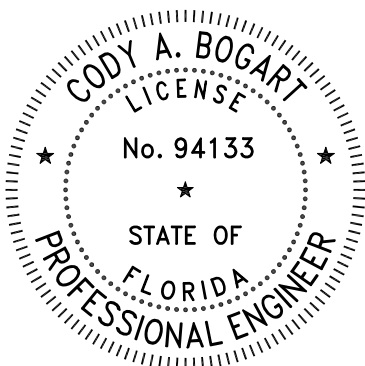
If you have any questions or need additional information, please feel free to call or email me at Cody@Newkirk-Engineering.com.

Sincerely,

NEWKIRK ENGINEERING, INC.

This report has been digitally signed
& sealed by Cody A. Bogart, PE #94133

Printed copies of this document are not
considered signed and sealed and the signature
must be verified on any electronic copies.



Name: Cody A. Bogart
PE License No: 94133
Address: 1230 North US Highway 1
Suite 3
Ormond Beach, FL 32174

Movie Theater (445)

Vehicle Trip Ends vs: Seats
On a: Weekday

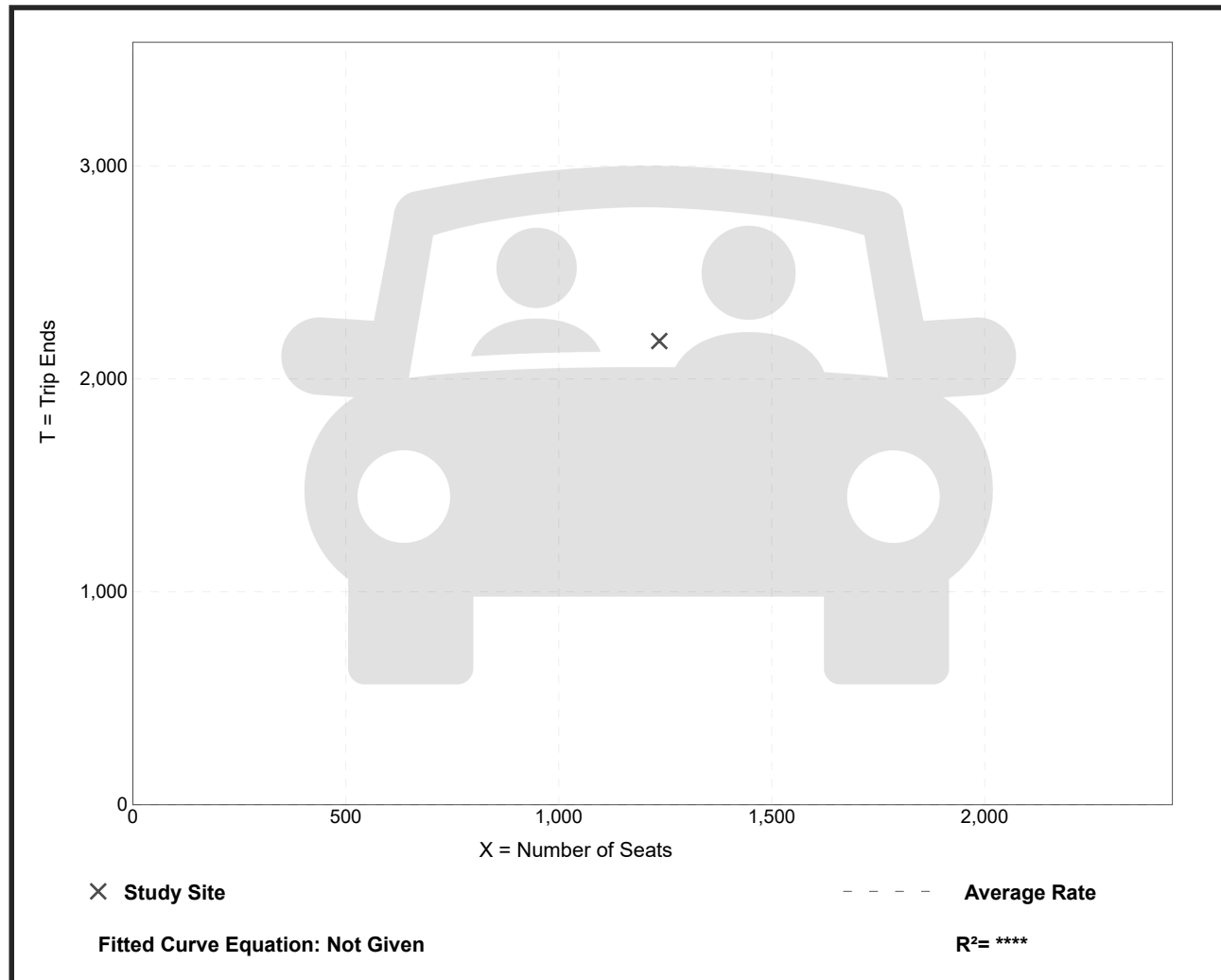
Setting/Location: General Urban/Suburban
Number of Studies: 1
Avg. Num. of Seats: 1236
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Seat

Average Rate	Range of Rates	Standard Deviation
1.76	1.76 - 1.76	*

Data Plot and Equation

Caution – Small Sample Size



Movie Theater (445)

Vehicle Trip Ends vs: Seats
On a: Weekday,
AM Peak Hour of Generator

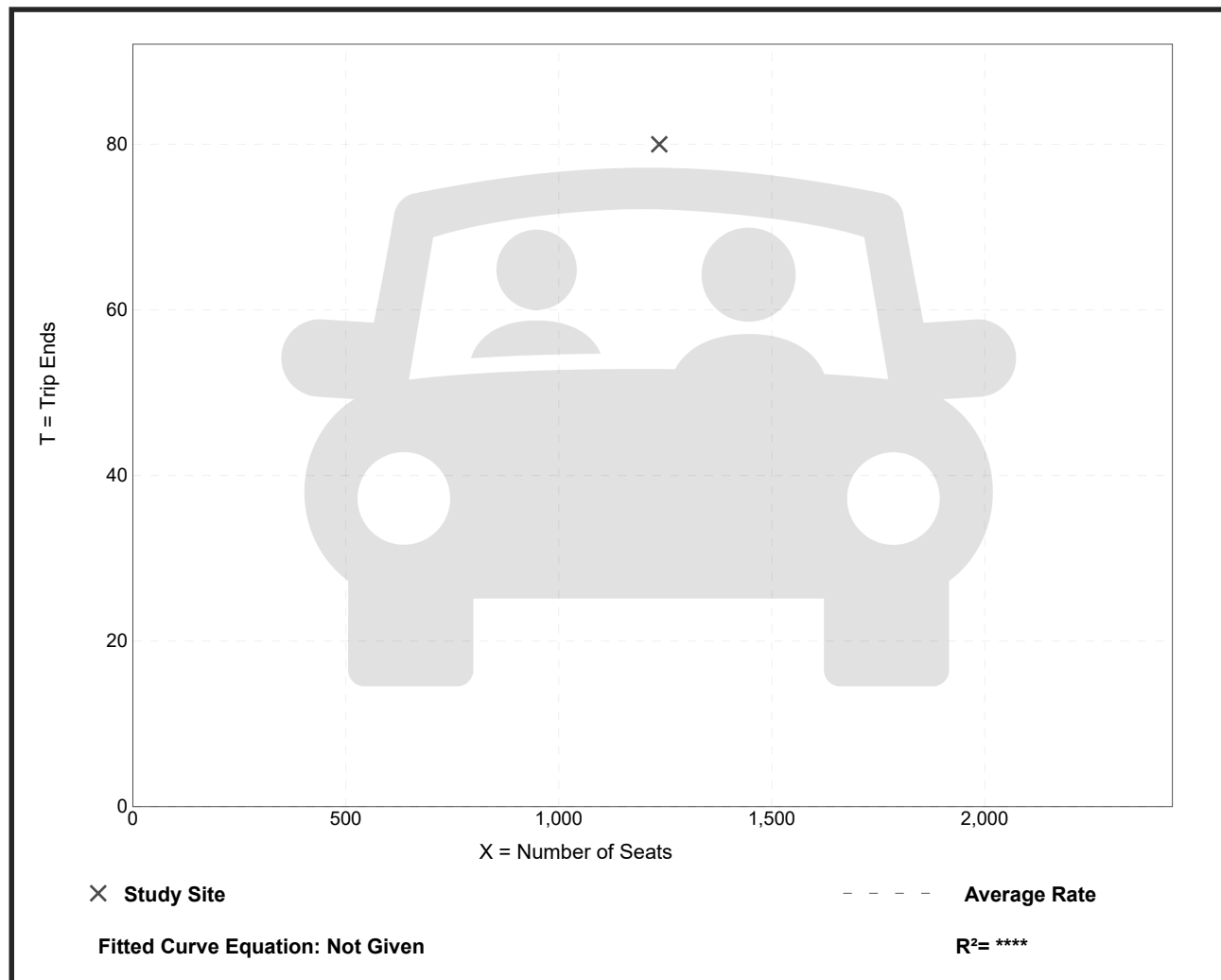
Setting/Location: General Urban/Suburban
 Number of Studies: 1
 Avg. Num. of Seats: 1236
 Directional Distribution: Not Available

Vehicle Trip Generation per Seat

Average Rate	Range of Rates	Standard Deviation
0.06	0.06 - 0.06	*

Data Plot and Equation

Caution – Small Sample Size



Movie Theater (445)

Vehicle Trip Ends vs: Seats
On a: Weekday,
PM Peak Hour of Generator

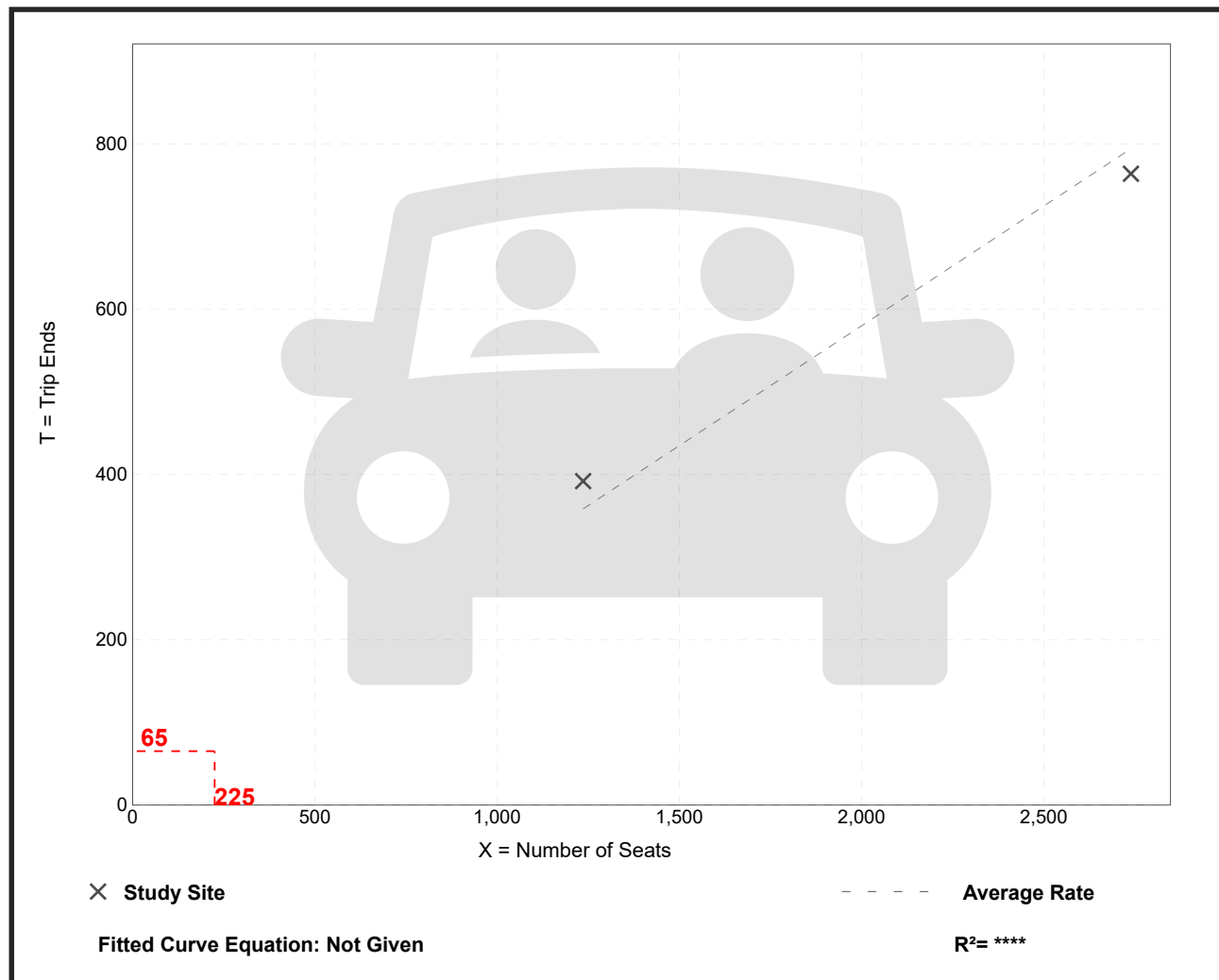
Setting/Location: General Urban/Suburban
 Number of Studies: 2
 Avg. Num. of Seats: 1988
 Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per Seat

Average Rate	Range of Rates	Standard Deviation
0.29	0.28 - 0.32	*

Data Plot and Equation

Caution – Small Sample Size



Movie Theater (445)

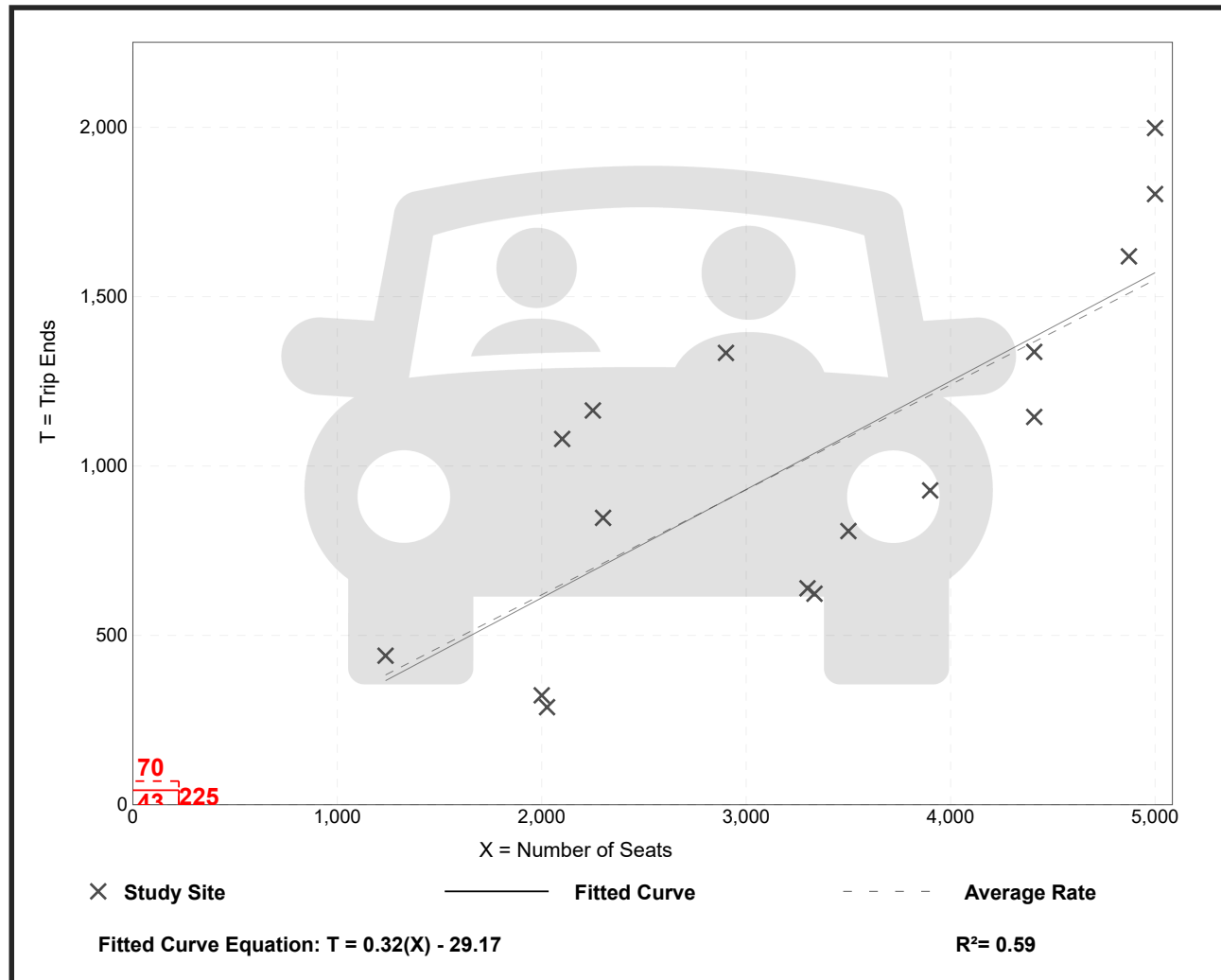
Vehicle Trip Ends vs: Seats
On a: Saturday, Peak Hour of Generator

Setting/Location: General Urban/Suburban
 Number of Studies: 16
 Avg. Num. of Seats: 3284
 Directional Distribution: 52% entering, 48% exiting

Vehicle Trip Generation per Seat

Average Rate	Range of Rates	Standard Deviation
0.31	0.14 - 0.52	0.11

Data Plot and Equation



Movie Theater (445)

Vehicle Trip Ends vs: Seats
On a: Sunday, Peak Hour of Generator

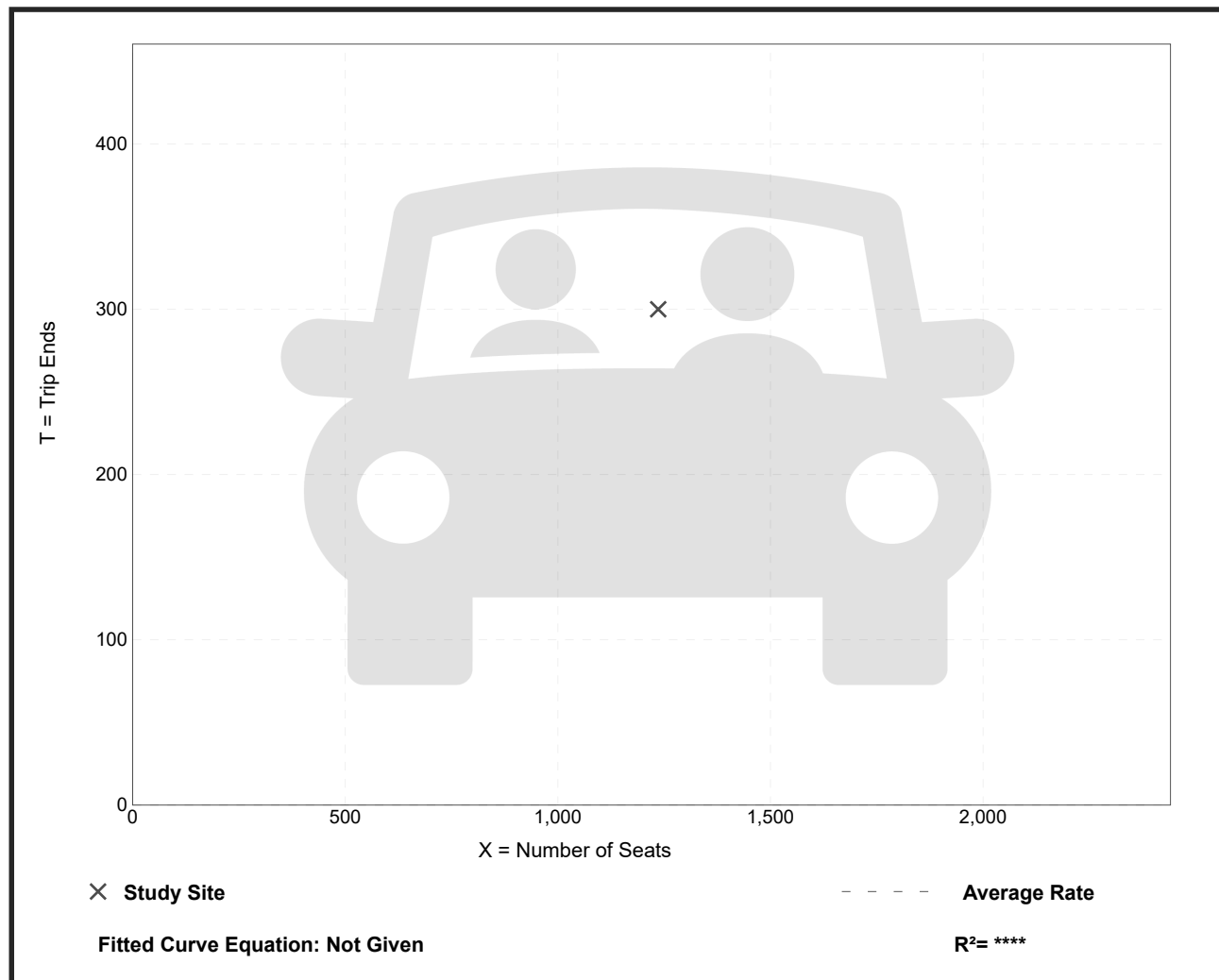
Setting/Location: General Urban/Suburban
Number of Studies: 1
Avg. Num. of Seats: 1236
Directional Distribution: Not Available

Vehicle Trip Generation per Seat

Average Rate	Range of Rates	Standard Deviation
0.24	0.24 - 0.24	*

Data Plot and Equation

Caution – Small Sample Size



Museum (580)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

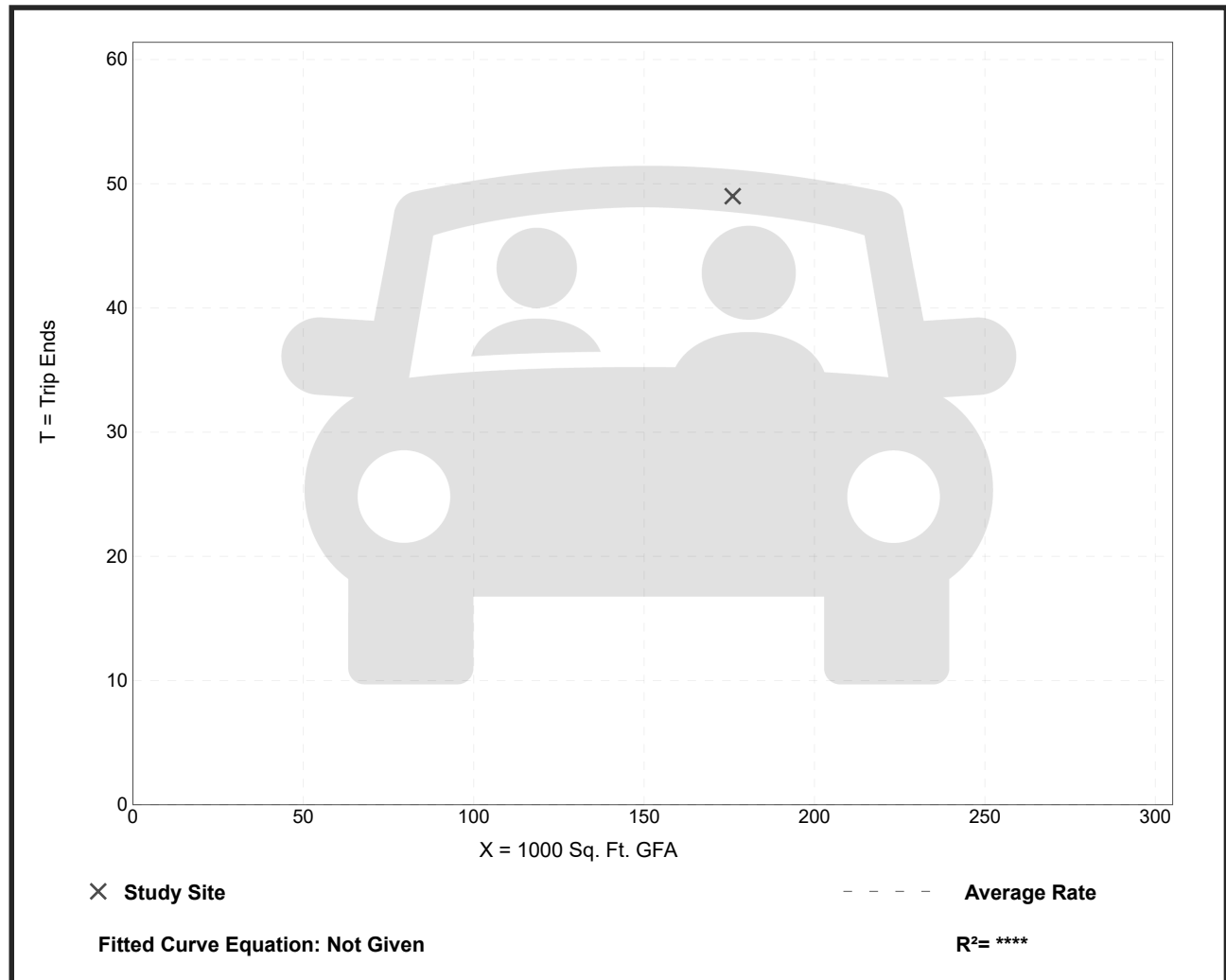
Number of Studies: 1
 Avg. 1000 Sq. Ft. GFA: 176
 Directional Distribution: 86% entering, 14% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.28	0.28 - 0.28	*

Data Plot and Equation

Caution – Small Sample Size



Museum (580)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

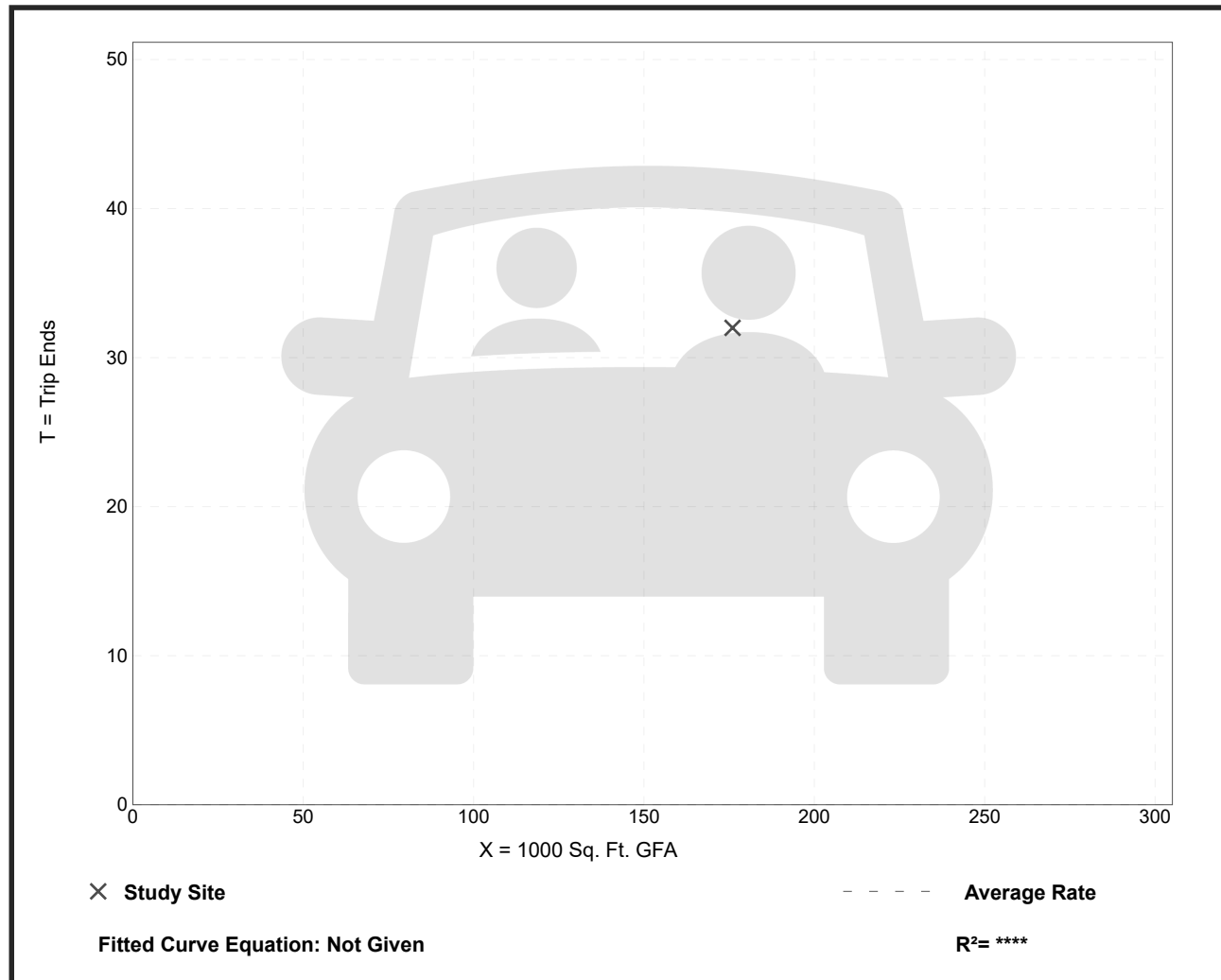
Number of Studies: 1
 Avg. 1000 Sq. Ft. GFA: 176
 Directional Distribution: 16% entering, 84% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.18	0.18 - 0.18	*

Data Plot and Equation

Caution – Small Sample Size



General Office Building (710)

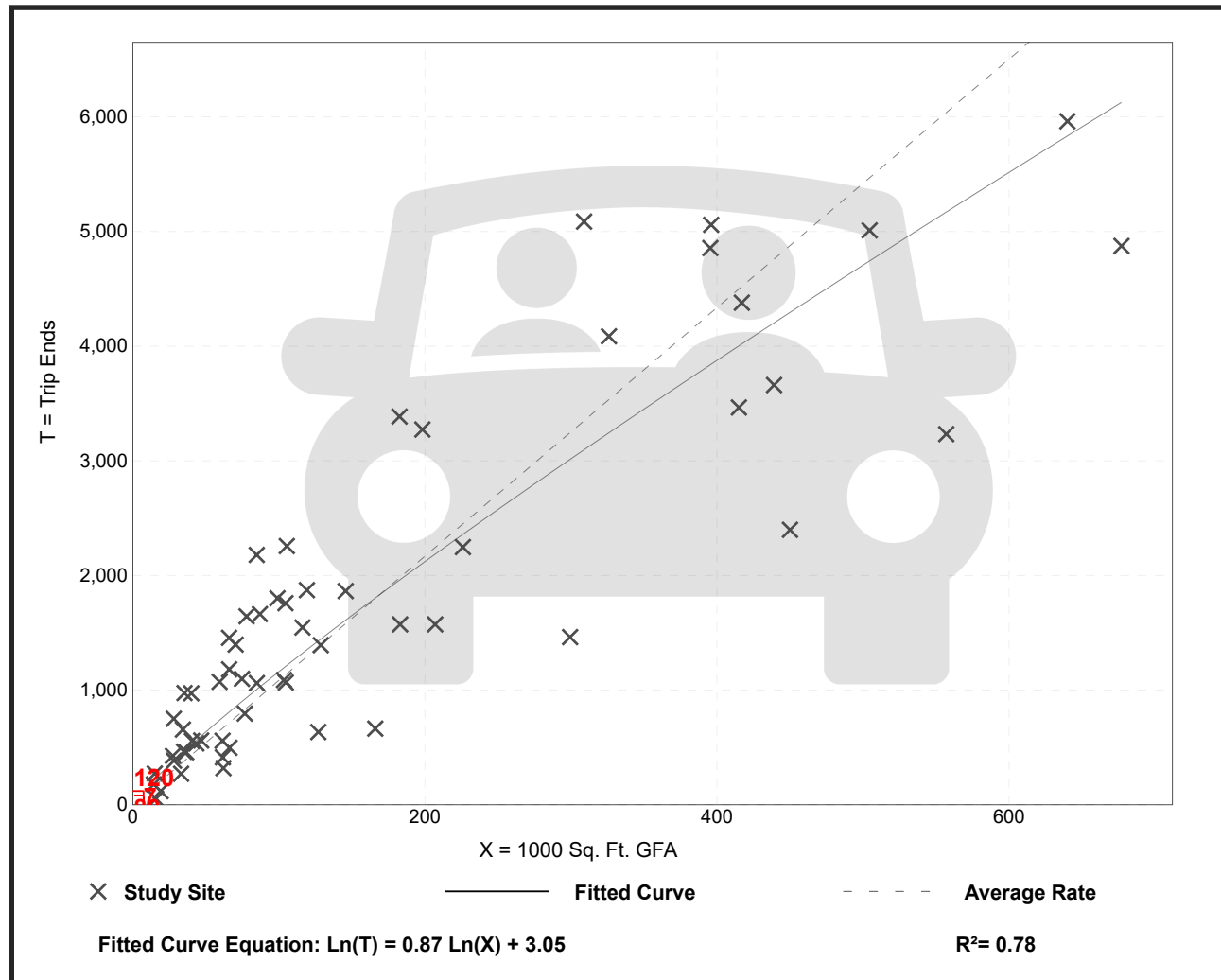
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 59
Avg. 1000 Sq. Ft. GFA: 163
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
10.84	3.27 - 27.56	4.76

Data Plot and Equation



General Office Building (710)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

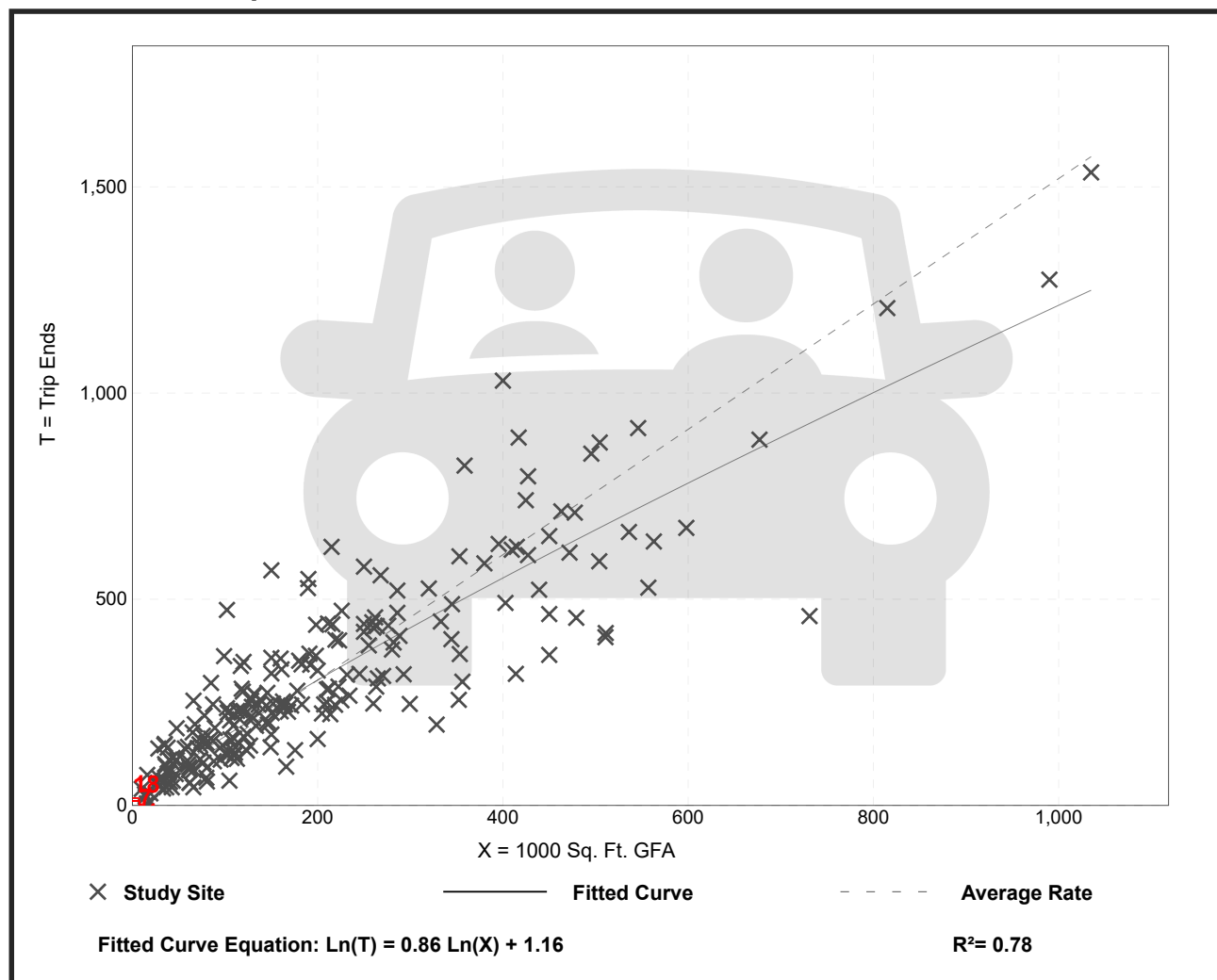
Setting/Location: General Urban/Suburban

Number of Studies: 221
 Avg. 1000 Sq. Ft. GFA: 201
 Directional Distribution: 88% entering, 12% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.52	0.32 - 4.93	0.58

Data Plot and Equation



General Office Building (710)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

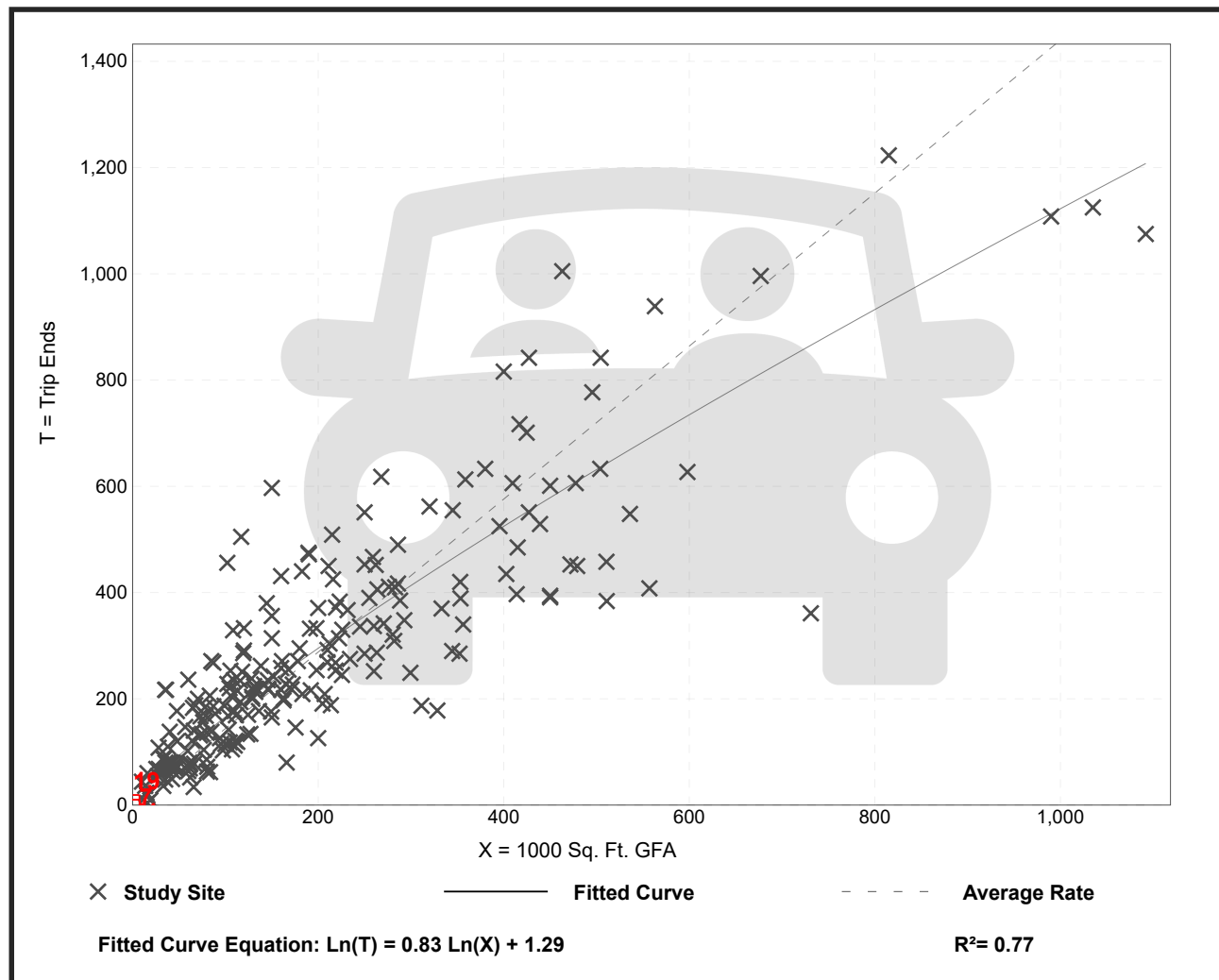
Setting/Location: General Urban/Suburban

Number of Studies: 232
 Avg. 1000 Sq. Ft. GFA: 199
 Directional Distribution: 17% entering, 83% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.44	0.26 - 6.20	0.60

Data Plot and Equation



Variety Store (814)

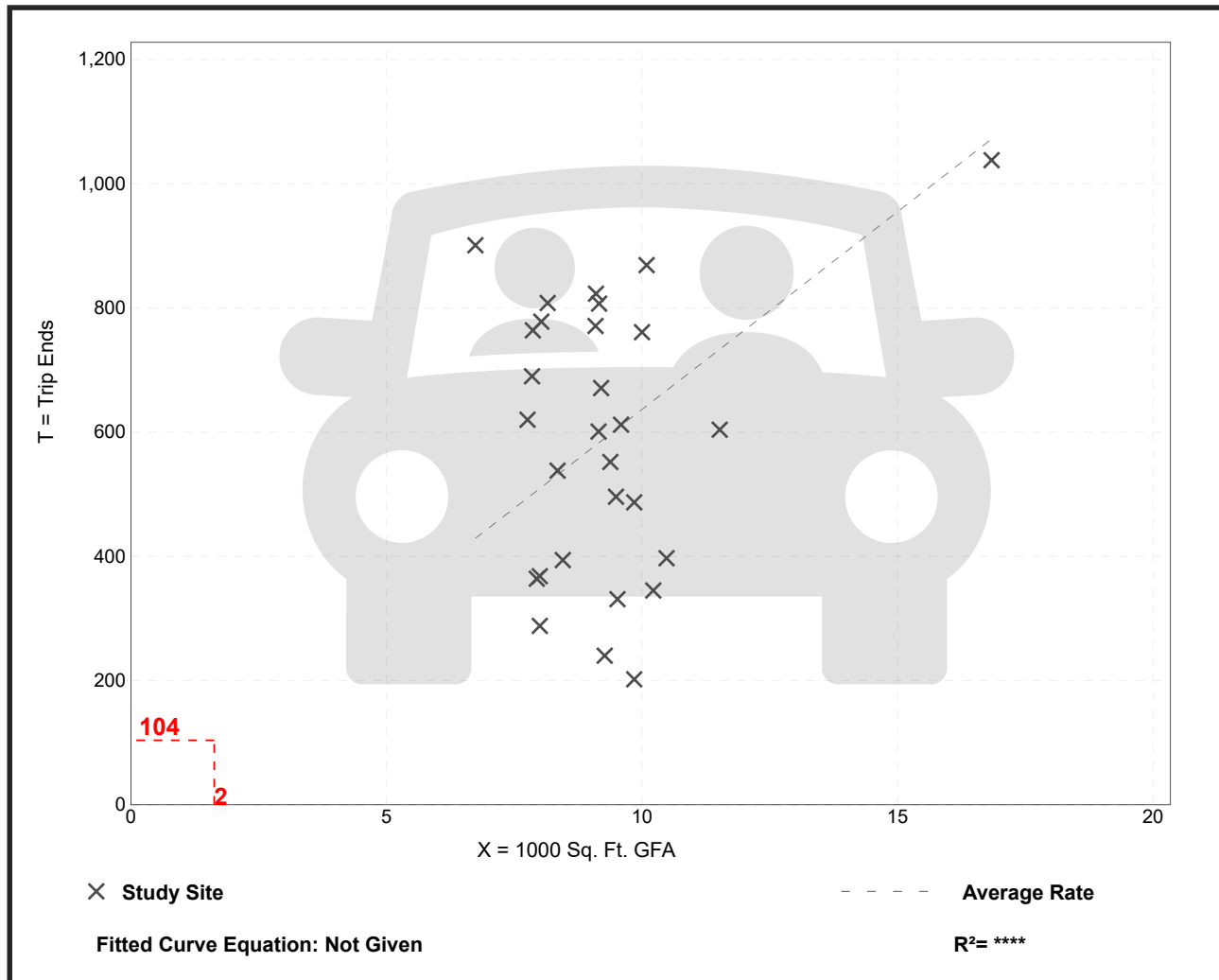
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 29
Avg. 1000 Sq. Ft. GFA: 9
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
63.66	20.51 - 133.68	25.23

Data Plot and Equation



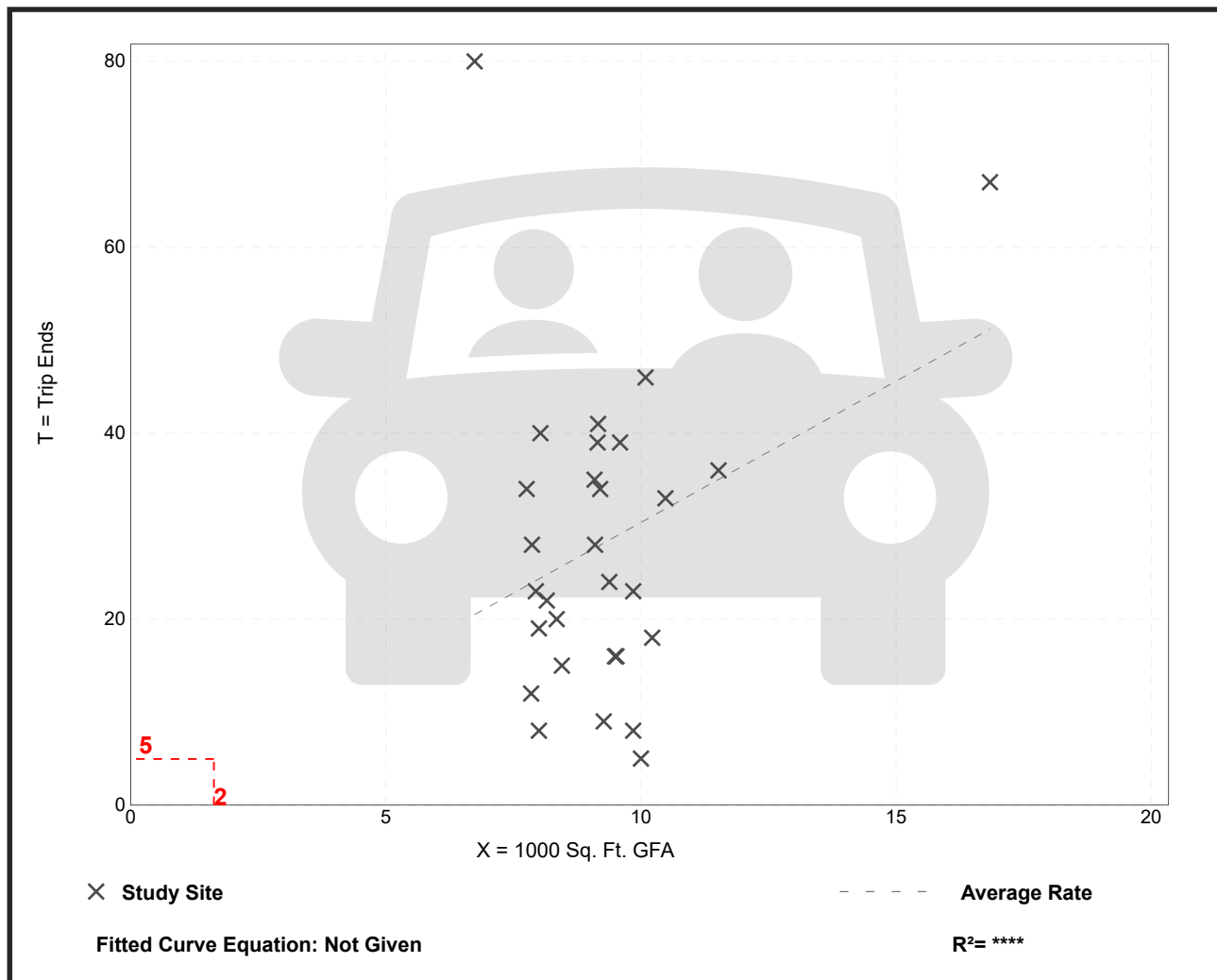
Variety Store (814)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 29
 Avg. 1000 Sq. Ft. GFA: 9
 Directional Distribution: 55% entering, 45% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
3.04	0.50 - 11.87	1.91

Data Plot and Equation



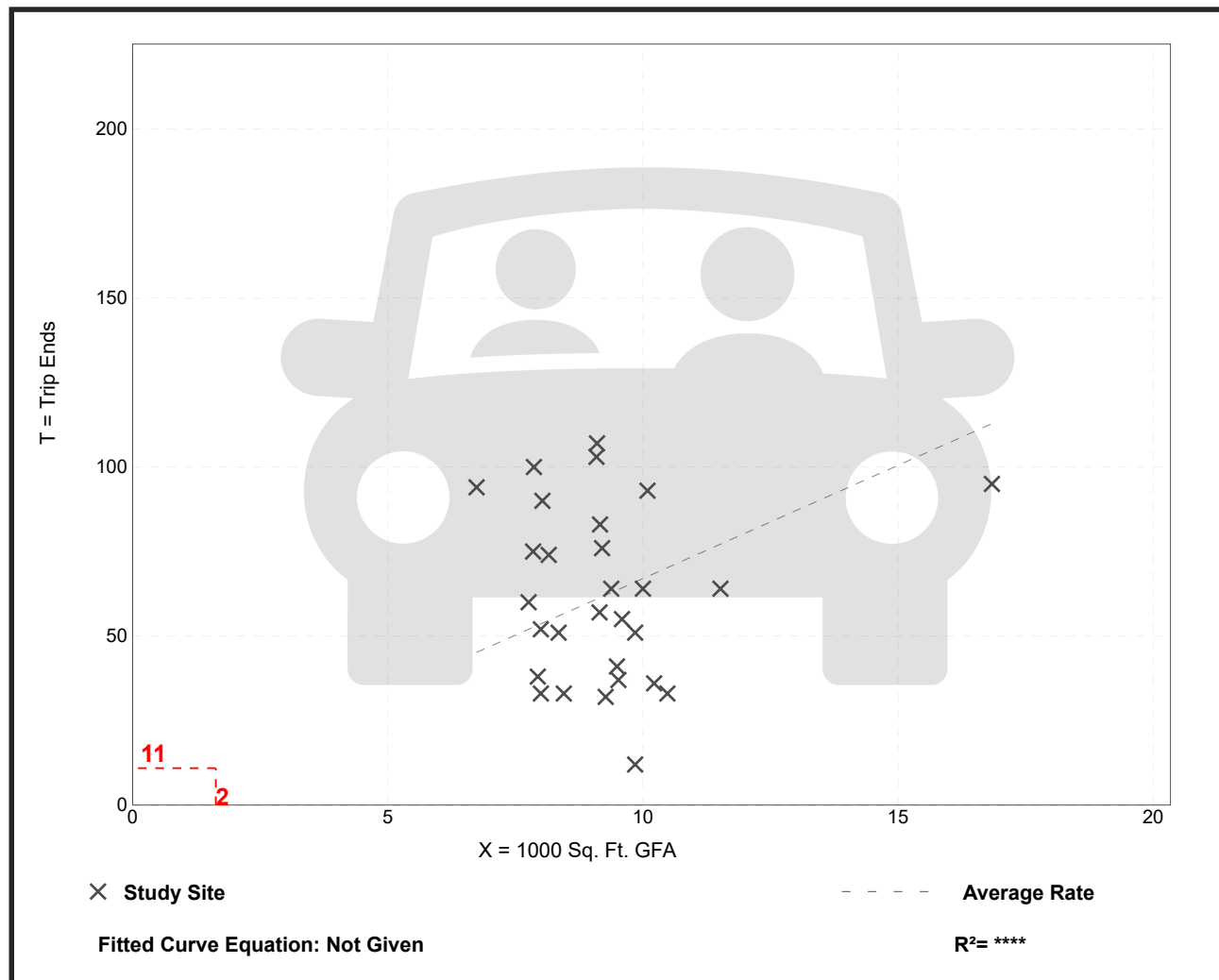
Variety Store (814)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 29
 Avg. 1000 Sq. Ft. GFA: 9
 Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
6.70	1.22 - 13.95	3.08

Data Plot and Equation





February 16, 2026

City of DeLand
Community Development Department
Attn: Planning Director, Planning Board, and City Commission
120 S. Florida Avenue
DeLand, FL 32720

Re: Letter of Support — DeLand Atrium Planned Development (PD), 600 N. Woodland Boulevard

To the City of DeLand Mayor and City Commission, Planning Board, and Staff:

On behalf of the Museum of Art – DeLand, I would like to share our strong support for the Planned Development application submitted by 600 N. Woodland DeLand, LLC for the property located at 600 N. Woodland Boulevard.

The Museum has been a long-standing cultural anchor in downtown DeLand, and over the years we have developed a positive and collaborative relationship with the property's current ownership. They have worked thoughtfully with us to help ensure the Museum's stability and ability to serve the public. Through long-term, highly favorable lease arrangements, they have provided essential space for artwork storage and preparation at 600 N. Woodland, downtown parking that supports our visitors and programming, and additional downtown storage space that allows us to operate more effectively. These agreements have been meaningful to our organization and directly support our mission.

We support the approval of this PD because for the Museum, this request is not only about zoning flexibility, but about sustaining a building and partnership that makes arts, education, and community programming possible. The applicant has consistently approached conversations with openness and a willingness to find solutions that benefit both the Museum, the City, and the broader community.

Just as importantly, the proposed development helps ensure the long-term viability of the property itself. That stability, in turn, helps protect the Museum's ability to remain downtown and continue offering cultural opportunities to residents and visitors.

Museum of Art – DeLand, FL
100 N. Woodland Blvd, Suite 1., DeLand, FL 32720
MUSEUM: 386.734.4371 STORE: 386.279.7534
Contact@MoArtDeLand.org www.MoArtDeLand.org



For these reasons, we respectfully support approval of the DeLand Atrium Planned Development application submitted by 600 N Woodland DeLand, LLC. We believe this is a practical, community-positive path that supports downtown vitality, strengthens cultural programming, and benefits the City of DeLand and its residents.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Martha'.

Martha Underriner
Executive Director
Museum of Art – DeLand

Cc: 600 N. Woodland DeLand, LLC

Museum of Art – DeLand, FL
100 N. Woodland Blvd, Suite 1., DeLand, FL 32720
MUSEUM: 386.734.4371 STORE: 386.279.7534
Contact@MoArtDeLand.org www.MoArtDeLand.org

STETSON UNIVERSITY

February 13, 2026

City of DeLand
Community Development Department
Attn: Planning Director, Planning Board, and City Commission
120 S. Florida Avenue
DeLand, FL 32720

Re: Letter of Support — DeLand Atrium Planned Development (PD), 600 N. Woodland Boulevard

To the City of DeLand Mayor and City Commission, Planning Board, and Staff:

Stetson University, Inc. (“Stetson”) strongly supports approval of the Planned Development (PD) application for 600 N. Woodland Boulevard (the “Property”), submitted by 600 N. Woodland DeLand, LLC.

Stetson currently uses approximately half of the building for our Theater Arts Program. The applicant has accommodated Stetson’s needs in the building, and this PD will allow Stetson to continue our theater operations while creating additional opportunities to expand our footprint over time.

This PD is also critical to the long-term financial stability of the building. A stable, sustainable property supports Stetson’s long-term objective of acquiring the building when the timing is right and ensures the facility can remain a positive asset for DeLand’s downtown and the broader community.

For these reasons, Stetson respectfully requests that City staff, the Planning Board, and the City Commission approve the DeLand Atrium PD application.

Sincerely,



Jeremy DiGorio
Vice President of Finance and CFO

Cc: 600 N. Woodland DeLand, LLC

Shawn Stewart
131 W University Avenue
DeLand, FL 32720
Phone: +1 (386) 297-9582
Email: shawnrs@gmail.com

April 28, 2026

City of DeLand
DeLand City Council and Planning Board
120 S. Florida Avenue
DeLand, FL 32720

Re: Letter of Support — Rezoning Application for 600 N. Woodland Blvd, DeLand, FL 32720

Dear Members of the City Council and Planning Board,

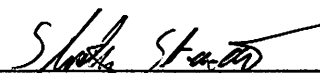
I am writing in strong support of the rezoning application for the property located at 600 N. Woodland Blvd, DeLand, FL 32720. As a direct neighbor to this property and a long-time resident and business professional in DeLand, I have a deep appreciation for thoughtful development that enhances the character and vitality of our community, and I believe this application represents exactly that kind of positive progress.

The subject property sits along one of DeLand's most prominent corridors, and its thoughtful redevelopment or adaptive reuse has the potential to serve as a genuine asset to the surrounding neighborhood and broader community. The proposed rezoning, in my view, aligns with the City's goals of encouraging responsible mixed-use or commercial development that brings activity, services, and economic investment to this area of Woodland Boulevard.

DeLand has long been a city that balances preservation of its historic identity with a welcoming posture toward new investment and community-oriented development. The rezoning of this property would open the door to uses that are complementary to the existing neighborhood fabric, support local employment, and contribute to the tax base — all while maintaining the high standards of design and land use compatibility that our community expects.

I respectfully urge the Planning Board and City Council to approve this rezoning application and look forward to seeing this property contribute meaningfully to the continued growth and livability of DeLand. Please do not hesitate to contact me if you have any questions or would like to discuss my support further.

Sincerely,

Signature: 

Date: 4/28/2026

CITY OF DELAND
Request for Commission Action
June 1, 2026

SUBJECT: Second Reading of Ordinance Abandoning ± 0.89 Acres of Right-of-Way of Bennett Drive, along lots 25-31 of the DeLand Business and Industrial Park plat.

DEPARTMENT: Planning

PREPARED BY: Emily Kunkel, Senior Planner

ATTACHMENTS: 2026-12 , Exhibit A - ROW Abandonment, Area for Required Drainage Easement, Area for Required Utility Easement, Site Plan, No Objection Letter - Charter Communications, No Objection Letter - Duke Energy, No Objection Letter - Florida Gas Transmission Company, No Objection Letter - ATT, No Objection Letter - City of DeLand Utilites

APPROVED BY: Michael Pleus, City Manager, May 26, 2026

SUMMARY/HIGHLIGHT:

The applicant, S A Casey Construction, is seeking to vacate a portion of the Bennett Drive right-of-way, lying along lots 25-31 of the DeLand Business and Industrial Park plat. The vacation of the right-of-way will allow the road to be used as a private driveway for the Coastline Power Solutions business. The right-of-way being abandoned is 552.68' in length and 50' in width, totaling ±0.89 acres.

Staff has not received any comments from the mailed notice, and the following utility providers provided letters of no-objection:

AT&T
Charter Communications
City of DeLand Utilites
Duke Energy
FL Gas Transmission Co.

The City Commission approved First Reading on May 18, 2026 with a vote of 5-0.

There is a companion RCA on this agenda related to the acceptance of easements for underground stormwater pipes and underground water and sewer lines.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principles.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The abandonment of this section of Bennett Drive right-of-way to the Coastline Power Solution property will result in the additional property being added to the City's tax rolls. This expansion of taxable property is expected to generate additional revenue for the City, thereby increasing funds available to support municipal services.

RECOMMENDATION:

Staff recommends that the City Commission approve vacation of a portion of Bennett Drive right-of-way, on second reading.

BACKGROUND/DISCUSSION:

This is a request for vacation of a 50' wide, 552.68' long section of the Bennett Drive right-of-way, located along lots 25-31 of the DeLand Business and Industrial Park plat. This request is being made with the intention of the road being utilized as a private driveway into the Coastline Power Solutions business. The Bennett Drive right-of-way section being vacated is currently an improved right-of-way and is encumbered by existing City utilities. The applicant will be required to give the City easements for underground stormwater pipes and underground water and sewer lines.

ORDINANCE NO. 2026 - 12

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, ABANDONING ±0.89 ACRES OF THE BENNETT DRIVE RIGHT-OF-WAY LOCATED ALONG LOTS 25 THROUGH 31 OF THE DELAND BUSINESS AND INDUSTRIAL PARK; AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the applicant, S A Casey Construction, is requesting approval for the abandonment of a 50 foot wide, 552.68 foot long section totaling ±0.89 acres of the Bennett Drive right-of-way located along lots 25-31 of the DeLand Business and Industrial Park and more particularly described in the attached Exhibit “A”; and

WHEREAS, the requested abandonment of the right-of-way is consistent with the transportation element of the City’s Comprehensive Plan; and

WHEREAS, the requested abandonment of this portion of the right-of-way will not restrict access to any property, will not be harmful to the public interest, and provides a positive benefit to the City.

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

Section 1. The 50 foot wide, 552.68 foot long section totaling ±0.89 acres of the Bennett Drive right-of-way, described in the attached Exhibit A, is hereby abandoned, and any right, title, or interest of the public in and to the right-of-way on any recorded map or plat, is hereby renounced and disclaimed.

Section 2. The effect of this Ordinance is to abandon 50 foot wide, 552.68 foot long section totaling ±0.89 acres of the Bennett Drive right-of-way, described above, and to renounce and disclaim any right, title, or interest of the public in and to the said right-of-way.

Section 3. The City Clerk-Auditor is hereby directed to have recorded in the public records of Volusia County, Florida, a certified copy of this Ordinance.

Section 4. 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 5. All Ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

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

PASSED AND DULY ADOPTED this 1st day of June, 2026.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Christian Gowan
City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

A PORTION OF BENNETT DRIVE, A 50.00 FOOT PUBLIC RIGHT-OF-WAY, AS SHOWN IN DELAND BUSINESS AND INDUSTRIAL PARK, RECORDED IN PLAT BOOK 45, PAGE 131, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID RIGHT-OF-WAY LYING IN SECTION 33, TOWNSHIP 16 SOUTH, RANGE 30 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 25, SAID DELAND BUSINESS AND INDUSTRIAL PARK PLAT, SAID POINT ALSO LYING ON THE NORTH RIGHT-OF-WAY LINE OF HAMILTON DRIVE (A 50.00 FOOT PUBLIC RIGHT-OF-WAY PER SAID DELAND BUSINESS AND INDUSTRIAL PARK PLAT); THENCE RUN NORTH 89°32'53" EAST ALONG THE SOUTH LINE OF SAID LOT 25 AND SAID NORTH RIGHT-OF-WAY LINE OF HAMILTON DRIVE, A DISTANCE OF 88.35 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID BENNETT DRIVE, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 54.14 FEET, A DELTA ANGLE OF 90°36'56", AND A CHORD WHICH BEARS NORTH 44°14'25" EAST, 76.95 FEET;

THENCE DEPARTING SAID SOUTH LINE AND SAID NORTH RIGHT-OF-WAY LINE, RUN ALONG SAID CURVE AND SAID WEST RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 85.62 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 01°04'03" WEST, A DISTANCE OF 552.68 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 300°00'00", AND HAVING A CHORD WHICH BEARS NORTH 88°55'57" EAST, 50.00 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, RUN ALONG SAID CURVE AN ARC DISTANCE OF 261.80 FEET TO THE INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID BENNETT DRIVE; THENCE DEPARTING SAID CURVE, RUN SOUTH 01°04'03" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 607.95 FEET TO THE INTERSECTION WITH THE EASTERLY EXTENSION OF SAID NORTH RIGHT-OF-WAY LINE OF HAMILTON DRIVE; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN SOUTH 89°32'53" WEST ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 104.73 FEET TO THE POINT OF BEGINNING;

SAID LAND CONTAINING 0.89 FEET, MORE OR LESS, OF LAND;

TOGETHER WITH A PERPETUAL ACCESS EASEMENT OVER THE SAME LAND DESCRIBED DEDICATED TO THE PUBLIC AND MAINTAINED BY THE OWNER OF SAID LAND.

SUBJECT TO 20.00 FOOT EASEMENTS OVER EXISTING PUBLIC AND PRIVATE UTILITIES LOCATED WITHIN SAID LAND, AS FIELD LOCATED.

SURVEYOR'S LEGEND

- PSM PROFESSIONAL SURVEYOR & MAPPER
- LS LICENSED SURVEYOR
- LB LICENSED BUSINESS
- ORB OFFICIAL RECORDS BOOK
- PB PLAT BOOK
- MB MAP BOOK
- PG PAGE
- INS INSTRUMENT
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- NT NON-TANGENT
- R/W RIGHT-OF-WAY
- SEC SECTION
- TWN TOWNSHIP
- RNG RANGE
- XXXX/XXXX BOOK / PAGE

SUBJECT BOUNDARY

ADJACENT BOUNDARY

RIGHT-OF-WAY LINE

SECTION LINework

THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ORGANIZATION(S) IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST BE EMBOSSED WITH THE SEAL OF A REGISTERED SURVEYOR EMPLOYED BY THIS FIRM.

CITY OF DELAND

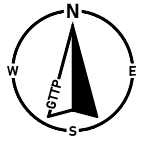
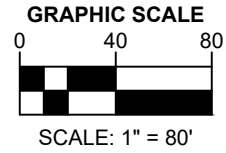


I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS REQUIRED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND SEAL, EITHER DIGITAL OR PHYSICAL, PRESENT.

SURVEYOR'S LEGEND

1. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
2. THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.
3. THE SURVEYED LANDS MAY BE SUBJECT TO JURISDICTIONAL ENTITIES.
4. SYMBOLS DEPICTED HEREON DO NOT REFLECT ACTUAL SIZE. PUBLISHED DIMENSIONS PRECEDE MAP SCALING.
5. ATTENTION IS DIRECTED TO THE FACT THAT THIS MAP MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
6. THIS SKETCH & LEGAL DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY, AS SUCH.
7. UNLESS OTHERWISE STATED, THE LEGAL DESCRIPTION STATED HEREON WAS PREPARED BY THE SURVEYOR AT THE OWNER'S REQUEST.
8. THE BASIS OF BEARING FOR THIS SKETCH & DESCRIPTION IS N89°32'53"E ALONG THE SOUTH LINE OF LOT 25, PER THE APPROVED CONSTRUCTION PLANS.
9. THIS SURVEY WAS COORDINATED BY GET TO THE POINT SURVEYING AND CERTIFIED BY ROBINSON SURVEYING, LB 8260, 140 E PANAMA RD, WINTER SPRINGS, FL 32708, 407.637.5961.

PHILLIP ROBINSON PSM LS7190
ROBINSON SURVEYING LB8260



LOT 27
PB 45/131

LOT 28
PB 45/131

LOT 26
PB 45/131

LOT 29
PB 45/131

LOT 24
PB 45/131

LOT 25
PB 45/131

LOT 30
PB 45/131

LOT 31
PB 45/131

CURVE TABLE					
C#	RADIUS	DELTA	LENGTH	CH. BEARING	CH. DISTANCE
C1	54.14'	090°36'56"	85.62'	N44°14'25"E	76.98'
C2	50.00'	300°00'00"	261.80'	N88°55'57"E	50.00'

PC (NT)

C2

WEST R/W LINE

EAST R/W LINE

N01°04'03"W 552.68'

BENNETT DRIVE
50.00' PUBLIC R/W (PB 45/131)
TO BE VACATED

S01°04'03"E 607.95'

PT

POINT OF BEGINNING
POINT OF COMMENCEMENT
SW CORNER, LOT 25

BASIS OF BEARING
N89°32'53"E 88.35'

N R/W LINE & S LOT LINE

S89°32'53"W
104.73'

HAMILTON DRIVE
50.00' PUBLIC R/W (PB 45/131)

LIMIT OF RIGHT-OF-WAY VACATION
EASTERLY EXTENSION OF N R/W LINE
OF HAMILTON DRIVE

25.00'

A 20-FOOT-WIDE DRAINAGE EASEMENT LYING IN A PORTION OF LOT 24, 25, 26, 29, 30 AND BENNETT DRIVE (A VACATED 50.00-FOOT RIGHT-OF-WAY), AS SHOWN IN DELAND BUSINESS AND INDUSTRIAL PARK, RECORDED IN PLAT BOOK 45, PAGE 131, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID EASEMENT LYING IN SECTION 33, TOWNSHIP 16 SOUTH, RANGE 30 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 25; THENCE RUN SOUTH 01°04'03"E ALONG THE EAST LINE OF SAID LOT 25, SAID LINE ALSO BEING THE WEST RIGHT-OF-WAY OF BENNETT DRIVE, A DISTANCE OF 23.14 FEET TO THE **POINT OF BEGINNING** OF THE FOLLOWING DESCRIBED EASEMENT;

THENCE DEPARTING SAID EAST LINE AND SAID WEST RIGHT-OF-WAY LINE, RUN THE FOLLOWING THREE (3) COURSES: SOUTH 89°59'57" EAST, 312.89 FEET; THENCE NORTH 39°39'10" EAST, 57.99 FEET; THENCE SOUTH 50°20'50" EAST, 5.63 FEET TO A POINT ON THE EAST LINE OF LOTS 29 AND 30; THENCE RUN SOUTH 00°49'51" EAST ALONG SAID EAST LINE, A DISTANCE OF 22.13 FEET; THENCE DEPARTING SAID EAST LINE, RUN THE FOLLOWING SIX (6) COURSES: SOUTH 39°39'10" WEST, 50.55 FEET; THENCE NORTH 89°59'57" WEST, 569.97 FEET; THENCE NORTH 33°56'09" WEST, 69.95 FEET; THENCE NORTH 56°03'51" EAST, 20.00 FEET; THENCE SOUTH 33°56'09" EAST, 59.30 FEET; THENCE SOUTH 89°59'57" EAST, 237.03 FEET TO THE **POINT OF BEGINNING**;

SAID EASEMENT BEING CENTERED ON THE INSTALLED STORM DRAINAGE RUNS FROM PERIMETER SWALES TO THE RETENTION POND, LYING 10.00 EITHER SIDE, AND CONTAINING 0.31 ACRES, MORE OR LESS, OF LAND.

SURVEYOR'S LEGEND

- PSM PROFESSIONAL SURVEYOR & MAPPER
- LS LICENSED SURVEYOR
- LB LICENSED BUSINESS
- ORB OFFICIAL RECORDS BOOK
- PB PLAT BOOK
- MB MAP BOOK
- PG PAGE
- INS INSTRUMENT
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- POT POINT OF TERMINATION
- R/W RIGHT-OF-WAY
- SEC SECTION
- TWN TOWNSHIP
- RNG RANGE
- XXXX/XXXX BOOK / PAGE

- _____ SUBJECT BOUNDARY
- _____ ADJACENT BOUNDARY
- _____ RIGHT-OF-WAY LINE
- _____ SECTION LINWORK

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CITY OF DELAND



WHITE POINT
SURVEYING AND MAPPING

LICENSED BUSINESS
LB8700

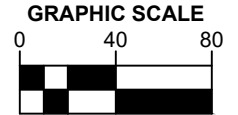
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SURVEYOR'S LEGEND

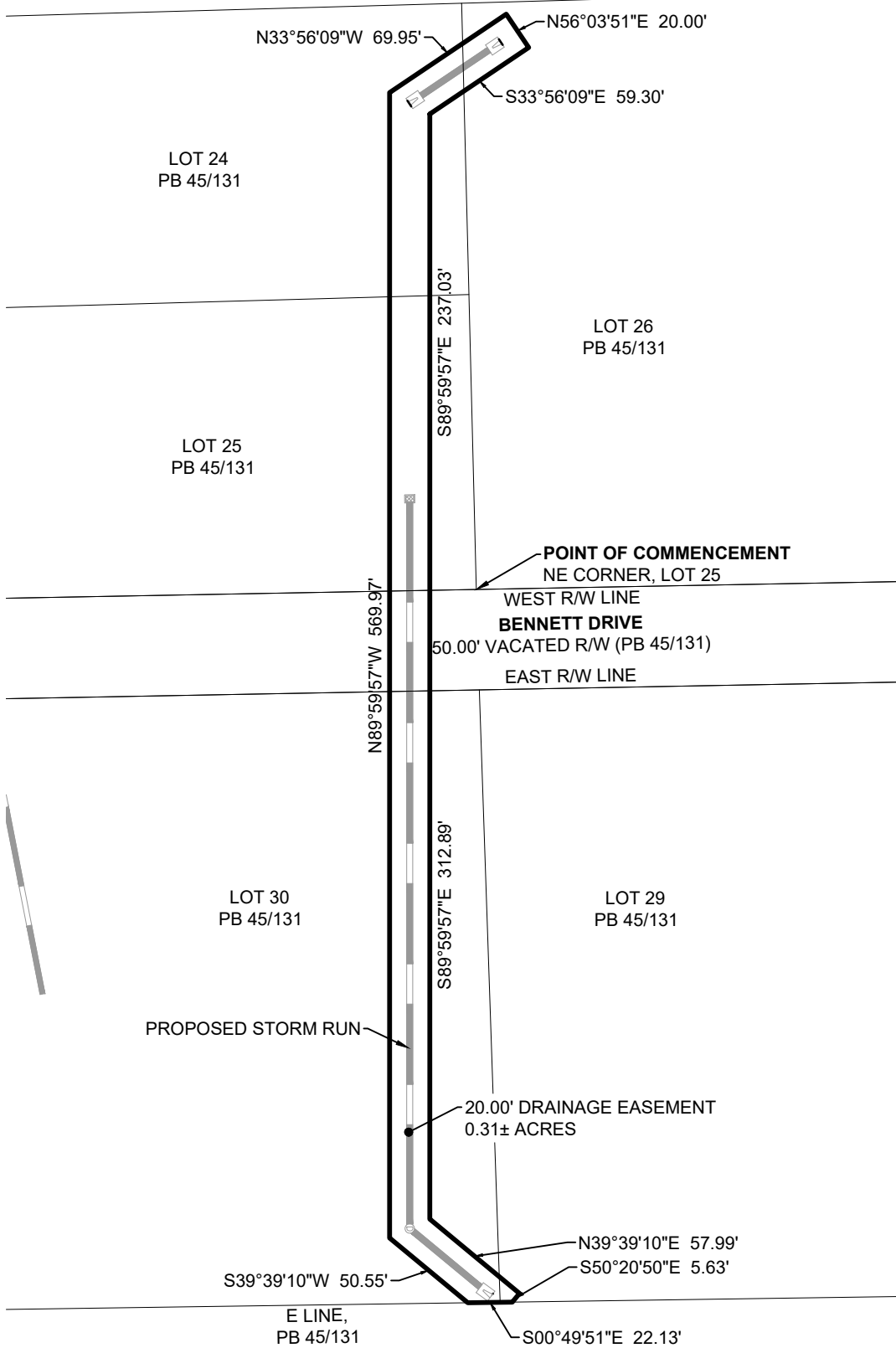
1. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
2. THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.
3. THE SURVEYED LANDS MAY BE SUBJECT TO JURISDICTIONAL ENTITIES.
4. SYMBOLS DEPICTED HEREON DO NOT REFLECT ACTUAL SIZE. PUBLISHED DIMENSIONS PRECEDE MAP SCALING.
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7. UNLESS OTHERWISE STATED, THE LEGAL DESCRIPTION STATED HEREON WAS PREPARED BY THE SURVEYOR AT THE OWNER'S REQUEST.
8. THE BASIS OF BEARING FOR THIS SKETCH & DESCRIPTION IS S00°49'51"E ALONG THE EAST LINE OF THE PLAT, PER THE APPROVED CONSTRUCTION PLANS.

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS REQUIRED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND SEAL, EITHER DIGITAL OR PHYSICAL, PRESENT.

NATHAN B WHITE PSM LS7669
WHITE POINT SURVEY LB8700



SCALE: 1" = 80'



A UTILITY EASEMENT LYING IN A PORTION OF LOTS 27, 28, 29, AND 30, AND BENNETT DRIVE (A VACATED 50.00 FOOT RIGHT-OF-WAY), AS SHOWN IN DELAND BUSINESS AND INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 45, PAGE 131, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID EASEMENT LYING IN SECTION 33, TOWNSHIP 16 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 31 OF SAID DELAND BUSINESS AND INDUSTRIAL PARK; THENCE RUN NORTH 01°04'09" WEST ALONG THE EAST RIGHT-OF-WAY OF SAID BENNETT DRIVE, A DISTANCE OF 16.53 FEET TO THE INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF HAMILTON DRIVE (A 50.00 FOOT PUBLIC RIGHT-OF-WAY PER SAID PLAT); THENCE RUN SOUTH 89°32'47" WEST ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 1.19 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUE SOUTH 89°32'47" WEST, A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 00°49'32" WEST, A DISTANCE OF 700.56 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF SAID BENNETT DRIVE; THENCE RUN NORTH 01°19'21" WEST, A DISTANCE OF 219.12 FEET; THENCE RUN NORTH 09°32'48" WEST, A DISTANCE OF 61.54 FEET TO THE NORTH LINE OF SAID LOTS 27 AND 28; THENCE RUN NORTH 89°34'55" EAST ALONG SAID NORTH LINE, A DISTANCE OF 20.26 FEET; THENCE RUN SOUTH 09°32'48" EAST, A DISTANCE OF 59.77 FEET; THENCE RUN SOUTH 01°19'21" EAST, A DISTANCE OF 227.99 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF SAID BENNETT DRIVE, SAID POINT ALSO LYING ON A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 AND DELTA ANGLE OF 25°26'46", AND HAVING A CHORD WHICH BEARS SOUTH 45°53'53" EAST, 22.21 FEET; THENCE RUN EASTERLY ALONG SAID CURVE AND SAID RIGHT-OF-WAY, AN ARC DISTANCE OF 22.21 FEET TO THE POINT OF NON-TANGENCY; THENCE RUN SOUTH 00°53'27" EAST, A DISTANCE OF 53.41 FEET TO SAID RIGHT-OF-WAY LINE AND TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 25°39'48", AND HAVING A CHORD WHICH BEARS SOUTH 44°13'30" WEST, 22.40 FEET; THENCE RUN WESTERLY ALONG SAID RIGHT-OF-WAY AND SAID CURVE, AN ARC DISTANCE OF 22.40 FEET TO THE POINT OF NON-TANGENCY; THENCE RUN SOUTH 00°49'32" EAST, A DISTANCE OF 608.78 FEET TO THE **POINT OF BEGINNING**;

SAID EASEMENT CONTAINING 0.48 ACRES, MORE OR LESS, OF LAND.

SURVEYOR'S LEGEND

- PSM PROFESSIONAL SURVEYOR & MAPPER
- LS LICENSED SURVEYOR
- LB LICENSED BUSINESS
- ORB OFFICIAL RECORDS BOOK
- PB PLAT BOOK
- MB MAP BOOK
- PG PAGE
- INS INSTRUMENT
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- POT POINT OF TERMINATION
- R/W RIGHT-OF-WAY
- SEC SECTION
- TWN TOWNSHIP
- RNG RANGE
- XXXX/XXXX BOOK / PAGE

SUBJECT BOUNDARY

ADJACENT BOUNDARY

RIGHT-OF-WAY LINE

SECTION LINENWORK

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CITY OF DELAND



WHITE POINT
SURVEYING AND MAPPING

LICENSED BUSINESS
LB8700

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SURVEYOR'S LEGEND

1. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
2. THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.
3. THE SURVEYED LANDS MAY BE SUBJECT TO JURISDICTIONAL ENTITIES.
4. SYMBOLS DEPICTED HEREON DO NOT REFLECT ACTUAL SIZE. PUBLISHED DIMENSIONS PRECEDE MAP SCALING.
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7. UNLESS OTHERWISE STATED, THE LEGAL DESCRIPTION STATED HEREON WAS PREPARED BY THE SURVEYOR AT THE OWNER'S REQUEST.
8. THE BASIS OF BEARING FOR THIS SKETCH & DESCRIPTION IS S00°49'51"E ALONG THE EAST LINE OF THE PLAT, PER THE APPROVED CONSTRUCTION PLANS.

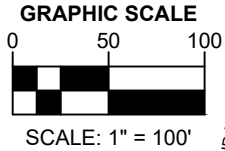
I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS REQUIRED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND SEAL, EITHER DIGITAL OR PHYSICAL, PRESENT.

NATHAN B WHITE PSM LS7669
WHITE POINT SURVEY LB8700

SKETCH OF
LEGAL DESCRIPTION

N LINE, LOT 27

N LINE, LOT 28



LOT 27
PB 45/131

LOT 28
PB 45/131

LOT 26
PB 45/131

LOT 29
PB 45/131

LOT 24
PB 45/131

LOT 25
PB 45/131

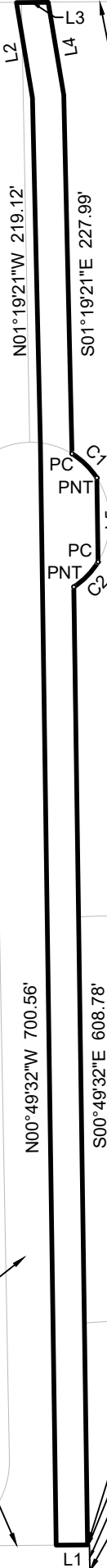
LOT 30
PB 45/131

LOT 31
PB 45/131

BENNETT DRIVE
VACATED R/W

EASTERLY EXTENSION OF N R/W LINE

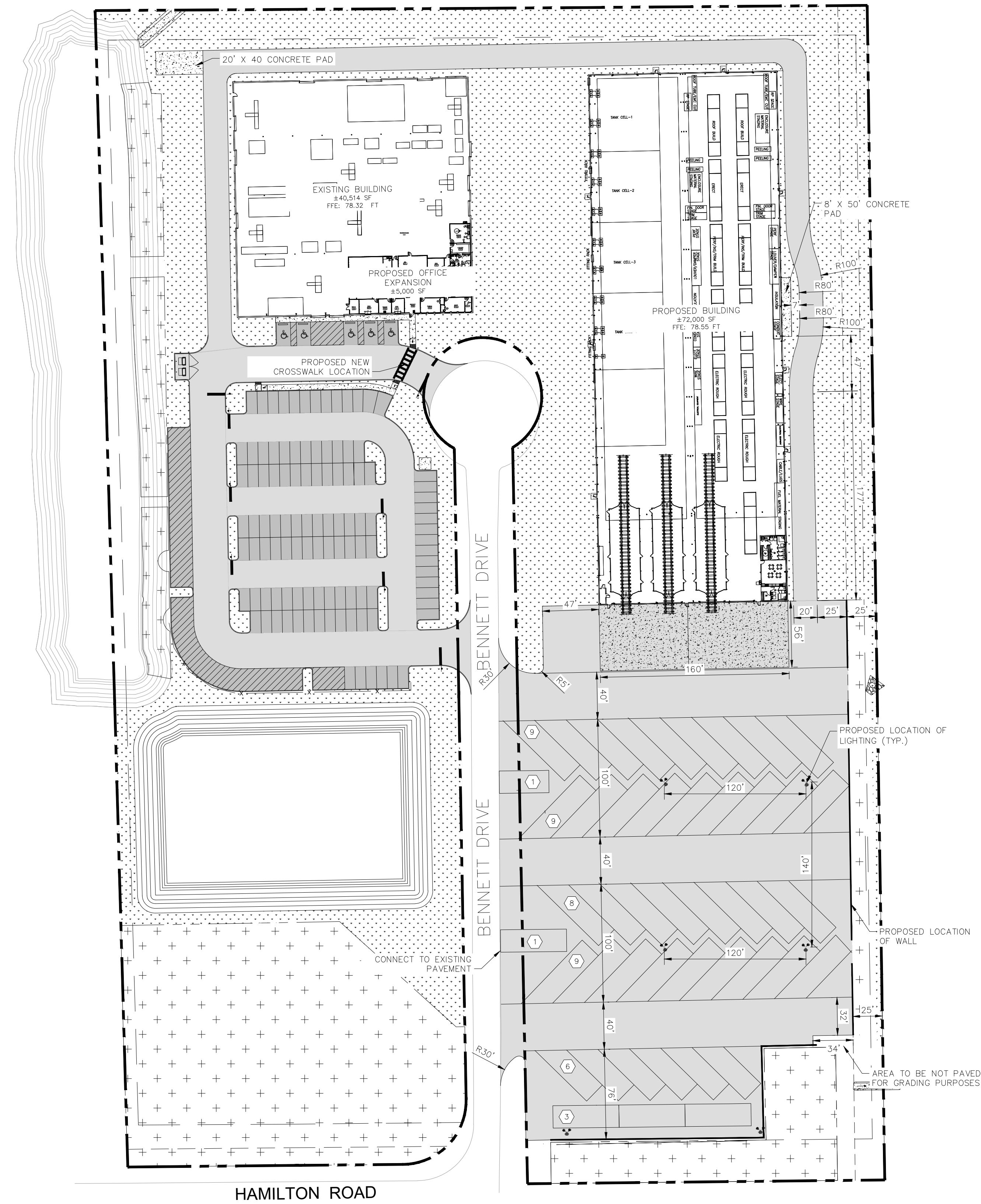
N R/W LINE, HAMILTON DRIVE
50.00' PUBLIC R/W (PB 45/131)



LINE TABLE		
L#	BEARING	DISTANCE
L1	S89°32'47"W	20.00'
L2	N09°32'48"W	61.55'
L3	N89°34'55"E	20.26'
L4	S09°32'48"E	59.77'
L5	S00°53'27"E	53.41'

CURVE TABLE					
C#	RADIUS	DELTA	LENGTH	CH.BEARING	CH.DISTANCE
C1	50.00'	25°26'46"	22.21'	S45°53'53"E	22.21'
C2	50.00'	25°39'48"	22.40'	S44°13'30"W	22.40'

POINT OF BEGINNING
S89°32'47"W 1.19'
N01°04'09"W 16.53'
POINT OF COMMENCEMENT
SW CORNER, LOT 31



October 16, 2025

Bobby Tadano
1865 Bennett Drive
Deland, FL 32724

RE: Letter Of No Objection

To Whom It May Concern:

Spectrum has **"no objection"** to Road Abandonment/Right of Way/Easement at 1865 Bennett Drive, Deland, FL 32724 as long as we are granted a separate easement access and will still have access to maintain the plant that is currently in place.

If you have any questions regarding this, please contact me.

Sincerely,

Timothy Haynes



Charter Spectrum

Construction Supervisor

(386) 414-5078

Oct. 20, 2025

Via email: sanderson@sacaseyconstruction.com

Mr. Steven Anderson
Director of Development
S.A. Casey
2822 Commerce Park Drive
Suite 400
Orlando, Florida 32819

**RE: Vacation of Bennett Drive
1965 Bennett Drive, Deland
Volusia County, Florida**

Dear Mr. Anderson:

Please be advised that Duke Energy has **“no objection”** to the vacation and abandonment of that portion of Bennett Drive Right Of Way lying South of Lots 27 and 28, East of Lots 25 and 26, West of Lots 29, 30, and 31, DELAND BUSINESS AND INDUSTRIAL PARK, as recorded in Plat Book 45, Page 131, of the Public Records of Volusia County, Florida. (hereinafter referred to as the "Easement Area") being more particularly as shown on the accompanying Page 1 of 2 - Map of Boundary & Topographic Survey GAI Surveyors., dated November 24, 2025, attached Exhibit A, attached hereto and by this reference made a part hereof and by this reference made a part hereof.

Once the resolution has been recorded in the Public Records, please provide a copy to me so the easement you executed for the vacated area can be recorded.

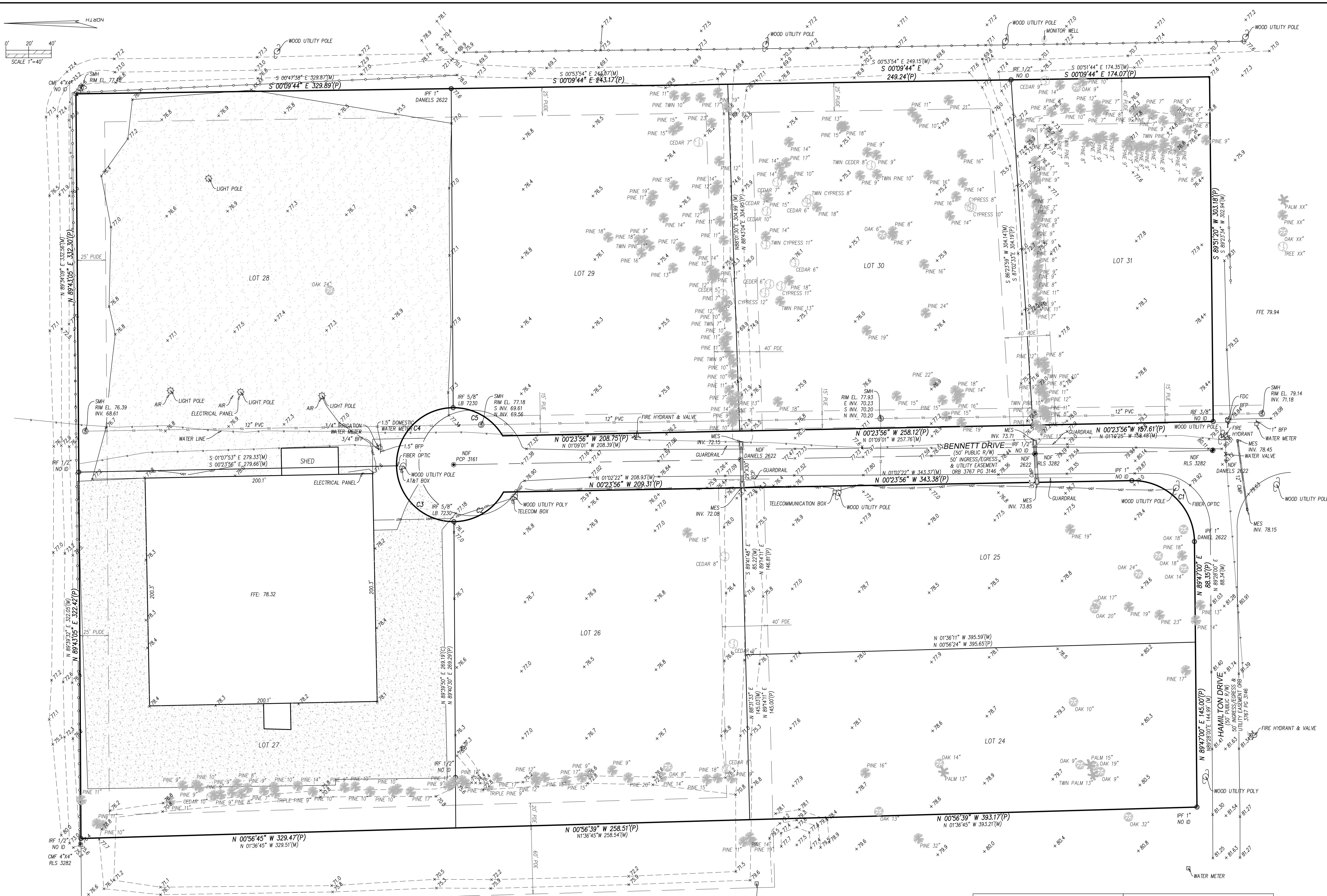
If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

Irma Cuadra

Irma Cuadra
Senior Research Specialist

Attachment



LEGEND

- BM = BENCH MARK
- BLK = BLOCK
- BLDG = BUILDING
- (C) = CALCULATED
- CATV = CABLE TELEVISION
- CHD = CHORD
- CBS = CONCRETE BLOCK STRUCTURE
- C/L = CENTER LINE
- CLF = CHAIN LINK FENCE
- CONC = CONCRETE
- CMF = CONCRETE MONUMENT FOUND
- COR = CORNER
- (D) = DEED
- DB = DEED BOOK
- DA = DELTA ANGLE
- DIST = DISTANCE
- ESMT = EASEMENT
- ELEC = ELECTRIC
- ELEV = ENCROACHMENT
- FB = FIELD BOOK
- FFE = FINISHED FLOOR ELEVATION
- FNC = FENCE
- FND = FOUND
- FP&L = FLORIDA POWER & LIGHT COMPANY
- ID = IDENTIFICATION
- IPF = IRON PIPE FOUND
- IRC = IRON ROD & CAP FOUND
- IRF = IRON ROD FOUND
- IRS = IRON ROD SET 5/8" GAL LB 7928
- LB = LICENSED BUSINESS NUMBER
- (M) = MEASURED
- NDF = NAIL & DISK FOUND
- NDS = NAIL & DISK SET GAL LB 7928
- NAD 83 = NORTH AMERICAN DATUM OF 1983
- NAVD = NORTH AMERICAN VERTICAL DATUM 1988
- O/H = OVERHEAD
- OHWM = ORDINARY HIGH WATER MARK
- ORB = OFFICIAL RECORDS BOOK
- O/S = OFFSET
- PLAT = PLAT
- PB = PLAT BOOK
- PCP = PERMANENT CONTROL POINT
- PC = POINT OF CURVATURE
- PCC = POINT OF COMPOUND CURVATURE
- PT = POINT OF TANGENCY
- PRC = POINT OF REVERSE CURVATURE
- PRM = PERMANENT REFERENCE MONUMENT
- PLS = PROFESSIONAL LAND SURVEYOR
- PGB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- POL = POINT ON LINE
- PUE = PUBLIC UTILITY EASEMENT
- PDE = PUBLIC DRAINAGE EASEMENT
- PUDE = PUBLIC UTILITY DRAINAGE EASEMENT
- PVMT = PAVEMENT
- R = RADIUS
- RLS = REGISTERED LAND SURVEYOR
- REF = REFERENCE
- RGE = RANGE
- R/W = RIGHT OF WAY
- SEC = SECTION
- SMH = SANITARY SEWER MANHOLE
- TWP = TOWNSHIP
- TYP = TYPICAL
- US&GCS = U.S. COAST & GEODETIC SURVEY
- WD = WOOD
- WT-COR = WOOD CORNER IRS 5/8" GAL LB7928
- XCF = CUT MARK FOUND

- NOTES:**
1. BEARINGS BASED ON FLORIDA EAST STATE PLANE COORDINATES NAD 83
 2. ELEVATIONS BASED ON NAVD 1988
 3. FLOOD ZONE "X", MAP NO. 12127C0460H COMMUNITY NO. 120307, FEBRUARY 19, 2014
 4. HORIZONTAL & VERTICAL CLOSURE MEETS OR EXCEEDS THE ACCURACY FOR SUBURBAN LAND AS PER FLORIDA ADMINISTRATIVE CODE 5J-17
 5. BEARINGS, DISTANCES AND ANGLES SHOWN ARE THE SAME AS PLAT, DEED OR RECORD UNLESS SHOWN OTHERWISE
 6. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
 7. WATER LINE LOCATION IS BASED ON ABOVE GROUND APPURTENANCES AND UTILITY LOCATIONS BY OTHERS.

CERTIFIED TO:
 DELAND ACQUISITION COMPANY, INC.
 LEWISON CRITER & WISE, LLP
 OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
 DELAND INDUSTRIAL PARK, LLC

LEGAL DESCRIPTION:
 LOTS 24 THROUGH 31, DELAND BUSINESS AND INDUSTRIAL PARK, A SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 45, PAGES 131 THROUGH 136, INCLUSIVE, PUBLIC RECORDS OF VOLUCLA COUNTY, FLORIDA.

CALCULATIONS/DRAWN/CHECKED BY: AEG/EGK

BOUNDARY & TOPOGRAPHICAL	DATE: 26 JUL 24
REVISED PER COMMENTS	DATE: 12 NOV 24
ADDED WATER LINE	DATE: 25 NOV 24
ADDED INGRESS/EGRESS & UTILITY EASEMENT	DATE: 25 NOV 24

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SURVEY WAS DONE UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 475.053(3) FLORIDA STATUTES.

STATE OF FLORIDA
 GORDON PROSSER, LAND SURVEYOR AND MAPPER
 PROFESSIONAL LAND SURVEYOR LICENSE NO. LS 5363

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY

CURVE TABLE					CURVE TABLE						
CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING	CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C1(P)	54.14'	90°36'56"	85.63'	76.98'	N44°54'32"E	C1(M)	54.10'	90°32'02"	85.48'	76.86'	N44°13'36"E
C2(P)	50.00'	61°48'51"	53.94'	51.36'		C2(M)	50.10'	60°56'24"	53.29'	50.81'	S30°51'57"E
C3(P)	50.00'	88°11'09"	76.96'	69.58'		C3(M)	50.10'	89°15'01"	78.05'	70.39'	S44°13'46"W
C4(P)	50.00'	91°48'51"	80.12'	71.82'		C4(M)	50.10'	90°44'59"	79.36'	71.32'	N45°46'14"W
C5(P)	50.00'	58°11'09"	52.78'	50.78'		C5(M)	50.10'	59°54'09"	52.38'	50.03'	N29°33'20"E

GAI Surveys
 L.B. No. 7928

A. EARL GORDON, JR., PSM No. LS 2866
 EARL K. GORDON, PSM No. LS 5363

1 OLEANDER ST. COCOA, FL 32922
 (321) 806-3908 GAI@FLRR.COM



Florida Gas Transmission Company

An Energy Transfer/Kinder Morgan Affiliate

2301 Lucien Way
Suite 200
Maitland, FL 32751
Right-of-Way Department

October 6, 2025

Steve Anderson
S.A. Casey Construction

Re: Vacation Request – 1965 Bennett Drive, Deland, Florida

To Whom it May Concern:

Florida Gas Transmission Company, LLC (FGT) has **No Objection** to the vacation involving the property mentioned above. Our nearest pipeline is approximately 3.3 miles to the East.

Please call me at (407) 838-7059, if you have any further questions or concerns.

Thank you,
Amy Powell

Amy Powell
Right of Way Representative



To:
Darren Gentles
Email: dgentles@coastlinepowersolutions.com
Phone: (o) 386.469.0070

October 16, 2025

This is a "Letter of No Objection" to the requested vacation of plat "additional area" indicated on "SEE ATTACHED", located on property in Deland, Florida. This is per our conversation about being granted a utility easement where our lines are currently buried. This easement will now be private instead of public. Please accept this letter as notification.

RE: Volusia County Property Appraiser Parcel ID: 603311000270

Sincerely,
Darrell Broom
AT&T Engineer
268 N Ridgewood Ave
Daytona Beach, FL 32114
c. (404) 285-0458



City of DeLand

1102 South Garfield Avenue
DeLand, FL 32724
Telephone: (386) 626-7191
Fax: (386) 736-5004

November 5, 2025

To: Steven Anderson
Director of Development
Phone: (407)240-6775 Cell: (407)760-6030
sanderson@sacaseyconstruction.com



Re: Letter of no objection for proposed vacation of Right-of-Way.

Dear Steven,

We have reviewed the letter sent October 22nd, 2025, requesting the City of DeLand's concurrence to proceed with a roadway vacation of a portion of Bennett Drive, in DeLand, Florida as shown and described in "Attachment A" (attached).

The City of DeLand Utilities Department has no objections to the proposed vacation with the included easements, as stated in "Attachment A" established.

Please feel free to contact us at the phone number above if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric M. Sampson", with a long horizontal line extending to the right.

Eric M. Sampson
Utilities Engineer / ADA Coordinator
City of DeLand

A PORTION OF BENNETT DRIVE, A 50.00 FOOT PUBLIC RIGHT-OF-WAY, AS SHOWN IN DELAND BUSINESS AND INDUSTRIAL PARK, RECORDED IN PLAT BOOK 45, PAGE 131, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID RIGHT-OF-WAY LYING IN SECTION 33, TOWNSHIP 16 SOUTH, RANGE 30 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 25, SAID DELAND BUSINESS AND INDUSTRIAL PARK PLAT, SAID POINT ALSO LYING ON THE NORTH RIGHT-OF-WAY LINE OF HAMILTON DRIVE (A 50.00 FOOT PUBLIC RIGHT-OF-WAY PER SAID DELAND BUSINESS AND INDUSTRIAL PARK PLAT); THENCE RUN NORTH 89°32'53" EAST ALONG THE SOUTH LINE OF SAID LOT 25 AND SAID NORTH RIGHT-OF-WAY LINE OF HAMILTON DRIVE, A DISTANCE OF 88.35 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID BENNETT DRIVE, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 54.14 FEET, A DELTA ANGLE OF 90°36'56", AND A CHORD WHICH BEARS NORTH 44°14'25" EAST, 76.95 FEET;

THENCE DEPARTING SAID SOUTH LINE AND SAID NORTH RIGHT-OF-WAY LINE, RUN ALONG SAID CURVE AND SAID WEST RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 85.62 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 01°04'03" WEST, A DISTANCE OF 552.68 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 300°00'00", AND HAVING A CHORD WHICH BEARS NORTH 88°55'57" EAST, 50.00 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, RUN ALONG SAID CURVE AN ARC DISTANCE OF 261.80 FEET TO THE INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID BENNETT DRIVE; THENCE DEPARTING SAID CURVE, RUN SOUTH 01°04'03" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 607.95 FEET TO THE INTERSECTION WITH THE EASTERLY EXTENSION OF SAID NORTH RIGHT-OF-WAY LINE OF HAMILTON DRIVE; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN SOUTH 89°32'53" WEST ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 104.73 FEET TO THE POINT OF BEGINNING; SAID LAND CONTAINING 0.89 ACRES, MORE OR LESS, OF LAND;

TOGETHER WITH A PERPETUAL ACCESS EASEMENT OVER THE SAME LAND DESCRIBED DEDICATED TO THE PUBLIC AND MAINTAINED BY THE OWNER OF SAID LAND.

SUBJECT TO 20.00 FOOT EASEMENTS OVER EXISTING PUBLIC AND PRIVATE UTILITIES LOCATED WITHIN SAID LAND, AS FIELD LOCATED.

SURVEYOR'S LEGEND

- PSM PROFESSIONAL SURVEYOR & MAPPER
- LS LICENSED SURVEYOR
- LB LICENSED BUSINESS
- ORB OFFICIAL RECORDS BOOK
- PB PLAT BOOK
- MB MAP BOOK
- PG PAGE
- INS INSTRUMENT
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- NT NON-TANGENT
- R/W RIGHT-OF-WAY
- SEC SECTION
- TWN TOWNSHIP
- RNG RANGE
- XXXX/XXXX BOOK / PAGE

- _____ SUBJECT BOUNDARY
- _____ ADJACENT BOUNDARY
- _____ RIGHT-OF-WAY LINE
- _____ SECTION LINework

THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ORGANIZATION(S) IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST BE EMBOSSED WITH THE SEAL OF A REGISTERED SURVEYOR EMPLOYED BY THIS FIRM.

CITY OF DELAND

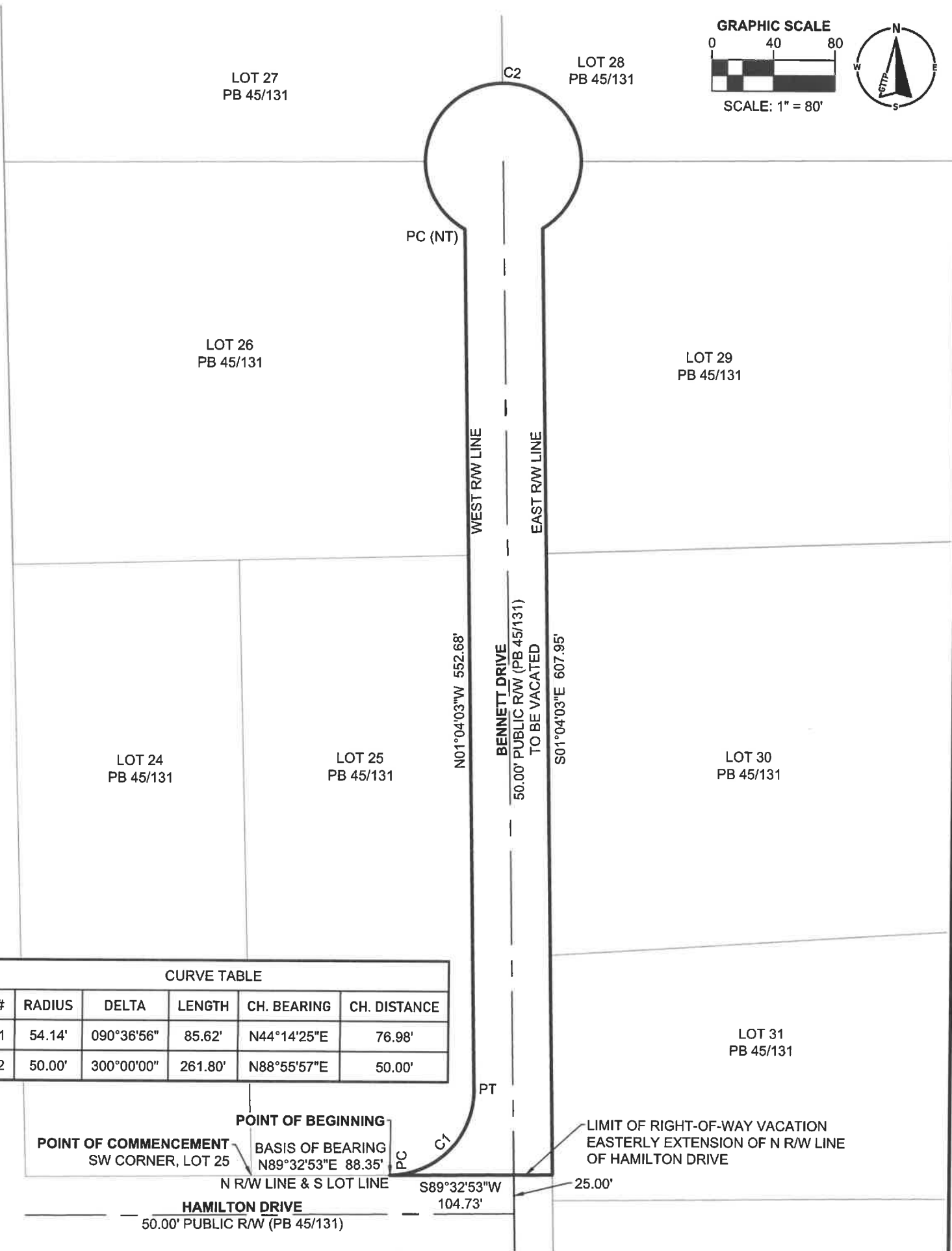


SURVEYOR'S LEGEND

1. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
2. THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.
3. THE SURVEYED LANDS MAY BE SUBJECT TO JURISDICTIONAL ENTITIES.
4. SYMBOLS DEPICTED HEREON DO NOT REFLECT ACTUAL SIZE. PUBLISHED DIMENSIONS PRECEDE MAP SCALING.
5. ATTENTION IS DIRECTED TO THE FACT THAT THIS MAP MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
6. THIS SKETCH & LEGAL DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY, AS SUCH.
7. UNLESS OTHERWISE STATED, THE LEGAL DESCRIPTION STATED HEREON WAS PREPARED BY THE SURVEYOR AT THE OWNER'S REQUEST.
8. THE BASIS OF BEARING FOR THIS SKETCH & DESCRIPTION IS N89°32'53"E ALONG THE SOUTH LINE OF LOT 25, PER THE APPROVED CONSTRUCTION PLANS.
9. THIS SURVEY WAS COORDINATED BY GET TO THE POINT SURVEYING AND CERTIFIED BY ROBINSON SURVEYING, LB 8260, 140 E PANAMA RD, WINTER SPRINGS, FL 32708, 407.637.5961.

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS REQUIRED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND SEAL, EITHER DIGITAL OR PHYSICAL, PRESENT.

PHILLIP ROBINSON PSM LS7190
ROBINSON SURVEYING LB8260



CITY OF DELAND
Request for Commission Action
June 1, 2026

SUBJECT: Acceptance of Easement for Bennett Drive.

DEPARTMENT: Legal

PREPARED BY:

ATTACHMENTS: Bennett Drive Easement

APPROVED BY: Michael Pleus, City Manager, May 26, 2026

SUMMARY/HIGHLIGHT:

The City is in the process of vacating a portion of the Bennett Drive right-of-way in support of the Coastline Power Solutions factory project. There are existing city utilities within portions of the right-of-way being vacated and the City needs an easement in order to maintain those utilities. Staff is recommending to the City Commission that it accept the attached easement for this purpose.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There is no direct financial impact to this item.

RECOMMENDATION:

Accept the attached easement.

BACKGROUND/DISCUSSION:

There is an underground stormwater pipe which exists on the property that conveys stormwater from other properties, across the Coastline property as well as water and sewer mains. The attached easement will allow those utilities to remain in place in perpetuity.

Prepared by and Return to:

Darren J. Elkind, Esquire
142 East New York Avenue
DeLand, Florida 32724
Phone: 386.734.3020
Tax Parcel Identification Number: 603311000270 (Altkey 5634990)

1965 BENNETT DRIVE/CITY OF DELAND UTILITY EASEMENT

THIS UTILITY EASEMENT made the ___ day of May, 2026, by DELAND GENCO ACQUISITION COMPANY, INC., a Florida corporation, whose address is 1965 Bennett Drive, DeLand, FL 32724 (hereinafter referred to as “Grantor”), to the CITY OF DELAND, a municipality of the State of Florida, whose mailing address is City Hall, 120 South Florida Avenue, DeLand, Florida 32720 (hereinafter referred to as “Grantee”).

WITNESSETH:

FOR AND IN CONSIDERATION OF the sum of ONE AND NO/100 DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee and its assigns, an exclusive easement and right-of-way for utility purposes, with full authority to enter upon, excavate, construct and maintain, as the Grantee and its assigns may deem necessary, the following:

Potable water pipes, lines and facilities; reclaimed water pipes, lines and facilities; sanitary sewer pipes, lines and facilities; and any other associated utility facilities of whatsoever type or nature, over, under, upon and through the following-described lands situate in the County of Volusia, State of Florida, more particularly described in the attached Exhibit “A” (hereinafter the “Utility Easement”); and

Stormwater pipes under, upon and through, all of which shall be placed underground or at grade, the following-described lands situate in the County of Volusia, State of Florida, more particularly described in the attached Exhibit “B” (hereinafter the “Stormwater Easement”).

TO HAVE AND TO HOLD the right to reasonably enter upon the contiguous lands of the Grantor in order to accomplish the aforesaid actions with respect to the Utility Easement and the Stormwater Easement and free ingress and egress over and across the said adjacent property.

FURTHER, TO HAVE AND TO HOLD the Utility Easement and the Stormwater Easement unto said Grantee and its assigns forever.

THE GRANTEE and its assigns shall have the right to clear, keep clear and remove from said the Utility Easement and the Stormwater Easement all trees, undergrowth, and other obstructions that may interfere with location, excavation, operation or maintenance of the utilities or stormwater infrastructure or any facilities installed thereon by the Grantee and its assigns, and the Grantor, and the successors and assigns of the Grantor, agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on the Utility Easement or the Stormwater Easement that may interfere with the location, excavation, operation or maintenance of the facilities installed thereon, unless approved in writing by the Grantee.

IN WITNESS WHEREOF, the Grantor has hereunto set the Grantor's hand and seal, the day and year written above.

Signed, sealed and delivered
in the presence of witnesses:

DELAND GENCO ACQUISITION
COMPANY, INC., a Florida corporation

Signature of Witness #1

Printed Name of Witness #1

Signature of Witness #2

Printed Name of Witness #2

By: _____
Signature

Printed Name

Title

ACKNOWLEDGMENT

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

SWORN TO AND SUBSCRIBED before me, by means of [] physical presence or [] online notarization, this ____ day of May, 2026, by _____, as _____ of DELAND GENCO ACQUISITION COMPANY, INC., a Florida corporation, who is personally known to me or who has produced a Florida driver's license as identification.

NOTARY PUBLIC

[Print, type or stamp commissioned name of notary or deputy clerk.]

A UTILITY EASEMENT LYING IN A PORTION OF LOTS 27, 28, 29, AND 30, AND BENNETT DRIVE (A VACATED 50.00 FOOT RIGHT-OF-WAY), AS SHOWN IN DELAND BUSINESS AND INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 45, PAGE 131, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID EASEMENT LYING IN SECTION 33, TOWNSHIP 16 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 31 OF SAID DELAND BUSINESS AND INDUSTRIAL PARK; THENCE RUN NORTH 01°04'09" WEST ALONG THE EAST RIGHT-OF-WAY OF SAID BENNETT DRIVE, A DISTANCE OF 16.53 FEET TO THE INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF HAMILTON DRIVE (A 50.00 FOOT PUBLIC RIGHT-OF-WAY PER SAID PLAT); THENCE RUN SOUTH 89°32'47" WEST ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 1.19 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUE SOUTH 89°32'47" WEST, A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 00°49'32" WEST, A DISTANCE OF 700.56 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF SAID BENNETT DRIVE; THENCE RUN NORTH 01°19'21" WEST, A DISTANCE OF 219.12 FEET; THENCE RUN NORTH 09°32'48" WEST, A DISTANCE OF 61.54 FEET TO THE NORTH LINE OF SAID LOTS 27 AND 28; THENCE RUN NORTH 89°34'55" EAST ALONG SAID NORTH LINE, A DISTANCE OF 20.26 FEET; THENCE RUN SOUTH 09°32'48" EAST, A DISTANCE OF 59.77 FEET; THENCE RUN SOUTH 01°19'21" EAST, A DISTANCE OF 227.99 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF SAID BENNETT DRIVE, SAID POINT ALSO LYING ON A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 AND DELTA ANGLE OF 25°26'46", AND HAVING A CHORD WHICH BEARS SOUTH 45°53'53" EAST, 22.21 FEET; THENCE RUN EASTERLY ALONG SAID CURVE AND SAID RIGHT-OF-WAY, AN ARC DISTANCE OF 22.21 FEET TO THE POINT OF NON-TANGENCY; THENCE RUN SOUTH 00°53'27" EAST, A DISTANCE OF 53.41 FEET TO SAID RIGHT-OF-WAY LINE AND TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 25°39'48", AND HAVING A CHORD WHICH BEARS SOUTH 44°13'30" WEST, 22.40 FEET; THENCE RUN WESTERLY ALONG SAID RIGHT-OF-WAY AND SAID CURVE, AN ARC DISTANCE OF 22.40 FEET TO THE POINT OF NON-TANGENCY; THENCE RUN SOUTH 00°49'32" EAST, A DISTANCE OF 608.78 FEET TO THE **POINT OF BEGINNING**;

SAID EASEMENT CONTAINING 0.48 ACRES, MORE OR LESS, OF LAND.

SURVEYOR'S LEGEND

- PSM PROFESSIONAL SURVEYOR & MAPPER
- LS LICENSED SURVEYOR
- LB LICENSED BUSINESS
- ORB OFFICIAL RECORDS BOOK
- PB PLAT BOOK
- MB MAP BOOK
- PG PAGE
- INS INSTRUMENT
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- POT POINT OF TERMINATION
- R/W RIGHT-OF-WAY
- SEC SECTION
- TWN TOWNSHIP
- RNG RANGE
- XXXX/XXX BOOK / PAGE

- _____ SUBJECT BOUNDARY
- _____ ADJACENT BOUNDARY
- _____ RIGHT-OF-WAY LINE
- _____ SECTION LINENWORK

THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ORGANIZATION(S) IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST BE EMBOSSED WITH THE SEAL OF A REGISTERED SURVEYOR EMPLOYED BY THIS FIRM.

CITY OF DELAND



WHITE POINT
SURVEYING AND MAPPING

LICENSED BUSINESS
LB8700

© 2026 WHITE POINT SURVEYING AND MAPPING LLC - ALL RIGHTS RESERVED

SURVEYOR'S LEGEND

1. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
2. THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.
3. THE SURVEYED LANDS MAY BE SUBJECT TO JURISDICTIONAL ENTITIES.
4. SYMBOLS DEPICTED HEREON DO NOT REFLECT ACTUAL SIZE. PUBLISHED DIMENSIONS PRECEDE MAP SCALING.
5. ATTENTION IS DIRECTED TO THE FACT THAT THIS MAP MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
6. THIS SKETCH & LEGAL DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY, AS SUCH.
7. UNLESS OTHERWISE STATED, THE LEGAL DESCRIPTION STATED HEREON WAS PREPARED BY THE SURVEYOR AT THE OWNER'S REQUEST.
8. THE BASIS OF BEARING FOR THIS SKETCH & DESCRIPTION IS S00°49'51"E ALONG THE EAST LINE OF THE PLAT, PER THE APPROVED CONSTRUCTION PLANS.

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS REQUIRED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND SEAL, EITHER DIGITAL OR PHYSICAL, PRESENT.

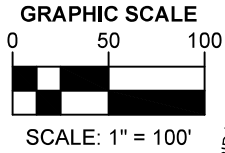


NATHAN B WHITE PSM LS7669
WHITE POINT SURVEY LB8700

SKETCH OF
LEGAL DESCRIPTION

N LINE, LOT 27

N LINE, LOT 28



LOT 27
PB 45/131

LOT 28
PB 45/131

LOT 26
PB 45/131

LOT 29
PB 45/131

LOT 24
PB 45/131

LOT 25
PB 45/131

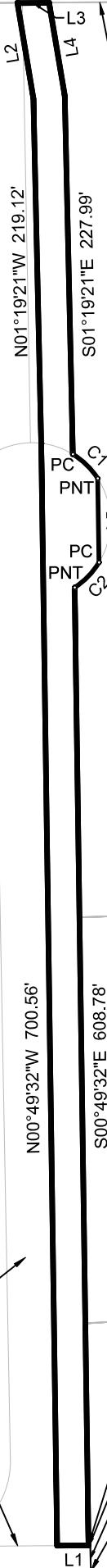
LOT 30
PB 45/131

LOT 31
PB 45/131

BENNETT DRIVE
VACATED R/W

EASTERLY EXTENSION OF N R/W LINE

N R/W LINE, HAMILTON DRIVE
50.00' PUBLIC R/W (PB 45/131)



LINE TABLE		
L#	BEARING	DISTANCE
L1	S89°32'47"W	20.00'
L2	N09°32'48"W	61.55'
L3	N89°34'55"E	20.26'
L4	S09°32'48"E	59.77'
L5	S00°53'27"E	53.41'

CURVE TABLE					
C#	RADIUS	DELTA	LENGTH	CH.BEARING	CH.DISTANCE
C1	50.00'	25°26'46"	22.21'	S45°53'53"E	22.21'
C2	50.00'	25°39'48"	22.40'	S44°13'30"W	22.40'

POINT OF BEGINNING
S89°32'47"W 1.19'
N01°04'09"W 16.53'
POINT OF COMMENCEMENT
SW CORNER, LOT 31

A 20-FOOT-WIDE DRAINAGE EASEMENT LYING IN A PORTION OF LOT 24, 25, 26, 29, 30 AND BENNETT DRIVE (A VACATED 50.00-FOOT RIGHT-OF-WAY), AS SHOWN IN DELAND BUSINESS AND INDUSTRIAL PARK, RECORDED IN PLAT BOOK 45, PAGE 131, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID EASEMENT LYING IN SECTION 33, TOWNSHIP 16 SOUTH, RANGE 30 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 25; THENCE RUN SOUTH 01°04'03"E ALONG THE EAST LINE OF SAID LOT 25, SAID LINE ALSO BEING THE WEST RIGHT-OF-WAY OF BENNETT DRIVE, A DISTANCE OF 23.14 FEET TO THE **POINT OF BEGINNING** OF THE FOLLOWING DESCRIBED EASEMENT;


THENCE DEPARTING SAID EAST LINE AND SAID WEST RIGHT-OF-WAY LINE, RUN THE FOLLOWING THREE (3) COURSES: SOUTH 89°59'57" EAST, 312.89 FEET; THENCE NORTH 39°39'10" EAST, 57.99 FEET; THENCE SOUTH 50°20'50" EAST, 5.63 FEET TO A POINT ON THE EAST LINE OF LOTS 29 AND 30; THENCE RUN SOUTH 00°49'51" EAST ALONG SAID EAST LINE, A DISTANCE OF 22.13 FEET; THENCE DEPARTING SAID EAST LINE, RUN THE FOLLOWING SIX (6) COURSES: SOUTH 39°39'10" WEST, 50.55 FEET; THENCE NORTH 89°59'57" WEST, 569.97 FEET; THENCE NORTH 33°56'09" WEST, 69.95 FEET; THENCE NORTH 56°03'51" EAST, 20.00 FEET; THENCE SOUTH 33°56'09" EAST, 59.30 FEET; THENCE SOUTH 89°59'57" EAST, 237.03 FEET TO THE **POINT OF BEGINNING**;

SAID EASEMENT BEING CENTERED ON THE INSTALLED STORM DRAINAGE RUNS FROM PERIMETER SWALES TO THE RETENTION POND, LYING 10.00 EITHER SIDE, AND CONTAINING 0.31 ACRES, MORE OR LESS, OF LAND.

SURVEYOR'S LEGEND	
PSM	PROFESSIONAL SURVEYOR & MAPPER
LS	LICENSED SURVEYOR
LB	LICENSED BUSINESS
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
MB	MAP BOOK
PG	PAGE
INS	INSTRUMENT
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
POT	POINT OF TERMINATION
R/W	RIGHT-OF-WAY
SEC	SECTION
TWN	TOWNSHIP
RNG	RANGE
XXXX/XXXX	BOOK / PAGE
<hr/>	
SUBJECT BOUNDARY	
<hr/>	
ADJACENT BOUNDARY	
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RIGHT-OF-WAY LINE	
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SECTION LINWORK	

THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ORGANIZATION(S) IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST BE EMBOSSED WITH THE SEAL OF A REGISTERED SURVEYOR EMPLOYED BY THIS FIRM.

CITY OF DELAND



WHITE POINT
SURVEYING AND MAPPING
LICENSED BUSINESS
LB8700

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- SURVEYOR'S LEGEND**
1. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
 2. THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.
 3. THE SURVEYED LANDS MAY BE SUBJECT TO JURISDICTIONAL ENTITIES.
 4. SYMBOLS DEPICTED HEREON DO NOT REFLECT ACTUAL SIZE. PUBLISHED DIMENSIONS PRECEDE MAP SCALING.
 5. ATTENTION IS DIRECTED TO THE FACT THAT THIS MAP MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
 6. THIS SKETCH & LEGAL DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY, AS SUCH.
 7. UNLESS OTHERWISE STATED, THE LEGAL DESCRIPTION STATED HEREON WAS PREPARED BY THE SURVEYOR AT THE OWNER'S REQUEST.
 8. THE BASIS OF BEARING FOR THIS SKETCH & DESCRIPTION IS S00°49'51"E ALONG THE EAST LINE OF THE PLAT, PER THE APPROVED CONSTRUCTION PLANS.

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS REQUIRED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND SEAL, EITHER DIGITAL OR PHYSICAL, PRESENT.



NATHAN B WHITE PSM LS7669
WHITE POINT SURVEY LB8700

