



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
APRIL 7, 2025 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. City of DeLand, Super Star Students of the Month.
2. Citrus Grove Elementary, Art in Public Places.
3. Proclamation, Water Conservation Month.
4. Resolution No. 2025-24, Honoring the Retirement of Randolph James Brown.
5. Employee Years of Service Awards.
6. Presentation re New Zoning Map.

CONSENT AGENDA

1. Consideration re Utility Service Agreement for International Speedway Water Main Extension.
Staff recommends that the City Commission approve the Utility Service Agreement for International Speedway Water Main Extension in DeLand for a commercial project.
2. Resolution Approving Sole Source Purchase, Accela Subscription Renewal For FY 2025-2030.
Staff recommends the City Commission approve the renewal of the Subscription Service Agreement with Accela, Inc. for the five-year total amount \$905,589.30
3. Consideration re Ground Lease Termination, Rinos Properties LLC, Located at 1983 Eidson Road.
Rinos Properties, LLC, an established ground lease tenant located at 1983 Eidson Road, wishes to terminate their current ground lease agreement as part of its sale to a new owner. The Tenant is selling its leasehold interest and site improvements on the premises to DF Eidson, LLC.
4. Consideration re New Ground Lease Agreement, DF Eidson, LLC, Located at 1983 Eidson Drive.
Consideration re New Ground Lease Agreement, DF Eidson, LLC.

5. Consideration re Acceptance of the Stormwater Easement – School Board of Volusia County, Located at Edith Starke Elementary School.

Staff recommends that the City Commission accept the Grant of Utility Easement to the City of DeLand from the School Board of Volusia County.

6. Consideration re Task Order Assignment, Downtown Relief Lift Station Design.

Staff recommends the City Commission authorize Mead & Hunt Engineering to perform professional services outlined in Task Order Proposal dated 3/12/2025 for the total amount of \$279,352.20.

7. Consideration re Amendment No.3 for the Wiley M. Nash WRF Upgrades and Improvements Project.

Staff recommends that the City Commission approve Amendment No. 3, adding Exhibit E attachment 8 to the Construction contract with Wharton-Smith.

8. Consideration re Change Order No. 1 to the Lift Station No. 79 Rehabilitation Project.

Staff recommends that the City Commission approve Change Order No. 1 in the amount of \$22,071.89.

9. Consideration re Award of Bid for Spec Martin Stadium Drainage Improvements.

Staff recommends that the City Commission award JBI Contractors, LLC to perform Spec Martin Drainage Improvements project in the amount of \$856,058.81.

10. Resolution Approving the Support of Preservation Tax Exempt Municipal Bonds.

Resolution supporting the preservation of tax-exempt municipal bonds.

11. Consideration re Acceptance of Right-of-Way on McDonald Avenue.

Consideration of acceptance of right-of-way conveyance to the City.

12. Consideration re Approval of Minutes.

It is recommended that the City Commission approve the following minutes: City Commission Regular Meeting October 02, 2023, City Commission Regular Meeting October 16, 2023, City Commission Regular Meeting November 06, 2023. CRA Meeting November 20, 2023, City Commission Regular Meeting November 20, 2023.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

OLD BUSINESS

1. Second Reading of an Ordinance No. 2025-04, Amending Chapter 7 - Building and Housing Codes of the Code of Ordinances.

A comprehensive update to Chapter 7 Building and Housing Codes of the City's Codes and Ordinances.

2. Second Reading of an Ordinance No. 2025-05, Repealing Chapter - 9 Construction Industry Licensing, Repealing Chapter 25 - Plumbing and Amending Chapter 10 - Electricity of the Code of Ordinances.

Second Reading of an Ordinance Repealing Chapter - 9 Construction Industry Licensing, Repealing Chapter 25 - Plumbing and Amending Chapter 10 - Electricity of the Code of Ordinances.

NEW BUSINESS

1. First Reading of Ordinance Abandoning 0.198 Acres of Right-of-Way of Church Street, North of Lots 1-7 of the Delmay Subdivision Plat (Cont'd from March 17, 2025).

First Reading of Ordinance Abandoning 0.198 Acres of Right-of-way of Church Street, North of Lots 1-7 of the Delmay Subdivision Plat.

2. Resolution Approving the Demolition of a Commercial Building Built Prior to 1950, Located at 1619 Parade Circle.

It is recommended that the City Commission approve the demolition of the structure.

3. Consideration re Request to Purchase Meridian Rapid Defense Barrier System.

City staff is requesting the purchase of the Meridian Rapid Defense barrier system to be deployed at all major events throughout the city.

4. Consideration re Request to Purchase Additional Bollards for East and West Indiana Avenue Along with the Repositioning of Bollards on West Georgia Avenue.

City staff is requesting the approval of the City Commission to move forward with procuring bollards for East and West Indiana Avenue along with the repositioning of bollards on West Georgia Avenue.

5. Consideration re Contract with Inspire Placemaking Collective, Inc. for Consulting Services Associated with the LDR Update.

Consideration of a contract with Inspire Placemaking Collective, Inc for consulting services associated with the LDR update.

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.



TO: Julia Hewitt, Deputy City Clerk

FROM: Teri Byrnes, Executive Assistant to the City Manager

DATE: April 2, 2025

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

For the April 7, 2025 agenda, the City of DeLand Super Star Student of the Month recognizes:

Blue Lake Elementary: Sebastiana Santiago-Canas

Chisholm Community Center After School Program: Christopher Smith

Citrus Grove Elementary: Rhett Sowell

DeLand High School: Adalyn Foster

DeLand Middle School: No Submission

DeLand PAL: Mekayla Hyatt & Mekhi Hyatt

DeLand Police Cadet: No Submission

DeLand Preparatory Academy: No Submission

Freedom Elementary: Aryan Rahman

George Marks Elementary: Joel Chavara

Southwestern Middle School: Benjamin Rooney

St. Barnabas: Paxton Rinyu

St. Peter's Catholic School: Elle DeMarsh

Starke Elementary: Gianali Acevedo

Stetson Baptist: Claire Kingery

TOP Academy: No Submission

Woodward Avenue: Maverick Gibson



CERTIFICATE OF PARTICIPATION

PRESENTED TO

ZOE ESMERALDO

FROM CITRUS GROVE ELEMENTARY SCHOOL PARTICIPATED IN
THE CITY'S ART IN PUBLIC PLACES PROGRAM

Mayor Christopher M. Cloudman

Michael P. Pleus, City Manager



CERTIFICATE OF PARTICIPATION

PRESENTED TO

JOANNA ALLEYN

FROM CITRUS GROVE ELEMENTARY SCHOOL PARTICIPATED IN
THE CITY'S ART IN PUBLIC PLACES PROGRAM

Mayor Christopher M. Cloudman

Michael P. Pleus, City Manager



CERTIFICATE OF PARTICIPATION

PRESENTED TO

EMILYNE CAMERON

FROM CITRUS GROVE ELEMENTARY SCHOOL PARTICIPATED IN
THE CITY'S ART IN PUBLIC PLACES PROGRAM

.....
Mayor Christopher M. Cloudman

.....
Michael P. Pleus, City Manager



CERTIFICATE OF PARTICIPATION

PRESENTED TO

ETHAN GODWIN

FROM CITRUS GROVE ELEMENTARY SCHOOL PARTICIPATED IN
THE CITY'S ART IN PUBLIC PLACES PROGRAM

Mayor Christopher M. Cloudman

Michael P. Pleus, City Manager



CERTIFICATE OF PARTICIPATION

PRESENTED TO

LORELAI PRESCOTT

FROM CITRUS GROVE ELEMENTARY SCHOOL PARTICIPATED IN
THE CITY'S ART IN PUBLIC PLACES PROGRAM

.....
Mayor Christopher M. Cloudman

.....
Michael P. Pleus, City Manager



CERTIFICATE OF PARTICIPATION

PRESENTED TO

ELOUISE PERYEA

FROM CITRUS GROVE ELEMENTARY SCHOOL PARTICIPATED IN
THE CITY'S ART IN PUBLIC PLACES PROGRAM

Mayor Christopher M. Cloudman

Michael P. Pleus, City Manager



CERTIFICATE OF PARTICIPATION

PRESENTED TO

ALYSON PERYEYEA

FROM CITRUS GROVE ELEMENTARY SCHOOL PARTICIPATED IN
THE CITY'S ART IN PUBLIC PLACES PROGRAM

.....
Mayor Christopher M. Cloudman

.....
Michael P. Pleus, City Manager



CERTIFICATE OF PARTICIPATION

PRESENTED TO

SAGE CREASEY

FROM CITRUS GROVE ELEMENTARY SCHOOL PARTICIPATED IN
THE CITY'S ART IN PUBLIC PLACES PROGRAM

.....
Mayor Christopher M. Cloudman

.....
Michael P. Pleus, City Manager



CERTIFICATE OF PARTICIPATION

PRESENTED TO

ANAIYAH GEBEOR

FROM CITRUS GROVE ELEMENTARY SCHOOL PARTICIPATED IN
THE CITY'S ART IN PUBLIC PLACES PROGRAM

Mayor Christopher M. Cloudman

Michael P. Pleus, City Manager



CERTIFICATE OF PARTICIPATION

PRESENTED TO

VICTORIA BEASLEY

FROM CITRUS GROVE ELEMENTARY SCHOOL PARTICIPATED IN
THE CITY'S ART IN PUBLIC PLACES PROGRAM

Mayor Christopher M. Cloudman

Michael P. Pleus, City Manager



CERTIFICATE OF PARTICIPATION

PRESENTED TO

BARRETT REESE

FROM CITRUS GROVE ELEMENTARY SCHOOL PARTICIPATED IN
THE CITY'S ART IN PUBLIC PLACES PROGRAM

Mayor Christopher M. Cloudman

Michael P. Pleus, City Manager



CERTIFICATE OF PARTICIPATION

PRESENTED TO

PENELOPE LITTLES

FROM CITRUS GROVE ELEMENTARY SCHOOL PARTICIPATED IN
THE CITY'S ART IN PUBLIC PLACES PROGRAM

.....
Mayor Christopher M. Cloudman

.....
Michael P. Pleus, City Manager



CERTIFICATE OF PARTICIPATION

PRESENTED TO

MASON RAMOS

FROM CITRUS GROVE ELEMENTARY SCHOOL PARTICIPATED IN
THE CITY'S ART IN PUBLIC PLACES PROGRAM

Mayor Christopher M. Cloudman

Michael P. Pleus, City Manager



CERTIFICATE OF PARTICIPATION

PRESENTED TO

VINCENT WONDER

FROM CITRUS GROVE ELEMENTARY SCHOOL PARTICIPATED IN
THE CITY'S ART IN PUBLIC PLACES PROGRAM

Mayor Christopher M. Cloudman

Michael P. Pleus, City Manager



CERTIFICATE OF PARTICIPATION

PRESENTED TO

NIAH BALLESTEROS

FROM CITRUS GROVE ELEMENTARY SCHOOL PARTICIPATED IN
THE CITY'S ART IN PUBLIC PLACES PROGRAM

Mayor Christopher M. Cloudman

Michael P. Pleus, City Manager



CERTIFICATE OF PARTICIPATION

PRESENTED TO

JAXON PAPPAS

FROM CITRUS GROVE ELEMENTARY SCHOOL PARTICIPATED IN
THE CITY'S ART IN PUBLIC PLACES PROGRAM

Mayor Christopher M. Cloudman

Michael P. Pleus, City Manager



CERTIFICATE OF PARTICIPATION

PRESENTED TO

SOPHIA PAEZ

FROM CITRUS GROVE ELEMENTARY SCHOOL PARTICIPATED IN
THE CITY'S ART IN PUBLIC PLACES PROGRAM

Mayor Christopher M. Cloudman

Michael P. Pleus, City Manager



CERTIFICATE OF PARTICIPATION

PRESENTED TO

SIERRA GODWIN

FROM CITRUS GROVE ELEMENTARY SCHOOL PARTICIPATED IN
THE CITY'S ART IN PUBLIC PLACES PROGRAM

Mayor Christopher M. Cloudman

Michael P. Pleus, City Manager



CERTIFICATE OF PARTICIPATION

PRESENTED TO

SYDNEY BEACH

FROM CITRUS GROVE ELEMENTARY SCHOOL PARTICIPATED IN
THE CITY'S ART IN PUBLIC PLACES PROGRAM

Mayor Christopher M. Cloudman

Michael P. Pleus, City Manager



CERTIFICATE OF PARTICIPATION

PRESENTED TO

LORAH RODRIGUEZ COLON

FROM CITRUS GROVE ELEMENTARY SCHOOL PARTICIPATED IN
THE CITY'S ART IN PUBLIC PLACES PROGRAM

Mayor Christopher M. Cloudman

Michael P. Pleus, City Manager



The CITY OF DELAND

Volusia County, Florida

Proclamation

Whereas, water is a basic and essential need of every living creature; and

Whereas, The State of Florida, Water Management Districts and DeLand are working together to increase awareness about the importance of water conservation; and

*Whereas, DeLand and The State of Florida has designated April, typically a dry month when water demands are most acute, **Florida's Water Conservation Month**, to educate citizens about how they can help save Florida's precious water resources; and*

Whereas, DeLand has always encouraged and supported water conservation, through various educational programs and special events; and

Whereas, every business, industry, school and citizen can make a difference when it comes to conserving water; and

Whereas, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community.

Now, therefore, I, Christopher M. Cloudman, Mayor of the City of DeLand, do hereby proclaim, April 2025 as:

Water Conservation Month

in the City of DeLand and urge all citizens and businesses of DeLand to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

Done and proclaimed this 7th day of April 2025.

Christopher M. Cloudman, Mayor

Attest:

Julia Hennessy, City Clerk - Auditor



The CITY OF DELAND

Volusia County, Florida

RESOLUTION NO. 2025 - 24

A RESOLUTION OF APPRECIATION AND RECOGNITION BY THE CITY COMMISSION OF THE CITY OF DELAND, FLORIDA, TO RANDOLPH JAMES BROWN UPON HIS RETIREMENT AFTER TWENTY-FIVE YEARS OF SERVICE TO THE CITY OF DELAND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, upon the occasion of Randy Brown's retirement from the City of DeLand effective April 1, 2025, this Resolution is awarded as a testimonial of his loyal and dedicated service to the City of DeLand for the past twenty-five years; and

WHEREAS, Randy began his employment with the City of DeLand on March 27, 2000 as a Maintenance Worker II for the Public Works Department - Streets; he was promoted to Meter Reader for the Finance Department July 24, 2000, Transferred back to Public Works-Stormwater as a Maintenance Worker II in January 10, 2005, Transferred to the Airport as a Maintenance Worker II on April 5, 2014, Position change from Maintenance Worker II to Airport Operations Technician II on September 26, 2020 and Career progression from Airport Operations Technician II to his final position of Airport Operations Technician III on September 21, 2024 where he served until his retirement; and

WHEREAS, throughout his career, Randy has demonstrated the ability to adapt and navigate the evolutions of Airport Operations, and has shown a willingness to help others and champion their causes, thereby becoming a trusted Airport employee; and

WHEREAS, Randy was key in the selection, implementation and support of our current Airport maintenance program and in the training of co-workers in their duties before his departure.

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

Section 1. That the City Commission of the City of DeLand does hereby honor Randy Brown for his 25 years of service to the City and for the faithful, diligent and responsible manner in which he performed his duties.

Section 2. This resolution shall be spread upon the minutes of the City Commission of the City of DeLand as part of the permanent memento of the City's thanks and appreciation to Randy Brown.

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

PASSED AND DULY ADOPTED this 7th day of April 2025.

Christopher M. Cloudman
Mayor - Commissioner

Attest:

Julie Hewitt, Interim City Clerk

CITY OF DELAND
Request for Commission Action
April 7, 2025

SUBJECT: Employee Years of Service Awards.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, March 31, 2025

SUMMARY/HIGHLIGHT:

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

25 Years of Service

Randy Brown, Airport Department

Michael Pleus, City Manager

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended the City Commission present the service awards.

BACKGROUND/DISCUSSION:

N/A

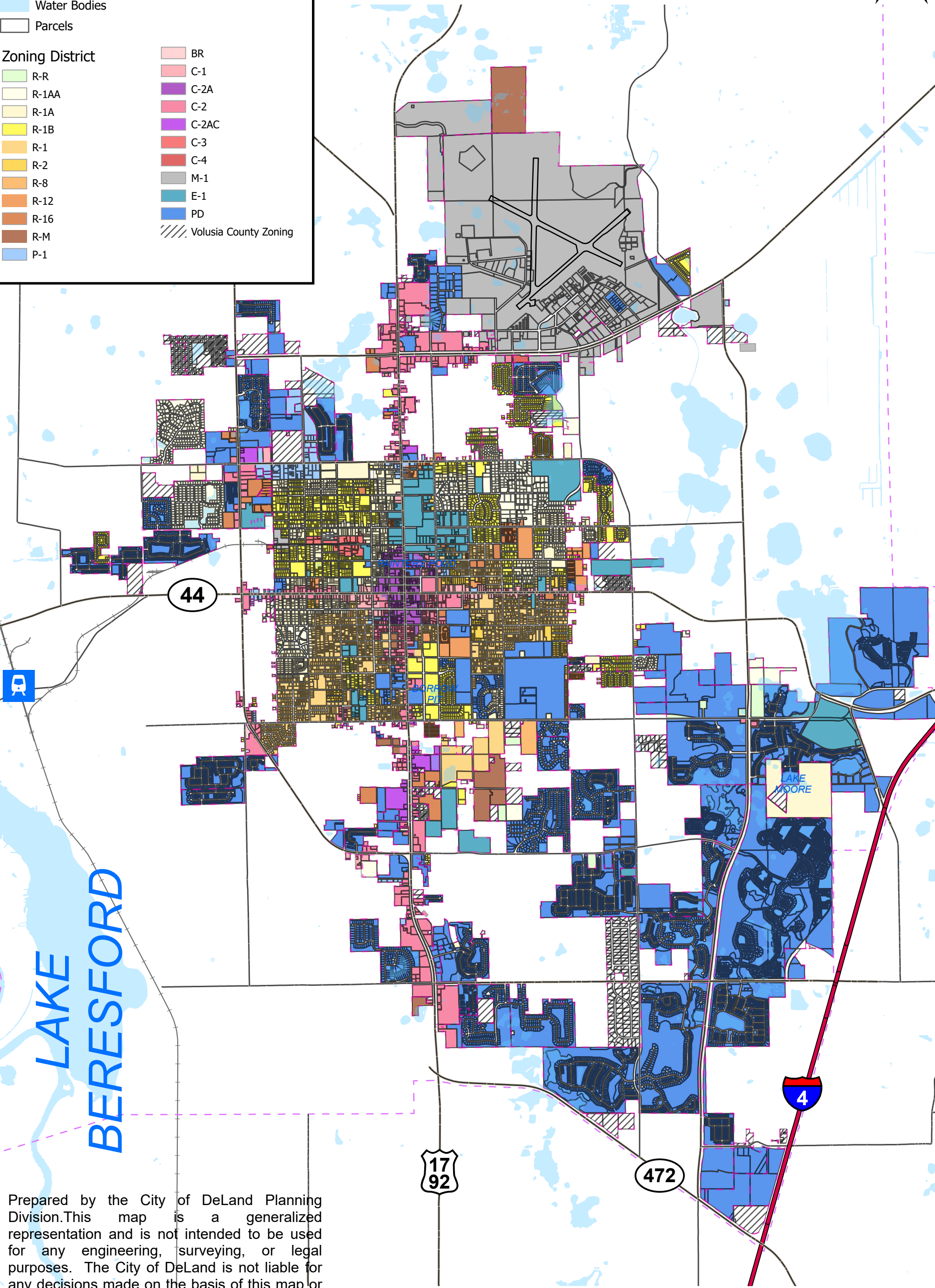
Legend

- DeLand Sunrail Station
- RailRoad
- Utility Service Area
- City Limits
- Water Bodies
- Parcels

Zoning District

- | | |
|-------|-----------------------|
| R-R | BR |
| R-1AA | C-1 |
| R-1A | C-2A |
| R-1B | C-2 |
| R-1 | C-2AC |
| R-2 | C-3 |
| R-8 | C-4 |
| R-12 | M-1 |
| R-16 | E-1 |
| R-M | PD |
| P-1 | Volusia County Zoning |

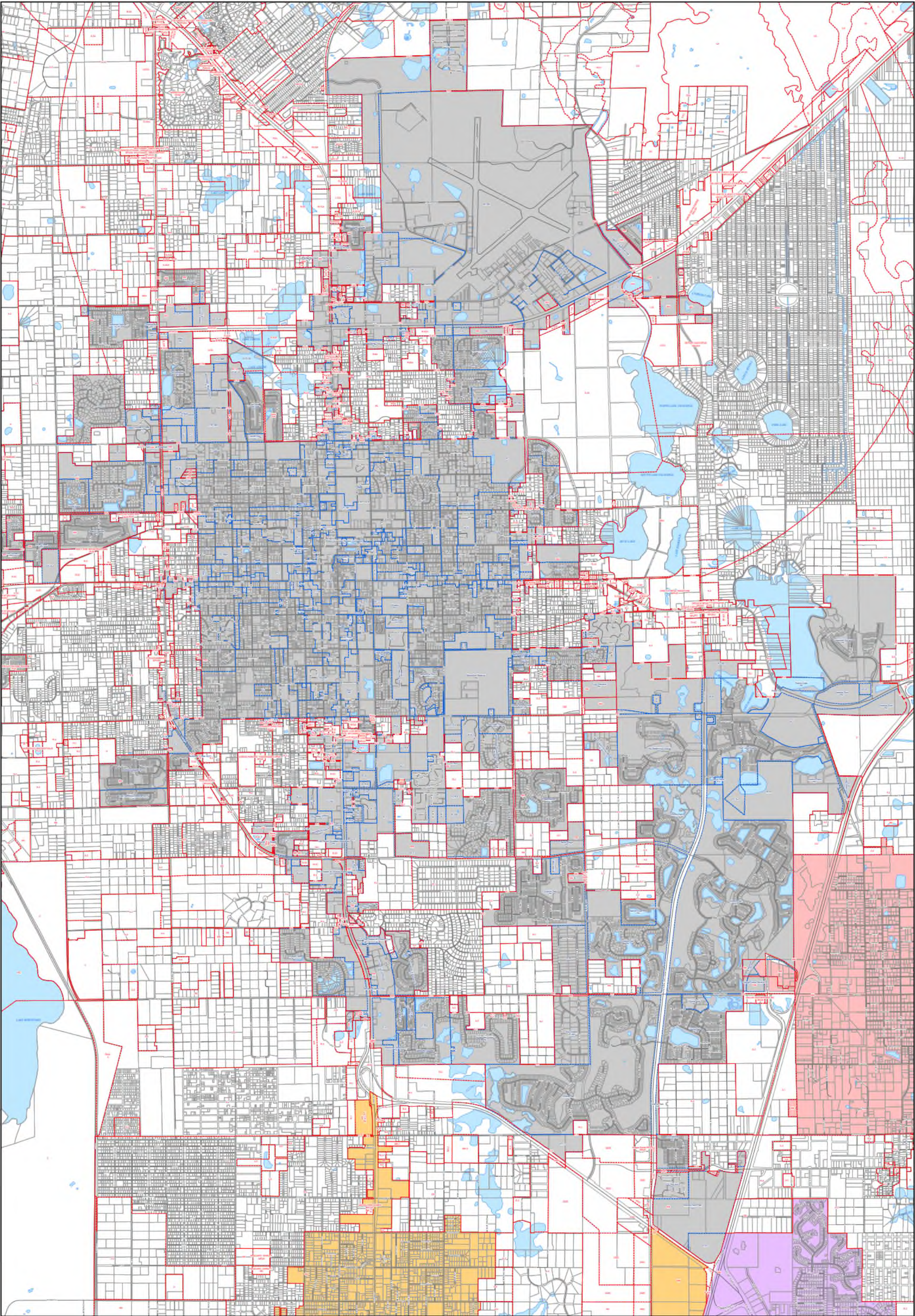
City of DeLand Zoning Map



Prepared by the City of DeLand Planning Division. This map is a generalized representation and is not intended to be used for any engineering, surveying, or legal purposes. The City of DeLand is not liable for any decisions made on the basis of this map or on the information contained within the map. To verify the zoning of a property, please contact the City of DeLand Planning Division.

0 0.5 1 2 Miles

April 2025
Page 29 of 406



Source: County of Volusia GIS
City of DeLand Planning Dept.
Prepared by the City of DeLand Planning Department. This map is a generalized representation and is not intended to be used for any engineering, surveying, or legal purposes. The City of DeLand is not liable for any decisions made on the basis of this map or on the information contained within the map. To verify the zoning of a property, please call the City of DeLand Planning Department.
Current as of September 27, 2024

City of DeLand Address & Zoning Map

Zoning Districts

- | | |
|--|--|
| VC VOLUSIA ZONING (Refer to County Zoning Ordinance) | R-M RESIDENTIAL MOBILE HOME DISTRICT |
| R-R RURAL RESIDENTIAL DISTRICT | P-1 PROFESSIONAL RESIDENTIAL DISTRICT |
| R-1A1 SUBURBAN SINGLE FAMILY RESIDENTIAL DISTRICT | E-1 EDUCATIONAL DISTRICT |
| R-1A SINGLE FAMILY DWELLING DISTRICT | C-1 LIMITED NEIGHBORHOOD COMMERCIAL DISTRICT |
| R-1B SINGLE FAMILY DWELLING DISTRICT | C-2 GENERAL COMMERCIAL DISTRICT |
| R-1C SINGLE FAMILY DWELLING DISTRICT | C-2A DOWNTOWN COMMERCIAL DISTRICT |
| R-1 SINGLE FAMILY DWELLING DISTRICT | C-2AC COMMERCIAL ACTIVITY CORE ZONING CATEGORY |
| R-2 TWO-FAMILY DWELLING DISTRICT | C-3 RAILSPUR COMMERCIAL DISTRICT |
| R-4 MULTIPLE FAMILY DWELLING DISTRICT | C-4 WHOLESALE COMMERCIAL DISTRICT |
| R-12 MULTIPLE FAMILY DWELLING DISTRICT | M-1 INDUSTRIAL DISTRICT |
| R-16 MULTIPLE FAMILY DWELLING DISTRICT | BR BUSINESS RETAIL |

Legend

Streets	Cities:
City Zoning	DeLand
County Zoning	Lake Helen
Parcel Lines	Orange City
Map Index Grid	Deltona

North Arrow

Scale

1:12,000

0 1,000 2,000 4,000 Feet

CITY OF DELAND
Request for Commission Action
April 7, 2025

SUBJECT: Consideration re Utility Service Agreement for International Speedway Water Main Extension.

DEPARTMENT: Utilities

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

ATTACHMENTS: Utility Service Agreement

APPROVED BY: Michael Pleus, City Manager, April 1, 2025

SUMMARY/HIGHLIGHT:

The International Speedway Water Main Extension in DeLand is for a commercial future project that will be located at 810 West International Speedway Boulevard in DeLand. The proposed commercial project will provide for a driveway entrance and a fire hydrant protection for parked storage at this time per Volusia County requirement. 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 impact fees and ongoing utility revenue from the commercial project meter once constructed.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached Utility Service Agreement for International Speedway Water Main Extension in Deland for a commercial project.

BACKGROUND/DISCUSSION:

This agreement is not what you would typically see for a more project-related site. It just provides for a water main extension east from Stone Street on International Speedway Boulevard to a paved driveway on the north side of the road. Fire hydrant protection requirement per approval by Volusia County for its temporary uses. This document will provide for ownership of the water main by the City Utilities Department once built and completed.

**UTILITY SERVICE AGREEMENT
FOR
INTERNATIONAL SPEEDWAY WATER MAIN EXTENSION**

THIS AGREEMENT is entered into this 19th day of March, 2025, between the City of DeLand (City) and, Pine Blossom Farms, LLC (Developer) regarding utility service for the, International Speedway Water Main Extension 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 810 W International Speedway Blvd, DeLand, FL and described as:

**TAX PARCEL NUMBER AND LEGAL DESCRIPTION
700503000110**

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF INTERNATIONAL SPEEDWAY BOULEVARD, 200 FOOT RIGHT-OF-WAY, SAID POINT ALSO BEING AT THE END OF THE WESTERLY LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 6796 PAGES 1887 THROUGH 1890 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE LEAVING SAID POINT OF BEGINNING AND RUNNING ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID INTERNATIONAL SPEEDWAY BOULEVARD N 88°59'22" E 663.80 FEET TO THE BEGINNING OF THE NORTHEASTERLY LINE OF THE PROPERTY DESCRIBED IN SAID DEED; THENCE RUNNING ALONG SAID NORTHEASTERLY LINE S 01°30'38" E 282.48 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PROPERTY; THENCE RUNNING ALONG A PART OF SAID NORTHERLY LINE N 88°35'05" E 106.95 FEET; THENCE LEAVING SAID NORTHERLY PROPERTY LINE AND RUNNING THROUGH SAID PROPERTY FOR TWO NEW LINES OF DIVISION, 1) S 01°08'40" E 92.49 FEET, 2) S 88°51'20" EAST 770.07 FEET TO A POINT ON THE WESTERLY LINE OF SAID PROPERTY; THENCE RUNNING ALONG A PART OF SAID WESTERLY LINE N 01°31'26" W 376.02 FEET TO THE POINT OF BEGINNING.

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, and other facilities which may be required on and off Developer's property to provide the buildings and occupants with water 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:

- An 8" water main extension, one 8" X 8 X 8" stainless steel tapping sleeve with an 8" gate valve on existing 8" water main, one fire hydrant assembly, one 8" X 8" X 6" tee, and approximately 375 LF +/- of 8" PVC or HDPE piping.
- All connections to City facilities shall be made at Developer's expense. All water and reuse meters 2" and smaller 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 that are not dedicated or transferred to the city.

Section 8. Evidence of conveyance of facilities. By this Agreement Developer hereby transfers to the City the title to the water 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 system improvements to be installed under this agreement. The City shall render assistance to the Developer in obtaining these approvals, licenses and permits.

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

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

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

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

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.

PINE BLOSSOM FARMS, LLC

[Signature]
Name: James Skinner
Title: Owner / Manager

ATTEST:

[Signature]
Name: Claudia M. McPhail
Secretary
[Signature]
Witness

[Signature]
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 _____, 2025 by Christopher M. Cloudman, Mayor-Commissioner of the City of DeLand, Florida who is ☐ personally known to me or ☐ who has produced, _____ as identification

CITY OF DELAND

Christopher M. Cloudman
Mayor

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Witness

Witness

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 19th day of March, 2025 by James Skinner, the manager of Pine Blossom Farms, LLC who is ☐ personally known to me or ☐ who has produced, _____ as identification.



[Signature]
Notary Public - State of Florida

Name: Claudia M. McPhail
My Commission expires: 05.05.2025

CITY OF DELAND
Request for Commission Action
April 7, 2025

SUBJECT: Resolution Approving Sole Source Purchase, Accela Subscription Renewal For FY 2025-2030.

DEPARTMENT: Information Technology

PREPARED BY: Leslie Kirkpatrick, IT Admin

ATTACHMENTS: Resolution, AccelaLandManagement_Yr1- SaaS 5 years 5.9.25-5.8.30, Accela-SoleSourceLetter

APPROVED BY: Michael Pleus, City Manager, April 1, 2025

SUMMARY/HIGHLIGHT:

Accela is a sole source provider and maintenance support for the Land Management Permitting software modules they have developed. The software has been used for automating the permitting process in Community Development since 2017. Included in the FY 24/25 are funds for the subscription costs. Attached is a new 5-year subscription contract with Accela.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The total for a 5 year annual subscription contract is \$905,589.30. The breakout by year is as follows.

Period Net Total Year 1 (24/25)	\$ 163,888.84
Year 2 (25/26)	\$ 172,083.28
Year 3 (26/27)	\$ 180,687.45
Year 4 (27/28)	\$ 189,721.82
Year 5 (28/29)	\$ 199,207.91

The contract renews annually in May and the annual payment is due at that time. The FY24/25 budget includes \$170,000 for the Accela Land Management software and support, which is sufficient for year one subscription and maintenance.

RECOMMENDATION:

Staff recommends the City Commission approve the new Accela Subscription Service Agreement for five years.

BACKGROUND/DISCUSSION:

In April of 2017 City Commission approved a contract between The City and Accela Inc. for a cloud-based land management software for automating the permit process for Community Development.

RESOLUTION NO. 2025 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
APPROVING THE SOLE SOURCE PURCHASE OF THE SUBSCRIPTION
RENEWAL AGREEMENT FOR LAND MANAGEMENT PERMITTING
SOFTWARE FROM ACCELA; PROVIDING FOR SEVERABILITY AND
AN EFFECTIVE DATE.**

WHEREAS, Since, 2017, Accela has provided software to the City of DeLand for automating the permitting process within Community Development; and

WHEREAS, Accela is the sole source provider and maintenance support for the Land Management Permitting software modules for all Accela software products licensed by the City of DeLand; and

WHEREAS, the Information Technology (I.T.) Director has informed the City Commission that Accela is the sole source provider of the modules for the Land Management Permitting software.

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

Section 1. The Commission hereby authorizes the sole source purchase of the Subscription Renewal Agreement for Land Management Permitting Software from Accella.

Section 2. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the remaining parts of this Resolution.

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

PASSED AND DULY ADOPTED this 7th day of April, 2025.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney



9110 Alcosta Blvd, Suite H #3030
San Ramon, CA, 94583

Proposed by: Kristine Nelson
Contact Phone: 212.430.4767
Contact Email: knelson@accela.com
Quote ID: Q-35373
Valid Through: 3/9/2025
Currency: USD

Quote

Address Information

Bill To:

City of DeLand, FL
120 South Florida Ave.
DeLand, Florida 32720
United States

Ship To:

City of DeLand, FL
120 South Florida Ave.
DeLand, Florida 32720
United States

Billing Name: Greg Whidden
Billing Phone: 386-626-7088
Billing Email: whiddeng@deland.org

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Civic Platform - Subscription User - Existing Users	Year 1	5/9/2025	5/8/2026	12	\$2,410.13	68	\$163,888.84
Accela Citizen Access - Subscription Population	Year 1	5/9/2025	5/8/2026	12	\$0.00	1	\$0.00
TOTAL:							\$163,888.84

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Civic Platform - Subscription User - Existing Users	Year 2	5/9/2026	5/8/2027	12	\$2,530.64	68	\$172,083.28
Accela Citizen Access - Subscription Population	Year 2	5/9/2026	5/8/2027	12	\$0.00	1	\$0.00
TOTAL:							\$172,083.28

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Civic Platform - Subscription User - Existing Users	Year 3	5/9/2027	5/8/2028	12	\$2,657.17	68	\$180,687.45

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Citizen Access - Subscription Population	Year 3	5/9/2027	5/8/2028	12	\$0.00	1	\$0.00
TOTAL:							\$180,687.45

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Civic Platform - Subscription User - Existing Users	Year 4	5/9/2028	5/8/2029	12	\$2,790.03	68	\$189,721.82
Accela Citizen Access - Subscription Population	Year 4	5/9/2028	5/8/2029	12	\$0.00	1	\$0.00
TOTAL:							\$189,721.82

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Civic Platform - Subscription User - Existing Users	Year 5	5/9/2029	5/8/2030	12	\$2,929.53	68	\$199,207.91
Accela Citizen Access - Subscription Population	Year 5	5/9/2029	5/8/2030	12	\$0.00	1	\$0.00
TOTAL:							\$199,207.91

Pricing Summary

Period	Net Total
Year 1	\$ 163,888.84
Year 2	\$ 172,083.28
Year 3	\$ 180,687.45
Year 4	\$ 189,721.82
Year 5	\$ 199,207.91
Total	\$ 905,589.30



April 11, 2023

Ms. Jessica Gray
City of DeLand
120 S. Florida Avenue
DeLand, FL

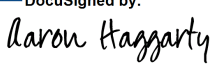
Re: Sole Source Status

Dear Ms.Gray:

Please allow me to offer the following information to clarify the source status of Accela, Inc.'s ("Accela") products and services. Accela, as owner and software manufacturer of Accela software products and services, is the sole source provider of technical support and maintenance for all Accela software products and services licensed to The City of DeLand, Florida, including Accela Civic Platform and Accela Citizen Access. No third-party vendor, company, or entity is authorized to develop new features for, provide development services for, or to maintain these products and services.

If you have any questions or concerns, please contact Madina Sharifi via email at msharifi@accela.com.

Sincerely,

DocuSigned by:

A04499D928344D8...

Aaron Haggarty

Chief Legal Officer
Secretary

CITY OF DELAND
Request for Commission Action
April 7, 2025

SUBJECT: Consideration re Ground Lease Termination, Rinos Properties LLC, Located at 1983 Eidson Road.

DEPARTMENT: Community Development

PREPARED BY: Nick Conte, Economic Dev. Manager

ATTACHMENTS: Lease Termination, 05-07-07 Rinos, 03-17-08 First Amendment

APPROVED BY: Michael Pleus, City Manager, April 1, 2025

SUMMARY/HIGHLIGHT:

Rinos Properties, LLC, an established ground lease tenant located at 1983 Eidson Road, wishes to terminate their current ground lease agreement as part of its sale to a new owner. The Tenant is selling its leasehold interest and site improvements on the premises to DF Eidson, LLC.

There is a companion RCA associated with a request for the approval of a ground lease agreement with DF Eidson, LLC for the same rate as the current rate.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

NA

FISCAL IMPACT:

Rinos Properties LLC, Inc. has a current lease at an annual rent of \$28,733.76 or \$2,394.48 per month, subject to payment of applicable taxes and annual cost of living adjustments. This income will be replaced with a new tenant lease at the same rate.

RECOMMENDATION:

Staff recommends approval of the termination of ground lease.

BACKGROUND/DISCUSSION:

Rinos Properties, LLC, an established ground lease tenant since May 2007 located at 1983 Eidson Road, wishes to terminate their current ground lease agreement as part of its sale to a new owner.

LEASE TERMINATION AGREEMENT

THIS AGREEMENT is made and entered into as of the 7th day of April, 2025 by and between the **CITY OF DELAND**, a Florida Municipal Corporation, (“Landlord”) and **RINOS PROPERTIES, LLC.**, a Florida limited liability company (“Tenant”).

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Ground Lease Agreement (the “Ground Lease”), dated May 7, 2007, as amended, for that certain 1.50 acre premises located at 1983 Eidson Drive, DeLand, Volusia County, Florida (the “Premises”); and

WHEREAS, Tenant is selling its leasehold interest in the Premises to a new tenant and Landlord has agreed to enter into a new ground lease for the Premises with the new tenant which will commence immediately upon this Agreement taking effect, it being the intent of the parties to replace the Ground lease with the aforementioned new lease; and

WHEREAS, Landlord and Tenant desire to terminate the Ground Lease prior to its stated expiration date and be relieved of their obligations thereunder, and Landlord is willing to terminate the Ground Lease on the terms and conditions of this Agreement and for the reasons aforesaid.

NOW THEREFORE, in consideration of the mutual terms and conditions herein contained, the parties hereby agree as follows:

1. Termination of Lease. The Ground Lease, which was recorded in Official Records Book 6241, Page 0956 and the First Amendment to the Ground Lease, which was recorded in Official Records Book 6241, Pg. 0974, of the Public Records of Volusia County, Florida, shall terminate effective as of April [REDACTED], 2025 (the “Termination Date”).

2. Rent Releases. Landlord hereby releases Tenant from the obligation to pay the balance of the rentals due under the Ground Lease which become due after April 30, 2025. All other obligations relating to the lease which would survive the expiration of the Lease by its terms shall remain in effect, including but not limited to liability for any environmental contamination.

3. Authority. Each party represents to the other that it has full power and authority to execute this Agreement.

4. Whole Agreement. The mutual obligations of the parties as provided herein are the sole consideration for this Agreement, and no representations, promises or inducements have been made by the parties other than as appear in this Agreement. This Agreement shall not be amended or modified except in writing signed by both parties.

5. Miscellaneous. The warranties, representations, agreements, and obligations contained in this Agreement shall survive the execution and delivery of this Agreement and shall survive any and all performances in accordance with this Agreement. This Agreement may be executed in any number of counterparts which together shall constitute the Agreement. This Agreement shall inure to the benefit of, and be binding upon, the heirs, successors and assigns of

the parties. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF DELAND, a Florida
Municipal Corporation

By: _____
Christopher M. Cloudman, Mayor
Mayor – Commissioner

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing was acknowledged before me before me by means of ☐ physical presence or ☐ online notarization, on this __ day of _____, 2025, by Christopher M. Cloudman, Mayor of the City of DeLand, who is personally known to me or who has/have produced _____ as identification.

NOTARY SEAL

Name:
Notary Public
Serial Number:
My Commission Expires:

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

TENANT:
RINOS PROPERTIES, LLC

By: _____
Jon Mirachi, MGRM

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing was acknowledged before me before me by means of ☐ physical presence or ☐ online notarization, on this __ day of _____, 2025, by Jon Mirachi, MGRM of Rinos Properties, LLC, who is personally known to me or who has/have produced _____ as identification.

NOTARY SEAL

Name:
Notary Public
Serial Number:
My Commission Expires:

GROUND LEASE AGREEMENT

The City of DeLand, a municipal corporation (hereinafter referred to as "Lessor"), and Rinos Properties, LLC, a Florida limited liability corporation, with its principal place of business at 1983 Eidson Drive, DeLand, FL 32724 (hereinafter referred to as "Lessee"), in consideration of the mutual terms and conditions of this Ground Lease Agreement (hereinafter referred to as the "Agreement"), dated this 7th day of May, 2007, hereby agree as follows:

Section 1. Property. Lessor hereby leases to Lessee 1.5 acres of land described in the attached Exhibit "A", which is located at 1983 Eidson Drive, DeLand Municipal Airport, Volusia County, Florida (hereinafter referred to as the "premises" or "leased premises"). Any use of the airport outside of the leased premises shall be in accordance with any fee schedules or other regulations, rules or policies adopted by Lessor.

Section 2. Term. This Lease shall be for a term of thirty (30) years, beginning June 1, 2007, and ending on May 31, 2037, unless sooner terminated as provided below.

Section 3. Purposes. The premises shall be used solely for the purpose of race car preparation and service as well as any other use permitted under the City of DeLand M1 zoning classification and for no other purpose whatsoever. Lessee shall make no unlawful, improper or offensive use of the premises.

Section 4. Renewals. So long as Lessee is completely current with its rent payments and is otherwise in full compliance with all of the terms, covenants and conditions of this Agreement, Lessee shall have the right and option to renew this lease, upon proper notice, for one (1) additional term of thirty (30) years under the same terms and conditions as the initial term of this lease, except as those terms and conditions may be modified in accordance with this Agreement. Written notice of Lessee's intention to renew shall be sent to Lessor not less than 90 days or more than 180 days prior to the expiration date of the initial term of this lease and any renewal of this lease.

Section 5. Rent. Lessee shall pay Lessor as base rent for the premises the sum of \$16,335 annually, payable in twelve (12) equal monthly installments of \$1,361.25, due in advance on the first day of each month. Rent will commence on the first day of the ninth month following approval by the St. Johns River Water Management District of Stormwater Permit #42-127-79909-1 and any extensions granted thereof, having been transferred to the City of DeLand, or March 1, 2008, whichever occurs first. All rent payments are subject to state and/or local sales' taxes at the rate or rates then in effect, which shall be due and payable at the same time as the rent installments. This base rent shall be modified as follows:

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

shall become effective for the following year beginning on the second anniversary date of this lease; provided, however, that in no event shall the annual rent payable by Lessee be less than the base rent reserved in the preceding paragraph of this Section; and provided further, however, that in no event shall any annual adjustment be less than 3% nor more than 6%.

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

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

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

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

Section 7. Security deposit. Lessee, contemporaneously with the execution of this Agreement, shall deposit with Lessor the sum of \$1,361.25, receipt of which is hereby acknowledged, as a security for the full and faithful performance by Lessee of all the terms, covenants and conditions of this Agreement upon Lessee's part to be performed, which sum shall

be returned to Lessee after Lessee has vacated the premises, provided always that Lessee has fully and faithfully carried out all of the terms, covenants and conditions as herein set forth. Lessor shall have the right, but not the obligation, to apply all or any part of said deposit to cure any default of Lessee, and if Lessor does so, Lessee shall, upon demand, deposit with Lessor the amount necessary so that Lessor shall at all times have on hand the full deposit during the term of this Agreement. Lessee's failure to pay to Lessor a sufficient amount to restore said security deposit to the original sum deposited within three (3) days after receipt of demand therefor shall constitute a breach of this Agreement. No interest shall be payable by Lessor to Lessee on account of such security deposit. Should Lessee comply with all the terms, covenants and conditions and promptly pay all of the rental installments as they become due and all other sums payable to Lessor by Lessee hereunder, the security deposit shall be returned in full to Lessee at the end of the term of this Agreement or any renewal thereof after Lessee has vacated the premises.

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

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

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

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

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

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

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

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

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

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

- A. All building, zoning, sign, airport development and fire protection regulations.
- B. All regulations and instructions regarding the disposal of sewage, garbage and industrial or hazardous wastes promulgated or enforced by any federal, state or local agency.
- C. All regulations requiring that Lessee obtain licenses or permits for its activities on the leased premises.
- D. All regulations restricting the height of structures, natural growths or other obstructions on the leased premises promulgated by the Federal Aviation Administration (FAA).

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

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

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

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

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

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

E. The use of the premises for residential, labor camp or trailer court purposes.

F. The dumping, storage, disposal or incineration of junk, sewage, garbage or refuse.

G. The storage or repair of any motor vehicles, equipment or machinery not directly used by Lessee in the primary use of the premises.

H. Smelting, stockyards or large animal raising.

Section 19. Environmental matters.

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

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

maintained by the provisions of the Environmental Statutes. Lessee shall also provide promptly to Lessor copies of any correspondence, notice of violation, summons, order, complaint or other document received by Lessee pertaining to compliance with Environmental Statutes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 24. Liability insurance, indemnity and holdharmless. Lessee shall defend, indemnify and hold harmless Lessor from and against any and all liability, losses, damages, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions (including attorneys' fees), of whatsoever kind or nature arising out of or in any way related to the use, occupancy, management or control of the leased premises, or any act or omission of Lessee or its agents, servants, employees, independent contractors, customers, patrons or invitees, whether on the leased premises or elsewhere.

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

If the Lessee uses or stores any hazardous or toxic substances on the leased premises, then within ten (10) days of the beginning date of this Agreement, Lessee shall, at its own cost and expense, procure and maintain pollution liability and storage tank coverage from a company and in a form acceptable to Lessor, in its sole discretion, protecting and insuring Lessee and Lessor against any and all liability and costs of clean-up and remediation resulting from the storage, handling or

disposal of any hazardous or toxic substances, as those terms are commonly defined, or for any other liability relating to such hazardous or toxic substances, with coverage limits in the amount not less than \$1,000,000 for any one occurrence. The certificate shall list the City of DeLand as an additional insured, indicate the location of the leased property by street address, and provide at least 30 days advance written notice of cancellation or change of coverage to the City of DeLand.

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

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

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

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

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

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

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

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

D. Abandonment. If Lessee vacates or abandons the leased premises, or permits the premises to remain vacant or abandoned for a period of 30 days or more, regardless of whether

or not rent payments are current. However, Lessor may at its sole discretion consent in writing to the vacation of the premises for a longer period of time upon terms and conditions set by Lessor.

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

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

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

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

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

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

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

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

Section 32. Eminent domain. If all or any substantial part of the leased premises is taken by any paramount public authority under the power of eminent domain, then the term of this lease shall cease as to the part taken from the day the possession of that part is taken for any public purpose, and from that day Lessee shall have the right either to cancel this lease or to continue in possession of the remainder of the premises upon payment of an adjusted rent as provided in **Section 5** above.

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

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

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

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

Assistant City Manager
City of DeLand
120 South Florida Avenue
DeLand, Florida 32720

Jon Mirachi, Managing Member
Rinos Properties, LLC
1234 Heron Pointe Way
DeLand, Florida 32724

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

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

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

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

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

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

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

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

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

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

Section 45. Special terms and conditions.

- A. Lessee may reduce the leased premises by up to .5 acres by giving Lessor written notice of Lessee's request to reduce the area leased prior to July 1, 2007. Upon receipt of said notice, this Lease shall be amended to accommodate that reduction in size. Lessor and lessee agree that the reduction in this site shall be done only by calculation and reestablishment of that particular bearing in the lease description that is described as north 19 degrees 20 minutes 08 seconds east. That bearing may be adjusted only in a line parallel to that bearing that will reduce the site acreage as desired by lessee but in no case shall the ultimate site be less than 1.0 acres. If lessee exercises its option to reduce the size of said site, as set forth above, the rent set forth in section 5 of this lease shall be adjusted at the rate of \$.25 per sq. ft. annually.
- B. The Memorandum of Agreement, a copy of which is attached hereto as Exhibit "B", is incorporated herein by reference and made a part of this Lease. For the purpose of clarifying the terms of the said memorandum, the following is stated herein and made a part of this Lease:
 - The retention pond to be constructed to serve the leased premises, as well as the parcel immediately to the east, may be relocated from its designed location or built at its present designed location, at Lessor's sole discretion, so long as any such relocation is in compliance with all governmental regulations, including but not limited to regulations of the St. Johns River Water Management District.

- Any portion of the retention pond or other stormwater improvements which are located on the leased premises shall be maintained by Lessee, in accordance with the St. Johns River Water Management District Permit issued therefore, at Lessee's sole cost and expense. In the event that Lessee fails to properly maintain the retention pond or stormwater improvements, then Lessor may enter upon the leased premises to perform such maintenance and the costs thereof shall be assessed against Lessee as additional rent.
- Lessee shall be entitled to discharge its stormwater into the overall stormwater system, including outfall, approved for the leased premises by the St. Johns River Water Management District, without regard to whether the system is located on the leased premises or upon other premises owned by the City. Likewise, to the extent that any portion of the stormwater system of Lessee, including overflow devices, offsite piping, if any, and off-site surficial swales must be completed prior to completion of that work by others, said offsite work shall be accomplished by the Lessee at his sole expense in order to have a complete outfall system.
- The transfer of Stormwater Permit #42-127-79909-1, together with any extensions thereof, to the City of DeLand, when approved by the St. John's River Water Management District will initiate the provision for "payment of rent" as set forth in Section 5, "Rent" of this lease. Lessee shall pay \$2,400 (Two thousand four hundred and no/100 dollars), as set forth in the attached Exhibit "B" to be paid to the City of DeLand upon approval of the transfer of this Stormwater Permit by the St. Johns River Water Management District. This permit, as designed by Daniel Johns Engineering Associates, Port Orange, Florida, and the map accompanying said design, as attached to the above referenced Memorandum of Agreement shall set the maximum amount of impervious construction that will be permitted on the leased site under this lease. The stormwater design for the leased site will then be governed by the criteria of the current permit and the City of DeLand's site plan approval process.

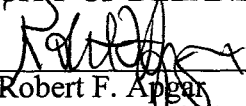
Section 46. Subleases. Lessee may sublease the individual units to sublessees, who may use the leased premises for any purpose permitted in the City of DeLand M-1 zoning classification. All sublessees shall apply for and obtain an occupational license from the City of DeLand. If any sublessee fails to obtain or maintain a current occupational license from the City of DeLand, said failure shall be deemed a default by Lessee under the terms of this lease. Lessee shall be required to send written notice of any sublease to Lessor within 10 days after the start date of the term of the sublease. No sublease shall relieve Lessee of its obligation to pay the rent provided for in this Agreement.

Section 47. Complete agreement. This Agreement constitutes the complete and exclusive understanding and agreement between the parties with respect to the subject matter hereof and may only be amended in a writing signed by both parties hereto. This Agreement shall be binding upon and shall inure to the benefit of the parties' heirs, personal representatives, successors and permitted assigns.

EXECUTED by the Lessee this 2nd day of MAY, 2007.

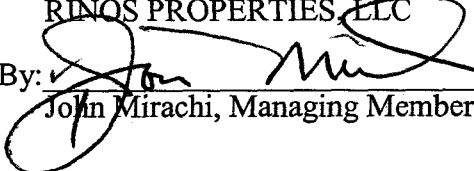
EXECUTED by the Lessor this 7th day of May, 2007.

CITY OF DELAND, LESSOR


Robert F. Appay
Mayor-Commissioner

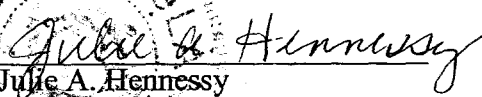
Address: City of DeLand
120 South Florida Avenue
DeLand, Florida 32720

RINOS PROPERTIES, LLC

By: 
John Mirachi, Managing Member

Address: 1234 Heron Point Way
DeLand, Florida 32724

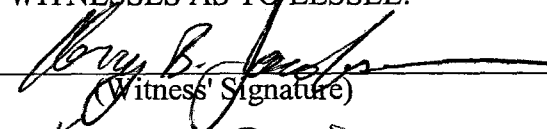
ATTEST:


Julie A. Hennessy
City Clerk-Auditor

WITNESSES AS TO LESSEE:


(Witness' Signature)
Wayne C. SANBORN
(Print Name)

WITNESSES AS TO LESSEE:


(Witness' Signature)
Kerry B. Jacobsen
(Print Name)

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

SEC. 33 & 34, T. 16 S., R. 30 E., CITY OF DELAND, VOLUSIA COUNTY, FLORIDA.

N
1" = 100'

EXHIBIT A

POINT OF COMMENCEMENT
SW CORNER
ALUMA SHIELD
LEASED PARCEL

ALUMA SHIELD INDUSTRIES, INC.
(LEASED PARCEL)

1432.00'

S.83°53'17"W.

1732.00'

300.00'

EXIST. ASP. PAVING

RUNWAY 18-36
N01°34'46"E

EXHIBIT A
SUMMERHILL DRIVE (Runway 8-26 closed)
(225' R/W)
EXIST. ASP. PAVING

P.O.B.

EXIST. ASP. PAVING
N.83°53'17"E.
381.71'

RINOS, INC.
(1.50± ACRES)

286.63'
N.70°39'52"W.

281.47'
S.19°20'08"W.

Arthur / Hendrickson
(4.36± ACRES)

Schalk Enterprises
(3.63± ACRES)

N.70°39'52"W.

EXIST. ASP. PAVING
NORTH LINE OF EIDSON DRIVE
482.06'

EIDSON DRIVE
(80' R/W)

N.70°39'52"W.

275.01'

S.18°56'42"W.

639.66'

SOUTH LINE OF SUMMERHILL DRIVE
N.83°53'17"E. 303.57'

228.15'
S.83°53'17"W.

530.01'

301.86'

509.22'

S.18°56'42"W.

S.18°56'42"W.

Legal Description for Rinos, Inc. Site:
That part of the Deland Municipal Airport lying in Section 33,
Township 16 South, Range 30 East, Volusia County, Florida,
described as follows:
As a point of reference commence at a point on the North edge of
Runway 8-26, that is S.83°53'17"W., a distance of 1732.00 feet from
the centerline of Runway 18-36, said point being N.02°04'45"W., a
distance of 3054.58 feet from the Southeast corner of said Section 33,
said point being the Southwest corner of the Airport lands originally
leased by Alumna Shield Industries, Inc., thence S.06°06'43"E., a distance
of 225.00 feet to a point on the South line of Summerhill Drive; thence
S.83°53'17"W., along the South line of Summerhill Drive; a distance
of 228.15 feet to a point on the South line of Summerhill Drive; thence
S.19°20'08"W., along the North line of Eidson Drive; thence N.70°39'52"W.,
a distance of 131.01 feet to a point on the South line of Summerhill Drive;
thence N.83°53'17"E., along the South line of Summerhill Drive, a distance
of 381.71 feet to the Point of Beginning.
Containing 1.50 acres more or less.

NOTE:
THIS PLAN IS A "SKETCH ONLY".
EXACT BEARINGS & DISTANCES TO
BE PERFORMED BY A REGISTERED
FLORIDA SURVEYOR.

FILE NAME: F:\ENG\DL-136-06



CITY OF DELAND, FLORIDA
ENGINEERING DEPARTMENT
336 W. Michigan Avenue
Deland, Florida 32720
ENGINEERING SERVICES
TEL: 386/740-5815 FAX: 386/740-5815

SKETCH OF LEASE DESCRIPTION for
RINOS, INC.

at Deland Municipal Airport

DATE:	1-29-07	PROJECT NO.	DL-136-06
SCALE:	1" = 100'	DRAWING NO.	
DRAWN BY:	R.E.	Sheet 1 of 1	

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is entered into between the City of DeLand, a municipal corporation, Bob Schalk/Schalk Enterprises, LLC, hereinafter referred to as "Schalk", Kerry Jacobsen and John Mirachi/Rinos, Inc., collectively, hereinafter referred to as "Rinos" and Richard Henrickson and Rick Arthur/Henrickson-Arthur, LLC, collectively, hereinafter referred to as "Henrickson" in consideration of the mutual terms and conditions of this Memorandum of Agreement, dated this 5th day of March, 2007, hereby agree as follows:

Section 1. The parties agree that Schalk originally had under lease or option 9.49 acres of land from the City of DeLand, hereinafter referred to as "City" and it is understood that Schalk currently has under lease 3.63 acres of land and no longer has any interest in the remaining 5.86 acres of land formerly under option.

Section 2. The parties agree that the remaining 5.86 acres of land are to be divided among Henrickson and Rinos as follows: Henrickson will lease 4.36 acres of land described in the attached exhibit "A" and Rinos will lease 1.5 acres of land as described in the attached exhibit "A".

Section 3. The parties have agreed to sharing the assignment, cost allocation, and constructive use of storm water permit #42-127-79909-1 (see attached exhibit "B"), hereinafter referred to as "permit" recently modified by letter of modification dated October 10, 2006 as executed by William Carlie of St. Johns River Water Management District (see attached exhibit "C").

Section 4. It is understood by all parties that ownership of the permit at the time of execution of this agreement remains with Schalk.

Section 5. It is understood by all parties that the City is the agency that St. Johns River Water Management District prefers to own and manage the permit, therefore necessitating the need for the City to acquire that permit. The City proposes then to purchase the permit from Schalk for \$9,300 (Nine Thousand three hundred and no/100 dollars) (Henrickson and Rinos' share) to be paid by the City and then later to be reimbursed by Henrickson and Rinos upon the assignment of the permit to the City and the approval of that assignment by St. Johns River Water Management District. The payment to Schalk, assignment of permit, and approval by St. Johns River Water Management District must occur subsequent to the necessary lease amendments to accommodate this agreement with Schalk to Schalk's existing lease. The reimbursements to the City by Henrickson and Rinos in accordance with Section 6, would occur with their execution of their respective leases.

Section 6. The parties agree then that the appropriate cost of the City acquiring this permit by each party shall be based on the amount of land involved in each lease including Schalk is as follows:

- Schalk 38% \$5,700.00 based on 3.63 acres (paid by Schalk)
- Henrickson 46% 6,900.00 based on 4.36 acres
- Rinos 16% 2,400.00 based on 1.50 acres

Total 9.49 acres

Section 7. It is understood and agreed by all parties that Schalk would continue to lease and manage all parts of the land within his existing lease boundaries. Schalk would retain the site for the large retention pond and the right and obligation to maintain same. Whichever of the three parties named or their assigns that may have the initial need (to be determined by future site plan approval of the respective site) shall be responsible for constructing the larger retention basin. It is further understood, that Schalk by lease amendment would agree to same and the grant of right to enter and construct, if other than himself or his assigns. Likewise, the entity responsible for constructing the retention basin shall be entitled to the fill created from the excavation or proceeds from sale of same. Other parties to this agreement would then be entitled to connect to same according to the existing permit or modifications thereof as approved by site plan approval of the City of DeLand.

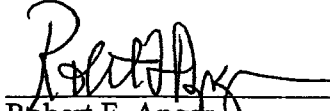
Section 8. The parties have agreed that all other permit improvements on each leased property as shown on the plan or any site plan amendments thereto shall be the responsibility of the Leasee, i.e., other basins, overflow, cross drains, swales, etc.

Section 9. It is understood by all parties that the permit entitles the permittee to construct the amount of impervious surface, roof and site improvements, shown on the plan (approximately 70%) and does not commit the site to that particular site plan. The basins shown and piping may be replaced volumetrically and may be relocated by City site plan approval and are not meant to be absolute.

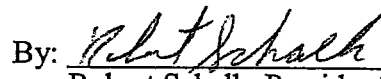
Section 10. Time is of the essence to utilize this permit. There is no requirement to accept this agreement at this time. Any of the parties involved may now initiate a new permit from St. Johns Water Management District under conditions that may then be negotiated until the St. Johns Water Management District permit is assigned to the City of DeLand. No site plans shall be approved that are not in accordance with the permit, after that permit is assigned to the City of DeLand.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement as of the day and year first above written.

CITY OF DELAND


Robert F. Apgar
Mayor-Commissioner

SCHALK ENTERPRISES, LLC

By: 
Robert Schalk, President

ATTEST:

Julie A. Hennessy

Julie A. Hennessy
City Clerk-Auditor



Address: 105 POINT O' WOODS DR
DAYTONA BCH. FL. 32114

RINOS, INC.

By: Kerry Jacobsen
Kerry Jacobsen, President Agent

By: John Mirachi
John Mirachi, President

Address: 1755 LORINGAN AVE
DELAND, FL 32724

HENRICKSON

By: Richard Hendrickson
Richard Hendrickson,

Rick Arthur
Rick Arthur

Address: 880 W. WISCONSIN AVE.
ORANGE CITY FL 32763

FIRST AMENDMENT TO BUILDING LEASE AGREEMENT

The City of DeLand, a Florida municipal corporation (hereinafter referred to as ("Lessor")), and Rinos Properties, LLC, a Florida limited liability corporation, with its principal place of business at 1983 Eidson Drive, DeLand, FL 32724, (hereinafter referred to as "Lessee"), in consideration of the mutual terms and conditions of this First Amendment to that certain Ground Lease Agreement dated May 7, 2007, by and between the City of DeLand and Rinos Properties, LLC, hereby agree as follows:

Section 1. Section 5 of the Ground Lease Agreement is hereby amended to read in full as follows:

Section 5. Rent. Lessee shall pay Lessor as base rent for the premises the sum of \$16,335 annually, payable in twelve (12) equal monthly installments of \$1,361.25, due in advance on the first day of each month. Rent will commence upon approval by the St. Johns River Water Management District of Stormwater Permit #42-127-79909-1 and transfer of said permit to the City of DeLand, or June 1, 2008, whichever occurs first. All rent payments are subject to state and/or local sales' taxes at the rate or rates then in effect, which shall be due and payable at the same time as the rent installments. This base rent shall be modified as follows:

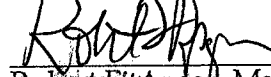
Section 2. All other terms and conditions of the Ground Lease Agreement dated May 7, 2007, shall remain in full force and effect.

Section 3. This First Amendment to Ground Lease Agreement shall become effective immediately upon its adoption.

EXECUTED by the Lessee this _____ day of _____, 2008.

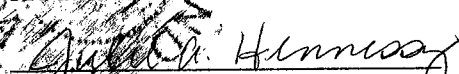
EXECUTED by the Lessor this 17th day of March, 2008.

CITY OF DELAND, LESSOR


Robert F. Apgar, Mayor-Commissioner

Address: 120 South Florida Avenue
DeLand, Florida 32720

ATTEST:


Julie A. Hennessy
City Clerk-Auditor

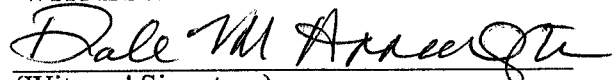
This Instrument Prepared By:
City of DeLand
120 S. Florida Avenue
DeLand, Florida 32720

RINOS PROPERTIES, LLC, LESSEE

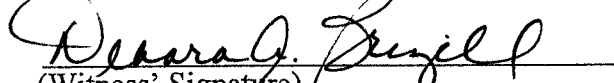
By: 
Jon Mirachi, Managing Member

Address: 1234 Heron Point Way
DeLand, Florida 32724

WITNESSES AS TO LESSEE:


(Witness' Signature)
DALE VM ARRINGTON
(Print Name)

WITNESSES AS TO LESSEE:


(Witness' Signature)
Debra A. Brizell
(Print Name)

CITY OF DELAND
Request for Commission Action
April 7, 2025

SUBJECT: Consideration re New Ground Lease Agreement, DF Eidson, LLC, Located at 1983 Eidson Drive.

DEPARTMENT: Community Development

PREPARED BY: Nick Conte, Economic Dev. Manager

ATTACHMENTS: DF Eidson Lease, 37B4243-DF Eidson Lease - Exhibit A

APPROVED BY: Michael Pleus, City Manager, April 1, 2025

SUMMARY/HIGHLIGHT:

DF Eidson, LLC., is an established partner and operator at Rinos Properties LLC, a racing support team at the DeLand Airport. Due to the primary owner's retirement, the new tenant will be taking over the company and wishes to enter into a new ground lease agreement at 1983 Eidson Drive. The attached new Ground Lease Agreement, if approved, will provide a lease term through April 2050 with one 20-year renewal and one ten-year renewal. Terms and conditions of the new leases are similar to those currently required of other airport tenants.

There is a companion RCA terminating the existing lease with Rinos Properties LLC.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The current/proposed lease rate is \$0.44 per square foot subject to an annual COLA increase and property taxes.

RECOMMENDATION:

Staff recommends that the City Commission approves the new ground lease with DF Eidson, LLC.

BACKGROUND/DISCUSSION:

DF Eidson, LLC., is an established partner and operator at Rinos Properties LLC, a racing support team at the DeLand Airport. Due to the primary owner's retirement, the new tenant will be taking over the company and wishes to enter into a new ground lease agreement at 1983 Eidson Drive.

GROUND LEASE AGREEMENT

The City of DeLand, a municipal corporation (hereinafter referred to as "Lessor"), and DF Eidson, LLC, a Florida limited liability company, with its principal place of business at 1983 Eidson Drive (hereinafter referred to as "Lessee"), in consideration of the mutual terms and conditions of this Ground Lease Agreement (hereinafter referred to as the "Agreement"), dated this ____ day of April, 2025, hereby agree as follows:

Section 1. Property. Lessor hereby leases to Lessee 1.50 acres of land described in the attached Exhibit A (1.50 acre parcel labeled "RINOS, INC."), which is located at 1983 Eidson Drive, the DeLand Municipal Airport in Volusia County, Florida (hereinafter referred to as the "premises" or "leased premises"). Any use of the airport outside of the leased premises shall be in accordance with any fee schedules or other regulations, rules or policies adopted by Lessor.

Section 2. Term. This Lease shall be for a term of twenty (20) years, beginning April __, 2025, and ending on March 28, 2045, unless sooner terminated as provided below

Section 3. Purposes. The premises shall be used solely for any use permitted under the City of DeLand M1 zoning classification and for no other purpose whatsoever. Lessee shall make no unlawful, improper or offensive use of the premises.

Section 4. Renewals. As long as the Lessee is completely current with its rent payments and otherwise in full compliance with all of the terms, covenants and conditions of this Agreement, Lessee shall have the right and option to renew this lease, upon proper notice, for one (1) additional twenty (20) year term and, if said renewal option is exercised, thereafter for one (1) additional ten (10) year term, under the same terms and conditions as the initial term of this lease, except as those terms and conditions may be modified in accordance with this Agreement. Written notice of the Lessee's intention to renew shall be sent to Lessor not less than 90 days or more than 180 days prior to the expiration date of the initial term of this lease and any renewal term of this lease

Section 5. Rent. Lessee shall pay Lessor as base rent for the premises, the sum of \$28,733.76 annually, payable in twelve (12) equal month installments of \$2,394.48 due in advance on the first day of each month. All rent shall be subject to the state and or local sales taxes at the rate or rates, then in effect, which shall be due and payable at the same time as the rent installments. The rent payable hereunder shall be modified as follows:

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

than the base rent reserved in the preceding paragraph of this Section; and provided further, however, that in no event shall any annual adjustment be less than 3% nor more than 6%.

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

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

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

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

Section 7. Security deposit. Lessee, contemporaneously with the execution of this Agreement, shall deposit with Lessor the sum of \$2,454.34, receipt of which is hereby acknowledged, as a security for the full and faithful performance by Lessee of all the terms, covenants and conditions of this Agreement upon Lessee's part to be performed, which sum shall be returned to Lessee after Lessee has vacated the premises, provided always that Lessee has fully and faithfully carried out all of the terms, covenants and conditions as herein set forth.

Lessor shall have the right, but not the obligation, to apply all or any part of said deposit to cure any default of Lessee, and if Lessor does so, Lessee shall, upon demand, deposit with Lessor the amount necessary so that Lessor shall at all times have on hand the full deposit during the term of this Agreement. Lessee's failure to pay to Lessor a sufficient amount to restore said security deposit to the original sum deposited within three (3) days after receipt of demand therefore shall constitute a breach of this Agreement. No interest shall be payable by Lessor to Lessee on account of such security deposit. Should Lessee comply with all the terms, covenants and conditions and promptly pay all of the rental installments as they become due and all other sums payable to Lessor by Lessee hereunder, the security deposit shall be returned in full to Lessee at the end of the term of this Agreement or any renewal thereof after Lessee has vacated the premises.

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

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

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

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

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

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

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

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

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

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

- A. All building, zoning, sign, airport development and fire protection regulations.
- B. All regulations and instructions regarding the disposal of sewage, garbage and industrial or hazardous wastes promulgated or enforced by any federal, state or local agency.
- C. All regulations requiring that Lessee obtain licenses or permits for its activities on the leased premises.
- D. All regulations restricting the height of structures, natural growths or other obstructions on the leased premises promulgated by the Federal Aviation Administration (FAA).

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

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

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

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

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

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

E. The use of the premises for residential, labor camp or trailer court purposes.

F. The dumping, storage, disposal or incineration of junk, sewage, garbage or refuse.

G. The storage or repair of any motor vehicles, equipment or machinery not directly used by Lessee in the primary use of the premises.

H. Smelting, stockyards or large animal raising.

Section 19. Environmental matters.

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

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

maintained by the provisions of the Environmental Statutes. Lessee shall also provide promptly to Lessor copies of any correspondence, notice of violation, summons, order, complaint or other document received by Lessee pertaining to compliance with Environmental Statutes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 24. Liability insurance, indemnity and holdharmless. Lessee shall defend, indemnify and hold harmless Lessor from and against any and all liability, losses, damages, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions (including attorneys' fees), of whatsoever kind or nature arising out of or in any way related to the use, occupancy, management or control of the leased premises, or any act or omission of Lessee or its agents, servants, employees, independent contractors, customers, patrons or invitees, whether on the leased premises or elsewhere.

Within ten (10) days of the beginning date of this Agreement, Lessee shall, at its own cost and expense, procure and maintain comprehensive public liability insurance coverage from a company and in a form acceptable to Lessor, in its sole discretion, protecting and insuring Lessee and Lessor against any and all of the foregoing, with a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000) and a general aggregate of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit commercial general liability insurance on an occurrence basis (including coverage for the Premises and Lessee's operations).

All such insurance shall cover complete contractual liability, bodily injury and property damage liability. The certificate shall list the City of DeLand as an additional insured, indicate the location of the leased property by street address, and provide at least 30 days advance written notice of cancellation or change of coverage to the City of DeLand.

If the Lessee uses or stores any hazardous or toxic substances on the leased premises, then within ten (10) days of the beginning date of this Agreement, Lessee shall, at its own cost and expense, procure and maintain pollution liability and storage tank coverage from a company and in a form acceptable to Lessor, in its sole discretion, protecting and insuring Lessee and Lessor against any and all liability and costs of clean-up and remediation resulting from the

storage, handling or disposal of any hazardous or toxic substances, as those terms are commonly defined, or for any other liability relating to such hazardous or toxic substances, with coverage limits in the amount not less than \$1,000,000 for any one occurrence. The certificate shall list the City of DeLand as an additional insured, indicate the location of the leased property by street address, and provide at least 30 days advance written notice of cancellation or change of coverage to the City of DeLand.

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

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

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

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

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

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

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

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

D. Abandonment. If Lessee vacates or abandons the leased premises, or permits the premises to remain vacant or abandoned for a period of 30 consecutive days or more, regardless

of whether or not rent payments are current. However, Lessor may at its sole discretion consent in writing to the vacation of the premises for a longer period of time upon terms and conditions set by Lessor.

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

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

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

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

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

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

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

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

Section 32. Eminent domain. If all or any substantial part of the leased premises is taken by any paramount public authority under the power of eminent domain, then the term of this Agreement shall cease as to the part taken from the day the possession of that part is taken for any public purpose, and from that day Lessee shall have the right either to cancel this Agreement or to continue in possession of the remainder of the premises upon payment of an adjusted rent as provided in **Section 5** above.

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

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

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

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

Assistant City Manager
City of DeLand
120 South Florida Avenue
DeLand, Florida 32720

Frank Depew
DF Eidson, LLC
90 8th Ave South
Naples, Florida 34102

AND

Frank Depew
381 Eagle Drive
Jupiter, Florida 33477

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

Section 36. Inspection of premises. Lessee shall allow Lessor's authorized representative access to the leased premises at all reasonable hours for the purpose of examining and inspecting

said premises; for the purposes necessary, incidental to or connected with the performance of Lessee's obligations under this Agreement; or in the exercise of its governmental functions.

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

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

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

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

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

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

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

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

Section 45. Special terms and conditions. None.

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

EXECUTED by the Lessee this _____ day of _____, 2025

EXECUTED by the Lessor this _____ day of _____, 2025

(SIGNATURES ON NEXT PAGE)

LESSOR:
CITY OF DELAND, a Florida
Municipal Corporation

By: _____
Christopher M. Cloudman
Mayor-Commissioner

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025 by CHRISTOPHER M. CLOUDMAN, Mayor-Commissioner of the City of DeLand, who are personally known to me or who have produced _____ as identification and acknowledged executing the foregoing instrument freely and voluntarily for the purpose therein described and did not take an oath.

Name:
Notary Public
Serial Number:
My Commission Expires:

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

LESSEE:

DF EIDSON, LLC,
a Florida limited liability company, LESSEE

By: _____
(Signature)

(Print Name and Title)

Address: DF Eidson, LLC
1983 Eidson Drive
DeLand, Florida 32725

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025 by _____, as _____ for DF EIDSON, LLC, who is personally known to me or who have produced _____ as identification and acknowledged executing the foregoing instrument freely and voluntarily for the purpose therein described and did not take an oath.

Name:
Notary Public
Serial Number:
My Commission Expires:

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

SEC. 33 & 34, T. 16 S., R. 30 E., CITY OF DELAND, VOLUSIA COUNTY, FLORIDA.

N
1" = 100'

EXHIBIT A

POINT OF
COMMENCEMENT
SW CORNER
ALUMA SHIELD
LEASED PARCEL

ALUMA SHIELD INDUSTRIES, INC.
(LEASED PARCEL)

1432.00'

S.83°53'17"W.

1732.00'

300.00'

EXIST. ASP. PAVING

RUNWAY 18-36
N01°34'46"E

EXIST. ASP. PAVING
100.00'
225.00'
S.06°06'43"E
125.00'
SUMMERHILL DRIVE (Runway 8-26 closed)
(225' R/W)
EXIST. ASP. PAVING

P.O.B.

EXIST. ASP. PAVING
N.83°53'17"E.
381.71'

RINOS, INC.
(1.50± ACRES)

EXIST. ASP. PAVING
N.06°57'56"W.
131.01'

286.63'
N.70°39'52"W.

281.47'
S.19°20'08"W.

Arthur / Hendrickson
(4.36± ACRES)

228.15'
S.83°53'17"W.

530.01'

301.86'

SOUTH LINE OF SUMMERHILL DRIVE
N.83°53'17"E. 303.57'

Schalk Enterprises
(3.63± ACRES)

509.22'

S.18°56'42"W.

639.66'

S.18°56'42"W.

N.70°39'52"W.

482.06'
NORTH LINE OF EIDSON DRIVE

EIDSON DRIVE
(80' R/W)

Legal Description for Rinos, Inc. Site:
That part of the Deland Municipal Airport lying in Section 33,
Township 16 South, Range 30 East, Volusia County, Florida,
described as follows:
As a point of reference commence at a point on the North edge of
Runway 8-26, that is S.83°53'17"W., a distance of 1732.00 feet from
the centerline of Runway 18-36, said point being N.02°04'45"W., a
distance of 3054.58 feet from the Southeast corner of said Section 33,
said point being the Southwest corner of the Airport lands originally
leased by Alumna Shield Industries, Inc., thence S.06°06'43"E., a distance
of 225.00 feet to a point on the South line of Summerhill Drive; thence
S.83°53'17"W., along the South line of Summerhill Drive; a distance of
228.15 feet; to the POINT OF BEGINNING; thence S.19°20'08"W., a distance
of 281.47 feet to a point on the North line of Eidson Drive; thence N.70°39'52"W.,
a distance of 131.01 feet to a point on the South line of Summerhill Drive;
thence N.83°53'17"E., along the South line of Summerhill Drive, a distance
of 381.71 feet to the Point of Beginning.
Containing 1.50 acres more or less.

NOTE:
THIS PLAN IS A "SKETCH ONLY".
EXACT BEARINGS & DISTANCES TO
BE PERFORMED BY A REGISTERED
FLORIDA SURVEYOR.

FILE NAME: F:\ENG\DL-136-06



CITY OF DELAND, FLORIDA
ENGINEERING DEPARTMENT
336 W. Michigan Avenue
Deland, Florida 32720
ENGINEERING SERVICES
TEL: 386/740-5815 FAX: 386/740-5815

SKETCH OF LEASE DESCRIPTION for

RINOS, INC.

at Deland Municipal Airport

DATE: 1-29-07

PROJECT NO. DL-136-06

SCALE: 1" = 100'

DRAWING NO.

DRAWN BY: R.E.

Sheet 1 of 1

SEC. 33 & 34, T. 16 S., R. 30 E., CITY OF DELAND, VOLUSIA COUNTY, FLORIDA.

N
1" = 100'

EXHIBIT A

POINT OF COMMENCEMENT
SW CORNER
ALUMA SHIELD
LEASED PARCEL

ALUMA SHIELD INDUSTRIES, INC.
(LEASED PARCEL)

1432.00'

S.83°53'17"W.

1732.00'

300.00'

EXIST. ASP. PAVING

RUNWAY 18-36
N01°34'46"E

EXIST. ASP. PAVING
100.00'
225.00'
S.06°06'43"E
125.00'
SUMMERHILL DRIVE (Runway 8-26 closed)
(225' R/W)
EXIST. ASP. PAVING

P.O.B.

EXIST. ASP. PAVING
N.83°53'17"E.
381.71'

RINOS, INC.
(1.50± ACRES)

EXIST. ASP. PAVING
N.06°57'56"W.
131.01'

281.47'
S.19°20'08"W.

Arthur / Hendrickson
(4.36± ACRES)

228.15'
S.83°53'17"W.

530.01'

301.86'

N.83°53'17"E.
303.57'

SOUTH LINE OF SUMMERHILL DRIVE

509.22'

Schalk Enterprises
(3.63± ACRES)

S.18°56'42"W.

639.66'

S.18°56'42"W.

N.70°39'52"W.

482.06'
NORTH LINE OF EIDSON DRIVE

EXIST. ASP. PAVING

EIDSON DRIVE
(80' R/W)

N.70°39'52"W.

275.01'

Legal Description for Rinos, Inc. Site:
That part of the Deland Municipal Airport lying in Section 33,
Township 16 South, Range 30 East, Volusia County, Florida,
described as follows:

As a point of reference commence at a point on the North edge of
Runway 8-26, that is S.83°53'17"W., a distance of 1732.00 feet from
the centerline of Runway 18-36, said point being N.02°04'45"W., a
distance of 3054.58 feet from the Southeast corner of said Section 33,
said point being the Southwest corner of the Airport lands originally
leased by Alumna Shield Industries, Inc., thence S.06°06'43"E., a distance
of 225.00 feet to a point on the South line of Summerhill Drive; thence
S.83°53'17"W., along the South line of Summerhill Drive; a distance of
228.15 feet; to the POINT OF BEGINNING; thence S.19°20'08"W., a distance
of 281.47 feet to a point on the North line of Eidson Drive; thence N.70°39'52"W.,
a distance of 131.01 feet to a point on the South line of Summerhill Drive;
thence N.83°53'17"E., along the South line of Summerhill Drive, a distance
of 381.71 feet to the Point of Beginning.
Containing 1.50 acres more or less.

NOTE:
THIS PLAN IS A "SKETCH ONLY".
EXACT BEARINGS & DISTANCES TO
BE PERFORMED BY A REGISTERED
FLORIDA SURVEYOR.

FILE NAME: F:\ENG\DL-136-06



CITY OF DELAND, FLORIDA
ENGINEERING DEPARTMENT
336 W. Michigan Avenue
Deland, Florida 32720
ENGINEERING SERVICES
TEL: 386/740-5815 FAX: 386/740-5815

SKETCH OF LEASE DESCRIPTION for

RINOS, INC.

at Deland Municipal Airport

DATE:	1-29-07	PROJECT NO.	DL-136-06
SCALE:	1" = 100'	DRAWING NO.	
DRAWN BY:	R.E.	Sheet 1 of 1	

CITY OF DELAND
Request for Commission Action
April 7, 2025

SUBJECT: Consideration re Acceptance of the Stormwater Easement – School Board of Volusia County, Located at Edith Starke Elementary School.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: Utility Easement Agreement, Exhibit A – Sketch & Description

APPROVED BY: Michael Pleus, City Manager, April 1, 2025

SUMMARY/HIGHLIGHT:

The City of DeLand owns and maintains existing 30” storm sewer pipes and structures between South Parsons Avenue and S. Thompson Street which crosses Edith Starke Elementary School property. As per recent Starke Elementary School construction, portion of existing 30” pipe needed to be rerouted to avoid conflict with new building. The stormwater easement will grant access to existing and rerouted storm sewer pipes and structures for construction, installation, maintenance and repair.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Acceptance of this easement will have no fiscal impact.

RECOMMENDATION:

Staff recommends that the City Commission accept the attached Grant of Utility Easement to the City of DeLand from the School Board of Volusia County.

BACKGROUND/DISCUSSION:

N/A

Return to:
City Clerk
City of DeLand
120 S. Florida Avenue
DeLand, FL 32720

UTILITY EASEMENT AGREEMENT

This **UTILITY EASEMENT AGREEMENT** (this “Agreement”) is made and entered into this ____ day of _____, 2021, by and between the **SCHOOL BOARD OF VOLUSIA COUNTY**, with a mailing address of Post Office Box 2118, DeLand, Florida 32721-2118 (hereinafter “Grantor”) and the **CITY OF DELAND**, whose address is 120 South Florida Avenue, DeLand, Volusia County, Florida 32720 (hereinafter “Grantee”).

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property located in DeLand, Volusia County, Florida upon which the Edith I. Starke Elementary School is located, with a street address of 730 S. Parsons Avenue and bearing parcel identification numbers of 7009-02-41-0010 and 7017-39-04-0170 (hereinafter the “Property”); and

WHEREAS, Grantor desires to grant and convey unto Grantee a non-exclusive stormwater easement (hereinafter the “Easement”) for the construction, installation, maintenance and repair of underground stormwater pipes and related structures owned by Grantee on, over, under, across and through that certain portion of the Property which is more specifically described on Exhibit “A” attached hereto and incorporated herein by this reference (hereinafter the “Easement Area”); and

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

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Grant of Easement by Grantor. Grantor does hereby create, grant and convey to Grantee the Easement, being a non-exclusive easement for the purpose of the construction, installation, maintenance and repair of underground stormwater pipes and related structures owned by Grantee, over, under, upon, across and through the Easement Area by Grantee, or its employees, agents, contractors or designees. Grantor expressly reserves the right to use, or grant the right to use, the Easement Area for all other lawful purposes not inconsistent with the rights hereby granted.

3. Incidental Rights. The Easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for its intended purposes, including, specifically, the right of entry for purposes of construction, installation, operation, maintenance and repair of the Grantee's utilities located within the Easement Area.

4. Construction and Maintenance. Grantee shall bear the entire cost and expense of any construction, repair, alteration, replacement or removal activities performed within the Easement Area. The Grantee shall also, at Grantee's cost and expense, restore the Property and the Easement Area to the condition which existed prior to any such construction, repair, alteration, replacement or removal activities, including, but not limited to, revegetation, re-sodding, repaving, or removal of debris or dirt caused by or resulting from such activities. Grantee, by accepting the Easement, agrees to pay Grantor for actual damages to the Property caused by Grantee's exercise of the rights herein granted.

5. Use. Use of the Easement Area and entry upon the Property will, at all times, conform to and comply with the terms of this Agreement and all applicable governmental regulations now in existence and hereafter created.

6. Duration. The Easement hereby granted and conveyed to, over, under, upon, across, and through the Easement Area shall be perpetual in duration.

7. Warranty of Title. Grantor hereby warrants that: (i) Grantor owns the fee simple title to the Property, (ii) Grantee has good right and lawful authority to convey the Easement granted herein, and (iii) the Property is not encumbered by any mortgages or other matters which would prohibit the use of the Easement Area for the purposes contemplated herein.

8. Litigation and Attorney's Fees. In the event it shall be necessary for Grantor or Grantee to bring suit for specific performance, for damages or to enforce any provision hereof, the prevailing party in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted, as a result of such litigation, all costs or expenses of such litigation and its reasonable attorneys' and paralegals' fees as fixed by the Court.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10. Recordation. The original of this Agreement shall be recorded in the Public Records of Volusia County, Florida, at the expense of the Grantee.

11. Binding Covenant. The covenant and rights set forth in this Agreement shall run with the title to the land described in Exhibit "A" and the benefits and burdens hereof shall bind and inure to the benefit of all successors in interest to the parties hereto.

*** SIGNATURES ON FOLLOWING PAGES ***

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed in manner and form sufficient to bind them as of the date and year first above written.

GRANTOR

WITNESSES:

SCHOOL BOARD OF VOLUSIA COUNTY

By: _____
Jamie Haynes, Chair

Printed name of above witness

Address of above witness

Printed name of above witness

Address of above 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 _____, 2025, by Jamie Haynes, chair of the School Board of Volusia County, who [] is personally known to me or [] has produced _____ as identification.

[Notary Seal]

NOTARY PUBLIC
Printed Name: _____
My Commission Expires: _____

GRANTEE

WITNESSES:

CITY OF DELAND

By: _____
Christopher M. Cloudman, Mayor

Printed name of above witness

Address of above witness

Printed name of above witness

Address of above 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 _____, 2025, by Christopher M. Cloudman, as Mayor of the City of DeLand, Florida, who [] is personally known to me or [] has produced _____ as identification.

[Notary Seal]

NOTARY PUBLIC, State of Florida
Printed Name: _____
My Commission Expires: _____

EXHIBIT A

Sketch and Description:

THIS IS NOT A SURVEY

Legal Description:

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4333, PAGE 4755 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; SAID POINT LYING ON THE EAST RIGHT-OF-WAY LINE OF S THOMPSON AVENUE ALSO BEING THE EAST LINE OF THE WEST 30.00 FEET OF THE EAST 1/2 OF BLOCK 200 PER MAP BOOK 2, PAGE 45 OF SAID PUBLIC RECORDS; THENCE RUN S 00°30'17"E ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 374.04 FEET TO THE POINT OF BEGINNING OF A 10.00 FOOT STRIP OF LAND LYING 5.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED LINE; THENCE DEPARTING SAID EAST LINE RUN N 86°39'27" E, A DISTANCE OF 23.20 FEET; THENCE RUN S 01°51'53" E, A DISTANCE OF 147.20 FEET; THENCE RUN N 89°55'15" E, A DISTANCE OF 147.53 FEET; THENCE RUN N 20°23'15" E, A DISTANCE OF 169.51 FEET; THENCE RUN N 88°35'48" E, A DISTANCE OF 378.59 FEET TO A POINT LYING ON THE WEST RIGHT-OF-WAY LINE OF CLAY AVENUE ACCORDING TO SOUTH CLARA HIGHLANDS, AS RECORDED IN MAP BOOK 10, PAGE 237, OF SAID PUBLIC RECORDS, SAID POINT BEING THE TERMINUS OF THIS LINE. THE SIDE LINES OF SAID 10.00 FOOT STRIP OF LAND ARE TO LENGTHEN OR SHORTEN TO INTERSECT AT RIGHT-OF-WAY LINES AND TO CLOSE AND BOUND SAID DESCRIBED LINE AS NECESSARY.

ENCOMPASSING 8,660 SQUARE FEET OR 0.20 ACRE MORE OR LESS.

Abbreviation Legend:

(A) - ACTUAL	Δ - DELTA	FS - FLORIDA STATUTE	(P) - PLAT	PT - POINT OF TANGENCY
APPROX - APPROXIMATE	(D) - DEED	(G) - GRID (STATE PLANE)	PB - PLAT BOOK	R30E - RANGE 30 EAST
AVG - AVERAGE	(DE) - DEED EXCEPTION	GOVT - GOVERNMENT	PC - POINT OF CURVATURE	R - RADIUS
(BB) - BEARING BASIS	DEPT - DEPARTMENT	IP - IRON PIPE	PCC - POINT OF COMPOUND CURVATURE	RAD - RADIAL
BLDG - BUILDING	D/U - DRAINAGE AND UTILITY	IR - IRON ROD	PCP - PERMANENT CONTROL POINT	REC - RECOVERED
BM - BENCH MARK	EASEMENT	IR&C - IRON REBAR & CAP	PG - PAGE	REV - REVISION
(C) - CALCULATED	ELEV - ELEVATION	L - ARC LENGTH	PGS - PAGES	RP - RADIUS POINT
C - CHORD	EOP - EDGE OF PAVEMENT	LB# - LICENSED BUSINESS NUMBER	PI - POINT OF INTERSECTION	R/W - RIGHT-OF-WAY
CB - CHORD BEARING	ESMT - EASEMENT	(M) - MEASURED	PIB - POINT OF BEGINNING	SEC 17 - SECTION 17
CCR # - CERTIFIED CORNER RECORD NUMBER	FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION	N & D - NAIL AND DISK	POB - POINT OF BEGINNING	SQ - SQUARE
C/L - CENTERLINE	FEC - FLORIDA EAST COAST RAILWAY	NGS - NATIONAL GEODETTIC SURVEY	POC - POINT OF COMMENCEMENT	SQ FT - SQUARE FEET
CM - CONCRETE MONUMENT	FF - FINISH FLOOR	NR - NON-RADIAL	POL - POINT ON LINE	TB - TANGENT BEARING
CONC - CONCRETE	FND - FOUND	NT - NON-TANGENT	PRC - POINT OF REVERSE CURVATURE	T17S - TOWNSHIP 17 SOUTH
COR - CORNER	FP&L - FLORIDA POWER AND LIGHT	OR - OFFICIAL RECORDS	PRM - PERMANENT REFERENCE MONUMENT	(TYP) - TYPICAL
		ORB - OFFICIAL RECORDS BOOK		UE - UTILITY EASEMENT
				W/ - WITH

Surveyor's Notes:

- 1. COPIES OF THIS SKETCH AND DESCRIPTION ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 2. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 3. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED DATUM AS BEING S00°30'17"E ALONG THE EAST RIGHT-OF-WAY LINE OF ST THOMAS AVENUE.
- 4. THE "LEGAL DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR PER THE CLIENT'S REQUEST.
- 5. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED.
- 6. THIS IS NOT A BOUNDARY SURVEY, THIS SKETCH AND DESCRIPTION WAS PREPARED FROM INFORMATION FURNISHED TO THE SURVEYOR, NO FIELD SURVEY WAS PERFORMED TO DEFINE OWNERSHIP.

THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH THE FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3) AND THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY THOMAS J. GALLOWAY, PSM, 6549 ON 10/28/2024 PER 5J-17.062(2)

Surveyor's Certification:

I hereby certify that the attached "Sketch and Description" of the hereon-described property is true and correct to the best of my knowledge, information and belief as prepared under my direction on September 26, 2024. I further certify that this "Sketch and Description" meets the standards of practice set forth in Rule Chapter 5J-17 of the Florida Administrative Code, pursuant to FS 472.027.



Digitally signed by Thomas J Galloway
Date: 2024.10.28
11:36:38 -04'00'

For the Firm By: Thomas J. Galloway
Professional Surveyor and Mapper
Florida Registration No. 6549

NOT VALID WITHOUT SHEETS 1 AND 2 OF 2.

Date: 9/26/24	Job No. V04199
Drawn by: RDB	Scale: N/A
	File: V04199_SOD.DWG



Building Better Communities Together

500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841

State of Florida License: Survey No. LB7143

© 2024

DRAINAGE EASEMENT

SECTION 17-TOWNSHIP 17 SOUTH-RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA

SKETCH AND DESCRIPTION

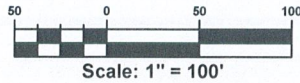
Sheet

1

1 of 2

Sketch and Description:

THIS IS NOT A SURVEY



W WINNEMISSETT AVENUE

(25' RIGHT-OF-WAY WIDTH
PER MB 10, PG 237)

PARCEL ID #700902410013
OWNER:
VOLUSIA CO SCHOOL BOARD
STARKE ELEMENTARY
LANDS DESCRIBED IN
ORB 4333, PG 4755

POC

SW CORNER LANDS DESCRIBED
IN ORB 4333, PG 4755

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 86°39'27" E	23.20'
L2	S 01°51'53" E	147.20'
L3	N 89°55'15" E	147.53'
L4	N 20°23'15" E	169.51'
L5	N 88°35'48" E	378.59'

E 1/2 BLOCK 200
MB 12, PG 7 FORMALLY RECORDED IN MB 2, PG 45
EXCEPT THE W 30' FOR ROAD

POB

ENCOMPASSING
8,660 SQ FT, 0.20 ACRE±

APPARENT
S THOMPSON AVENUE(F)
(50' RIGHT-OF-WAY WIDTH)

LESS OUT PER
DEED FOR R/W
30.0'
374.04'
E 00°30'17" E
(BB)
E R/W LINE S THOMPSON AVENUE
ALSO BEING THE E LINE OF THE
W 30.00' OF THE E 1/2 BLOCK 200

S DELAWARE AVENUE(F)

CALIFORNIA AVENUE(P)



SOUTH CLARA HIGHLANDS
SUBDIVISION
MB 10, PG 237
BLOCK D

CLAY AVENUE(P)

S PARSONS AVENUE(F)
(50' RIGHT-OF-WAY WIDTH PB 10, PG 237)

W R/W LINE
CLAY AVENUE

W VOLUSIA AVENUE

(50' RIGHT-OF-WAY WIDTH
NO DOCUMENTATION PROVIDED
OR RESEARCHED FOR R/W VACATION)

VOLUSIA AVENUE(P)

(50' RIGHT-OF-WAY WIDTH (P)
NO DOCUMENTATION PROVIDED
OR DISCOVERED FOR R/W VACATION)

LOT 33

L5

LOT 16

LOT 32

LOT 17

LOT 31

LOT 18

LOT 30

LOTS 1-48, BLOCK C
SOUTH CLARA HIGHLANDS
MB 10, PG 237

LOT 20

LOT 29

LOT 21

LOT 28

LOT 22

LOT 27

LOT 23

LOT 26

LOT 24

NOT VALID WITHOUT
SHEETS 1 AND 2 OF 2.

Drawn by: RDB

Date: 9/26/24

Job No. V04199

Scale: 1"=100'

File: V04199_SOD.DWG



**Building Better
Communities Together**

500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841

State of Florida License:
Survey No. LB7143

© 2024

DRAINAGE EASEMENT

SECTION 17-TOWNSHIP 17 SOUTH-RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA

SKETCH AND DESCRIPTION

Sheet

2

2 of 2

CITY OF DELAND
Request for Commission Action
April 7, 2025

SUBJECT: Consideration re Task Order Assignment, Downtown Relief Lift Station Design.

DEPARTMENT: Utilities

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

ATTACHMENTS: Task Order Proposal

APPROVED BY: Michael Pleus, City Manager, April 1, 2025

SUMMARY/HIGHLIGHT:

The FY 22/23 budget contains a Downtown Lift Station and Force Main Design project, which has been identified as necessary to relieve the surcharging of the gravity system and manholes in the downtown area. This project once completed will allow for a higher density of buildings to continue in the downtown fair share area. A new large lift station would be placed on property already owned by the city in the 200 West Carolina block and a force main would be installed along Voorhis Avenue east to Garfield Avenue and connect to the Eastern Regional Force Main that is currently under construction. While this would drain the system downtown, it would not increase any of the gravity line sections that may need enlarged to support a higher density growth.

In December 2023, the City Commission approved a continuing professional services contract with Mead & Hunt Engineering, who provided the attached proposal dated March 12, 2025 for survey and subsurface investigation to locate and identify underground piping, design, permitting, and check for any site contamination issues, as well as bid phase. A separate task for construction administration, and (limited) construction phase inspection services will be provided in the future.

The proposed downtown relief lift station project includes wet well, lift station, odor control, emergency generation and force main pipeline. They are identified verbally by a sketch in the attached Task Order Proposal dated 3/12/2025.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Preparing for the Future/Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

A total of \$230,000 was included in the fiscal year 22/23 budget to design and permit this project. Proposed fees for professional services associated with this project, including project management, design, permitting, bid phase services, subsurface investigations, and surveying total \$279,352.20. Contingency Funds are available in the Water & Sewer Fund to be allocated to this project for the difference of \$49,352.20 and will be included in a future budget amendment to be presented for approval to the City Commission.

RECOMMENDATION:

Staff recommends the City Commission authorize Mead & Hunt Engineering to perform professional services outlined in the Task Order Proposal dated 3/12/2025 for the total amount of \$279,352.20.

BACKGROUND/DISCUSSION:

Staff rejected the first proposal and have reviewed and negotiated the new proposed professional services fee for the Task Order Proposal before you and can support the request. Staff believes that the fees proposed are consistent with those paid in the past for similar projects to this and other utility consultants. Staff would like to note that over two years have lapsed since the project was placed in the budget. The delayed start of construction to the East Regional Force Main due to funding was the main reason, but also the need to perform an environmental study on the soils that will be excavated and possible reuse or disposal for treatment offsite site was not in the previous budget allowance and thus a higher fee than expected was received.



March 12, 2025

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

Email: Ailesj@deland.org

**Subject: DeLand Downtown Relief Station Design, Permitting and Bidding Assistance
Scope of Services and Fee Estimate**

Dear Jim,

Mead & Hunt is pleased to submit this proposal to provide design and bidding services for the DeLand Downtown Relief Station. The project includes design of a triplex lift station with submersible pumps, wetwell, electrical, permanent emergency standby diesel backup pump, access drive, odor control, associated site landscaping and a force main extending to a connection point along the eastern forcemain route (See Figure #1).

The scope and fee estimate included herein describes proposed survey, geotechnical, planning, design, permitting and bidding assistance tasks to be completed. It defines deliverables, schedules, and estimated fees for each project phase. This scope does not include contract administration, inspection, or related construction services. It is intended that this work will be authorized under a separate task assignment upon completion of project bidding and prior to contract award.

Thank you for this opportunity to continue to be of service. If you have additional questions, or require further assistance, please do not hesitate to call.

Sincerely,
MEAD & HUNT, Inc.

A blue ink signature of Brad T. Blais.

Brad T. Blais, P.E.
Vice President/Client Manager

A blue ink signature of Cassandra Cissell.

Cassandra "Casey" Cissell, P.E.
Project Manager

BTB/CMC:mg

Attachments: Scope of Services and Fee Estimate
Figure #1

**CITY OF DELAND
SCOPE OF SERVICES
FOR
DELAND DOWNTOWN RELIEF STATION
DESIGN, PERMITTING AND BIDDING ASSISTANCE**

The Task Order is in conformance with the Agreement for Consulting Services dated November 20, 2023, between the City of DeLand (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

This project involves planning, survey, Geotech, environmental assessments, design, permitting and bidding assistance for the proposed Downtown Relief Station. The project consists of the following elements:

- Triplex submersible pump station with precast wetwell
- Electrical and equipment
- Permanent emergency standby diesel backup pump
- Odor Control Unit
- Access drive
- Associated site fencing and landscaping
- +/-4,000LF of 12-inch Force Main

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Coordination

MEAD & HUNT'S Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated 10-month project duration. The PM will manage the development of project work and subconsultant efforts.

Project Kick-Off Meeting

MEAD & HUNT will coordinate and conduct one (1) in-person project kick-off meeting with the project team and OWNER staff to review project goals, scope of work, team member roles, lines of communication, project schedule and administrative processes. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute it to the attendees.

Quality Assurance / Quality Control

MEAD & HUNT will implement, and the PM will monitor, a quality assurance and control process, which includes independent technical review of project technical work products before their submission to the OWNER.

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary

PHASE 2 – DATA COLLECTION AND SITE RECONNAISSANCE

Subconsultant Work Coordination

MEAD & HUNT will coordinate with the subconsultants to manage and implement the Project. This phase includes up to two (2) internal project collaboration meetings between MEAD & HUNT and its subconsultants to coordinate and implement work efforts. The subconsultants that will be part of the project team are detailed in Subconsultants and Reimbursables Phase below.

Subsurface Utility Engineering (SUE) Coordination

MEAD & HUNT will submit for a design ticket with Sunshine 811 to determine the existing utility owners in the area of the proposed improvements.

Utility Coordination

MEAD & HUNT will coordinate with existing utilities along the project route by submission of 60% electronic construction drawings to all utility companies identified by the Sunshine 811 Design Ticket and request markups of existing facilities and resolution of any estimated conflicts with the proposed improvements. MEAD & HUNT will discuss the potential conflicts with the utility company representatives to coordinate the relocation needs as needed. MEAD & HUNT will add information to the construction drawings based on the received utility markups and planned relocation

Site Reconnaissance

MEAD & HUNT will conduct up to three (3) site visits to verify existing conditions and collect photographic and other data collection needed for the design.

PHASE 3 – PRELIMINARY DESIGN

Preliminary Design Report

MEAD & HUNT will prepare a draft Preliminary Design Report (PDR). The PDR will include the following: project understanding and goals, design alternatives, site location, wetwell sizing, pump sizing, site layout and planning level engineer's opinion of probable construction cost (EOPCC), and confirmation of project permitting requirements.

A draft PDR will be submitted to the OWNER for review and comment. It is assumed the OWNER will conduct their review in a two-week period. At the end of the Owner's review period, MEAD & HUNT will schedule and attend a draft PDR review meeting.

Deliverables – Preliminary Design

- Draft Preliminary Design Report (electronic PDF format)
- Final Preliminary Design Report (electronic PDF format)

PHASE 4 – PROJECT DESIGN

Task 1 – 60% Design Development

Based on the OWNER's Preliminary Design Phase comments received, MEAD & HUNT will prepare 60% design level drawings and specifications. The OWNER's standard front-end contract documents will be used and coordinated with MEAD & HUNT's technical specifications.

The 60% submittal package will be submitted to the OWNER for review and comment. The submittal will include the items shown in the deliverable section below. It is assumed the OWNER will conduct their review in a two-week period. At the end of the OWNER's review period, MEAD & HUNT will schedule and attend a 60% design review meeting to review the OWNER's comments on the design drawings and specifications.

Deliverables – 60% Design

- 60% Design Drawings (electronic PDF format)
- 60% Specifications (electronic PDF format)
- 60% EOPCC (electronic PDF format)
- 60% Design Review Meeting Summary (electronic PDF format)

Task 3 – 100% Design Development

Based on the OWNER's 60% review comments received, MEAD & HUNT will prepare revised design drawings and specifications to 100% completion. MEAD & HUNT will prepare an updated EOPCC based upon the 100% submittal documents.

The 100% submittal package will be submitted to the OWNER for review and comment. The submittal will include the items shown in the deliverable section below.

Deliverables – 100% Design

- 100% Design Drawings (electronic PDF format)
- 100% Specifications (electronic PDF format)
- 100% EOPCC (electronic PDF format)

PHASE 5 – PERMITTING ASSISTANCE

MEAD & HUNT shall prepare and submit permit applications for the project as detailed below. All permit fees will be paid by MEAD & HUNT. Certifications of Completion (COC) with respective permitting agencies are not included in this phase.

Environmental Resources Permit

MEAD & HUNT will attend up to one (1) pre-application meeting with FDEP to discuss permitting requirements. MEAD & HUNT will prepare an agenda and meeting summary. After the pre-application meeting, necessary revisions to the design recommendations will be reviewed with the OWNER and incorporated into the design documents.

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 100% design has been reviewed and accepted by the OWNER.

MEAD & HUNT will respond to up to two (2) requests for additional information (RAI) as part of the permit application process.

FDEP Wastewater Collection System Permit

MEAD & HUNT will attend up to one (1) pre-application meeting with FDEP to discuss permitting requirements. MEAD & HUNT will prepare an agenda and meeting summary. After the pre-application meeting, necessary revisions to the design recommendations will be reviewed with the OWNER and incorporated into the design documents.

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 100% design has been reviewed and accepted by the OWNER.

MEAD & HUNT will respond to up to one (1) Request for Additional Information (RAI) as part of the permit application process.

Site Plan Approval

MEAD & HUNT will attend up to one (1) pre-application meeting with the OWNER's site planning department to discuss site plan requirements. MEAD & HUNT will prepare an agenda and meeting summary for the meeting.

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 100% design has been reviewed and accepted by the OWNER.

FDOT Utility Permit

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 100% design has been reviewed and accepted by the OWNER.

MEAD & HUNT will respond to up to one (1) Request for Additional Information (RAI) as part of the permit application process.

Deliverables – Permitting

- Final Environmental Resource Permit application
- Final FDEP Wastewater Collection System Permit application
- Final Site Plan Approval application
- Final City Right-of-Way Permit application
- Final FDOT Right-of-Way Permit application

PHASE 6 – BIDDING ASSISTANCE SERVICES

The OWNER will be responsible for the overall solicitation for construction bids process, including any legal review of the bidding and contract documents (Division 0) and verifying compliance with OWNER purchasing and contract policies (Division 0 and 1). The OWNER will also be responsible for request for bid advertisements, distribution of bidding documents, prebid meeting, and bid opening. MEAD & HUNT will provide the following:

Bidding and Contract Documents

MEAD & HUNT will utilize OWNER supplied templates, bid number and dates (advertisement, prebid, bidder question deadline and bid opening) to prepare draft bidding and contract documents as Divisions 0 and 1 of the Project Manual and submit such to the OWNER's finance/purchasing/clerk for review. Upon receipt of the OWNER's review comments, MEAD & HUNT will prepare final bidding and contract documents and assemble the entire Project Manual and submit the Project Manual and Construction Drawings (denoted as bid set) in electronic format to the OWNER's finance/purchasing/clerk staff. The OWNER will be responsible for distributing bidding documents to interested parties.

Pre-Bid Meeting

MEAD & HUNT will attend an in-person pre-bid meeting and present the project scope/intent; construction contract duration; design and permitting highlights and any special/supplemental conditions specific to the project.

Addenda

MEAD & HUNT will respond to potential bidders' questions during the bid period. MEAD & HUNT will prepare suggested responses and provide the OWNER with a draft addendum for review. This scope of

services assumes one (1) addendum will be completed. The OWNER shall be responsible for distribution of addenda.

Bid Review and Recommendation of Award

Upon receipt of copies of the received bid documents from the OWNER, MEAD & HUNT will review bids for completeness and conformance with technical requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience. MEAD & HUNT will prepare a tabulation of received bid prices, including unit prices, if applicable, and verify extended values and total. MEAD & HUNT will also review submitted pricing for imbalances and other disparities. Based on that review, MEAD & HUNT will submit to the OWNER the bid tabulation and a recommendation of award.

Deliverables – Bidding Services

- Bid Set Plans and Specifications
- Addenda to bid documents
- Bid Tabulation
- Recommendation of award

PHASE 7 – SUBCONSULTANTS AND REIMBURSABLES

Items under this phase include out-of-pocket direct job expenses such as reproductions, postage, etc. It is assumed permit application fees will be paid by the OWNER. Items included in this phase will be billed at actual cost +10%.

Geotechnical – Soil borings will be performed by a qualified subconsultant. This will be billed at actual cost plus 10%.

Survey – The design survey shall include the entire pump station site and will be performed by a licensed surveyor. An allowance has been included in the cost estimate. This will be billed at actual cost plus 10%.

Environmental Assessment – An environmental assessment will be performed by a qualified subconsultant. This will be billed at actual cost plus 10%.

EXCLUSIONS

This scope of services excludes all items not specifically described herein.

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete	Starting upon
<i>Phase 1 – Project Management</i>	<i>300 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 2 – Data Collection and Site Reconnaissance</i>	<i>30 days</i>	<i>Kick-off Meeting</i>
<i>Phase 3 – Preliminary Design</i>	<i>60 days</i>	<i>Completion of data collection and reconnaissance</i>
<i>Phase 4 – Project Design</i>	<i>180 days</i>	<i>Receipt of Survey</i>
<i>Phase 5 – Permitting Assistance</i>	<i>60 days</i>	<i>Client approval of 100% Design</i>
<i>Phase 6 – Bidding Assistance Services</i>	<i>30 days</i>	<i>Client approval of Bid Documents</i>

The above timeframes *do not* include OWNER and agency review time.

COMPENSATION

The not-to-exceed cost for this Scope of Services is **\$279,352.20**.

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
<i>Phase 1 – Project Management</i>	<i>\$15,108.40</i>	<i>Lump Sum</i>
<i>Phase 4 – Data Collection and Site Reconnaissance</i>	<i>\$9,295.00</i>	<i>Lump Sum</i>
<i>Phase 3 – Preliminary Design</i>	<i>\$31,377.40</i>	<i>Lump Sum</i>
<i>Phase 4 – Project Design</i>	<i>\$139,990.80</i>	<i>Lump Sum</i>
<i>Phase 5 – Permitting</i>	<i>\$23,952.80</i>	<i>Lump Sum</i>
<i>Phase 6 – Bidding Services</i>	<i>\$11,227.80</i>	<i>Lump Sum</i>
<i>Subtotal</i>	<i>\$230,952.20</i>	
<i>Phase 7 – Subconsultants/Reimbursables</i>	<i>\$48,400.00</i>	<i>Actual cost + 10%</i>
<i>TOTAL</i>	<i>\$279,352.20</i>	

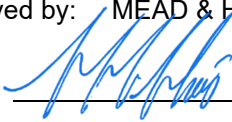
AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by: CITY OF DELAND

Approved by: MEAD & HUNT, INC.

By: _____

By:  _____

Name: _____

Name: Brad T. Blais, PE

Title: _____

Title: Vice President/Client Manager

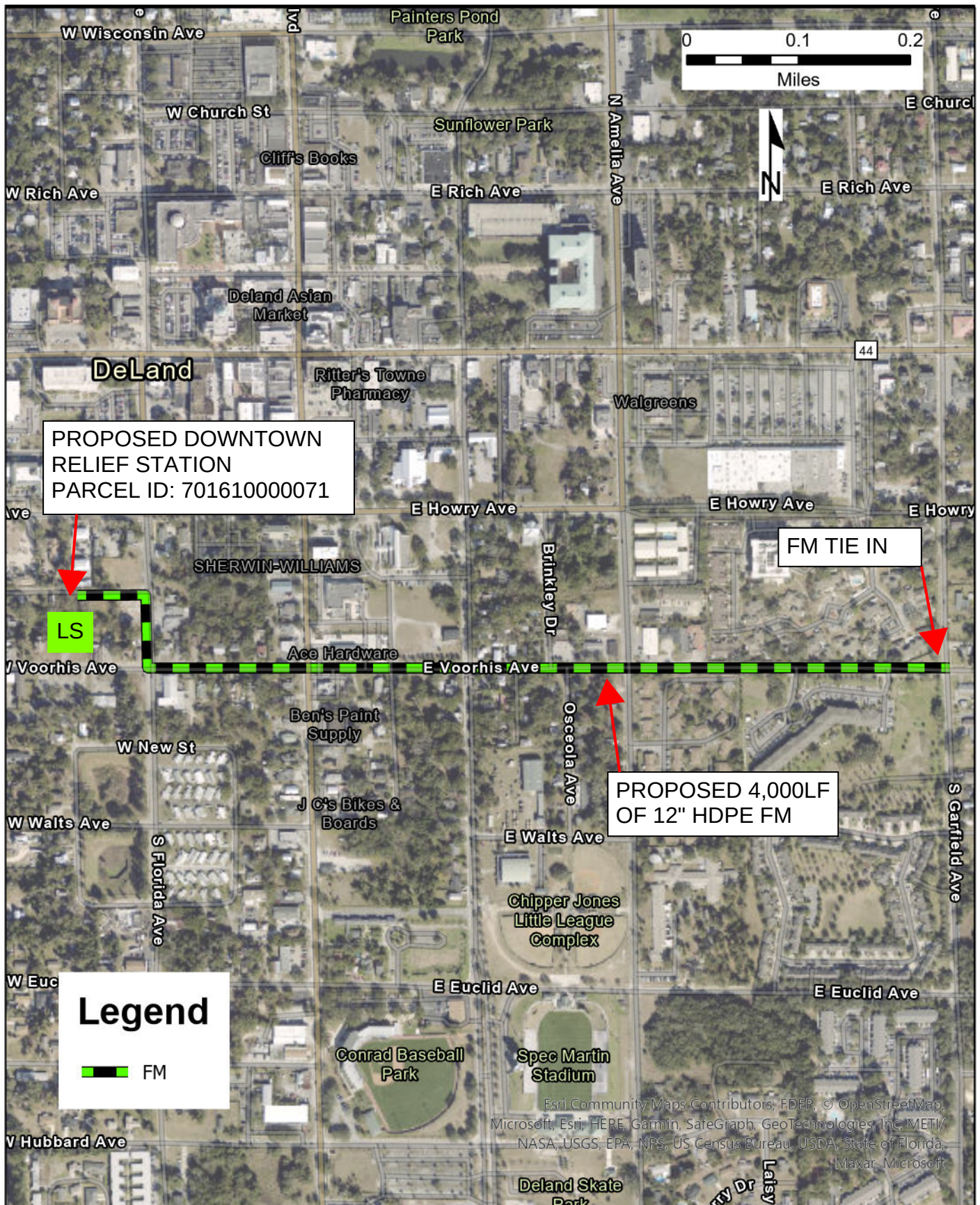
*The above person is authorized to sign for Client
and bind the Client to the terms hereof.*

Date: _____

Date: March 12, 2025

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN
INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT
BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION
OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY
TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE
CUSTODIAN OF PUBLIC RECORDS AT OWNER HALL, OWNER OF DELAND, 120 SOUTH FLORIDA
AVENUE, DELAND, FL 32720, City Clerk, Julie A. Hennessy, MMC (386) 626-7130,
Hennessy@deland.org.



CITY OF DELAND
Request for Commission Action
April 7, 2025

SUBJECT: Consideration re Amendment No.3 for the Wiley M. Nash WRF Upgrades and Improvements Project.

DEPARTMENT: Utilities

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

ATTACHMENTS: Change Order 3 Exhibit E

APPROVED BY: Michael Pleus, City Manager, April 1, 2025

SUMMARY/HIGHLIGHT:

Wharton-Smith, Inc began initial Construction Manager at Risk (CMAR) services for the construction and upgrade of the Wiley M. Nash WWTP Expansion project in FY 21-22. The project is currently on track with construction and budget. Mead & Hunt, who has served as our grant manager for this project, recently notified us that the FDEP is requesting the addition of an exhibit to our grant, and subsequently, our contract with Wharton-Smith.

Attached to this RCA is the Exhibit E attachment 8 that needs to be included in our contract. It should have been included in the original grant documents due to American Rescue Plan Act (ARPA) monies being used to fund the grant. The Florida Department of Environmental Protection (FDEP) has agreed that an amendment including the Attachment 8 will satisfy the requirement. Both Wharton Smith and Mead & Hunt have signed off on this.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Infrastructure

FISCAL IMPACT:

Approval of Amendment No. 3 will not have any monetary impact, but will hold up reimbursement to the city till approved.

RECOMMENDATION:

Staff recommends that the City Commission approve Amendment No. 3, adding Exhibit E attachment 8 to the Construction contract with Wharton-Smith.

BACKGROUND/DISCUSSION:

This is a condition of the State Revolving Fund (SRF) that is providing the loan for construction of the plant.

CHANGE ORDER FORM

Project: ***CITY OF DELAND***
WILEY M NASH WRF UPGRADES & IMPROVEMENTS
CITY# 22-02

CHANGE ORDER NO. 3

DATE OF ISSUANCE: March 19, 2025 CONTRACTOR: Wharton-Smith, Inc.

EFFECTIVE DATE: DATE OF EXECUTION

OWNER'S PROJECT PO:

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price \$79,241,246.00	CHANGE IN CONTRACT TIMES: Original Contract Times Substantial Completion: 1005 days – Aug 4, 2026 Final Completion: + 30 days – Sept 3, 2026
Net changes from previous Change Orders (\$262,286.00)	Net change from previous Change Orders 0
Contract Price prior to this Change Order <u>\$78,978,960.00</u>	Contract Times prior to this Change Order Substantial Completion days – 1005 Aug 4, 2026 Final Completion: + 30 days – Sept 3, 2026
Net Increase (decrease) of this Change Order \$ 0	Net Increase (decrease) of this Change Order 0
Contract Price with all approved Change Orders \$78,978,960.00	Contract Times with all approved Change Orders Substantial Completion: 1005 days – Aug 4, 2026 Final Completion: + 30 days – Sept 3, 2026

CHANGES ORDERED:

- I. GENERAL: This change order is necessary to cover changes in the work to be performed under this Contract.

The change in price and/or delivery date described, is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of the modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

- II. REQUIRED CHANGES:

CONTRACT PRICE: The contract price is hereby increased by \$0

CONTRACT TIME: The contract time is hereby increased/decreased by 0 days.

- III. JUSTIFICATION:

CONTRACT PRICE: A no cost change order for Wharton Smith is required for the Water Quality Improvement Grant provided by FDEP. This is necessary due to the grant being funded using American Rescue Plan Act (ARPA) monies the state received from federal government. An internal audit of FDEP showed attachment 8 should have been included in the grant and contract documents. FDEP has agreed a change order including attachment 8 in the existing contracts as it will meet the SRF requirements. No further requirement will be added.

CONTRACT TIME: No additional contract time is requested.

- IV. PAYMENT: Payment shall be made at the unit cost shown in the contractor's proposal upon successful completion of such work per the contract.

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and,

The change in price and/or delivery date described, is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of the modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein.

RECOMMENDED BY:

Mead & Hunt
(Engineer)

By: _____
(Authorized Signature) (Date)

Brad Blais, P.E.

ACCEPTED BY:

Wharton Smith, Inc.
(Contractor)

(Authorized Signature) (Date)

APPROVED BY:

(Owner)

By: _____
(Authorized Signature) (Date)

EXHIBIT E

ATTACHMENT 8

Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, 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.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the

Attachment 8

2 of 6

Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding \$100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

- i. Grantees who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to Federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all

employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving Federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the Non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

- i. Projected/actual construction start date (month/year)
- ii. Projected/actual initiation of operation date (month/year)
- iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION

For infrastructure projects over \$10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

- i. The number of employees of contractors and sub-contractors working on the project;
- ii. The number of employees on the project hired directly and hired through a third party;
- iii. The wages and benefits of workers on the project by classification; and
- iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

- i. How the Grantee will ensure the project has ready access to a sufficient supply of

appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

- ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
- iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
- iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
- v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts:

- i. National Pollutant Discharge Elimination System (NPDES) Permit Number
- ii. Public Water System (PWS) ID number
- iii. Median Household Income of service area
- iv. Lowest Quintile Income of the service area

CITY OF DELAND
Request for Commission Action
April 7, 2025

SUBJECT: Consideration re Change Order No. 1 to the Lift Station No. 79 Rehabilitation Project.

DEPARTMENT: Utilities

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

ATTACHMENTS: DE Lift Station 79 - Change Order #1 for City Execution, 8in Page from CITY OF DELAND LIFT STATION 79 REHABILITATION (REVISED), 6in Page from Core&Main LS 79 REHAB, Change Order 1 US water

APPROVED BY: Michael Pleus, City Manager, April 1, 2025

SUMMARY/HIGHLIGHT:

US Water Services Corporation was awarded the Lift Station #79 Rehabilitation project on June 3, 2024 and issued an NTP on 12/23/2024 to begin construction in early 2025. As part of the submittal process, staff from US Water Services submitted a Request for Information (RFI) to the Engineer, Mead & Hunt, to inquire about upsizing the stainless-steel valve assembly from 6 inch to 8 inch and provided a cost increase of a substantial amount.

The RFI was tentatively approved by both Mead & Hunt and the City, as it is necessary to the proper operation of the project. Efforts were made to minimize the financial impact to the City, resulting in a selection of epoxy coated gate valves instead of stainless-steel plug valves as originally suggested. The required change in valving resulted in a much lower price. The attached change order provides a cost breakdown between the 6-inch assembly and the 8-inch assembly for review.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Infrastructure

FISCAL IMPACT:

A total of \$2,122,169.00 was included in the FY 23-24 budget for this project. Award to the lowest bidder, US Water Services Corp, resulted in an obligation of \$1,451,659.00. Approval of Change Order No. 1 will result in an additional obligation of \$22,071.89 to the bid amount above, bringing the total project cost to \$1,473,730.80. Funds are available in the project account to cover this expense.

RECOMMENDATION:

Staff recommends that the City Commission approve Change Order No.1 in the amount of \$22,071.89.

BACKGROUND/DISCUSSION:

This is a critical master lift station that handles all of the wastewater in the southern portion of our Utility

service area on Orange Camp Road and is undergoing a much needed upgrade of all machinery and piping onsite.

CHANGE ORDER FORM

Project: ***CITY OF DELAND
LIFT STATION 79
CITY# 24-08***

CHANGE ORDER NO. 1

DATE OF ISSUANCE: 3-12-2025 CONTRACTOR: U.S. Water Services Corp.

EFFECTIVE DATE: Date of City execution

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES: NTP 12/23/24
Original Contract Price	Original Contract Times
\$1,451,659.00	Substantial Completion: 180 days – June 21, 2025 Final Completion: + 30 days – July 21, 2025
Net changes from previous Change Orders	Net change from previous Change Orders
\$0	0 Days
Contract Price prior to this Change Order	Contract Times prior to this Change Order
\$1,451,659.00	Substantial Completion: 180 days – June 21, 2025 Final Completion: + 30 days – July 21, 2025
Net Increase (decrease) of this Change Order	Net Increase (decrease) of this Change Order
\$22,071.89	0
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
\$1,473,730.89	Substantial Completion: 180 days – June 21, 2025 Final Completion: + 30 days – July 21, 2025

CHANGES ORDERED:

- I. GENERAL: This change order is necessary to cover changes in the work to be performed under this Contract.

The change in price and/or delivery date described, is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of the modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

II. REQUIRED CHANGES:

CONTRACT PRICE: The contract price is hereby increased by \$22,071.89

CONTRACT TIME: The contract time is hereby increased by 0 days.

III. JUSTIFICATION:

CONTRACT PRICE: Due to the increase in size of the valve assembly as per highlighted sections on the revised plans (attached), an increase of price to accommodate the upscale from 6" valve assemblies to 8". This change order is substituting the 8" plug valves of the revised plans with 8" epoxy coated gate valves for a more price effective solution. See attached cost proposal from contractor dated 3/3/25.

CONTRACT TIME: No additional time requested.

- IV. PAYMENT: Line item(s) will be added to schedule of values and payment/credit for such will be paid with percentage complete of original contract/schedule of value pay item via monthly pay requests

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and,

The change in price and/or delivery date described, is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of the modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein.

RECOMMENDED BY:

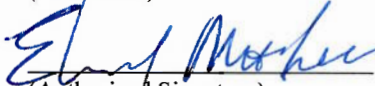
Mead & Hunt
(Engineer)

By:  3/13/25
(Authorized Signature) (Date)

Noah Adamoski, P.M.

ACCEPTED BY:

U.S. Water Services Corp.
(Contractor)

 3/12/2025
(Authorized Signature) (Date)

Edward Mitchell, VP

APPROVED BY:

(Owner)

By: _____
(Authorized Signature) (Date)



Water and Wastewater Utility Operations, Maintenance, Engineering, Management

Change Order Request/Proposal 001REV

March 3, 2025

To The City of Deland Utilities (and corresponding engineers),

Due to the increase in size of the valve assembly as per the highlighted sections on the revised plans (attached), we are requesting a change order for an increase of price to accommodate the upscale from 6-inch valve assemblies to 8-inch. This revised Change Order is substituting the 8" plug vales of the revised plans with 8" epoxy coated gate valves for a more price effective solution.

Along with the material costs with the contractual agreement of 15% mark-up, the associated labor needed to accommodate the changes are reflected in the price as well. The increase in the total project amount will affect our Bonding which will need to be compensated for also. This is mandated by our corporate office and no exceptions can be made.

Please see the chart below for the listed items and the total change order amount.

ITEM NO.	DESCRIPTION	TOTAL COST
1	Piping/Valves/Reducers/Gaskets	
	Materials	\$ 19,127.89
	Core and Main \$ 48,589.96 (w/tax and 15% mark-up)	
2	Labor	
	(3) guys, (8) hours, (1) day	\$ 2,400.00
3	P&P Bond	
	Bond Increase	\$ 544.00
	Total Change Order Amount	\$ 22,071.89

Thank you for your time and consideration of this matter.

Sincerely,

Marcus McConnell

U.S. Water Services Corporation

4939 Cross Bayou Blvd. ≈ New Port Richey ≈ Florida 34652

Ph: 727-848-8292 ≈ Fx: 727-848-7701 ≈ Toll Free: 866-753-8292





Bid Proposal for CITY OF DELAND LIFT STATION 79 REHABILITATION

Bid #: 3530913

Seq#	Qty	Description	Units	Price	Ext Price
900		6" 316SS DISCHARGE			
910		FROM 6" SS FLG TEES			
920		TO 6" MJ 45'S (BURIED)			
930		SHT M-100			
940		ALL SS PIPE PICKLE & PASSIVATE			
950	3	6 316SS SCH40 FLG TEE	EA	1,585.37	4,756.11
960	3	6X2 316SS TAPT BLIND FLG	EA	457.32	1,371.96
970	3	6 FLGXPE SCH40 316SS PIPE 3'	EA	876.48	2,629.44
980	3	6 316SS DISMANTLE JT 6.625 OD	EA	2,868.53	8,605.59
		FORD METER FDJQ-D6Q			
1000	3	6 FLG SS CHK VLV	EA	1,284.03	3,852.09
		SWING, W/L			
		NO SPEC CONTRACTOR VERIFY			
1030	3	6 SS FLG PLUG VLV W/ HW	EA	5,889.53	17,668.59
		NO SPEC			
1050	3	6 FLGXFLG SCH40 316SS PIPE 2'	EA	1,352.95	4,058.85
		W 1/4" NPT TAP			
1070	3	6 316SS SCH40 FLG 90	EA	1,146.35	3,439.05
1080	3	6 FLGXFLG SCH40 316SS PIPE 3'	EA	1,294.12	3,882.36
1090	3	6 FLTFSXPE DI PIPE P401 2' USA	EA	792.39	2,377.17
1100	3	6 FLG STUD KIT	EA	47.55	142.65
1110	27	6 HEX B&N KIT 316SS USA	EA	127.58	3,444.66
1120	30	6X1/8 FLG FF EPDM GASKET	EA	9.29	278.70
1130	3	6 FLG ISOLATION GSKT KIT 150# 316SS WASHERS	EA	131.24	393.72
		APS-ET4PG10DWXG10G1006150			
1160		6" DR18 C900 PVC			
1170		FROM 6" MJ 90'S			
1180		TO 12"X6" MJ WYES			
1190		SHT M-100			
1200	3	6 MJ 45 C153 P401 USA	EA	437.04	1,311.12
1210	20	6 PVC C900 DR18 PIPE (G) 20' GREEN PC235	FT	13.22	264.40
1220	9	6 EBAA 2006PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	68.77	618.93
		USA			
1240		12" C900 PVC - PC235			
1250		FROM 12"X10" MJ RED			
1260		(FROM EMERGENCY BYPASS)			
1270		TO 14"X12" MJ RED			
1280		(TO PIGGING VAULT)			
1290		SHT M-100			
1300	20	12 PVC C900 DR18 PIPE (G) 20' GREEN PC235	FT	46.45	929.00
1310	1	12X10 MJ RED C153 P401 USA	EA	1,169.20	1,169.20
1320	3	12X6 MJ WYE C153 P401 USA	EA	1,795.35	5,386.05
1330	1	14X12 MJ RED C153 P401 USA	EA	1,585.12	1,585.12
1340	1	14 EBAA 2014PEC MEGALUG F/PVC C905 W/EBAA SEAL GSKT ACC USA	EA	236.67	236.67
1350	7	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	159.94	1,119.58
		USA			

*** Quoted By Others

Page 4 of 8

CONTRACTOR TO VERIFY DESIGN OF 10" FM BYPASS - QUOTING ALL MATERIALS AS SHOWN ON C-101

Actual taxes may vary

TOTAL HIGHLIGHTED 64,481.44



Bid Proposal for CITY OF DELAND LIFT STATION 79 REHABILITATION (REVISED)

Bid #: 3988816

Seq#	Qty	Description	Units	Price	Ext Price
880	6	6X1/8 FLG FF EPDM GASKET		EA	9.29 55.74
900		6" 316SS DISCHARGE			
910		FROM 6" SS FLG TEES			
920		TO 8" MJ 45'S (BURIED)			
930		SHT M-100			
940		ALL SS PIPE PICKLE & PASSIVATE			
950	3	8X6 316SS ECC FLG REDUCER		EA	1,195.13 3,585.39
960	3	8 316SS SCH40 FLG TEE		EA	2,067.08 6,201.24
970	3	8X2 316SS TAPT BLIND FLG		EA	1,371.96 4,115.88
980	3	8 FLGXPE SCH40 316SS PIPE 3'		EA	1,103.66 3,310.98
990	3	8 316SS DISMANTLE JT 6.625 OD		EA	5,307.55 15,922.65
		FORD METER FDJQ-D8Q			
1010	3	8 FLG CHK VLV		EA	2,746.35 8,239.05
		SWING, W/L			
		NO SPEC CONTRACTOR VERIFY			
1040	3	8 F6102 FLG RW GV OL HW CLOW GATE VALVE EPOXY COATED		EA	1,926.13 5,778.39
		W/STAINLESS STEEL BOLTS & NUTS			
		NO SPEC			
1060	3	8 FLGXFLG SCH40 316SS PIPE 2'		EA	1,560.98 4,682.94
		W 1/4" NPT TAP			
1080	3	8 316SS SCH40 FLG 90		EA	1,439.03 4,317.09
1090	3	8 FLGXFLG SCH40 316SS PIPE 3'		EA	1,621.96 4,865.88
1100	3	8 FLTFSXPE DI PIPE P401 2' USA		EA	1,090.59 3,271.77
1110	3	8 FLANGE STUD KITS		EA	51.58 154.74
1120	27	8 HEX B&N KIT 316SS USA		EA	195.43 5,276.61
1130	30	8X1/8 FLG FF EPDM GASKET		EA	14.00 420.00
1140	3	8 FLG ISOLATION GSKT KIT 150# 316SS WASHERS		EA	213.00 639.00
		APS-ET4PG10DWXG10G1008150			
1170		8" DR18 C900 PVC			
1180		FROM 8" MJ 90'S			
1190		TO 12"X8" MJ WYES			
1200		SHT M-100			
1210	3	8 MJ 45 C153 P401 USA		EA	621.83 1,865.49
1220	20	8 PVC C900 DR18 PIPE 20' GRN GREEN GSKT PC235		FT	20.38 407.60
1230	9	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC		EA	96.70 870.30
		USA			
1250		12" C900 PVC - PC235			
1260		FROM 12"X10" MJ RED			
1270		(FROM EMERGENCY BYPASS)			
1280		TO 14"X12" MJ RED			
1290		(TO PIGGING VAULT)			
1300		SHT M-100			
1310	20	12 PVC C900 DR18 PIPE (G) 20' GREEN PC235		FT	46.45 929.00
1320	1	12X10 MJ RED C153 P401 USA		EA	1,169.20 1,169.20
1330	3	12X8 MJ WYE C153 P401 IMP		EA	2,033.75 6,101.25

*** Quoted By Others

Page 4 of 9

CONTRACTOR TO VERIFY DESIGN OF 10" FM BYPASS - QUOTING ALL MATERIALS AS SHOWN ON C-101

Actual taxes may vary

TOTAL HIGHLIGHTED 80,026.25



Bid Proposal for CITY OF DELAND LIFT STATION 79 REHABILITATION (REVISED)

Bid #: 3988816

Seq#	Qty	Description	Units	Price	Ext Price
880	6	6X1/8 FLG FF EPDM GASKET		EA	9.29
					55.74
900		6" 316SS DISCHARGE			
910		FROM 6" SS FLG TEES			
920		TO 8" MJ 45'S (BURIED)			
930		SHT M-100			
940		ALL SS PIPE PICKLE & PASSIVATE			
950	3	8X6 316SS ECC FLG REDUCER	EA	1,195.13	3,585.39
960	3	8 316SS SCH40 FLG TEE	EA	2,067.08	6,201.24
970	3	8X2 316SS TAPT BLIND FLG	EA	1,371.96	4,115.88
980	3	8 FLGXPE SCH40 316SS PIPE 3'	EA	1,103.66	3,310.98
990	3	8 316SS DISMANTLE JT 6.625 OD	EA	5,307.55	15,922.65
		FORD METER FDJQ-D8Q			
1010	3	8 FLG CHK VLV	EA	2,746.35	8,239.05
		SWING, W/L			
		NO SPEC CONTRACTOR VERIFY			
1040	3	8 SS FLG PLUG VLV W/ HW	EA	12,941.18	38,823.54
		NO SPEC			
1060	3	8 FLGXFLG SCH40 316SS PIPE 2'	EA	1,560.98	4,682.94
		W 1/4" NPT TAP			
1080	3	8 316SS SCH40 FLG 90	EA	1,439.03	4,317.09
1090	3	8 FLGXFLG SCH40 316SS PIPE 3'	EA	1,621.96	4,865.88
1100	3	8 FLTFSXPE DI PIPE P401 2' USA	EA	1,090.59	3,271.77
1110	3	8 FLANGE STUD KITS	EA	51.58	154.74
1120	27	8 HEX B&N KIT 316SS USA	EA	195.43	5,276.61
1130	30	8X1/8 FLG FF EPDM GASKET	EA	14.00	420.00
1140	3	8 FLG ISOLATION GSKT KIT 150# 316SS WASHERS	EA	213.00	639.00
		APS-ET4PG10DWXG10G1008150			
1170		8" DR18 C900 PVC			
1180		FROM 8" MJ 90'S			
1190		TO 12"X8" MJ WYES			
1200		SHT M-100			
1210	3	8 MJ 45 C153 P401 USA	EA	621.83	1,865.49
1220	20	8 PVC C900 DR18 PIPE 20' GRN GREEN GSKT PC235	FT	20.38	407.60
1230	9	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	96.70	870.30
		USA			
1250		12" C900 PVC - PC235			
1260		FROM 12"X10" MJ RED			
1270		(FROM EMERGENCY BYPASS)			
1280		TO 14"X12" MJ RED			
1290		(TO PIGGING VAULT)			
1300		SHT M-100			
1310	20	12 PVC C900 DR18 PIPE (G) 20' GREEN PC235	FT	46.45	929.00
1320	1	12X10 MJ RED C153 P401 USA	EA	1,169.20	1,169.20
1330	3	12X8 MJ WYE C153 P401 IMP	EA	2,033.75	6,101.25
1340	1	14X12 MJ RED C153 P401 USA	EA	1,585.12	1,585.12

*** Quoted By Others

Page 4 of 9

CONTRACTOR TO VERIFY DESIGN OF 10" FM BYPASS - QUOTING ALL MATERIALS AS SHOWN ON C-101

Actual taxes may vary

TOTAL HIGHLIGHTED 113,071.40



Bid Proposal for CITY OF DELAND LIFT STATION 79 REHABILITATION

Bid #: 3530913

Seq#	Qty	Description	Units	Price	Ext Price
900		6" 316SS DISCHARGE			
910		FROM 6" SS FLG TEES			
920		TO 6" MJ 45'S (BURIED)			
930		SHT M-100			
940		ALL SS PIPE PICKLE & PASSIVATE			
950	3	6 316SS SCH40 FLG TEE	EA	1,585.37	4,756.11
960	3	6X2 316SS TAPT BLIND FLG	EA	457.32	1,371.96
970	3	6 FLGXPE SCH40 316SS PIPE 3'	EA	876.48	2,629.44
980	3	6 316SS DISMANTLE JT 6.625 OD	EA	2,868.53	8,605.59
		FORD METER FDJQ-D6Q			
1000	3	6 FLG SS CHK VLV	EA	1,284.03	3,852.09
		SWING, W/L			
		NO SPEC CONTRACTOR VERIFY			
1030	3	6 SS FLG PLUG VLV W/ HW	EA	5,889.53	17,668.59
		NO SPEC			
1050	3	6 FLGXFLG SCH40 316SS PIPE 2'	EA	1,352.95	4,058.85
		W 1/4" NPT TAP			
1070	3	6 316SS SCH40 FLG 90	EA	1,146.35	3,439.05
1080	3	6 FLGXFLG SCH40 316SS PIPE 3'	EA	1,294.12	3,882.36
1090	3	6 FLTFSXPE DI PIPE P401 2' USA	EA	792.39	2,377.17
1100	3	6 FLG STUD KIT	EA	47.55	142.65
1110	27	6 HEX B&N KIT 316SS USA	EA	127.58	3,444.66
1120	30	6X1/8 FLG FF EPDM GASKET	EA	9.29	278.70
1130	3	6 FLG ISOLATION GSKT KIT 150# 316SS WASHERS	EA	131.24	393.72
		APS-ET4PG10DWXG10G1006150			
1160		6" DR18 C900 PVC			
1170		FROM 6" MJ 90'S			
1180		TO 12"X6" MJ WYES			
1190		SHT M-100			
1200	3	6 MJ 45 C153 P401 USA	EA	437.04	1,311.12
1210	20	6 PVC C900 DR18 PIPE (G) 20' GREEN PC235	FT	13.22	264.40
1220	9	6 EBAA 2006PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	68.77	618.93
		USA			
1240		12" C900 PVC - PC235			
1250		FROM 12"X10" MJ RED			
1260		(FROM EMERGENCY BYPASS)			
1270		TO 14"X12" MJ RED			
1280		(TO PIGGING VAULT)			
1290		SHT M-100			
1300	20	12 PVC C900 DR18 PIPE (G) 20' GREEN PC235	FT	46.45	929.00
1310	1	12X10 MJ RED C153 P401 USA	EA	1,169.20	1,169.20
1320	3	12X6 MJ WYE C153 P401 USA	EA	1,795.35	5,386.05
1330	1	14X12 MJ RED C153 P401 USA	EA	1,585.12	1,585.12
1340	1	14 EBAA 2014PEC MEGALUG F/PVC C905 W/EBAA SEAL GSKT ACC USA	EA	236.67	236.67
1350	7	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	159.94	1,119.58
		USA			

*** Quoted By Others

Page 4 of 8

CONTRACTOR TO VERIFY DESIGN OF 10" FM BYPASS - QUOTING ALL MATERIALS AS SHOWN ON C-101

Actual taxes may vary

TOTAL HIGHLIGHTED 64,481.44

CHANGE ORDER NO. 1

Date: April 7, 2025
Project: Lift Station No. 79 Rehabilitation
Contractor: US Water Services Corporation
4939 Cross Bayou Blvd.
New Port Richey, FL, 34652
Description: Upsizing of valve assembly from 6 inch to 8 inch.

ADJUSTED SCHEDULE OF CONTRACT COSTS

Original Contract Amount.....\$1,451,659.00
This Change Order No. 1\$22,071.89
Adjusted Contract Cost..... \$1,473,730.89

Contract time for substantial completion of all items under original contract shall remain unchanged at this time.

ENGINEER'S CERTIFICATION:

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

Ray Bahrami, P.E.
Deputy Public Service Director

Date

US WATER SERVICES CORPORATION



Edward Mitchell
Vice President

3/28/2025

Date

CITY OF DELAND
Request for Commission Action
April 7, 2025

SUBJECT: Consideration re Award of Bid for Spec Martin Stadium Drainage Improvements.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: Award Recommendation Letter Spec Martin Drainage Improvements, B2504
Tabulation

APPROVED BY: Michael Pleus, City Manager, April 1, 2025

SUMMARY/HIGHLIGHT:

This project consists of stadium drainage improvements which includes but not limited to installation of new gutters, downspouts, storm inlets, trench drains, storm pipes, cleanouts and other miscellaneous structures. New curblineline and chain-link fencing are to be added along the east and west sides of the field. Demolition and replacement of existing pavement are required to install proposed underground structures and erosion and sedimentation control are also included in the scope of this project.

This project was bid in accordance with the City's purchasing procedures including advertisement in the local newspaper and on the internet-based Demand Star system. On March 20, 2025, four bids were received as summarized on the attached bid tabulation. JBI Contractors, LLC of New Smyrna Beach, Florida was the lowest and the most responsible bidder in the amount of \$856,058.81.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The Capital Fund for FY 24/25 includes \$209,015.63 for this project. A future budget amendment will be presented for approval to the City Commission to fund this project from available capital reserves for the additional \$647,043.18.

RECOMMENDATION:

Staff recommends that the City Commission award JBI Contractors, LLC to perform Spec Martin Drainage Improvements project in the amount of \$856,058.81.

BACKGROUND/DISCUSSION:

JBI Contractors, LLC was the contractor working on Old Fire Station 81 Demolition, new parking lot (adjacent to City Hall) and Georgia Avenue Drainage Improvements projects. The City Staff were very happy with JBI's quality of work. JBI also finished the project on time and within budget. CPH Award Recommendation letter is also attached for your reference.



500 West Fulton Street
Sanford, FL 32771
Phone: 407.322.6841
Fax: 407.330.0639

March 26, 2025

Ray Bahrami, P.E., PMP, CPM, CFM
City Engineer
City of DeLand
120 S Florida Ave
DeLand, FL 32720

RE: Spec Martin Stadium Drainage Improvements
CPH Project No. D0942
Award Recommendation Letter

Dear Mr. Bahrami,

Based upon bids received on March 20th for the Spec Martin Stadium Drainage Improvements project, CPH Consulting, LLC has reviewed the bidding information and has the following comments and recommendation for Award of the project:

1. Four (4) bids in total were received from the following contractors:
 - a. JBI Contractors, LLC.
 - b. Legacy Sports Surfacing LLC aka Legacy Sports Construction.
 - c. All State Civil Construction Inc.
 - d. GPS Civil Construction, Inc.
2. All bids were received by the Bid deadline.
3. JBI Contractors, LLC
 - a. Included in the Construction Bid Package:
 - i. **Total Bid Price (\$856,058.81)**
 - ii. Acknowledgement of receipt of Addendum #1
 - iii. Schedule of Values
 - iv. Bid Bond for 5% of the bid
 - v. Non-Collusion Affidavit, Drug-Free Work Place Form, E-Verify Requirement, Human Trafficking Affidavit & Trench Safety Act
 - vi. Contractor's license numbers
 - vii. Completed Articles 1 through 9
 - viii. Completed Schedules A, B & C
 - ix. Statement of Qualifications
 - x. Independent Accountants' Review Report
 - b. Not Included in the Construction Bid Package:
 - i. Subcontractor/Supplier List

4. Legacy Sports Surfacing LLC aka Legacy Sports Construction
 - a. Included in the Construction Bid Package:
 - i. **Total Bid Price (\$979,215.88)**
 - ii. Acknowledgement of receipt of Addendum #1
 - iii. Bid Bond for 5% of the bid (not witnessed)
 - iv. Non-Collusion Affidavit, Drug-Free Work Place Form & Human Trafficking Affidavit
 - b. Not Included in the Construction Bid Package:
 - i. Subcontractor/Supplier List
 - ii. Statement of Qualifications
 - iii. Articles 1 through 9
 - iv. E-Verify Requirement & Trench Safety Act
 - v. Contractor's license numbers
 - vi. Schedule of Values
5. All State Civil Construction Inc.
 - a. Included in the Construction Bid Package:
 - i. **Total Bid Price (\$1,467,291.51)**
 - ii. Acknowledgement of receipt of Addendum #1
 - iii. Schedule of Values
 - iv. Bid Bond for 5% of the bid
 - v. Non-Collusion Affidavit, Drug-Free Work Place Form, E-Verify Requirement, Human Trafficking Affidavit & Trench Safety Act
 - vi. Contractor's license numbers
 - vii. Completed Schedules A, B & C
 - viii. Statement of Qualifications
 - b. Not Included in the Construction Bid Package:
 - i. Articles 1 through 9
 - ii. Subcontractor/Supplier List
6. GPS Civil Construction, Inc.
 - a. Included in the Construction Bid Package:
 - i. **Total Bid Price (\$1,581,959.77)**
 - ii. Acknowledgement of receipt of Addendum #1
 - iii. Schedule of Values
 - iv. Bid Bond for 5% of the bid
 - v. Non-Collusion Affidavit, Drug-Free Work Place Form, E-Verify Requirement, Human Trafficking Affidavit & Trench Safety Act
 - vi. Contractor's license numbers
 - vii. List of subcontractors & partial list of suppliers
 - b. Not Included in the Construction Bid Package:
 - i. Statement of Qualifications
 - ii. Articles 1 through 9



Based upon the review of these documents, JBI Contractors, LLC construction bid was the lowest of the bids. In addition, JBI Contractors, LLC provided all requested Bid documents, except for a list of subcontractors and suppliers.

Recommendation

Based upon these conditions, we recommend JBI Contractors, LLC be awarded the project for their lowest cost.

Please let me know if you have any questions or concerns with my recommendation.

Thank you for the opportunity for CPH to provide our design services.

Kindest regards,

A handwritten signature in black ink that reads 'SK West II'. The signature is stylized, with the first letters of the first and last names being capitalized and prominent.

Sidney K. (Ket) West II, AIA NCARB
Principal Architect
CPH Consulting, LLC

CC: Jacob Dymek (CPH Consulting, LLC)
Larry Wray (CPH Consulting, LLC)



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

BID TABULATION SHEET

Bid Title: Spec Martin Stadium Drainage Improvements

Bid No: B-25-04

OPENING DATE & TIME: March, 2025 @ 3:00 PM

POSTING DATE: March 26, 2025

POSTED BY: Corey McMillen

Vendor	City, State	Bid Price
JBI Contractors, LLC	New Smyrna Beach, FL	\$856,058.81
Legacy Sports Construction	Melbourne, FL	\$979,215.88
All State Civil Construction Inc.	Daytona Beach, FL	\$1,467,291.51
GPS Civil Construction, Inc.	Holly Hill, FL	\$1,581,959.77

Tabulation represents the lowest-responsive bidder and the recommended awardee of the City of DeLand. Bid tabulations are posted to DemandStar at www.demandstar.com & VendorLink at www.vendorlink.com.

CITY OF DELAND
Request for Commission Action
April 7, 2025

SUBJECT: Resolution Approving the Support of Preservation Tax Exempt Municipal Bonds.

DEPARTMENT: City Manager

PREPARED BY: Michael Pleus, City Manager

ATTACHMENTS: Resolution

APPROVED BY: Michael Pleus, City Manager, April 1, 2025

SUMMARY/HIGHLIGHT:

The Florida League of Cities is requesting that all Florida cities adopt the attached Resolution asking the Florida Congressional delegation to support preserving the Federal tax-exempt status of municipal bonds. They are asking that the resolution be sent to the Florida Congressional Delegation.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

N/A

RESOLUTION NO. 2025 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, DECLARING SUPPORT FOR THE PRESERVATION OF THE FEDERAL TAX EXEMPTION OF MUNICIPAL BONDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the tax-exempt municipal bond market is a widely used source of capital for states, local governments, tribes, territories, and non-profit borrowers that finances a tremendous share of the nation's public infrastructure; and

WHEREAS, states and local governments finance about three-quarters of the public infrastructure in the United States and use tax-exempt bonds to do so, with the federal government providing only about one-quarter of the investment; and

WHEREAS, federal tax exemption for municipal bonds, dating back to the 1800s and incorporated into the modern tax code in 1913, has been crucial for state and local governments to affordably finance critical infrastructure projects; and

WHEREAS, tax-exempt bonds offer borrowers to achieve a multiplier effect of 2.11, meaning that for every dollar, borrowers achieve \$2.11 in borrowing cost savings thereby demonstrating the efficiency and effectiveness of this exemption in facilitating infrastructure investment; and

WHEREAS, tax-exempt bonds provide for essential infrastructure projects, such as roads, bridges, utilities, broadband, water and sewer systems, and hospitals, which are vital to the health and well-being of our community such that without such bonds, the cost of borrowing would be more expensive thereby causing an increase in taxes and fees that would place an undue burden on taxpayers; and

WHEREAS, the City Commission of the City of DeLand finds and determines that tax-exempt municipal bonds provide an opportunity for economic development along its path, better facilitate the movement of agriculture products, equipment, and other goods, and increase safety.

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

Section 1. The City Commission for the City of DeLand hereby encourages the Florida Congressional Delegation to assist the City of DeLand, Florida, by preserving the tax-exempt status of municipal bonds by supporting and ensuring the protection of the federal tax exemption of municipal bonds.

Section 2. The City Commission directs the City Manager to furnish copies of this Resolution to all members of the Florida Congressional Delegation.

PASSED AND DULY ADOPTED this 7th day of April, 2025.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

CITY OF DELAND
Request for Commission Action
April 7, 2025

SUBJECT: Consideration re Acceptance of Right-of-Way on McDonald Avenue.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Warranty Deed , Partial Release of Mortgage - City of DeLand ORB 8569 Page 4 ,
Partial Release of Mortgage - City of DeLand ORB 8569 Page 30

APPROVED BY: Michael Pleus, City Manager, April 1, 2025

SUMMARY/HIGHLIGHT:

The City required a developer to convey to the City a portion of its property fronting on McDonald Avenue for right-of-way. This was done in order to widen the right-of-way in that location to be consistent with the right-of-way width to the south. No road widening is taking place. The developer has executed the deed for the right-of-way dedication, and the City Commission needs to formally accept the conveyance before the deed can be recorded in the public records to consummate the transfer.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There is a minimal fiscal impact to the city in the cost of recording the Partial Release of Mortgage and Warranty Deed.

RECOMMENDATION:

It is recommended that the City Commission approve the recording of the attached warranty deed.

BACKGROUND/DISCUSSION:

The City has obtained a warranty deed from the developer over a portion of property owned by Flex Builders Group DeLand, LLC for a right of way on McDonald Avenue. The City has also obtained a partial release of mortgage relating to the portion of the property which is the right of way because the property had a mortgage on the property. The final step is for the City to record the warranty deed and partial release of mortgage in order to perfect the notice of its easement.

This instrument prepared by:

Darren J. Elkind, Esquire
Paul, Elkind, Branz & Paul, LLP
142 E. New York Avenue
DeLand, Florida 32724

Parcel ID No.: 7003-00-00-0040

WARRANTY DEED

This indenture, made this 13th day of March, A.D. 2025, between FLEX BUILDERS GROUP DELAND, LLC, a Florida limited liability company, whose post office address is 7601 Blue Quail Lane, Orlando, FL 32835, party of the first part, and the CITY OF DELAND, a Florida municipal corporation, whose address is 120 South Florida Avenue, DeLand, FL 32720, party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, and other good and valuable considerations to it in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors and assigns forever, the following described land, situate, lying and being in the County of Volusia, State of Florida, to-wit:

See Exhibit "A" attached hereto.

And the said party of the first part does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the party of the first part has caused this WARRANTY DEED to be executed as of the day and year first above written.

Signed, sealed and delivered
in our presence:

FLEX BUILDERS GROUP DELAND, LLC
a Florida limited liability company

Kelly McFarland
Witness
Printed Name: Kelly McFarland
Address: 201 N. New York Ave Ste 100
Winter Park Fl. 32789

By: [Signature]
Name: SIRAJ Aghayev
Its: Owner

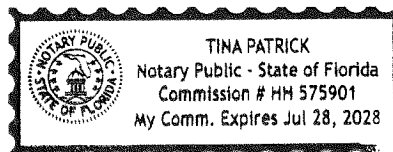
Debbie Snipes
Witness
Printed Name: Debbie Snipes
Address: 201 N. New York Ave Ste 100
Winter Park Fl. 32789

STATE OF FLORIDA
COUNTY OF VOLUSIA Orange

The foregoing Warranty Deed was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of March, 2025, by Siraj Aghayev as owner who is ☒ personally known to me or who produced _____ as identification.

(SEAL)

[Signature]
Notary Public, State of Florida
Printed Name: Tina Patrick
My Commission Expires:



A

A horizontal line with segments labeled R/W and a central hatched area.

SOUTHERLY RIGHT-OF-WAY-

<i>LINE TABLE</i>		
<i>LINE #</i>	<i>BEARING</i>	<i>DISTANCE</i>
<i>L1</i>	<i>N 89°16'24" E</i>	<i>45.00'</i>
<i>L2</i>	<i>S 89°12'07" W</i>	<i>45.00'</i>

N 01°41'34" W 309.91'

~~TOTAL AREA~~

S 01°11'34" E 309.85'

—COUNTY MAINTAINED R/W PER ROAD
HELPER SURVEY BY: BOWYER-SINGLETON
& ASSOC. DATED: OCTOBER 13, 2006



GRAPHIC SCALE

1" = 60'

WEST LINE OF THE SOUTHEAST 1/4 OF
THE NORTHWEST 1/4 OF THE —
NORTHWEST 1/4, SECTION 3, TOWNSHIP
17 SOUTH, RANGE 30 EAST

HEATHER GLEN
PB. 43, PG 21
VOLUSIA COUNTY, FLORIDA

LOT 16

LOT 15

MCDONALD AVENUE
(R/W WIDTH VARIES)

L2

EAST LINE OF
HEATHER GLEN

WEST LINE OF
WATERFORD
LAKES UNIT ONE

SOUTH LINE OF THE SOUTHEAST 1/4
OF THE NORTHWEST 1/4 OF THE
NORTHWEST 1/4, SECTION 3, —
TOWNSHIP 17 SOUTH, RANGE 30 EAST

WATERFORD LAKES UNIT ONE
PB. 49, PGS 66-72
VOLUSIA COUNTY, FLORIDA
TREE PRESERVATION
AREA No. 6

NOT A SURVEY

SHEET 1 OF 2

**SEE SHEET 2 OF 2 FOR
CERTIFICATION AND
SURVEYOR'S SIGNATURE**

LOCATION No: 17-30-03

PROJECT No: 240508

DATE: 06/19/2024

CHECKED BY: JMB

DRAFTED BY: JAE

SKETCH



CIVIL ENGINEERING-SURVEYING-LANDSCAPE ARCHITECTURE
265 Kenilworth Avenue • Ormond Beach • Florida 32174
Voice: 386.672.9515 • Fax: 386.673.6554 • uphaminc.com
LB # 0003612 LC # 0000357

DESCRIPTION:

A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 30 EAST, LYING SOUTH OF U.S. HIGHWAY 92, VOLUSIA COUNTY, FLORIDA.

BEGIN AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF US. HIGHWAY No. 92, ALSO KNOWN AS INTERNATIONAL SPEEDWAY BOULEVARD, A VARIABLE WIDTH RIGHT-OF-WAY AND THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 30 EAST, THENCE RUN ALONG SAID SOUTH RIGHT-OF-WAY LINE, N 89°16'24" E FOR A DISTANCE OF 45.00 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, S 01°41'34" E FOR A DISTANCE OF 309.85 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 30 EAST; THENCE ALONG SAID SOUTH LINE S 89°12'07" W FOR A DISTANCE OF 45.00 FEET TO A POINT ON THE AFORESAID WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 30 EAST; THENCE ALONG SAID LINE N 01°41'34" W FOR A DISTANCE OF 309.91 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION CONTAINS 0.320± ACRES MORE OR LESS.

GENERAL NOTES:

1. BEARINGS DENOTED (SP) AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE GRID, NORTH AMERICAN DATUM OF 1983 (NAD83) WITH 2011 ADJUSTMENT AS DERIVED FROM THE LENGEMANN NETWORK, A TOPCON GNSS NETWORK. AS A REFERENCE FOR THIS SURVEY, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF US. HIGHWAY NO. 92 HAS A BEARING OF (N 89°16'24" E).

ABBREVIATIONS / LEGEND

INC... INCORPORATED
L... LINE
LB... LICENSED BUSINESS
PG... PAGE(S)
PB... PLAT BOOK
PSM... PROFESSIONAL SURVEY MAPPER
R/W... RIGHT-OF-WAY

NOT A SURVEY

SHEET 2 OF 2

THE FOREGOING SKETCH AND DESCRIPTION IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, EFFECTIVE DATE JULY 1, 2018, AS PURSUANT TO SECTION 5J-17.051, FLORIDA ADMINISTRATIVE CODE. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, FLORIDA ADMINISTRATIVE CODE 5J-17.062 (2)

Michael
E. Awad

Digitally signed by
Michael E. Awad
Date: 2024.06.19
08:41:38 -04'00'

BY:

MICHAEL E. AWAD PSM No. 5574

LOCATION No: 17-30-03

PROJECT No: 240508

DATE: 06/19/2024

CHECKED BY: JMB

DRAFTED BY: JAE

DESCRIPTION

UPHAM
CIVIL ENGINEERING-SURVEYING-LANDSCAPE ARCHITECTURE
265 Kenilworth Avenue • Ormond Beach • Florida 32174
Voice: 386.672.9515 • Fax: 386.673.6554 • uphaminc.com
LB # 0003612 LC # 0000357

THIS ITEM HAS BEEN SIGNED AND SEALED ON THE DATE AND TIME AS SHOWN HEREON; WHEN SIGNED AND SEALED BY AN ELECTRONIC SIGNATURE, PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED AND THE SIGNATURE & SEAL MUST BE VERIFIED ON ALL ELECTRONIC COPIES.

Prepared by and returned to:
Darren J. Elkind, Esquire
Paul, Elkind, Branz & Paul, LLP
142 E. New York Avenue
DeLand, FL 32724

PARTIAL RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, FLEX BUILDER INVESTMENTS, LLC, a Florida limited liability company, ("Mortgagor"), mortgaged real property by a mortgage bearing the date of the 6th day of June, 2024, and recorded in Official Records Book 8569, Page 4, of the Public Records of Volusia County, Florida, to secure the payment of the original sum of One Million and 00/100 Dollars (\$1,000,000.00) ("Mortgage") in favor of Winter Park National Bank, a national banking association ("Mortgagee"); and

WHEREAS, Mortgagor has requested the Mortgagee to release the premises hereinafter described, being part of the property encumbered by the Mortgage, from the lien and operation of the Mortgage.

NOW THEREFORE, Mortgagee in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it paid by the Mortgagors at the time of the execution hereof, the receipt whereof is hereby acknowledged, does remise, release, quitclaim, exonerate and discharge from the lien and operation of said mortgage unto the said Mortgagors, their heirs and assigns, all that piece, parcel or tract of land, being a part of the premises conveyed by said mortgage to wit:

A PORTION OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 30 EAST, LYING SOUTH OF HIGHWAY 92, VOLUSIA COUNTY, FLORIDA.

BEGIN AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF US. HIGHWAY NO. 92, ALSO KNOWN AS INTERNATIONAL SPEEDWAY BOULEVARD, A VARIABLE WIDTH RIGHT-OF-WAY AND THE WEST LINE OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 30 EAST, THENCE RUN ALONG SAID SOUTH RIGHT-OF-WAY LINE, N 89°16'24" E FOR A DISTANCE OF 45.00 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, S 01°41'34" E FOR A DISTANCE OF 309.85 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ SECTION 3, TOWNSHIP 17 SOUTH, RANGE 30 EAST; THENCE ALONG SAID SOUTH LINE S 89°12'07" W FOR A DISTANCE OF 45.00 FEET TO A POINT ON THE AFORESAID WEST LINE OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 30 EAST; THENCE ALONG SAID LINE N 01°41'34" W FOR A DISTANCE OF 309.91 FEET

TOWNSHIP 17 SOUTH, RANGE 30 EAST; THENCE ALONG SAID LINE N 01°41'34" W FOR A DISTANCE OF 309.91 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION CONTAINES 0.320± ACRES MORE OR LESS.

TO HAVE AND TO HOLD the same, with the appurtenances, unto the said Mortgagor, its heirs and assigns forever, freed, exonerated and discharged of and from the lien of said mortgage, and every part thereof; Provided always, nevertheless, that nothing herein contained shall in anywise impair, alter or diminish the effect, lien or encumbrance of the aforesaid Mortgage on the remaining part of said mortgaged premises not hereby released therefrom, or any of the rights and remedies of the holder thereof.

IN WITNESS WHEREOF, the said Mortgagee has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, this 30th day of January, 2025.

WINTER PARK NATIONAL BANK, a national banking association

[Signature]
Witness Print Name: Givens, A. Cross
Address: 211 W. New York Ave W.P. FL

By: [Signature]
Printed Name: DAVID B. BOTHERN
Title: CEO

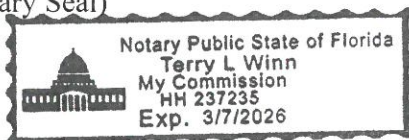
[Signature]
Witness Print Name: Deborah U. Snipes
Address: 201 W. New York Ave Winter Park, FL

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 30th day of January, 2025, by David B. Bothern, as CEO of Winter Park National Bank, who ☒ is personally known to me or ☐ produced a driver's license _____, as identification, and who did ☐ or did not ☐ take an oath.

[Signature]
Notary Public/State of Florida

(Notary Seal)



Prepared by and returned to:
Darren J. Elkind, Esquire
Paul, Elkind, Branz & Paul, LLP
142 E. New York Avenue
DeLand, FL 32724

PARTIAL RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, FLEX BUILDER INVESTMENTS, LLC, a Florida limited liability company, ("Mortgagor"), mortgaged real property by a mortgage bearing the date of the 6th day of June, 2024, and recorded in Official Records Book 8569, Page 30, of the Public Records of Volusia County, Florida, to secure the payment of the original sum of One Million and Five Hundred Thousand 00/100 Dollars (\$1,500,000.00) ("Mortgage") in favor of Winter Park National Bank, a national banking association ("Mortgagee"); and

WHEREAS, Mortgagor has requested the Mortgagee to release the premises hereinafter described, being part of the property encumbered by the Mortgage, from the lien and operation of the Mortgage.

NOW THEREFORE, Mortgagee in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it paid by the Mortgagors at the time of the execution hereof, the receipt whereof is hereby acknowledged, does remise, release, quitclaim, exonerate and discharge from the lien and operation of said mortgage unto the said Mortgagors, their heirs and assigns, all that piece, parcel or tract of land, being a part of the premises conveyed by said mortgage to wit:

**A PORTION OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF THE
NORTHWEST ¼ OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 30
EAST, LYING SOUTH OF HIGHWAY 92, VOLUSIA COUNTY, FLORIDA.**

**BEGIN AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY
LINE OF US. HIGHWAY NO. 92, ALSO KNOWN AS INTERNATIONAL
SPEEDWAY BOULEVARD, A VARIABLE WIDTH RIGHT-OF-WAY AND
THE WEST LINE OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF
THE NORTHWEST ¼ OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 30
EAST, THENCE RUN ALONG SAID SOUTH RIGHT-OF-WAY LINE, N
89°16'24" E FOR A DISTANCE OF 45.00 FEET; THENCE DEPARTING
SAID SOUTH RIGHT-OF-WAY LINE, S 01°41'34" E FOR A DISTANCE
OF 309.85 FEET TO A POINT ON THE SOUTH LINE OF THE
SOUTHEAST ¼ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼
SECTION 3, TOWNSHIP 17 SOUTH, RANGE 30 EAST; THENCE ALONG
SAID SOUTH LINE S 89°12'07" W FOR A DISTANCE OF 45.00 FEET TO
A POINT ON THE AFORESAID WEST LINE OF THE SOUTHEAST ¼ OF
THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 3,**

TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION CONTAINES 0.320± ACRES MORE OR LESS.

TO HAVE AND TO HOLD the same, with the appurtenances, unto the said Mortgagor, its heirs and assigns forever, freed, exonerated and discharged of and from the lien of said mortgage, and every part thereof; Provided always, nevertheless, that nothing herein contained shall in anywise impair, alter or diminish the effect, lien or encumbrance of the aforesaid Mortgage on the remaining part of said mortgaged premises not hereby released therefrom, or any of the rights and remedies of the holder thereof.

IN WITNESS WHEREOF, the said Mortgagee has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, this 30 day of January, 2025.

WINTER PARK NATIONAL BANK, a
national banking association

[Signature]
Witness Print Name: Crescent A. Crow
Address: 201 N. New York Ave. 1st Fl.

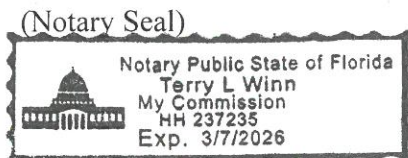
By: [Signature]
Printed Name: DAVID B. DOTTERLOW
Title: CEO

[Signature]
Witness Print Name: Deborah U. Snipes
Address: 201 N. New York Ave.
Winter Park, FL

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 January, 2025, by David B. Dotterlow as CEO of Winter Park National Bank, who ☒ is personally known to me or ☐ produced a driver's license _____ as identification, and who did ☐ or did not ☐ take an oath.

[Signature]
Notary Public/State of Florida



CITY OF DELAND
Request for Commission Action
April 7, 2025

SUBJECT: Consideration re Approval of Minutes.

DEPARTMENT: City Clerk

PREPARED BY: Julia Hewitt, Deputy City Clerk

ATTACHMENTS: Regular Meeting October 02, 2023, Regular Meeting October 16, 2023, Regular Meeting November 06, 2023, CRA Meeting November 20, 2023, Regular Meeting November 20, 2023

APPROVED BY: Julia Hewitt, Deputy City Clerk, April 3, 2025

SUMMARY/HIGHLIGHT:

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

SUSTAINABILITY:

FISCAL IMPACT:

RECOMMENDATION:

It is recommended that the City Commission approve the following minutes: City Commission Regular Meeting October 02, 2023, City Commission Regular Meeting October 16, 2023, City Commission Regular Meeting November 06, 2023. CRA Meeting November 20, 2023, City Commission Regular Meeting November 20, 2023.

BACKGROUND/DISCUSSION:

**MINUTES FOR A REGULAR MEETING OF
THE CITY COMMISSION OF THE CITY OF DELAND
HELD ON MONDAY, OCTOBER 2, 2023, 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 Don Jaegers, Life Point Church, gave the Invocation.

PLEDGE OF ALLEGIANCE: Boy Scouts led the Pledge of Allegiance.

ROLL CALL

Commissioner Charles Paiva	Present
Commissioner 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; Julia Hewitt, Deputy City Clerk; Jason Umberger, Police Chief; Justin Dessy, Division Chief; Dan Stauffer, Finance Director; Rick Werbiskis, Community Development Director; Jim Ailes, Deputy Public Service/Utilities Director; Ray Underwood, Public Works Director; Carol Kuhn, Planning Director; Chris Graham, Community Information Manager; Debi Glick, Land Development Manager; members of the public and press.

PRESENTATIONS

1. Super Star Students of the Month

Commissioner Davis read about each Super Star Student, and Vice Mayor Paiva presented the certificates.

2. Presentation from Dr Primrose Cameron

Dr. Primrose Cameron, on behalf of Sysco Network for Girls, Inc., and Man Up Mentoring, stated this past summer, the program supported 46 students in the community. Forty of those students worked in businesses in West Volusia. She stated that over 25 businesses in West Volusia have participated in the program while teaching students job skills that will prepare them for the workforce. Dr. Primrose Cameron asked some students to share their experiences as part of the Local Legends Program.

3. Presentation from Lois Paritsky, Volusia League of Cities

Mayor Paritsky from Ponce Inlet, President of the Volusia League of Cities, gave a presentation. She discussed the league's goals, encouraging strong and effective advocacy. She stated that a mentorship program has been implemented to help bring the newly elected officials into the fold and create a pathway for leadership. She also spoke about other resources for local elected officials.

4. Presentation re Red Speed Photo/Radar Enforcement in School Zones

Police Chief Umberger and Lt. Mathis presented the Red Speed Photo/Radar Enforcement program for School Zones. Lt. Mathis discussed House Bill 657, which authorizes counties or municipalities to enforce speed limits in school zones through speed detection systems. He spoke about the benefits of the program and said the program would be implemented at no cost to the City of DeLand. The program integrates with the equipment currently in use by the Police Department.

Commissioner Davis asked if the program would be used in partnership with the Sheriff's Office. Lt. Mathis said the City and Sheriff's Office would not be partners in this initiative, but the Sheriff's Office may elect to utilize the same program. Commissioner Davis suggested partnering with the sheriff to ensure that all schools derived benefit from this system being utilized.

Commissioner Kevin Reid asked how jurisdiction played into the program. Lt. Mathis said jurisdiction is based on the roadways. He also said the cameras would be operational based on parameters defined by the Police Department.

There was additional discussion about citations being issued and funding of the program. Lt. Mathis explained how the funding would work and confirmed the program would be functional during school days.

Mayor Cloudman questioned whether a joint MOU with Volusia County would be appropriate. Mr. Elkind advised that the city would not need authorization from the county to implement the program, although an MOU may be appropriate. He noted he would look further into that as the city approaches implementing the program.

5. Proclamation, Fire Prevention Week

Commissioner Dan Reed read the Proclamation. Commissioner Davis presented the Proclamation.

6. Proclamation, October National Community Planning Month

Commissioner Kevin Reid read the Proclamation. Commissioner Dan Reed presented the Proclamation.

7. Proclamation, AVM (Arteriovenous Malformation) Month

Vice Mayor Paiva read the Proclamation. Commissioner Kevin Reid presented the Proclamation.

8. Employee Years of Service Award

Mayor Cloudman stated the employee being recognized was unable to attend. The award will be issued at another time.

9. Introduction of Officer Terriona Gilbert

Chief Umberger introduced Officer Terriona Gilbert, who was present with her parents. Chief Umberger presented a brief biography on Officer Gilbert, and her father pinned her badge.

CONSENT AGENDA

1. Consideration re Renewal of Contract Agreement with DeLand Area Chamber of Commerce for FY 2023-2024
2. Consideration re Renewal of Contract Agreement with Team Volusia Economic Development Corporation for FY 2023-2024
3. Consideration re Approval of Consumption of Alcoholic Beverages on City Property for Stetson University's Annual Homecoming Party
4. Resolution Approving Amendment #5, FDOT Public Transportation Grant Agreement – FM 438416-1-94-01 for Hangars - Construction
5. Consideration re Change Order No. 3, Construction of T-Hangars and Box Hanger Facilities
6. Consideration re Change Order No. 1, Marsh Road, and Jacob's Landing - Stormwater Improvement
7. Consideration re Recommended Short List of Utility Engineering and Surveying Consultants

Vice Mayor Paiva made a motion to approve items 4-7 on the consent agenda. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

Commissioner Kevin Reid pulled item #1 to recognize that the Chamber of Commerce has grown, evolved, and continued to strengthen their membership. He expressed his appreciation to the Chamber for bringing tremendous value to the city.

Vice Mayor Paiva made a motion to approve item #1 on the consent agenda. Commissioner Kevin Reid seconded the motion, which carried by a unanimous vote.

Mayor Cloudman pulled item #2 to allow their representative an opportunity to address the Commission.

Tywan Arrington, Team Volusia Economic Development, presented a brief overview of the benefits Team Volusia Economic Development brings to local municipalities.

Vice Mayor Paiva made a motion to approve item #2 on the consent agenda. Commissioner Davis seconded the motion, which carried by a unanimous vote.

Mayor Cloudman declared a conflict of interest with regard to item #3 on the consent agenda. He turned the gavel over to Vice Mayor Paiva.

I, Chris Cloudman, hereby disclose that on October 2, 2023,

(a) A measure came or will come before my agency which (*check one*)

_____ inured to my special private gain or loss;
_____ inured to the special gain or loss of my business associate, _____;
_____ inured to the special gain or loss of my relative, _____;
_____ inured to the special gain or loss of Brown and Brown, by whom I am retained;
or
_____ inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest I the measure is as follows:

Consent Agenda Item #3

I am an employee of Stetson University.

Commissioner Davis made a motion to approve item #3 on the consent agenda. Commissioner Dan Reed seconded the motion, which carried by a vote of 4-0. Mayor Cloudman abstained.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

Fred Colter, 820 N Tuxedo Ave, discussed the ongoing trail project.

Mr. Elkind responded that there was a significant amount of misinformation. He stated that through the long-term planning process, the City of DeLand authorized a design for the trail, pursuant to state law. He said that design called for a particular tree to be removed. Pursuant to state law, the city has to hire the lowest responsive bidder. Upon receipt of the bids, the City Engineer immediately let Mr. Elkind know he was uncomfortable with the bidder. The references checked out and that contractor was terminated. The second-lowest bidder was assigned to the project, resulting in a delay.

OLD BUSINESS

1. CONTINUATION of Second Reading of Ordinance No. 2023-18, Amending Land Development Regulations Text to Remove the Minimum Acreage for Planned Developments in the Core Gateway Overlay District - Reading 08-21-23.

Mr. Elkind, City Attorney, read the Ordinance by title only.

ORDINANCE NO. 2023-18

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF DELAND/LAND DEVELOPMENT REGULATIONS MODIFYING THE MINIMUM ACREAGE FOR PLANNED DEVELOPMENTS IN THE CORE GATEWAY OVERLAY DISTRICT BY AMENDING SECTION 33-32.02(a) "MINIMUM CONDITIONS FOR APPROVAL;" PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing. The public hearing was closed.

Carol Kuhn, Planning Director, requested the continuation of this item due to inadequate public notice.

Vice Mayor Paiva made a motion to continue the continuation of the second reading of Ordinance No. 2023-18. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

2. Second Reading of Ordinance No. 2023-19, Changing the Zoning for Approximately 198.02 Acres of Property, located within the Park Lake Estates PD, to Remove a 6.105-Acre Parcel, Designated as Right-of-Way, and Tree Protection Area, from the Overall PD to Accommodate Modified Right-of-Way Dedication Requirements - First Reading 08-21-23.

Mr. Elkind, City Attorney, read the Ordinance by title only.

ORDINANCE NO. 2023-19

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE PARK LAKE ESTATES PD FOR THE PURPOSE OF REMOVING PROPERTY FROM THE PLANNED DEVELOPMENT AND AMENDING THE TREE PRESERVATION AREA REQUIREMENTS RELATED THERETO, PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Carol Kuhn, Planning Director, presented an overview of the ordinance, which would remove a portion of the Park Lake Estates property from the PD, reducing the tree protection area from 15% to 10.83% with provisions to allow public access to Lake Moore.

Commissioner Kevin Reid asked if the public access to Lake Moore part of the plan had been. Mr. Elkind explained that the TPA area was adjusted in order to give the property to the school board. The adjustment being made to allow for development of the trail head was staff thinking ahead. He said the reduction is to the overall percentage. It is net effect. Staff also said that if a trail head was desired for public access in the TPA, then it would be a further reduction beyond the 10.83% without having to amend the PUD.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve Ordinance No. 2023-19 on second reading. Commissioner Davis seconded the motion, which carried by a unanimous vote.

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

3. Second Reading of Ordinance No. 2023-20, Changing the Land Use of 6.105 Acres from Low Density Residential (LDR) to E-Educational Located on the North Side of the Future Beresford Avenue Extension, West of Martin Luther King, Jr. Boulevard - First Reading 08-21-23.

Mr. Elkind, City Attorney, read the Ordinance by title only.

ORDINANCE NO. 2023-20

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF DELAND BY CHANGING THE LAND USE DESIGNATION OF CERTAIN PROPERTY LOCATED ON THE NORTH SIDE OF THE FUTURE BERESFORD AVENUE EXTENSION WEST OF MARTIN LUTHER KING, JR., BOULEVARD; FROM CITY OF DELAND'S LOW DENSITY RESIDENTIAL FUTURE LAND USE DESIGNATION TO CITY OF DELAND'S EDUCATIONAL FUTURE LAND USE DESIGNATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Carol Kuhn, Planning Director, presented an overview of the ordinance.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve Ordinance No. 2023-20 on second reading. Commissioner Davis seconded the motion, which carried by a unanimous vote.

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

4. Second Reading of Ordinance No. 2023-21, Changing the Zoning for +/- 6.105 Acres of Property, Located within the Park Lake Estates PD, from PD to E-1 (Educational) - First Reading 08-21-23.

Mr. Elkind, City Attorney, read the Ordinance by title only.

ORDINANCE NO. 2023-21

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM PARK LAKE ESTATES PLANNED DEVELOPMENT (PD) TO CITY OF DELAND'S E-1, EDUCATIONAL, ON PROPERTY LOCATED EAST OF MARTIN LUTHER KING, JR., BOULEVARD AND NORTH OF BERESFORD AVENUE EXTENSION TO SUMMIT AVENUE; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; CONDITIONING FINAL DEVELOPMENT ORDERS ON A DETERMINATION OF CAPACITY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Carol Kuhn, Planning Director, presented an overview of the ordinance.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve Ordinance No. 2023-21 on second reading.
Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

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

NEW BUSINESS

1. First Reading of Ordinance Removing 6.105 Acres of Land from Lakewood Park CDD for Transfer to School Board

Mr. Elkind read the Ordinance by title only.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF DELAND, VOLUSIA COUNTY, STATE OF FLORIDA, AMENDING ORDINANCE NO. 2020-25 AND GRANTING THE PETITION FOR REDUCTION OF THE LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2023); DESCRIBING

THE EXTERNAL BOUNDARIES OF THE DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Mr. Elkind, Attorney, presented an overview of the ordinance.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve Ordinance No. 2023-21 on second reading. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

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

Vice Mayor Paiva made a motion to approve the Ordinance on first reading. Commissioner Kevin Reid seconded the motion, which carried by a unanimous vote.

CITY MANAGER REPORT

Mr. Pleus reported on the following items:

- Draft Paper from City of DeBary regarding impacts of the Live Local Act, suggesting local municipalities get together and ask for changes to that legislation.

There was a brief discussion among the City Commissioners.

- Volusia County Council is considering a Resolution, trying to encourage local municipalities to drop their communications services tax. This Resolution will be considered at their meeting tomorrow, and it would equate to approximately \$930,000 in revenue if the City of DeLand were to cut back the communications services tax.

There was no enthusiasm about cutting the communications services tax.

CITY ATTORNEY REPORT

Mr. Elkind had nothing to report.

CITY CLERK REPORT

Ms. Hewitt had nothing to report.

CITY COMMISSION

Commissioner Davis had nothing to report.

Commissioner Kevin Reid had nothing to report.

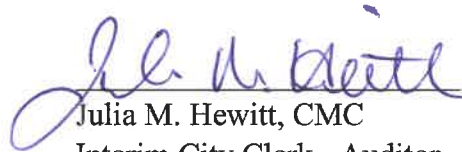
Commissioner Dan Reed made a couple of announcements, Indy Market and Jazz in the Courtyard.

Mayor Cloudman shared some comments and made announcements. He asked Chris Graham to present a brief update on the City of DeLand Youth Council.

Mr. Graham said there were 41 applicants for the council. For now, all of the students will be invited to the first meeting on October 19, 2023, at 3:45 pm., at DeLand High School. The students will select themselves for an 11-member board with a Senior serving as Chair, a Junior serving as Vice-Chair, 2 Senior council members, 1 Junior council member, 1 Sophomore council member, 1 Freshman council member and 2 alternate council members. He stated that staff is working closely with Lindsay, the student liaison, who has advised that some of the students will likely drop out of the program after the initial meeting. There will also be events and festivities that the student may participate in throughout the year.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:59 p.m.


Julia M. Hewitt, CMC
Interim City Clerk - Auditor

**City MINUTES FOR A REGULAR MEETING OF
THE CITY COMMISSION OF THE CITY OF DELAND
HELD ON MONDAY, OCTOBER 16, 2023, 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 Mark Britner, First Methodist Church, gave the Invocation.

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

ROLL CALL

Commissioner Charles Paiva	Present
Commissioner 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; Julie A. Hennessy, City Clerk-Auditor; Jason Umberger, Police Chief; Todd Allen, Fire Chief; Michael Grebosz, Assistant City Manager; Rick Werbiskis, Community Development Director; Jim Ailes, Deputy Public Service/Utilities Director; Ray Bahrami, City Engineer; Rick Hall, Parks and Recreation Director; Mark Hayward, Human Resources Director; Carol Kuhn, Planning Director; Debi Glick, Land Development Manager; John Eiff, Airport Manager; Chris Graham, Community Information Manager; Nick Conte, Economic Development Manager; Kendall Story, Senior Planner, Belinda Williams-Collins, Senior Planner; members of the public and press.

PRESENTATIONS

1. Proclamation re Elder Abuse and Exploitation Awareness Month

Commissioner Dan Reed read the Proclamation. Commissioner Davis presented the Proclamation.

2. Presentation re Medical Marijuana Dispensaries

This item will be rescheduled.

3. Employee Years of Service Award

Mayor Cloudman mentioned Travis Taylor, Public Works employee for 15 years of service. Mr. Taylor was unable to attend the meeting.

CONSENT AGENDA

1. Resolution re Surplus Equipment
2. Resolution Approving FY 2022-2023 Budget Amendment
3. Resolution Approving FDOT Public Transportation Grant Award for Airfield Markings Project
4. Resolution Approving FDOT Public Transportation Grant Award for Airport Taxiway a Mid-Section Rehabilitation Construction Project
5. Resolution Approving FDOT Public Transportation Grant Award for Airport West Apron Rehabilitation Construction Project
6. Resolution Approving FDOT Public Transportation Grant Agreement Award for Construction of NON AIP Eligible Items for the West Apron Rehab Project
7. Consideration re Amendment to Professional Services Agreement by Brooks & Dun Grant Consulting
8. Consideration re Right of First Refusal Agreement between Aerodyne Research and the City of DeLand
9. Consideration re Utility Service Agreement for DeLand Commons
10. Consideration re Agreement with Southeast Volusia Humane Society, Inc.
11. Consideration re Acceptance of Deed Lift Station, OK Victoria Park LLLP
12. Consideration re Acceptance of Utility Easement, 305 South Kepler Road
13. Consideration re Acceptance of Utility Easement, 307 South Kepler Road
14. Consideration re Renewal of Travelers Wrap Plus Policy for Fiduciary Liability Coverage for the City's Retirement Plans

Mayor Cloudman stated that staff requested to remove Consent Agenda item 9 from the agenda. That item will be presented under New Business at a future meeting.

Vice Mayor Paiva made a motion to approve Consent Agenda Items 1-8 and 10-13. Commissioner Dan Reed seconded the motion, which was carried by a unanimous vote, 5-0.

Commissioner Reid declared a conflict with the nature of consent agenda item #14.

Commissioner Reid claimed a conflict of interest with Consent Items #14 as follows:

I, Kevin Reid, hereby disclose that on October 16, 2023,

(a) A measure came or will come before my agency which (*check one*)

_____ inured to my special private gain or loss;
_____ inured to the special gain or loss of my business associate, _____;
_____ inured to the special gain or loss of my relative, _____;
_____ inured to the special gain or loss of Brown and Brown, by whom I am retained;
or
_____ inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest I the measure is as follows:

Consent Agenda Items #14

I am an employee of Brown & Brown.

Vice Mayor Paiva made a motion to approve Consent Agenda Items 15. Commissioner Davis seconded the motion, which was carried by a unanimous vote, 4-0. Commissioner Kevin Reid abstained from voting.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

No one from the public indicated a desire to speak.

OLD BUSINESS

1. Second Reading of Ordinance No. 2023-18, Amending Land Development Regulations Text to Remove the Minimum Acreage for Planned Developments in the Core Gateway Overlay District 1st Reading 8-21-23.

Mr. Elkind read the ordinance by title only.

ORDINANCE NO. 2023-18

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF DELAND/LAND DEVELOPMENT REGULATIONS MODIFYING THE MINIMUM ACREAGE FOR PLANNED DEVELOPMENTS IN THE CORE GATEWAY OVERLAY DISTRICT BY AMENDING SECTION 33-32.02(a) “MINIMUM CONDITIONS FOR APPROVAL; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Carol Kuhn, Planning Director, presented the ordinance, which was a city-initiated land development regulations text amendment. She provided a summary of the request.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve the second reading of Ordinance No. 2023-18. Commissioner Dan Reed seconded the motion.

Mayor Cloudman stated that he thought this ordinance was a unique way to address unique situations in the future.

Ms. Kuhn stated that this item was a great interim stopgap, and she wanted to ensure that Debbie Glick received credit since this solution was her idea.

The motion carried by a unanimous vote.

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

2. Second Reading of Ordinance No. 2023-22, Removing 6.105 Acres of Land from Lakewood Park CDD for Transfer to School Board 1st Reading 10-02-23

Mr. Elkind read the ordinance by title only.

ORDINANCE NO. 2023-18

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, VOLUSIA COUNTY, STATE OF FLORIDA, AMENDING ORDINANCE NO. 2020-25 AND GRANTING THE PETITION FOR REDUCTION OF THE LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2023); DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Mr. Elkind stated this is the second reading of the ordinance, and he indicated that no changes had been made since the first reading.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve the second reading of Ordinance No. 2023-22. Commissioner Davis seconded the motion, which carried by a unanimous vote.

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

NEW BUSINESS

1. First Reading of Ordinance Amending Approximately 38.5 Acres of Property, located at 801 Sol y Sombra for the Manchester Neighborhood Planned Development

Mr. Elkind read the ordinance by title only.

ORDINANCE NO. 2023-

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE MANCHESTER NEIGHBORHOOD PLANNED DEVELOPMENT (PD), ON PROPERTY LOCATED AT 801 SOL Y SOMBRA APPROVING AN AMENDMENT TO A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 38.5 +/- 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 ordinance. She stated the applicant requested an amendment to the PD Agreement.

Vice Mayor Paiva asked if the permitted use for single-family was only for the future tract. Ms. Story said yes, phase two. She also confirmed there would be no amendments to the project's first phase.

Mayor Cloudman asked if the four single-family residential units would be 55+ units. Mark Watts, Attorney, Cobb Cole, 231 N Woodland Blvd, explained that the family who initially owned the property had decided to remain on the property. They would use the four single-family properties.

Vice Mayor Paiva asked about the period for development, given the trees at the main entrance of the development have been removed. Mr. Watts responded that the development process has slowed down although the developer will stay consistent with the requirements of the development order for phases 1A and 1B.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve the Ordinance on first reading. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

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

2. First Reading of Ordinance Amending Approximately 14.57 Acres of Property, located at the Intersection of Clear Lake Road and North Spring Garden Avenue, the Pointe Grand Apartments Planned Development

Mr. Elkind read the ordinance by title only.

ORDINANCE NO. 2023-

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE POINTE GRAND APARTMENTS PLANNED DEVELOPMENT (PD), ON PROPERTY LOCATED AT THE INTERESECTIN OF CLEAR LAKE ROAD AND NORTH SPRING GARDEN AVENUE; APPROVING AN AMENDMENT TO A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 14.57 +/- 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 ordinance. She summarized the details of the request.

Commissioner Davis asked about parking spaces per unit, and Ms. Story said 2.5 parking spaces are required per residential unit. Two parking spaces are for the residents, and the other .5 is for visitors. The request is to decrease visitor parking from 102 to 82 spaces. Vice Mayor Paiva asked if the additional spaces would be necessary with the addition of the garage. Ms. Story responded with an explanation of the parking study that had been conducted. Vice Mayor Paiva noted the bicycle parking; he asked if it was actual parking for bicycles outside. Ms. Story responded that it could be reduced based on the outside of the garages, but the point was to be cautious about how many spaces would be taken up with the garages. She said the bicycle parking was for outside bike racks. Commissioner Reid asked if there would be resident EV charging spaces. He would like to see some visitor parking spaces with EV charging stations.

Commissioner Kevin Reid asked if someone had a garage parking space and if they were allotted more than one additional parking space outside the garage. He wondered how the parking would be administered and whether residents would use the garages for storage and then park their vehicles in the spaces designated for visitors.

Mark Watts, Attorney, addressed the commission. He talked about the parking studies that had been conducted and stated that the requirement for an additional .5 parking space per unit was newer. He said the request to reduce guest and visitor parking from .5 to .4 is still double the standard other jurisdictions have for parking. He said his client is trying to be conservative with the parking plan but seeking flexibility to accommodate some of the proposed covered parking. Mr. Watts said he was happy to stipulate and clarify in the development agreement that the bicycle parking has to be exterior bike rack spaces.

Carol Kuhn, Planning Director, clarified why bicycle spaces are capped rather than the standard percentage. This was done to avoid over-reducing the number of parking spaces. She said some criteria must be met for bicycle spaces. She said as for the guest parking, the City of DeLand is well above what she has seen in other jurisdictions' codes.

Vice Mayor Paiva made a motion to approve the Ordinance on first reading, allowing for the total number of spaces to be reduced from 510 to 490, but limiting the bicycle parking trade-off to a maximum of one percent. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

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

3. First Reading of Ordinance Abandoning a 50-Foot Wide by 255-Foot-Long Portion of the Pine Avenue Right-of-Way Running Along the Western Boundary of 1632 Parade Circle, and along the Eastern Boundary of 1615 and 1607 North Woodland Boulevard

Mr. Elkind read the ordinance by title only.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, ABANDONING A 255-FOOT LONG BY 50-FOOT WIDE PORTION OF THE PINE AVENUE RIGHT-OF-WAY, LOCATED ALONG THE WESTERN BOUNDARY OF 1632 PARADE CIRCLE AND ALONG THE EASTERN BOUNDARY OF 1615 AND 1607 NORTH WOODLAND BOULEVARD AND RESERVING A UTILITY EASEMENT OVER THE SOUTHERLY FIFTEEN FEET OF THE ABANDONED RIGHT-OF-WAY; AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Belinda Collins, Senior Planner, presented the ordinance. She summarized the details of the request and explained the requirements for abandonment.

Mr. Elkind stated that the statute provides how the property will be transferred once abandoned. The City Commission does not have the ability to dictate future ownership of the property.

Kirk Bauer, Attorney, 505 E New York Avenue, Suite 7, was present to represent the applicant.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve the Ordinance on first reading. Commissioner Davis seconded the motion, which carried by a unanimous vote.

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

4. Resolution Approving Preliminary Plat, Cresswind DeLand Phase 2 & 3, Located East of Lake Winnemissett and North of Service Road

Belinda Collins, Senior Planner, presented the application for approval of phases 2 and 3, preliminary plat.

Commissioner Davis asked about green space, and Mr. Elkind advised that staff had diligently ensured that what was in the plat was consistent with the Planned Development. Mayor Cloudman stated that based on the environmental sensitivity expressed with regard to the area, there were a significant number of extra criteria incorporated into the Planned Development.

Mark Watts, Attorney, stated this was simply construction drawings to go along with the planned development and the City's Land Development Regulations. He said the combination of tree preservation area and the open space totals 50.4% of the overall site.

Vice Mayor Paiva made a motion to approve the Resolution with the condition that reclaimed service will be provided to the project before recording of final plat. Commissioner Davis seconded the motion, which carried by a unanimous vote of 5-0.

5. Consideration re Approval of Three (3) New Caterers for the Sanborn Center

Rick Hall, Parks & Recreation Director, stated a second RFP was published and three additional applicants were received and approved by the committee. Commissioner Davis said she was on the committee. She did not understand why there was no more interest in providing the services. She thought a report may be prepared after one year to try and gauge services and solicit more interest.

Vice Mayor Paiva made a motion to approve the Resolution. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote of 5-0.

6. Consideration re City of DeLand Legislative Program 2023-2024

Mike Grebosz, Assistant City Manager, gave the annual overview of the legislative program. He talked about the Live Local Act items that will be put forward for the legislative program. In addition to the legislative priorities of the Florida League of Cities, the city would be seeking appropriation requests for three items: The Bridge, Volusia Homeless Pilot Program, and a Water Project.

Following some discussion, the Consensus of the City Commission was to support the request to approve the City's legislative program, as well as any additional items that might be presented by the City Commission.

CITY COMMISSION REPORTS

1. Report re Elected Officials Round Table – No report given.
2. Report re River-to-Sea TPO – Report given.
3. Report re River of Lakes Heritage Corridor – Report given.

CITY MANAGER REPORT

Mr. Pleus reported:

- Stetson Homecoming.
- Mr. Pleus reminded the City Commission that Bridget Gordon was named head coach at Florida A & M University. On Wednesday at 5:00 p.m., there will be a reception for Ms. Gordon at the Chisolm Center.
- Strategic Plan Steering Committee will share their recommendations during a joint meeting that will be scheduled in the near future.
- Public Opinion Survey for Parks and Recreation Master Plan
- West Volusia Summit – it is the City of DeLand's turn to host.

CITY ATTORNEY REPORT

Nothing to report.

CITY CLERK REPORT

Ms. Hennessy advised it is time for a Charter Review. The timeline would be to establish and appointment members in November/December. They would begin working in January, finishing by February. In March, the City Commission would consider any ordinances that may be adopted.

CITY COMMISSION

Commissioner Kevin Reid made comments about recent events.

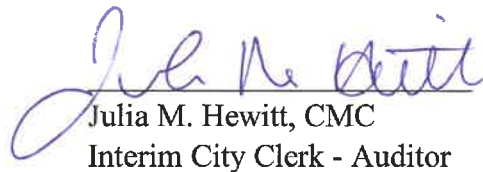
Commissioner Dan Reed made comments about recent events and mentioned some upcoming events.

Commissioner Davis commented about adding pictures at some of the buildings named after someone. She also asked about flooding on the local football field. Mr. Pleus responded that sometimes there is more drainage than the system can handle. She also mentioned adding logos to street signage.

Mayor Cloudman gave some comments and announcements. He noted that he would be unable to attend the Bridget Gordon reception. Commissioner Davis said she would be attending. The inaugural meeting of the Youth Council will be held on Thursday at DeLand High School. He also mentioned the Annual School of Government program.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:34 p.m.



Julia M. Hewitt, CMC
Interim City Clerk - Auditor

**MINUTES FOR A REGULAR MEETING OF
THE CITY COMMISSION OF THE CITY OF DELAND
HELD ON MONDAY, NOVEMBER 6, 2023, 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, gave the Invocation.

PLEDGE OF ALLEGIANCE: led the Pledge of Allegiance.

ROLL CALL

Commissioner Charles Paiva	Present
Commissioner 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; Julia M. Hewitt, Deputy City Clerk; Jason Umberger, Police Chief; Todd Allen, Fire Chief; Michael Grebosz, Assistant City Manager; Dan Stauffer, Finance Director; Ray Bahrami, City Engineer; Rick Hall, Parks and Recreation Director; Ray Underwood, Public Works Director; Chris Graham, Community Information Manager; Vicki Karr, Community Information Specialist; Debi Glick, Land Development Manager; members of the public and press.

PRESENTATIONS

1. Recognition of Hometown Heroes

Chris Graham, Community Information Manager, talked about the Hometown Heroes Military Banner Program which was began back in 2018. Every July, banners are displayed to honor and thank the Hometown Heroes of DeLand. AdventHealth DeLand sponsors the program, and a banner was presented to each of the Hometown Heroes.

E-5 David J. Beaulieu, U.S. Army
PO3 Ethan J. Berner, U.S. Navy
CPL Mark Blocker, Marine Corps
CW4 Robert D. Childre, III, U.S. Army
E3 Dylan S. Collie, U.S. Navy
SPC Jennifer L. Deveau, U.S. Army
E3 Elena Estrada, U.S. Navy
E7 Michael For, U.S. Marine Corps
CPL Charles Wayne Grimes, U.S. Army/Navy
PFC Kenneth Hall, U.S. Army
SPC Robert J. Kasay, U.S. Army
MSG Sandra D. Porter-McCullough, U.S. Army
1st LT Jared Mitchell, U.S. Army
ILT Fred Taylor, U.S. Army/Air Force
AMN Fred Taylor, Jr., U.S. Air Force
SSGT Billy Taylor, U.S. Army
PV1 Alfred Taylor, U.S. Army
SSGT Claudio Paulino, Jr., U.S. Air Force
SPC Katherine Taylor, U.S. Army
E7 Luis Rodriguez, U.S. Army
CPL Jack W. Whitaker, U.S. Marine Corps

2. Super Star Students of the Month

Vice Mayor Paiva read about each Super Star Student, and Commissioner Kevin Reid presented the certificates.

3. Introduction of New Police Officer Rafael Alfonso

Police Chief Umberger welcomed Police Officer Rafael Alfonso, who was accompanied by his sister, Elizabeth. She pinned Officer Alfonso's badge on his uniform.

4. Employee Years of Service Awards

Commissioner Davis recognized Joseph A. Schmoyer, an employee of the DeLand Engineering Department. Joseph has served the City of DeLand for twenty (20) years.

5. Presentation re Medical Marijuana Dispensaries

Nick Conte, Economic Development Manager, introduced Bob Lucas and Jon-Lucas Del Fante from Cookies LLC, who made a presentation to the City Commission. Mr. Bob Luca provided an overview of how a retail cannabis business is set up, how it works, and what regulations are followed for the controlled dispensing of cannabis. Mr. Lucas Del Fante spoke about the focus area of North Woodland as a location for a dispensary.

Commissioner Davis asked if there would be a medical professional on-site, and Mr. Lucas Del Fante responded there would not be a doctor on-site at all times. Doctors will be invited to the site sometimes, but, the business may recommend a doctor if there is an inquiry.

Commissioner Kevin Reid asked what products would be available in addition to cannabis. Mr. Lucas said accessories and routing devices may be sold, but even with those items, the customer has to be put into the system. The merchandise is clothing or consumables. Consumers will not be allowed to enter the business without a medical marijuana identification card. Security measures will be in place based on the demand or state regulations. Mr. Lucas Del Fante noted that the space is equipped with security equivalent to a bank.

Mr. Elkind, City Attorney, stated that when the state adopted regulations related to dispensary zoning, they allowed the facilities anywhere a pharmacy is allowed. The statute also provides that otherwise, the regulation of dispensaries is pre-empted to the state. He said the only decision required by the Commission is whether to allow dispensaries anywhere a pharmacy is allowed or to remain status quo. Commissioner Davis was interested in what the state requirements would be regarding what the facility would look like. Mr. Elkind said it would be no different than any other business, the look of the facility would be up to the operator and whatever state regulations mandate. Mr. Elkind said there are a host of regulations that cannabis operations have to follow.

Commissioner Kevin Reid asked about parking requirements for a dispensary. Mr. Elkind said the staff would find out what the state regulations are on parking and will bring that information back to the City Commission.

CONSENT AGENDA

1. Consideration re Final Ranking of Utility Engineering Consultants
2. Consideration re Agreement with New Hope Animal Shelter
3. Consideration re Amendment to the West Volusia Water Suppliers Interlocal Agreement and Change Order No. 1 for Capital Project Planning and Programming
4. Consideration re Approval of Minutes
5. Consideration re Approval of Yards DeLand Proportionate Fair Share Agreement

Vice Mayor Paiva made a motion to approve items 1-5 on the consent agenda. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

No one indicated a desire to address the Commission.

NEW BUSINESS

1. First Reading of Ordinance Granting a Petition to Create the Cresswind DeLand Community Development District

Mr. Elkind read the Ordinance by title only.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, GRANTING THE PETITION OF KHCW DELAND, LLC, FOR THE ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT; CREATING AND ESTABLISHING THE CRESWIND DELAND COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR NAME, POWERS, AND DUTIES; PROVIDING DESCRIPTION AND BOUNDARIES; PROVIDING INITIAL MEMBERS OF BOARD OF SUPERVISORS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT, A SAVINGS PROVISION, CONFLICTS, SEVERABILITY, NON-CODIFICATION, AND CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Mr. Elkind, Attorney, presented an overview of the ordinance. He reviewed the statutes that govern the establishment of a Community Development District. He stated that the second reading would be their public hearing to meet the CDD statutory requirements. Mr. Elkind advised that the City Commission consider approving the first reading, which will result in the second reading. At the second reading, the City Commission will receive a detailed presentation and still be able to deny the ordinance if desired.

Christine Levings, 415 Lake Winnemissett Drive and President of Lake Winnemissett Civic Association addressed the City Commission. She did not speak in favor or opposition of the CDD, she questions how the CDD would operate. Mayor Cloudman responded. Jere L. Earlywine, Kutak Rock, LLP, pointed out over 900 CDD's in Florida. The vast majority is set up as is this one. He said the Water Management District prefers a CDD to be the maintenance entity over a homeowner's association. More detailed information will be provided during the presentation scheduled at second reading, on November 20, 2023.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve the Ordinance on first reading for the purpose of advancing the ordinance to the second reading which is the advertised public hearing pursuant to the CDD Statute, at which a full presentation of the request and have discussion at the second reading. Commissioner Kevin Reid seconded the motion, which carried by a unanimous vote.

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

2. First Reading of Ordinance Granting a Petition to Create the Kepler Road Community Development District

Mr. Elkind read the Ordinance by title only.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, GRANTING THE PETITION OF TLC TRINITY GARDENS, LLC, FOR THE ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT; CREATING AND ESTABLISHING THE KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR NAME, POWERS AND DUTIES; PROVIDING DESCRIPTION AND BOUNDARIES; PROVIDING INITIAL MEMBERS OF BOARD OF SUPERVISORS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT, A SAVINGS PROVISION, CONFLICTS, SEVERABILITY, NON-CODIFICATION, AND CORRECTION OF SCRIVENER'S ERRORS, AND PROVIDING AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Mayor Cloudman stated this item would be similar to the previous item and a full presentation would be provided at second hearing on November 20, 2023.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve the Ordinance on first reading for the purpose of advancing the ordinance to the second reading which is the advertised public hearing pursuant to the CDD Statute, at which a full presentation of the request and have discussion at the second reading. Commissioner Davis seconded the motion, which carried by a unanimous vote.

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

3. First Reading of an Ordinance Amending Land Development Regulations to Add Doggie Daycare as an Allowed Use where Veterinary Clinics are Allowed

Mayor Cloudman announced that staff had requested this item deferred until November 20, 2023.

Vice Mayor Paiva made a motion to defer the Ordinance Amending Land Development Regulations to add Doggie Daycare as an Allowed Use where Veterinary Clinics are Allowed to the November 20, 2023, City Commission Meeting. Commissioner Davis seconded the motion, which carried by a unanimous vote.

4. Resolution Approving a Preliminary Plat for Spring Garden Townhomes Located on the West Side of North Spring Garden Avenue, South of Plymouth Avenue and North of Minnesota Avenue

Belinda Collins, Planner, Senior Planner, presented the Preliminary Plat for Spring Garden Townhomes.

Commissioner Kevin Reid asked for clarification with regard to the tree protection plan. Ms. Collins said the tree protection area on the west side of the property does undulate some, it is not consistent for the whole length of the property. The first section is approximately 38 feet wide, the widest portion is 98 to 100 feet wide, and the lower portion is approximately 50 feet wide. Commissioner Reid wondered where it started, and Ms. Collins responded. Mr. Elkind advised that whatever is approved at this time is important, and there should be a clear understanding of where the buffer begins and where the clearing will happen. Mr. Kevin Reid was disappointed because he thought that the western properties had a larger buffer and the last lot on that western side only has half of the buffer area.

Ms. Nika Hosseini, Cobb Cole, displayed the latest plat, which showed the buffer width consistent, showing the tree protection area at 51.50 feet. A tree protection area means that trees may not be removed from that area.

Gary George, Engineer of Record, stated the dimension of the tree preservation area in the plat was 67 feet from the north property line, which is where a jog happens. The plat was then shown, which displayed the non-clearing buffer/tree preservation area. Commissioner Reid was pleased with the explanation.

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

5. Resolution Approving Demolition of a Historic Single-Family Structure Located at 135 South Chandler Avenue

Emily Ragusa, Historic Resource Coordinator, explained the request for demolition of a single family residents at 135 South Chandler Avenue. The proposed use of this property is to build a 2,060 square foot single-family home, contingent upon meeting all zoning requirements, density, parking Land Development Regulations and applicable Building Code requirements. At this time, a building permit is actively under review. She provided background information pertaining to the request.

Vice Mayor Paiva made a motion to approve the Resolution. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

6. Resolution Approving Demolition of a Historic Multi-Family Structure Located at 114 West Watts Avenue

Emily Ragusa, Historic Resource Coordinator, explained the request for demolition of a multi-family residence at 114 W. Walts Avenue. The proposed future use of this property is to build an affordable housing community, contingent upon meeting all required zoning density, Land Development Regulations, and applicable Building Code requirements. She provided background information pertaining to the request.

Vice Mayor Paiva made a motion to approve the Resolution. Commissioner Kevin Reid seconded the motion, which carried by a unanimous vote.

7. Resolution Approving the Removal of One Historic Tree Located at 800 North Hill Avenue, DeLand High School

Vice Mayor Paiva made a motion to approve the Resolution. Commissioner Kevin Reid seconded the motion, which carried by a unanimous vote.

8. Consideration re Acquisition of Easement to Accommodate Saving a Historic Live Oak Tree for Construction for the Paiva Greenway

Mr. Pleus, City Manager, stated there was a historic live oak tree in the path of the Paiva Greenway, and the city elected to remove the tree rather than seek condemnation of land to go around the tree. When neighbors raised questions, staff worked to negotiate with an adjacent property owner to obtain an easement to accommodate the tree. If approved, the City would purchase an easement from Anthony and Shelly Visconti, and the trail would be constructed around the tree. He said an Agreement for Purchase of the Bike Trail Easement and Grant of Easement for the Bike Trail were provided.

Mayor Cloudman inquired about replacement of the tree if anything happens to it in the future. Ms. Calabro, Arborist, responded this is an existing tree that is already there, and if something happened, a new tree would be able to survive in its place.

Vice Mayor Paiva asked if protection would be offered to the tree root system while constructing the trail. Ray Brahrami, Engineer, said there is a material that is equivalent to a four inch concrete sidewalk, but made of 100% recycled material, and would be an alternative to use for the section around the tree.

Mr. Pleus said the ECHO grant would not allow the expenditure, but there was a match and since the project was under budget on what the match was, those funds may be used for acquisition of the easement.

There were concerns expressed about the price of the easement. The people who have rallied for preservation of the tree have offered to contribute to purchasing the easement. The offers were appreciated, but that is not the agreement before the commission.

Vice Mayor Paiva made a motion to approve the Agreement as presented. Commissioner Davis seconded the motion, which failed by a vote of 3-2. Commissioner Dan Reed and Commissioner Kevin Reid dissented.

Mr. Pleus asked if the Commission's opinion would change if some of the residents were willing to contribute to the cost of the easement. Mr. Pleus said he would try if that is the will of the Commission.

Mayor Cloudman expressed concern about the design being caused by not removing the tree. He was not a fan of the design around the tree from a functional perspective.

Mr. Pleus will reach out to the community to see if they are interested in making a contribution. Based on their response, he will provide direction to Mr. Brahrami.

9. Consideration re Charter Review 2023-24

Mayor Cloudman stated that the City Commission needed appoint a Charter Review Committee. He said the City Clerk was looking for direction to proceed, and composition of the committee. Mr. Elkind stated the composition does not have to be the same as in the past.

Commissioner Davis was interested in having the Charter Review Commission advertised for applications. Vice Mayor Paiva thought a current City Commissioner should be on the committee. He also mentioned that former Mayor Apgar had expressed interest as well as others who had expressed interest and had an understanding of local government. He thought anyone who serves or has served on any of the City's boards should be allowed to file an application.

Mr. Elkind advised stating that they want five (5) members and state what the membership would consist of; staff and the Commission would have flexibility to bring back any of the applications received.

CITY MANAGER REPORT

Mr. Pleus reported on the following items:

- The work of the Strategic Plan Committee. Agenda packets will be sent out for the workshop scheduled on Monday, November 13, 2023.

CITY ATTORNEY REPORT

Mr. Elkind had nothing to report.

CITY CLERK REPORT

Ms. Hewitt had nothing to report.

CITY COMMISSION

Commissioner Kevin Reid reported on his recent speaking engagements.

Commissioner Davis asked about obtaining ice cream certificates for the Super Star Students.

Mayor Cloudman shared some comments and made announcements. He asked Chris Graham to present a brief update on the City of DeLand Youth Council.

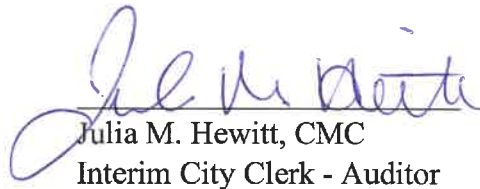
Commissioner Dan Reed commented about the music festival, recent Homecoming parade, and block party.

Vice Mayor Paiva had nothing to report.

Mayor Cloudman reported on events he had attended and announced upcoming events and important dates.

ADJOURNMENT

There being no further business, the meeting was adjourned at approximately 9:38 p.m.



Julia M. Hewitt, CMC
Interim City Clerk - Auditor

**MINUTES FOR A REGULAR MEETING OF
THE DOWNTOWN CRA GOVERNING BOARD OF THE CITY OF DELAND
HELD ON MONDAY, NOVEMBER 20, 2023, AT 6:30 P.M.
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE**

CALL TO ORDER

The meeting was called to order by Mayor Cloudman at 6:30 p.m.

Mayor Cloudman requested that anyone present who wishes to address the CRA Board 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 CRA Board is to take action.

ROLL CALL

Commissioner Paiva	Present
Commissioner Davis	Present
Commissioner Dan Reed	Present
Commissioner Kevin Reid	Present
Ella Ran	Absent
Bill Budzinski	Present
Mayor Cloudman	Present

ALSO PRESENT: Michael Pleus, City Manager; Darren J. Elkind, City Attorney; Julie A. Hennessy, City Clerk-Auditor; Michael Grebosz, Assistant City Manager; Rick Werbiskis, Community Development Director; Nick Conte, Community Development Manager; members of the public and press.

NEW BUSINESS

1. Consideration re Upper Floor Grant for Property Located at 112 West New York Avenue

Michael Grebosz, Assistant City Manager, stated this request was for a \$10,000 upper floor grant for work involving renovations and operational aesthetics for the building located at 112 West New York Avenue. He stated the total proposed cost for the project would be approximately \$120,000.

Commissioner Kevin Reid clarified the request was for the current year. Mr. Grebosz affirmed.

Commissioner Paiva made a motion to approve the grant. Commissioner Dan Reed seconded the motion, which carried unanimously, 6-0 with Ms. Ran being absent.

2. Consideration re Façade Improvement Grant for Property Located at 143 North Woodland Blvd

Mr. Grebosz stated this request was for a \$5,000 façade grant involving painting of the building, replacement of front and rear awnings and replacement of a rear exterior fence for the building located at 143 North Woodland Blvd.

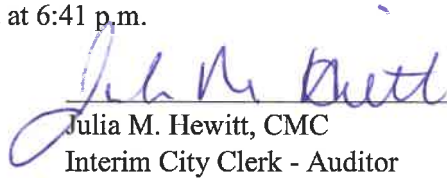
Commissioner Paiva made a motion to approve the grant. Commissioner Dan Reed seconded the motion, which carried unanimously, 6-0 with Ms. Ran being absent.

OTHER BUSINESS

Mr. Grebosz asked Wayne Carter, MainStreet DeLand Association, gave an update on Main Street activities.

ADJOURNMENT

There being no further business, the meeting was adjourned at 6:41 p.m.



Julia M. Hewitt, CMC
Interim City Clerk - Auditor

**City MINUTES FOR A REGULAR MEETING OF
THE CITY COMMISSION OF THE CITY OF DELAND
HELD ON MONDAY, NOVEMBER 20, 2023, 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:

Rabbi Ruthven Silverman, Temple Israel DeLand, gave the Invocation.

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

ROLL CALL

Commissioner Charles Paiva	Present
Commissioner 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; Julie A. Hennessy, City Clerk-Auditor; Jason Umberger, Police Chief; Todd Allen, Fire Chief; Michael Grebosz, Assistant City Manager; Rick Werbiskis, Community Development Director; Jim Ailes, Deputy Public Service/Utilities Director; Heidi VanEtten, Assistant Finance Director; Ray Bahrami, City Engineer; Carol Kuhn, Planning Director; Debi Glick, Land Development Manager; Kendall Story, Senior Planner; Belinda Williams-Collins, Senior Planner; members of the public and press.

PRESENTATIONS

1. Proclamation, Shop Small Saturday

Vice Mayor Paiva read the Proclamation. Commissioner Dan Reed presented the Proclamation.

2. Employee Years of Service Awards

Mayor Cloudman recognized Christopher Pearsall, Fire Department, employee for 20 years of service. Commissioner Davis presented a plaque to Mr. Pearsall.

Mayor Cloudman recognized Reggie May, Police Department employee for 10 years of service. Commissioner Kevin Reid presented a plaque to Officer May.

Mayor Cloudman recognized John Carson, Utilities Department, employee for 10 years of service. Mr. Carson was unable to attend the meeting.

CONSENT AGENDA

1. Resolution Approving Final Budget Amendment FY 2022-2023
2. Resolution Approving FDOT Public Transportation Grant Award 438416-2 for Airport East Hangar Complex Phase 1b Design Project
3. Consideration re Award of Bid for West Apron Rehabilitation
4. Consideration re Award of Bid, Old Fire Station Demolition and New Parking Lot
5. Consideration re Utility Service Agreement for Meadowlea Village
6. Consideration re Cost Share Agreement with St. John's River Water Management District for DeLand Wiley M. Nash Water Reclamation Facility Project
7. Resolution Approving the Authorization of the City Manager to Execute Deductive Change Orders for Owner Direct Purchases Related Solely to the Contract for Construction Management / General Contracting Services for Construction Phase Services for the City of DeLand Water Reclamation Facility (WRF) Upgrades and Plant Expansion
8. Consideration re Professional Services Agreement for Transportation Engineering Services with LTG Engineering and Planning
9. Consideration re Professional Services Agreement for Civil Engineering Services with CPH, Inc.
10. Consideration re Professional Services Agreement for Civil Engineering Services with Freese and Nichols
11. Consideration re Enrollment in CARFAX Investigative Tools
12. Consideration re Miller-Fish Building (Fish Building) Historical Plaque

Mayor Cloudman requested to pull items 4 and 12 from the Consent Agenda.

Vice Mayor Paiva made a motion to approve Consent Agenda Items 1-3 and 5-11. Commissioner Dan Reed seconded the motion, which was carried by a unanimous vote, 5-0.

Mayor Cloudman pulled item #4, to discuss the sentiment of demolishing the old fire station. He also talked about how much construction costs have increased in recent years.

Vice Mayor Paiva made a motion to approve Consent Agenda item 4. Commissioner Davis seconded the motion, which was carried by a unanimous vote, 5-0.

Mayor Cloudman pulled item #12, to discuss what the city was signing off on as application to the State for recognition of a historic event in which members of the DeLand community staged a sit-in to fight for equality in the city. He said it happened at Woolworths and surrounding areas. Ms. Cusack, who played a significant role in that movement, was in attendance, and Mayor Cloudman stated the movement forever changed DeLand. The wording on the plaque discusses the Police Department was not present to break up the movement but to protect the participants.

Mary Lou Pepper, Vice President, West Volusia Historical Society, addressed the City Commission. She stated that Joyce Cusack was very prominent in the February 9, 1960 episode, and it turned into a positive change for the City of DeLand. The Historical Society is delighted that the City Commission is pursuing this proposal.

Commissioner Davis shared sentiments and thanked the Honorable Cusack for sharing the story. She thanked the Greater Union Life Center for the banners and for working with the community partners to ensure the event was not forgotten.

Ms. Cusack addressed the City Commission and thanked them for working to preserve history.

Vice Mayor Paiva made a motion to approve Consent Agenda Item 12. Commissioner Davis seconded the motion, which carried by a unanimous vote, 5-0.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

No one indicated a desire to speak.

OLD BUSINESS

1. Second Reading of Ordinance No. 2023-23, Amending the Zoning of Approximately 38.5 Acres of Property, located at 801 Sol Y Sombra for the Manchester Neighborhood Planned Development. First Reading 10-16-2023

Mr. Elkind read Ordinance No. 2023-23 by title only.

ORDINANCE NO. 2023-23

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE MANCHESTER NEIGHBORHOOD PLANNED DEVELOPMENT (PD), ON PROPERTY LOCATED AT 801 SOL Y SOMBRA, APPROVING AN AMENDMENT TO A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 38.5+/- 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 a public hearing.

Kendall Story, Senior Planner, presented the Ordinance to amend the Manchester Neighborhood PD Agreement, for the purpose of adding single-family residential homes as permitted use and to establish development standards for phase two.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve Ordinance No. 2023-23 on second reading. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

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

2. Second Reading of Ordinance No. 2023-24, Amending the Zoning of Approximately 14.57 Acres of Property, located at the Intersection of Clear Lake Road and North Spring Garden Avenue, the Pointe Grand Apartments Planned Development. First Reading 10-16-2023.

Mr. Elkind read Ordinance No. 2023-24 by title only.

ORDINANCE NO. 2023-24

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE POINTE GRAND APARTMENTS PLANNED DEVELOPMENT (PD), ON PROPERTY LOCATED AT THE INTERSECTION OF CLEAR LAKE ROAD AND NORTH SPRING GARDEN AVENUE; APPROVING AN AMENDMENT TO A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 14.57 +/- 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 a public hearing.

Kendall Story, Senior Planner, presented the Ordinance to amend the Pointe Grand Apartments to reduce the number of required parking spaces and accommodate covered parking.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve Ordinance No. 2023-23 on second reading. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

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

3. Second Reading of Ordinance No. 2023-25, Abandoning a 50-Foot Wide by 255-Foot-Long Portion of the Pine Avenue Right-of-Way Running along the Western Boundary of 1632 Parade Circle, and along the Eastern Boundary of 1615 and 1607 North Woodland Boulevard. First Reading 10-16-2023

Mr. Elkind read Ordinance No. 2023-25 by title only.

ORDINANCE NO. 2023-25

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, ABANDONING A 255-FOOT LONG BY 50-FOOT WIDE PORTION OF THE PINE AVENUE RIGHT-OF-WAY, LOCATED ALONG THE WESTERN BOUNDARY OF 1632 PARADE CIRCLE AND ALONG THE EASTERN BOUNDARY OF 1615 AND 1607 NORTH WOODLAND BOULEVARD AND RESERVING A UTILITY EASEMENT OVER THE SOUTHERLY FIFTEEN FEET OF THE ABANDONED RIGHT-OF-WAY; AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Cloudman opened a public hearing.

Ms. Collins, Senior Planner, presented the ordinance abandoning a 50-foot wide by 255-foot-long portion of the Pine Avenue Right-of-Way. She showed a map depicting the area that would be abandoned.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve Ordinance No. 2023-25 on second reading. Commissioner Davis seconded the motion, which carried by a unanimous vote.

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

4. Second Reading of Ordinance No. 2023-26, Granting a Petition to Create the Cresswind DeLand Community Development District. First Reading 11-06-2023

Mr. Elkind read the Ordinance by title only.

ORDINANCE NO. 2023-26

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, GRANTING THE PETITION OF KHCW DELAND, LLC, FOR THE ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT; CREATING AND ESTABLISHING THE CRESSWIND DELAND COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR NAME, POWERS, AND DUTIES; PROVIDING DESCRIPTION AND BOUNDARIES; PROVIDING INITIAL MEMBERS OF BOARD OF SUPERVISORS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT, A SAVINGS PROVISION, CONFLICTS, SEVERABILITY, NON-CODIFICATION, AND CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

Mayor Cloudman opened a public hearing.

Mr. Elkind stated this is the noticed public hearing under the CDD statute. The applicants will be making a presentation.

Mark Watts, Attorney with Cobb Cole, introduced Jere Earlywine, Kutak Rock Law Firm, who provided a background on CDD's and also spoke on how the CDD would benefit the specific Cresswind DeLand project. Mr. Watts spoke about the establishment criteria for the CDD. He talked about how to protect Lake Winnemisset and the stormwater system that had been designed for the Cresswind project.

Commissioner Davis asked if staff was advocating for CDDs at the planning level. Mr. Pleus noted that a CDD provides a better mechanism for financing major overhauls of infrastructure.

Mr. Earlywine stated that the CDD, as a public entity, would not want ownership or operations management responsibility for the facility which provides lake access.

Commissioner Kevin Reid asked if there was a clear outline of responsibilities for the CDD and the Homeowner's Association. Mr. Earlywine responded. He said the CDD would handle the stormwater system, conservation issues, and some entryway features and parameter landscape buffers. Everything else will be managed by the HOA.

Mr. Elkind asked if the interlocal agreement could be amended to add more specific information that would identify some of the key elements of the infrastructure. Mr. Watts said yes.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve Ordinance No. 2023-23 on second reading with clarification that the boating area/operation would not be part of the CDD, per City Attorney. Commissioner Kevin Reid seconded the motion, which carried by a unanimous vote.

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

5. Consideration re Interlocal Agreement for the Cresswind DeLand Community Development District

Mr. Elkind advised that the ordinance requires an interlocal agreement be entered into within sixty (60) days, the purpose of the interlocal agreement is to be clear about what the responsibilities of the CDD are, setting forth operation and maintenance and what they can and cannot do with the development. Mr. Elkind said if the commission is comfortable with the interlocal as drafted, they delegate authority to staff to make a revision, which identifies what the CDD maintenance responsibilities will be, as per the discussion.

The public hearing was closed.

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

6. Second Reading of Ordinance No. 2023-27, Granting a Petition to Create the Kepler Road Community Development District. First Reading 11-06-2023

Mr. Elkind read the Ordinance by title only.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, GRANTING THE PETITION OF TLC TRINITY GARDENS, LLC, FOR THE ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT; CREATING AND ESTABLISHING THE KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR NAME, POWERS AND DUTIES; PROVIDING DESCRIPTION AND BOUNDARIES; PROVIDING INITIAL MEMBERS OF BOARD OF SUPERVISORS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT, A SAVINGS PROVISION, CONFLICTS, SEVERABILITY, NON-CODIFICATION, AND CORRECTION OF SCRIVENER'S ERRORS, AND PROVIDING AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Sarah Sandy, Kutak Rock, presented the request to create a Kepler Road Community Development District. She discussed what public improvements and enhancements the CDD would allow. She noted this project was previously approved as Trinity Gardens. The property is approximately 184 acres and is planned for 543 lots that will take place over a four-phased development process.

Commissioner Kevin Reid asked for a delineation between the CDD and HOA responsibilities. Ms. Sandy said the district is anticipated to manage the trails, park facilities, stormwater, and conservation mitigation associated with the improvements, some landscaping/hardscaping, and entryway features. The HOA will focus on the amenities such as a dog park, playground, and swimming pool. Mike Woods, Cobb Cole, further clarified the unique element of this development is the trails, which will be posted with signage. The trails will lead to amenity areas with signage to delineate what is open to the public and what is resident-only.

Mr. Elkind noted that in this request, the developers are asking to fund construction of internal subdivision roads with CDD (tax exempt) funding. However, they intend to turn the roadways over to the city for maintenance.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve Ordinance No. 2023-27 on second reading. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

Commissioner Paiva	YES
Commissioner Davis	YES
Commissioner Dan Reed	YES
Commissioner Kevin Reid	YES

Mayor Cloudman YES

7. Consideration re Interlocal Agreement for the Kepler Road Community Development District

Vice Mayor Paiva made a motion to approve the Interlocal Agreement with a delineation of authority between the CDD and the Homeowner's Association. Commissioner Davis seconded the motion, which carried by a unanimous vote.

NEW BUSINESS

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

Mr. Elkind read the ordinance by title only.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING VARIOUS SECTIONS WITHIN THE CODE OF ORDINANCES OF THE CITY OF DELAND, LAND DEVELOPMENT REGULATIONS RELATING TO DOGGIE DAYCARE FACILITIES; BY AMENDING SECTION 33-12 "DEFINITIONS"; BY AMENDING SECTION 33-17.23 "ALLOWED USES IN COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS"; BY AMENDING SECTION 33-91.03 "NUMBER AND TYPE OF PARKING SPACES REQUIRED"; AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Carol Kuhn, Planning Director, presented the ordinance initiated by the city and provided the details of the request.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve the Ordinance on first reading. Commission Davis seconded the motion, which carried by a unanimous vote.

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

2. First Reading of Ordinance, Changing the Zoning Amending the DeLand Toyota PD, for 10.43 +/- Acres of Property Located at 1701 South Woodland Boulevard, to Amend and Restate DeLand Toyota Planned Development, for the Purposes of Creating One Overall Development Plan with the Addition of a Proposed 8,000 Square Foot Building

Mr. Elkind read the Ordinance by title only.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING AND RESTATING THE DELAND TOYOTA PLANNED DEVELOPMENT (PD) ON PROPERTY LOCATED AT 1701 SOUTH WOODLAND BOULEVARD; APPROVING AN AMENDMENT TO A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 10.43 +/- ACRES OF PROPERTY; MAKIGN 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, provided an overview of the request to amend and restate the DeLand Toyota Planned Development allow for addition of an 8,000 square foot building.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve the Ordinance on first reading. Commissioner Davis seconded the motion, which carried by a unanimous vote.

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

3. Resolution Approving a Class IV Site Plan, Hillpointe/Pointe Grant Apartments, Located Southeast of the Intersection of Clear Lake Road, and North Spring Garden Avenue

Ms. Story presented an overview of the request for approval of a Class IV Site Plan for Hillpointe/Point Grant Apartments. The apartments were initially part of the Cascades Planned Development.

Commissioner Kevin Reid asked about potential changes in the Lake Moore area. Mr. Watts responded there had been a conversation with the Parks and Recreation Department. There is a roadway that dead ends into the recent Lake Moore acquisition and has been identified as a good location for a trailhead. Mr. Watts said he would be working with the City Attorney to talk about whether an agreement needs to be developed.

Vice Mayor Paiva made a motion to approve the Resolution. Commissioner Kevin Reid seconded the motion, which carried by a unanimous vote, 5-0.

4. Resolution Approving Final Plat, Lakewood Park Phase 3, Located at Dr. Martin Luther King, Jr. Beltway and County Road 4139

Belinda Collins, Senior Planner, provided an overview of the request to subdivide a 66.72-acre parcel into an overall subdivision of 123 single family residential lots with tracts for stormwater, open space, tree protection and right-of-way.

made a motion to approve the Resolution. seconded the motion, which carried by a unanimous vote, 5-0.

5. Consideration re Utility Service Agreement for DeLand Commons

Mr. Elkind explained the request for a utility service agreement. He said this is the first project in the downtown area that is subject to the Downtown Fair Share Agreement. He stated the City Commission had entered into an incentive agreement to get downtown apartments. Although this was not utility-related, a paragraph was included in the utility service agreement to identify the reimbursement for items other than utility items.

Vice Mayor Paiva made a motion to approve the Utility Service Agreement. Commissioner Davis seconded the motion. The motion carried by a unanimous vote.

Mayor Cloudman stated there has been a request to amend the incentive agreement.

Mark Watts, Cobb Cole, representing DeLand Commons, presented a project update and requested consideration for an amendment to the CRA Incentive Agreement with the Utility Service Agreement.

Mr. Watts gave a project update. He provided an analysis of the CRA/City returns with the initial assumptions that were used to determine incentives. He provided numbers from the present tax year and values that had been assessed. He stated that a draft agreement had been submitted to the City Attorney and City Manager. The request is to raise the cap to account for the 26.6% increase in cost that has been experienced on the development side. He stated he was looking for direction from the City Commission authorizing him to work with staff to produce an agreement to help them catch up with some of the costs.

Commissioner Davis asked if adjustments could be made by the developer. Mr. Watts said there have been some changes, one is the building will be constructed from wood instead of concrete. A third-party inspection has been hired to help maximize cost savings with regard to the overall building. They are value engineering but trying to do so without compromising the project.

Following discussion about the request to amend the agreement, Scott Culp, Atlantic Housing, stated this development had been underway for approximately five (5) years. He stated in the five (5) year period, there has been an unprecedented increase in construction costs. Most construction projects are experiencing over a 35% increase. He stated that when agreements are entered into, such as the one entered into with the City of DeLand, the cost estimates are not finalized. This contributes to the over-budget status. Mr. Culp said they are looking for a situation where the developer pays in the real estate taxes and the CRA and the developer has a joint benefit of the return of those dollars every year during the period of the CRA for thirteen years. And those increased taxes are what the developer is asking that the City Commission not cap at \$3.5 million.

Mr. Elkind advised the Commission that the agreement is in place because currently, there was not an apartment complex downtown. Because of that, no apartment developer could obtain financing for a project in the marketplace. Atlantic Housing came forward, willing to get a project constructed. That was the purpose of developing an incentive agreement.

Vice Mayor Paiva did not have an appetite for increasing the cap. Commissioner Dan Reed agreed. Commissioner Kevin Reid said the only way he could entertain this discussion would be to change the percentage of what the CRA is receiving annually, subsequently adjusting the cap where there was 80% and going higher.

Mr. Elkind said the purpose of the CRA, in large part, is to incentivize redevelopment in the area. He submitted to the Commission that long after this project is complete, allotting more money to the developer would not be justified under the auspices of incentivized development.

The overall direction of the Commission was that they were not inclined to amend the CRA Incentive Agreement.

CITY COMMISSION REPORTS

1. Report re Elected Officials Round Table – Report given by Mayor Cloudman.
2. Report re River-to-Sea TPO – Report given by Mayor Cloudman.

3. Report re River of Lakes Heritage Corridor – No Report given, Commissioner Dan Reed was unable to attend the meeting.

CITY MANAGER REPORT

Mr. Pleus reported:

- Nicole Sharbono from SMA Healthcare has asked for the City's support for a legislative budget request they are doing to expand counseling services in DeLand, mainly because of their partnership with The Bridge. There were no objections.

CITY ATTORNEY REPORT

Nothing to report.

CITY CLERK REPORT

Ms. Hennessy announced vacancies on the Planning Board and the Historic Board. Applications are available online.

CITY COMMISSION

Commissioner Kevin Reid made comments about recent events.

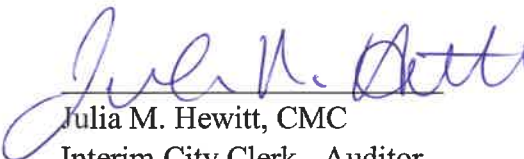
Commissioner Dan Reed made comments about recent events, and he also spoke about the petitioners downtown. He said they are downtown often, and he has had concerts at his location that were well attended, and petitioners showed up at both of the concerts.

Commissioner Davis made comments about recent events she had attended.

Mayor Cloudman gave some comments, shared thoughts about recent events and made some announcements. He said the Veteran's Day ceremony was great and the parade was well attended.

ADJOURNMENT

There being no further business, the meeting was adjourned at 10:06 p.m.


Julia M. Hewitt, CMC
Interim City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
April 7, 2025

SUBJECT: Second Reading of an Ordinance No. 2025-04, Amending Chapter 7 - Building and Housing Codes of the Code of Ordinances.

DEPARTMENT: Community Development

PREPARED BY: Rick Werbiskis, Community Dev. Director

ATTACHMENTS: ORD-2025-04 Chapter 7, Exhibit A - Chapter 7 Ordinance

APPROVED BY: Michael Pleus, City Manager, April 1, 2025

SUMMARY/HIGHLIGHT:

Chapter 7 Building and Housing Codes of the City's Codes and Ordinances has not had a comprehensive update since 2007. Since that time, there have been substantial changes to the Florida Building Code which necessitates the proposed updates. The Model Administrative Code, Chapter 1 for the Eight Edition (2023) Florida Building Code was used as the format for the updated language. Enforcement standards and procedures were also updated.

There is also a companion RCA related to Chapters 9, 10 and 25.

The City Commission approved First Reading of the ordinance on March 3, 2025.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There is no fiscal impact on the city through the adoption of the proposed ordinance.

RECOMMENDATION:

It is recommended that the City Commission approve the proposed ordinance on second reading.

BACKGROUND/DISCUSSION:

Chapter 7 Building and Housing Codes of the City's Codes and Ordinances has not had a comprehensive update since 2007. Since that time, there have been substantial changes to the Florida Building Code which necessitates the proposed updates.

ORDINANCE NO. 2025 - 04

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, REPEALING THE CURRENT CHAPTER 7, BUILDING AND HOUSING CODES, OF THE CITY OF DELAND CODE OF ORDINANCES AND REPLACING IT WITH A NEW CHAPTER 7, BUILDING AND HOUSING CODES, IN ORDER TO UPDATE CHAPTER 7 TO BE CONSISTENT WITH CURRENT STATE LAW AND BEST PRACTICES; AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, it is necessary to revise Chapter 7 “Building and Housing Codes” of the Code of Ordinances of the City of DeLand in order to update the regulations and standards contained therein to be consistent with current state law and best practices; and

WHEREAS, staff has undertaken a comprehensive review of Chapter 7 and it has been determined that given the number of changes it was most efficient to repeal the existing Chapter 7 and replace it with a new Chapter 7 which is set forth in the Exhibit A attached hereto; and

WHEREASE, the City Commission finds that the adoption of this Ordinance is in the best interests of the citizens of the City of DeLand.

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

Section 1. Chapter 7 Building and Housing Codes of the Code of Ordinances of the City of DeLand is hereby deleted in its entirety and replaced with a new Chapter 7 as set forth in and the attached Exhibit A.

Section 2. Conflicts. All Ordinances or parts of Ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed.

Section 3. Severability. If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

Section 4. Codification; Directions to Code Codifier; Correction of Scrivener's Errors.

(a). The provisions of Section 1 of this Ordinance shall become and be made a part of the Code of Ordinances of the City of DeLand but Sections 2 through 5 shall not be codified.

(b). The Code codifier shall instruct the Municipal Code Corporation to make all changes necessary in the Code of Ordinances of the City of DeLand to implement the provisions of this Ordinance and is granted liberal authority to codify the provisions of the attached Exhibit A to this Ordinance in such manner and in such places as deemed advisable.

(c). In accordance with the City's ongoing codification program; the City Clerk, in conjunction with the City Attorney, may make corrections to the provisions of this Ordinance relative to Scrivener's errors of whatever type or nature.

Section 5. Effective Date. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 7th day of April, 2025.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: March 03, 2025
Adopted on second reading: April 07, 2025

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

EXHIBIT A

Chapter 7 BUILDING AND HOUSING CODES

Sec. 7-1. Fees and penalty for violation of chapter.

- (a) *Fees for new construction.* Fees for permits and other related charges relating to new construction shall be determined by using the then current edition of the building valuation data table published by the International Code Council (ICC) multiplied by a percentage set by resolution of the city commission from time to time.
- (b) *Fees for all permits other than new construction.* Fees for all permits other than those set forth in subsection (a) above shall be set forth in a fee schedule adopted by resolution of the city commission from time to time.
- (c) *Reinspection fee.* An additional fee of \$50.00 shall be charged for each reinspection. A third failed inspection for the same violation(s) shall cause a \$200 fee to be assessed. A fourth failed inspection for the same violation(s) will necessitate a meeting with the Chief Building Official.
- (d) *Penalty.* Violations of this chapter are punishable as provided in section 1-6 of the Code of Ordinances for the city.

Sec. 7-2. Local supplement to the Florida Building Code, administration.

Section 101 General.

101.1 Title. These regulations shall be known as the City of DeLand's Administrative Section of the Florida Building Code, hereinafter referred to as "this code".

101.2 Scope. The provisions of this code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures

101.2.1 Specific Code References

- 1. Detached one-and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures not more than three stories above grade plane in height, shall comply with the Florida Building Code, Residential.
- 2. Existing buildings undergoing repair, alterations or additions and change of occupancy shall be permitted to comply with the current edition of the Florida Existing Building Code.
- 3. Abatement, condemnation, and demolition procedures for unsanitary premises, unsafe buildings and structures shall be addressed by the City of DeLand Code of Ordinances, Chapter 16, Section 3.
- 4. Fire Damaged Buildings and Structures shall be secured within 24 hours after the fire incident and a permit for repair, reconstruction or demolition shall be applied for within 60 days. The Chief Building Official may determine that a report be submitted by a Florida licensed professional engineer regarding the structural integrity of the structure.

101.2.2 Appendices. Provisions in the appendices to the Florida Building Code shall not apply unless specifically adopted by the City of DeLand.

101.2.3 There are hereby adopted the following appendices:

- 1. Existing Building Code:

Appendix B: Standard for Rehabilitation, the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.

2. Fuel Gas Code:

Appendix A: Sizing and Capacities of Gas Piping

Appendix B: Sizing of Venting Systems Serving Appliances Equipped with Draft Hoods, Category I Appliances, and Appliances Listed for Use with Type B Vents.

Appendix C: Exit Terminals of Mechanical Draft and Direct-Vent Venting Systems.

Appendix D: Recommended Procedure for Safety Inspection of an Existing Appliance Installation.

3. Plumbing Code:

Appendix D: Degree Day Design Temperatures

Appendix E: Sizing of Water Piping System

4. Residential Code:

Appendix A: (IFGS): Sizing and Capacities of Gas Piping

Appendix B: Sizing of Venting Systems Serving Appliances Equipped with Draft Hoods, Category I Appliances, and Appliances Listed for Use with Type B Vents.

Appendix C: (IFGS): Exit Terminals of Mechanical Draft and Direct- Vent Venting Systems.

5. Mechanical Code:

Appendix A: Chimney Connector Pass-Throughs

101.2.4 Florida Building Code, Residential construction standards or practices which are not covered by the Florida Building Code, Residential volume shall be in accordance with the Florida Building Code, Building.

101.3 Intent. The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.

101.3.1 Quality control. Quality control of materials and workmanship is not within the purview of this code except as it relates to the purposes stated herein.

101.3.2 Warranty and Liability: The permitting, plan review or inspection of any building, system or plan by this jurisdiction, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. The City of DeLand shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting.

101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.8 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

101.4.1 Electrical. The provisions of the (NFPA 70) National Electric Code (See Chapter 10-2, DeLand Code of Ordinances), shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

101.4.2 Gas. The provisions of the Florida Building Code, Fuel Gas shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements

apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

101.4.3 Mechanical. The provisions of the Florida Building Code, Mechanical shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

101.4.4 Plumbing. The provisions of the Florida Building Code, Plumbing shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

101.4.5 Property maintenance. The provisions of Section 102.10 of this Code shall regulate and govern the conditions and maintenance of all property, buildings, and structures to ensure that structures are safe, sanitary, and fit for occupancy and use.

101.4.6 Fire prevention. For provisions related to fire prevention, refer to the Florida Fire Prevention Code. The Florida Fire Prevention Code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

101.4.7 Energy. The provisions of the Florida Building Code, Energy Conservation shall apply to all matters governing the design and construction of buildings for energy efficiency.

101.4.8 Accessibility. For provisions related to accessibility, refer to the Florida Building Code, Accessibility.

101.4.8 Manufactured buildings. For additional administrative and special code requirements, see Section 458, Florida Building Code, Building and Rule 61-41 Florida Administrative Code.

Section 102 Applicability.

102.1 General. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. References in this code to the “local enforcing agency” shall mean the City of DeLand unless the context indicates otherwise.

102.1.1. The Florida Building Code does not apply to, and no code enforcement action shall be brought with respect to, zoning requirements, land use requirements and owner specifications or programmatic requirements which do not pertain to and govern the design, construction, erection, alteration, modification, repair or demolition of public or private buildings, structures or facilities or to programmatic requirements that do not pertain to enforcement of the Florida Building Code. Additionally, a local code enforcement agency may not administer or enforce the Florida Building Code, Building to prevent the siting of any publicly owned facility, including, but not limited to, correctional facilities, juvenile justice facilities, or state universities, community colleges, or public education facilities, as provided by law.

102.2 Building. The provisions of the Florida Building Code shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided in Florida Building Code, Existing Building. The following buildings, structures, and facilities are exempt from the Florida Building Code as provided by law, and any further exemptions shall be as determined by the Legislature and provided by law:

- (a) Building and structures specifically regulated and preempted by the federal government.

- (b) Railroads and ancillary facilities associated with the railroad.
- (c) Nonresidential farm buildings on farms.
- (d) Temporary buildings or sheds used exclusively for construction purposes.
- (e) Mobile or modular structures used as temporary offices, except that the provisions of Part V (§§ 553.501-553.513, FS) relating to accessibility by persons with disabilities and permits shall be required for structural support and tie down, electric supply and all other such utility connections to such mobile or modular structures as required by the City of DeLand.
- (f) Those structures or facilities of electric utilities, as defined in § 366.02 Florida Statutes, which are directly involved in the generation, transmission, or distribution of electricity.
- (g) Temporary sets, assemblies, or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.
- (h) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
- (i) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
- (j) Temporary housing provided by the Department of Corrections to any prisoner in the state correction system.
- (k) A building or structure having less than 1,000 square feet which is constructed and owned by a natural person for hunting and which is repaired or reconstructed to the same dimension and condition as existed on January 1, 2011, if the building or structure:
 - 1. Is not rented or leased or used as a principle residence.
 - 2. Is not located within the 100-year flood plain according to the Federal Emergency Management Agency's current Flood Insurance Rate Map; and
 - 3. Is not connected to an off-site electric power or water supply.

102.2.1 In addition to the requirements of §§ 553.79 and 553.80 Florida Statutes, facilities subject to the provisions of chapter 395 Florida Statutes and part II of Chapter 400 Florida Statutes shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of Chapter 395, Florida Statutes, and part II of Chapter 400, Florida Statutes, and the certification requirements of the federal government.

102.2.2 Residential buildings or structures moved into or within a county or municipality shall not be required to be brought into compliance with the state minimum building code in force at the time the building or structure is moved, provided:

- 1. The building or structure is structurally sound, meeting the wind speed requirements of the new location and is in occupiable condition for its intended use;
- 2. The occupancy use classification for the building or structure is not changed as a result of the move;
- 3. The building is not substantially remodeled;
- 4. Current fire code requirements for ingress and egress are met;

5. Electrical, gas and plumbing systems meet the codes in force at the time of construction and are operational and safe for reconnection; and
6. Foundation plans are sealed by a professional engineer or architect licensed to practice in this state, if required by the Florida Building Code, Building for all residential buildings or structures of the same occupancy class.

102.2.3 The building official shall apply the same standard to a moved residential building or structure as that applied to the remodeling of any comparable residential building or structure to determine whether the moved structure is substantially remodeled. The cost of the foundation on which the moved building or structure is placed shall not be included in the cost of remodeling for purposes of determining whether a moved building or structure has been substantially remodeled.

102.2.4 This section does not apply to the jurisdiction and authority of the Department of Agriculture and Consumer Services to inspect amusement rides or the Department of Financial Services to inspect state-owned buildings and boilers.

102.2.5 *Reserved.*

102.2.6 This section does not apply to swings and other playground equipment accessory to a one- or two-family dwelling.

Exception: Electrical service to such playground equipment shall be in accordance with the (NFPA 70) National Electric Code (See Chapter 10-2, DeLand Code of Ordinances).

102.3 *Application of references.* References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.4 *Referenced codes and standards.* The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

102.5 *Partial invalidity.* In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

102.6 *Existing structures.* The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, or the Florida Fire Prevention Code, or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

102.7 *Relocation of manufactured buildings.*

- (1) Relocation of an existing manufactured building does not constitute an alteration.
- (2) A relocated building shall comply with wind speed requirements of the new location, using the appropriate wind speed map. If the existing building was manufactured in compliance with the Standard Building Code (prior to March 1, 2002), the wind speed map of the Standard Building Code shall be applicable. If the existing building was manufactured in compliance with the Florida Building Code (after March 1, 2002), the wind speed map of the Florida Building Code shall be applicable.
- (3) A relocated building shall comply with the flood hazard area requirements of the new location, if applicable.

102.7.1 *Existing Mechanical Equipment.* An agency or local government may not require that existing mechanical equipment located on or above the surface of a roof be installed in compliance with the requirements of the Florida Building Code except during reroofing when the equipment is being replaced or moved and is not in compliance with the provisions of the Florida Building Code relating to roof-mounted mechanical units.

102.8 Rules of Construction. The rules set out in this section shall be observed, unless such construction is inconsistent with the manifest intent of this chapter. The rules of construction and definitions set out here shall not be applied to any section of the Code of Ordinance of the City of DeLand which contains any express provisions excluding such construction, or where the subject matter or content of such section would be inconsistent with this section.

102.8.1 Generally. All provisions, terms, phrases and expressions contained in this code shall be liberally construed in order that the intent of this Code may be fully carried out. Terms used in this Code, unless otherwise specifically provided, shall have the meanings prescribed by Florida statutes, the Florida Administrative Code, and any other laws or adopted regulations of this state for the same terms.

102.8.2 Text. In case of any difference of meaning or implication between the text of this code and any figure, the text shall control.

102.8.3 Delegation of authority. Whenever a provision appears requiring the Chief Building Official or some other officer or employee to do some act or perform some duty, it is to be construed to authorize the Chief Building Official or other officer to designate, delegate and authorize professional level subordinates to perform the required act or duty unless the terms of the provision or section specify otherwise.

102.8.4 Month. The word "month" shall mean a calendar month.

102.8.5 Shall, may. The word "shall" is mandatory; "may" is permissive. The word "shall" takes precedence over "may."

102.8.6 Written or in writing. The term "written" or "in writing" shall be construed to include any representation of words, letters or figures whether by printing, electronic communication or otherwise.

102.8.7 Year. The word "year" shall mean a calendar year, unless a fiscal year is indicated.

102.8.8 Interpretation. Interpretations of this chapter shall be made by the Chief Building Official or his or her designee.

102.8.8.1 Construction hours of operation. Construction and Demolition. It is hereby authorized to operate or cause the operation of any tools used in construction, drilling, repair, alteration or demolition work between the hours of 7:00 a.m. and 10:00 p.m. Monday through Saturday and 10:00 a.m. and 6:00 p.m. on Sundays or holidays, except for emergency work by public service utilities or by special authorization of the Chief Building Official.

102.9 Words Defined

Appraised value. For the purpose of this section, appraised value is defined as either (1) one hundred and twenty (115) percent of the assessed value of the structure as indicated by the Volusia County Property Appraiser's Office or (2) the value as indicated in a certified Appraisal from a certified appraiser.

Assessed value. The value of real property and improvements thereon as established by the County Property Appraiser.

Authorized agent. A person legally authorized by an owner and having written proof of such authorization to obtain permits or take other actions in the owner's stead.

Board. For complaints regarding Volusia County issued specialty licenses, "Board" shall mean the Volusia County Contractor Licensing & Construction Appeals Board. For all other complaints and appeals, "Board" shall mean a hearing officer appointed by the City of DeLand..

Building shell. The structural components that completely enclose a building, including, but not limited to, the foundation, structural frame, floor slabs, exterior walls and roof system.

Building system. A functionally related group of elements, components and/or equipment, such as the electrical, plumbing and mechanical systems of a building.

Certificate of occupancy (C.O.). An official document evidencing that a building satisfies the requirements of the City of DeLand for the occupancy of a building.

Certificate of Completion (C. of C.). An official document evidencing that the structure(s) and relevant appurtenances satisfies the requirements of the City of DeLand for the completion of a permit.

Change of occupancy. A change from one Building Code occupancy classification or sub-classification to another.

Commercial building. Any building, structure, improvement or accessory thereto, other than a one- or two-family dwelling.

Demolition. The act of razing, dismantling or removal of a building or structure, or portion thereof, to the ground level.

Examination. An exam prepared, proctored and graded by a recognized testing agency unless otherwise implied in context or specifically stated otherwise.

Imminent Danger.

1. Structurally unsound conditions of a structure or portion thereof that is likely to cause physical injury to a person entering the structure;
2. Structurally unsound conditions will likely cause the structure to fall, be carried by the wind, or otherwise detach or move, and in doing so cause physical injury or damage to any person on the property or to any person or property nearby; or
3. The condition of the property is such that it harbors or is inhabited by pests, vermin, or organisms injurious to human health, the presence of which constitutes an immediate hazard to people in the vicinity.

Inspection warrant. A court order authorizing the Chief Building Official or his designee to perform an inspection of a particular property named in the warrant.

Intensification of use. An increase in capacity or number of units of a residential or commercial building.

Permit. An official document authorizing performance of a specific activity regulated by this chapter.

Permit card or placard. A document issued by the City of DeLand evidencing the issuance of a permit and recording of inspections.

Site. The physical clearing of the site in preparation for foundation work including, but not limited to, site clearing, excavation, de-watering, pilings and soil testing activities.

Stop work order. An order by the building official, or his designee which requires the immediate cessation of all work and work activities described in the order.

Wind Speed Lines. The basic wind speed lines for Risk Category 1 through Risk Category IV buildings are determined by Section 1609 in the Florida Building Code, Building.

102.10 International Property Maintenance Code and Local Amendments.

- (a) *International Property Maintenance Code Adopted.* The International Property Maintenance Code, 2015 edition, with local amendments as set forth in subsection (b) below, is hereby adopted, and all references in this Section 102.10 to the "code" shall refer to the adopted provisions of the International Property Maintenance Code.
- (b) *Local Amendments to International Property Maintenance Code.*
 - (1) City staff shall administer the International Property Maintenance Code and all codes incorporated therein. All references in the International Property Maintenance Code to the "code official" shall be deemed to refer to City staff except the for purposes of sections 108 of the International

Property Maintenance Code, the "code official" shall be the City's building official or designee. All references in the International Property Maintenance Code to the International Building Code shall be deemed references to the Florida Building Code, with any local amendments thereto adopted by the City of DeLand. The owner of the subject structure is responsible for compliance with the requirements of this code.

- (2) All expenses incurred by the City in abating building conditions in accordance with section 108 of the International Property Maintenance Code shall constitute a lien against the property until paid, including statutory interest. The City may recover such expenses by any means authorized by law or equity. "Expenses" shall include, but not be limited to, costs incurred in ascertaining ownership, architectural or engineer consultation, mailing or delivery of notices, costs for closing, repair, or demolition of structures, and recording fees.
- (3) Section 103.5 of the International Property Maintenance Code is hereby deleted in its entirety.
- (4) Section 107 of the International Property Maintenance Code is hereby deleted in its entirety and replaced with a new Section 107.1 to read, in full, as follows:

Section 107.1 Violation procedures. Violations of this code shall be subject to enforcement via Chapter 7-A of Code of Ordinances or any of the methods set forth in the Code of Ordinances of the City of DeLand or state law.
- (5) Section 108.3 of the International Property Maintenance Code is hereby amended by changing the references to notices to refer to Chapter 7-A of the Code of Ordinances of the City of DeLand.
- (6) Sections 109 through 112 of the International Property Maintenance Code are hereby deleted in their entirety.
- (7) Section 302.4 of the International Property Maintenance Code is hereby deleted in its entirety.
- (8) Section 304.3 of the International Property Maintenance Code is hereby amended by changing the height requirement to 3 inches for one and two family residential structures and 6 inches for all other structures.
- (9) Section 304.14 of the International Property Maintenance Code is hereby deleted in its entirety and replaced with a new Section 304.14 to read, in full, as follows:

Year-round, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged, or stored, shall be supplied with approved, tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.
- (10) Section 304.15 of the International Property Maintenance Code is hereby deleted in its entirety and replaced with a new Section 304.15 to read, in full, as follows:

Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition.
- (11) Sections 304.2, 304.16, 304.17, 304.18.3, and 304.19 of the International Property Maintenance Code are hereby deleted in their entirety.
- (12) Section 305 of the International Property Maintenance Code is hereby deleted in its entirety.
- (13) Section 306 of the International Property Maintenance Code is hereby deleted in its entirety.
- (14) Section 307.1 of the International Property Maintenance Code is hereby deleted in its entirety and replaced with a new Section 307.1 to read, in full, as follows:

Every exterior and interior flight of stairs and every elevated walking surface shall have rails or guards as required by the Florida Building Code and the same shall be maintained in good repair.

- (15) Section 308 and Section 309.5 of the International Property Maintenance Code are hereby deleted in their entirety.
- (16) Chapter 4 of the International Property Maintenance Code is hereby deleted in its entirety and replaced with a new Section 401 to read, in full, as follows:

The owner of the structure shall provide and maintain light, ventilation and space conditions in accordance with the building code provision applicable to the structure at the time the structure was built.
- (17) Sections 502.2, 502.3, 502.4, 502.4.1 and 503 of the International Property Maintenance Code are hereby deleted in their entirety.
- (18) Section 602.3 of the International Property Maintenance Code is hereby amended by removing the references to dates.
- (19) Section 602.4 of the International Property Maintenance Code is hereby deleted in its entirety.
- (20) Chapter 7 of the International Property Maintenance Code is hereby deleted in its entirety.
- (21) Chapter 8 of the International Property Maintenance Code is hereby amended to change references from the ICC to the Florida Building Code and local amendments thereto adopted by the City of DeLand, and to also include NFPA 70.
- (22) Appendix A of the International Property Maintenance Code regarding Boarding Standards is specifically adopted by the City of DeLand, but such standards do not apply to storm-related boarding.
- (23) Whenever in the enforcement of this code, the area of responsibility of more than one code official of the City is involved, it shall be the duty of the code officials involved to coordinate their inspections and administrative orders as fully as practicable so that the owners and occupants of the structure shall not be subjected to separate visits by different inspectors or conflicting orders from the City. Whenever an inspector from any City department observes an apparent or actual violation of some provision of this code not within the inspector's authority to enforce, the inspector shall report the findings to the code official having jurisdiction thereof.
- (24) Nothing in this code shall be construed to cancel, modify or set aside any provision of the City of DeLand Land Development Code or any other provision of the Code of Ordinances of the City of DeLand. To the extent of any conflict between this code and any other provision of the Code of Ordinances of the City of DeLand, such other provision shall control over the provision of this code, but only to the extent of such conflict.

Section 103 Building Department.

103.1 Establishment. There is hereby established a department to be called the building department and the person in charge shall be known as the building official. All code officials employed by the department shall be certified in accordance with Chapter 468, Part XII, Florida Statutes.

103.2 Reserved.

103.3 Restrictions on employees. An officer or employee connected with the department, shall not be financially interested (except as a property owner) in the furnishing of labor, material, or appliances, alteration, or maintenance of a building, structure, service, system or in the making of plans or of specifications thereof, within the City of DeLand, unless he is the owner of such, if such financial interest is inconsistent with his duties or conflict with the interest of the department.

103.4 Records. The Building Official shall keep, or cause to be kept, a record of the business of the department. The records of the department shall be open to public inspection.

103.5 Liability. Any officer or employee charged with the enforcement of this code, acting for the City of DeLand in the discharge of his duties, shall not thereby render himself personally liable, and is hereby relieved from all personal liability, for any damage that may occur to persons or property as a result of any act required or permitted in the discharge of his duties. Any suit brought against any officer or employee or member because of such act performed by him in the enforcement of any provisions of this code shall be defended by the City of DeLand's Legal Department until the final termination of the proceedings, unless such person is found to have acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard for the safety, health, and welfare of the public.

Section 104 Duties and Powers of the Chief Building Official.

104.1 General. The Chief Building Official is hereby authorized and directed to enforce the provisions of this code. The building official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code, and shall not have the effect of waiving requirements specifically provided for in this code.

104.1.1 Applications and permits. The Chief Building Official shall receive applications, review construction documents and issue permits for the erection, and alteration, demolition and moving of buildings and structures, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

104.2 Right of entry.

104.2.1 First attempt. Whenever necessary to make an inspection to enforce any of the provisions of this code, or whenever the building official has reasonable cause to believe that there exists in any building or upon any premises any condition or code violation which makes such building, structure, premises, electrical, gas, mechanical or plumbing systems unsafe, dangerous or hazardous, the building official may enter such building, structure or premises at all reasonable times to inspect the same or to perform any duty imposed upon the building official by this code. If such building or premises are occupied, he shall first present proper credentials and request entry. If such building, structure, or premises are unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of such and request entry. If entry is refused, the building official shall have recourse to every remedy provided by law to secure entry.

104.2.2 Inspection warrant. When the building official has obtained a proper inspection warrant pursuant to Chapter 933, Florida Statutes, or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the building official for the purpose of inspection and examination pursuant to this code.

104.3 Stop work orders. Where the building official finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the building official is authorized to issue a stop work order. Such notice shall be in writing and shall be given to the owner of the property involved, the owner's authorized agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume. Any person who shall continue any work after having been served with a stop work order, except such work as that person has been directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

104.4 Denial or Revocation of permits.

Whenever a permit required under this section is denied or revoked because the plan, or the construction, erection, alteration, modification, repair, or demolition of a building, is found by the local enforcing agency to be not in compliance with the Florida Building Code, the local enforcing agency shall identify the specific

plan or project features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the permit applicant. If the local building code administrator or inspector finds that the plans are not in compliance with the Florida Building Code, the Chief Building Official or his or her designee, shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the local enforcing agency. The local enforcing agency shall provide this information to the permit applicant.

Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building permit to; or fine, penalize, sanction or assess fees against an arm's-length purchaser of a property for value solely because a building permit applied for by a previous owner of a property was not closed. The local enforcement agency shall maintain all rights and remedies against the property owner and contractor listed on the permit.

Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building permit to a contractor solely because the contractor is listed on other building permits that were not closed.

104.9 Approved materials and equipment. Materials, equipment and devices approved by the building official shall be constructed and installed in accordance with such approval.

104.9.1 Used materials and equipment. The use of used materials which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the building official.

104.10 Reserved.

104.11 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the building official finds that the proposed alternative meets all of the following:

1. The alternative material, design or method of construction is satisfactory and complies with the intent of the provisions of this code.

2. The material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code as it pertains to the following:

2.1 Quality.

2.2 Strength.

2.3 Effectiveness.

2.4 Fire resistance.

2.5 Durability.

2.6 Safety.

Where the alternative material, design or method of construction is not approved, the building official shall respond in writing, stating the reasons why the alternative was not approved.

104.11.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the building official shall have the authority to require

tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the building official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the building official for the period required for retention of public records.

104.12 Requirements not covered by code. Any requirements necessary for the strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or the other technical codes, shall be determined by the building official.

Section 105 Permits.

105.1 Required. Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the building official and obtain the required permit.

105.1.1 Annual facility permit. In lieu of an individual permit for each alteration to an existing electrical, gas, mechanical, plumbing or interior nonstructural office system(s), the building official is authorized to issue an annual permit for any occupancy to facilitate routine or emergency service, repair, refurbishing, minor renovations of service systems or manufacturing equipment installations/relocations. The building official shall be notified of major changes and shall retain the right to make inspections at the facility site as deemed necessary. An annual facility permit shall be assessed an annual fee and shall be valid for one year from date of issuance. A separate permit shall be obtained for each facility and for each construction trade, as applicable. The permit application shall contain a general description of the parameters of work intended to be performed during the year.

105.1.2 Annual facility permit records. The person to whom an annual facility permit is issued shall keep a detailed record of alterations made under such annual permit. The building official shall have access to such records at all times or such records shall be filed with the building official as designated.

105.1.3 Reserved.

105.1.4 Public swimming pool. The local enforcing agency may not issue a building permit to construct, develop, or modify a public swimming pool without proof of application, whether complete or incomplete, for an operating permit pursuant to F.S. § 514.031. A certificate of completion or occupancy may not be issued until such operating permit is issued. The local enforcing agency shall conduct their review of the building permit application upon filing and in accordance with F.S. ch. 553. The local enforcing agency may confer with the Department of Health, if necessary, but may not delay the building permit application review while awaiting comment from the Department of Health.

105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code. Permits shall not be required for the following:

Building:

1. Retaining walls that are not over 2 feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
2. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
3. Temporary motion picture, television and theater stage sets and scenery.

4. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep and are installed entirely above ground.

5. Swings and other playground equipment accessory to detached one- and two-family dwellings.

6. Non fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1,753 mm) in height.

Electrical:

1. *Repairs and maintenance:* Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

2. *Radio and television transmitting stations:* The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

3. *Temporary testing systems:* A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus. Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part which does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.
8. The installation, replacement, removal, or metering of any load management control device.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

105.2.1 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the building official.

105.2.2 Minor repairs. Ordinary minor repairs or installation of replacement parts may be made with the approval of the building official without a permit, provided the repairs do not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; additionally, ordinary minor repairs shall not include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring systems or mechanical equipment or other work affecting public health or general safety, and such repairs shall not violate any of the provisions of the technical codes.

105.3 Application for permit. To obtain a permit, the applicant shall first file an application therefore in writing on a form furnished by the Building department for that purpose. Permit application forms shall comply with the requirements of Section 713.135(5) and (6) Florida Statutes.

Each application shall be inscribed with the date of application, and the code in effect as of that date. For a building permit for which an application is submitted prior to the effective date of the Florida Building Code, the state minimum building code in effect in the permitting jurisdiction on the date of the application governs the permitted work for the life of the permit and any extension granted to the permit.

Effective October 1, 2017, a local enforcement agency shall post each type of building permit application on its website. Completed applications must be able to be submitted electronically to the appropriate building department. Accepted methods of electronic submission include, but are not limited to, e-mail submission of applications in portable document format or submission of applications through an electronic fill-in form available on the building department's website or through a third-party submission management software. Payments, attachments, or drawings required as part of the permit application may be submitted in person in a nonelectronic format, at the discretion of the building official.

105.3.1 Action on application. The building official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the building official shall reject such application in writing, stating the reasons therefore. If the building official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable hereto, the building official shall issue a permit therefore as soon as practicable. When authorized through contractual agreement with school board, in acting on applications for permits, the building official shall give first priority to any applications for the construction of, or addition or renovation to, any school or educational facility.

105.3.1.1 If a state university, Florida college, or public school district elects to use a local government's code enforcement offices, fees charged by counties and municipalities for enforcement of the Florida Building Code on buildings, structures, and facilities of state universities, state colleges, and public school districts shall not be more than the actual labor and administrative costs incurred for plans review and inspections to ensure compliance with the code.

105.3.1.2 No permit may be issued for any building construction, erection, alteration, modification, repair, or addition unless the applicant for such permit provides to the enforcing agency which issues the permit any of the following documents which apply to the construction for which the permit is to be issued and which shall be prepared by or under the direction of an engineer registered under chapter 471 Florida Statutes:

1. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than \$125,000.
2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. Personnel, as authorized by chapter 633 Florida Statutes, , may design a new fire sprinkler system of 49 or fewer heads; may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of 49 heads or fewer, notwithstanding the size of the existing fire sprinkler system; or may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation or deletion of 249 or fewer sprinklers, notwithstanding the size of the existing fire sprinkler system, if there is no change of occupancy of the affected areas, as defined in this code and the Florida Fire Prevention Code, and there is no change in the water demand as defined in NFPA 13, "Standard for the Installation of Sprinkler Systems," and if the occupancy hazard classification as defined in NFPA 13 is reduced or remains the same as a result of the alteration.
3. Heating, ventilation, and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than \$125,000. This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one-family, two-family, three-family or four-family structure. An air-conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, Florida Statutes to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with value of \$125,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer.

Example 1: When a space has two 10-ton systems with each having an independent duct system, the contractor may design these two systems since each unit (system) is less than 15 tons.

Example 2: Consider a small single story office building which consists of 6 individual offices where each office has a single three-ton package air conditioning heat pump. The six heat pumps are connected to a single water cooling tower. The cost of the entire heating, ventilation and air conditioning work is \$47,000 and the office building accommodates fewer than 100 persons. Because the six mechanical units are connected to a common water tower this is considered to be an 18-ton system. It therefore could not be designed by a mechanical or air conditioning contractor.

Note: The limiting criteria of 100 persons and \$125,000 apply to the building occupancy load and the cost for the total air-conditioning system of the building.

4. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than \$5,000.
5. Electrical documents. See Florida Statutes 471.003(2)(h).

Any electrical system that meets the following thresholds is required to be designed by a Florida Registered Engineer: an electrical system with a value of over \$125,000 with an aggregate reserve capacity of over 600 amperes (240 volts) on a residential electrical system or over 800 amperes (240 volts) on a commercial or industrial electrical system.

NOTE: The limiting factor of 240 volts or over is required to be designed by an Engineer.

Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in § 471.025 Florida Statutes.

6. All public swimming pools and public bathing places defined by and regulated under Chapter 514, Florida Statutes.

105.3.1.3 Reviewing application for building permit.

1. When reviewing an application for a building permit, a local government may not request additional information from the applicant more than three times, unless the applicant waives such limitation in writing.

2. If a local government requests additional information from an applicant and the applicant submits the requested additional information to the local government within 30 days after receiving the request, the local government must, within 15 days after receiving such information:

- a. Determine if the application is properly completed;
- b. Approve the application;
- c. Approve the application with conditions;
- d. Deny the application; or
- e. Advise the applicant of information, if any, that is needed to deem the application properly completed or to determine the sufficiency of the application.

3. If a local government makes a second request for additional information from the applicant and the applicant submits the requested additional information to the local government within 30 days after receiving the request, the local government must, within 10 days after receiving such information:

- a. Determine if the application is properly completed;
- b. Approve the application;
- c. Approve the application with conditions;
- d. Deny the application; or
- e. Advise the applicant of information, if any, that is needed to deem the application properly completed or to determine the sufficiency of the application.

4. Before a third request for additional information may be made, the applicant must be offered an opportunity to meet with the local government to attempt to resolve outstanding issues. If a local government makes a third request for additional information from the applicant and the applicant submits the requested additional information to the local government within 30 days after receiving the request, the local government must, within 10 days after receiving such information unless the applicant waived the local government's limitation in writing, determine that the application is complete and:

- a. Approve the application;
- b. Approve the application with conditions; or
- c. Deny the application.

5. If the applicant believes the request for additional information is not authorized by ordinance, rule, statute, or other legal authority, the local government, at the applicant's request, must process the application and either approve the application, approve the application with conditions, or deny the application.

105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned, becoming null and void 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing prior to the abandonment date and justifiable cause demonstrated.

105.3.3 An enforcing authority may not issue a building permit for any building construction, erection, alteration, modification, repair or addition unless the permit either includes on its face or there is attached to the permit the following statement: "NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as water management districts, state agencies, or federal agencies."

105.3.4 A building permit for a single-family residential dwelling must be issued within 30 working days of application therefor unless unusual circumstances require a longer time for processing the application or unless the permit application fails to satisfy the Florida Building Code or the enforcing agency's laws or ordinances.

105.3.5 Identification of minimum premium policy. Except as otherwise provided in Chapter 440, Workers' Compensation, every employer shall, as a condition to receiving a building permit, show proof that it has secured compensation for its employees as provided in §§ 440.10 and 440.38, Florida Statutes.

105.3.6 Asbestos removal. Moving, removal or disposal of asbestos-containing materials on a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed according to the owner-builder limitations provided in this paragraph. To qualify for exemption under this paragraph, an owner must personally appear and sign the building permit application. The permitting agency shall provide the person with a disclosure statement in substantially the following form:

Disclosure Statement: State law requires asbestos abatement to be done by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove or dispose of asbestos-containing materials on a residential building where you occupy the building and the building is not for sale or lease, or the building is a farm outbuilding on your property. If you sell or lease such building within 1 year after the asbestos abatement is complete, the law will presume that you intended to sell or lease the property at the time the work was done, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances.

105.3.7 Special foundation permit. When application for permit to erect or enlarge a building has been filed and pending issuance of such permit, the building official may, at his discretion, issue a special permit for the foundation only. The holder of such a special permit is proceeding at their own risk and without assurance that a permit for the remainder of the work will be granted nor that corrections will not be required in order to meet provisions of the technical codes.

105.3.8 Public right of way. A permit shall not be given by the building official for the construction of any building, or for the alteration of any building where said building is to be changed and such change will affect the exterior walls, bays, balconies, or other appendages or projections fronting on any street, alley or public lane, or for the placing on any lot or premises of any building or structure removed from another lot or premises, unless the applicant has made application for right of way permits from the authority having jurisdiction over the street, alley or public lane.

105.3.9 A local government may not require a contract between a builder and an owner for the issuance of a building permit or as a requirement for the submission of a building permit application.

105.4 Conditions of the permit.

105.4.1 Permit intent. A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the building official from thereafter requiring a correction of errors in plans, construction or violations of this code. Every permit issued shall become invalid unless the work authorized by such permit is

commenced within six months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of six months after the time the work is commenced.

105.4.1.1 If work has commenced and the permit is revoked, becomes null and void, or expires because of lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work.

105.4.1.2 If a new permit is not obtained within 180 days from the date the initial permit became null and void, the building official is authorized to require that any work which has been commenced or completed be removed from the building site. Alternately, a new permit may be issued on application, providing the work in place and required to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new permit.

105.4.1.3 Work shall be considered to be in active progress when the permit has received an approved inspection within 180 days. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process.

105.4.1.4 The fee for renewal reissuance and extension of a permit shall be set by the City Commission for the City of DeLand.

105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. Failure to obtain an approved inspection within 180 days of the previous approved inspection shall constitute suspension or abandonment of the work. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated and received in the Building Department before the expiration of the permit. Permits issued for the demolition of a structure shall expire sixty (60) days from the date of issuance. For a justifiable cause, one (1) extension of time for a period not exceeding thirty (30) days may be allowed. Such request shall be in writing and received by the building official before the expiration of the permit.

105.5.1 Additional options for closing a permit.

Pursuant to Section 553.79(15), Florida Statutes, a property owner, regardless of whether the property owner is the one listed on the application for the building permit, may close a building permit by complying with the following requirements:

1. The property owner may retain the original contractor listed on the permit or hire a different contractor appropriately licensed in this state to perform the work necessary to satisfy the conditions of the permit and to obtain any necessary inspection in order to close the permit. If a contractor other than the original contractor listed on the permit is hired by the property owner to close the permit, such contractor is not liable for any defects in the work performed by the original contractor and is only liable for the work that he or she performs.
2. The property owner may assume the role of an owner builder, in accordance with Sections 489.103(7) and 489.503(6), Florida Statutes.
3. If a building permit is expired and its requirements have been substantially completed, as determined by the Chief Building Official, the permit may be closed without having to obtain a new building permit, and the work required to close the permit may be done pursuant to the building code in effect at the time the local enforcement agency received the application for the permit, unless the contractor has sought and received approval from the local enforcement agency for an alternative material, design or method of construction.

4. A local enforcement agency may close a building permit 6 years after the issuance of the permit, even in the absence of a final inspection, if the local enforcement agency determines that no apparent safety hazard exists.

For purposes of this section, the term “close” means that the requirements of the permit have been satisfied.

105.6 Denial or revocation. Whenever a permit required under this section is denied or revoked because the plan, or the construction, erection, alteration, modification, repair, or demolition of a building, is found by the local enforcing agency to be not in compliance with the Florida Building Code, the local enforcing agency shall identify the specific plan or project features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the permit applicant. If the local building code administrator or inspector finds that the plans are not in compliance with the Florida Building Code, the local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the local enforcing agency. The local enforcing agency shall provide this information to the permit applicant.

Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building permit to; issue a notice of violation to; or fine, penalize, sanction or assess fees against an arm’s-length purchaser of a property for value solely because a building permit applied for by a previous owner of the property was not closed. The local enforcement agency shall maintain all rights and remedies against the property owner and contractor listed on the permit.

Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building permit to a contractor solely because the contractor is listed on other building permits that were not closed.

105.7 Placement of permit. The building permit or copy shall be kept on the site of the work until the completion of the project.

105.8 Notice of commencement. As per § 713.135 Florida Statutes, when any person applies for a building permit, the City when issuing such permit shall print on the face of each permit card in no less than 18-point, capitalized, boldfaced type: "WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."

105.9 Asbestos. The City shall require each building permit for the demolition or renovation of an existing structure to contain an asbestos notification statement which indicates the owner's or operator's responsibility to comply with the provisions of § 469.003 Florida Statutes and to notify the Department of Environmental Protection of her or his intentions to remove asbestos, when applicable, in accordance with state and federal law.

105.10 Certificate of protective treatment for prevention of termites. A weather resistant jobsite posting board shall be provided to receive duplicate Treatment Certificates as each required protective treatment is completed, providing a copy for the person the permit is issued to and another copy for the building permit files. The Treatment Certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration and number of gallons used, to establish a verifiable record of protective treatment. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval.

105.11 Notice of termite protection. A permanent sign which identifies the termite treatment provider and need for reinspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel.

105.12 Work starting before permit issuance. Upon approval of the building official, the scope of work delineated in the building permit application and plan may be started prior to the final approval and issuance of the permit, provided any work completed is entirely at risk of the permit applicant and the work does not proceed past the first required inspection.

105.13 Phased permit approval. After submittal of the appropriate construction documents, the building official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted. Corrections may be required to meet the requirements of the technical codes.

105.14 Permit issued on basis of an affidavit. Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the building official, are hazardous or complex, the building official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise such work. In addition, they shall be responsible for conformity to the permit, provide copies of inspection reports as inspections are performed, and upon completion make and file with the building official written affidavit that the work has been done in conformity to the reviewed plans and with the structural provisions of the technical codes. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the building official. The building official shall ensure that any person conducting plans review is qualified as a plans examiner under part XII of chapter 468, Florida Statutes and that any person conducting inspections is qualified as a building inspector under Part III of chapter 468, Florida Statutes.

105.14.1 Affidavits in flood hazard areas. Permit issued on basis of an affidavit shall not extend to the flood load and flood resistance requirements of the Florida Building Code and the building official shall review and inspect those requirements.

Section 106 Submittal Documents.

106.1 Submittal documents. Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in two or more sets with each permit application. The construction documents shall be prepared by a registered design professional where required by Chapter 471, Florida Statutes or Chapter 481, Florida Statutes. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

106.1.1 Information on construction documents. Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted when approved by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the building official. See also Section 106.3.5).

106.1.1.1 Fire protection system shop drawings. Shop drawings for the fire protection system(s) shall be submitted to indicate conformance with this code and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9 of the Florida Building Code.

106.1.1.2 Means of egress.

The *construction documents* shall show in sufficient detail the location, construction, size and character of all portions of the *means of egress* including the path of the *exit discharge* to the *public way* in

compliance with the provisions of this code. In other than occupancies in Groups R-2, R-3, and I-1, the *construction documents* shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

106.1.1.3 Exterior wall envelope.

Construction documents for all buildings shall describe the *exterior wall envelope* in sufficient detail to determine compliance with this code. The *construction documents* shall provide details of the *exterior wall envelope* as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings.

The *construction documents* shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the *construction documents* maintain the weather resistance of the *exterior wall envelope*. The supporting documentation shall fully describe the *exterior wall* system that was tested, where applicable

106.1.2 Additional data. The building official may require details, computations, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations. All drawings, specifications and accompanying data required by the building official to be prepared by an architect or engineer shall be affixed with their official seal, signature and date as state law requires.

106.1.3 Quality of building plans. The building official may establish through departmental policy, standards for plans and specifications, in order to provide conformity to its record retention program. This policy may include such things as minimum size, shape, contrast, clarity, or other items related to records management, such as Building plans shall be drawn to a minimum 1/8 inch scale.

106.1.4 Site plan. The construction documents submitted with the application for *permit* shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from *lot lines*, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The *building official* is authorized to waive or modify the requirement for a site plan where the application for *permit* is for *alteration* or *repair* or where otherwise warranted, except where a site plan is otherwise required by the City of DeLand Land Development Code or other provision of law.

106.1.5 Hazardous occupancies. The building official may require the following:

1. **General site plan.** A general site plan drawn at a legible scale which shall include, but not be limited to, the location of all buildings, exterior storage facilities, permanent access ways, evacuation routes, parking lots, internal roads, chemical loading areas, equipment cleaning areas, storm and sanitary sewer accesses, emergency equipment and adjacent property uses. The exterior storage areas shall be identified with the hazard classes and the maximum quantities per hazard class of hazardous materials stored.
2. **Building floor plan.** A building floor plan drawn to a legible scale, which shall include, but not be limited to, all hazardous materials storage facilities within the building and shall indicate rooms, doorways, corridors, exits, fire rated assemblies with their hourly rating, location of liquid tight rooms, and evacuation routes. Each hazardous materials storage facility shall be identified on the plan with the hazard classes and quantity range per hazard class of the hazardous materials stored.

106.2 Reserved.

106.3 Examination of documents. The building official shall examine or cause to be examined the accompanying construction documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances with the exception of the following:

1. Building plans approved pursuant to § 553.77(5) Florida Statutes and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly or construction at the site. Erection, assembly (including utility crossover connections) and construction at the site are subject to local permitting and inspections. Photocopies of plans approved according to Rule 61-41.009, Florida Administrative Code, shall be sufficient for local permit application documents of record for the modular building portion of the permitted project.
2. Industrial construction on sites where design, construction and fire safety are supervised by licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to approval of the building official, from review of plans and inspections, providing the appropriate licensed design and inspection professionals certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.

106.3.1 Approval of construction documents. When the building official issues a permit, the construction documents shall be endorsed, in writing or by stamp, as "Reviewed for Code Compliance." One set of construction documents so reviewed shall be retained by the building official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the building official or a duly authorized representative.

106.3.2 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

106.3.3 Reserved.

106.3.4 Reserved.

106.3.4.1 Reserved.

106.3.4.2 Reserved.

106.3.4.3 Certifications by contractors authorized under the provisions of § 489.115(4)(b) Florida Statutes shall be considered equivalent to sealed plans and specifications by a person licensed under chapter 471 Florida Statutes or chapter 481 Florida Statutes by local enforcement agencies for plans review for permitting purposes relating to compliance with the wind resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one-and two-family dwellings. Local enforcement agencies may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause shown, local government code enforcement agencies may accept or reject plans sealed by persons licensed under chapters 471, 481 or 489, Florida Statutes.

106.3.5 Minimum plan review criteria for buildings. The examination of the documents by the building official shall include the following minimum criteria and documents; a floor plan, site plan, foundation plan, floor/roof framing plan or truss layout; all fenestration penetrations; flashing; and rough opening dimensions; and all exterior elevations:

Commercial Buildings:

Building

1. Site Requirements
 - Parking
 - Fire access
 - Vehicle loading
 - Driving/turning radius
 - Fire hydrant/water supply/Post Indicator Valve (PIV)
 - Set back/separation (assumed property lines)
 - Location of specific tanks, water lines and sewer lines
 - Flood hazard areas, flood zones, and design flood elevations
2. Occupancy group and special occupancy requirements shall be determined.
3. Minimum type of construction shall be determined per Table 503a) of the Florida Building Code, Building.
4. Fire resistant construction requirements shall include the following components:
 - Fire resistant separations
 - Fire resistant protection for type of construction protection of openings and penetrations of rated walls.
 - Fire blocking and draftstopping and calculated fire resistance.
5. Fire suppression systems shall include:
 - Early warning smoke evacuation systems
 - Schematic fire sprinklers
 - Standpipes
 - Pre-engineered systems
 - Riser diagram
6. Life safety systems shall be determined and shall include the following requirements:
 - Occupant load and egress capacities
 - Early warning
 - Smoke control
 - Stair pressurization
 - Systems schematic
7. Occupancy load/egress requirements shall include
 - Occupancy load
 - Gross
 - Net
 - Means of egress
 - Exit access

- Exit
- Exit discharge
- Stairs construction/geometry and protection
- Doors
- Emergency lighting and exit signs
- Specific occupancy requirements
- Construction requirements
- Horizontal exits/exit passageways

8. Structural requirements shall include:

- Soil conditions/analysis
- Termite protection
- Design loads
- Wind requirements
- Building envelope
- Structural calculations (if required)
- Foundation
- Flood requirements in accordance with Section 1612 of the Florida Building Code, Building, including lowest floor elevations, enclosures, flood damage-resistant materials
- Wall systems
- Floor systems
- Roof systems
- Threshold inspection plan
- Stair systems

9. Materials shall be reviewed and shall at a minimum include the following:

- Wood
- Steel
- Aluminum
- Concrete
- Plastic
- Glass
- Masonry
- Gypsum board and plaster
- Insulating (mechanical)
- Roofing
- Insulation

10. Accessibility requirements shall include the following:

- Site requirements
- Accessible route
- Vertical accessibility
- Toilet and bathing facilities
- Drinking fountains
- Equipment
- Special occupancy requirements
- Fair housing requirements

11. Interior requirements shall include the following:
 - Interior finishes (flame spread/smoke development)
 - Light and ventilation
 - Sanitation
12. Special systems
 - Elevators
 - Escalators
 - Lifts
13. Swimming Pools
 - Barrier requirements
 - Spas
 - Wading pools
14. Location and installation details. The specific location and installation details of each fire door, fire damper, ceiling damper and smoke damper shall be shown and properly identified on the building plans by the designer.

Electrical

1. Electrical
 - Wiring
 - Services
 - Feeders and branch circuits
 - Overcurrent protection
 - Grounding
 - Wiring methods and materials
 - GFCIs
2. Equipment
3. Special Occupancies
4. Emergency Systems
5. Communication Systems

6. Low voltage
7. Load calculations
8. Design flood elevation

Plumbing

1. Minimum plumbing facilities
2. Fixture requirements
3. Water supply piping
4. Sanitary drainage
5. Water heaters
6. Vents
7. Roof drainage
8. Back flow prevention
9. Irrigation
10. Location of water supply line
11. Grease traps
12. Environmental requirements
13. Plumbing riser
14. Design flood elevation

Mechanical

1. Energy calculations
2. Exhaust systems
 - Clothes dryer exhaust
 - Kitchen equipment exhaust
 - Specialty exhaust systems
3. Equipment
4. Equipment location
5. Make-up air
6. Roof-mounted equipment
7. Duct systems
8. Ventilation
9. Combustion air
10. Chimneys, fireplaces and vents
11. Appliances
12. Boilers
13. Refrigeration

14. Bathroom ventilation
15. Laboratory
16. Design flood elevation

Gas

1. Gas piping
2. Venting
3. Combustion air
4. Chimneys and vents
5. Appliances
6. Type of gas
7. Fireplaces
8. LP tank location
9. Riser diagram/shutoffs
10. Design flood elevation

Demolition

1. Asbestos removal
2. Receipt of rodent abatement

Residential (one- and two-family)

1. Site requirements
 - Set back/separation (assumed property lines)
 - Location of septic tanks
2. Fire-resistant construction (if required)
3. Fire
4. Smoke detector locations
5. Egress
 - Egress window size and location stairs construction requirements
6. Structural requirements shall include:
 - Wall section from foundation through roof, including assembly and materials connector tables wind requirements structural calculations (if required)
 - Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, equipment, and flood damage-resistant materials
 - Termite protection
 - Design loads
 - Building envelope
 - Foundation

7. Accessibility requirements:
Show/identify accessible bath
8. Impact resistant coverings or systems

106.3.6 Exemptions. Plans examination by the building official shall not be required for the following work:

1. Replacing existing equipment such as mechanical units, water heaters, etc.
2. Minor electrical, plumbing and mechanical repairs
3. Annual maintenance permits.
4. Prototype plans, except for local site adoptions, siding, foundations and/or modifications; except for structures that require waiver.
5. Manufactured buildings plan except for foundations and modifications of buildings on site.
6. Reroofs

106.4 Amended construction documents. Work shall be installed in accordance with the approved construction documents, and any changes made during construction that are not in compliance with the approved construction documents shall be resubmitted for approval as an amended set of construction documents.

106.5 Retention of construction documents. One set of approved construction documents shall be retained by the building official for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws.

106.6 Affidavits. The building official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. The building official may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the building official copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the building official relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. The building official shall ensure that any person conducting plans review is qualified as a plans examiner under part XII of Chapter 468, Florida Statutes, and that any person conducting inspections is qualified as a building inspector under part XII of Chapter 468, Florida Statutes.

106.6.1 Building permits issued in flood hazard areas on the basis of an affidavit. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 CFR 59 and 60), the authority granted to the building official to issue permits, to rely on inspections, and to accept plans and construction documents on the basis of affidavits and plans submitted pursuant to Section 105.14 this Code and Section 107.6, of the Florida Building Code, Building, shall not extend to the flood load and flood resistance construction requirements of the Florida Building Code.

106.6.2 Affidavits provided pursuant to Section 553.791, Florida Statutes.

For a building or structure in a flood hazard area, the building official shall review any affidavit certifying compliance with the flood load and flood-resistant construction requirements of the Florida Building Code.

Section 107 Temporary Structures and Uses.

107.1 General. The building official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The building official is authorized to grant extensions for demonstrated cause.

107.2 Conformance. Temporary structures and uses shall comply with Section 3103 in the Florida Building Code, Building.

107.3 Temporary power. The building official is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in NFPA 70.

107.4 Termination of approval. The building official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure or use to be discontinued.

Section 108 Fees.

108.1 Payment of fees. A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

108.2 Schedule of permit fees. On buildings, structures, electrical, gas, technical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the City Commission.

108.2.1 Types of Fees Enumerated. Fees may be charged for but not limited to the following:

- Permits;
- Plans examination;
- Re-inspections;
- Administrative fees (including fees for investigative and legal costs incurred in the context of certain disciplinary cases heard by the special magistrate);
- Variance requests;
- Administrative appeals;
- Violations; and
- Other fees as established by local ordinance.

108.3 Building permit valuation. The applicant for a *permit* shall provide an estimated *permit* value at time of application. *Permit* valuations shall include total value of work, including materials and labor, for which the *permit* is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the building official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the building Official. Final building permit valuation shall be set by the building official.

108.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the building official's approval or the necessary permits shall be subject to a penalty of 100 percent of the usual permit fee in addition to the required permit fees or such greater sum as may be provided by local ordinance. This provision shall not apply to emergency work when delay would clearly have placed life or property in imminent danger. But in all such cases the required permit(s) must be applied for within three (3) business days and any unreasonable delay in obtaining those permit(s) shall result in the charge of a double fee. The payment of a double fee shall not preclude or be deemed a substitute for prosecution for commencing work without first obtaining a permit. The building official may grant extensions of time when justifiable cause has been demonstrated in writing.

108.5 Reserved.

108.6 Reserved.

Section 109 Inspections.

109.1 General. Construction or work for which a permit is required shall be subject to inspection by the building official and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the City of DeLand.

Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the City of DeLand shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. The building official shall be permitted to require a boundary line survey prepared by a qualified surveyor whenever the boundary lines cannot be readily determined in the field. Neither the building official nor the City of DeLand shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

109.1.1 Reserved.

109.1.2 Inspection service. The building official may make, or cause to be made, the inspections required by this Section 109 of this code. He or she may accept reports of recognized inspection services, provided that after investigation he/she is satisfied as to their licensure, qualifications and reliability. A certificate required by any provision of this code shall not be based on such reports unless the same are recorded by the building code inspector or the architect or engineer performing building code inspections in a manner specified by the building official. The building official shall ensure that all persons making such inspections shall be certified in accordance to Chapter 468 Florida Statutes.

109.2 Preliminary inspection. Before issuing a permit, the building official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

109.3 Required inspections. The building official upon notification from the permit holder or his agent shall make the following inspections, and such other inspections as deemed necessary, and shall either release that portion of the construction or shall notify the permit holder or his agent of any violations which must be corrected in order to comply with the technical codes. The building official shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection.

Building

1. *Foundation inspection.* To be made after trenches are excavated and forms erected and shall at a minimum include the following building components:

stem-wall

monolithic slab-on-grade

piling/pile caps

footers/grade beam

In flood hazard areas, upon placement of the lowest floor, including basement, and prior to further vertical construction, the elevation certification shall be submitted to the authority having jurisdiction.

1.1. Slab Inspection: To be made after the reinforcement is in place, all concealed conduit, piping, ducts and vents are installed and the electrical, plumbing and mechanical work is complete. Slab shall not be placed until all required inspections have been made and passed.

A foundation/Form board survey prepared and certified by a registered surveyor shall be required for all new construction prior to approval of the slab inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at

the job site for review by the building inspector. At the discretion of the building official, in lieu of providing a survey, the contractor may elect to uncover all property line markers and string-up all property lines in preparation for inspection.

2. *Framing inspection.* To be made after the roof, all framing, fireblocking and bracing is in place, all concealing wiring, all pipes, chimneys, ducts and vents are complete and shall at a minimum include the following building components:

window/door framing and installation

vertical cells/columns

lintel/tie beams

framing/trusses/bracing/connectors (including truss layout & engineered drawings)

draft stopping/fire blocking

curtain wall framing

energy insulation

accessibility.

verify rough opening dimensions are within tolerances.

2.1. Insulation Inspection: To be made after the framing inspection is approved and the insulation is in place.

2.2 Gypsum board nail/screw inspection.

3. *Sheathing inspection.* To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components:

roof sheathing

wall sheathing

sheathing fasteners

roof/wall dry-in.

sheathing/cladding inspection

window/door buck attachment

NOTE: Sheathing fasteners installed and found to be missing the structural member (shiners) shall be removed and properly reinstalled prior to installation of the dry-in material.

4. Exterior wall coverings. Shall at a minimum include the following building components in progress inspections:

exterior wall coverings and veneers

soffit coverings

5. *Roofing inspection:* To be made as two inspections and shall at a minimum include the following building components:

dry-in

insulation

roof coverings (including In Progress)

flashing

6. *Final inspection.* To be made after the building is completed and ready for occupancy.
 - 6.1. In flood hazard areas, as part of the final inspection, a final certification of the lowest floor elevation or the elevation to which a building is dry floodproofed, as applicable, shall be submitted.
7. *Swimming pool inspection.*

First inspection to be made after excavation and installation of reinforcing steel, bonding and main drain and prior to placing of concrete shell.

Underground electric inspection.

Underground plumbing inspection including a pressure test

Deck inspection: to be made prior to installation of the deck material (with forms, deck drains, and any reinforcement in place

Final inspection to be made when the swimming pool is complete, all required enclosure requirements are in place, and an Engineering Inspector has inspected the sidewalks where the pool construction took place to ensure that any damaged City sidewalks have been repaired to City Standards if they were damaged by the swimming pool contractor or a sub-contractor of the swimming pool contractor.

In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in § 454.2.17 of the Florida Building Code, Building.
8. *Demolition Inspections.*

Before the first inspection is completed, a building inspector will need to visit the structure to obtain a fixture count of the existing fixtures that use water or are connected to the City sewer so that a credit could be determined for use towards a future permit to rebuild. _First inspection to be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations, and to verify that required rodent abatement had been conducted.

Final inspection to be made after all demolition work is completed.
9. *Manufactured building Inspections.* The building department shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility crossovers; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the Florida Building Code.

Additional inspections may be required for public educational facilities. See § 423.27.20 of the Florida Building Code.

Electrical

1. *Underground inspection.* (including bonding and ground.) To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.
2. *Rough-In inspection.* To be made after the roof, framing, fireblocking and bracing is in place and prior to the installation of wall or ceiling membranes.
3. *Final inspection.* To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.
4. *Temporary power inspection.* To be made after temporary power pole is in place and properly supported

5. *Replacement electrical service inspection.* To be made after all electrical work is complete and prior to energizing the electrical service.
6. Existing Swimming Pools. To be made after all repairs or alterations are complete, all required electrical equipment, GFCI protection, and equipotential bonding are in place on said alterations or repairs.

Plumbing

1. *Underground inspection.* To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.
2. *Rough-in inspection.* To be made after the roof, framing, fireblocking and bracing is in place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling membranes.
3. *Final inspection.* To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

Note: See Section 312 of the Florida Building Code, Plumbing for required tests.

Mechanical

1. *Underground inspection.* To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.
2. *Rough-in inspection.* To be made after the roof, framing, fire blocking and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.
3. *Final inspection.* To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

Gas

1. *Rough piping inspection.* To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.
2. *Final piping inspection.* To be made after all piping authorized by the permit has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.
3. *Final inspection.* To be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes, to insure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

Site Debris

1. The contractor and/or owner of any active or inactive construction project shall be responsible for the clean-up and removal of all construction debris or any other miscellaneous discarded articles prior to receiving final inspection approval.

Construction job sites must be kept clean, such that accumulation of construction debris must not remain on the property for a period of time exceeding 14 days.

2. All debris shall be kept in such a manner as to prevent it from being spread by any means.

109.3.1 Reserved.

109.3.2. Reserved.

109.3.3 Reinforcing steel and structural frames. Reinforcing steel or structural frame work of any part of any building or structure shall not be covered or concealed without first obtaining a release from the building official.

109.3.4 Termites. Building components and building surroundings required to be protected from termite damage in accordance with the following sections of the Florida Building Code, Buildings, Section 1503.7, Section 2304.12.6 or Section 2304.12.2.8, specifically required to be inspected for termites in accordance with Section 2114, or required to have chemical soil treatment in accordance with Section 1816 shall not be covered or concealed until the release from the building official has been received.

109.3.5 Shoring. For threshold buildings, shoring and associated formwork or falsework shall be designed and inspected by a Florida licensed professional engineer, employed by the permit holder or subcontractor, prior to any required mandatory inspections by the threshold building inspector.

109.3.6 Threshold building.

109.3.6.1 During new construction or during repair or restoration projects in which the structural system or structural loading of a building is being modified, the enforcing agency shall require a special inspector to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the enforcing agency prior to the issuance of a building permit for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the building official, the architect, or the engineer of record. The contractor's contractual or statutory obligations are not relieved by any action of the special inspector.

109.3.6.2 The special inspector shall determine that a professional engineer who specializes in shoring design has inspected the shoring and re-shoring for conformance to the shoring and re-shoring plans submitted to the enforcing agency. A fee simple title owner of a building which does not meet the minimum size, height, occupancy, occupancy classification or number-of-stories criteria which would result in classification as a threshold building under § 553.71(7) Florida Statutes, may designate such building as a threshold building, subject to more than the minimum number of inspections required by the Florida Building Code.

109.3.6.3 The fee owner of a threshold building shall select and pay all costs of employing a special inspector, but the special inspector shall be responsible to the enforcement agency. The inspector shall be a person certified, licensed or registered under chapter 471 Florida Statutes as an engineer or under chapter 481 Florida Statutes as an architect.

109.3.6.4 Each enforcement agency shall require that, on every threshold building:

109.3.6.4.1 The special inspector, upon completion of the building and prior to the issuance of a certificate of occupancy, file a signed and sealed statement with the enforcement agency in substantially the following form: "To the best of my knowledge and belief, the above described construction of all structural load-bearing components complies with the permitted documents, and the shoring and re-shoring conforms to the shoring and re-shoring plans submitted to the enforcement agency."

109.3.6.4.2 Any proposal to install an alternate structural product or system to which building codes apply be submitted to the enforcement agency for review for compliance with the codes and made part of the enforcement agency's recorded set of permit documents.

109.3.6.4.3 All shoring and re-shoring procedures, plans and details be submitted to the enforcement agency for recordkeeping. Each shoring and re-shoring installation shall be supervised, inspected and certified to be in compliance with the shoring documents by the contractor.

109.3.6.4.4 All plans for the building which are required to be signed and sealed by the architect or engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and 633 Florida Statutes.

109.3.6.5 No enforcing agency may issue a building permit for construction of any threshold building except to a licensed general contractor, as defined in § 489.105(3)(a) Florida Statutes, , within the scope of her or his license. The named contractor to whom the building permit is issued shall have the responsibility for supervision, direction, management and control of the construction activities on the project for which the building permit was issued.

109.3.6.6 The building department may allow a special inspector to conduct the minimum structural inspection of threshold buildings required by this code, § 553.73, FS., without duplicative inspection by the building department. The building official is responsible for ensuring that any person conducting inspections is qualified as a building inspector under part XII of Chapter 468, Florida Statutes, or certified as a special inspector under Chapter 471 or Chapter 481, Florida Statutes. Inspections of threshold buildings required by § 553.79(5), Florida Statute, are in addition to the minimum inspections required by this code.

109.3.7 *Reserved.*

109.3.8 *Reserved.*

109.3.9 *Reserved.*

109.3.10 *Reserved.*

109.4 *Reserved.*

109.5 *Inspection requests.* It shall be the duty of the holder of the building permit or their duly authorized agent to notify the building official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

109.6 *Approval required.* Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the building official. The building official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the building official.

109.7 Mandatory structural inspections for condominium and cooperative buildings.

109.7.1 General.

The Legislature finds that maintaining the structural integrity of a building throughout its service life is of paramount importance in order to ensure that buildings are structurally sound so as to not pose a threat to the public health, safety, or welfare. As such, the Legislature finds that the imposition of a statewide structural inspection program for aging condominium and cooperative buildings in this state is necessary to ensure that such buildings are safe for continued use.

109.7.2

As used in this section, the terms:

- (a) "Milestone inspection" means a structural inspection of a building, including an inspection of load-bearing walls and the primary structural members and primary structural systems as those terms are defined in s. 627.706, Florida Statutes, by a licensed architect or engineer authorized to practice in this state for the purposes of attesting to the life safety and adequacy of the structural components of the building and, to the extent reasonably possible, determining the general structural condition

of the building as it affects the safety of such building, including a determination of any necessary maintenance, repair, or replacement of any structural component of the building. The purpose of such inspection is not to determine if the condition of an existing building is in compliance with the Florida Building Code or the fire safety code.

- (b) “Substantial structural deterioration” means substantial structural distress that negatively affects a building’s general structural condition and integrity. The term does not include surface imperfections such as cracks, distortion, sagging, deflections, misalignment, signs of leakage, or peeling of finishes unless the licensed engineer or architect performing the phase one or phase two inspection determines that such surface imperfections are a sign of substantial structural deterioration.

109.7.3

A condominium association under Chapter 718, Florida Statutes, and a cooperative association under Chapter 719, Florida Statutes, must have a milestone inspection performed for each building that is three stories or more in height by December 31 of the year in which the building reaches 30 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter. If the building is located within 3 miles of a coastline as defined in s. 376.031, Florida Statutes, the condominium association or cooperative association must have a milestone inspection performed by December 31 of the year in which the building reaches 25 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter. The condominium association or cooperative association must arrange for the milestone inspection to be performed and is responsible for ensuring compliance with the requirements of this section. The condominium association or cooperative association is responsible for all costs associated with the inspection. This subsection does not apply to a single- family, two-family, or three-family dwelling with three or fewer habitable stories above ground.

109.7.4

If a milestone inspection is required under this section and the building’s certificate of occupancy was issued on or before July 1, 1992, the building’s initial milestone inspection must be performed before December 31, 2024. If the date of issuance for the certificate of occupancy is not available, the date of issuance of the building’s certificate of occupancy shall be the date of occupancy evidenced in any record of the local building official.

109.7.5

Upon determining that a building must have a milestone inspection, the local enforcement agency must provide written notice of such required inspection to the condominium association or cooperative association by certified mail, return receipt requested.

109.7.6

Within 180 days after receiving the written notice under Section 110.9.5, the condominium association or cooperative association must complete phase one of the milestone inspection. For purposes of this section, completion of phase one of the milestone inspection means the licensed engineer or architect who performed the phase one inspection submitted the inspection report by e-mail, United States Postal Service, or commercial delivery service to the local enforcement agency.

109.7.7

A milestone inspection consists of two phases:

For phase one of the milestone inspection, a licensed architect or engineer authorized to practice in this state shall perform a visual examination of habitable and nonhabitable areas of a building, including the major structural components of a building, and provide a qualitative assessment of the structural conditions of the building. If the architect or engineer finds no signs of substantial structural deterioration to any building components under visual examination, phase two of the inspection, as provided in Section 110.9.7.2, is not required. An architect or engineer who completes a phase one milestone inspection shall prepare and submit an inspection report pursuant to Section 110.9.8.

A phase two of the milestone inspection must be performed if any substantial structural deterioration is identified during phase one. A phase two inspection may involve destructive or nondestructive testing at the inspector's direction. The inspection may be as extensive or as limited as necessary to fully assess areas of structural distress in order to confirm that the building is structurally sound and safe for its intended use and to recommend a program for fully assessing and repairing distressed and damaged portions of the building. When determining testing locations, the inspector must give preference to locations that are the least disruptive and most easily repairable while still being representative of the structure. An inspector who completes a phase two milestone inspection shall prepare and submit an inspection report pursuant to Section 110.9.8.

109.7.8

Upon completion of a phase one or phase two milestone inspection, the architect or engineer who performed the inspection must submit a sealed copy of the inspection report with a separate summary of, at minimum, the material findings and recommendations in the inspection report to the condominium association or cooperative association, and to the building official of the local government which has jurisdiction. The inspection report must, at a minimum, meet all of the following criteria:

- (a) Bear the seal and signature, or the electronic signature, of the licensed engineer or architect who performed the inspection.
- (b) Indicate the manner and type of inspection forming the basis for the inspection report.
 - (c) Identify any substantial structural deterioration, within a reasonable professional probability based on the scope of the inspection, describe the extent of such deterioration, and identify any recommended repairs for such deterioration.
- (d) State whether unsafe or dangerous conditions, as those terms are defined in the Florida Building Code, were observed.
- (e) Recommend any remedial or preventive repair for any items that are damaged but are not substantial structural deterioration.
- (f) Identify and describe any items requiring further inspection.

109.7.9

The association must distribute a copy of the inspector-prepared summary of the inspection report to each condominium unit owner or cooperative unit owner, regardless of the findings or recommendations in the report, by United States mail or personal delivery and by electronic transmission to unit owners who previously consented to received notice by electronic transmission; must post a copy of the inspector-prepared summary in a conspicuous place on the condominium or cooperative property; and must publish the full report and inspector-prepared summary on the association's website, if the association is required to have a website.

109.7.10

A local enforcement agency may prescribe timelines and penalties with respect to compliance with this section.

109.10.11

A board of county commissioners may adopt an ordinance requiring that a condominium or cooperative association schedule or commence repairs for substantial structural deterioration within a specified timeframe after the local enforcement agency receives a phase two inspection report; however, such repairs must be commenced within 365 days after receiving such report. If an association fails to submit proof to the local enforcement agency that repairs have been scheduled or have commenced for substantial structural deterioration identified in a phase two inspection report within the required timeframe, the local enforcement agency must review and determine if the building is unsafe for human occupancy.

Section 110 Certificate of Occupancy.

110.1 Use and occupancy. A building or structure shall not be used or occupied, and a change in the existing use or occupancy classification of a building or structure or portion thereof shall not be made, until the building official has issued a certificate of occupancy therefore as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the City of DeLand.

110.2 Certificate issued. After the building official inspects the building or structure and does not find violations of the provisions of this code or other laws that are enforced by the department of building safety, the building official shall issue a certificate of occupancy that contains the following:

1. The building permit number.
2. The address of the structure.
3. The name and address of the owner.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
6. The name of the building official.
7. The edition of the code under which the permit was issued.
8. The use and occupancy, in accordance with the provisions of Chapter 3.
9. The type of construction as defined in Chapter 6.
10. The design occupant load.
11. If an automatic sprinkler system is provided, whether the sprinkler system is required.
12. Any special stipulations and conditions of the building permit.
13. For buildings and structures in flood hazard areas, a statement that documentation of the as-built lowest floor elevation has been provided and is retained in the records of the City of DeLand.

110.3 Temporary occupancy. The building official is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The building official shall set a time period during which the temporary certificate of occupancy is valid.

110.4 Revocation. The building official is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the

basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

110.5 Certificate of completion. A certificate of completion is proof that a structure or system is complete and for certain types of permits is released for use and may be connected to a utility system. This certificate does not grant authority to occupy a building, such as a shell building, prior to the issuance of a certificate of occupancy.

Section 111 Service Utilities.

111.1 Connection of service utilities. No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a permit is required, until released by the building official.

111.2 Temporary connection. The building official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power.

111.3 Authority to disconnect service utilities. The building official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 101.4 in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without the approval required by Section 111.1 or 111.2.. The building official shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

Section 112 Reserved.

Section 113 Reserved.

Section 114 Stop Work Order.

114.1 Authority. Where the building official finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the building official is authorized to issue a stop work order.

114.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, the owner's authorized agent, or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume.

114.3 Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of a misdemeanor punishable as provided in Section 1-6 and shall otherwise be subject to any other penalties as prescribed by law.

Section 115 Reserved.

Section 116 Tests.

116.1 For products not covered under the statewide product evaluation and approval system, the building official may require tests or test reports as proof of compliance. Required tests are to be made at the expense of the owner, or his agent, by an approved testing laboratory or other approved agency.

Section 117 Variances in Flood Hazard Areas.

117.1 Flood hazard areas. Pursuant to section 553.73(5), Florida Statutes, the variance procedures adopted in the local floodplain management ordinance shall apply to requests submitted to the building official for variances to the provisions of Section 1612.4 of the Florida Building Code, Building, or, as applicable, the

provisions of R322 of the Florida Building Code, Residential. This section shall not apply to Section 3109 of the Florida Building Code, Building.

Section 118 Violations and Penalties.

118.1 Any person, firm, corporation or agent who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish or move any structure, electrical, gas, mechanical or plumbing system, or has erected, constructed, altered, repaired, moved or demolished a building, structure, electrical, gas, mechanical or plumbing system, in violation of a detailed statement or drawing submitted and permitted there under, shall be guilty of a misdemeanor of the second degree. Each such person shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this code is committed or continued. Upon conviction of any such violation such person shall be punished within the limits as provided by section 1-6 of the Code of Ordinances of the City of DeLand.

Sec. 7-3. Opening protectives on vacant structures and temporary storm protection.

- (a) *Vacant structures.* Damaged openings such as doors, windows or other apertures or holes in the building envelope shall be allowed to be protected for a period of time not to exceed 365 days unless such time period is extended for good cause by the Chief Building Official. Materials used to protect or cover the opening can be any material approved for use by the then current edition of the Florida Building Code. If using wood structural panels, Oriented Strand Board (OSB), plywood or any other natural wood product, the material used to enclose the building must be neatly fitted to protect the opening and shall be painted to blend in or match the rest of the building.
- (b) *Inhabited structures.* Damaged openings such as doors, windows or other apertures or holes in the building envelope shall be allowed to be temporarily protected, but repairs or replacement of the damaged doors, windows or other apertures must take place within 90 days. Materials used to temporarily protect, cover or replace the opening can be any material approved for use by the then current edition of the Florida Building Code.
- (c) *Temporary storm protection.* Openings such as doors, windows or other apertures may be temporarily protected up to 14 days prior to the projected landfall of any named storm or weather system. Temporary protection must be removed within 14 days after the storm threat has passed. Materials used to protect or cover the opening can be any material approved for use by the then current edition of the Florida Building Code.
- (d) *Existing opening protectives.* Any opening protectives in place on the adoption date of this section shall be removed within 90 days of the enactment of this section.
- (e) *Violations.* Enforcement actions shall follow the procedures outlined in chapter 7A and/or article II of chapter 1 of the Code of Ordinances of the City of DeLand. Any person found guilty of a violation of any provision of this section shall be punished in accordance with law with a fine not to exceed \$500.00 and/or incarceration not to exceed 60 days. Each day the violation occurs shall be deemed a separate offense.

Sec. 7-4. Reserved.

Sec. 7-5. Appeals of the decision of the building official.

- (a) The owner of a building, structure or service system, or his duly authorized agent, may appeal a decision of the building official to a hearing officer appointed by the City whenever any one of the following conditions is claimed to exist:
 - (1) The building official rejected or refused to approve the mode or manner of construction proposed to be followed or materials to be used in the installation or alteration of a building, structure or service system.

- (2) The provisions of this Code do not apply to his specific case.
- (b) Appeals relating to provisions of the Florida Building Code, other than local amendments, or that the true intent and meaning of the Florida Building Codes have been misconstrued or incorrectly interpreted by the building official, shall not be heard by a hearing officer appointed by the City but may be appealed to the Florida Building Commission, pursuant to section 120.569, Florida Statutes, regarding the local government's action. Notice of administrative rights may be obtained from the building department.
 - (c) A notice of appeal shall be in writing and filed with the Chief Building Official and a copy provided to the City Clerk within thirty (30) calendar days after the decision is rendered by the building official and shall set forth specifically the basis for the appeal. Only those issues specifically raised in the notice of appeal shall be considered by the hearing officer.

CITY OF DELAND
Request for Commission Action
April 7, 2025

SUBJECT: Second Reading of an Ordinance No. 2025-05, Repealing Chapter - 9 Construction Industry Licensing, Repealing Chapter 25 - Plumbing and Amending Chapter 10 - Electricity of the Code of Ordinances.

DEPARTMENT: Community Development

PREPARED BY: Rick Werbiskis, Community Dev. Director

ATTACHMENTS: ORD-2025-05 Chapter 10, Contractor Interlocal

APPROVED BY: Michael Pleus, City Manager, April 1, 2025

SUMMARY/HIGHLIGHT:

The provisions of Chapter 9 which were adopted in 1991 are obsolete. In November 2007, the City entered into an interlocal agreement with the County to establish a centralized and uniform system for local registration and discipline of registered contractors, a listing and discipline of state certified contractors pursuant to Parts I and II, Chapter 489, Florida Statutes and the regulation and discipline of local specialty contractors pursuant to Chapter 33 Volusia County Code of Ordinances.

The provisions of Chapter 25, which were adopted in 1991 and subject to multiple amendments, are obsolete. The State of Florida has not used this code since 2001 and all current plumbing code references are contained in the 2023 Florida Plumbing Code.

The provisions of Chapter 10 which were adopted in 2000 have not been amended to reflect subsequent national code changes. The proposed amendments reflect these changes so that it is up-to-date with the current National Electric Code. The fee schedule has also been removed as it has been incorporated into our current permitting fee schedule.

There is also a companion RCA related to Chapter 7.

The City Commission approved the ordinance on First Reading on March 3, 2025

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

NA

FISCAL IMPACT:

There is no fiscal impact on the city through the adoption of the proposed ordinance.

RECOMMENDATION:

It is recommended that the City Commission approve the second reading for the proposed amendment.

BACKGROUND/DISCUSSION:

The provisions of Chapter 9 which was adopted in 1991 are obsolete. In November 2007, the City entered into an interlocal agreement with the County to establish a centralized and uniform system for local registration and discipline of registered contractors, a listing and discipline of state certified contractors pursuant to Parts I and II, Chapter 489, Florida Statutes and the regulation and discipline of local specialty contractors pursuant to Chapter 33 Volusia County Code of Ordinances.

The provisions of Chapter 25, which were adopted in 1991 and subject to multiple amendments, are obsolete. The State of Florida has not used this code since 2001 and all current plumbing code references are contained in the 2023 Florida Plumbing Code.

The provisions of Chapter 10 which were adopted in 2000 have not been amended to reflect subsequent national code changes. The proposed amendments reflect these changes so that it is up-to-date with the current National Electric Code. The fee schedule has also been removed as it has been incorporated into our current permitting fee schedule.

ORDINANCE NO. 2025 - 05

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF DELAND BY DELETING CHAPTER 9 “CONSTRUCTION INDUSTRY”, DELETING CHAPTER 25 “PLUMBING”, AND AMENDING CHAPTER 10 “ELECTRICITY”; AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of DeLand’s building officials have undertaken a comprehensive review of the City’s local provisions relating to building and construction and contemporaneously herewith have submitted a separate ordinance to the City Commission with a major rewrite of Chapter 7 of the DeLand Code of Ordinances; and

WHEREAS, it is necessary to delete Chapter 9 “Construction Industry” of the Code of Ordinances of the City of DeLand, as the provisions currently contained therein are unnecessary and outdated given that the regulations are administered by other governmental entities; and

WHEREAS, it is necessary to delete Chapter 25 “Plumbing” of the Code of Ordinances of the City of DeLand, as the provisions currently contained therein are outdated and otherwise unnecessary in that these regulations are now addressed by the Florida Building Code; and

WHEREAS, it is necessary to amend Chapter 10 “Electricity” of the Code of Ordinances of the City of DeLand, in order to update the procedures and requirements for submitting an application for and obtaining a permit related to electrical work; and

WHEREAS, staff has undertaken a comprehensive review of the City’s electricity regulations and it has been determined that the revisions set forth in this ordinance will be beneficial to the citizens of the City of DeLand.

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

Section 1. Chapter 9 “*Construction Industry*” of the Code of Ordinances of the City of DeLand is hereby repealed in its entirety and the retitled with words “*Reserved for Future Use.*”

Section 2. Chapter 25 “*Plumbing*” of the Code of Ordinances of the City of DeLand is hereby repealed in its entirety and the retitled with words “*Reserved for Future Use.*”

Section 3. Chapter 10 “*Electricity*” of the Code of Ordinances of the City of DeLand is hereby amended by adding the new underlined language and by deleting the ~~strike-through~~ language, as follows:

Chapter 10 Electricity Number and type of parking spaces required.

Sec. 10-1. - Purpose of chapter.

There is hereby adopted by the City of DeLand for the purpose of protecting the public health and safety the following rules and regulations for the sale, installation, use, maintenance and repair of electrical wiring, apparatus or equipment for light, heat, power or advertising within the City of DeLand, Florida.

Sec. 10-2. - National Electrical Code, adopted by reference.

The city hereby adopts and incorporates by reference the 1996 Edition of the National Electrical Code of the National Fire Protection Association, as if fully set forth herein, together with all appendices and any future editions, revisions, amendments and appendices thereto, save and except such portions that are deleted, modified or amended by this chapter. No fewer than two copies of any future editions, revisions, amendments and appendices shall be kept on file in the office of the building official and made available for public use, inspection and examination for not less than ten days, and shall take effect ten days after filing with the building official unless all or part are ~~superseded~~ superseded by action of the city commission. The building official shall have no fewer than two copies of the current code to be enforced available for public use, inspection and examination.

Sec. 10-3. – Modifications to National Electrical Code.

Reserved.

Sec. 10-4. – Plans and specifications.

The electrical wiring and installation of electrical apparatus or equipment for light, heat, power or advertising within or attached to all buildings or structures, both public or private, shall be done in accordance with plans and specifications submitted to and approved by the building official at the time of filing the application. Drawings and complete descriptions of proposed work shall be ~~furnished and filed~~ submitted by the owner or contractor in charge of the work, ~~in~~ to the office of the building official. Plans must be legibly drawn on and printed to a definite scale and may include all or part of the system depending on the complexity of the system as determined by the building official. Alterations for existing work must be shown by separate indications for the old and the new work and as much of the old work must be shown as may be necessary to show the rules and regulations are being complied with. Plans must be approved or rejected ~~within a reasonable time~~ after the time of filing and work shall not commence or proceed until said plans have been so filed and a permit to do the work authorized is issued by the building official.

Sec. 10-5. – Permits.

(a)*Required; exceptions.* A permit will be required to do any electrical construction of any character, install any electrical wiring, apparatus, or equipment or make any extensions or changes to existing ~~electrical systems of wiring for light, heat, power or advertising~~ within the City of DeLand, except for the repairing of damaged or broken fixtures, ~~apparatus or equipment~~ and the ordinary work necessary for the proper maintenance of the same; provided, however, that no permit will be required for the replacement of lamps or the connection of portable devices to suitable receptacles which have been permanently installed. Further, energy management devices installed in residential or commercial establishments by the electric utility company ~~Florida Power Corporation~~ shall not require permits or inspections provided that the installations are performed by certified contractors or other duly authorized agents of the ~~Power Utility~~ Electric utility company.

(b)*To whom issued; homeowner.* Permits to do electrical work will be issued only to a properly licensed master electrician, except that a homeowner, after obtaining a proper permit, may do electrical work within his own property boundaries, provided that such electrical work is done by himself and is used exclusively by him or his family.

(c) *Issuance; fees.* Permits shall be issued digitally or in the office of the building official and no electrical work shall be done until a proper permit is issued and the ~~following~~ required fees have been paid to the ~~general fund of the City of DeLand.~~

Type of Building

New Building Fee

60-80 amp services.....\$20.00

100-140 amp services.....30.00

150-190 amp services.....40.00

200 and above.....50.00

Old Buildings Fee

60-90 amp services.....15.00

100-140 amp services.....20.00

150-190 amp services.....25.00

200 and above.....30.00

All commercial per 100 sq. ft.....50

Minimum permit.....30.00

Sec. 10-6. — Permit for temporary systems. Reserved.

~~The building official may issue special permits for the installation and use of temporary wiring and/or equipment provided that the use of such temporary wiring and/or equipment shall be limited to a period of not more than 30 days after the date of the permit. If reasonable necessity is established for an extension of time in the use of such temporary wiring and/or equipment, the permit for its use may be extended by the building official for an additional period of 30 days from the original date of expiration, but the permission for the use of such temporary installation shall not be extended for a total greater period of time than 90 days after the date of issue of the original permit.~~

Sec. 10-7. – Inspections.

~~(a) When electrical work for which a permit has been issued is ready for inspection, notice in writing properly filled in upon blanks furnished at the office of the building official, stating the permit number, location of the work, the name of the owner and the name of the electrician to whom the permit was issued, shall be given to the building official.~~

(a) Within a period of ~~48~~ 24 hours (not including Saturday, Sunday or holidays), after he shall have received an inspection request, the building official shall cause to be inspected the work indicated on the permit. The equipment, material, power and labor necessary for the inspection and test shall be furnished by the electrician.

(b) The electrical system or parts thereof shall not be covered before being inspected, tested and notice of approval given by the building official.

(c) In large or complicated installations, the work may be inspected and tested in sections at the option of the building official.

(d) When it is necessary that the building official return to reinspect any work whether from defect or the work not being ready, the building official will be required to return only on another written notice and an additional payment of \$ ~~25~~ 50.00 as an added inspection fee.

Sec. 10-8. – Unsafe Installations.

(a) All electrical installations, regardless of type, which constitute a hazard to human life, health or welfare are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition. ~~in accordance with the procedures as outlined in section 102.5 Unsafe buildings, of the standard building code.~~

(b) Immediate notice of unsafe installations will be given by the building official to the persons, firm or corporation supplying electric current to the installation and the owner of the property.

Sec. 10-9. - Reserved.

Sec. 10-10. - Signs.

(a) When a sign is indicated in the construction plans of any installation, a separate sign circuit shall be installed.

(b) A separate disconnect, safety switch or circuit breaker shall be installed in the sign circuit, at the sign location.

(c) Sign transformers shall not be placed in an unfinished attic space.

~~(d) Drain holes shall be provided in metal transformer boxes and when exposed to the weather, the boxes shall be reamed or otherwise trimmed to remove burrs on rims that would hold water in the enclosure. If mounted on the roof, the transformer enclosure shall be elevated at least two inches above the roof. Wood shall not be used to mount or elevate the transformer enclosure. The transformer shall be rigidly fastened to the metal enclosure.~~

~~(e) All neon signs must have a ground which is common with the ground of the supply system.~~

~~(f) Neon signs may be inspected and approved by the building official before the sign is erected, or in case of emergency, a sign may be inspected after the erection provided that safe and adequate means are available for the building official to inspect the sign.~~

Section 4. Conflicts. All Ordinances or parts of Ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed.

Section 5. Severability. If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

Section 6. Codification; Directions to Code Codifier; Correction of Scrivener's Errors.

(a). The provisions of Sections 1, 2 and 3 of this Ordinance shall become and be made a part of the Code of Ordinances of the City of DeLand and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 4 through 7 shall not be codified.

(b). The Code codifier shall instruct the Municipal Code Corporation to make all changes necessary in the Code of Ordinances of the City of DeLand to implement the provisions of this Ordinance and is granted liberal authority to codify the provisions of this Ordinance in such manner and in such places as deemed advisable.

(c). In accordance with the City's ongoing codification program; the City Clerk, in conjunction with the City Attorney, may make corrections to the provisions of this Ordinance relative to Scrivener's errors of whatever type or nature.

Section 7. Effective Date. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 7th day of April, 2025.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: March 03, 2025
Adopted on second reading: April 07, 2025

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of November, 2007, by and between the City of DeLand, a Florida municipal corporation organized and existing under the laws of the State of Florida (hereinafter "CITY") and the County of Volusia, a political subdivision of the State of Florida (hereinafter "COUNTY").

WITNESSETH:

WHEREAS, the parties in this agreement are authorized pursuant to the Florida Interlocal Cooperation Act of 1969 (163.01, *Florida Statutes*) to make the most efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the facilities and efforts provided for herein in the manner that will best utilize existing resources, powers, and authority available to each of them; and

WHEREAS, it is the purpose of the Cooperation Act to provide a means by which the COUNTY and the CITY may exercise their respective powers, privileges and authority which they may have separately, but which pursuant to this Interlocal Agreement and the Cooperation Act they may exercise collectively; and

WHEREAS, the COUNTY and the CITY desire to establish a uniform system for local registration, licensing and discipline of registered contractors, and listing and discipline of state certified contractors pursuant to Parts I and II, *Chapter 489, Florida Statutes*, and for regulation and discipline of local specialty contractors pursuant to Chapter 22 of the Volusia County Code of Ordinances; and

WHEREAS, entering into this Interlocal Agreement is in the best interests of the citizens of Volusia County as it will benefit the health, safety and welfare of said citizens.

NOW THEREFORE, in consideration of the premises, mutual covenants, provisions and representations contained herein, the parties hereto agree as follows:

1. **STATEMENT OF PURPOSE.** The purpose of this Interlocal Agreement is to establish a centralized and uniform system for local regulation and discipline of registered contractors, a listing and discipline of state certified contractors pursuant to Parts I and II, *Chapter 489, Florida Statutes* and a regulation and discipline of local specialty contractors pursuant to Chapter 22 of the Volusia Count Code of Ordinances within Volusia County, Florida.
2. **DURATION AND MODIFICATIONS.** This Interlocal Agreement shall become effective upon being filed with the Clerk of the Circuit Court of Volusia County, Florida. This Interlocal Agreement shall remain in effect for three (3) years and shall be automatically renewed for successive three (3) year periods unless one party notifies the other party in writing, more than sixty (60) days before each three (3) year anniversary of their wish to terminate this Interlocal Agreement.

Otherwise, any Member may terminate as a party to this Agreement upon one hundred 180 days written notice.

This Interlocal Agreement may be amended by mutual written agreement of the parties. Any amendments to this Interlocal Agreement shall be effective upon being filed with the Clerk of the Circuit Court of Volusia County, Florida.

3. DUTIES.

A. COUNTY shall establish a local construction regulation board in accordance with Parts I and II, *Chapter 489, Florida Statutes*, for the regulation and discipline of state certified contractors, local registered contractors, and local specialty contractors. The COUNTY board shall act for both parties as the disciplinary authority for contractors pursuant to Parts I and II, *Chapter 489, Florida Statutes*.

B. COUNTY shall, in accordance with state and COUNTY ordinances, review the qualifications of registered and local specialty contractors desiring to provide services within the CITY. COUNTY shall issue written evidence of this review and approval.

C. CITY shall recognize the list of qualified registered, local specialty and state certified contractors maintained exclusively by the COUNTY. The COUNTY shall charge a reasonable fee to said contractors for such listing in order to defray the cost of the program. The CITY shall not create or in anyway charge or impose a fee on said contractors for such a program.

D. COUNTY shall process complaints regarding registered, certified, and local specialty contractors regulated by the COUNTY program in accordance with Parts I and II, *Chapter 489, Florida Statutes*, and COUNTY ordinances.

E. CITY shall assume at no cost to the COUNTY responsibility for investigating complaints filed with COUNTY involving alleged violations occurring within CITY and shall provide written reports and support at disciplinary hearings for purposes of giving expert testimony and other evidence or exhibits for those same cases. CITY and COUNTY shall mutually cooperate in carrying out this function.

F. COUNTY will provide CITY with regular reports containing information regarding contractors which have been reviewed and approved to provide services within the CITY.

4. DISPUTE RESOLUTION. Any dispute as to the terms of this Interlocal Agreement shall be resolved by the Chief Building Officials of the CITY and the COUNTY.

5. LIABILITIES. Each party shall be solely responsible for its performance under this Interlocal Agreement, and no liability shall inure to the other party from such performance or lack of performance. This provision shall not be construed as any waiver of Sovereign Immunity by either party. No private cause of action shall arise based on Section 3 of this Agreement.

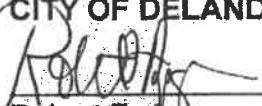
6. **RECORDING.** The County Manager of Volusia County is hereby authorized and directed after approval of this Interlocal Agreement by the respective governing bodies of COUNTY and CITY and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file this Interlocal Agreement with the Clerk of the Circuit Court of Volusia County, Florida, for recording in the public records of Volusia County, Florida.

7. **MEMBERS LIABILITY.** No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of COUNTY or CITY in its, his, her or their individual capacity, and neither the members of the governing body shall be liable personally or shall be subject to any accountability for reasons of the execution by COUNTY or CITY of this Interlocal Agreement or any act pertaining thereto.

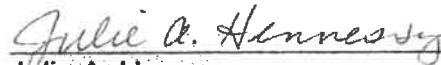
8. **SEVERABILITY.** If any one or more of the covenants, agreements or provisions of this Interlocal Agreement shall be held contrary to any express provision of law or contrary to any policy of express law, although not expressly prohibited contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Interlocal Agreement.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned have entered into this Interlocal Agreement on the date and year first written.

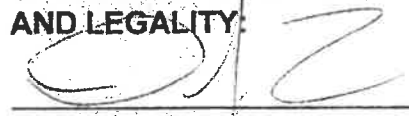
CITY OF DELAND


Robert F. Apgar
Mayor - Commissioner

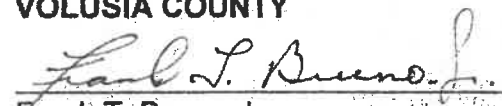
ATTEST:


Julie A. Hennessy 11.5.07
City Clerk - Auditor

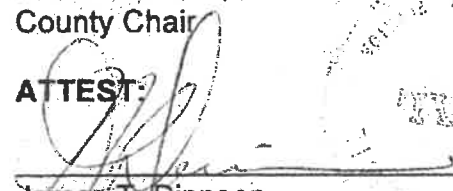
**APPROVED AS TO FORM
AND LEGALITY:**


Darren J. Elkind
City Attorney

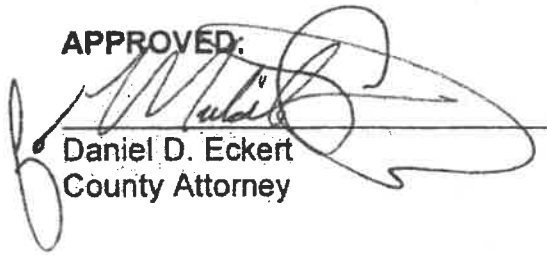
VOLUSIA COUNTY


Frank T. Bruno, Jr.
County Chair

ATTEST:


James T. Dinneen
County Manager

APPROVED:


Daniel D. Eckert
County Attorney

CITY OF DELAND
Request for Commission Action
April 7, 2025

SUBJECT: First Reading of Ordinance Abandoning 0.198 Acres of Right-of-Way of Church Street, North of Lots 1-7 of the Delmay Subdivision Plat (Cont'd from March 17, 2025).

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Ordinance, Exhibit A, A25-003 Aerial, A25-003 Zoning, Map of incorporated City of DeLand, Delmay Subdivision Plat Map, Proposed Project Survey, No Objection letter from AT&T, No Objection letter from Charter Communications, No Objection letter from City of DeLand, No Objection letter from Duke Energy, No Objection letter from FL Gas Transmission Co, No Objection letter from FPU

APPROVED BY: Michael Pleus, City Manager, April 1, 2025

SUMMARY/HIGHLIGHT:

The applicant, Mark Watts of CobbCole, is seeking to vacate a portion of the Church Street right-of-way, lying north of lots 1-7 of the Delmay Subdivision. The vacation of the right-of-way will allow additional area for future development. The right-of-way being abandoned is 350' in length and 25' in width.

On March 17, 2025, the City Commission voted to continue the abandonment of Church Street until the April 7, 2025, City Commission meeting.

Staff reached out to the adjacent Wesleyan Church and one of the neighbors regarding their concerns about the vacation of right-of-way. Staff has not yet been able to meet with the neighbor. However, staff did speak with the church pastor. The pastor raised concerns regarding the existing food pantry operations that take place along the southern portion of the church property, adjacent to the proposed townhome development. His concerns included the potential impact on the new residential development, such as the vehicle queuing, noise, and foot traffic associated with the weekly food pantry operations. Based on staff research, the north 25-feet of Church Street was not dedicated, as the Wesleyan Church property was part of the original City of DeLand corporate boundary plat. The property to the south is part of the Delmay Subdivision, and at the time of subdivision, 25-feet of right-of-way was dedicated. Lots 1-7 and a portion of Lots 22-24 of the Delmay Subdivision were reconfigured into three parcels. The pastor was hopeful that the adjacent 25-feet of Church Street would be cleared for the benefit of the church and food pantry visitors. However, as mentioned, the northern portion of the Church Street right-of-way was never platted.

Staff has not received any other comments from the mailed notice, and the following utility providers provided letters of no-objection:

AT&T
Charter Communications
City of DeLand
Duke Energy
FL Gas Transmission Co.
Florida Public Utilities

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principles

SUSTAINABILITY:

NA

FISCAL IMPACT:

There is no direct fiscal impact to the City by the abandonment of the right-of-way.

RECOMMENDATION:

Staff recommends that the City Commission approve vacation of a portion of Church Street right-of-way, on first reading.

BACKGROUND/DISCUSSION:

This is a request for vacation of a 25' wide, 350' long section of the Church Street right-of-way, located north of lots 1-7 of the Delmay Subdivision and south of the Wesleyan Church campus. This request is being made with the intention of developing the southern parcels (lots 1-7) in the future.

The Church Street right-of-way section being requested to be vacated is currently an unimproved right-of-way and is not encumbered by any public or private utilities.

ORDINANCE NO. 2025 -

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.

WHEREAS, the applicant, Mark Watts, Esq., of CobbCole has requested approval of the abandonment of a portion of the Church Street right-of-way, consisting of +/- 0.198 acres, located north of lots 1-7 of the Delmay Subdivision and south of the Wesleyan Church campus, 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 0.198 acres of the Church Street right-of way, located north of lots 1-7 of the Delmay Subdivision and south of the Wesleyan Church campus and 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 +/- 0.198 acres of the Church Street right-of way 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 ____ day of _____, 2025.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

Sketch of Description

Legal Description:

THAT PORTION OF CHURCH STREET LYING NORTH OF AND ADJACENT TO LOTS 1 THROUGH 7, DELMAY SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 8, PAGE 74, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING 8,620.16 SQ. FT. OR 0.198 ACRES ±.

SAID LAND SITUATED, LYING AND BEING IN VOLUSIA COUNTY, FL.

THE INTENT OF THIS DESCRIPTION IS TO VACATE A PORTION OF CHURCH STREET.

This is NOT a Survey.

This is ONLY a Description.

This Sketch and Description consist of two sheets and is not full and or complete without both sheets.

Sketch Date: 02-05-25

Drawn By: AWW

Approved By: PKI

Field: N/A

Sketch and Description Certified To:

COBB COLE ATTORNEYS AT LAW

*Ireland & Associates
Surveying, Inc.*

800 Currency Circle Suite 1020

Lake Mary, Florida 32746

www.irelandsurveying.com

Office-407.678.3366 Fax-407.320.8165

-Notes-

- >Sketch is Based upon the Legal Description Supplied by Client.
- >Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hiatus.
- >Subject to any Easements and/or Restrictions of Record.
- >Bearing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB".
- >Building Ties are NOT to be used to reconstruct Property Lines.
- >Fence Ownership is NOT determined.
- >Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.
- >Septic Tanks and/or Drainfield locations are approximate and MUST be verified by appropriate Utility Location Companies.
- >Use of This Sketch for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to Give ANY Rights or Benefits to Anyone Other than those Certified.

-Legend-

C	- Calculated	PC	- Point of Curvature
CL	- Centerline	Pg	- Page
CB	- Concrete Block	PI	- Point of Intersection
CM	- Concrete Monument	P.O.B.	- Point of Beginning
Conc.	- Concrete	P.O.L.	- Point on Line
D	- Description	PP	- Power Pole
DE	- Drainage Easement	PRM	- Permanent Reference Monument
Esmt.	- Easement	PT	- Point of Tangency
F.E.M.A.	- Federal Emergency Management Agency	R	- Radius
FFE	- Finished Floor Elevation	Rad.	- Radial
Fnd.	- Found	R&C	- Rebar & Cap
IP	- Iron Pipe	Rec.	- Recovered
L	- Length (Arc)	Rfd.	- Roofed
M	- Measured	Set	- Set 1/2" Rebar & Cap "LB 7623"
N&D	- Nail & Disk	Typ.	- Typical
N.R.	- Non-Radial	UE	- Utility Easement
ORB	- Official Records Book	WM	- Water Meter
P	- Plat	Δ	- Delta (Central Angle)
P.B.	- Plat Book	-X-	- Chain Link Fence
-C-	- Wood Fence		

I hereby Certify that this Sketch and Description of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown, Based on Information furnished to Me as Noted and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 5J-17.052 Florida Administrative Codes, Pursuant to Section 472.027 Florida Statutes.

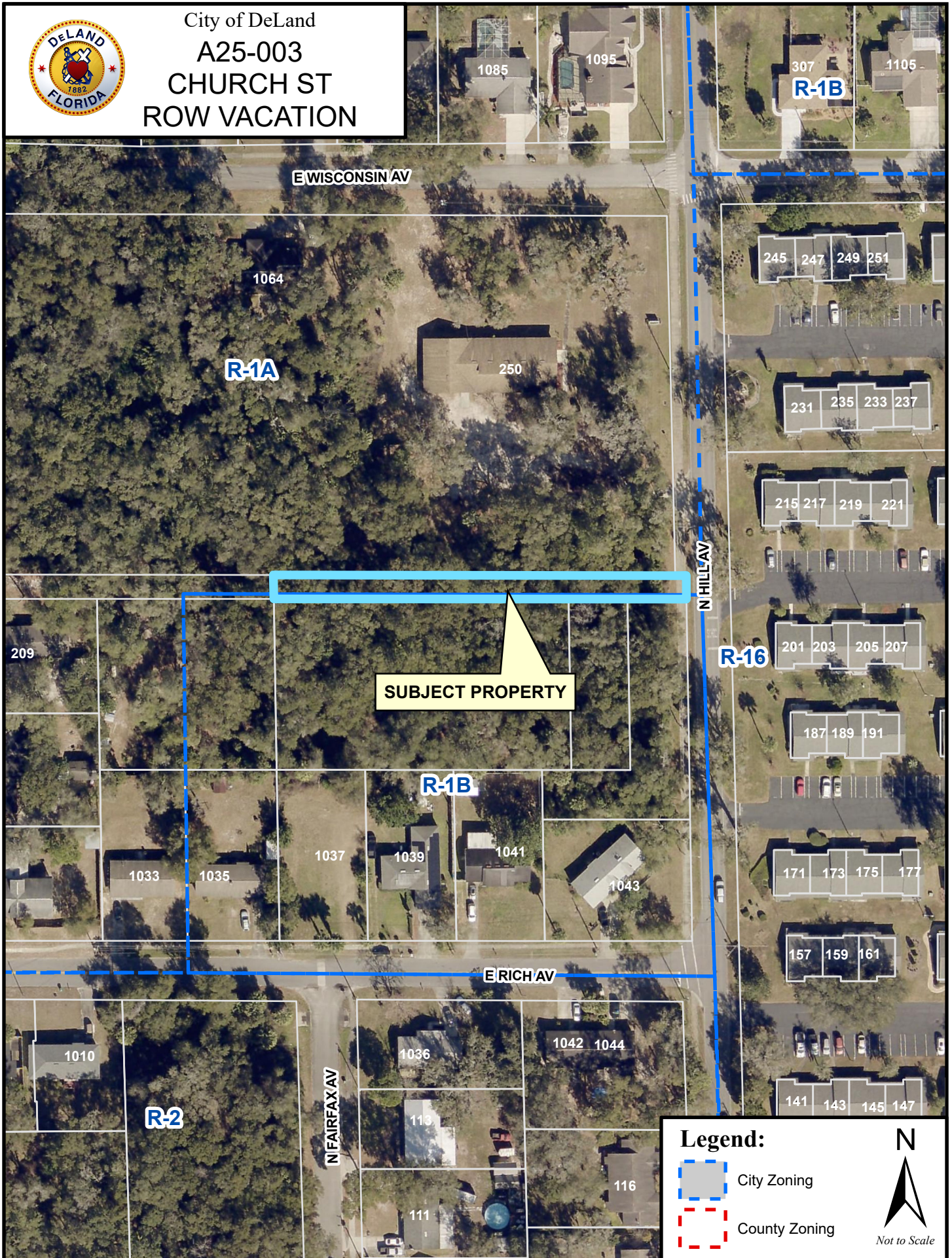
Patrick K. Ireland
Patrick K. Ireland, R.S.M. 6637, LB 7623
Date Signed: 02-05-25

This Sketch is intended ONLY for the use of Said Certified Parties.
This Sketch NOT VALID UNLESS Signed and Embossed with Surveyor's Seal.
File No. IS-125850

Page 245 of 406

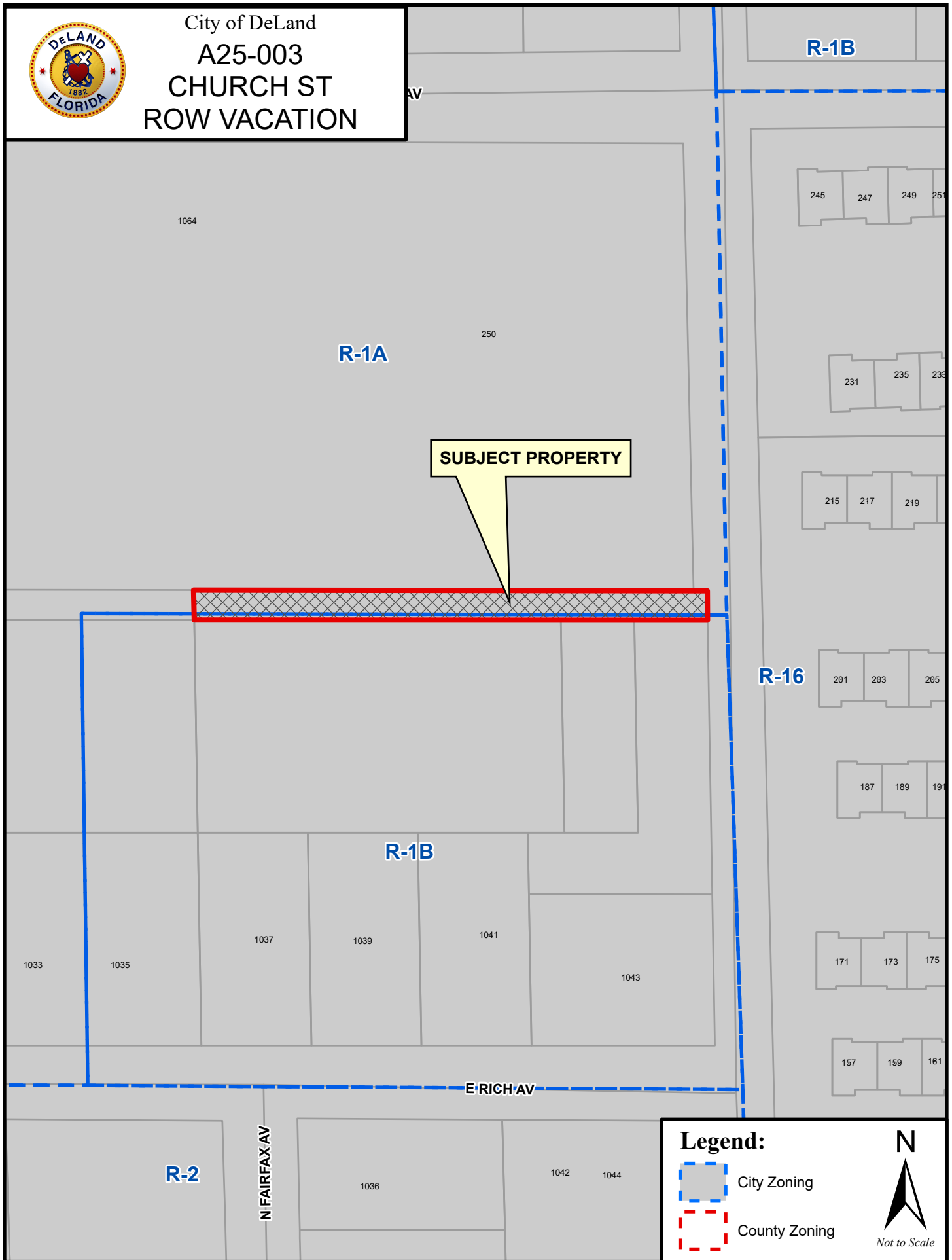


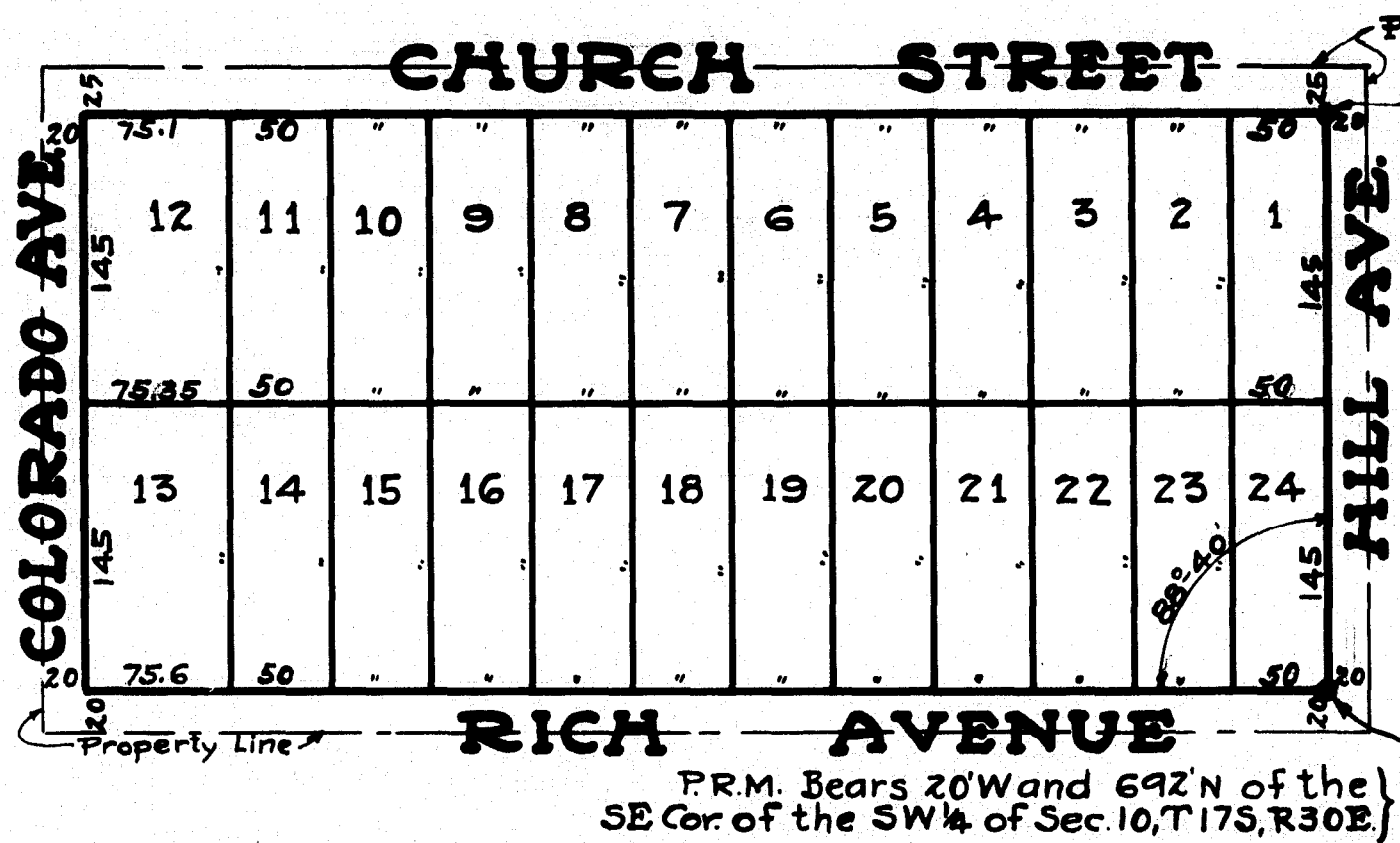
City of DeLand
A25-003
CHURCH ST
ROW VACATION





City of DeLand
A25-003
CHURCH ST
ROW VACATION





P.R.M. Bears 20'W and 98'2"N of the SE Cor. of the SW 1/4 of Sec. 10, T17S, R30E.

We hereby certify that we are the owners of the S 1/2 of Block 127, in the city of De Land, Volusia County, Florida, and that we have caused it to be subdivided as shown hereon, and we do hereby dedicate to the public use, all streets and avenues included within the property lines of the above described property as shown on this map.

Signed and sealed in the presence of:

Rod W. Morrison Witness B. Jacobson Seal
J.P. Rumberger Witness Emma Jacobson Seal

DELMAY SUBDIVISION

BEING A SUBDIVISION OF THE S 1/2 OF BLOCK 127,
 IN THE CITY OF DE LAND, VOLUSIA COUNTY, FLORIDA.
 December 9TH, 1925. Scale 1" = 100 FT.

We hereby certify that this map is a correct representation of the land platted and that permanent reference monuments have been placed as required by law.

VOLUSIA COUNTY ABSTRACT CO., Engrs.

By J.C. Valentine
 State Certificate No. 569

STATE OF FLORIDA }
 COUNTY OF VOLUSIA }

I hereby certify that

B. Jacobson, and Emma Jacobson his wife, to me personally known, appeared before me this day, and acknowledged the due execution by them of the foregoing dedication, for the purposes therein expressed, and the said Emma Jacobson being by me examined separate and apart from her said husband, acknowledged that she executed the same for the purpose of relinquishing her dower and rights of dower in and to said streets and avenues, and that she did the same freely and voluntarily and without any compulsion, constraint, apprehension, or fear of or from her said husband.

Witness my hand and seal this 30TH day of December 1925.

Rod W. Morrison Notary Public
 My Commission Expires 27TH March 1928

Approved for Record
 By [Signature]
 De Land City Council

Certified in compliance with Survey Laws of 1925 and filed for record this MAR 25 1926

[Signature]
 Clerk Circuit Court
[Signature]



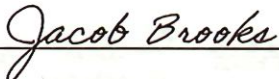
Mark Watts
231 N Woodland Blvd
DeLand, FL 32720
386-736-7700
Lvnne.Figenschier@CobbCole.com

RE: Right-of-Way — Request for No Objection 25' ROW of Unimproved Church Street located north of Lots 1-7, DeLand, FL
Parcel ID No.(s):7010-18-00-0010, 7010-18-00-0020 & 7010-18-00-0030

November 11, 2024

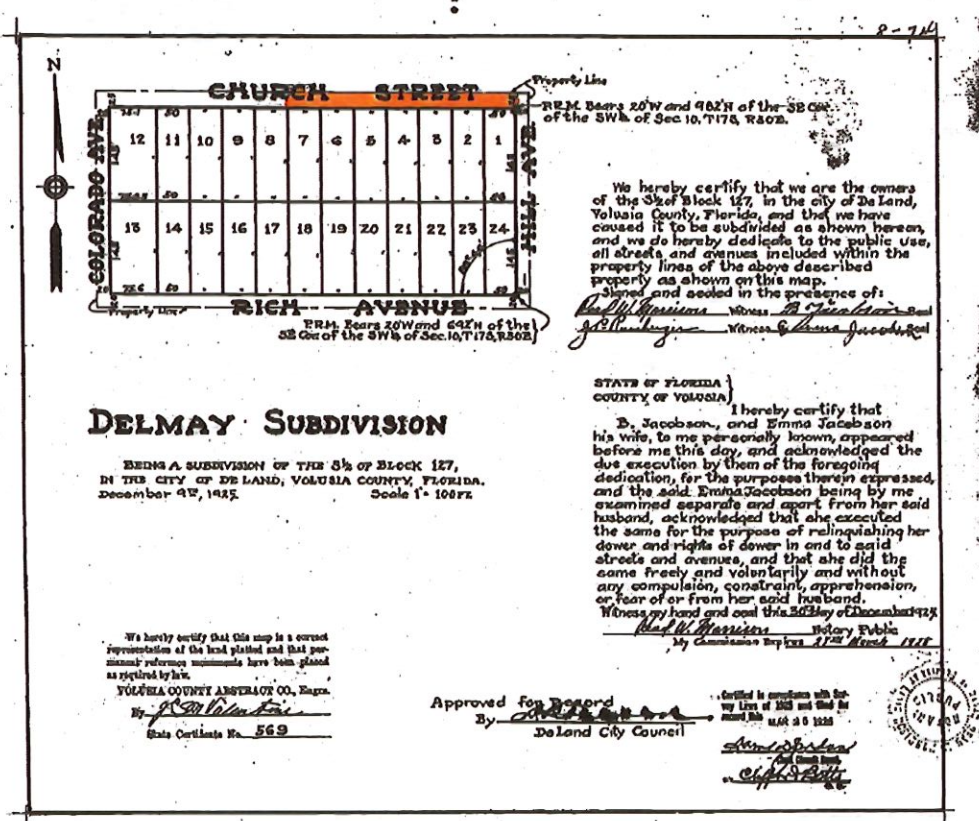
This is a "Letter of No Objection" to the requested vacation of easement of highlighted area in Exhibit A in the City of Deland in Volusia County. Please accept this letter as notification.

Sincerely,



Jacob Brooks
AT&T GEO Engineer
268 N Ridgewood Ave
Daytona Beach, FL 32114
c. (386) 843-0316

Exhibit A



November 4, 2024

COBB COLE
Attn: Mark A. Watts
231 North Woodland BLVD
DeLand, FL 32720

Re: Right-of-Way – Request for No Objection
25' ROW of Unimproved Church Street located north of Lots 1-7,
DeLand, FL
Parcel ID No.(s):7010-18-00-0010, 7010-18-00-0020 & 7010-18-00-
0030

To Whom It May Concern:

This letter is in response to a request to Charter Communications - Spectrum to vacate the above referenced "Easements" which is also described in the attached survey map.

Spectrum has "no objection" to the vacation of the alley way and the right of way in the above paragraph, of the above mentioned property as described in the attached "Exhibit A" and survey map.

If you have any questions regarding this, please contact me.

Sincerely,



Timothy Haynes
Charter Spectrum
Construction Supervisor
(386) 414-5078



City of DeLand

1102 South Garfield Avenue
DeLand, FL 32724
Telephone: (386) 626-7191
Fax: (386) 736-5366

November 5, 2024

To: Mark A. Watts
231 North Woodland Blvd.
DeLand, Florida 32720
(386) 736-7700
Fax (386) 785-1549
Mark.Watts@CobbCole.com

Re: Right-of-Way – Request for No Objection
25'ROW of Unimproved Church Street located north of Lots 1-7, DeLand, FL
Parcel ID No.(s): 7010-18-00-0010, 7010-18-00-0020 & 7017-18-00-0030.

Hi Mark,

We have reviewed the letter sent on October 30th, 2024 concerning the City of DeLand's concurrence to proceed with a Right-of-Way vacation of a portion of Church Street, between N. Hill Ave. and N. Colorado Ave., as shown in the highlighted area on the documents accompanying the letter, and are sending this letter with the attached survey, as the City of DeLand's response to the request described as:

The North 25' of Lots 1,2,3,4,5,6 & 7, Delmay Subdivision, according to the Plat thereof, as recorded in Map Book 8, Page 74, Public Records of Volusia County, Florida.

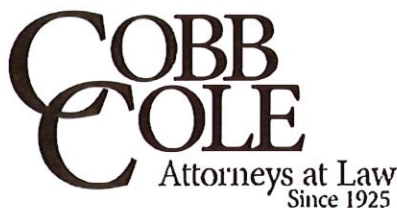
The City of DeLand has no objections to the proposed vacation of Right-of-Way.

Please feel free to contact me at the phone number above if you have any questions.

Sincerely,

Eric M. Sampson
Utilities Engineer / ADA Coordinator
City of DeLand

Scott W. Cichon
Robert A. Merrell III
John P. Ferguson
Mark A. Watts
Heather Bond Vargis
Michael J. Woods
Raymond L. Schumann
Kathleen L. Crotty
Michael O. Sznapstajler
Andrew C. Grant
Matthew S. Welch
Robert E. Doan
William A. Rice
Douglas J. Collins
Sara E. Glover
Holly W. Zitzka



Daytona Beach • DeLand
231 North Woodland Boulevard
DeLand, Florida 32720
(386) 736-7700 | CobbCole.Com

Jessica L. Gow
Sydney V. Cichon
Anthony E. Agianno
Baylee D. Bunyard
Anne M. Kehrli
Alanna V. Smith

OF COUNSEL
Lany D. Marsh
Ira Halfond

William M. Cobb (1881-1939)
Thomas T. Cobb (1916-2004)
W. Warren Cole, Jr. (1926-2008)

October 30, 2024

VIA EMAIL
bakerj@deland.org

City of DeLand Utilities
Attn: James Baker
120 S. Florida Ave.
DeLand, FL 32720

Re: Right-of-Way – Request for No Objection
25' ROW of Unimproved Church Street located north of Lots 1-7,
DeLand, FL
Parcel ID No.(s):7010-18-00-0010, 7010-18-00-0020 & 7010-18-00-0030

Dear Mr. Baker:

It is this Firm's pleasure to represent Vidal Homes, LLC in connection with an application to the City of DeLand to vacate a 25' ROW of Unimproved Church Street located north of the above-referenced lots/parcels, and as shown on the attached location exhibit. The City of DeLand has requested that we coordinate with all applicable utility companies regarding review of the proposed vacation.

Please consider this letter our request for a utility release, if any, within the area depicted on the enclosed survey, plat and location map. This right-of-way is located within the property described as follows:

The North 25' of Lots 1, 2, 3, 4, 5, 6 & 7, Delmay Subdivision, according to the Plat thereof, as recorded in Map Book 8, Page 74, Public Records of Volusia County, Florida.

Please provide a letter of no objection at your earliest convenience. In the interest of time and ease of communication, please respond via email to my Paralegal at Lynne.Figenschner@CobbCole.com. If you have any questions concerning this request, please do not hesitate to contact me.



James Baker
October 30, 2024
Page 2

Sincerely,

Mark A. Watts (27)

Mark A. Watts, Esq.
Mark.Watts@cobbcole.com

MAW:lf
Enclosures

Legal Description:
Parcel 1: Lot 1, and the North 42 feet of Lots 23 and 24, and the North 42 feet of the East 1/2 of Lot 22, DELMAY SUBDIVISION, according to the plat thereof as recorded in Map Book 8, Page 74, Public Records of Volusia County, Florida; Parcel 2: Lot 2, DELMAY SUBDIVISION, according to the plat thereof as recorded in Map Book 8, Page 74, Public Records of Volusia County, Florida; Parcel 3: Lots 3, 4, 5, 6 and 7, DELMAY SUBDIVISION, according to the plat thereof as recorded in Map Book 8, Page 74, Public Records of Volusia County, Florida.

PL005 0022LAMEE
 BY PERFORMING A RESEARCH WITH THE LOCAL GOVERNMENT MUNICIPALITY OF WASHINGTON, THE PROPERTY APPEARS TO BE LOCATED IN ZONE A. THIS PROPERTY WAS FOUND IN VOLUNTARY COUNTY, COMMUNITY NUMBER 00357, DATED 2014-02-16.
 CERTIFIED TO

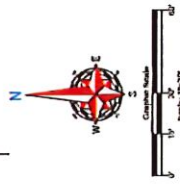
YONAH MEN VIDAL AND CARLOS A. VIDAL ALOMA TITLE COMPANY, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY



There was NO Right of Way information provided to the Surveying Company at the time of the execution of the Boundary Survey. Therefore, the Survey is based upon the best measurements and calculations determined on the date of 9-15-20, and shall be maintained and not subject to change. Property boundaries are subject to change, and for reasons, Right of Way information is deemed not admissible to affect Subject Property. Said change is without Notification, consultation or notification.

Only • Outcomes That
Vary • When Project Ends
Date: 1/1/2010 10:00 AM

17
187.00(10)
(C) 201



File Reference Information:

Field 1: Item & Cap	12.0 of 1227 in Count
Discharge	41.00
	0-52
Field 1: Item & Cap	12.0 of 1227 in Count
Discharge	55.12

Page Totals:

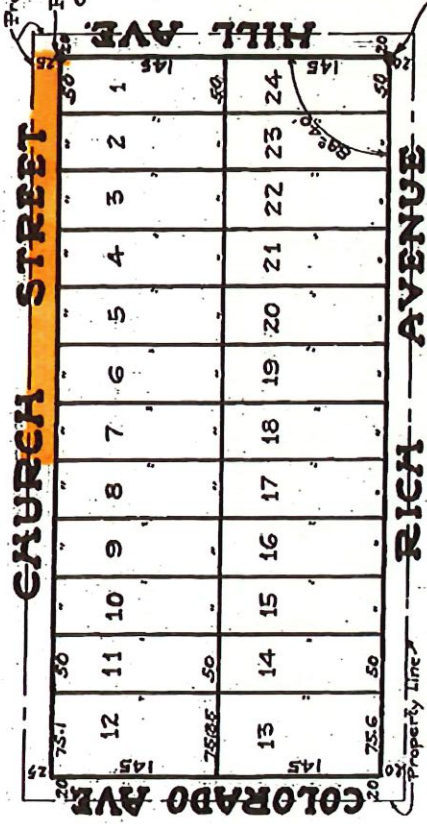
Records:	1
197:	1

Summary of Time Consumed in Query Request

Non-Patented Invention
 Description 171
 Patent 040273
 Classification 47.28

[illegible][illegible]

8-74



Property Line

CHURCH STREET

P.R.M. Bears 20'W and 982'N of the SE Cor of the SW 1/4 of Sec. 10, T.17S, R.30E.

HILL AVE.

P.R.M. Bears 20'W and 692'N of the SE Cor of the SW 1/4 of Sec. 10, T.17S, R.30E.

RICH AVENUE

Property Line

We hereby certify that we are the owners of the S 1/2 of Block 127, in the city of Deland, Volusia County, Florida, and that we have caused it to be subdivided as shown hereon, and we do hereby dedicate to the public use, all streets and avenues included within the property lines of the above described property as shown on this map.

Signed and sealed in the presence of:
Paul W. Morrison Witness Ed Jacobson Seal
Ed Jacobson Witness Emma Jacobson Seal

STATE OF FLORIDA
 COUNTY OF VOLUSIA

I hereby certify that B. Jacobson, and Emma Jacobson his wife, to me personally known, appeared before me this day, and acknowledged the due execution by them of the foregoing dedication, for the purposes therein expressed, and the said Emma Jacobson being by me examined separate and apart from her said husband, acknowledged that she executed the same for the purpose of relinquishing her dower and rights of dower in and to said streets and avenues, and that she did the same freely and voluntarily and without any compulsion, constraint, apprehension, or fear of or from her said husband.

Witness my hand and seal this 30th day of December 1925.
Paul W. Morrison Notary Public
 My Commission Expires 27th March 1928

Certified in compliance with Survey Laws of 1925 and filed for record this MAR 25 1926

Approved for Record
 By John D. ...
 Deland City Council

We hereby certify that this map is a correct representation of the land platted and that permanent reference monuments have been placed as required by law.

VOLUSIA COUNTY ABSTRACT CO., Engrs.
 By J. M. Volante
 State Certificate No. 569

DELMAY SUBDIVISION

BEING A SUBDIVISION OF THE S 1/2 OF BLOCK 127, IN THE CITY OF DELAND, VOLUSIA COUNTY, FLORIDA.
 December 9th, 1925. Scale 1" = 100 FT.

[illegible]

Parcel
 Water Bodies
 DELAND

Cities
 Streets
 County Boundary

0 0.05 0.1 0.2 mi
 0 0.07 0.15 0.3 km

Parcel Text

Water Body Names

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NIMA, Goodatasystems, Rijkswaterstaat, CSA, Geoland, ESMA, Intermap, and the GIS user community. Esri Community Maps Contributors, FDEP. © OpenStreetMap, Microsoft, Esri, TomTom.

ArcGIS Web AppBuilder
VCPA 2021

Jan. 13, 2025

Via email: Lynne.figenscher@cobbcole.com

Ms. Lynne Figenscher
Florida Registered Paralegal
Cobb Cole
231 North Woodland Boulevard
DeLand, FL 32720

**RE: Vacation of a Right Of Way
E. Church Street, Deland
Volusia County, Florida**

Dear Ms. Figenscher:

Please be advised that Duke Energy has **“no object”** to the vacation and abandonment of the twenty-five (25') foot Right Of Way of unimproved Church Street lying North of Lots 1-7, Delmay Subdivision, as recorded in Plat Book 8, Page 74, of the Public Records of Volusia County, Florida, being more particularly as highlighted on the accompanying Boundary & Topographic Survey prepared by Ireland & Associates Surveying, Inc., dated January 1, 2024, attached hereto and by this reference made a part hereof.

Once the resolution has 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

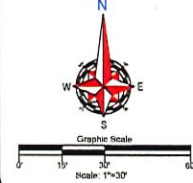
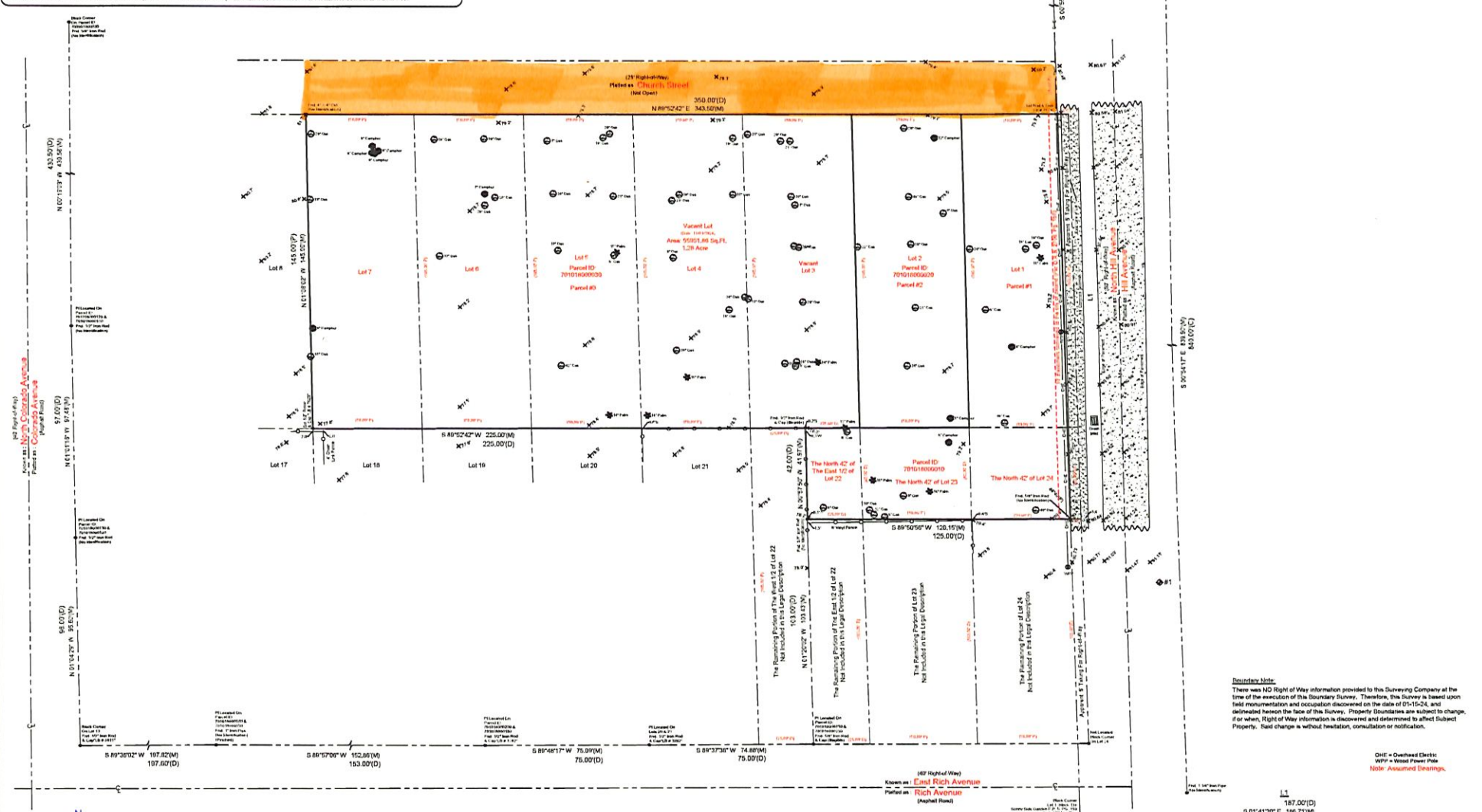
Irma Cuadra
Senior Research Specialist

Attachment

Boundary & Topographic Survey

Legal Description:
Parcel 1: Lot 1, and the North 42 feet of Lots 23 and 24; and the North 42 feet of the East 1/2 of Lot 22.
DELMAY SUBDIVISION, according to the plat thereof as recorded in Map Book 8, Page 74, Public Records of Volusia County, Florida. Parcel 2: Lot 2, DELMAY SUBDIVISION, according to the plat thereof as recorded in Map Book 8, Page 74, Public Records of Volusia County, Florida. Parcel 3: Lots 3, 4, 5, 6 and 7, DELMAY SUBDIVISION, according to the plat thereof as recorded in Map Book 8, Page 74, Public Records of Volusia County, Florida.

FLOOD DISCLAIMER:
BY PERFORMING A SURVEY WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN VOLUSIA COUNTY, COMMUNITY NUMBER 12357, DATED 2014-02-19.
CERTIFIED TO:
JOHANNES VIDAL AND CARLOS A. VIDAL-ALOMA TITLE COMPANY, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY



Site Benchmark Information:
Bench 1: Iron & Cap 1.5" 7' 7022" In Ground, Elevation: 21.42'
Bench 2: Iron & Cap 1.5" 7' 7022" In Ground, Elevation: 22.26'

Benchmark Information:
Bench 1: Iron & Cap 1.5" 7' 7022" In Ground, Elevation: 21.42'
Bench 2: Iron & Cap 1.5" 7' 7022" In Ground, Elevation: 22.26'

Field Date: 01/11/24	Date Completed: 01/11/24
Drawn By: BU	File Number: S-125850
Legend:	
PC - Point of Closure	PC - Point of Closure
BM - Benchmark	BM - Benchmark
CB - Corner	CB - Corner
CE - Corner	CE - Corner
CL - Corner	CL - Corner
CR - Corner	CR - Corner
CS - Corner	CS - Corner
CT - Corner	CT - Corner
CU - Corner	CU - Corner
CV - Corner	CV - Corner
CW - Corner	CW - Corner
CX - Corner	CX - Corner
CY - Corner	CY - Corner
CZ - Corner	CZ - Corner
DA - Corner	DA - Corner
DB - Corner	DB - Corner
DC - Corner	DC - Corner
DD - Corner	DD - Corner
DE - Corner	DE - Corner
DF - Corner	DF - Corner
DG - Corner	DG - Corner
DH - Corner	DH - Corner
DI - Corner	DI - Corner
DJ - Corner	DJ - Corner
DK - Corner	DK - Corner
DL - Corner	DL - Corner
DM - Corner	DM - Corner
DN - Corner	DN - Corner
DO - Corner	DO - Corner
DP - Corner	DP - Corner
DQ - Corner	DQ - Corner
DR - Corner	DR - Corner
DS - Corner	DS - Corner
DT - Corner	DT - Corner
DU - Corner	DU - Corner
DV - Corner	DV - Corner
DW - Corner	DW - Corner
DX - Corner	DX - Corner
DY - Corner	DY - Corner
DZ - Corner	DZ - Corner

Revisions

No.	Description	Date
1	Initial Survey	01/11/24

Notes:

- Survey is based upon the Legal Description supplied by Client.
- Abutting Properties Deeds have been researched for Gaps, Omissions and Errors.
- Subject to any easements and/or restrictions of record.
- Survey is based upon the Legal Description supplied by Client.
- Abutting Properties Deeds have been researched for Gaps, Omissions and Errors.
- Subject to any easements and/or restrictions of record.
- Survey is based upon the Legal Description supplied by Client.
- Abutting Properties Deeds have been researched for Gaps, Omissions and Errors.
- Subject to any easements and/or restrictions of record.

Irland & Associates Surveying, Inc.
800 Currency Circle Suite 1020
Lake Mary, Florida 32746
www.irlandsurveying.com
Office-407.678.3366 Fax-407.320.8165



Florida Gas Transmission Company

An Energy Transfer/Kinder Morgan Affiliate

2301 Lucien Way
Suite 200
Maitland, FL 32751
Right-of-Way Department

October 31, 2024

Mark A Watts
Cobb Cole Attorneys at Law
231 North Woodland Blvd
Deland, FL 32720

Re: Vacation Request – Parcel ID: 7010-18-00-0010, 7010-18-00-0020,
7010-18-00-0030

To Whom it May Concern:

Florida Gas Transmission Company, LLC (FGT) has **No Objection** to the vacation of the properties listed above. Our nearest pipeline is approximately 1.25 miles South.

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



December 4, 2024

Lynne Figenschier
Cobb Cole
231 N Woodland Blvd, DeLand, FL 32720
(386) 736-7700
lynne.figenschier@cobbcole.com

RE: Letter of No Objection for Vacation of utility easement on the unimproved Church Street located north of parcels 7010-18-00-0010, 7010-18-00-0020, & 7010-18-00-0030

Dear Ms. Lynne Figenschier:

FPU has reviewed the request and supporting documentation and has determined that the location of the project is within our service territory.

It has also been concluded that there are no FPU facilities in the proposed site area to be developed.

Florida Public Utilities has no objections to vacate all utility easements located at the above property address and on the survey you provided.

If you have any questions, are interested in Natural Gas service to the site, or need any additional information please don't hesitate to call me at (386) 785-4468 or email at eahn@chpk.com.

Sincerely,

Emily Ahn
Designer
Florida Public Utilities

CITY OF DELAND
Request for Commission Action
April 7, 2025

SUBJECT: Resolution Approving the Demolition of a Commercial Building Built Prior to 1950, Located at 1619 Parade Circle.

DEPARTMENT: Planning

PREPARED BY: Emily Kunkel, Senior Planner

ATTACHMENTS: Resolution, Historic Board Staff Report - March 6, 2025, Location Map, Demolition Narrative, Asbestos Survey Report , Preliminary Concept Plans

APPROVED BY: Michael Pleus, City Manager, April 1, 2025

SUMMARY/HIGHLIGHT:

This structure was built in 1939, per the Volusia County Property Appraiser, and is located outside the Downtown Historic Support District. This building was built prior to 1950, review is required by the Historic Preservation Board and the City Commission due to the age of the structure. The City Commission must review and either approve or deny the request to demolish the structure. This property is located within City limits, and the proposed future use is to combine multiple adjoining lots owned by this owner, and develop a warehouse facility, some of which are outside the City boundary and would need to be annexed. Applications for future development have not been submitted yet for review. The Historic Preservation Board recommended approval at their Thursday, March 6, 2025, meeting.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Smart Growth Principles, redevelopment of blighted areas and pursuing redevelopment outside the City core. Allowing a new industrial development will enhance the streetscape and appearance of this area of the City and incorporate redevelopment outside the City core.

SUSTAINABILITY:

The demolition of this commercial building provides an opportunity for new development on site, contributing to the existing industrial neighborhood.

FISCAL IMPACT:

This demolition is initiated by and will be carried out by the applicant, with no financial cost to the City.

RECOMMENDATION:

It is recommended that the City Commission approve the demolition of the structure.

BACKGROUND/DISCUSSION:

The applicant is requesting to demolish this vacant commercial building built in 1939, with plans to redevelop the site into an industrial use. A re-roof permit (metal to metal) was completed in March 2020 and the building was occupied by a salon since 2020. In October 2023, the business closed, and the building has since been vacant. This request has been reviewed per the City's Land Development Regulation Section 33-35, and staff finds that not enough information has been provided to determine the integrity of the structure. However,

redevelopment of the site into an industrial use, could benefit the surrounding neighborhood, as it is surrounded by Industrial (City & County) and Commercial (City) zoning and Industrial future land use.

RESOLUTION NO. 2025 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
AUTHORIZING DEMOLITION OF A BUILDING CONSTRUCTED
PRIOR TO 1950, LOCATED AT 1619 PARADE CIRCLE; PROVIDING
FOR SEVERABILITY; AND AN EFFECTIVE DATE.**

WHEREAS, the applicant, Pece of Mind Environmental, Inc., on behalf of the owner, DIC Holdings, LLC, submitted a building permit application for demolition of a building built prior to 1950, located at 1619 Parade Circle; and

WHEREAS, the property is located outside the Historic Support District and the Downtown Support District; and

WHEREAS, the structure is not designated as historically significant and is not considered a contributing structure; and

WHEREAS, on March 6, 2025, the Historic Preservation Board recommended approval for the demolition of the structure located at 1619 Parade Circle; and

WHEREAS, the City Commission of the City of DeLand finds that it is in the best interests of the citizens of the City of DeLand to demolish the structure given the structure's lack of historic significance.

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

Section 1. That the City Commission of the City of DeLand hereby authorizes the demolition of a building constructed prior to 1950, located at 1619 Parade Circle.

Section 2. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the remaining portions of this Resolution.

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

PASSED AND DULY ADOPTED this 7th day of April, 2025.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney



City of DeLand
Historic & Cultural Resources
120 S. Florida Ave.
DeLand, FL 32720
Planning@DeLand.org

DATE: March 6, 2025

TO: Historic Preservation Board

FROM: Emily Kunkel, *Planner II / Historic Resource Coordinator*

RE: **Historic Preservation Review (Demolition) for a Commercial Building at 1619 Parade Circle**
Application No.: HPB25-028
Applicant: Pece of Mind Environmental, Inc
Owner: DIC Holdings, LLC
Zoning District: VC: I-1
Current Use: Vacant
Florida Master Site File Number: None

Description of Proposed Work:

The applicant is requesting to demolish this vacant commercial building built in 1939, with plans to redevelop the site into an industrial use. A re-roof permit (metal to metal) was completed in March 2020 and the building was occupied by a salon, since 2020. In October 2023, the business closed, and the building has since been vacant. The proposed future use of this property is to annex into the City, combine multiple adjoining lots owned by this owner, and develop a warehouse facility. Applications for annexation and future land use amendment have not been submitted nor have any redevelopment plans.

Staff Analysis

This structure was built in 1939, per the Volusia County Property Appraiser, and is located outside the Downtown Historic Support District. This building was built prior to 1950, so due to the age of the structure, review is required by the Historic Preservation Board and the City Commission. This request has been reviewed per the City's Land Development Regulation Section 33-35, and staff finds that not enough information has been provided to determine the integrity of the structure. However, redevelopment of the site into an industrial use, could benefit the surrounding neighborhood, as this is surrounded by Industrial (City & County) and Commercial (City) zoning and Industrial future land uses.

Guidance from DeLand Land Development Regulations

Land Development Regulations Section 33-35 outlines demolitions requirements in the City of DeLand. 33-35.01. *Generally. (a) Purpose and intent. The purpose of this section is to ensure that historic properties are protected from neglect or premature demolition by providing the following procedure for review. No demolition permit affecting a building or structure in a designated Historic District, a designated historic building or structure, or a building or structure constructed prior to 1950 shall be issued until the applicant has demonstrated that no other feasible alternative to demolition can be found.*

1. Issuance of demolition permit shall be guided by the following factors:

a. The historic or architectural significance of the building, structure, or object;

This site does not have a Florida Master Site File; staff has not found any historic or architectural significance for this building. However, the architecture is Frame Vernacular, which was the prevalent style of residential architecture in Florida before the Civil War. Residents relied on local materials and their own methods and designs to construct buildings.

b. The importance of the building, structure, or object to the ambiance of a district;

This structure is not located within any of the Historic Districts or Historic Support Districts. There are many existing Frame Vernacular style buildings within the city and very few in close proximity to this structure. This structure is surrounded by existing industrial buildings consisting of mostly metal industrial buildings built between 1949 - 2000, and a mixture of a Frame Vernacular and Bungalow architectural styles within the immediate block, all of which have built around the same time period of 1930 - 1965

c. The difficulty or the impossibility of reproducing such a building, structure or object because of its design, texture, material, detail, or unique location;

It would not be difficult to reproduce this building because the Frame Vernacular style is still a commonly used architectural style. However, it may be difficult to reproduce the building using similar materials as the original materials would not meet current Florida Building Codes.

d. Whether the building, structure, or object is one of the last remaining examples of its kind in the neighborhood, the county, or the region;

This building is not one of the last remaining examples of its kind in this neighborhood or in the city. On this street, there are seven (7) other buildings, and two (2) are frame vernacular styles, built within the similar timeframe (1949 and 1965).

e. Whether there are definite plans for reuse of the property if the proposed demolition is carried out, and the effect of those plans on the character of the surrounding properties;

The property owner has purchased multiple properties surrounding this site and has plans to annex into the City, combine multiple lots, and redevelop them into an industrial warehouse development. A formal application has not been submitted for review, but the proposed concept plans are attached, and will be subject to all applicable Land Development Codes and Florida Building Codes. The new construction should enhance the surrounding properties, as the existing structure is in minor disrepair.

f. Whether reasonable measures can be taken to save the building, structure, or object from collapse; and

The applicant and property owner have not stated if they had the building inspected for structural integrity, nor have they provided information regarding repairing the building to save it from collapse. However, the building had a re-roof completed in 2020 and was previously occupied by a salon from 2020-2023. In October 2023, the business closed, and the building has since been vacant.

g. Whether the building, structure, or object is capable of earning reasonable economic return on its value.

If rehabilitated, the estimated cost of the renovation may exceed the value of the structure, however the property owner has not provided documentation regarding the integrity of the building. If demolished and redeveloped, it could be possible to have a return on the investment. But, without documentation regarding the structural integrity or viability of rehabbing the building, staff is unable to make an assessment.

Staff Recommendation:

The request is consistent with the City's Land Development Regulations, Section 33-35.01. However, staff finds that not enough information has been provided to determine the integrity of the structure. The redevelopment of the site into an industrial use, could benefit the surrounding neighborhood, as this is surrounded by other Industrial zoning and uses, both the County and the City. The redevelopment of this site will not require review by the Historic Preservation Board, because it is not located in any Historic Districts or Support Districts, the demolition requires Historic Preservation and City Commission action due to the age of the structure (prior to 1950).

Historic Preservation Board Recommendation: *(LDR Section 33-35(b)(6))*

The historic preservation board shall use the criteria set forth in subsection (a) above to review the completed application and accompanying submittals. After completing the review of the application and fulfilling the public notice and hearing requirements set forth above, the board shall forward its recommendation to the city commission.

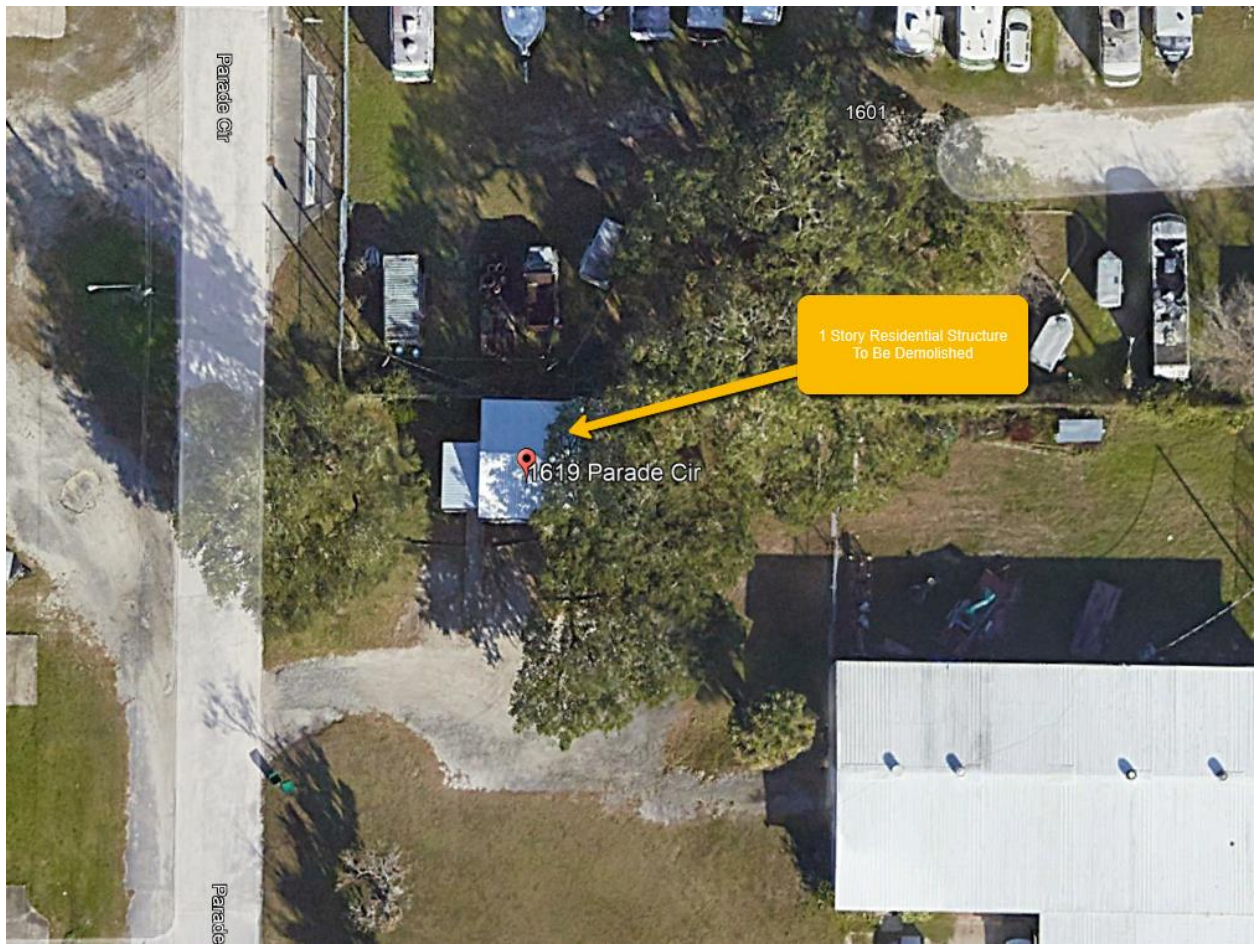
Attachments:

Vicinity map

Project narrative

Asbestos survey report

Proposed conceptual plans – *no formal application has been submitted for review*



1619 Parade Circle
DeLand, FL

Complete Building Demolition Narrative

Prepared by:



1575 Aber Road
Orlando, FL 32807

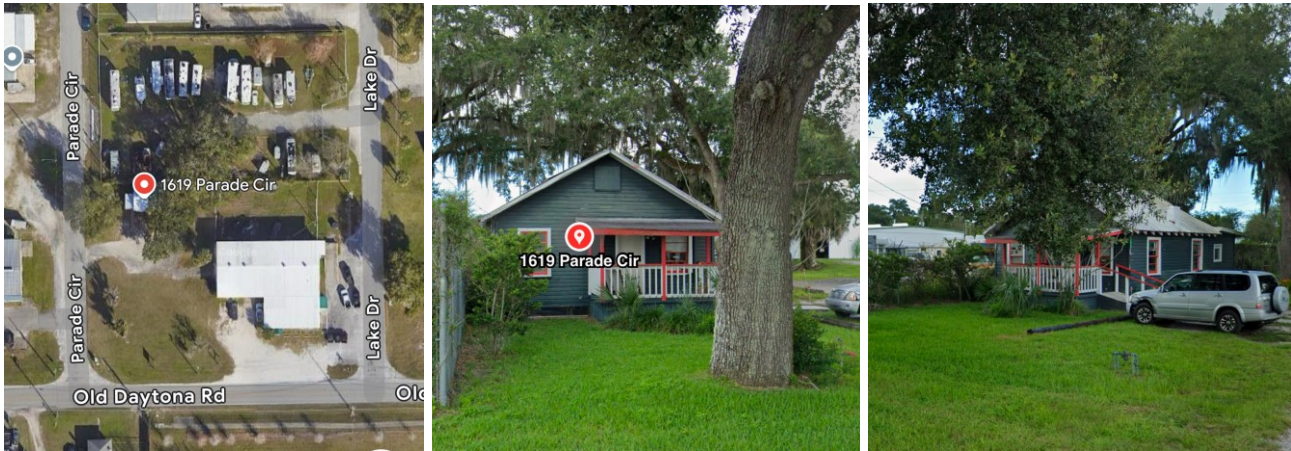
Created / Approved By:

A handwritten signature in black ink, appearing to read "Steve Pece".

Steve Pece
President

2/13/2025
Date

1 Location



2 Onsite Working Hours / Duration

- Start Date: TBD (Within 1 week of permit approval)
- Duration: 2 Days
- Work Hours: Monday Thru Friday 8am to 5pm

3 Type Of Demolition

- Hydraulic Excavator

4 Dust Control

- 2" fire hose will be used to control dust from all demolition activities



www.peceofmind.com

407-568-3456

5 Trucking

Pece Of Mind will haul all of the waste off site with the following methods:

- Dump trucks
- Roll off containers

6 Florida Building Code 1502.1

- All demolition equipment will be stored and placed so as not to endanger the public, the workers or adjoining property for the duration of the demolition project.

7 Pedestrian Protection

- Pece pf Mind will provide flagman to direct trucking and heavy equipment in order to protect pedestrians.

8 Wall Demolition

- There are no walls from this building adjacent to the right of way that pose any danger to pedestrians.

9 Redevelopment Plans

Plans for entire parcel are being developed now and will be submitted soon.



www.peceofmind.com

407-568-3456

Asbestos Survey Report

for

***1619 Parade Circle
Deland, FL***

Professional Air Monitoring

October 31, 2024

DIC Holdings LLC
33 E. Robinson Street Suite 210
Orlando, FL 32801
Email: LSamardge@Alakai-Capital.com

RE: Asbestos Survey and Sampling
1619 Parade Circle
Deland, FL

Dear DIC Holdings LLC,

Professional Air Monitoring completed a field investigation of accessible building materials on October 28, 2024, encompassing the physical assessment, sampling, and analysis for suspect Asbestos Containing Building Materials (ACBM). This is a single-story building scheduled for demolition. This investigation was requested and authorized on October 25, 2024. *The lab results indicate that all suspect materials collected indicate no asbestos detected.*

This report contains the results of the materials sampled, indicates the locations of the samples collected and summarizes pertinent observations made during our physical assessment. The survey was performed by Mr. Kris James Asbestos Inspector Certification number AA081324IR03.

The following table provides a listing of all suspect materials, hazard assessments, quantities and laboratory results of the materials sampled by Mr. Kris James.

1619 Parade Circle; Deland, FL

SAMPLE NO. & LOCATION	SUSPECT ACM MATERIAL SAMPLED	ANALYZED Y/N	ABESTOS PERCENTAGE	FRIABLE Y/N	PHYSICAL CONDITION	FIBER RELEASE POTENTIAL
1 10-15	Exterior Window Glazing (red surfaced gray sealant)	Yes	NAD	No	Good	Low
2 10-15	Exterior Window Glazing (gray sealant)	Yes	NAD	No	Good	Low
3 Front Porch 50 SF	Exterior Concrete (gray surfaced gray concrete)	Yes	NAD	No	Good	Low
4 Front Porch 50 SF	Exterior Block (gray surfaced gray concrete)	Yes	NAD	No	Good	Low
5 Middle of Building 215 SF	Textured Drywall & Joint Compound Ceiling (white surfaced white compound)	Yes	NAD	No	Good	High
Layer 2	Textured Drywall & Joint Compound Ceiling (white drywall with paper)	Yes	NAD	No	Good	High
6 Middle of Building 215 SF	Textured Drywall & Joint Compound Ceiling (white surfaced white compound)	Yes	NAD	No	Good	High

1619 Parade Circle; Deland, FL

SAMPLE NO. & LOCATION	SUSPECT ACM MATERIAL SAMPLED	ANALYZED Y/N	ABESTOS PERCENTAGE	FRIABLE Y/N	PHYSICAL CONDITION	FIBER RELEASE POTENTIAL
Layer 2	Textured Drywall & Joint Compound Ceiling (white drywall with paper)	Yes	NAD	No	Good	High
7 Throughout 1750 SF	Drywall & Joint Compound Walls (white surfaced white compound)	Yes	NAD	No	Good	High
Layer 2	Drywall & Joint Compound Walls (white drywall with paper)	Yes	NAD	No	Good	High
8 Throughout 1750 SF	Drywall & Joint Compound Walls (white surfacing)	Yes	NAD	No	Good	High
Layer 2	Drywall & Joint Compound Walls (brown paneling)	Yes	NAD	No	Good	High
9 Throughout 1750 SF	Drywall & Joint Compound Walls (white surfaced white compound)	Yes	NAD	No	Good	High
Layer 2	Drywall & Joint Compound Walls (white compound beneath tape)	Yes	NAD	No	Good	High

1619 Parade Circle; Deland, FL

SAMPLE NO. & LOCATION	SUSPECT ACM MATERIAL SAMPLED	ANALYZED Y/N	ABESTOS PERCENTAGE	FRIABLE Y/N	PHYSICAL CONDITION	FIBER RELEASE POTENTIAL
<i>Layer 3</i>	Drywall & Joint Compound Walls (white drywall with paper)	Yes	NAD	No	Good	High
10 Back Storage Room 50 SF	12x12 Peel & Stick (tan self-adhesive floor tile)	Yes	NAD	No	Poor	Low
11 Bathroom 25 SF	Linoleum (tan linoleum)	Yes	NAD	No	Poor	Low
12 Main Area 500 SF	Woodlike Linoleum (brown linoleum)	Yes	NAD	No	Poor	Low
13 Main Area 500 SF	Woodlike Linoleum (brown vinyl floor tile)	Yes	NAD	No	Poor	Low

ACM – Asbestos Containing Material
NAD – No Asbestos Detected

NA – Not Applicable

SF – Square Feet
LF – Linear Feet

The asbestos inspection was conducted in general accordance with AHERA guidelines using a minimum number of samples collected from each Homogeneous Sampling Areas, (HSA). A homogeneous sampling area can be described as any suspect asbestos material that is similar in appearance and texture, having the same installation date, use, and function. The inspection generally complies with the sampling requirements found in 40 CFR 763. Sample collection depends on the category that the HSA falls into and the professional judgment of the field inspector/surveyor.

If the analytical results indicated that all the samples collected per HSA did not contain asbestos, then the HA (material) would be considered a non-ACM. However, if the analytical results indicate *one* or *more* of the samples collected per HSA contains asbestos in quantities of greater

than 1 percent asbestos by weight (as defined by EPA), all of the HSA (material) shall be treated as an ACM Material.

Friable materials and Category I and II non-friable materials, which have become friable are classified by EPA NESHAPs (40 CFR 61 M) as Regulated Asbestos Containing Materials (RACM) and must be removed by a State of Florida-licensed asbestos abatement contractor prior to building demolition. Category I non-friable ACMs shall not be subjected to abrasion, grinding, sanding or any other processes during demolition, which will render these non-friable materials friable. A ten-day notification must be submitted to the FDEP prior to the initiation of the abatement of more than 160 square feet or 260 linear feet of an RACM. Air monitoring to ensure that other areas of the building are not being contaminated with asbestos fibers should be performed by a licensed asbestos business organization during the abatement project. Final clearance air sampling should be performed to document that the consensus clean air standard of 0.01 fibers per cubic centimeter of air has been met.

Bulk samples were analyzed at CA Labs, LLC located in Baton Rouge, LA for asbestos analysis of bulk materials via EPA 600/R-93/116 method using Polarized Light Microscopy (PLM). PLM is the EPA-required method for analyzing bulk materials for asbestos.

This report is designed to aid the building owner, construction manager, general contractors, and potential asbestos abatement contractors in locating ACM. **Under NO circumstances is this report to be utilized as a bidding document** or as a project specification document since it does not have all the components required to serve as an Asbestos Project Design document or an Abatement Work plan. All the information collected because of this testing will be treated with the utmost confidentiality and will not be released to any unauthorized person(s) for any reason without your prior written consent.

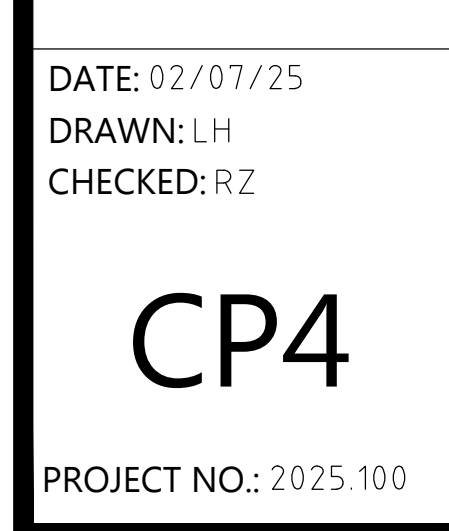
A copy of this report and laboratory analysis should remain on-site during demolition activities.

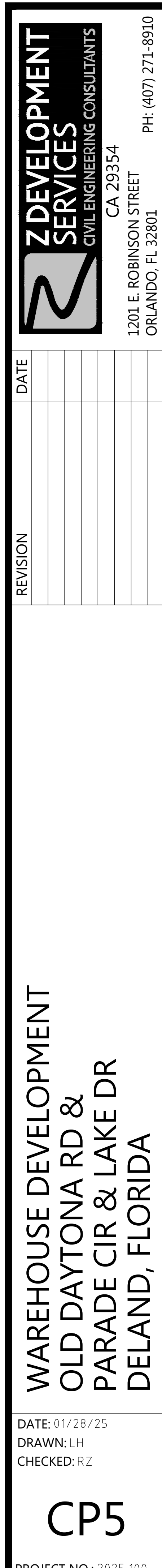
We appreciate the opportunity to be of service to you on this project. If you should have any questions concerning this report or our investigation, please do not hesitate to contact me, at (407) 492-8436.

Very truly yours,



Paul Prizmonte, IH
Asbestos Business License ZA379
AHERA Certified Asbestos Inspector
PAM Project #A241028C





CITY OF DELAND
Request for Commission Action
April 7, 2025

SUBJECT: Consideration re Request to Purchase Meridian Rapid Defense Barrier System.

DEPARTMENT: City Manager

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: Product Info, Quote

APPROVED BY: Michael Pleus, City Manager, April 1, 2025

SUMMARY/HIGHLIGHT:

Spurred by the recent attack in New Orleans and other areas, city staff began reexamining special event safety measures to ensure the safety of event goers. One of the most pressing issues noted was the risk of vehicles being used as weapons to attack attendees of large public events.

Current traffic control measures, such as traditional barricades, jersey barriers and heavy equipment/trucks that risk vehicle damage, are either insufficient, labor-intensive or impractical for rapid deployment.

To this end, staff is recommending the purchase of two additional items that would enhance the safety of downtown event attendees. Two items have been proposed: Meridian Barriers and traditional bollards. This agenda item is in regard to the purchase of Meridian Barriers that can be rapidly deployed during events. Meridian Barriers are deployed and look somewhat similar to Type III Barricades used at our events. However, the difference from the traditional Type III barricade is that the Meridian Barrier can stop a vehicle from entering an area using technology and physics. In short, the Type III Barricade is only a visual deterrent, not a physical and visual deterrent like the Meridian Barrier.

To this end, staff is recommending the purchase of 5 trailer sets (40 barriers total) of the Meridian Rapid Defense barrier system to be deployed at all major events throughout the city.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Creating a Sense of Safety within our Community

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The cost to purchase 5 trailer sets is approximately \$608,966.05 for five Meridian Archer Trailer Kits. We do have a reserve for barricades in the amount of \$171,650. This would leave \$437,316.05 that can be funded from general government impact fee reserves.

RECOMMENDATION:

It is recommended that the City Commission approve the request to purchase 5 Meridian Rapid Defense Barrier sets. The meridian barrier system is available via state contract procurement.

BACKGROUND/DISCUSSION:

The purchase of the Meridian Rapid Defense barrier system will ensure the safety of event goers, community and staff at future events. The Archer barrier system is the most modular barrier available at only 2 feet wide, 3 feet high and 4 feet long. It is completely reusable after impact and comes with a lifetime warranty. Set up of eight barriers takes up to 10 minutes and may be managed by one staff member. All of Meridian's products are made of 100% American steel and has a SAFETY Act Certified, MASH TL-3 tested for tested primary security safety system for entry points, roadways, and perimeters. It stops unauthorized vehicles and protects people in pedestrian areas, events, construction zones, and critical sites. Staff is recommending the purchase of 5 trailers that include 8 barriers each (total of 40 barriers).

Each trailer kit includes:

- 8 - Archer 1200 Barriers
- 2 - Field Tow Bars
- 1 - Archer Hauler
- 7 - 4 ft. Arrestor Cables
- 1 - 10 ft. Arrestor Cable
- Archer Drop Deck Trailer

Staff estimates that the Meridian Rapid Defense Barriers would reduce the need to use heavy equipment at large events by 80%. This reduction of heavy equipment will reduce overtime costs and equipment costs. It will also reduce the risk of damage to heavy equipment and allow that equipment to be utilized for its intended purpose.

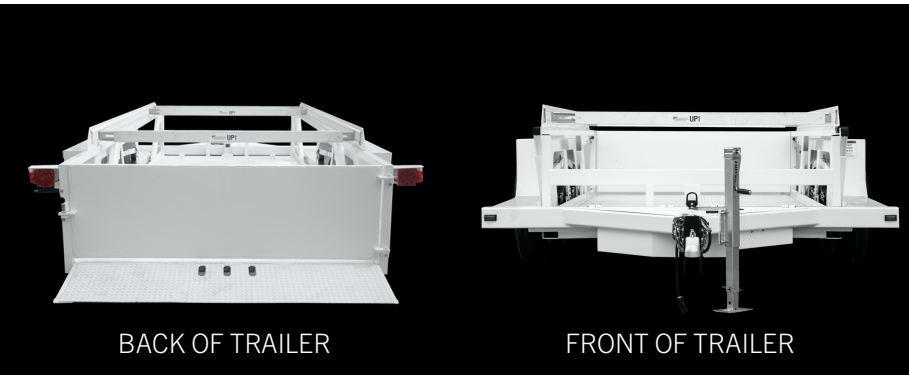


ARCHER DROP-DECK TRAILER

Mobile deployment in minutes. Custom built to load and haul up to eight Archer 1200 Barriers, making barrier deployment fast and easy.

The Archer Drop-Deck Trailer from MERIDIAN ensures Archer 1200 Mobile Barriers can be deployed in under ten minutes. To transport and deploy the equipment, the Archer Drop-Deck Trailer lowers to the ground, allowing the Archer 1200 Barriers to roll off at street level and eliminating the need for fork lifts or heavy equipment. Once the trailer is lowered to the ground take the Archer Hauler and off load the barriers one at a time. This trailer allows for single-person deployment, making this the perfect trailer for mobile barrier deployment in Hostile Vehicle Mitigation.

PRODUCT DETAILS



Carrying Capacity	9,000 lbs.
Trailer Weight (empty)	3,900 lbs.
Deck Width	75 in.
Deck Length	16 ft. (including ramp)
Overall Width	102 in.
Overall Length	21 ft.
Axle	Tandem
Wheel Size	16 in.
Brakes	Electric
Coupler	2-5/16 in. ball

FEATURES

- » Ground-Level Loading
- » Heavy-Duty Diamond Steel Deck
- » Rubber Suspension
- » Adjustable Safety Chains
- » 7-Pin RV-Style Plug
- » 24' Side-Swing Tailgate
- » 10' Storage Compartment
- » E-Track System
- » 3 Shoring Bars
- » Solar Battery Charger
- » Remote Control
- » LED Lights
- » Powder Coat Paint
- » 16" F-Rated Wheels

Chassis: The chassis has no cross members, which allows the loading deck to be lowered completely to the ground. The "A" frame tongue design features a 10" built-in lockable storage compartment on one side and the battery, hydraulic tank/pump and controls on the other side. A 7,000 lb. "quick adjust" jack is mounted on the tongue.

Loading Deck: The deck features an extra heavy-duty 3/16" thick diamond steel floor plate with a permanent 18" ramp at the rear and a 24" side-swinging removable tailgate. Attached to the two side rails are E-track rails with three snap-in shoring bars for locking barriers into place.

Loading Operation: The deck is designed so that it can be raised or lowered hydraulically and remains level throughout its travel. Barriers are moved onto the deck at ground level, then raised to full travel position in less than 30 seconds. In the travel position, the deck automatically locks for additional safety while towing.

Hydraulic System: All hydraulic components are located inside the A-frame compartment. The hydraulic motor only runs during the raising of the deck, which is lowered through a gravity return. The hydraulic motor is a DC-12V powered by a 12 volt DC batter mounted inside the compartment.



Meridian Rapid Defense Group Sales LLC
177 E. Colorado Blvd
Suite 200
Pasadena CA 91105
United States

Quote

#QUO-S-11457

GSA Contract #47QSWA19D001F

03/04/2025

Bill To
City of Deland
Michael Quinn
120 South Florida Avenue
Deland FL 32720
United States

Ship To
City of Deland
Michael Quinn
120 South Florida Avenue
Deland FL 32720
United States

Date	Expires	Shipping Method	Sales Rep
03/04/2025	06/02/2025	Freight Out	Brenton B Lee

Item		Price Level	Quantity	Rate	Amount
TRLKIT1000	Meridian Archer Trailer Kit 1000		5	0.00	
T1000	Archer T-1000 Drop Deck Trailer	GSA	5	34,247.85	\$171,239.25
AB1200	Archer 1200 Barrier	GSA	40	6,513.75	\$260,550.00
AMHA003-2	Archer Manual Hauler 2.0	GSA	5	1,925.18	\$9,625.90
AFTB001	Archer Field Tow Bar	GSA	10	574.18	\$5,741.80
AACN4F022	Archer Arrestor Cable – 4 ft.	GSA	35	574.18	\$20,096.30
RG	Archer Rapid Gate Kit	GSA	5	12,540.18	\$62,700.90
WAYF-001	Wayfinding Frame	GSA	40	574.18	\$22,967.20
WF1RC	Caution - Road Closed	GSA	40	37.24	\$1,489.60
WF2STP	Caution - Stop	GSA	40	37.24	\$1,489.60
WF3C	Caution - Caution	GSA	40	37.24	\$1,489.60
WF4PTO	Caution - Pedestrian Traffic Only	GSA	40	37.24	\$1,489.60
ACP003ADA	3 Channel ADA Cable Protector (1 Piece)	GSA	70	287.09	\$20,096.30
End of Group				0.00	\$578,976.05
MCTR002	Annual Certified Training		1	3,995.00	\$3,995.00
F	Freight Charges		1	25,995.00	\$25,995.00

Subtotal	\$608,966.05
Tax (6.5%)	\$0.00
Total	\$608,966.05

Notes:

Payment Terms:

Due to high demand, Meridian is requesting a 50% deposit to ensure timely delivery of your product.





GSA Contract #47QSWA19D001F

Meridian Rapid Defense Group Sales LLC
177 E. Colorado Blvd
Suite 200
Pasadena CA 91105
United States

Quote

#QUO-S-11457

03/04/2025

Wire Transfer Instructions:

Meridian Rapid Defense Group Sales LLC
Account Number: 568605235
Bank Name: Chase Bank, N.A.
Wire Routing : 021000021
ACH Routing : 322271627

Check Remittance:
530 New Los Angeles Ave #115-345
Moorpark, CA 93021



QUO-S-11457

CITY OF DELAND
Request for Commission Action
April 7, 2025

SUBJECT: Consideration re Request to Purchase Additional Bollards for East and West Indiana Avenue Along with the Repositioning of Bollards on West Georgia Avenue.

DEPARTMENT: City Manager

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: 8.5 Inch REMOVABLE Event Security Bollards Proposal, Bollard Specs

APPROVED BY: Michael Pleus, City Manager, April 1, 2025

SUMMARY/HIGHLIGHT:

Spurred by the recent attack in New Orleans and other areas, city staff began reexamining special event safety measures to ensure the safety of event goers. One of the most pressing issues noted was the risk of vehicles being used as weapons to attack attendees of large public events.

Current traffic control measures, such as traditional barricades, jersey barriers and heavy equipment/trucks that risk vehicle damage, are either insufficient, labor-intensive or impractical for rapid deployment, especially on frequent occasions.

To this end, staff is recommending the purchase of two additional items that would enhance the safety of downtown event attendees. Two items have been proposed: Meridian Barriers and traditional bollards. This agenda item is in regard to the purchase of additional bollards on our most popular event road: East & West Indiana Avenue, along with repositioning of the bollards on West Georgia Avenue to increase the protected area to allow for larger events. Bollards are a more traditional means to enhance event attendee safety at events. Bollards are physical structures that are placed in fixed locations. Bollards would be ideal for areas that have a high frequency of closures that are similar in nature. The Meridian Barriers, conversely, can be deployed anywhere but require a special trailer and jack system. Meridian Barriers are more costly to obtain and require more storage space when not in use.

Unlike the Meridian Barriers, which are able to be procured through state contract, the bollards will need to be procured through the city's bid process. The City's grant coordinator has noted that this item could be submitted in the summer for a potential grant opportunity, but the grant is a competitive grant, so the award opportunity is uncertain.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Creating a Sense of Safety within our Community.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Approximately \$308,650. General government impact fee reserves exist to cover the cost of this project.

RECOMMENDATION:

It is recommended that the City Commission authorize staff to move forward with the intent purchase bollards and will come back to the Commission with a final vendor and certain dollar figure after the RFP process has been finalized.

BACKGROUND/DISCUSSION:

The purchase of additional bollards will enhance the safety of event goers, community and staff at future events on our high frequency event roadways. Bollards are a longstanding traditional product that can enhance the safety of event attendees by creating a physical barrier in a fixed location. The use of bollards can reduce the need to place heavy equipment and personnel at locations.



1980 Cameron Ave
Sanford, FL 32771
P: (386) 218-6969 F: (386) 218-6970
www.allterraintractorservice.com

Proposal

Project Name: **City of Deland Security Bollards**
Project Phase: **8.5" Removable Bollard Installation**

Project Address: **W. Georgia Ave. & E. Indian Ave.**
City, State, Zip: **Deland, FL 32720**

Proposal Date: **Monday, March 3, 2025**
Proposal price good for 20 days from the date of this proposal.

Prepared for: **City of Deland**
Address: **120 S. Florida Ave.**

City, State, Zip: **Deland, Florida 32720**

Contact: **Kieu Moses**
Phone: **386-626-7112**
Cell:
Email: Mosesk@deland.org

Scope of Work

1. ATTS will install New Removable Bollards in Specific Locations per the City of Deland. Note: Engineer needs to review bollard spacing requirements as per bollards spec's, and make adjustments if necessary so removable bollards work correctly. All Terrain Tractor Service accepts NO responsibility for improper spacing of bollards.
2. Under The Terms and Conditions of This Proposal. All Terrain Tractor Service Inc, Hereby Proposes to Provide Labor, Materials, Supervision **Necessary to Complete "ONLY" the Described Line Items Listed Below. No Other Work expressed or Implied in This Proposal.**

Inclusions & Exclusions

1. There are no permitting fees included in this proposal. Permitting obtained by All Terrain Tractor Service will be invoiced separately, outside of this contract, at the time of permit issuance, as a direct pass through to be paid within 10 days of receipt and no retainage held.
2. No bonds are included in this proposal, if required there will be additional costs incorporated by change order or as part of the contract proposal agreed upon during negotiations.
3. No handling of contaminated, hazardous or unsuitable material is included in this proposal, if required there would be additional costs.
4. Any existing electrical, gas, cable tv, phone, internet or other existing utilities are to be relocated or removed by others.
5. Any electrical work related to the sitework package is to be provided by others and is not included in this proposal, if required there would be additional costs.
6. It is assumed that all material on site is suitable for backfill in structural areas and no costs are included for double handling, hauling off or import fill to replace unsuitable material is included in this proposal.
7. The MOT pricing does not include "Jersey" barricades of any kind unless specifically called out in the proposal.
8. No Seeding, sodding, landscaping, irrigation or irrigation repairs are included in this proposal except as specifically called out in the proposal.
9. There is no night work or weekend work included in this proposal, if required there would be additional costs.
10. There are no plant opening fees for concrete and/or asphalt included in this proposal, if required there would be **additional costs**.
11. The maintenance of SWPPP items is included while All Terrain Tractor Service is on-site only. If maintenance is required while All Terrain is not on-site, or as a result of work or damage by other trades, there would be additional costs.
12. No SWPPP monitoring (weekly/rain event inspections) or reporting is included in this proposal. All Terrain Tractor Service will monitor inspection reports, make corrections, and sign off on the appropriate items related to All Terrain's work while on-site only.
13. There is only one (1) mobilization included for each phase of the scope of work in this proposal. If the General Contractor's schedule requires a specific phase to be done out of sequence, there would be costs incurred for additional mobilizations.

CODE	DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL
	W. Georgia Ave: (5 Locations)				
1.001	Mobilization	1	LS	\$4,500.00	\$4,500.00
1.001	Layouts	24	HR	\$125.00	\$3,000.00
1.005	MOT Road Closer	5	EA	\$3,000.00	\$15,000.00
	Supervision	24	HR	\$85.00	\$2,040.00
	GPR	3	EA	\$950.00	\$2,850.00
	Helix Lock Bollard with internal latch mechanism (US Patent 8,297,873), 36" tall 8.625" OD steel pipe with welded in place round post cap. "Heavy Traffic" Galvanized, 24 inch tall ground sleeve with welded in place stop pins and galvanized ground sleeve filler piece for flush mount when bollard is removed. <i>(Set In Brick Paver Roadway)</i>	4	EA	\$5,112.50	\$20,450.00
	Helix Lock Bollard with internal latch mechanism (US Patent 8,297,873), 36" tall 8.625" OD steel pipe with welded in place round post cap. "Heavy Traffic" Galvanized, 24 inch tall ground sleeve with welded in place stop pins and galvanized ground sleeve filler piece for flush mount when bollard is removed. <i>(Set In Concrete Sidewalks)</i>	14	EA	\$5,627.50	\$78,785.00
	Helix Lock Bollard with internal latch mechanism (US Patent 8,297,873), 36" tall 8.625" OD steel pipe with welded in place round post cap. "Heavy Traffic" Galvanized, 24 inch tall ground sleeve with welded in place stop pins and galvanized ground sleeve filler piece for flush mount when bollard is removed. <i>(Set In Asphalt Roadway)</i>	4	EA	\$5,377.50	\$21,510.00
W. Georgia Ave. Total					\$148,135.00

	E. Indiana Ave: (4 Locations)				
1.001	Mobilization	1	LS	\$4,500.00	\$4,500.00
1.001	Layouts	20	HR	\$125.00	\$2,500.00
1.005	MOT Road Closer	4	EA	\$3,000.00	\$12,000.00
	Supervision	20	HR	\$85.00	\$1,700.00
	GPR	4	EA	\$950.00	\$3,800.00
	Helix Lock Bollard with internal latch mechanism (US Patent 8,297,873), 36" tall 8.625" OD steel pipe with welded in place round post cap. "Heavy Traffic" Galvanized, 24 inch tall ground sleeve with welded in place stop pins and galvanized ground sleeve filler piece for flush mount when bollard is removed. <i>(Set In Brick Paver Roadway)</i>	20	EA	\$5,112.50	\$102,250.00

Helix Lock Bollard with internal latch mechanism (US Patent 8,297,873), 36" tall 8.625" OD steel pipe with welded in place round post cap. "Heavy Traffic" Galvanized, 24 inch tall ground sleeve with welded in place stop pins and galvanized ground sleeve filler piece for flush mount when bollard is removed. (Set In Concrete Sidewalks)	6	EA	\$5,627.50	\$33,765.00
E. Indiana Ave Total				\$160,515.00

Proposal Total \$308,650.00

Alternate's & Breakdown For Additional Bollards If Needed

Break Down for Bollards (Per Bollard)				
Bollards in Paver Area:				
Remove Pavers & Palletize	25	SF	\$6.00	\$150.00
Metal Pallet	1	EA	\$100.00	\$100.00
Excavate Footer (Vac Truck)(3-Min. Charges)	1	EA	\$350.00	\$350.00
Export Fill	1	EA	\$250.00	\$250.00
Helix Lock Bollard with internal latch mechanism (US Patent 8,297,873), 36" tall 8.625" OD steel pipe with welded in place round post cap. "Heavy Traffic" Galvanized, 24 inch tall ground sleeve with welded in place stop pins and galvanized ground sleeve filler piece for flush mount when bollard is removed.	1	EA	\$3,050.00	\$3,050.00
3000 PSI Concrete Reg Blend	1	CY	\$350.00	\$350.00
Labor Concrete Crew	0.125	DAY	\$4,500.00	\$562.50
Re-Install Brick Pavers	25	SF	\$12.00	\$300.00
Per Bollard in Brick Pavers				\$5,112.50

Bollards in Concrete Area:				
Saw Cut Concrete	1	LS	\$150.00	\$150.00
Remove Concrete	50	SF	\$8.00	\$400.00
Excavate Footer (Vac Truck)(3-Min. Charges)	1	EA	\$350.00	\$350.00
Export Fill	1	EA	\$250.00	\$250.00

	Helix Lock Bollard with internal latch mechanism (US Patent 8,297,873), 36" tall 8.625" OD steel pipe with welded in place round post cap. "Heavy Traffic" Galvanized, 24 inch tall ground sleeve with welded in place stop pins and galvanized ground sleeve filler piece for flush mount when bollard is removed.	1	EA	\$3,050.00	\$3,050.00
	3000 PSI Concrete Reg Blend	1	CY	\$265.00	\$265.00
	Labor Concrete Crew	0.125	DAY	\$4,500.00	\$562.50
	Replace Concrete Sidewalk	50	SF	\$12.00	\$600.00
Per Bollard in Concrete					\$5,627.50

	Bollards in Asphalt Area:				
	Saw Cut Asphalt	1	LS	\$150.00	\$150.00
	Remove Asphalt	50	SF	\$5.00	\$250.00
	Excavate Footer (Vac Truck)(3-Min. Charges)	1	EA	\$350.00	\$350.00
	Export Fill	1	EA	\$250.00	\$250.00
	Helix Lock Bollard with internal latch mechanism (US Patent 8,297,873), 36" tall 8.625" OD steel pipe with welded in place round post cap. "Heavy Traffic" Galvanized, 24 inch tall ground sleeve with welded in place stop pins and galvanized ground sleeve filler piece for flush mount when bollard is removed.	1	EA	\$3,050.00	\$3,050.00
	3000 PSI Concrete Reg Blend	1	CY	\$265.00	\$265.00
	Labor Concrete Crew	0.125	DAY	\$4,500.00	\$562.50
	Asphalt Patch	1	LS	\$500.00	\$500.00
Per Bollard in Asphalt					\$5,377.50

Terms & Conditions:

1. This proposal is valid for thirty (30) days from the date of this proposal.
2. This proposal is subject to the receipt and review of final stamped approved plans ready for construction. Any differences will be agreed upon and incorporated into the contract proposal during negotiations.
3. During the performance of the contract, if the price of materials and various surcharges increase significantly, through no fault of All Terrain Tractor Service Inc., the price may be adjusted to cover any such significant price/surcharge increases.
4. Should All Terrain Tractor Service Inc. be delayed, obstructed, hindered or interfered with in the commencement, prosecution or completion of the Work by any cause, beyond the control of and not due to any fault, neglect, act or omission of All Terrain Tractor Service Inc., including delays caused by any act, neglect or default of the General Contractor, Owner, Engineer, Architect, or other Contractors then All Terrain Tractor Service Inc. shall be entitled to an extension of time and additional compensation from the General Contractor for such delay. The entitlement to and/or receipt by the General Contractor for additional time and/or compensation from the Owner related to the subject matter of All Terrain Tractor Service Inc.'s claim shall not be a condition precedent to All Terrain Tractor Service Inc.'s receipt of additional time and/or compensation.

6. Any plan changes or changes to scope by the Engineer, Owner, General Contractor, or Inspector may constitute a change order. No change order work will commence without written authorization of a signed change order.

All Terrain Tractor Service, Inc.

Authorized Signature

Date _____

Authorized Signature

Date _____

Price is subject to change, pending receipt of 'Final Construction Drawings'.



GENERAL WARNINGS AND CAUTIONARY STATEMENTS FOR REMOVABLE BOLLARDS

In order to safely and effectively use any TrafficGuard®, Inc. ASTM F3016 Crash Rated product, please read and understand the General Warnings and Cautionary Statements contained below. If you have any questions about any of these General Warnings and Cautionary Statements, or about any aspect of TrafficGuard®, Inc.'s products or literature, please contact TrafficGuard®, Inc. at 877-727-7347, or email sales@trafficguard.net.



BOLLARD SELECTION AND PLACEMENT

based on vehicle weight, speed and other site specific factors to be determined by owner.



FAILURE TO UTILIZE TRAFFICGUARD®, INC., INC. AUTHORIZED PARTS, OR MODIFICATIONS to the TrafficGuard®, Inc. products, or failure to follow the recommended installation procedures, will result in your warranty being null and void.



READ AND FULLY UNDERSTAND THE INSTALLATION INSTRUCTIONS

before attempting to install any TrafficGuard®, Inc. bollard product.



SUBSTITUTION OF COMPONENTS MAY IMPAIR THE PROPER FUNCTION of TrafficGuard®, Inc. bollards products. If you need replacement parts, please contact TrafficGuard®, Inc. at the number and email above.



WARNING: FAILURE TO FILL/COVER AN OPEN GROUND SLEEVE ON ALL REMOVABLE BOLLARDS MAY RESULT IS DAMAGE TO VEHICLES OR INJURY TO PEDESTRIANS. ALWAYS FILL/COVER THE GROUND SLEEVE PER TRAFFICGUARD®, INC. INSTRUCTIONS.



REPLACEMENT GROUND SLEEVE FILLER PIECES ARE AVAILABLE

for purchase at TrafficGuard®, Inc. For purchase of replacement ground sleeve filler pieces or other components, please contact TrafficGuard®, Inc. at the number or email above.



CAUTION: BOLLARD MUST ALWAYS BE SECURED WITH LOCK MECHANISM WHEN BOLLARD IS IN THE GROUND SLEEVE TO AVOID MISUSE.



FOR MAXIMUM EFFECTIVENESS

of TrafficGuard®, Inc. bollard products, be sure to properly maintain bollards by replacing any damaged, corroded or missing components, and reapply paint as required to maximize visibility. Failure to properly maintain product can negatively impact the bollards performance over time.



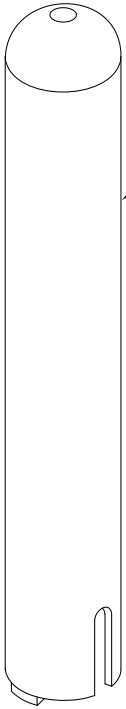
TO ENSURE VISIBILITY

of bollards, be sure to apply all decals that are provided with the product, and in the manner recommended by TrafficGuard®, Inc.

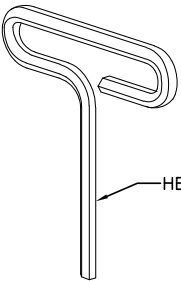
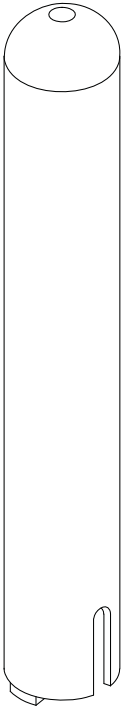
IF IN DOUBT CALL TRAFFICGUARD® INC. 877-727-7347

ROUND POST HELIX LOCK BOLLARD SERIES

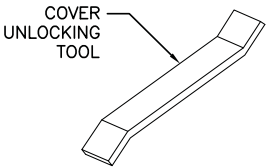
REV	BY	DATE	DESCRIPTION
-	-	-	-



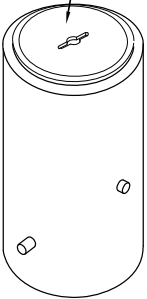
BOLLARD POST POWDER COATED



HEX T-HANDLE WRENCH

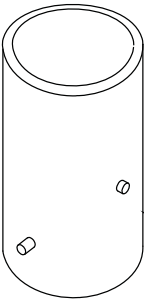
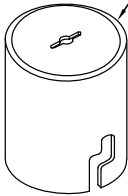


COVER
UNLOCKING
TOOL



ANCHOR SLEEVE
COVER (HDG)

ANCHOR SLEEVE COVER (HDG)



ANCHOR SLEEVE (HDG)

BOLLARD REMOVED POSITION



7			
6			
5			
4			
3			
2			
1			
ITEM	PART NUMBER	QTY.	DESCRIPTION

BILL OF MATERIAL

This Drawing shall not be used nor reproduced except when authorized in writing by TrafficGuard Direct.

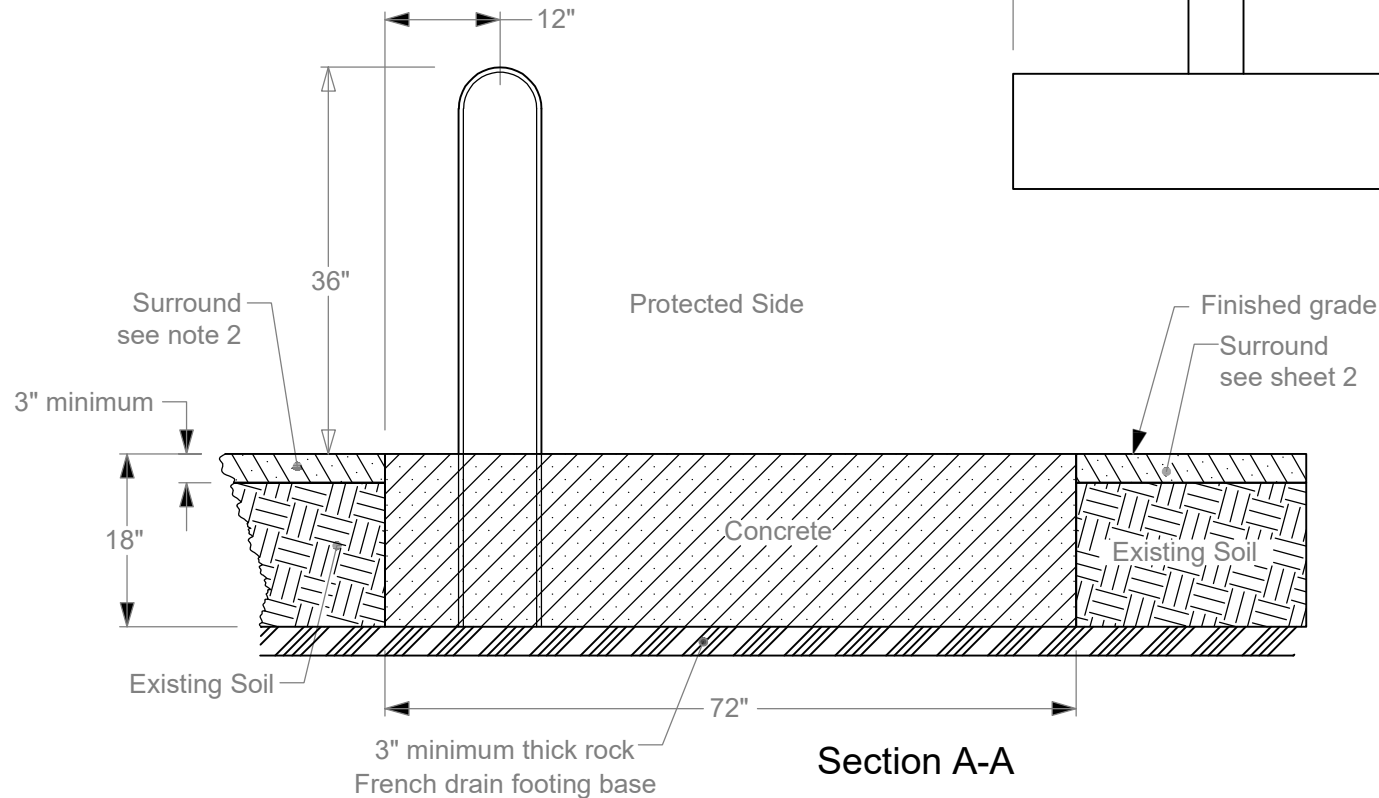
TrafficGuard®, Inc.
www.trafficguard.net
sales@trafficguard.net

877-727-7347 FAX: 800-814-7194

NAME: HELILOCK BOLLARD INSTALL	USED ON	0.X = ± 0.1 0.XX = ± 0.06 ANGULAR ± 1° FRACTION ± 1/16	ACTION DESIGN BY DRAWING CHECKED DATE: 2018.4.16	BY DBE SCALE: -- DATE: 2018.4.16	DRAWING NUMBER: -- SIZE: -- SHT: 1 of 1
---------------------------------------	---------	---	--	--	--

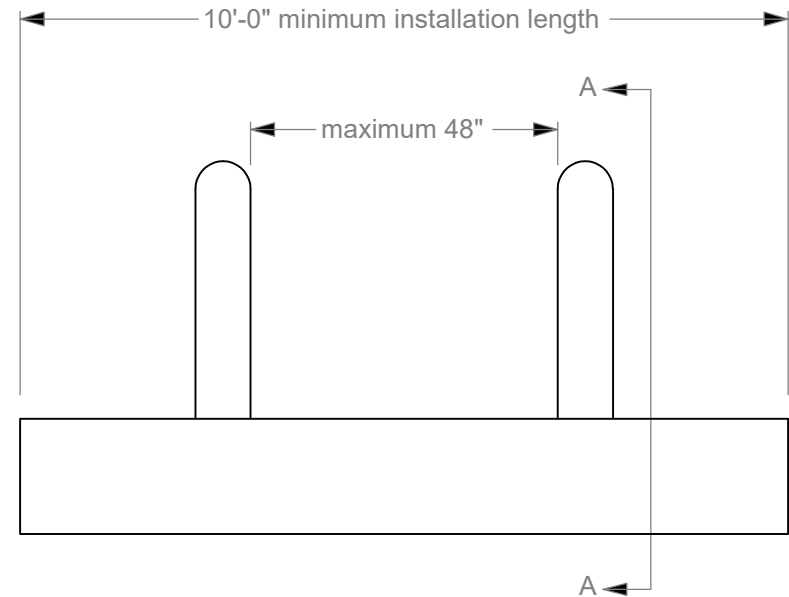
This drawing is the licensed property of TrafficGuard®, Inc., Geneva, IL and must not be duplicated or used in whole or in part for the making of drawings, prints or parts to the detriment of, or harm to, the owner. In accepting this drawing, the recipient agrees to keep the information contained confidential.

S-30 Bollards in Shallow Foundation



Section A-A

Scale 1 : 20



1. The concrete must be minimum 3000 psi compressive strength, with layers of #5 (Ø5/8") grade 60 rebar combined with strategically located V-bars and U-bars per construction foundation details provided once materials have been ordered. Total weight of rebar is approximately 90 lbs. per Bollard. (This is assuming the Bollards are at maximum allowable spacing. Adjust as needed for closer Bollard spacing.)
2. The foundation details provided have been full-scale crash tested and qualified as a rigid foundation as defined by ASTM F3016-14 when installed in continuous paving with a minimum thickness of 3 inches. When installed in any other configuration, it is the responsibility of the purchaser to verify that the supporting pavement or adjoining structure is capable of providing adequate strength to limit the horizontal deformation of the foundation at grade to one inch or less for the performance Condition Designation specified.

2018.4.16

TrafficGuard®, Inc.

www.trafficguard.net

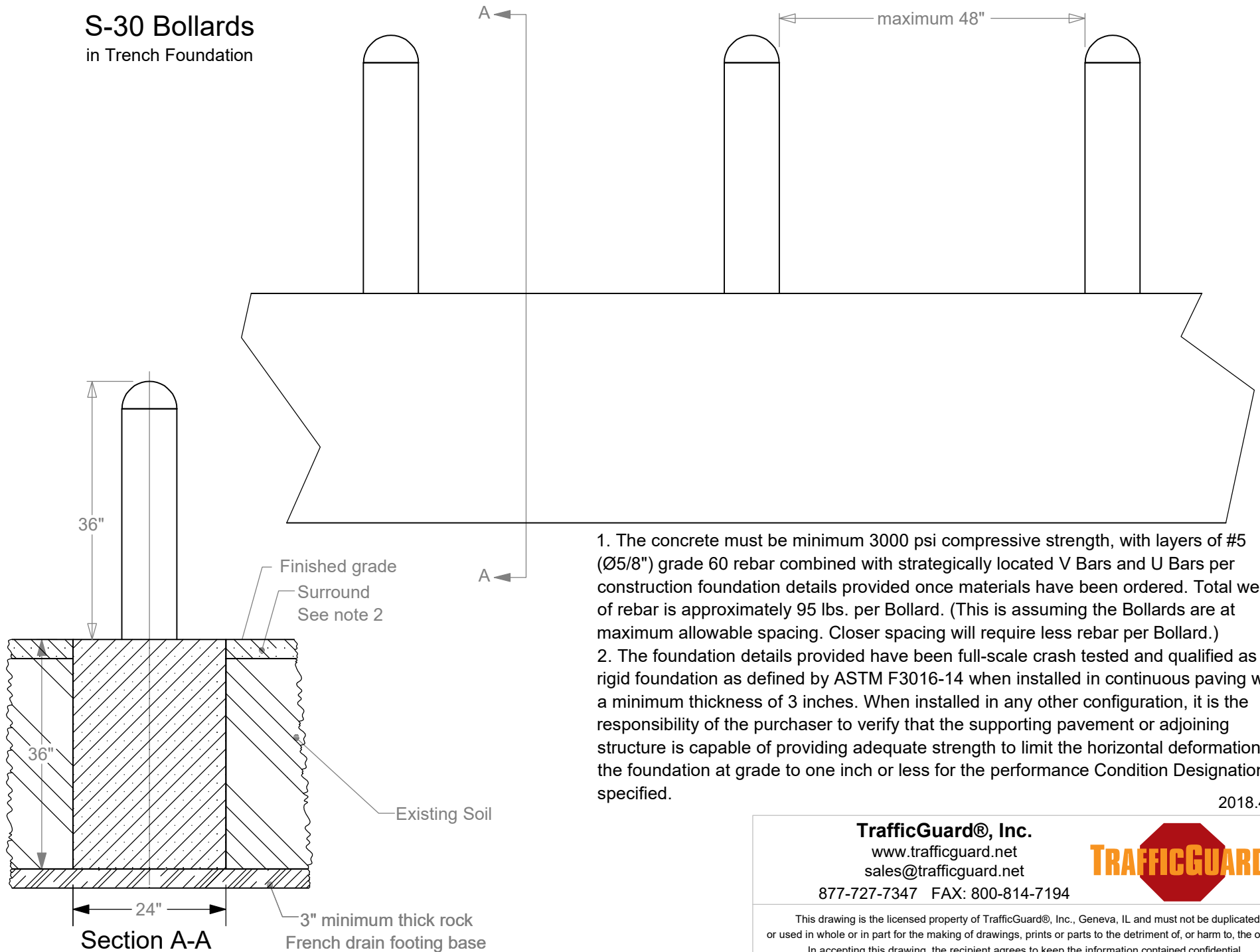
sales@trafficguard.net

877-727-7347 FAX: 800-814-7194



This drawing is the licensed property of TrafficGuard®, Inc., Geneva, IL and must not be duplicated or used in whole or in part for the making of drawings, prints or parts to the detriment of, or harm to, the owner. In accepting this drawing, the recipient agrees to keep the information contained confidential.

S-30 Bollards in Trench Foundation



1. The concrete must be minimum 3000 psi compressive strength, with layers of #5 (Ø5/8") grade 60 rebar combined with strategically located V Bars and U Bars per construction foundation details provided once materials have been ordered. Total weight of rebar is approximately 95 lbs. per Bollard. (This is assuming the Bollards are at maximum allowable spacing. Closer spacing will require less rebar per Bollard.)
2. The foundation details provided have been full-scale crash tested and qualified as a rigid foundation as defined by ASTM F3016-14 when installed in continuous paving with a minimum thickness of 3 inches. When installed in any other configuration, it is the responsibility of the purchaser to verify that the supporting pavement or adjoining structure is capable of providing adequate strength to limit the horizontal deformation of the foundation at grade to one inch or less for the performance Condition Designation specified.

2018.4.16

TrafficGuard®, Inc.

www.trafficguard.net

sales@trafficguard.net

877-727-7347 FAX: 800-814-7194



This drawing is the licensed property of TrafficGuard®, Inc., Geneva, IL and must not be duplicated or used in whole or in part for the making of drawings, prints or parts to the detriment of, or harm to, the owner. In accepting this drawing, the recipient agrees to keep the information contained confidential.



TrafficGuard®, Inc. Care & Maintenance

Ensure optimal appearance and long term performance

All TrafficGuard® ASTM F3016 crash rated products are manufactured with high quality materials for premium aesthetics and long term durability. With proper care and maintenance, our products will withstand years of service with minimal wear and corrosion in most North American environments.

General Care & Maintenance

Inspection: All TrafficGuard® products should receive routine inspection and cleaning every 6 months. To avoid progression of damage, identify and address problems as early as possible. Loose or missing parts should be tightened or replaced immediately. Some environments, including high-saline locations subject to saltwater spray or de-icing salts, or high-traffic areas with abundant particulates or other pollutants, will require more frequent attention. Pay close attention to the powder coated finish. Any signs of deterioration of the finish or rusting of the steel should be addressed immediately. **Never allow leaves, mulch or other moisture holding materials to be placed around the area where the pipe meets the foundation.**

Cleaning: Routine (at least every 6 months) cleaning with soap and water is usually sufficient to maintain TrafficGuard® products. Use a soft nylon brush to remove any accumulated dirt. Wash with mild soap or detergent, then rinse in clean water and wipe dry with a soft cloth. Neglected or damaged products may require additional care. Refer to Stainless Steel Care and Maintenance and Powder Coating Care and Maintenance.

Removable Bollards: Bollard posts, ground sleeve lids or filler pieces should be used periodically – six times per year at a minimum to insure functionality and to check all parts for damage or deterioration that may be hidden from observation.

Heavily damaged products: Heavy damage includes structural compromises such as visible dents, cracks, breaks and rust that can undermine the integrity of a product. Heavily damaged products should be removed from service until a repair or replacement can be made. To prevent worsening of damage, any significant rust should be removed as soon as possible. If any parts are broken or missing, contact TrafficGuard®'s Sales Department to determine the availability of replacements.

CITY OF DELAND
Request for Commission Action
April 7, 2025

SUBJECT: Consideration re Contract with Inspire Placemaking Collective, Inc. for Consulting Services Associated with the LDR Update.

DEPARTMENT: Community Development

PREPARED BY: Rick Werbiskis, Community Dev. Director

ATTACHMENTS: RFP 25-01 Agreement with Exhibits

APPROVED BY: Michael Pleus, City Manager, April 1, 2025

SUMMARY/HIGHLIGHT:

Staff initiated a selection process for professional Planning Consulting firms to render services required to facilitate and complete a comprehensive update to the City's Land Development Regulations (LDR). The Request for Proposals was advertised in the local newspaper and via the internet-based systems Demandstar and VendorLink. A selection committee composed of Commissioner Kevin Reid, Rick Werbiskis, Carol Kuhn, Debi Glick and Aerial McCann reviewed and ranked the submittals in a publicly noticed meeting held on March 13, 2025. The selection committee comprised of Commissioner Kevin Reid, of Rick Werbiskis, Carol Kuhn, Debi Glick and Aerial McCann interviewed the two top-ranked consultants in a publicly noticed meeting held on March 20, 2025. The committee unanimously recommended that Inspire Placemaking Collective, Inc. be selected as the Planning Consultant for the LDR update.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Approval of the contract will result in a one-time fiscal impact of \$299,975.00 for all work associated with the LDR update. \$300,000 was included in the FY24/25 budget for the the LDR update.

RECOMMENDATION:

It is staff's recommendation that the City Commission approve the contract with Inspire Placemalking Collective, Inc.

BACKGROUND/DISCUSSION:

The City's Land Development Regulations (LDRs) have been subject to multiple minor amendments over the past 12 years and are in need of a comprehensive update. The City issued a Request For Proposal (RFP) associated with the comprehensive update of the City's Land Development Regulations (LDRs) and received four responses. Proposals were reviewed, scored and ranked by the Selection Committee using the evaluation criteria as outlined within the RFP.

AGREEMENT FOR CONSULTING SERVICES FOR CITY OF DELAND

THIS AGREEMENT, made this 7th day of April, 2025, is by and between the City of DeLand, a Florida municipality ("City"), whose address is 120 South Florida Avenue, DeLand, Florida 32720, and Inspire Placemaking Collective, Inc., a consultant firm authorized to do business in the State of Florida ("Contractor"), whose address and phone number are 4767 New Broad Street, Orlando, FL 32814, Phone: (407)-202-8387, Email:Gkramer@inspireplacemaking.com (collectively, "Parties").

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

WITNESSETH:

I. DOCUMENTS

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

(1) Solicitation No. RFP-25-01, including any and all addenda, prepared by the City of DeLand ("Exhibit A").

(2) The Contractor's proposal dated February 23, 2025, ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement April 7, 2025, and any attachments.
- B. Second, RFP-25-01 – Exhibit A
- C. Third, Inspire Placemaking Collective, Inc.'s Proposal – Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all work identified in this Agreement. The Parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the Work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on April 7, 2025, and shall end when the City notifies the Contractor that all work required of the Contractor pursuant to this Agreement has been completed, but in no event later than September 30, 2027. The Parties are entitled to renew this agreement for two (2) additional terms of one (1) year each after September 30, 2027, if both Parties agree. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services specified in the Contract Documents at the total “not to exceed” cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy is due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

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

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

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or

defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

(1) Indemnification for Professional Liability Claims: For liability arising out of the Consultant's services, the Consultant shall indemnify but shall have no duty to defend the City and the City's officers and employees against liability for damages for which they may be liable to the extent such damages are actually caused by the negligent professional acts, errors or omissions of Consultant, or any of its employees or subconsultants' negligent professional acts or omissions, under this Agreement.

(2) Indemnification for all Other Claims: The Consultant shall hold harmless, defend and indemnify the City, and the City's officers and employees, against claims, damages, demands, actions and suits (including reasonable post-tender attorney's fees and costs) brought against any of them arising directly or indirectly out of any act or omission (other than professional negligence as set forth in subsection (1) above) by the Consultant, or the Consultant's employees, agents or subconsultants. Selection of counsel to defend the City being subject to the City's approval, which shall not be unreasonably withheld.

For all indemnification claims made under this Agreement, both for professional liability claims and all other claims, the following provisions apply: To the extent that the services which are the subject of this Agreement are in connection with a construction project for the City, this indemnification is limited to the negligent acts of the Consultant or of any officer, employee, agent, invitee, sub-consultant, sub-contractor or sublicensee of the Consultant. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due to Consultant from City under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, which shall not be unreasonably withheld, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

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

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

D. Termination for Convenience

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

E. Cancellation for Unappropriated Funds

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

F. Insurance

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

liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of “A-” VII or better. All insurance policies are subject to approval by the City’s Risk Manager.

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

The following insurance policies and coverages are required:

Commercial General Liability

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

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City’s officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City’s officers, employees, and volunteers.

Cyber Liability

Coverage must be afforded in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Business Automobile Liability

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

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers’ Compensation and Employer’s Liability

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

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements:

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

The Certificate Holder should read as follows:

City of DeLand
120 South Florida Avenue
DeLand, FL 32720

The Contractor has the sole responsibility for the payment of all insurance premiums and

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

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

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

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

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

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

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

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses

thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

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

I. Rights in Documents and Work

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

J. Audit Right and Retention of Records

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

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

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

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

K. Public Entity Crime Act

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

L. Independent Contractor

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

M. Non-Waiver

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

N. Assignment and Performance

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

Contractor represents that each person who will render services pursuant to this Agreement

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

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

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

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

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

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

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

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

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

R. Compliance With Laws

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

S. Severance

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

T. Limitation of Liability

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

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation

placed upon City's liability as set forth in Section 768.28, Florida Statutes, as may be amended or revised.

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

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

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

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

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

W. Prior Agreements

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

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or

for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

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

Z. Uncontrollable Circumstances ("Force Majeure")

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

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

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

Section 215.4725, Florida Statutes, as may be amended or revised, or is engaged in a boycott of Israel.

BB. Anti-Discrimination

That Contractor-- for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof-- hereby covenants and agrees that:

1. No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and
2. No employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Agreement.

CC. Antitrust Violations

Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Florida Statutes as amended.

DD. Environmental/Social Activism

Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to a contractor based on social, political or ideological interests as defined in the statute. Contractor is also prohibited from giving preference to any of its subcontractors based on the above referenced factors. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office

of the Attorney General of the State of Florida.

EE. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA 32720, PHONE: 386-626-7132, EMAIL: HENNESSY@DELAND.ORG

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

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

FF. E-Verify

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

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the

public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes, as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes, as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes, as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes, as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes, as may be amended or revised, with the requirements of Section 448.095, Florida Statutes, as may be amended or revised.

GG. Security Breach

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

and shall perform other functions and services as required by law. Contractor shall ensure that the City is in compliance with all laws, rules, and regulations governing any breach or potential breach of security of a system maintained by the Contractor.

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

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

INSPIRE PLACEMAKING COLLECTIVE, INC.

CITY OF DELAND

By: _____
Printed Name: _____
Title: _____

By: _____
Christopher M. Cloudman, Mayor

Date Executed: _____

Date Executed: _____

ATTEST:

By: _____
Julie A. Hennessy, City Clerk



**CITY OF DELAND
NOTICE TO BIDDERS
RFP-25-01**

NOTICE IS HEREBY GIVEN that the City of DeLand will receive sealed proposals at the City Hall 2nd floor receptionist, 120 South Florida Avenue, DeLand, Florida, until 2:00 p.m. on February 27, 2025 and will open the submitted bids in the Commission Chambers, first floor, immediately following the submittal closing time for the following:

"Land Development Regulations Update"

Proposals must comply and be submitted in accordance with the project technical specifications which may be obtained at the office of the City Hall, 120 S. Florida Avenue, DeLand, Florida, any time prior to the bid opening. Questions shall be directed to the office of the Purchasing Manager, Corey McMillen at 386-626-7078 or by email at mcmillenc@deland.org or Purchasing@deland.org.

A handwritten signature in blue ink, appearing to read "Michael Pleus".

Michael Pleus
City Manager

SUBMIT TO: CITY OF DELAND FINANCE DEPT., 2 ND FLOOR PURCHASING COORDINATOR 120 SOUTH FLORIDA AVENUE DELAND, FLORIDA 32720		REQUEST FOR PROPOSAL
CONTACT: Corey McMillen mcmillenc@deland.org purchasing@deland.org		
PHONE: 386-626-7078	RFP-25-01	<i>SUBMITTALS RECEIVED AFTER SPECIFIED DATE AND TIME WILL NOT BE CONSIDERED</i>
RFP TITLE: Land Development Regulations Update		SUBMITTAL DEADLINE: February 27, 2025 @ 2:00 P.M.
PRE-PROPOSAL CONFERENCE DATE, TIME AND LOCATION: N/A		PROPOSAL BOND REQUIRED: 5%
RESPONDENT NAME:		FEDERAL ID # OR SOCIAL SECURITY #:
MAILING ADDRESS:		TELEPHONE #:
CITY – STATE – ZIP:		FAX #:
X		EMAIL:
<i>AUTHORIZED SIGNATURE</i>		Title
Printed Name		Date
By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the City of DeLand all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or services(s) purchased or acquired by the City of DeLand. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the vendor.		
THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE		
GENERAL CONDITIONS AND INSTRUCTIONS ****PLEASE READ CAREFULLY****		

1. **SUBMISSION OF OFFERS:** All offers shall be submitted in a sealed envelope or package. The invitation numbers, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the receptionist located on the 2nd floor of City Hall prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received after the specified date and time will not be considered.

Responses shall be submitted on forms provided by the City. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may

be withdrawn after opening for a period of sixty (60) days unless otherwise specified.

2. **EXECUTION OF OFFER:** Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein. All spaces requesting information from the offeror shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the offeror to any entry must be initialed.

3. **OPENING:** Pursuant to Section 119.071(1)(b) Florida Statutes no further information regarding proposals submitted will be made public until such time of intended award or thirty (30) days, whichever is earlier.
4. **PUBLIC RECORD:** The City of DeLand, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes.
5. **TABULATION:** This section intentionally left blank but the paragraph and heading has been preserved to maintain numbering.
6. **CLARIFICATION/CORRECTION OF ENTRY:** The City of DeLand reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.
7. **INTERPRETATION/ADDENDA:** Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may affect the eventual outcome of the invitation/offer shall be furnished in writing to prospective offerors.

No interpretation shall be considered binding unless provided in writing by the City of DeLand in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with offeror's response. Failure to acknowledge addenda may result in the offer not being considered.
8. **INCURRED EXPENSES:** This invitation does not commit the City to make an award nor shall the City be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a reply, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.
9. **PRICING:** This section intentionally left blank but the paragraph and heading has been preserved to maintain numbering.
10. **ADDITIONAL TERMS & CONDITIONS:** The City of DeLand reserves the right to reject offers containing terms or conditions contradictory to those requested in the invitation specifications.
11. **TAXES:** The City of DeLand is exempt from Federal Excise Taxes and all sales taxes. Florida State Exemption Certificate No. 85-8013842706C-2.
12. **DISCOUNTS:** All discounts, except those for prompt payment, shall be considered in determining the lowest net cost for evaluation purposes.
13. **MEETS SPECIFICATIONS:** The offeror represents that all offers to this invitation shall meet or exceed the minimum requirements specified.
14. **SAMPLES:** When required, samples of products shall be furnished with response to the City at no charge. Samples may be tested and will not be returned to the offeror. The result of any and all testing shall be made available upon written request.
15. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.
16. **GOVERNING LAWS:** Any agreement to purchase resulting from this invitation shall be governed by the laws, regulations, and ordinances of the State of Florida and the City of DeLand, Florida. Venue shall be non-jury in the Circuit Court of Volusia County, Florida.
17. **ASSIGNMENT:** Any agreement to purchase issued pursuant to this invitation and award thereof and the monies which may become due hereunder are not assignable except with the prior written approval of the City.
18. **CONTENT OF INVITATION/RESPONSE:** The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the 'GENERAL CONDITIONS AND INSTRUCTIONS'.
19. **LIABILITY:** The supplier/provider shall hold and save the City of DeLand, its officers, agents, and employees harmless against claims by third parties resulting from breach of contract or negligence by the supplier/provider.
20. **PATENTS, COPYRIGHT, AND ROYALTIES:** The supplier/provider, without exception, shall indemnify and save harmless the City of DeLand, its officers, agents and employees, from liability of any nature or kind, including

cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the City of DeLand. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

21. **TRAINING:** Unless otherwise specified, suppliers/providers may be required at the convenience of and at no expense to the City to provide training to City personnel in the operation and maintenance of any item purchased as a result of this invitation.
22. **ACCEPTANCE:** Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.
23. **SAFETY WARRANTY:** Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use hereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.
24. **WARRANTY:** The offeror agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the offeror gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City of DeLand by any other provision of the invitation/offer.
25. **AWARD:** As the best interest of the City may require, the City reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof, on a geographical basis and/or on a Citywide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s), made as a result of this invitation, shall conform to applicable ordinances of the City of DeLand, Florida.
26. **VIOLATIONS:** Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the offeror/bidder being disqualified from doing business with the City for a period of time to be determined on a case-by-case basis.
27. **UNIT PRICING:** For purposes of this Invitation and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matters; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.
28. **INSURANCE:** Vendor/Contractor shall defend, indemnify and hold harmless the City of DeLand from and against any and all liability, losses, damages, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions (including attorneys' fees), of whatsoever kind or nature arising out of or in any way arising out of the agreement or any act or omission of Vendor/Contractor or its agents, servants, employees, independent contractors, customers, patrons or invitees, unless such claims are as a result of the City's sole negligence.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract, a comprehensive public liability insurance policy issued by a responsible insurance company, and in a form acceptable to the City, protecting and insuring against all of the following: claims, demands, damages, fees, fines, penalties, suits, proceedings, actions, and costs of actions, etc. coverage limits of not less than \$1,000,000 for bodily injury to or death to one or more person(s), and \$1,000,000 for damage to any property, or a combined single limit of \$2,000,000 for any occurrence of bodily injury to persons or damage to property, which insurance shall be issued on the occurrence basis. This policy shall name the City of DeLand as additionally insured.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract an automobile liability coverage policy with a minimum of a \$1,000,000 combined single limit per occurrence.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract, Worker's Compensation and Employer's Liability Insurance covering all the persons employed by the Vendor/Contractor in connection with this contract. Worker's Compensation shall be the Statutory Limits.

The Vendor/Contractor shall not commence work under this contract until he has obtained all insurance required and submitted proof thereof to the City's Risk Manager for approval. Certificates shall provide for thirty (30) day cancellation notice to the City. Referenced Certificate to be mailed to Risk Manager, City of DeLand, 120 South Florida Avenue, DeLand, Florida, 32720-5481.

The Vendor/Contractor shall either cover any sub-contractors on its policy or require the sub-contractors to conform to all requirement for insurance contained herein.

Vendor/Contractor agrees that the City of DeLand will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the City's Risk Manager.

If the contract negotiated as a result of this RFP has different insurance requirements, the insurance requirements in such contract shall control.

29. **DEFINITIONS:**

CITY – The term "City" herein refers to the City of DeLand, Florida, and its duly authorized representatives.

OFFEROR - The term "offeror" used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the City in response to this invitation.

BIDDER – The term "bidder" used herein refers to any dealer, manufacturer, representative, distributor, or business organization that will be or has been awarded a contract and/or purchase order pursuant to the terms and conditions of the invitation and accepted offer.

30. **PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
31. **PERMITS:** Contractor shall be responsible for payment of all applicable permit fees.
32. **PAYMENT:** Payment will be made in accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes).
33. **BONDING:** See Section 13 of Draft Contract (Exhibit A)
34. **AVAILABILITY OF FUNDS:** A contract shall be deemed executory only to the extent of appropriations available to each department for the purchase of such articles. The City's extended obligation on these contracts, which envision extended funding through successive fiscal periods, shall be contingent upon actual appropriations for the following fiscal year.
35. **OTHER AGENCIES:** All Respondents awarded Contracts from this solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Contract under the same prices, terms, and conditions. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality, or agency, nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further it is understood that each agency will issue its own purchase order to the awarded Respondent(s).
36. **E-VERIFY:** In accordance with Florida State Law, Executive Order 11-116, any vendor or company that the City enters into contract with, or issues a purchase order, must utilize the E-Verify system.

37. **INCONSISTENT TERMS IN RESULTING CONTRACT:** In the event that the terms of any contract ultimately negotiated as a result of this RFP vary from any provision of this RFP, the terms of such contract shall control over the terms set forth in this RFP.

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

THE CITY OF DELAND RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

**LAND DEVELOPMENT REGULATIONS UPDATE
RFP-25-01
SPECIAL CONDITIONS**

1. INTRODUCTION/PURPOSE:

The City of DeLand seeks to select a licensed/certified professional consultant to research and draft a new set of Land Development Regulations (LDR) meant to supersede the present LDR and other local land development regulations that apply to the City of DeLand, Florida.

Specifically, the 2025 LDR Update would overhaul, reformat, reorganize, and modernize the City's thirteen-article LDR (reorganize the table of contents, update and modernize the definitions, include a glossary of common architectural and planning terms, and provide a history of revision); remove conflicts; add, refine, and streamline processes; create an easy-to-use and easy-to-administer code; and address other major issues, content problems, or weaknesses.

Contract Length

Contract length for services described herein shall be for 16-months or until project is deemed completed by the City.

General Goals:

1. Incorporate any recent LDR updates into the new version of the LDR.
2. Create an LDR that achieves the goals, objectives, and policies of the City's newly-updated Comprehensive Plan and the newly updated 2050 Vision Plan.
3. Maintain Municode formatting requirements.
4. Correct unclear, contradictory language, including standards or requirements that are obsolete.
5. Consolidate sections into clear tables, wherever possible.
6. Create clear, concise, plain language regulations.
7. Modernize and expand definitions.
8. Update and streamline review procedures and permitting requirements.
9. Revise requirements to comply with Florida Statutes and Federal Regulations.
10. Combine similar sections of the LDR for ease-of-use and to streamline and clarify processes.
11. Provide clear, concise regulations with easy-to-understand processes, procedures, criteria, and standards.
12. Include intent statements for Articles and Sections.
13. Use the Oxford Comma (also known as a serial comma) in sentences for clarity and ease-of-use.
14. Ensure conformance with Chapter 50 of Volusia County Code of Ordinances.

Specific Goals:

1. Update development design standards, and gateway and corridor standards, especially in the Core Overlay District.
2. Update outdated permitted uses within the zone districts and consolidate zone districts (i.e. residential and commercial zone districts) whenever possible (while minimizing nonconformities).
3. Create a new light industrial zone district; the city currently has one industrial zone (M-1) district and believes a two-tiered option for industrial zoning is appropriate.
4. Update and clarify the Allowed Uses, conditional uses, special exceptions, and provide clear standards and criteria for any conditional uses or special exceptions.
5. Provide options for Alternative Compliance and Administrative Adjustments, complete with performance standards and criteria, to expand options for infill and redevelopment, especially in the Core Overlay District.
6. Create Infill and Redevelopment Standards and provide performance standards and criteria for infill projects and redevelopment throughout the city.
7. Evaluate and recommend options for reduced residential lot sizes and include graphic illustrations and criteria to support options for reduced residential lot sizes.
8. Explore options and opportunities for missing-middle housing and clarify the city's existing townhome regulations.
9. Preserve the City's established grid network and include standards to maintain and expand the existing the grid network.
10. Evaluate the benefits of a public facilities zone district and include options if warranted.
11. Update and modernize the sign regulations and the wireless regulations.
12. Update the Planned Development (PD) standards and create an administrative amendment process with performance standards and criteria and move the PD standards from the overlay and floating zones section to Zoning Districts article.
13. Update drainage, stormwater, floodplain standards, and low impact development standards, and explore options and opportunities to reduce maximum levels of impervious areas in subdivisions and developments.
14. Update the subdivision standards and include regulations for replats, lot consolidations, lot line adjustments, and other minor subdivision processes.
15. Include a decision- making authority table in the procedures Article, and include public notice requirements.
16. Create a hybrid code with form-based code standards in the Downtown Commercial Land Use Designation area.
17. Provide color graphics to illustrate key standards, such as parking lot landscaping standards; overall landscaping standards; buffer standards; bulk, mass, and scale for buildings; residential standards; street cross sections and roadway design standards; sign standards; community design standards; etc.
18. Reformat the development regulations into clear, concise groupings (such as the preferred format, below):
 - a. Article I – General Provisions

- b. Article II – Procedures
- c. Article III – Subdivision Standards
- d. Article IV – Zoning Districts and Standards
- e. Article V – Residential Development Standards
- f. Article VI – Non-Residential Development Standards
- g. Article VII – Access and Parking Standards
- h. Article VIII – Landscape Standards
- i. Article IX – Sign Standards
- j. Article X – Overlay and Floating Zones
- k. Article XI – Facilities and Services Concurrency, Impact Fees, Exactions, Guarantees and Sureties (possibly move this to subdivision standards)
- l. Article XII – Resource Protection Standards
- m. Article XIII – Definitions and Common Architectural Terms

Timeline (Tentative)

- 1. Kick-off meeting – April, 2025
- 2. Initial Workshop with Planning Board – May 14, 2025
- 3. Initial Workshop with City Commission – May 19, 2025
- 4. Topical Workshops - TBD
- 5. Adoption hearings:
 - a. Planning Board
 - i. June 10, 2026
 - b. City Commission
 - i. First Reading – July 6, 2026
 - ii. Second Reading – August 17, 2026

2. PROPOSAL SUBMITTAL:

Proposals must be submitted no later than 2:00 P.M. local time on February 27, 2025. Seven (7) copies, with the original marked “Original” must be provided, and must be accompanied by an equivalent electronic PDF file on a universal serial bus drive (USB). Sealed proposals must be clearly marked as follows:

“RFP-25-01, Land Development Regulations Update” and returned to:

Purchasing Manager
DeLand City Hall, 2nd Floor
120 S. Florida Ave.
DeLand, FL 32720

All proposals received on or before the due date and time will be opened after 2:00 P.M. local time on February 27, 2025, at which time, the names of the firms submitting proposals will be read. No details of the proposals or the contents shall be disclosed until notice of intent to award or thirty (30) days after opening of the proposals, whichever occurs first, in accordance with Chapter 119.071 (1)(b)2, Florida Statutes.

***Note:** Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your proposal only to the Purchasing Coordinator on the second (2nd) floor at the above address. **Firms submitting proposals are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Coordinator. Delivery via the USPS is at the Contractor's risk. To be considered, a proposal must be accepted by the Purchasing Coordinator no later than the RFP closing date and time.** If the proposal is delivered anywhere else, it may not reach the Purchasing Manager in time.

3. **PRE-PROPOSAL MEETING DATE AND TIME:**

N/A

4. **INFORMATION OR CLARIFICATION:**

For information concerning procedures for responding to this proposal, contact Corey McMillen, Purchasing Manager at (386)-626-7078, or by email at mcmillenc@deland.org or purchasing@deland.org. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through the Purchasing Coordinator. No interpretation of the meaning of a proposal, any correction of any apparent ambiguity, inconsistency or error therein, will be made by any firm submitting a proposal orally. Every request for an interpretation of this RFP must be in writing addressed to the Purchasing Manager at 120 S. Florida Ave., 2nd Floor, DeLand, FL 32720, or emailed to the attention of Corey McMillen at mcmillenc@deland.org or purchasing@deland.org. To be given consideration, such requests must be received in writing no later than five (5) business days prior to the date for opening of the proposals. All such interpretations and supplemental instructions will be in the form of written Addenda to the Proposal. Only the interpretation or correction so given by the Purchasing Manager in writing shall be binding.

Any addenda will be transmitted by written addendum through the Purchasing Manager and posted to the DemandStar website <http://www.demandstar.com> and on VendorLink at www.myvendorlink.com. The City will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a proposal to verify receipt of all documents to include written addenda.

Proposals will be reviewed, scored and ranked by a Selection Committee using the evaluation criteria as outlined herein, and the committee may conduct interviews from short-listed firms. The Selection Committee will make recommendations to the DeLand City Commission, which has the sole authority to rank the firms and ultimately to make the final determination to award, revise, or reject a contract with the selected firm.

The City will not be bound by oral explanations or instructions given at any time during the competitive process or afterward.

Rights to Submitting Material: All responses, inquiries or correspondence relating to or in

reference to this RFP, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the Contractors will become the property of the City of Deland.

Contract Negotiation: The City at its sole discretion, reserves the right to enter into contract negotiations with the highest ranked, responsive, responsible firm. If the City and said firm cannot negotiate a contract, the City may terminate said negotiations and begin negotiations with the next highest ranked, responsive, responsible firm. This process will continue until a Contract acceptable to the City has been executed or all Proposals are rejected. No firm submitting a proposal shall have any rights against the City arising from such negotiations or termination thereof.

Attachments

Attachment A – Draft Contract

**LAND DEVELOPMENT REGULATIONS UPDATE
RFP-25-01
SCOPE OF SERVICES AND SPECIFICATIONS**

This contract will result in an updated, modernized, reorganized, and reformatted Land Development Regulations (LDR), meant to supersede the present LDR that applies to the City of DeLand. The city desires an innovative and highly-illustrated and adaptive approach to achieve an attractive, competitive, and sustainable LDR that maintains the unique characteristics of the city, while allowing for new development and redevelopment. The contractor must also demonstrate prior experience in developing land regulations within the State of Florida.

Expectations (this is not an exhaustive list and is in no particular order of importance)

The New LDR's should:

1. Encourage creative and efficient development and redevelopment opportunities with clear standards and criteria.
2. Address transportation constraints, capitalize on existing infrastructure, and incorporate forward-looking parking and complete street standards, and expand on the current grid network.
3. Create standards to protect and beautify corridor and gateway areas in the form of zoning, overlays, and development standards.
4. Eliminate duplicated and/or conflicting LDR provisions and standards.
5. Be easy to read and understandable for a wider audience including citizens, staff, developers, businesses, and elected/appointed officials.
6. Incorporate lasting design principles and best planning practices to improve citizens' quality of life.
7. Respect the established appearance, quality, and density of development throughout the City while preserving the charm, character, values, and small-town feel of the City of DeLand.
8. Ensure compliance with all applicable state and federal regulations, especially related to environmental protection, affordable housing, drainage/stormwater, Florida Live Local Act, processes and procedures, public notices, and expedited timelines.

The Consulting Team should:

1. Facilitate discussions with representatives from the City's business community, residents, elected/appointed officials, advisory committees, focus groups, and the City staff in the formulation of regulations.
2. Provide all meeting materials, drafts, and final drafts in electronic format to the City of DeLand in Word and PDF versions for reproduction at meetings and printing of the final LDR.
3. City of DeLand shall retain ownership of all data, work product, and deliverables generated.
4. Divide the 16-month project into distinct phases and conduct focused, topical workshops with applicable boards, commissions, committees, and citizens.

5. Prepare public outreach materials for open houses, advisory committee meetings, citizen meetings, and social media posts
6. Attend workshops, public open houses, advisory committee meetings, Planning Board, and City Commission meetings to cooperatively develop regulations with elected/appointed officials, staff, the development community, and the citizens of the City of DeLand. The following meetings will be coordinated by the consultant and City staff:
 - a. One (1) advertised workshop with the Planning Board and one (1) advertised workshop with the City Commission to define project expectations and workplan for the LDR update.
 - b. One (1) advertised topical workshops (i.e. residential development standards, commercial development standards, form-based code concepts within the Downtown Core) with Planning Board and one (1) advertised workshops with City Commission.
 - c. Once in draft form, a minimum of one (1) advertised workshops with the City of DeLand Planning Board and one (1) advertised workshops with the City Commission.

Sample Timeline to meet the 16-month timeframe (Workshop materials provided 3 weeks prior to each of the workshops)

1. Project Schedule and outline of new code format – April 2025
2. Breakdown of topical focus areas and schedule for workshops
 - a. Residential development standards – July 2025
 - b. Commercial development standards – August 2025
 - c. Form-based code in Downtown Core – October 2025
3. Consolidated zoning district recommendations and updated zoning district table
4. New residential standards – Article V - TBD
5. New commercial standards – Article VI - TBD
6. New downtown standards – Article X - TBD
7. Proposed parking revisions, small lot sizes, and PD revisions - TBD
8. Updated sign code regulations - TBD
9. Updated wireless regulations - TBD
10. Updated subdivision standards - TBD
11. Initial draft of full LDR – March 13, 2026
12. Final Draft of full LDR – May 1, 2026

Deliverables

1. Social media/public outreach materials
2. Workshop and advisory committee materials
3. 12 hard copies of the final LDR's, once adopted

4. Final LDR's in both PDF and Word format

PROPOSAL FORMAT

Interested Contractors who would like to be considered for this project should submit a Proposal accompanied by pertinent information relating to the company's experience, qualifications, personnel, availability, and capability to provide and perform all of the professional services necessary to complete this project in an effective and timely manner. The Contractor's Proposal shall include:

Tab 1. Letter of Introduction and Executive Summary

The letter shall contain a summary of Contractor's ability to perform the services described in the RFP, and confirm that the Proposer is willing to perform these services and enter into a Contract with the City. This letter must provide the names, title, phone, fax and email address for the person authorized to provide technical clarification regarding the proposal. This letter must be signed by an officer authorized to contractually obligate the submitting Contractor.

Tab 2. Table of Contents

The table of contents should outline in sequential order the major areas of the proposal.

Tab 3:Qualifications and Experience

Contractor should clearly and succinctly demonstrate its qualifications and experience to provide the services requested in this RFP. This section of the proposal should be no more than twenty (20) numbered pages and, at a minimum, should include the following information.

- Firm background and experience: Contractor should provide a brief description of the firm's background and history, including the number of years in business, size, range of activities, strength, stability, awards, and other recognition. Contractor should describe its past and ongoing experience providing services of a similar nature to those requested herein. The contractor shall demonstrate experience with municipal Land Development Code updates and rewrites in the State of Florida within the past five (5) years. The contact person listed for each reference shall be someone who has a personal knowledge of the Contractor's performance for the types of services required in this RFP. Current e-mail address/contact information must be provided.
- Organizational Chart
- Customer Service
- Staff experience
- Satisfactory past performance & any awards or recognitions

Tab 4:Project Approach

Contractor should clearly and succinctly describe how it will perform the services requested in this RFP. The City is looking for proposals that maintain a high level of customer service. This section of the proposal should be no more than twenty (20) numbered pages, excluding any financial statements, and, at a minimum, should include the following information:

- Sample Project Timeline
- Sample of Florida LDRs (within the past five (5) years, will not go towards page count)

Tab 5: Price Form

Proposer shall submit a lumpsum price for the services described herein (price shall include all labor, materials, delivery/shipping, and equipment to perform all requirements and meet all specifications). The final selection of which residential service option to implement will be a policy decision made by the City, and at its sole discretion, and may not be based solely on price.

Tab 6. Required Proposal Forms (not included in page count):

- Signed Request for Proposals
- Acknowledgment of Terms, Conditions, and Addenda
- Sample LDR (Florida)
- Reference Form (must be within the past **five (5)** years)
- Licenses & Certifications
- W-9 Form
- Human Trafficking Affidavit
- Contractor Affidavit Regarding Scrutinized Company List
- Public-Entity Crimes Form
- Conflict of Interest Affidavit
- Non-Collusion Affidavit
- Drug-Free Workplace Form
- Proposal Bond

**LAND DEVELOPMENT REGULATIONS UPDATE
RFP-25-01
ACKNOWLEDGMENT OF TERMS, CONDITIONS, AND ADDENDA**

PROMPT PAYMENT DISCOUNT

The City of DeLand shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered please state discount and terms:

ADDENDUM ACKNOWLEDGMENT:

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for Proposal # RFP-25-01/ Land Development Regulations Update.

VENDOR NAME _____

ADDRESS _____

AUTHORIZED

SIGNATURE _____

PRINTED

SIGNATURE _____ DATE _____

TELEPHONE# _____ FAX # _____

EMAIL: _____

LAND DEVELOPMENT REGULATIONS UPDATE
RFP-25-01
EVALUATION AND SELECTION PROCESS

Evaluation of proposals will be conducted by a Selection Committee comprised of qualified City staff. The committee will evaluate, score and rank all responsive proposals based upon the information and references contained in the proposals submitted. Once each member of the Selection Committee has rated each proposal and completed a rating sheet, a composite is developed which indicates the Committee's collective ranking of proposals in a descending order. Based on the response to this RFP, the Selection Committee will select and/or recommend to the City Commission a firm(s) qualified to provide to the City the services required under this RFP.

The following criteria will be used for evaluating Proposals for City of DeLand and will be based on certain objective and subjective considerations as listed below:

Price	up to 40 points
Project Approach	up to 30 points
Qualifications and experience	up to 30 points
Maximum points	100 points

Award of this contract will be based on the evaluation criteria stated above.

CITY OF DeLAND COMMISSION
INDEMNIFICATION AND INSURANCE REQUIREMENTS
LAND DEVELOPMENT REGULATIONS UPDATE
RFP-25-01

INDEMNIFICATION

The City shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the City is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the City and pay the cost of the City's legal defenses, including fees of attorneys as may be selected by the City, for all claims described in the hold harmless clause herein. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Contractor under this Contract for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The Contractor providing services under this Contract will be required to procure and maintain, at their own expense and without cost to the City, until final acceptance by the City of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by City of Deland Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The Contractor shall have five (5) days to provide certificates of insurance to the City demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the General Liability Insurance and Auto Liability Insurance policies have been endorsed to cover the City of Deland City Commissioners as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

CITY OF _____

BEFORE ME, the undersigned authority, personally appeared

_____, who, being by me first duly sworn, made the following statement:

1. The Business address of _____ (name of bidder or Contractor) is _____.
2. My relationship to _____ (name of bidder or Contractor) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a

company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. _____ (name of the bidder or Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. _____ (name of the bidder or Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. _____ (name of the bidder or Contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and City first mentioned above on the _____ day of _____, 20____.

Notary Public

My commission expires:

(AFFIX SEAL or STAMP)

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

State of _____)
City of _____)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2025, by

_____, who is personally known to me to be the

_____ for the Firm, OR who produced the following

identification: _____

Notary Public

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT

State of _____)

City of _____)

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Contractor that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Contractor, firm, or person to fix the price or prices in the attached Proposal or of any other Contractor, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Contractor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: _____
Signature of Individual

Printed Name of Individual

Title of Individual

Signed, sealed and delivered in the presence of:

Witness

Witness

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or Type as Commissioned)

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

(CONTRACTOR)

(PRINCIPAL CONTRACTOR ADDRESS)

(PRINCIPAL CONTRACTOR ADDRESS 2)

(TELEPHONE NUMBER)

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

(SURETY)

(SURETY ADDRESS)

(SURETY ADDRESS 2)

(TELEPHONE NUMBER)

(AM BEST, NAIC, OR FEIN NUMBER)

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida;

are held and firmly bound unto the City of DeLand , (hereinafter called "Obligee"), in the penal sum of

_____ Dollars and no cents (\$_____),

good and lawful money of the United States of America, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The Condition of this Obligation is such, that, should Obligee accept the bid of the Principal for the Land Development Regulations Update, RFP No. RFP-25-01, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Bidding or Contract Documents with good, qualified and sufficient surety for the faithful performance of such construction for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void; otherwise this bid is to remain in full force and effect for the payment to Obligee of the stated penal sum hereof.

IN WITNESS WHEREOF, we have hereunto set our signatures and seal this _____ day of _____, 20____, all pursuant to due authorization.

Principal (Seal)

By_____
Surety

By_____
As Attorney-in-Fact (Attach Power of Attorney)

STATE OF _____)
COUNTY OF _____) S.S.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

NAME OF NOTARY PUBLIC (*PRINTED*)

SIGNATURE OF NOTARY PUBLIC STATE

COMMISSION NUMBER

MY COMMISSION EXPIRES: _____

(AFFIX SEAL or STAMP)

PUBLIC ENTITY CRIME FORM

Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged: _____

Date: _____

CITY OF DeLAND
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

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

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

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

Business Name

Bid Number and Name

Authorized Representative's Signature

Date

Name

Position

REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do not list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #2. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #3. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #4. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #5. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

CONTRACTOR NAME _____

ADDRESS _____

PRINTED SIGNATURE _____

AUTHORIZED SIGNATURE _____

TELEPHONE # _____ FAX# _____ DATE _____

EMAIL: _____

HUMAN TRAFFICKING AFFIDAVIT

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein and execute this affidavit in order to comply with the requirements of Section 787.06(13), Florida Statutes.

2. I currently serve in the capacity listed below on behalf of the company listed below.

3. The company listed below does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made in accordance with Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

Date executed _____.

COMPANY

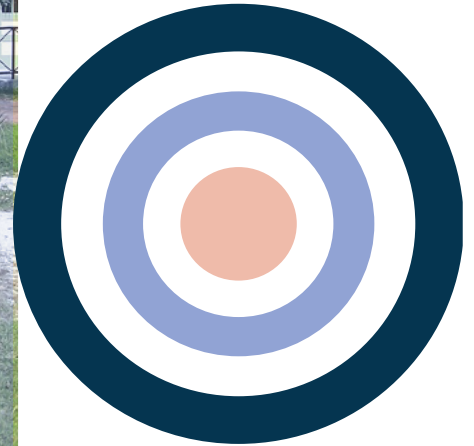
NAME OF BUSINESS ENTITY

SIGNATURE

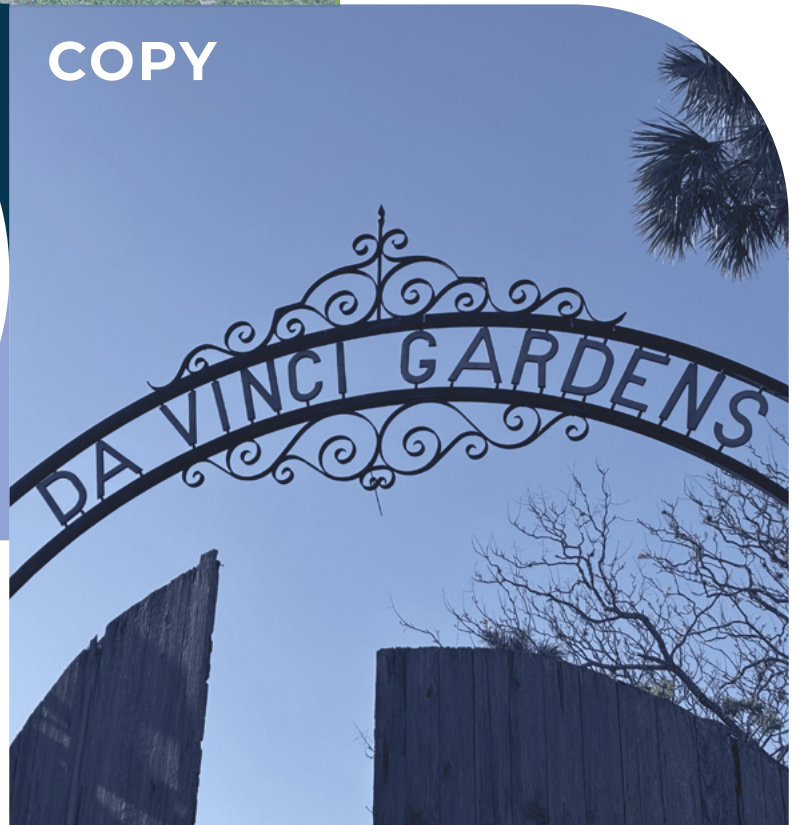
NAME AND TITLE

DELAND

Florida



COPY



RFP-25-01 LAND DEVELOPMENT REGULATIONS UPDATE

February 27, 2025, 2:00pm
Inspire placemaking collective, Inc.
4767 New Broad Street, Orlando, FL 32814

LETTER OF INTRODUCTION & EXECUTIVE SUMMARY



DELAND
LAND DEVELOPMENT
REGULATIONS UPDATE

Florida

February 27, 2025
City of DeLand
Attn: Corey McMillen, Purchasing Manager
120 South Florida Avenue, 2nd Floor
DeLand, FL 32720



Re: RFP-25-01 | Land Development Regulations Update

Dear Members of the Selection Committee,

Before the City of DeLand adopted its new comprehensive plan last year, it first laid a foundation in a community vision plan. Maintaining a vision plan is an intentional act that shows a commitment to advancing toward the goals of the future, and to a DeLand that is a thriving, vibrant community with an award-winning downtown that values its historical, cultural, and natural resources. The guidance recognizes that the City must tailor different strategies and standards to the different contexts across the community, from the downtown and urban core to mixed use centers, nodes, and established neighborhoods. The plans call for specific changes in the land development regulations. Two goals will guide us in this project. One is to honor the community well encapsulated in the City's plans. The other is to deliver a clean, modern, well-organized set of land development regulations so that they do not pose a barrier to achieving the City's preferred outcomes.

Inspire Placemaking Collective, Inc. (Inspire) was founded in 2022 as a formal spin-off of S&ME, Inc.'s planning and landscape architecture divisions which operated for more than 20 years. With a team of over 40 planners, designers, and other professionals that possess more than 400 years of collective experience, Inspire offers a traditional city planning practice, with a depth and breadth that is unique within today's marketplace.

Our practice focuses on comprehensive planning, land development code updates, form-based codes, design guidelines, community redevelopment, economic development, historic preservation, and small area studies. We have assisted numerous cities and counties with the preparation of streamlined, user-friendly land use plans, comprehensive plans, land development regulations, form-based codes, design standards, and technical manuals. Our current and previous clients range from rural counties to fast-growing urban communities.

Placemaking, a design perspective that recognizes the relationship between transportation, private development, and civic spaces is the foundation of all our work. We think beyond project site boundaries and plan for the people and experiences of the larger place and community. ***Inspire is committed to creating great places, safe streets, and thriving communities.***

Thank you for this opportunity to present our qualifications for your consideration. We hope to have the opportunity to expand upon our ideas and experience through the interview process.

Sincerely,
Inspire Placemaking Collective, Inc.

A handwritten signature in black ink that reads "David Henning".

David Henning, Esq., AICP
Project Manager
Dhenning@inspireplacemaking.com

A handwritten signature in purple ink that reads "George Kramer".

George Kramer, AICP
President/Authorized Representative
Gkramer@inspireplacemaking.com

EXECUTIVE SUMMARY

At **Inspire Placemaking Collective**, our interdisciplinary practice spans comprehensive planning, land development code updates, form-based codes, design guidelines, community redevelopment, economic development, historic preservation, and small area studies. We have assisted numerous cities and counties with the preparation of streamlined, user-friendly land development regulations. Our land development regulation specialists will lead this project, including **Principal in Charge Pat Tyjeski, AICP** with 37 years of experience assisting Florida cities with these efforts and **Project Manager David Henning, Esq, AICP**, a Florida licensed attorney who has specialized in implementing comprehensive plans through land development regulations across the southeast. A wealth of expertise and talent across the firm will also support them.

We recognize where DeLand stands today, having identified clear direction in a community vision plan and comprehensive plan and now looking forward to implementation through its regulations. The request for proposals shows the detailed considerations already at work in the City, including lists of over thirty general best practices and specific topics that the regulations should address. We will honor both the visioning and technical guidance in our work. We pride ourselves on delivering user-friendly regulations the City can use effectively.

Inspire proposes to deliver the revised land development regulations within 16 months through five sequential phases that form a clear structure for the effort. Throughout this project we are continually building from information received and developing the tools necessary to take the next step. We are confident in our delivery because we have been here before. Communities may go a decade or more without a holistic update of their Land Development Regulations. Inspire has successfully led implementation through regulation in Green Cove Springs, Kissimmee, Lake Wales and Palm Bay, and is in the process of guiding Sumter County and Pensacola. No community or project is identical to DeLand, but our experience spans communities confronting a range of development pressures and documents in all states of disrepair or repair.

**16 MONTHS
THROUGH 5
PHASES**

Phase 1: Project Launch
kick-starting the process

PHASE 1

Phase 2: Confirming Direction connecting with stakeholders and the public to identify issues, with a memorandum of findings before beginning drafting

PHASE 2

Phase 3: Drafting completing a full draft of the proposed changes including form-based provisions for downtown and greater collaboration with City officials, staff, and volunteers.

PHASE 3

Phase 4: Refining, testing the LDR using actual parcels and seeking input based on the full draft.

PHASE 4

Phase 5: Adoption providing a no-surprises path through formal adoption meetings.

PHASE 5

TABLE OF CONTENTS



DELAND
Florida
LAND DEVELOPMENT
REGULATIONS UPDATE

TABLE OF CONTENTS

LETTER OF INTRODUCTION & EXECUTIVE SUMMARY

1

Letter of Introduction - 1
Executive Summary - 2

TABLE OF CONTENTS

2

Table of Contents - 3

QUALIFICATIONS & EXPERIENCE

3

Firm Background & Experience/
Customer service - 4
Project/References - 6
Organizational Chart - 14
Resumes/Staff Experience - 15
Awards/Recognitions - 23

PROJECT APPROACH

4

Approach - 24
Timeline - 36

PRICE FORM

5

Price - 37

REQUIRED FORMS

6

Required Forms - 38



QUALIFICATIONS & EXPERIENCE



DELAND
Florida
LAND DEVELOPMENT
REGULATIONS UPDATE

FIRM BACKGROUND & EXPERIENCE

Committed to creating great places, safe streets, and thriving communities.

WE ARE INTERDISCIPLINARY. We are committed to extensive collaboration across disciplines in order to develop bold ideas and cutting-edge designs without undermining function.

WE SEEK PARTNERSHIPS. We seek clients that share our vision and values to build long-term relationships. Strong partnerships can support and create transformative initiatives.

WE ARE COMMITTED TO EXCELLENCE. What we do is impactful and important. We provide compelling ideas, creative designs and complete, clear documents.

WE ARE SPECIALISTS. Inspire includes over 40 full time planners and associated professionals with more than 400 years of collective experience. Our team focuses on traditional planning, including Comprehensive Planning, Land Development Codes, Community Redevelopment, Economic Development, Historic Preservation, and Small Area Studies.

WE ARE PLACEMAKERS. Our team leads efforts starting from planning to design and through construction. The ultimate metric of our success is quality-built projects designed for people and experiences.

Our approach to planning focuses on intense public participation and visioning coupled with analysis of the latest economic and demographic data. Our plans are user-friendly, with concise writing and clear graphics illustrating concepts that provide clarity and predictability for the local government, the development community, and the general public.

64

**Comprehensive
Planning Projects**

62

**Land Development
Code Projects**

55

**Community
Redevelopment
Projects**

8

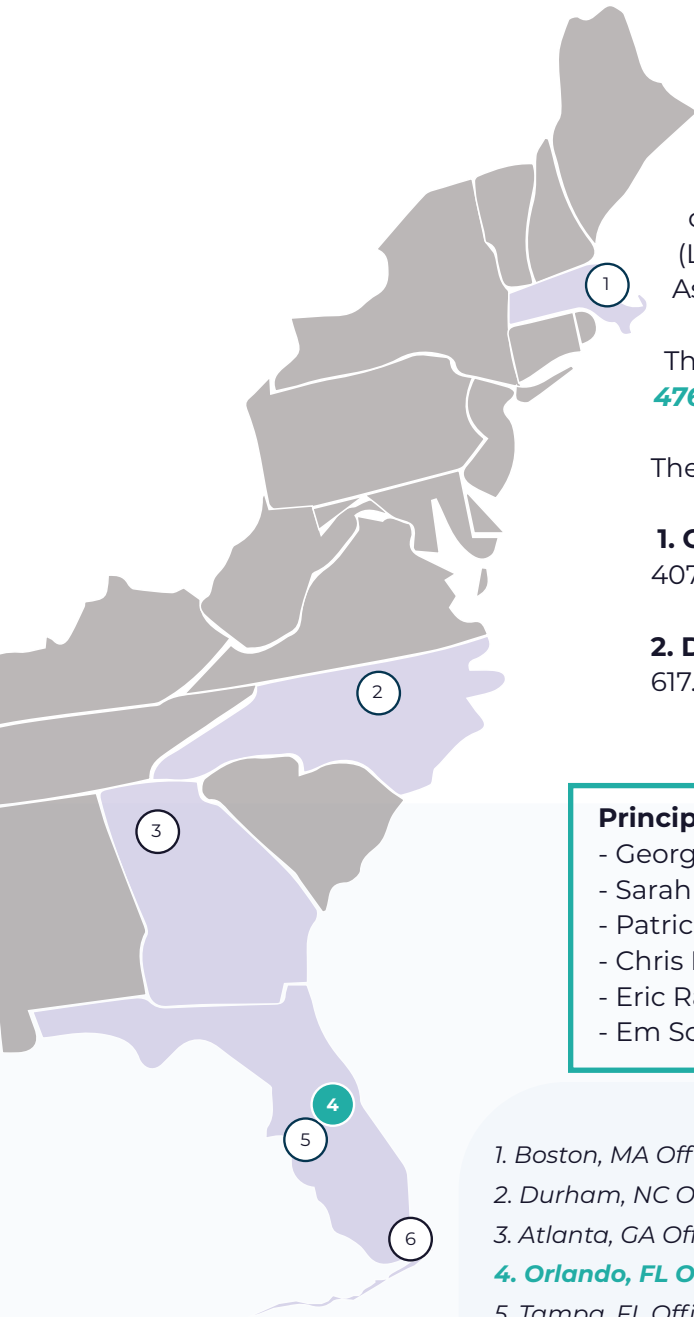
**Active Development
Review Clients**

Comprehensive Plan and Land Development Code projects including assessments, amendments, and full re-writes.



CUSTOMER SERVICE

We pride ourselves on running seamless projects with ample communication. As a part of our standard project procedures, our Project Manager will serve as the primary point of contact and assist in coordinating the other many resources from other members of the firm as needed. Our biweekly meetings are a recurring opportunity for us to coordinate and respond to issues as they arise throughout the project. Our senior review process ensures that a subject matter expert with fresh eyes reviews our major deliverables to confirm they meet our high quality standards. We pride ourselves on user-friendly materials that simplify complex concepts.



Inspire Placemaking Collective is incorporated in Florida. The firm has been providing planning services, including land development regulations, for over 24 years under different names (Land Design Innovations, S&ME, Inc., and Littlejohn Engineering Associates), and over two years under the current business name.

The office that will be leading the work is located at:
4767 New Broad Street, Orlando, FL 32814.

The primary contacts for this project are:

1. George Kramer, Authorized Negotiator

407.202.8387 | Gkramer@inspireplacemaking.com

2. David Henning, Project Manager

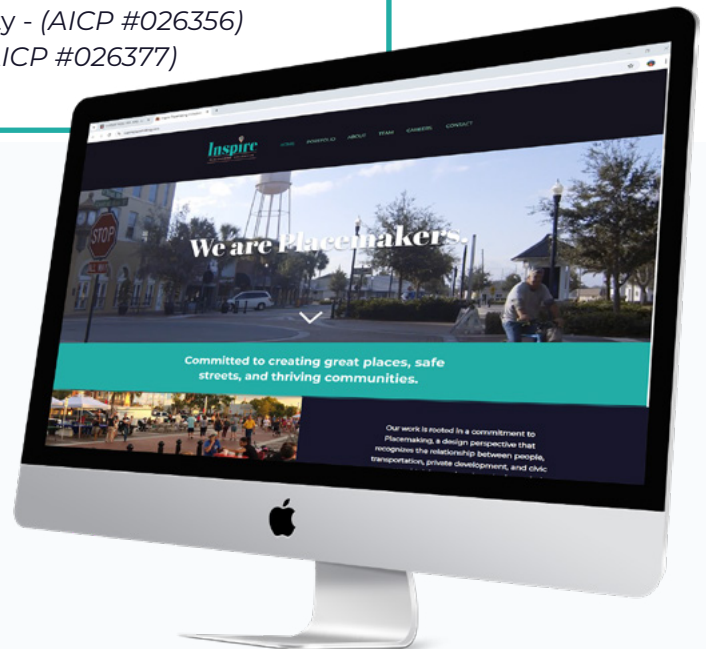
617.609.8387 | Dhenning@inspireplacemaking.com

Principals of Firm:

- George Kramer - (AICP #020533)
- Sarah Sinatra Gould - (AICP #021533, CZO)
- Patricia Tyjeski - (AICP #069120)
- Chris Dougherty - (AICP #026356)
- Eric Raasch - (AICP #026377)
- Em Schaefer

1. Boston, MA Office
2. Durham, NC Office
3. Atlanta, GA Office
- 4. Orlando, FL Office (HQ)**
5. Tampa, FL Office
6. Miami, FL Office

40
 TOTAL
 EMPLOYEES



CHECK US OUT!

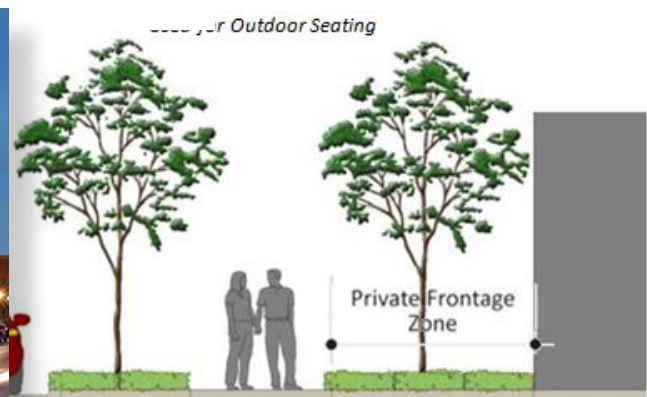
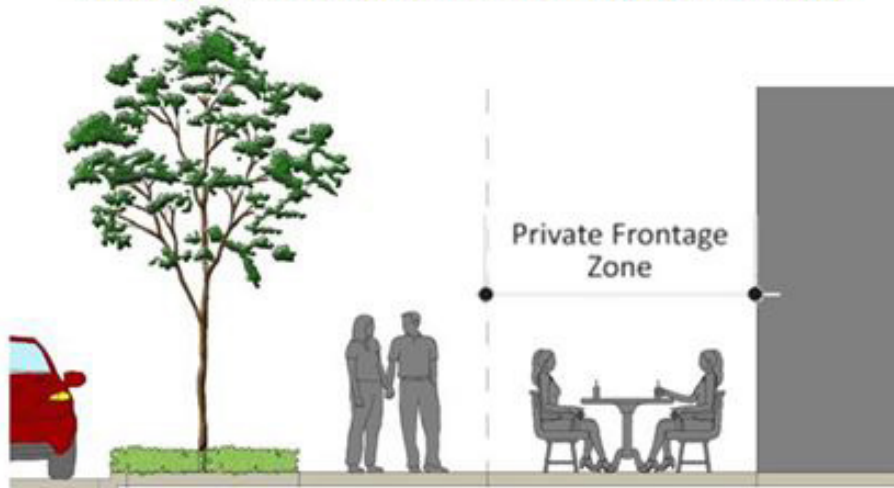
<https://www.inspireplacemaking.com/>

PROJECT/REFERENCES

Land Development Code Update & Form-Based Code

📍 KISSIMMEE, FL

Figure V - 13: Examples of Private Frontage Zone Activity



Used to Buffer Residential Uses



DATES

2017 - 2020



OWNER

City of Kissimmee, FL
Craig Holland, AICP,
Development Services Director
101 Church Street,
Kissimmee, FL 34741
T: 407.518.2148
E: Craig.holland@kissimmee.gov



KEY SERVICES

- Planning
- Land Development Code
- Form-Based Code

Inspire completed a comprehensive update of the City's Land Development Code, which incorporated form-based code regulations for the downtown area and Vine Street corridor. Other areas of the City retained the traditional code structure and benefited from improved organization, streamlined regulations, and fewer special zoning and overlay districts. The form-based code and other LDC revisions established a framework for the City to facilitate infill and redevelopment, implemented past studies and plans for the downtown and surrounding areas, enabled better and safer development patterns (thereby improving the quality of the built environment), and gave citizens, developers, builders, and property owners predictable standards.



OVERVIEW

- Provided full update of the entire LDC
- Assessed physical characteristics and policy and regulations applicable to the downtown and Vine Street corridor
- Developed Form-Based Code for downtown and Vine Street Corridor

Land Development Code Update

📍 SUMTER COUNTY, FL



DATES

2023 - 2024



OWNER

Sumter County, FL
Bradley Arnold, County Administrator
7375 Powell Road, Wildwood, FL 34785
T: 352.689.4400
E: Bradley.arnold@sumtercountyfl.gov



KEY SERVICES

- Development Regulations
- Community Engagement

Inspire updated the County's Land Development Code to achieve consistency with the comprehensive plan, to reorganize chapters and sections, to update references to state statutes and other external documents, and to ensure that we implemented the County's vision in the Code.



OVERVIEW

- Reorganized and updated the LDC
- Facilitated listening sessions and public workshops
- Set up project website to inform and gather online input from the public

Land Development Code Assessment

 PENSACOLA, FL



DATES

2023-2024



OWNER

City of Pensacola, FL
Cynthia Cannon, AICP, Planning &
Zoning Division Manager
222 West Main Street
Pensacola, FL 32502
T: 850.435.1670
E: Ccannon@cityofpensacola.com



KEY SERVICES

- Land Development Regulations



Inspire performed a thorough assessment of the adopted Land Development Code (LDC) and recommended amendments for the potential rewrite of the code. Tasks included developing a matrix to list the proposed changes, preparing a new outline to reorganize the code, holding work sessions with staff and stakeholders to go through potential recommended changes, and developing an approach for the future update of the LDC.



OVERVIEW

- Completed a thorough assessment of the LDC
- Organized recommendations in a matrix format
- Facilitated multiple work sessions to facilitate the review of the recommended changes

Downtown Form-Based Code

📍 GREEN COVE SPRINGS, FL



DATES

2023 - 2024



OWNER

City of Green Cove Springs
Michael P. Daniels, Planning &
Zoning Director
321 Walnut Street
Green Cove Springs, FL 32043
T: 904.297.7500
E: Mdaniels@
greencovesprings.com



KEY SERVICES

- Planning
- Form-Based Code



Inspire developed a form-based code for the core of the City to ensure the protection of the historic character along Walnut Street and to guide future development along two major highways (US 17 and SR 16). The standards accounted for the built-out character of the downtown and provided regulations for redevelopment and infill.



OVERVIEW

- Completed a detailed assessment of existing conditions
- Gathered public input through stakeholder interviews and hands-on activities at workshops.
- Created a 3D fly-through video of the area showing existing conditions and potential future development

Lake Wales Envisioned-Long Range Plan

📍 LAKE WALES, FL



 **DATES**
2023

 **OWNER**
City of Lake Wales, FL
James Slaton, City Manager
201 West Central Avenue,
Lake Wales, FL 33853
T: 863.678.4182
E: Jslaton@lakewalesfl.gov

 **KEY SERVICES**

- Comprehensive Planning
- Land Development Regulations
- Long Range Planning
- Social Media/Community Engagement
- Visioning
- Graphic Design
- Existing Conditions Analysis

Lake Wales Envisioned is a long-range planning effort for the City of Lake Wales and surrounding portions of unincorporated Polk County, which is its urban service area, totaling more than 50,000 acres. Like many other communities in Polk County, the confluence of residential housing demand and the decimation of the citrus industry have generated unprecedented growth pressure in the City. The core tenant of this comprehensive planning and visioning effort was to guide future growth to preserve the historic character and high quality of life, long enjoyed within the Crown Jewel of the Ridge. As part of an extensive planning team, Inspire completed a thorough analysis of existing conditions within the study area including demographics, land use, transportation, parks/natural resources, zoning/land development regulations, and future land use maps/comprehensive plan goals, objectives, and policies. ***Inspire helped facilitate multiple community workshops and developed a detailed set of amendments to the City's Comprehensive Plan and Land Development Code to implement the community vision*** by supporting a robust transportation network, strong neighborhoods, connected parks systems and open spaces, and thriving mixed-use districts and corridors.

DELAND, FL: RFP-25-01 | LDR UPDATE

OVERVIEW

- Provided services to guide future growth that preserves the historic character and high quality of life
- Completed a thorough analysis of existing conditions within the study area including demographics, land use, transportation, parks/natural resources, zoning/land development regulations, and future land use map/comprehensive plan GOPs

Comprehensive Plan Update, Visioning, & Land Development Code Update

📍 PALM BAY, FL



DATES

2022 - 2023



OWNER

City of Palm Bay, FL
Joan Junkala-Brown,
Deputy City Manager
120 Malabar Road,
Palm Bay, FL 32907
T: 321.726.2601, ext. 5370
E: joan.junkala@
palmbayflorida.org



KEY SERVICES

- Evaluation & Appraisal Report (EAR)-Based Amendments
- Comprehensive Planning
- Robust Public Engagement
- Online Website
- GIS Mapping
- Land Development Code

INTRO TO STUDY & PROCESS

The City of Palm Bay embarked on the visioning study in 2021 to engage the public in discussions on the future of the City. This process included six stakeholder workshops with various community groups, three public work Council workshop. Following the visioning guidelines, the City organized the workshops to answer three big questions: 1) Where are we now? 2) Where do we want to go? 3) How do we get there? Each workshop was designed to build off from the previous, culminating in an implementation-focused public engagement session.

All stakeholder and public workshops were conducted in a hybrid format with virtual and in-person options for supplement the live engagements, the City facilitated a project website through Social Pinpoint, a community engagement platform. Five visioning themes were synthesized from the public engagement process and website, which are discussed in this brochure. Visioning themes include the issues that were discussed and future strategies to remedy them.



As part of a multi-phased project, Inspire completed a 12-month community visioning effort, as a precursor to the Comprehensive Plan update, for this fast-growing City of more than 125,000 residents. Public engagement efforts included an interactive website, stakeholder interviews, focus groups, and public workshops. The final vision plan included existing conditions, recommendations, the vision statement, and a visually compelling brochure. The Comprehensive Plan update followed shortly after the Vision was completed and nearly became a complete rewrite for several elements. The team rewrote all Data and Analysis volumes and implemented the Vision in the Goals, Objectives, and Policies. After successfully adopting the Comprehensive Plan update, Inspire carried forward the Vision by updating the Land Development Code. The Code update includes reorganization of the chapters, updating statute references, incorporating policies from the Plan update, and ensuring that the Code implements the Vision.



OVERVIEW

- The team led numerous stakeholder workshops, public workshops, staff meetings, and virtual engagements to cultivate as much public input as possible

SODO O-Line Greenway

 ORLANDO, FL



DATES

2019 - 2020



OWNER

City of Orlando, FL
Martin Hudson,
Project Manager
400 South Orange Avenue,
Orlando, FL 32802
T: 407.246.3242
E: Martin.hudson@
cityoforlando.net



KEY SERVICES

- Landscape Architecture
- Master Planning
- Urban Design
- 3D Visualization
- Cost Estimating



Inspire provided conceptual design services for the pedestrian and bicycle multi-use trail facility that is envisioned to parallel the CSX/SunRail corridor that runs from downtown Orlando South through the SoDo (South Downtown) District, tying into the Orlando Urban Trail Extension, the existing SunRail Station, and the Historic AMTRAK station. The SoDo area is a vibrant neighborhood with enormous development potential given its proximity to Downtown Orlando. SoDo has a unique industrial character and is home to Orlando Health's main campus which makes it a prime corridor for promoting health and wellness as well as bike and pedestrian mobility.

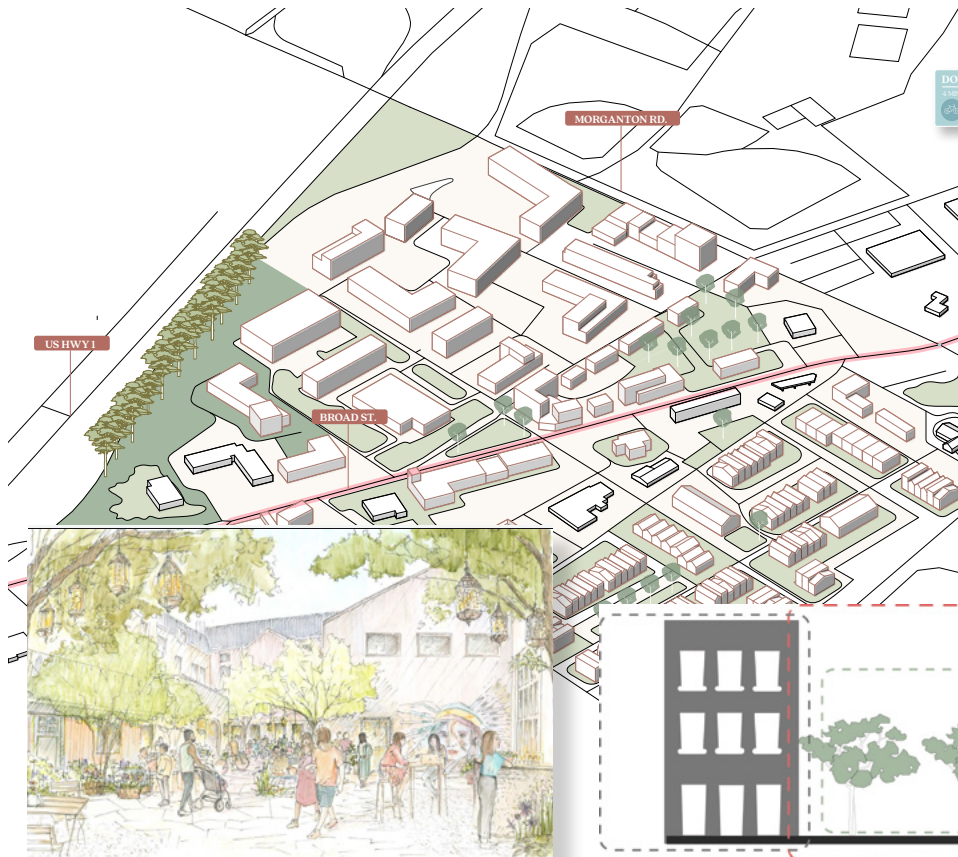


OVERVIEW

- The concept for the Orlando O-Line was born out of the desire to provide a "green spine" through the District that would provide an oasis
- Eventually, O-Line will connect to the planned Pulse Memorial and Museum and Survivor's Walk
- Provided community engagement including stakeholder/public meetings
- Provided master planning for the overall trail alignment

Character District Zoning Analysis & Pinedene Design Booklet

 SOUTHERN PINES, NC



DATES

2023 - 2024



OWNER

Southern Pines, NC
Mr. BJ Grieve, AICP, CFM, CZO,
Planning Director
801 SE Service Road,
Southern Pines, NC 28387
T: 910.692.4003
E: Bjgrieve@southernpines.net



KEY SERVICES

- Zoning
- Design Guidelines
- GIS Mapping
- Public Engagement
- Urban Design

The Town's newly adopted Comprehensive Plan included character districts—a set of 10 designated areas that define the built environment and lifestyle of Southern Pines, with corresponding zoning regulations. Of the 10 defined character districts, the Town chose three as the initial areas for which to create design criteria. These areas include Downtown, Downtown Adjacent, and West Southern Pines. The Inspire team held three separate meetings with stakeholders representing the three character districts where they discussed the unique style of architecture, site characteristics, and context in preparation for zoning code amendment recommendations. Additionally, Inspire prepared perspectives showing the development potential as well as ways to incorporate adaptive reuse of structures while integrating public spaces.



OVERVIEW

- Public Engagement with stakeholders
- Evaluation of districts to identify the unique architectural styles and distinct site conditions
- GIS mapping to identify the boundaries of the proposed districts
- Crafting of proposed language to amend the Town's ordinances in an effort to implement the Comprehensive Plan
- Hand Drawn Perspectives
- Graphics integrating existing structures and public spaces with a birds eye view
- Design inspiration examples using both local and regional examples

ORGANIZATIONAL CHART



David Henning, Esq., AICP
Project Manager



Patricia Tyjeski, AICP
Principal-in-Charge



George Kramer, AICP
Senior Reviewer

PLANNING



Chris Dougherty, AICP
Principal Planner



Sarah Sinatra Gould, AICP, CZO
Principal Planner



Eric Raasch, AICP
Principal Planner



Erik Bredfeldt, PhD, AICP
Economic Development Director



Jared Beck, AICP, FRP
Senior Redevelopment Planner



Jessica Hays
Planner/GIS Lead



Haiden Lewis, AICP Candidate
Planner/GIS Specialist



Emilee Aguerrebere
Planner



Laura Martinez
Planner



Julia Clark
Planner



Erin Anderson
Planner



Robbie Addington
Planner

URBAN DESIGN/LANDSCAPE ARCHITECTURE



Viviana Castro, PLA
Director of Landscape Architecture



Leslie A. Del Monte, NCARB
Senior Urban Designer



Christina Miller, RA, AICP, LEED AP
Senior Urban Designer



Abigail Shemoel
Senior Urban Designer



Claudia Sicilia
3D Visualization Specialist



Kyle Peterson
Landscape Designer

GRAPHICS/COMMUNITY ENGAGEMENT



Em Schaefer
Creative Director



Addie Sherman
Senior Graphic Designer



Lainie Jones
Graphic Designer



Gabriela Castro, AICP
Planner/Engagement Specialist

David Henning

Esq., AICP

PROJECT MANAGER



9 Years of Experience

AICP #31045



PROFILE

David has extensive experience that includes crafting and analyzing comprehensive plan updates, strategic plans, land development code updates, and affordable housing studies. He has tailored his projects to meet the needs of client communities, which can include extensive public engagement, detailed scenario planning, and coordination with regional entities.

EDUCATION

- Master of Urban Planning, Harvard Graduate School of Design, Cambridge, MA
- Juris Doctor, Florida State University College of Law, Tallahassee, FL
- Bachelor of Science in Civil Engineering, Northwestern University, McCormick School of Engineering, Evanston, IL

SKILLS

- Comprehensive Planning
- Strategic Planning
- Land Development Codes
- Affordable Housing Study

EXPERIENCE

Zoning Ordinance Update

Project Planner | Apopka, FL

The Plan included a progressive overhaul of landscape and canopy standards and new strategies for nonconformities.

- Led a major code update that was urgently needed on the eve of an Orlando ring road's completion sparking massive development

Land Development Code

Project Planner | Estero, FL

First ever ordinance for a newly incorporated village in Southwest Florida.

- Assisted with slashing down the unwieldy County ordinance provisionally in use
- Coordinated with transportation specialist

Land Development Code Update

Project Planner | Columbia, SC

Update to the City land development code to implement the shared future vision in the Plan Together concurrent update of the Richland County and Columbia comprehensive plans.

- Drafting sections within administrative procedures articles
- Managed staff, stakeholder, and public-based edits throughout the land development code

Comprehensive Plan Update

Senior Planner | St. Johns County, FL

Visioning and complete plan rewrite for the second-fastest growing county (2020-2023) in Florida. Addressed issues related to rapid growth and resiliency for this coastal county.

- Provided a draft and review of evaluation and recommendation (EAR) transmittal memorandum
- Reviewed required plan elements

David Henning

Esq., AICP

EXPERIENCE CONTINUED

North Okaloosa Planning Study

Senior Planner | Okaloosa County, FL

A long-range planning effort for a 294,000-acre study area, experiencing rapid growth. Process included extensive public engagement, detailed analyses of growth impacts, and policy recommendations.

- Provided an evaluation and draft of potential amendments to the Comprehensive Plan and the Land Development Code to implement the community's vision

Comprehensive plan Update

Senior Planner | Pasco County, FL

Visioning and complete plan rewrite for a County that grew by more than 48,000 residents in the three year period from 2020-2023. Addressed issues related to rapid growth and resiliency for this coastal county.

- Provided a draft and review of required plan element data and analysis

Unified Development Ordinance

Senior Planner | Greenville, NC

Creating a new code for the 12th largest city in North Carolina prioritizing active involvement from the public through multiple workshops and a citizen led task force.

- Coordinated translation of key initiatives from the comprehensive plan to the UDO
- Reviewed key North Carolina state preemption issues

OneDecatur Zoning Ordinance Update

Project Planner | Decatur, AL,

Update of a zoning ordinance from its last major update in the 1980's, and some portions dating back to the 1950's, in order to implement the City's new comprehensive plan, and ready the community for development pressure in the growing Huntsville region.

- Contributed to drafting zoning districts, procedures, use regulations, and development standards
- Led and managed multiple rounds of edits and public presentations in preparing the ordinance for adoption

Zoning Ordinance and Subdivision Regulations Update

Project Planner | Montgomery, AL

Update of the zoning ordinance and subdivision regulations to align with the new vision of a comprehensive plan.

- Assisted with the assessment of the existing ordinance administrative procedures
- Drafted a revised administrative procedure article
- Attended Stakeholder interviews and public presentations

Patricia Tyjeski

AICP

PRINCIPAL-IN-CHARGE



36 Years of Experience

AICP #069120



PROFILE

Pat has extensive experience with long range comprehensive planning, land development regulations, zoning, historic preservation, and development review. Over the course of her career, Pat has worked with over 30 jurisdictions on numerous comprehensive planning projects.

EDUCATION

- Master of Regional Planning, Cornell University, Ithaca, NY
- Bachelor of Architecture, Universidad Javeriana, Bogotá, Colombia

SKILLS

- Comprehensive Planning
- Land Development Regulations
- Historic Preservation
- Development Review
- Community Engagement
- Small Area Plans

EXPERIENCE

Land Development Code Assessment

Project Manager | City of Pensacola, FL

A comprehensive assessment of the adopted Land Development Code and recommendations for improvement.

- Identified obsolete regulations, duplication of standards, conflicts (internal and with the Comprehensive Plan/FL Statutes), and efficiency/effectiveness of the development review process and procedures
- Prepared recommendations for code reorganization/improvements
- Facilitated work sessions with stakeholders

Land Development Code Update & Form-Based Code (FBC)

Project Manager | Kissimmee, FL

A comprehensive evaluation and assessment of the adopted Code followed by a full rewrite to provide clarity and consistency, and the development of a form-based code for Downtown and the US 192 corridor to foster redevelopment/infill.

- Performed a complete reorganization of the code, created tables of uses and dimensional standards, eliminated internal inconsistencies

Lake Wales Envisioned-Long Range Plan

Principal Planner | Lake Wales, FL

A multi-team visioning and planning effort to address significant growth pressures within a 50,000-acre study area. Extensive community engagement led to a series of comprehensive plan and LDC amendments.

- Participated in the development of standards for developments reviewed through the Planned Development Project process

Land Development Code Update

Planner | Sumter County, FL

A comprehensive evaluation and assessment of the adopted Code followed by amendments to provide clarity and consistency after decades of incremental modifications.

Patricia Tyjeski

AICP

EXPERIENCE CONTINUED

Comprehensive Plan & Land Development Code Updates

Project Manager | Manatee County, FL

Updated policies to allow clustering and mixed-use developments, to encourage affordable housing, to strengthen coastal planning areas, and to improve the development review process.

- Developed new policy language and corresponding land development regulations
- Coordinated the updates with various County departments
- Developed incentives for affordable housing, clustering, and mixed-use development

Land Development Code Update & Form-Based Code (FBC)

Project Manager | Gainesville, FL

A comprehensive evaluation and assessment of the adopted Code followed by a full rewrite to provide clarity and consistency, and the development of a FBC for the downtown/surrounding areas.

- Performed a complete reorganization of the code, created tables of uses and dimensional standards, and eliminated internal inconsistencies
- Developed form-based code regulations to provide a framework to enable better development patterns; foster pedestrian-friendly development; and give citizens, developers, builders, and property owners predictable standards

Urban Corridors

Project Manager | Manatee County, FL

Prepared recommendations for policy and regulations changes to guide growth to the urban area where infrastructure is already available.

- Developed Comprehensive Plan and LDC amendments to encourage compact, mixed-use, quality growth along major urban corridors
- Facilitated extensive stakeholder and community input

Gateway Corridors Design Standards

Project Planner | St. Augustine, FL

Prepared development standards and graphics for site design, building form, architecture, landscaping, signs and development review for the main entry corridors to the City: Anastasia Boulevard, San Marco Avenue, and King Street.

- Developed standards to ensure the preservation and celebration of the Mid-Century Modern and Masonry Vernacular architecture that characterizes the Anastasia corridor
- Drafted standards for infill and redevelopment for the various segments along San Marco Avenue and King Street, which mark the entrances to the historic core from the north and the west

Land Development Code

Planner | Palm Coast, FL

Prepared the City's first Land Development Code.

- Managed the drafting of fourteen chapters
- Facilitated workshops with the Planning and Land Development Regulations Board (PLDRB)

Chris Dougherty

AICP

PRINCIPAL PLANNER



18 Years of Experience

AICP #026356



PROFILE

With experience in providing private and public sector planning services, Chris's career has focused on helping clients create unique places. Chris has a passion for developing community-driven plans and excels at comprehensive planning, land development code writing, visioning/public engagement, parks and recreation planning, GIS, and entitlements.

EDUCATION

- Master of Arts in Urban & Regional Planning, University of Florida, Gainesville, FL
- Bachelor of Arts in Criminology, University of Florida, Gainesville, FL

SKILLS

- Comprehensive Planning
- Land Development Code Writing
- Development Review
- Redevelopment Planning
- GIS Analysis
- Parks and Recreation System Planning
- Public Engagement
- Visioning
- Land Use Entitlements
- Grant Writing
- Small Area Plans

OTHER RELEVANT PROJECTS

- Land Development Code & Form-Based Code - Gainesville, FL
- Land Development Code Rewrite - Manatee County, FL

EXPERIENCE

Land Development Code Assessment

Principal Planner | Pensacola, FL

A comprehensive assessment of the adopted Land Development Code and recommendations for improvement.

- Reviewed and provided an assessment with recommended changes of the Off-Street Parking chapter
- Participated in work sessions with City staff to discuss and further evaluate LDC chapters

Land Development Code Update

Principal Planner | Palm Bay, FL

An update of the Land Development Code to ensure consistency with the recently updated Comprehensive Plan.

- Assisted with the evaluation of the Code to determine necessary amendments
- Prepared amendments to transportation chapter of the Code

Land Development Code Update & Form-Based Code (FBC)

Planner | Kissimmee, FL

A comprehensive evaluation and assessment of the adopted Code followed by a full rewrite to provide clarity and consistency, and the development of a FBC for Downtown and the US 192 corridor to foster redevelopment/infill.

- Assisted with public engagement
- Assisted with the development of several chapters in the land development code

Land Development Code Update

Planner | Sumter County, FL

A comprehensive evaluation and assessment of the adopted Code followed by amendments to provide clarity and consistency after decades of incremental modifications.

Sarah Sinatra Gould

AICP, CZO

PRINCIPAL PLANNER



20 Years of Experience

AICP #021553



PROFILE

Sarah has served as a planning director for numerous jurisdictions throughout her career. She understands the need to actively engage the public through a variety of platforms to truly gauge a community's needs. Sarah's work products include innovative plans based on community feedback and collaboration.

EDUCATION

- Master of Urban & Regional Planning, Florida Atlantic University, Fort Lauderdale, FL
- Bachelor of Arts, Political Science, Florida Atlantic University, Boca Raton, FL

SKILLS

- Land Development Codes
- Comprehensive Planning
- Public Involvement
- Corridor Analyses
- Development Review
- Sign Codes
- Supplemental Planning Support

OTHER RELEVANT PROJECTS

- Zoning Code - Surfside, FL
- Corridor Analysis - Surfside, FL
- Character District Zoning Analysis - Southern Pines, NC
- Unified Development Ordinance - Rincon, GA
- Zoning Ordinance - Collegedale, TN

EXPERIENCE

Form-Based Code

Project Manager | North Bay Village, FL

Integrated form-based principles, including requirements for design, into a new zoning ordinance for the Village.

- Developed building height/density bonuses with associated graphics
- Incorporated complete streets and baywalk requirements to improve the landscape as properties redevelop

Land Development Regulations

Project Manager | Effingham County, GA

Prepared update and reorganization of zoning, engineering, and subdivision regulations to guide development in a fast-growing county.

- Prepared revised ordinance language to address outdated language
- Crafted criteria for development nodes
- Moderated stakeholder committee meetings/public engagement

Unified Development Ordinance

Project Manager | Greenville, NC

Creating a new code for the 12th largest city in North Carolina prioritizing active involvement from the public through multiple workshops and a citizen led task force.

- Designed a public outreach strategy to engage all segments of the population including disenfranchised residents and university students
- Led the effort to completely overhaul the UDO to be user friendly and consistent with the Comprehensive Plan.
- Strategized on updating zoning districts and uses

Unified Development Ordinance Update

Project Manager | Kenly, NC

Prepared an update to the code of a rural community interested in fostering a business-friendly environment.

STAFF EXPERIENCE/TEAM BIOS

Eric Raasch, AICP, Principal Planner - Eric is a professional planner with more than 17 years of experience. Having spent 12 years in the public sector, including two years as Orange County's Planning Administrator, he has extensive experience with public sector planning. Some of Eric's recent LDC/Code work includes recommendations for process modifications for rezonings, preliminary subdivision plans, and construction plans for the **Land Development Code Update** for **Sumter County, FL** and for the **Land Development Code Assessment** for **Pensacola, FL**; the **Land Development Code Update** for **Palm Bay, FL**; and assisted in drafting **Agritourism Land Development Amendments** for **Manatee County, FL**.

Erik Bredfeldt, PhD, AICP, Economic Development Director - Erik has 32 years of experience in urban planning/development services, community/economic development, and project management through an internal/external partnership philosophy emphasizing the balance between community and markets. Some of Erik's recent LDC/Code work includes providing a review of Code sections for the **Zoning Ordinance** for **Collegedale, TN** and working with the team on project workshops for the **Downtown Form-Based Code** for **Green Cove Springs, FL**. Additionally, Erik has worked on the **Downtown Strategic Plan** for **Gainesville, FL** and assisted with economic development components of the **Comprehensive Plan Update** for **St. Johns County, FL**. Other relevant project experience includes working on the **Economic Development Plans** for **Garner, NC** and **Jellico, TN**.

Viviana Castro, PLA, Director of Landscape Architecture - Viviana has over 10 years of experience working on visioning, streetscape design, community engagement, park design, urban and community developments, commercial spaces, branding, and wayfinding studies. Some of Viviana's relevant work includes providing streetscape and exterior studies for the **Melrose-Mercy Neighborhood Plan Update** for **St. Petersburg, FL**; leading the **FDOT D5 Robinson Street Complete Street** project for **Orlando, FL**; assisting in the construction administration for the **City Hall Rain Garden Plaza** for **Kissimmee, FL**; and directing the LA team on visualizing and conceptualizing streetscape opportunities for the **Corridor Design Standards** for **Effingham County, GA**.

Christina Miller, RA, AICP, LEED AP, Senior Urban Designer - Christina is passionate about the built environment/public spaces and is an advocate for healthy living, alternative housing/ transportation options, better food production practices, and land/seas stewardship. Some of Christina's recent LDC/Code work includes conducting site assessments to understand existing conditions for the **Unified Development Ordinance** for **Greenville, NC**; reviewing the schematic design plan and perspectives/ views for the **Pinedene Design Standards** for **Southern Pines, NC**; working on the **Miami 21 Form-Based Zoning Code** for **Miami, FL**; and working on the **New Town Traditional Neighborhood Development Code & Master Plan** for **Martin County, FL**.

Abigail Shemoel, Senior Urban Designer - Abigail has a strong desire to discover and design lively, sustainable places. This passion coupled with strong communication and illustration skills, has allowed her to work successfully in a variety of international settings in Latin America, the United States, and Europe. Some of Abigail's recent work includes developing design guidelines for the **Pinedene Design Standards** project for **Southern Pines, NC**; assisting with the **Economic Development Plan** for **Garner, NC** and the **Lake Wales Envisioned-Long Range Plan** for **Lake Wales, FL**. Additionally, Abigail developed concept design for future residential areas for the **North Okaloosa Planning Study** for **Okaloosa County, FL** and developed concept designs for hardscape/landscape design for the **Complete King Street Master Plan** project for **St. Augustine, FL**.

Leslie A. Del Monte, NCARB, Senior Urban Designer - Leslie's experience includes comprehensive planning, urban design, downtown visioning, redevelopment planning, historic district inception/protection, analysis, development, and writing land use, zoning, architectural/design standards. Some of her recent LDC/Code work includes evaluating and illustrating proposed regulations/standards for the **Downtown Form-Based Code** for **Green Cove Springs, FL**; working on the **Land Development Code Assessment** for **Pensacola, FL**; and the **Land Development Code Update** for **Palm Bay, FL**. Additionally, Leslie helped evaluate existing conditions/desired character to establish a vision for the **Marina District Development Guidelines** for **Port Canaveral, FL** and the **Character District Zoning Analysis** for **Southern Pines, NC**.

Erin Anderson, Planner - Erin is passionate about creating strong communities through equitable community development/planning. Some of Erin's recent LDC/Code work includes preparing updated land use tables/definitions for the **Land Development Regulations** for **Effingham County, GA**; working on the **Land Development Code Update** for **Sumter County, FL**; and proposing a structure for the reorganization of the **Unified Development Ordinances** for **Rincon, GA** and **Greenville, NC**.

Robbie Addington, Planner - Robbie is passionate about land use, resiliency, code development, and long-range planning. He has experience in development review, community engagement, ordinance development, and in presenting research to planning boards. Some of Robbie's recent LDC Code work includes creating GIS maps of the revised character districts for **Southern Pines's NC's Character District Zoning Analysis**; drafting amendments and creating GIS maps for the **Zoning Ordinance** for **Collegedale, TN**; and developing an online engagement portal and structuring public engagement efforts for the **Unified Development Ordinances** for **Rincon, GA**, **Greenville, NC**, and **Kenly, NC**.

Emilee Aguerrebere, Planner - Emilee has several years of experience in planning, having spent the past year and a half as a Principal Planner at the City of Coral Gables. She specializes in updating comprehensive land use plans, zoning codes, and development review. Emilee is passionate about urban resilience and participatory planning. Some of Emilee's recent work includes analyzing proposed LDC changes for consistency with the Comprehensive Plan's GOPs for the **Land Development Code Update** for **Sumter County, FL**; working on the **Unified Development Ordinances** for **Greenville, NC** and **Kenly, NC**; and preparing zoning code text amendments for the **Design & Innovation District Public Parks Incentive Program** project for **Coral Gables, FL**.

Gabriela Castro, AICP, Planner/Engagement Specialist - Gaby has extensive experience working in and with local government. Some of her recent work includes moderating and facilitating discussion meetings for the **Zoning Ordinance** for **Collegedale, TN**; assisting in the review of the LDC provisions for the **Land Development Code Assessment** for **Pensacola, FL** and the **Land Development Code Update** for **Palm Bay, FL**. Other relevant work includes working on the **Urban Service Boundary Study** for **Indian River County, FL** and **Comprehensive Plan Updates** for **Winter Springs, FL**; **Flagler County, FL**; **St. Johns County, FL**; and **Pasco County, FL**.

Em Schaefer, Creative Director - Em adds creative insight to projects through branding, visual communications, marketing, community engagement, wayfinding, and illustration. Some of Em's recent work includes designing project branding for the **Land Development Regulations** for **Effingham County, GA** and the **Municipal Zoning & Development Ordinance** for **Hardeeville, SC**. Additionally, Em has worked on marketing assets and branding for the **Downtown Form-Based Code** for **Green Cove Springs, FL** and the **Land Development Code Update** for **Sumter County, FL**.

AWARDS/RECOGNITIONS

1. Fort Pierce, FL - 2023 Roy. F. Kenzie Award for Planning Studies

Inspire ended the 2023 conference circuit in the best way possible: celebrating an impactful project with one of our clients. The City of Fort Pierce, FL, in collaboration with Inspire, won the Roy F. Kenzie Award for Planning Studies from the Florida Redevelopment Association (FRA) for the Fort Pierce Downtown Master Plan. This recognition strengthens our resolve to create great places, safe streets, and thriving communities. Onward to implementation.



2. Orange City, FL - 2023 Florida Planning & Zoning Association (FPZA) Surfcoast Chapter Award for Outstanding Innovation & Design

The Florida Planning and Zoning Association (FPZA) Surfcoast Chapter honored the Inspire team with an award for Outstanding Innovation and Design. The Gateway, Signage, and Wayfinding family celebrates the City of Orange City, Florida's historic place within Central Florida's River of Lakes Heritage Corridor, by designing with materials common to the Florida pioneers, such as clay brick, shaped limestone, and corrugated sheet metal. A custom typography detail for the Gateways was inspired by an old advertisement for canned spring water. As enthusiastic Placemakers, Inspire showcased the historic architecture, brick-lined streets, and orange motif throughout the concepts.



3. Pinellas Park, FL - 2020 Roy. F. Kenzie Award for Planning Studies: Large City

The City of Pinellas Park, FL, in partnership with Inspire, received the Roy F. Kenzie Award for Planning Studies: Large City from the Florida Redevelopment Association (FRA). The Pinellas Park Community Redevelopment Plan offers innovative solutions to address long-term redevelopment goals and improve quality of life and safety. The plan tackles issues like a lack of city character and some of the nation's most dangerous roads for pedestrians and cyclists. It proposes a transformative public realm improvement program, redevelopment initiatives, private-sector housing development, and transportation safety improvements.



4. St. Augustine, FL - 2024 FRA Roy F. Kenzie Award for Planning Studies- Small City

The Finding of Necessity study serves as the initial step in creating a community redevelopment area. The establishment of a CRA is not an easy task. There is a massive amount of effort related to public engagement, data collection, field studies and meeting the State's compliance requirements. Since plan adoption, Inspire has been working with the City of St. Augustine to create a Community Redevelopment Plan for this new CRA.

5. Manatee County, FL - 2017 The Urban Corridor Project

The Urban Corridor project culminated in substantial changes to Manatee County's land development regulations. The intent of the changes is to improve the opportunities for quality infill, redevelopment, and development of mixed uses and attainable housing within its urban core of the County. The goal is that these amendments will serve as the catalyst for future redevelopment projects in an area that has declined over the past several decades, but where great opportunities and services already exist within Manatee County. Although the amendments were recently adopted, the amendments provide an incentive to encourage the type of development that has been envisioned within the County for several years. Through community efforts, goals of administration, hard work of staff, and dedication of elected officials, the Urban Corridor amendments came to fruition.

PROJECT APPROACH



DELAND
LAND DEVELOPMENT
REGULATIONS UPDATE
Florida

APPROACH

Inspire proposes to deliver the revised land development regulations through five sequential phases that form a clear structure for the effort.



In **Phase 1: Project Launch**, Inspire will assemble the initial guidance necessary to kick-start the process, including initial meetings with the City Commission, Planning Board, advisory group, and staff.



In **Phase 2: Confirming Direction**, Inspire will meet with stakeholders and members of the public to investigate issues with the current regulations and the best way to move forward, culminating in a memorandum describing our findings before we begin to modify the actual land development regulation language.



In **Phase 3: Drafting**, Inspire will complete a full draft of the proposed changes including form based provisions for the downtown, informed by the previous phases as well as by key topical check ins with City Commission, the Planning Board, and the public; in depth virtual work sessions with staff; and continued interaction with an advisory group.



A written draft still needs proving before adoption by the community, which is why in **Phase 4: Refining**, Inspire will test the regulations on actual parcels in the community, seek additional public input on the full draft, engage with City Commission and the Planning Board again looking at the regulations holistically, and only then consolidate the lessons learned in a Public Hearing Draft to use in the last phase of the project.



For **Phase 5: Adoption**, Inspire will help staff bring the final product through the state-required process for adoption, including meetings with the Planning Board and City Commission, reserving some resources to update the Public Hearing Draft with any final direction that was a part of the adopting action. Throughout this project we are continually building from information received and developing the tools necessary to take the next step.

PHASE 1: PROJECT LAUNCH

HIGHLIGHTS:

➔ *Kick-off Workshops and Project Website*

TASK 1.1: STAFF KICK-OFF

Inspire will facilitate a virtual kick-off meeting with the City's Administration to review the scope of the overall project and the proposed schedule including tasks, guiding principles, and communication protocol with the Project Manager. At this meeting we will make plans to finalize an advisory team for this project.



TASK 1.2: PLANNING BOARD KICK-OFF WORKSHOP & TASK 1.3 CITY COMMISSION KICK-OFF WORKSHOP

As the first steps in cooperatively developing this update to the land development regulations, Inspire will attend workshops of the Planning Board and City Commission to define project expectations and the workplan. The workshops will also serve to introduce the project team to the Planning Board and City Commission, and the experience from which we will pull information. To better utilize available resources and maintain momentum, we propose a special set Planning Board workshop be scheduled within one day of a workshop item placed on a City Commission meeting. The Inspire team will stay in the community between the workshops allowing the team to tour the community, meet with staff and complete Task 1.4 Advisory Kickoff.



TASK 1.4: ADVISORY KICK-OFF

This task allows the team to connect with a steering or advisory team assembled by the City for the purpose of providing feedback during this LDR update process. Our Planning team has extensive experience working with advisory teams or steering committees in fast-growing communities and has a proven track record of successful facilitations. This proposed team serves an incredibly important role in the process as a citizen advisory group.

In an effort to capture the voices of all County residents, the advisory group should include members from a diverse cross section of the community. Members might include property owners, business owners, developers, community leaders, and anyone else the City feels will foster a productive planning process. The members should be willing to be highly engaged in the LDR process and be able to provide thoughtful feedback. They may also act as ambassadors for the process and we will work with them to identify ways to engage residents. As an alternative, our team has also completed projects that utilize the Planning Board or a panel entirely of staff as this advisory group, and we look forward to working with the City to identify the right fit for this community.

TASK 1.5: BRANDING

An important early step in the process is to provide a project identity that the community recognizes and that brings attention to the project efforts. Inspire creates this brand language for almost every project.

PROJECT BRANDING SAMPLE:
SUMTER COUNTY, FL LDC





TASK 1.6: PROJECT WEBSITE

The identity developed in Task 1.5 extends to the virtual footprint of the project as well. Inspire has substantial experience in providing branded project websites that serve to both inform and engage residents. These websites allow residents to interact with the planning process at a time that is convenient for them. We utilize Social Pinpoint®, an online community engagement platform, to engage the community during the development of the LDR. This website will provide two-way communication, offering the ability to download information and documents as well as solicit and retain public input virtually through state-of-the-art interactive maps and exhibits. This website will be critical in the public engagement process and it is completely customizable to the City's needs. It may include forums, surveys, comment walls, or interactive maps throughout the life of the project.

TASK 1.7: PROJECT MANAGEMENT MEETINGS

Regular communication is a key ingredient in project success. Inspire proposes a standing biweekly meeting with the City's own project manager and any other key project staff. This meeting is a tool for staying up to date with project progress. It does not completely substitute for other regular communications as needed.



PHASE 1 RESULT:

Clear guidance on project goals and direction, and an overall project structure that will set the LDR update up for success across the full 16 months

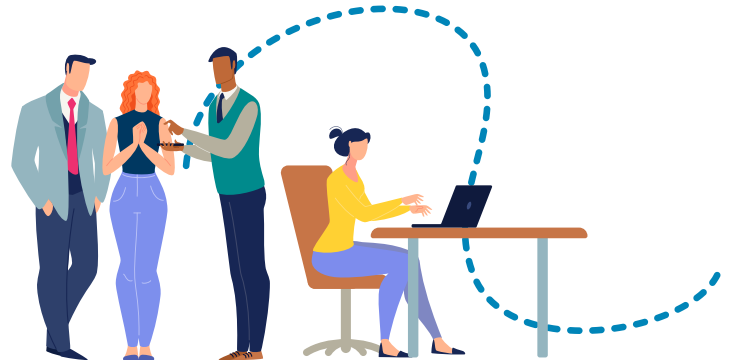
PHASE 2: CONFIRMING DIRECTION

HIGHLIGHTS:

- ➔ *Public Open House and Direction Memo, 2 advisory group meetings.*

TASK 2.1: RESOURCE REVIEW

Inspire will perform a comprehensive literature review of all relevant planning documents to ensure that the Revised LDR aligns with the City's current goals and vision. Relevant planning documents will include the existing LDRs, the Comprehensive Plan, and the Vision Plan that was a stepping stone to the Comprehensive Plan, as well as additional information that staff suggests.



The Vision Plan identifies specific targets for change in the Land Development Regulations that were carried through the Comprehensive Plan and will lead to revised or confirmed language in the revised LDR. These include:

Land Use Element

- Include Smart Growth Principles and create predictable, flexible regulations with clear criteria, performance standards, and options for creative solutions.
- Develop a plan for enclave annexations to "square off" the City's boundaries.
- Add standards to encourage new developments to include complete streets and create walkable communities.
- Explore opportunities to "right-size" parking requirements in the core downtown and suburban areas.
- Encourage connectivity throughout new developments and prioritize connectivity to adjacent neighborhoods, trails, and parks.
- Encourage a grid pattern to reduce traffic impacts; cul-de-sacs should be discouraged.
- Provide options for missing middle housing, small lot, and executive housing.
- Include hybrid and form-based code language and performance standards for various areas throughout the City.
- Expand recreation opportunities (public & private) and encourage new development to preserve natural areas and open spaces through clustered development.

Housing Element

- Provide standards in the Land Development Regulations to allow for a variety of housing types ranging from small-lot or small-format housing to larger, executive housing.

Economic Development Element

- Explore areas for redevelopment and update the Land Development Regulations to include infill & redevelopment standards.

TASK 2.2: QUESTIONNAIRES

Inspire will develop questionnaires about the current performance of the LDRs. We will consider at least two versions with overlapping questions: one for staff involved in the development process, and one for private stakeholders who regularly or occasionally rely on the LDRs. Inspire will work with staff to identify avenues to distribute the questionnaire, and discuss if another version is appropriate for hosting on the website during this phase of the project

TASK 2.3: VIRTUAL STAKEHOLDER CONVERSATIONS

In addition to the Questionnaires, the Inspire team will be available for three half-days where staff can schedule individual stakeholders or groups of related stakeholders to provide feedback on the current LDRs or desired plan-based changes through conversation. These sessions are productive in surfacing issues with the LDRs and holding them virtually generally leads to greater flexibility scheduling participants during the work day.

TASK 2.4: PUBLIC OPEN HOUSE #1

The first Public Open House is an opportunity to introduce the project in the community, its connection to planning efforts and built outcomes, and gain feedback from the general public. At a centrally located site, Inspire will host a series of activities designed to garner feedback from drop-in participants.



STATION 1: GREETERS

We will create a sign-in sheet for attendees to provide their contact information. One of our team members will greet community members and explain the organization of the room, though all Inspire staff present at the event will be available to clarify activity instructions or answer questions. We will also provide children's activities because we encourage all members of the community to attend and participate in this open house.

STATION 2: TELL US WHERE YOU LIVE, WORK, AND PLAY!

This station will include a blank map of DeLand for attendees to indicate where they live, where they work, where they shop, and where they participate in recreational activities using colored stickers. This station will help our team understand where residents spend their time and will help us identify where development standards and uses may need updating.

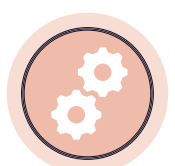


STATION 3: PREFERRED USES

In this activity, we will ask participants what kind of land uses they would like to see in the City by placing colored stickers on a board under topics. Feedback from this activity will help Inspire update and modernize the use table in the LDR.

STATION 4: DEVELOPMENT STANDARDS

This activity allows people to rank their preferences regarding development standards including landscaping, setbacks, and design. This exercise can help identify the overall look of the community as identified by the public.





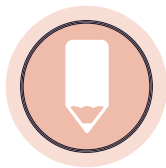
STATION 5: CHALLENGES AND OPPORTUNITIES

This activity would include questions specific to challenges and opportunities participants see in DeLand.

STATION 6: IDEA WALL



The team will post a prompt for participants to contribute to what they see as their vision for the next 20 years for the City. This activity will help guide the overall vision for LDR update.



STATION 7: EXIT SURVEY

Before leaving, we will ask participants to fill out an exit survey which asks how the activities went and to provide any further comments or suggestions.

TASK 2.5: DIRECTION MEMO

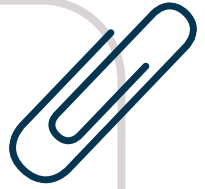
Inspire will develop a Direction Memorandum that builds on the guidance in Phase 1 and the feedback gathered in Phase 2 to describe in greater detail a combination of guiding principles and specific targets for change. This memo will include the proposed new organizational structure for the LDRs and initial revised list of likely zoning districts and how they relate to existing districts. The memo will also include any further guidance gleaned on implementing the 14 general goals and 18 specific goals listed in the RFP, many of which overlap with guidance from the vision plan and comprehensive plan.



The 14 General Goals from the RFP

1. Incorporate any recent LDR updates into the new version of the LDR.
2. Create an LDR that achieves the goals, objectives, and policies of the City's newly-updated Comprehensive Plan and the newly updated 2050 Vision Plan.
3. Maintain Municode formatting requirements.
4. Correct unclear, contradictory language, including standards or requirements that are obsolete.
5. Consolidate sections into clear tables, wherever possible.
6. Create clear, concise, plain language regulations.
7. Modernize and expand definitions.
8. Update and streamline review procedures and permitting requirements.
9. Revise requirements to comply with Florida Statutes and Federal Regulations.
10. Combine similar sections of the LDR for ease-of-use and to streamline and clarify processes.
11. Provide clear, concise regulations with easy-to-understand processes, procedures, criteria, and standards.
12. Include intent statements for Articles and Sections.
13. Use the Oxford Comma (also known as a serial comma) in sentences for clarity and ease-of-use.
14. Ensure conformance with Chapter 50 of Volusia County Code of Ordinances.

The 18 Specific Goals from the RFP



1. Update development design standards, and gateway and corridor standards, especially in the Core Overlay District.
2. Update outdated permitted uses within the zone districts and consolidate zone districts (i.e. residential and commercial zone districts) whenever possible (while minimizing nonconformities).
3. Create a new light industrial zone district; the city currently has one industrial zone (M-1) district and believes a two-tiered option for industrial zoning is appropriate.
4. Update and clarify the Allowed Uses, conditional uses, special exceptions, and provide clear standards and criteria for any conditional uses or special exceptions.
5. Provide options for Alternative Compliance and Administrative Adjustments, complete with performance standards and criteria, to expand options for infill and redevelopment, especially in the Core Overlay District.
6. Create Infill and Redevelopment Standards and provide performance standards and criteria for infill projects and redevelopment throughout the city.
7. Evaluate and recommend options for reduced residential lot sizes and include graphic illustrations and criteria to support options for reduced residential lot sizes.
8. Explore options and opportunities for missing-middle housing and clarify the City's existing townhome regulations.
9. Preserve the City's established grid network and include standards to maintain and expand the existing the grid network.
10. Evaluate the benefits of a public facilities zone district and include options if warranted.
11. Update and modernize the sign regulations and the wireless regulations.
12. Update the Planned Development (PD) standards and create an administrative amendment process with performance standards and criteria and move the PD standards from the overlay and floating zones section to Zoning Districts article.
13. Update drainage, stormwater, floodplain standards, and low impact development standards, and explore options and opportunities to reduce maximum levels of impervious areas in subdivisions and developments.
14. Update the subdivision standards and include regulations for replats, lot consolidations, lot line adjustments, and other minor subdivision processes.
15. Include a decision-making authority table in the procedures Article, and include public notice requirements.
16. Create a hybrid code with form-based code standards in the Downtown Commercial Land Use Designation area.
17. Provide color graphics to illustrate key standards, such as parking lot landscaping standards; overall landscaping standards; buffer standards; bulk, mass, and scale for buildings; residential standards; street cross sections and roadway design standards; sign standards; community design standards; etc.
18. Reformat the development regulations into clear, concise groupings

TASK 2.6: ADVISORY MEETINGS (2)

Inspire will meet with the advisory group twice at key points of Phase 2.

◆ PHASE 2 RESULT:

Specific direction to serve as a blueprint in developing a revised draft of the LDRs in the following phase



PHASE 3: DRAFTING

HIGHLIGHTS:

➔ LDRs Draft, Form-Based Downtown Standards, Topical Workshops

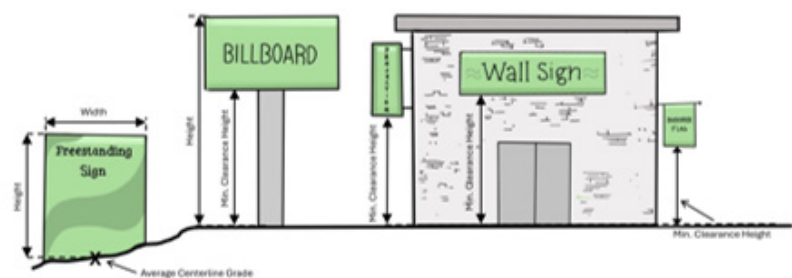
TASK 3.1: LDRS DRAFT & REVISIONS

The Inspire team will complete and submit an actual rewrite of each newly organized section of the Land Development Regulations. Rather than providing by section alone, we will work with staff to identify logical “blocks” or “modules” of multiple sections to facilitate review. LDRs by their nature are lengthy and splitting into modules adds efficiency to staff review, limiting the volume that must be reviewed at once, and allows drafting to move forward on the second module during review of the first. The split is temporary. We will combine the modules back into the complete whole for adoption and use.

This task includes the initial staff draft, revisions based on staff comment and development of a public review draft for use in public engagement in Phase 4. It also includes initial development of graphics that assist in explaining key definitions and rules of measurement as well as concepts within the LDRs. It also includes revising text with tables, charts, or matrices to better explain complex concepts or standards.



VARIOUS PROJECT SAMPLES



TASK 3.2: FORM-BASED DOWNTOWN DRAFT & REVISIONS

Inspire has a full urban design and landscape architecture team. In addition to tapping into their expertise to assist with targeted standards throughout the revised LDRs, we propose to develop a true form-based or design-centric district for downtown, including the graphics and building form-based diagrams necessary to convey the standards. Form-based districts within a traditional or hybrid LDR are typically reserved for implementing small area plans or areas of critical character within the community and downtown is the most promising location. (Though tasks 3.4, 3.5, and 3.6 consider separately held topical workshops for different audiences, we are open to exploring what it would look like to combine the resources dedicated to those workshops into an onsite charette for the form-based standards, depending on the priorities and preferences of the City.)

TASK 3.3: VIRTUAL WORK SESSIONS (UP TO 3)

Recognizing that review of major sections of LDRs can be a daunting task, we have included up to three virtual work sessions of two hours each to assist staff in working through key sections. Inspire will identify the specific timing in concert with staff during the update process, but we have seen these sessions used effectively when processing a particular module or wrestling with a particular topic where there may be diverging guidance.



3.4: PLANNING BOARD TOPICAL WORKSHOP & 3.5: CITY COMMISSION TOPICAL WORKSHOP & 3.6: PUBLIC TOPICAL WORKSHOP

The Inspire team recommends holding these three tasks over the course of a three day visit to the City, centered on an appropriate City Commission workshop meeting or agenda item. The RFP identifies residential development standards, commercial development standards, and form-based concepts within the downtown core, as potential targets for the topical workshops. We are open to discussion either during the selection process or, if selected, during Phases 1 and 2, and waiting to identify an appropriate subject or subjects that can be covered within a workshop setting. The same topic would be the subject of the Planning Board, City Commission and Public workshops to ensure that each group has an opportunity to comment on the same important subjects or sections.



TASK 3.7: ADVISORY MEETINGS (3)

Inspire will meet with the advisory group at three key points of Phase 3.



PHASE 3 RESULT:

A Completed Draft of the LDRs and guidance on major topics.

PHASE 4: REFINING

HIGHLIGHTS:

➔ *Public Open House, Testing, Draft Workshops*

TASK 4.1: PUBLIC OPEN HOUSE #2

The second public open house is an opportunity to present the entirety of the draft LDRs for review. Activities will highlight significant changes so members of the public less familiar with the LDRs can still provide important feedback but it is also the opportunity to receive specific change requests. Online connections to the Open Houses will assist with providing an avenue for feedback when respondents may be more comfortable working through the lengthy documents from their own home.



TASK 4.2: TESTING (UP TO 3 SITES)

Parallel to the public review in Task 4.1, Inspire will work with staff to identify three sites or past projects within the City to take through the development review process, using the actual regulations that currently exist and the proposed new regulations to show any differences in what can be built. Testing inevitably uncovers minor unexpected details that we can revise before the project enters the formal adoption process.

TASK 4.3: PLANNING BOARD DRAFT WORKSHOP & TASK 4.4: CITY COMMISSION DRAFT WORKSHOP

The Inspire team recommends holding these two tasks over the course of a two day visit to the City, connected to an appropriate City Commission workshop meeting or agenda item. The Draft Workshop is an opportunity to walk through major changes and answer questions about the entirety of the draft, as well as feedback received from the Public Open House and results of the testing.

TASK 4.5: PUBLIC HEARING DRAFT

The Public Hearing Draft will incorporate suggestions from the Draft Workshops, and will be used throughout the Adoption process. By updating the draft with the latest guidance, adoption can proceed without surprises and fulfill the promise of public engagement and collaborative drafting throughout all phases of the LDR process.

TASK 4.6: ADVISORY MEETINGS (2)

Inspire will meet with the advisory group at two key points of Phase 4.

PHASE 4 RESULT:

A draft ready for adoption



PHASE 5: ADOPTION

HIGHLIGHTS:

➔ Formal adoption of the LDRs.

TASK 5.1: RECOMMENDATION & TASK 5.2: CITY COMMISSION -FIRST READING & TASK 5.3: CITY COMMISSION - SECOND READING

Inspire will complete the formal public meetings required for adoption of the LDC

TASK 5.4: ADOPTION EDITS

It is always possible that there are final changes called for as a part of the adoption ordinance. Inspire will reserve time for updating the draft with any of those changes as well as preparing the document for upload to the City's preferred hosting site.

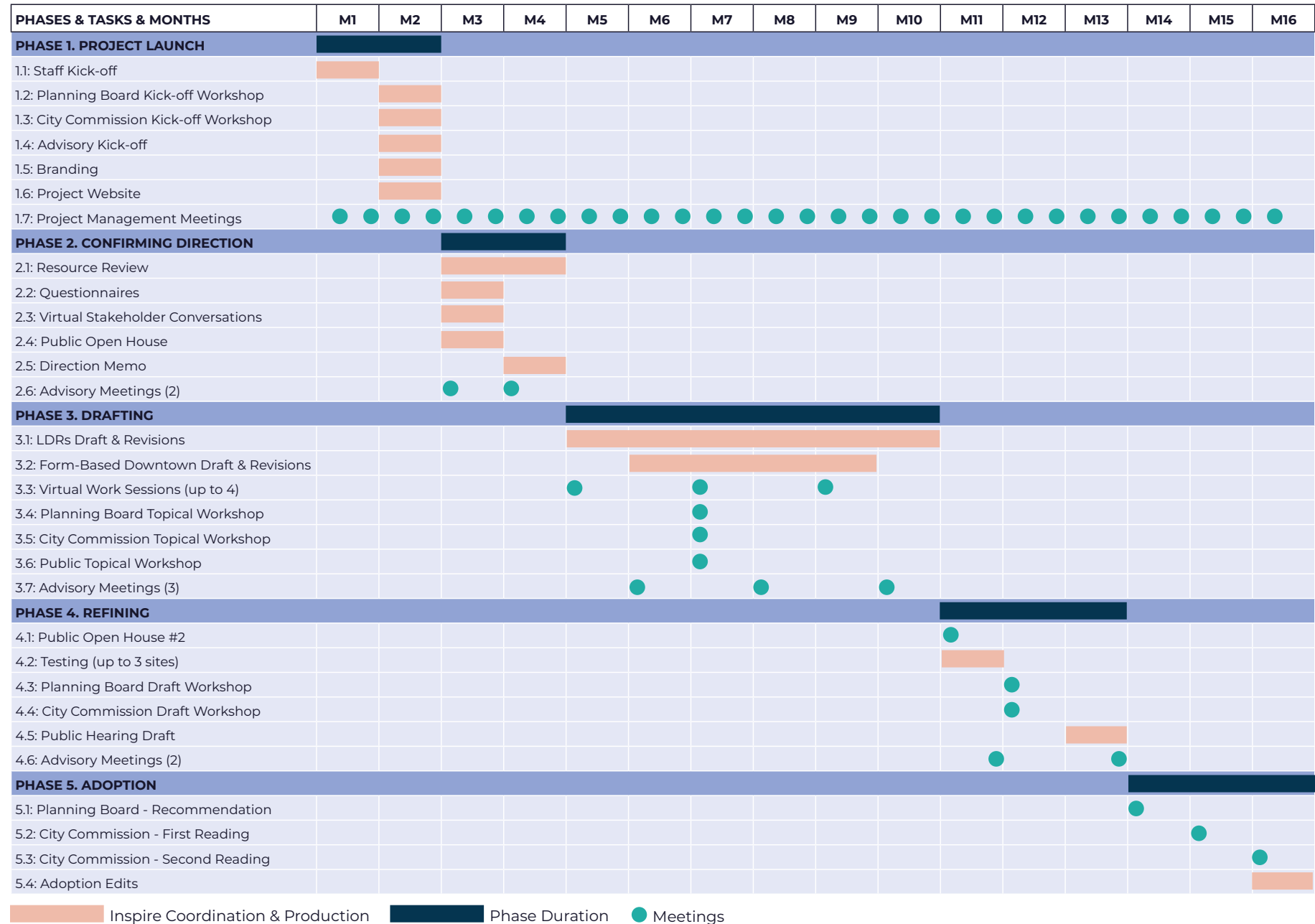


PROJECT SAMPLE:
Flagler County, FL
Comprehensive Plan
Final Report

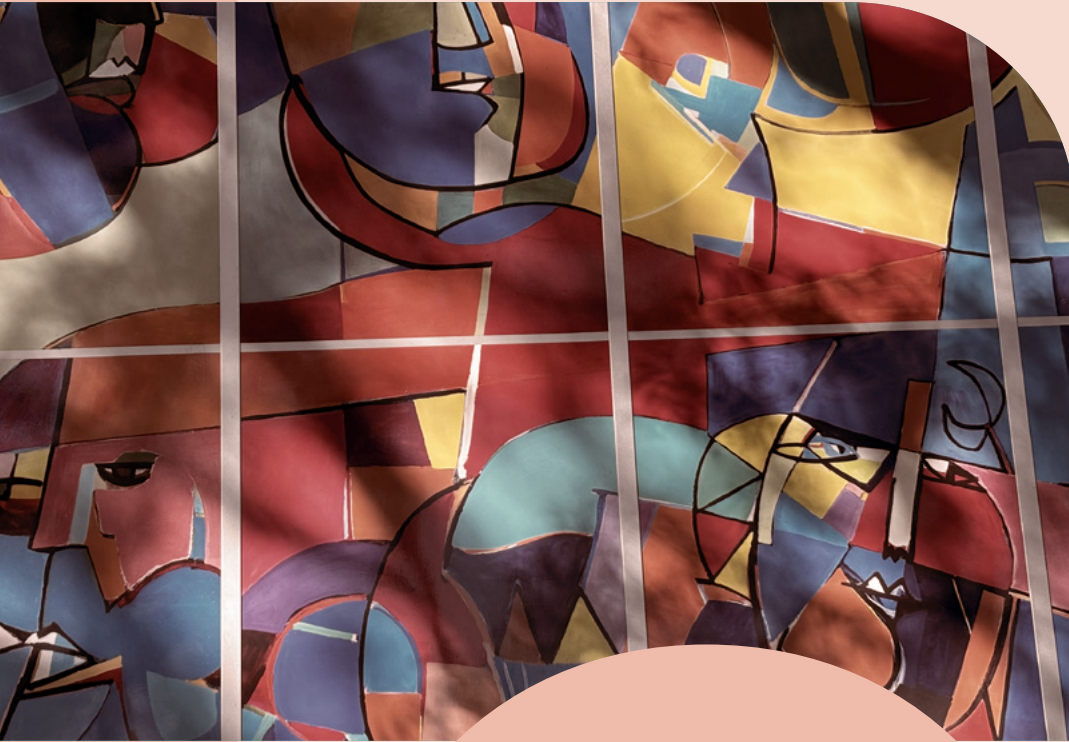
PHASE 5 RESULT:

New LDRs ready for the City to Implement.

TIMELINE



PRICE FORM



DELAND
Florida
LAND DEVELOPMENT
REGULATIONS UPDATE

PRICE

PROJECT PHASE & TASK	FEE ESTIMATE
PHASE 1: PROJECT LAUNCH	
1.1: Staff Kick-off	\$42,190
1.2: Planning Board Kick-off Workshop	
1.3: City Commission Kick-off Workshop	
1.4: Advisory Kick-off	
1.5: Branding	
1.6: Project Website	
1.7: Project Management Meetings	
PHASE 2: CONFIRMING DIRECTION	
2.1: Resource Review	\$45,200
2.2: Questionnaires	
2.3: Virtual Stakeholder Conversations	
2.4: Public Open House #1	
2.5: Direction Memo	
2.6: Advisory Meetings (2)	
PHASE 3: DRAFTING	
3.1: LDRs Draft & Revisions	\$153,750
3.2: Form-Based Downtown Draft & Revisions	
3.3: Virtual Work Sessions (up to 3)	
3.4: Planning Board Topical Workshop	
3.5: City Commission Topical Workshop	
3.6: Public Topical Workshop	
3.7: Advisory Meetings (3)	
PHASE 4: REFINING	
4.1: Public Open House #2	\$37,260
4.2: Testing (up to 3 sites)	
4.3: Planning Board Draft Workshop	
4.4: City Commission Draft Workshop	
4.5: Public Hearing Draft	
4.6: Advisory Meetings (2)	
PHASE 5: ADOPTION	
5.1: Planning Board - Recommendation	\$19,275
5.2: City Commission - First Reading	
5.3: City Commission - Second Reading	
5.4: Adoption Edits	
Final Printing Reserve (12 copies)	\$2,300
TOTAL (not to exceed)	\$299,975

REQUIRED FORMS



DELAND Florida

LAND DEVELOPMENT
REGULATIONS UPDATE

SUBMIT TO: CITY OF DELAND FINANCE DEPT., 2 ND FLOOR PURCHASING COORDINATOR 120 SOUTH FLORIDA AVENUE DELAND, FLORIDA 32720		REQUEST FOR PROPOSAL
CONTACT: Corey McMillen mcmillenc@deland.org purchasing@deland.org		
PHONE: 386-626-7078	RFP-25-01	SUBMITTALS RECEIVED AFTER SPECIFIED DATE AND TIME WILL NOT BE CONSIDERED
RFP TITLE: Land Development Regulations Update		SUBMITTAL DEADLINE: February 27, 2025 @ 2:00 P.M.
PRE-PROPOSAL CONFERENCE DATE, TIME AND LOCATION: N/A		PROPOSAL BOND REQUIRED: 5%
RESPONDENT NAME: Inspire Placemaking Collective, Inc.		FEDERAL ID # OR SOCIAL SECURITY #: 92-1495717
MAILING ADDRESS: 4767 New Broad Street		TELEPHONE #: 407.202.8387
CITY – STATE – ZIP: Orlando, FL 32814		FAX #: N/A
X  AUTHORIZED SIGNATURE		EMAIL: Gkramer@inspireplacemaking.com
Printed Name George Kramer		Title President
		Date 2/23/25
By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the City of DeLand all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or services(s) purchased or acquired by the City of DeLand. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the vendor.		
THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE		
GENERAL CONDITIONS AND INSTRUCTIONS ****PLEASE READ CAREFULLY****		

1. **SUBMISSION OF OFFERS:** All offers shall be submitted in a sealed envelope or package. The invitation numbers, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the receptionist located on the 2nd floor of City Hall prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received after the specified date and time will not be considered.

Responses shall be submitted on forms provided by the City. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may

be withdrawn after opening for a period of sixty (60) days unless otherwise specified.

2. **EXECUTION OF OFFER:** Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein. All spaces requesting information from the offeror shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the offeror to any entry must be initialed.

**LAND DEVELOPMENT REGULATIONS UPDATE
RFP-25-01
ACKNOWLEDGMENT OF TERMS, CONDITIONS, AND ADDENDA**

PROMPT PAYMENT DISCOUNT

The City of DeLand shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered please state discount and terms:

N/A

ADDENDUM ACKNOWLEDGMENT:

Add. No. 1 Dated 2/11/2025 / Add. No. _____ Dated _____
Add. No. 2 Dated 2/18/2025 / Add. No. _____ Dated _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for Proposal # RFP-25-01/ Land Development Regulations Update.

VENDOR NAME Inspire Placemaking Collective, Inc.

ADDRESS 4767 New Broad Street, Orlando, FL 32814

AUTHORIZED

SIGNATURE



PRINTED

SIGNATURE George Kramer

DATE

2/23/25

TELEPHONE# 407.202.8387

FAX # N/A

EMAIL: Gkramer@inspireplacemaking.com

SAMPLE FL LDRs



1. Land Development Code & Form-Based Code - Kissimmee, FL

Link: <https://acrobat.adobe.com/id/urn:aaid:sc:va6c2:4aa71363-63b8-40ac-9080-9990b319d927>

2. Downtown Form-Based Code - Green Cove Springs, FL

Link: <https://acrobat.adobe.com/id/urn:aaid:sc:va6c2:0a9e7bd7-45b4-42c0-94c4-b826f13c76a0>

3. Land Development Code - Palm Bay, FL

Link: <https://acrobat.adobe.com/id/urn:aaid:sc:va6c2:220e5cd6-e24a-4bbd-a8da-b4fcd3b0bef2>

REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do not list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: City of Green Cove Springs, FL
 Date of Services: 2023 - 2024
 Description of Services: Downtown Form-Based Code
 Street Address: 321 Walnut Street
 City, State, ZIP Code: Green Cove Springs, FL 32043
 Telephone #: 904-297-7500 Fax #: N/A
 Contact Person: Michael P. Daniels Email: mdaniels@greencovesprings.com

Ref #2. Customer/Client: City of Kissimmee, FL
 Date of Services: 2017 - 2020
 Description of Services: Land Development Code Update & Form-Based Code
 Street Address: 101 Church Street
 City, State, ZIP Code: Kissimmee, FL 34741
 Telephone #: 407-518-2148 Fax #: N/A
 Contact Person: Craig Holland, AICP Email: Craig.holland@kissimmee.gov

Ref #3. Customer/Client: City of Lake Wales, FL
 Date of Services: 2023
 Description of Services: Lake Wales Envisioned-Long Range Plan
 Street Address: 201 West Central Avenue
 City, State, ZIP Code: Lake Wales, FL 33853
 Telephone #: 863-678-4182 Fax #: N/A
 Contact Person: James Stalon Email: jstalon@lakewalesfl.gov

Ref #4. Customer/Client: Sumter County, FL
 Date of Services: 2023 - 2024
 Description of Services: Land Development Code Update
 Street Address: 7375 Powell Road
 City, State, ZIP Code: Wildwood, FL 34785
 Telephone #: 352-689-4400 Fax #: N/A
 Contact Person: Bradley Arnold Email: bradley.arnold@sumtercountyfl.gov

Ref #5. Customer/Client: City of Pensacola, FL
 Date of Services: 2023 - 2024
 Description of Services: Land Development Code Assessment
 Street Address: 222 West Main Street
 City, State, ZIP Code: Pensacola, FL 32502
 Telephone #: 850 435-1670 Fax #: N/A
 Contact Person: Cynthia Cannon, AICP Email: Ccannon@cityofpensacola.com

CONTRACTOR NAME Inspire Placemaking Collective, Inc.

ADDRESS 4767 New Broad Street, Orlando, FL 32814

PRINTED SIGNATURE George Kramer

AUTHORIZED SIGNATURE 

TELEPHONE # 407.202.8387

FAX# N/A

DATE

2/23/25

EMAIL: Gkramer@inspireplacemaking.com

LICENSES & CERTS

State of Florida Department of State

I certify from the records of this office that INSPIRE PLACEMAKING COLLECTIVE, INC. is a corporation organized under the laws of the State of Florida, filed on December 27, 2022, effective October 27, 2022.

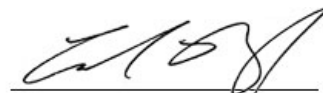
The document number of this corporation is P22000094175.

I further certify that said corporation has paid all fees due this office through December 31, 2025 and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of January, 2025*




Secretary of State

Tracking Number: 0121210766CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

This certificate hereby qualifies

Jared T. Beck, AICP

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 027911

James M. Driscoll
James M. Driscoll, JD
Executive Director

Valerie Hubbard
Valerie Hubbard, AICP
President





The American Planning Association
Professional Institute
American Institute
of Certified Planners
Making Great Communities Happen

This certificate hereby qualifies

Erik Bredfeldt

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 011971

Joel Albino
Joel Albino, FAICP
Chief Executive Director

Mitchell J. Silver
Mitchell J. Silver, FAICP
President





American Institute
of Certified Planners
Creating Great Communities for All

Verify: <https://www.credly.com/go/BTQCHpy>

Ron DeSantis, Governor

Melanie S. Griffin, Secretary





STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

CASTRO, VIVIANA
3633 FINCH STREET
ORLANDO FL 32803

LICENSE NUMBER: LA6667568
EXPIRATION DATE: NOVEMBER 30, 2025
Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/16/2023
Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



This certificate hereby qualifies

Christopher R. Dougherty, AICP

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 026356

Paul Farmer
Paul Farmer, FAICP
Chief Executive Officer

Lee Brown
Lee Brown, FAICP
President





The American Planning Association
Professional Institute
American Institute
of Certified Planners
Making Great Communities Happen

The American Institute of Certified Planners

The Professional Institute of the American Planning Association

hereby qualifies

George Malcolm Kramer

as a member
with all the benefits
of a Certified Planner and
responsibility to the
AICP Code of Ethics
and Professional Conduct.

Certified Planner Number: 020533

February 17, 2006

George Malcolm Kramer

Paul Farmer



This certificate hereby qualifies

Eric Raasch

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 026377

Joel Albano
Joel Albano, AICP, CFP®
Chief Executive Director

Michelle J. Silver
Michelle J. Silver, AICP
President



Verify: <https://www.aicp.org/Fellowship>



This certificate hereby qualifies

David J. Henning, AICP

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 31045

James M. Dorman
James M. Dorman, AICP
Executive Director

Deborah L. G. G. G.
Deborah L. G. G. G.
President





Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin, For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Inspire Placemaking Collective, Inc.	
2 Business name/disregarded entity name, if different from above.	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 4767 New Broad Street	Requester's name and address (optional)
6 City, state, and ZIP code Orlando, FL 32814	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
9	2	-	1	4	9	5	7	1	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person

Date 1/3/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

HUMAN TRAFFICKING AFFIDAVIT

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein and execute this affidavit in order to comply with the requirements of Section 787.06(13), Florida Statutes.

2. I currently serve in the capacity listed below on behalf of the company listed below.

3. The company listed below does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made in accordance with Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

Date executed 2/23/25.

COMPANY

Inspire Placemaking Collective, Inc.

NAME OF BUSINESS ENTITY



SIGNATURE

George Kramer, President

NAME AND TITLE

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

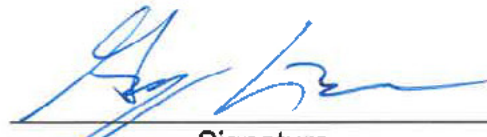
CITY OF Orlando

BEFORE ME, the undersigned authority, personally appeared
George Kramer, who, being by me first duly sworn, made
 the following statement:

1. The Business address of Inspire Placemaking Collective, Inc. (name of bidder or Contractor) is 4767 New Broad Street, Orlando, FL 32814.
2. My relationship to Inspire Placemaking Collective, Inc. (name of bidder or Contractor) is President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a

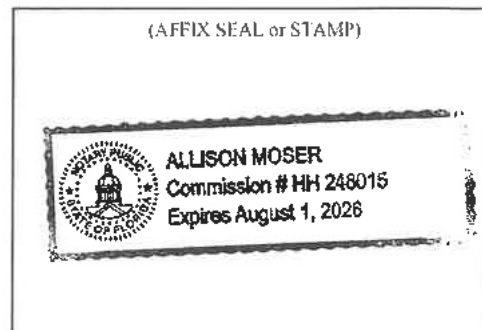
company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. Inspire Placemaking Collective, Inc. (name of the bidder or Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. Inspire Placemaking Collective, Inc. (name of the bidder or Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. Inspire Placemaking Collective, Inc. (name of the bidder or Contractor) is not engaged in business operations in Cuba or Syria.


Signature

Sworn to and subscribed before me in the state and City first mentioned above on the 24 day of February, 2025.

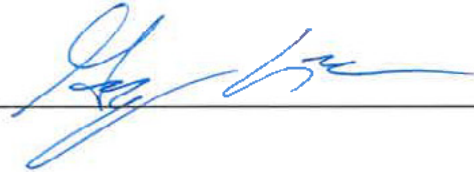

Notary Public Allison Moser
My commission expires: 8-1-26



PUBLIC ENTITY CRIME FORM**Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes:**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged: _____



Date: _____

2/23/25

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Inspire Placemaking Collective, Inc.

Company



Authorized Signature

George Kramer, President

Printed Name & Title

Gkramer@inspireplacemaking.com

Email

4767 New Broad Street

Address

Orlando, FL 32814

City, State, Zip Code

407.202.8387

Telephone No.

N/A

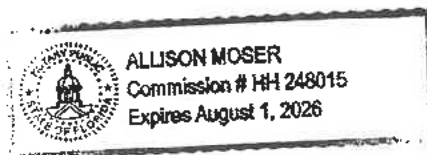
Fax No.

State of Florida)City of Orange)SUBSCRIBED AND SWORN to before me this 24 day of February, 2025, by

George Kramer, who is personally known to me to be the
President for the Firm, OR who produced the following

identification: _____

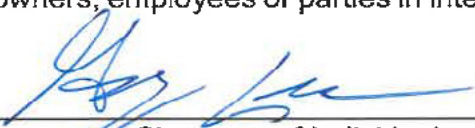
Notary Public

Allison MoserMy Commission Expires: 8-1-26

NON-COLLUSION AFFIDAVITState of Florida)City of Orlando)**George Kramer**

_____ being first duly sworn, deposes and says that:

- (1) He/she is the **President**, (Owner, Partner, Officer, Representative or Agent) of Inspire Placemaking Collective, Inc., the Contractor that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Contractor, firm, or person to fix the price or prices in the attached Proposal or of any other Contractor, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Contractor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

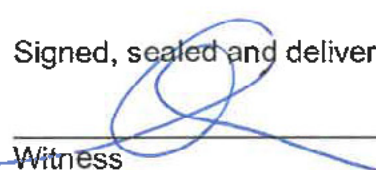
By: 

 Signature of Individual
George Kramer

 Printed Name of Individual
President

 Title of Individual

Signed, sealed and delivered in the presence of:


Witness
Witness

State of Florida

County of Orange

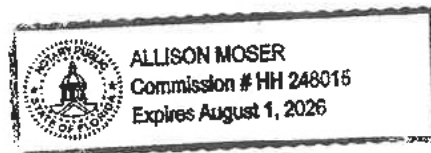
The foregoing instrument was acknowledged before me this 24 day of February, 2025 by George Kramer, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.


NOTARY PUBLIC

Allison Moser

(Name of Notary Public: Print, Stamp, or Type as Commissioned)



CITY OF DeLAND CONFIRMATION OF DRUG-FREE WORKPLACE FORM

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

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

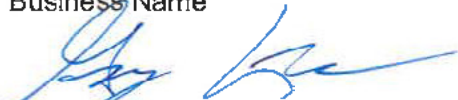
As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with The City of DeLand's General Conditions, Drug-Free Workplace.

Inspire Placemaking Collective, Inc.

RFP-25-01 | Land Development Regulations Update

Business Name

Bid Number and Name



2/23/25

Authorized Representative's Signature

Date

George Kramer

President

Name

Position