



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
JUNE 2, 2025 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Pastor Johnny Long, First Baptist Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Presentation re Employee Development and Mentoring Program Certificate of Completion.
2. Volusia League of Cities Award to Mayor Cloudman.
3. Presentation re DeLand Citizens Academy.
4. Employee Years of Service Awards.

CONSENT AGENDA

1. Consideration re Award of Bid, Littleton Circle Drainage & ADA Repairs.
Staff recommends that the City Commission award the Littleton Circle Drainage & ADA Repairs project to DDS Enterprises LLC for an amount not to exceed \$189,275.00
2. Consideration re JL2 Architecture Post Design Services, Fire Station 83 Expansion and Renovation.
Staff recommends that the City Commission approve JL2 professional post design services for Fire Station 83 renovation and expansion, in the total amount of \$24,555.00.
3. Consideration re JL2 Agreement for Professional Services, Police Department Security Wall.
Staff recommends that the City Commission approve JL2 architectural and engineering services for new Police Department security wall in the amount of \$21,172.00.
4. Consideration re Award of Bid, Fire Station 83 Expansion and Renovation.
Staff recommends that the City Commission award the base bid and Alternate Bid item 1 to Qualis General Contractors, LLC for Fire Station 83 expansion and renovation project in the amount of \$975,372.30.
5. Consideration re Approval of Sale and Consumption of Alcoholic Beverages on City Property, Firecracker Festival.

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

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

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

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

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

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

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

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

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

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

OLD BUSINESS

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

Staff is proposing amendments to the Land Development Regulations to allow small shade structures and smaller indoor recreational opportunities within the downtown, and provide for streamlined, efficient processes for extensions of incomplete plans by allowing a staff-level extension, rather than requiring City Commission approval.

NEW BUSINESS

1. Consideration re Historic Marker Agreement.

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

CITY COMMISSION REPORTS

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

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY COMMISSION

ADJOURNMENT

The DeLand City Commission holds its regular meetings on the first and third Mondays of each month at 7:00 p.m. in the DeLand City Commission Chambers, 120 South Florida Avenue, DeLand. Notice of special meetings, workshops, changes in dates, times or locations are provided by separate Public Notices, which are posted at City Hall and on the City's web site.

The City of DeLand may take action on any matter during this meeting, including items that are not set forth within this agenda.

Public participation is encouraged on any matter on the agenda. If you desire to be recognized by the Mayor, please fill out a Speaker's Card and present it to the City Clerk.

Minutes of the DeLand City Commission meetings are not transcribed verbatim. If any person decides to appeal a decision made by the City Commission with respect to any matter considered at a public meeting or hearing, he/she will need a record of the proceedings including all testimony and evidence upon which the appeal is to be based. To that end, such person will want to ensure that a verbatim record of the proceedings is made by a court reporter, at the person's own expense.

In accordance with the American Disabilities Act, persons needing a special accommodation in order to participate in the proceedings should notify the City Clerk's Office at least 48 hours in advance of the meeting: 626-7132.

Assisted Listening System receivers are available for the hearing impaired, and can be obtained from the City Clerk.

If you wish to obtain information regarding the City Commission's Agenda, please call the City Clerk's Office: 626-7132.

We respectfully request that all pagers and cell phones be turned OFF during City Commission meetings.

Electronic Information! City Commission agendas and short form minutes are now available on the City's web page: www.deland.org.

CERTIFICATE OF COMPLETION

This certificate is proudly presented to

Christopher Jackson

for the successful completion of the City of DeLand's Employee
Development and Mentoring Program 2025



Michael P. Pleus
City Manager



Christopher M. Cloudman
Mayor

CERTIFICATE OF COMPLETION

This certificate is proudly presented to

Gregory Dobson

for the successful completion of the City of DeLand's Employee
Development and Mentoring Program 2025



Michael P. Pleus
City Manager



Christopher M. Cloudman
Mayor

CERTIFICATE OF COMPLETION

This certificate is proudly presented to

Jacob Payne

for the successful completion of the City of DeLand's Employee
Development and Mentoring Program 2025



Michael P. Pleus
City Manager



Christopher M. Cloudman
Mayor

CERTIFICATE OF COMPLETION

This certificate is proudly presented to

Jan Mussori

for the successful completion of the City of DeLand's Employee
Development and Mentoring Program 2025



Michael P. Pleus
City Manager



Christopher M. Cloudman
Mayor

CERTIFICATE OF COMPLETION

This certificate is proudly presented to

Jefferson Borden

for the successful completion of the City of DeLand's Employee
Development and Mentoring Program 2025



Michael P. Pleus
City Manager



Christopher M. Cloudman
Mayor

CERTIFICATE OF COMPLETION

This certificate is proudly presented to

Josie Torres

for the successful completion of the City of DeLand's Employee
Development and Mentoring Program 2025



Michael P. Pleus
City Manager



Christopher M. Cloudman
Mayor

CERTIFICATE OF COMPLETION

This certificate is proudly presented to

Meghann Laduca

for the successful completion of the City of DeLand's Employee
Development and Mentoring Program 2025



Michael P. Pleus
City Manager



Christopher M. Cloudman
Mayor

CERTIFICATE OF COMPLETION

This certificate is proudly presented to

Michael Headley

for the successful completion of the City of DeLand's Employee
Development and Mentoring Program 2025



Michael P. Pleus
City Manager



Christopher M. Cloudman
Mayor

CERTIFICATE OF COMPLETION

This certificate is proudly presented to

Michael Roberts

for the successful completion of the City of DeLand's Employee
Development and Mentoring Program 2025



Michael P. Pleus
City Manager



Christopher M. Cloudman
Mayor

CERTIFICATE OF COMPLETION

This certificate is proudly presented to

Michael Stewart

for the successful completion of the City of DeLand's Employee
Development and Mentoring Program 2025



Michael P. Pleus
City Manager



Christopher M. Cloudman
Mayor

CERTIFICATE OF COMPLETION

This certificate is proudly presented to

Mitchell Loveless

for the successful completion of the City of DeLand's Employee
Development and Mentoring Program 2025



Michael P. Pleus
City Manager



Christopher M. Cloudman
Mayor

CERTIFICATE OF COMPLETION

This certificate is proudly presented to

Sabrina Siple

for the successful completion of the City of DeLand's Employee
Development and Mentoring Program 2025



Michael P. Pleus
City Manager



Christopher M. Cloudman
Mayor

CERTIFICATE OF COMPLETION

This certificate is proudly presented to

Steven Dailey

for the successful completion of the City of DeLand's Employee
Development and Mentoring Program 2025



Michael P. Pleus
City Manager



Christopher M. Cloudman
Mayor

CERTIFICATE OF COMPLETION

This certificate is proudly presented to

Vernielle Dillon

for the successful completion of the City of DeLand's Employee
Development and Mentoring Program 2025



Michael P. Pleus
City Manager



Christopher M. Cloudman
Mayor

CITY OF DELAND
Request for Commission Action
June 2, 2025

SUBJECT: Employee Years of Service Awards.

DEPARTMENT: Human Resources

PREPARED BY: Carrie Lasky, HR Manager

ATTACHMENTS:

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

10 Years of Service

Kevin Givens, Parks and Recreation Department

15 Years of Service

Al Manzo - Airport

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

CITY OF DELAND
Request for Commission Action
June 2, 2025

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

DEPARTMENT: Public Works

PREPARED BY: Ray Underwood, Public Works Director

ATTACHMENTS: Tabulation - B-25-07

APPROVED BY: Michael Pleus, City Manager, May 25, 2025

SUMMARY/HIGHLIGHT:

Littleton Circle is located within the Victoria Hills subdivision. Over the years, the trees planted within the right-of-way have caused numerous drainage issues with the stormwater curbing and roadway. In addition, ADA issues along the sidewalks and drive aprons have become increasingly apparent.

Public Works staff have made numerous repairs in the past, but unfortunately, the compact nature of this roadway and the number of trees has called for repairs beyond our normal maintenance. Beginning with the removal of several trees needed to make the corrections, the recommended contractor will restore the original stormwater curblines and drive aprons. Any ADA concerns created by the restoration of these areas will be addressed as noted in the plans. Final paving of the roadway will occur along with any approved tree replacements. It will be suggested to the homeowners that Live Oaks not be replaced in kind to minimize further damage in the future.

Bid documents for this project and related site work were developed by City staff. The project was advertised in the Daytona Beach News-Journal and via the internet-based systems DemandStar and VendorLink. A total of eight (8) bids were received as indicated on the attached bid tabulation. Bids ranged from a low of \$189,275.00 to a high of \$593,000.00.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Creating the Connected Community.

SUSTAINABILITY:

Mobility

FISCAL IMPACT:

Award to the low bidder, DDS Enterprises LLC., will result in an expenditure of \$189,275.00. Staff notes that this amount is based on the sum of extended unit prices with quantities which were estimated by staff. Funding is currently available from Road Resurfacing funds budgeted in the Grants and Special Revenue Fund.

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

N/A

**B-25-07 / Littleton Circle Drainage & ADA Repairs
Bid Tabulation**

Pay Item No.	Pay Item Description	Unit	Quantity	<u>All Terrain Tractor Service, Inc.</u>		<u>Asphalt Icons</u>		<u>DB Civil Construction LLC</u>		<u>DDS Enterprises LLC</u>		<u>GPS Civil Construction, Inc.</u>		<u>Masci General Contractor, Inc.</u>		<u>MVB & Associates</u>		<u>Sparks Concrete</u>	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
101-1	Mobilization	LS	1	\$35,000.00	\$35,000.00	\$16,722.70	\$16,722.70	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$33,000.00	\$33,000.00	\$38,100.00	\$38,100.00	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00
102-1	Maintenance of Traffic	LS	1	\$30,000.00	\$30,000.00	\$4,350.00	\$4,350.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$8,422.00	\$8,422.00	\$45,000.00	\$45,000.00	\$15,000.00	\$15,000.00
104-18	Inlet Protection System	EA	3	\$1,000.00	\$3,000.00	\$400.00	\$1,200.00	\$200.00	\$600.00	\$500.00	\$1,500.00	\$200.00	\$600.00	\$210.00	\$630.00	\$4,000.00	\$12,000.00	\$300.00	\$900.00
110-1-1	Clearing & Grubbing	LS	1	\$35,750.00	\$35,750.00	\$4,900.00	\$4,900.00	\$19,750.00	\$19,750.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$7,100.00	\$7,100.00	\$15,000.00	\$15,000.00	\$28,000.00	\$28,000.00
110-4-10	Removal of Existing Concrete	SY	700	\$58.50	\$40,950.00	\$22.43	\$15,701.00	\$40.00	\$28,000.00	\$22.50	\$15,750.00	\$100.00	\$70,000.00	\$78.21	\$54,747.00	\$40.00	\$28,000.00	\$45.00	\$31,500.00
522-1	Concrete Sidewalk 4" Thick	SY	300	\$75.15	\$22,545.00	\$76.10	\$22,830.00	\$96.00	\$28,800.00	\$40.00	\$12,000.00	\$95.00	\$28,500.00	\$135.57	\$40,671.00	\$77.00	\$23,100.00	\$180.00	\$54,000.00
522-2	Concrete Driveway Apron 6" Thick	SY	225	\$87.75	\$19,743.75	\$85.90	\$19,327.50	\$120.00	\$27,000.00	\$45.00	\$10,125.00	\$135.00	\$30,375.00	\$155.28	\$34,938.00	\$115.00	\$25,875.00	\$225.00	\$50,625.00
520-1-10	Concrete Curb, Type Miami	LF	850	\$42.50	\$36,125.00	\$28.40	\$24,140.00	\$38.00	\$32,300.00	\$35.00	\$29,750.00	\$40.00	\$34,000.00	\$58.93	\$50,090.50	\$95.00	\$80,750.00	\$30.00	\$25,500.00
542-70	Detectable Warning (Preformed Thermoplastic)	SF	40	\$100.00	\$4,000.00	\$54.00	\$2,160.00	\$50.00	\$2,000.00	\$25.00	\$1,000.00	\$40.00	\$1,600.00	\$55.00	\$2,200.00	\$50.00	\$2,000.00	\$30.00	\$1,200.00
711-11-123	Thermoplastic, Standard, White, Solid, 12" for Crosswalk	LF	120	\$50.00	\$6,000.00	\$9.16	\$1,099.20	\$23.00	\$2,760.00	\$22.50	\$2,700.00	\$20.00	\$2,400.00	\$27.00	\$3,240.00	\$20.00	\$2,400.00	\$6.00	\$720.00
0711-11-125	Thermoplastic, Standard, White, Solid, 24" for Stop Line	LF	25	\$50.00	\$1,250.00	\$16.00	\$400.00	\$46.00	\$1,150.00	\$30.00	\$750.00	\$40.00	\$1,000.00	\$38.00	\$950.00	\$75.00	\$1,875.00	\$12.00	\$300.00
0337-78-08	Asphalt Concrete Friction Course, Traffic B, FC-9.5	SY	2000	\$41.13	\$82,260.00	\$20.70	\$41,400.00	\$19.00	\$38,000.00	\$18.50	\$37,000.00	\$21.00	\$42,000.00	\$35.27	\$70,540.00	\$33.00	\$66,000.00	\$25.00	\$50,000.00
0327-70-6	Milling Existing Asphalt Pavement, 1 1/2" Avg Depth	SY	2000	\$17.38	\$34,760.00	\$7.42	\$14,840.00	\$8.00	\$16,000.00	\$7.25	\$14,500.00	\$7.00	\$14,000.00	\$9.52	\$19,040.00	\$16.00	\$32,000.00	\$6.00	\$12,000.00
	Removal of Indicated Tree & Grind Stump	EA	13	\$5,000.00	\$65,000.00	\$2,750.00	\$35,750.00	\$2,500.00	\$32,500.00	\$2,500.00	\$32,500.00	\$4,000.00	\$52,000.00	\$3,770.00	\$49,010.00	\$7,200.00	\$93,600.00	\$3,000.00	\$39,000.00
	Removal of Indicated Tree & Remove Stump	EA	13	\$5,000.00	\$65,000.00	\$4,200.00	\$54,600.00	\$3,000.00	\$39,000.00	\$750.00	\$9,750.00	\$4,600.00	\$59,800.00	\$3,770.00	\$49,010.00	\$10,000.00	\$130,000.00	\$3,000.00	\$39,000.00
	Repair of Irrigation in Tree Removal Area	EA	13	\$1,800.00	\$23,400.00	\$150.00	\$1,950.00	\$200.00	\$2,600.00	\$150.00	\$1,950.00	\$600.00	\$7,800.00	\$1,447.00	\$18,811.00	\$800.00	\$10,400.00	\$500.00	\$6,500.00
Total				\$504,783.75		\$261,370.40		\$298,960.00		\$189,275.00		\$397,075.00		\$447,499.50		\$593,000.00		\$384,245.00	

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
June 2, 2025

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

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: JL2 Post Design Services

APPROVED BY: Michael Pleus, City Manager, May 27, 2025

SUMMARY/HIGHLIGHT:

In April 2024, the City Commission awarded an agreement for professional services to JL2 Architecture to provide architectural, mechanical, electrical, plumbing, fire protection, structural and geotechnical services for Fire Station 83 expansion and renovation project.

The subject Task Assignment post design services / Construction Administration includes attending pre-construction meeting, reviewing of shop drawings, reviewing of pay requests, reviewing Request for Information (RFI), attending bi-weekly construction progress meetings, field visits, substantial completion and final completion evaluations.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This item has a fiscal impact of 24,555. Funds for this project are included in the Capital Fund.

RECOMMENDATION:

Staff recommends that the City Commission approve JL2 professional post design services for Fire Station 83 renovation and expansion, in the total amount of \$24,555.

BACKGROUND/DISCUSSION:

N/A



Proposal for Professional Design Services

May 1, 2025

Mr. Ray Bahrami, PE
Deputy Public Services Director
City of DeLand
1102 S Garfield Ave
DeLand, FL 32724

Re: Proposal for Professional Design Services
City of DeLand—Fire Station 83-Construction Administration

Commission No. 2023-P031

Dear Mr. Bahrami:

jl2 Architecture appreciates the opportunity to submit our proposal for Professional Architectural & Engineering Services on the above referenced project for your consideration. The scope of work and compensation for the project is described as:

I. Description of Project Scope Items included:

A. The City of DeLand is renovating approximately 2,900 sf and adding a 700 sf addition to the existing Fire Station 83, located on E Taylor Road in DeLand, FL. Below is a detailed breakdown of the proposed design scope of work for the A/E team's Construction Administration Services:

1. Twice-Monthly field visits.
2. Review of contractor shop drawings.
3. Review of contractor submittals.
4. Review of contractor applications for payment.
5. Substantial completion evaluation with punch list.
6. Final completion evaluation.
7. Pre-one year warranty walk.

II. Design Disciplines included:

A. Design services for the project include the following disciplines:

1. Architectural / jl2 Architecture
2. MEPF, Security / TLC Engineering
3. Structural Engineering / BBM Structural

III. We understand that the final schedule is yet to be determined and will be finalized by the City. We have listed below a draft schedule for the jl2 team's scope of work. Description of Design Phases and Draft Milestone Schedule included (billing will occur monthly & be based on the percentage of work performed at that time):

A. Phases and Deliverables for this proposal include:

1. Construction Administration—**Estimated at 6 months**
**includes bi-monthly construction meetings*

IV. Design Services Exclusions & Clarifications:

A. Items not listed in the Scope of Work and Design Services above & listed below are not included in this proposal:

1. Civil / Landscape / Environmental & Surveying Construction Administration services are provided by the City of DeLand.
2. Totals include all printing and other expenses required to complete scope of work listed above.
3. jl2 assumes a construction period of 6 months and reserves the right to ask for additional services if construction administration period extends beyond that time period.
4. All documents other than one's required for jurisdictional permitting will be submitted to the City electronically.

V. Compensation for Architectural / Engineering Services:

For the scope listed above, we propose a fixed lump sum fee of \$24,555.00 (Twenty-Four Thousand Five Hundred Fifty-Five Dollars). *See Exhibit A for hourly breakdowns.

We hope this proposal meets with your approval and we are available to discuss with you or your staff any aspect of the information contained herein. jl2 Architecture is prepared to initiate start-up immediately at the direction of the City of DeLand and we are committed to servicing you with our fullest capabilities. We look forward to hearing from you soon.

Sincerely,

The block contains the signature of Johnnie Lohrum Jr. and the logo for jl2 ARCHITECTURE. The logo consists of the letters 'jl2' in a stylized font, with 'ARCHITECTURE' written in a smaller, sans-serif font below it. The signature is written in a cursive script over the logo.

Johnnie Lohrum Jr., RA
President

STRUCTURAL									
May 1, 2025									
	184	153	127		137	68			
	Project Mgr.	Project Engineer	BIM Tech.		Const. Admin.	Admin.			
Construction Administration Phase									
6 mos (24 weeks) incl. startup/closeout									
Pre-construction Meeting					1				
Review RFI's/Submittals (2 hrs/wk for 24 weeks)					12	3			
Review RCO's									
Preparation of ASI's									
Bi-Weekly OAC meetings									
Substantial punchlist									
Final punchlist									
Prepare record documents									
Subtotal hours	0	0	0	0	13	3			
Subtotal fees	0	0	0	0	1781	204			
TOTAL HOURS									
	0	0	0	0	13	3			
TOTAL FEES									
	0	0	0	0	1781	204			
STRUCTURAL TOTAL FEES									
									1985

[illegible]

Attest:

Printed Name: _____

Title: _____

JL2 Architecture

By: _____

Printed Name: JOHNNIE LOHMAN JR

Title: PRESIDENT

ATTEST:

Julie A. Hennessy, MMC

City Clerk- Auditor

CITY OF DELAND

By: _____

Christopher M. Cloudman,
Commissioner-Mayor

Date: _____

CITY OF DELAND
Request for Commission Action
June 2, 2025

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

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: Signed JL2 Proposal

APPROVED BY: Michael Pleus, City Manager, May 27, 2025

SUMMARY/HIGHLIGHT:

The project consists of constructing a new security wall to surround the existing Police Department. It includes but not limited to construction of 660 feet, 8' high, precast security wall along with new personnel/vehicle gates and partial pavement milling and resurfacing within project area. The City Engineering Department has already prepared base civil and electrical plans but needs external assistance to finalize the design, prepare specification, and obtain building and other necessary permits for construction.

The attached proposal from JL2 Architecture, if approved, will provide architectural, electrical/security and structural engineering services during design, permitting, bidding and construction phases of this project.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This item has a fiscal impact of \$21,172. Funds for this project are included in the Capital Fund.

RECOMMENDATION:

Staff recommends that the City Commission approve JL2 architectural and engineering services for new PD security wall in the amount of \$21,172.00.

BACKGROUND/DISCUSSION:

DeLand police department has needed a security wall for some time and there are many reasons this is a prudent measure. This project will serve as risk management when viewed in the light of past dangerous incidents and the potential for deadly incidents, injury to citizens and maintaining the operational effectiveness of city police department. There have been incidents of potential extreme violence towards officers and vandalism of police vehicles due to not having a wall. Having a wall around police departments is quite common nationally and specifically in Florida due to the inherent safety it brings to both officers and the public. Walls also help ensure smooth day to day police operations and help make one less worry for police officers on being assaulted. Currently Port Orange Police, Daytona Beach Police, Ormond Beach Police and

others have walls. This wall is a necessity to smooth and safe police operations and will serve the city well for years into the future.

Proposal for Professional Design Services

May 1, 2025

Mr. Ray Bahrami, PE
Deputy Public Services Director
City of DeLand
1102 S Garfield Ave
DeLand, FL 32724

Re: Proposal for Professional Design Services
City of DeLand—PD Wall

Commission No. 2025-P009

Dear Mr. Bahrami:

j12 Architecture appreciates the opportunity to submit our proposal for Professional Architectural & Engineering Services on the above referenced project for your consideration. The scope of work and compensation for the project is described as:

I. Description of Project Scope Items included:

A. The City of DeLand is constructing a new security wall to surround the existing Police Department. The City has already established several base Civil and Electrical drawings to add a pre-cast wall system, conduit and gates to support this scope. Below is a detailed breakdown of the proposed design scope of work:

1. Architectural / Structural / Electrical & Security construction documents.
2. Permit coordination.
3. Construction Administration

II. Design Disciplines included:

A. Design services for the project include the following disciplines:

1. Architectural / j12 Architecture
2. Electrical, Security / TLC Engineering
3. Structural Engineering / BBM Structural

III. We understand that the final schedule is yet to be determined and will be finalized by the City. We have listed below a draft schedule for the j12 team's scope of work. Description of Design Phases and Draft Milestone Schedule included (billing will occur monthly & be based on the percentage of work performed at that time):

A. Phases and Deliverables for this proposal include:

1. 100% Construction Documents—**4 weeks**
**includes 1 week owner review period*
2. Permitting—**Estimated at 4 weeks (pending AHJ/Owner timing)**
3. Construction Administration—**8 weeks (estimated)**

IV. Design Services Exclusions & Clarifications:

A. Items not listed in the Scope of Work and Design Services above & listed below are not included in this proposal:

1. City of DeLand to provide all existing facility documents available.
2. Detailed Cost Estimates are not included.
3. Totals include all printing and other expenses required to complete scope of work listed above.
4. All documents other than one's required for jurisdictional permitting will be submitted to the City electronically.
5. Civil, Environmental, Survey and Landscape is by owner.

V. Compensation for Architectural / Engineering Services:

For the scope listed above, we propose a fixed lump sum fee of \$21,172.00 (Twenty-One Thousand One Hundred Seventy-Two Dollars). *See Exhibit A for hourly breakdowns.

We hope this proposal meets with your approval and we are available to discuss with you or your staff any aspect of the information contained herein. jl2 Architecture is prepared to initiate start-up immediately at the direction of the City of DeLand and we are committed to servicing you with our fullest capabilities. We look forward to hearing from you soon.

Sincerely,



Johnnie Lohrum Jr.
Johnnie Lohrum Jr., RA
President

City of DeLand-Police Wall_jl2--Fee/Hourly Breakdown							
ARCHITECTURAL-EXHIBIT A							
May 1, 2025							
	170	170	130	170	160	95	
	Project	Int.	Cad	Spec.	Const.	Admin.	
	Architect	Designer	Designer	Writer	Admin.		
Construction Document Phase/Permitting-100%							
Site Investigations	2						
Internal Team Review-weekly meetings	2						
Consultant coordination	4						
Prepare Construction Document package	2		4				
Final specification preparation	4						
Meetings with staff	4						
Permitting	4						
Respond to contractor RFIs	2						
Subtotal hours	24	0	4	0	0	0	Total
Subtotal fees	4080	0	520	0	0	0	4600
Construction Administration (8 weeks)							
Respond RFIs					2		
Review Submittals/Shops					4		
Site Visits	4				12		
Punch list	2				2		
Project Closeout					2		
Subtotal hours	6	0	0	0	22	0	Total
Subtotal fees	1020	0	0	0	3520	0	4540
TOTAL HOURS	30	0	4	0	22	0	
TOTAL FEES	5100	0	520	0	3520	0	
ARCHITECTURAL TOTAL FEES							9140
Electrical / Security							
Electrical / Security (See attached breakdown)							9,260
Structural							
Structural(See attached breakdown)							2,772
TOTAL PROJECT FEES							21,172

STRUCTURAL									
May 1, 2025									
	Project Mgr.	193	Project Engineer	160	134	BIM Tech.	145	Const. Admin.	72
Construction Document Phase- 100%									
Incorporate owner 90% CD comments									
Team meetings - weekly									
Consultant coordination			2	2	2				
Prepare construction document package	2		2	2	4				
Final Specification preparation							2		1
Print and Issue Redline Review sets									
Meetings with staff									
Subtotal hours		2	4	6	0	0	2	1	Total
Subtotal fees		386	640	804	0	0	290	72	2192
Construction Administration Phase									
8 mos (32 weeks) incl. startup/closeout							2		
Pre-construction Meeting							1		
Review RFI's/Submittals (2 hrs/wk for 32 weeks)							1		
Review RCO's									
Preparation of ASI's									
Bi-Weekly OAC meetings									
Substantial punchlist									
Final punchlist									
Prepare record documents									
Subtotal hours		0	0	0	0	0	4	0	Total
Subtotal fees		0	0	0	0	0	580	0	580
TOTAL HOURS		2	4	6	0	0	6	1	
TOTAL FEES		386	640	804	0	0	870	72	
STRUCTURAL TOTAL FEES									
									2772

Electrical / Security Engineering									
May 1, 2025									
	170	170	130	170	160	95			
	Project Eng	Engineer	Cad Designer	Spec Writer	Const. Admin.	Admin.			
Construction Document Phase- 100%									
Review Site Conditions		8							
Design construction drawing preparation	3	16	16						
Team meetings - weekly									
Consultant coordination									
Prepare construction document package									
Final Specification preparation		2	2						
Print and Issue Redline Review sets									
Meetings with staff									
Subtotal hours	3	26	18	0	0	0			Total
Subtotal fees	510	4420	2340	0	0	0			7270
Construction Administration Phase									
8 mos (32 weeks) incl. startup/closeout									
Pre-construction Meeting									
Review RFI's/Submittals		6	6						
Review RCO's									
Preparation of ASI's								2	
Bi-Weekly OAC meetings									
Substantial punchlist									
Final punchlist									
Prepare record documents									
Subtotal hours	0	6	6	0	0	2			Total
Subtotal fees	0	1020	780	0	0	190			1990
TOTAL HOURS	3	32	24	0	0	2			
TOTAL FEES	510	5440	3120	0	0	190			
MEP Engineering TOTAL FEES									
									9260

Attest:

Printed Name: _____
Title: _____

ATTEST:

Julie A. Hennessy, MMC

City Clerk- Auditor

JL2 Architecture

By: _____
Printed Name: JOHNNIE COLEMAN JR
Title: PRESIDENT

CITY OF DELAND

By: _____
Christopher M. Cloudman,
Commissioner-Mayor

Date: _____

CITY OF DELAND
Request for Commission Action
June 2, 2025

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

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: Bid Tabulation FS, AOR Letter of Recommendation

APPROVED BY: Michael Pleus, City Manager, May 27, 2025

SUMMARY/HIGHLIGHT:

This project consists of 728 SF of building addition (Pre-Engineered metal building) and interior renovation to the existing Fire Station 83. Site scope of work includes removal and replacement of existing oil/water separator, a tree removal and replacement, new concrete sidewalk, new sanitary sewer pipes and manhole, and other miscellaneous items. 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 May 1, 2025, six bids were received for this project as summarized on the attached bid tabulation. Qualis General Contractors, LLC of Tampa, Florida was the lowest and the most responsible bidder in the amount of \$970,185.30 (Base Bid) plus Additive Alternate No. 1 to provide new LED lighting package for the entire facility (existing and new) for \$5,187.00 in total bid amount of \$975,372.30.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This item has a fiscal impact of \$975,372.30 plus \$44,450 for a 6-month temporary trailer rental cost. Loan proceeds have been secured for this project and are included in the FY 24/25 Capital Fund.

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

Fire Station 83 expansion and renovation are needed due to the influx of residential and commercial construction projects that is underway in SE area of the city. In addition, there are other future proposed projects that could bring further commercial, apartment style residential and single-family residences which will require additional fire and medical coverage. With already a 25% increase in call volume over the past two years, travel distances and concurrent calls for service will raise response times that may place fire department outside of the current accreditation standard of 6-minute response time in the 90th percentile. As part of the six firefighters the City hired in 2021, we had planned on utilizing 3 of those personnel to offset cost of expansion

to that SE area. In the current budget, we have already hired three firefighters for staffing of two response units from Fire Station 83. Once our new ladder truck is delivered in January 2026, we will attempt to hire 3 additional firefighters in the 25/26 budget for full staffing of the Ladder 83 unit at Fire Station 83. This expansion of the building would be needed to house this additional compliment of firefighters, and will help fire department meet their ISO and accreditation needs for the increase demand and expansion.

Multiple references (including City of Sanford, City of Largo and City of Dunedin) contacted by staff indicated that they have had positive experiences with Qualis General Contractors. The positive references indicated that Qualis:

- Completed work ahead of schedule
- Provided submittal of documents and reports in a timely manner
- Provided good quality of work
- Managed unanticipated issues and changes at minimal cost to the owner



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

BID TABULATION SHEET

Bid Title: Fire Station #83 Renovations
Bid No: B-25-05
OPENING DATE & TIME: May 1, 2025 @ 3:00 PM
POSTING DATE: May 7, 2025

POSTED BY: Corey McMillen

Vendor	City, State	Base Bid
Qualis General Contractors, LLC	Tampa, FL	\$970,185.30
Spartan Contracting Corporation	Tampa, FL	\$992,776.63
Atlantic Coast Construction Group	Jacksonville, FL	\$1,291,172.97
FSV Construction Company	Miami, FL	\$1,316,645.40
A.G. Pifer Construction, Inc.	Daytona Beach, FL	\$1,448,089.13
Coastal Reconstruction Group	Longwood, FL	\$1,513,737.30

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.



Bid Review

May 14, 2025

City of DeLand
Mr. Ray Bahrami
City Engineer
bahramir@deland.org
386.626.7189

Re: Fire Station 83 Renovations
Bid Review-Bid No. B-25-05

Commission No. 2023-P031

Dear Mr. Bahrami

jl2 Architecture has received the apparent low bid contractor's (Qualis General Contractors, LLC) bid package for Bid No. B-25-05 submitted to the City of DeLand on May 1, 2025. jl2 has reviewed the City of DeLand calculated bid forms, experience and City of DeLand's reference check provided. Subject to approval by the City of DeLand's legal counsel and based on the City of DeLand's direction, we take no exception to the City of DeLand awarding the construction portion for the renovations of Fire Station 83, to Qualis General Contractors, LLC, on the basis of being the low and most responsive bidder in the amount of \$975,372.30 (for the base bid plus alternate bid item no. 1)

Sincerely,

A handwritten signature in black ink, appearing to read 'Johnnie Lohrum Jr.', is written over the jl2 ARCHITECTURE logo.

Johnnie Lohrum Jr., RA
President

CITY OF DELAND
Request for Commission Action
June 2, 2025

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

DEPARTMENT: Admin Services

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: FF 2025 SITE MAP

APPROVED BY: Michael Pleus, City Manager, May 25, 2025

SUMMARY/HIGHLIGHT:

The Parks & Recreation Department will be hosting their annual Firecracker Festival at Earl Brown Park on Fri., July 3rd, 2025 from 6:00-9:00 p.m. The event will consist of fireworks, local food vendors, live music and a children's area. Parks & Recreation is requesting that the sale and consumption of alcohol (beer and wine only) be approved for the event. The alcohol vendor is undetermined at this time.

Beer consumption will be allowed within Earl Brown Park. Barricades with signs indicating "no beer or wine beyond this point" will be erected and event staff will monitor this area as well. Beer and wine will be sold at or near the concession stand. The consumption of alcohol will remain within the wagon wheel area of Earl Brown Park. Event staff will assist in monitoring the area.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Preserving sense of community as a key asset.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the City Commission approve the sale and consumption of alcoholic beverages (beer and wine only) at the designated locations for the Firecracker Festival event on July 3, 2025.

BACKGROUND/DISCUSSION:

Parks & Recreation is requesting the approval for the sale and consumption of alcohol at Earl Brown Park for the annual Firecracker Festival.



3:00PM - 5:00PM - FOOD TRUCK LOAD IN

3:00PM - 5:00PM - VENDOR LOAD IN

4:00PM - 5:00PM - FOOD TRUCK INSPECTION

5:00PM - ALL VEHICLES OUT OF PARK

CITY OF DELAND
Request for Commission Action
June 2, 2025

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

DEPARTMENT: Utilities

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

ATTACHMENTS: Cost Share Agreement Amendment #2 Contract #38137

APPROVED BY: Michael Pleus, City Manager, May 25, 2025

SUMMARY/HIGHLIGHT:

In the prior fiscal year, the City Commission authorized a construction agreement with St. Johns River Water Management District for the construction of the Reclaim Water Main Extension Phase #5. This project included Part A, which was a reclaimed water main extension from The Cascades to the Crosscreek Subdivision for retro-fitting for reclaim lines. This project has been completed and placed online at this time. The Part B project for the construction of a river booster pump station was granted a time extension to June 30, 2025, by amendment #1 in September 2024.

The river booster pump station will not be completed prior to the June 30, 2025, deadline of the current agreement. This delay was brought about by the continuing delay of approval by Volusia County for the tract approval, building permit delay, and Duke Energy issues. None of this delay is caused by the current contractor for this project. The project will possibly be close to substantial completion, but the punch list and close-out documents are not expected to take until September 2025.

Staff approached St. Johns Water Management District for an additional extension of the contract just in case. The amendment #2 before you for approval was approved by the Governing Board on May 13, 2025, granting the city an additional six months to complete the project. This would allow the city until December 31, 2025, to use up the remaining grant money.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability.

SUSTAINABILITY:

Natural Resource Limits.

FISCAL IMPACT:

No additional impact is expected for this project, as this is just a time extension amendment.

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

N/A

**AMENDMENT 2 TO THE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND THE CITY OF DELAND
FOR DELAND RECLAIMED WATER MAIN EXTENSION PHASE 5**

THIS AMENDMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the “District”), whose mailing address is 4049 Reid Street, Palatka, Florida 32177-2571, and the CITY OF DELAND (“Recipient”), whose address is 120 South Florida Avenue, DeLand, Florida 32720 and is effective on the date the last party has executed same.

PREMISES:

The parties entered into Agreement No. 38137 on April 26, 2023, for Deland Reclaimed Water Main Extension Phase 5 (“Agreement”) and amended the Agreement on September 25, 2024 (Amendment 1). The parties desire to amend the Agreement.

NOW, THEREFORE, in consideration of the above premises, which are hereby made a part of this amendment, the mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:

1. **TERM; WITHDRAWAL OF OFFER:** delete and replace with the following:

The term of this Agreement is from April 26, 2023 (“Effective Date”) until December 31, 2025 (“Completion Date”). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made before September 30, 2025. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof (e.g., delivery of a final report, will remain in full force and effect after the Completion Date as necessary to effect performance).

(a) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates 90 days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District’s Project Manager, stating the reason(s) therefor. Request for extension of time after the 90 days will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.

2. **ATTACHMENT A — STATEMENT OF WORK, V. TASK IDENTIFICATION AND TIME FRAMES:** delete and replace with the following:

The expiration date of this cost-share agreement is December 31, 2025. The projected schedule is as follows:

Task Description	Actual Start Date	Anticipated Completion Date
Construction	October 16, 2023	December 31, 2025

3. All other terms and conditions of the Agreement, including any prior amendments, are hereby ratified and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this amendment on the date set forth below.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CITY OF DELAND

By: _____
Mary Ellen Winkler, J.D., Assistant Executive Director

By: _____

Typed Name and Title

Date: _____

Date: _____

Attest: _____

Typed Name and Title

Kendall Siemiatkoski, J.M., SJRWMD QC Reviewer

CITY OF DELAND
Request for Commission Action
June 2, 2025

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

DEPARTMENT: Utilities

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

ATTACHMENTS: Change Order 1 TBL, B2409 Tabulation

APPROVED BY: Michael Pleus, City Manager, May 25, 2025

SUMMARY/HIGHLIGHT:

In July of 2024, The City awarded the East Regional Force Main (Phase A-1) project to TB Landmark Construction, Inc. This project was originally bid with an additive alternate for (Phase A-2). At the time that bids were received, there was not sufficient funding to award both (Phase A-1 and A-2), so the City proceeded to award the base bid only to TB Landmark. It was understood that we would possibly construct (Phase A-2) at a later date, if and when additional funding had been secured. TB Landmark is now over 50% complete with (Phase A-1) and Finance has advised staff that there are adequate funds to now pursue construction of (Phase A-2).

A meeting was held with the management at TB Landmark, who per the attached bid tabulation was the lowest bidder as well. City staff and Mead & Hunt were able to verify that the original pricing submitted in July of 2024 per the bid tab would still be honored by the contractor. Staff believes it is in the best interest of the city to Change Order (Phase A-2) to TB Landmark in an effort to conserve time and resources.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

Infrastructure.

FISCAL IMPACT:

A total of \$4,456,702.00 was included in the FY 22-23 fiscal year budget for this project, with \$259,713.00 for CEI services, \$2,570.00 for use permits and \$4,194,419.00 for construction. Construction award to the lowest bidder, TB Landmark, resulted in an obligation of (Phase A-1) base bid of \$4,194,419.00. Approval of Change Order No. 1 will result in an additional obligation of (Phase A-2) alternate bid amount of \$2,974,123.00 for a total of \$7,168,542.00. Bid documents for this project require that the contractor supply all materials needed for this job. Funds for this project are currently available in the Wastewater Trust Fund. A future budget amendment will be presented to the City Commission for approval to reallocate funds from reserve contingency (\$1,430,333) and fund balance reserves (\$1,543,790) to cover the costs of the project.

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

This is an important part of the wastewater collection system master planning effort. It will improve efficiency and capacity within the existing sewage collection system and provide future availability and capacity for new development activity in the north and east quadrants of the City's service area. It will support flow diversion from the gravity by collecting flow from existing interceptor force mains and provide future points of connection for new development. The East Regional Force Main continues to be one of the main focuses of the Utilities staff to support and maintain what has been approved and future growth to come. This is our second most important job behind the expansion of the wastewater plant. It is expected to be a continuous three-to-five-year design and build out if funding continues to be provided.

CHANGE ORDER NO. 1

Date: June 2nd, 2025

Project: East Regional Force Main (Part A)

Contractor: TB Landmark Construction, Inc
11220 New Berlin Rd.
Jacksonville, FL, 32226

Description: Award of Phase A2. Please see attached.

ADJUSTED SCHEDULE OF CONTRACT COSTS

Original Contract Amount.....	\$4,194,419.00
This Change Order No. 1	\$2,974,123.00
Adjusted Contract Cost.....	\$7,168,542.00

Contract time for Final Completion of phase A1 and A2 shall be extended by **180** days.

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.

James Ailes
Deputy Public Services/Utilities Director

Date

TB Landmark Construction, Inc



Martin Adams
General Manager

5/22/2025

Date



Title: Procurement Specialist

By: Not Al

Title: General Manager

City Clerk- Auditor

By: _____

Date: _____

CHANGE ORDER FORM

Project: ***CITY OF DELAND
EAST REGIONAL FORCE MAIN (PART A)
CITY# 24-09***

CHANGE ORDER NO. 1

DATE OF ISSUANCE: 5-21-2025 CONTRACTOR: TB Landmark Construction, Inc.

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 12/2/24
Original Contract Price	Original Contract Times
\$4,194,419.00	Substantial Completion: 240 days – July 30, 2025 Final Completion: + 30 days – August 29, 2025
Net changes from previous Change Orders	Net change from previous Change Orders
\$0.00	0 Days
Contract Price prior to this Change Order	Contract Times prior to this Change Order
\$4,194,419.00	Substantial Completion: 240 days – July 30, 2025 Final Completion: + 30 days – August 29, 2025
Net Increase (decrease) of this Change Order	Net Increase (decrease) of this Change Order
\$2,974,123.00	180 Days
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
\$7,168,542.00	Substantial Completion – A1: 240 days – July 30, 2025 Substantial Completion – A2: 180 days – January 26, 2026 Final Completion: + 30 days – February 25, 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 amount is hereby increased by \$2,974,123.00.

CONTRACT TIME: The contract time is hereby increased by 180 days.

III. JUSTIFICATION:

CONTRACT PRICE: TB Landmark has been awarded by the City their previously submitted Bid Alternate Part A2. See attached Section 00100 Project Description and previously submitted Alternate Bid Tab.

CONTRACT TIME: Additional contract days are needed to complete this approved alternate scope in work.

- 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: _____
(Authorized Signature) (Date)

Noah Adamoski, P.M.

ACCEPTED BY:

TB Landmark Construction, Inc.
(Contractor)

 _____
(Authorized Signature) 5/22/2025
(Date)

Martin Adams, General Manager
Printed Name

APPROVED BY:

City of DeLand
(Owner)

By: _____
(Authorized Signature) (Date)

Printed Name

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00310, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of "EAST SIDE REGIONAL FORCE MAIN (PART A)" for the City of DeLand, Florida, complete in every respect in strict accordance with the drawings, project manual and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00310" attached and made a part of this Bid.

Four Million, One Hundred Ninety Four Thousand, Four Hundred Nineteen Dollars and Zero Cents **Total Base Bid Total (In Words)**

Dollars \$ 4,194,419.00 (In Figures)

Two Million, Nine Hundred Seventy Four Thousand, One Hundred Twenty Three Dollars & Zero Cents **Alternate Part A2 (In Words)**

Dollars \$ 2,974,123.00 (In Figures)

1.01 COMPLETION TIME OF CONTRACT

- A. The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the work on the **EAST SIDE REGIONAL FORCE MAIN (PART A)** project shall be substantially completed within **240 days** if the base bid accepted, or **420 days** if the base bid and bid alternate is accepted. All remaining work shall be completed within **30 days** of the Notice of Substantial Completion.
- B. The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, which any work shall remain uncompleted after the completion times stipulated above the sum of **\$600 (Six Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Project Manual, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or

SECTION 00100

INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.01 PROJECT DESCRIPTION

- A. The work of this project consists of furnishing all labor, materials, equipment, tools, transportation, services, and incidentals and performing all work necessary to construct

EAST SIDE REGIONAL FORCE MAIN - (PART A)

Base Bid Part A1: Drilling of approximately 6,400 LF of 24" Fusible PVC, 1,600 LF of 20" HDPE, 2,500 LF of 10" HDPE, and 1,200 LF of 4" HDPE, of sewage force main from E New Hampshire Ave, up S Garfield Ave, and ending at E Voorhis Ave. This work also includes connection of existing pump stations #02 and #61 to the new proposed East Regional Force Main.

Bid Alternate Part A2: Drilling of approximately 7,000 LF of 24" DR-11 HDPE of sewage force main on E Voorhis Ave. This work also includes connection of existing pump stations #33, and #34 to the new proposed East Regional Force Main.

- B. All above referenced work shall be complete, in place, and ready for service in accordance with the drawings and project manual prepared therefore by Mead & Hunt Inc., and entitled, "EAST SIDE REGIONAL FORCE MAIN (PART A)".
- C. The location of the project is City of DeLand, Volusia County, Florida.

1.02 DEFINED TERMS

Terms used in the Instructions to Bidders are defined and have the meanings assigned to them in the General Conditions.

1.03 COPIES OF BIDDING DOCUMENTS

- A. Only complete sets of Bidding Documents will be issued and shall be used in preparing bids. Neither the OWNER nor the ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets.
- B. Complete sets of Bidding Documents may be obtained in the manner and at the location stated in the Invitation to Bid.

1.04 RECEIPT OF BIDS

The Place to which proposal must be delivered, the amount of Proposal Security required and the date, time and place of opening of proposals, are stated in the Invitation to Bid. The Proposal form amplifies the Advertisement in indicating the location and description of the project to be

**SECTION 00310
CITY OF DELAND
EAST SIDE REGIONAL FORCE MAIN (PART A2)
ALTERNATE BID
SCHEDULE OF UNIT PRICES**

ITEM #	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
A2-1	Clearing and Grubbing	1	LS	\$10,450.00	\$10,450.00
A2-2	Pre-Construction Video	1	LS	\$15,000.00	\$15,000.00
A2-3	Field Locate and Expose Existing Utilities	1	LS	\$39,737.00	\$39,737.00
A2-4	Furnish and Install C-900 PVC				
	a) 4"	-	LF		
	b) 6"	25	LF	\$700.00	\$17,500.00
	c) 10"	-	LF		
	d) 12"	-	LF		
	e) 16"	-	LF		
	f) 18"	-	LF		
	g) 20"	-	LF		
	h) 24"	250	LF	\$950.00	\$237,500.00
A2-5	Furnish and Install Fusible PVC Force Main by HDD				
	a) 24"	-	LF		
A2-6	Furnish and Install HDPE (DR 11) Force Main by HDD				
	a) 4"	-	LF		
	d) 10"	-	LF		
	f) 20"	-	LF		
	g) 24"	7000	LF	\$269.00	\$1,883,000.00
A2-7	Gate Valves and Valve Boxes				
	a) 4"	3	EA	\$4,757.00	\$14,271.00
	b) 6"	3	EA	\$5,809.00	\$17,427.00
	c) 8"	-			
	d) 10"	-			
	e) 12"	-	EA		
	f) 16"	-			
	g) 18"	2	EA	\$27,000.00	\$54,000.00
	h) 20"	-			
	i) 24"	8	EA	\$32,000.00	\$256,000.00
A2-8	Air-Release Valve Assembly (2-inch)	7	EA	\$20,545.00	\$143,815.00
A2-9	Tie-Ins				
	a) 4"	1	EA	\$20,887.00	\$20,887.00
	b) 6"	1	EA	\$15,000.00	\$15,000.00
	c) 8"	-	EA		
	d) 10"	-	EA		
	e) 12"	-	EA		
	f) 16"	-	EA		
	g) 18"	-	EA		
	h) 24"	-	EA		
A2-10	Concrete Driveways / Sidewalks (Remove and Replace)				
	a) 4" thick	-	SY		
	b) 6" thick	65	SY	\$140.00	\$9,100.00
A2-11	Open Cut and Asphalt Repair	65	SY	\$300.00	\$19,500.00
A2-12	Concrete Curb (Remove and Replace)	-	LF		
A2-13	Maintenance of Traffic	1	LS	\$53,626.00	\$53,626.00
A2-14	Erosion and Turbidity Control / NPDES Permit Requirements	1	LS	\$12,000.00	\$12,000.00
A2-15	Layout / As-builts	1	LS	\$20,000.00	\$20,000.00
A2-16	Electronic Marker Balls				
	a) Programmable	65	EA	\$150.00	\$9,750.00
	b) Non-Programmable	10	EA	\$125.00	\$1,250.00
A2-17	Ductile Iron Fittings - Add or Delete	2	TN	\$18,155.00	\$36,310.00
A2-18	Landscape and Irrigation Restoration	1	LS	\$8,000.00	\$8,000.00
A2-19	Allowance	1	LS	\$80,000.00	\$80,000.00
TOTAL BASE BID					\$2,974,123.00

Submitted by:  Martin Adams, General Manager
Contractor: T B Landmark Construction, Inc.
Address: 11220 New Berlin Road, Jacksonville, FL 32226
Telephone: (904) 751-1016 Fax: (904) 751-4125
State of Florida Certified General Contractor or Underground Contractor (Required Information)
Licensee: Robin R. Thigpen License No.: CGC060694/CUC057226



LIMITED POWER OF ATTORNEY

STATE OF FLORIDA
COUNTY OF DUVAL

Known all men by these presents, T B Landmark Construction, Inc. ("T B Landmark"), a Florida Corporation with principal offices at 11220 New Berlin Road, Jacksonville, Florida 32226 does hereby irrevocably constitute, nominate, appoint and authorize, Martin Adams, who presently resides at 6042 Antigua Court, Orange Park, FL 32003, and who is presently employed by T B Landmark holding the position of General Manager, as its true and lawful attorney-in-fact, to do in its name and on its behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of its bid for the proposed project, including but not limited to signing and submission of all bids, and other documents and writings, participating in bidders and other conferences, providing information/responses, representing it in all matters relating to the bidding process, signing and execution of all contracts and undertakings consequent to acceptance of its bid, and generally dealing with the necessary parties in all matters in connection with or relating to or arising out of its bid for the proposed project and/or upon award thereof to T B Landmark.

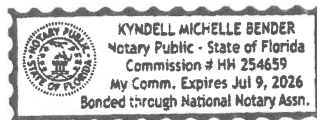
And T B Landmark hereby agrees to ratify and confirm, and does hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by its said attorney-in-fact pursuant to and in exercise of the powers conferred by this limited power of attorney, and that all acts, deeds, and things done by its said attorney-in-fact in exercise of the powers hereby conferred shall and shall always be deemed to have been done by T B Landmark.

In witness whereof, Robin Thigpen, on behalf of T B Landmark as its President, has executed this power of attorney on this 18th day of January, 2024.

Robin Thigpen, President
T B Landmark Construction, Inc.

SWORN AND SUBSCRIBED BEFORE ME THIS 18TH DAY OF JANUARY, 2024 BY ROBIN THIGPEN.

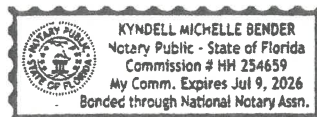
Kyndell Bender
(Notary Public)
Print Name: Kyndell Bender
My Commission Expires: 07/9/2026



Accepted by: Mt Adams
Martin Adams, General Manager
T B Landmark Construction, Inc.

SWORN AND SUBSCRIBED BEFORE ME THIS 18TH DAY OF JANUARY, 2024 BY MARTIN ADAMS.

Kyndell Bender
(Notary Public)
Print Name: Kyndell Bender
My Commission Expires: 07/9/2026



Utility & Pipeline Contractors • Directional Drill Contractor
11220 New Berlin Rd • Jacksonville, FL 32226 • Phone: (904) 751-1016 • Fax: (904) 751-4125
CGC060694 • CUC057226

B-24-09 / East Side Regional Force Main (Part A1)

Tabulation

ITEM #	DESCRIPTION	QTY	UNIT	Accurate Drilling Systems, Inc.		DBE Utility Services		Quality Enterprises USA, Inc.		TB Landmark Construction, Inc.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A1-1	Mobilization / Demobilization	1	LS	\$169,500.00	\$169,500.00	\$217,500.00	\$217,500.00	\$712,000.00	\$712,000.00	\$143,099.00	\$143,099.00
A1-2	Clearing and Grubbing	1	LS	\$40,325.00	\$40,325.00	\$36,000.00	\$36,000.00	\$47,024.00	\$47,024.00	\$10,450.00	\$10,450.00
A1-3	Pre-Construction Video	1	LS	\$3,720.00	\$3,720.00	\$3,300.00	\$3,300.00	\$2,440.00	\$2,440.00	\$7,862.00	\$7,862.00
A1-4	Field Locate and Expose Existing Utilities	1	LS	\$23,300.00	\$23,300.00	\$22,900.00	\$22,900.00	\$7,005.00	\$7,005.00	\$30,337.00	\$30,337.00
A1-5	Furnish and Install C-900 PVC										
	a) 4"	60	LF	\$39.00	\$2,340.00	\$207.50	\$12,450.00	\$99.00	\$5,940.00	\$248.00	\$14,880.00
	b) 6"		LF								
	c) 10"	50	LF	\$114.00	\$5,700.00	\$685.00	\$34,250.00	\$264.00	\$13,200.00	\$965.00	\$48,250.00
	d) 12"	100	LF	\$123.00	\$12,300.00	\$310.00	\$31,000.00	\$190.00	\$19,000.00	\$417.00	\$41,700.00
	e) 16"	25	LF	\$230.00	\$5,750.00	\$275.00	\$6,875.00	\$273.00	\$9,325.00	\$297.00	\$9,925.00
	f) 18"	12	LF	\$390.00	\$4,680.00	\$412.50	\$4,950.00	\$505.00	\$6,060.00	\$1,132.00	\$13,584.00
	g) 20"	200	LF	\$165.00	\$33,000.00	\$450.00	\$90,000.00	\$385.00	\$77,000.00	\$521.00	\$104,200.00
	h) 24"	275	LF	\$240.00	\$66,000.00	\$1,233.00	\$339,075.00	\$931.00	\$256,025.00	\$1,338.00	\$367,950.00
A1-6	Furnish and Install Fusible PVC Force Main by HDD										
	a) 24"		LF								
A1-7	Furnish and Install HDPE (DR 11) Force Main by HDD										
	a) 4"	1200	LF	\$69.00	\$82,800.00	\$40.00	\$48,000.00	\$75.00	\$90,000.00	\$60.00	\$72,000.00
	b) 10"	2500	LF	\$109.50	\$273,750.00	\$117.00	\$292,500.00	\$143.00	\$357,500.00	\$103.00	\$257,500.00
	c) 20"	1600	LF	\$253.00	\$404,800.00	\$275.00	\$440,000.00	\$294.00	\$470,400.00	\$224.00	\$358,400.00
	d) 24"	6400	LF	\$330.00	\$2,112,000.00	\$364.20	\$2,330,880.00	\$356.00	\$2,278,400.00	\$269.00	\$1,721,600.00
A1-8	Gate Valves and Valve Boxes										
	a) 4"	4	EA	\$2,580.00	\$10,320.00	\$2,875.00	\$11,500.00	\$4,294.00	\$17,176.00	\$2,708.00	\$10,832.00
	b) 6"		EA								
	c) 8"	3	EA	\$3,870.00	\$11,610.00	\$4,025.00	\$12,075.00	\$3,566.00	\$10,698.00	\$3,722.00	\$11,166.00
	d) 10"	4	EA	\$5,300.00	\$21,200.00	\$5,360.00	\$21,440.00	\$8,169.00	\$32,676.00	\$4,800.00	\$19,200.00
	e) 12"	3	EA	\$6,330.00	\$18,990.00	\$6,270.00	\$18,810.00	\$5,869.00	\$17,607.00	\$6,012.00	\$18,036.00
	f) 16"	2	EA	\$12,840.00	\$25,680.00	\$9,550.00	\$19,100.00	\$10,163.00	\$20,326.00	\$9,478.00	\$18,956.00
	g) 18"	2	EA	\$22,200.00	\$44,400.00	\$19,335.00	\$38,670.00	\$44,625.00	\$89,250.00	\$18,150.00	\$36,300.00
	h) 20"	3	EA	\$22,850.00	\$68,550.00	\$20,120.00	\$60,360.00	\$22,408.00	\$67,224.00	\$18,390.00	\$55,170.00
	i) 24"	9	EA	\$30,200.00	\$271,800.00	\$28,565.00	\$257,085.00	\$28,506.00	\$256,554.00	\$25,047.00	\$225,423.00
A1-9	Air-Release Valve Assembly (2-inch)	5	EA	\$6,400.00	\$32,000.00	\$10,800.00	\$54,000.00	\$9,810.00	\$49,050.00	\$20,545.00	\$102,725.00
A1-10	Tie-Ins										
	a) 4"	1	EA	\$10,320.00	\$10,320.00	\$9,100.00	\$9,100.00	\$9,983.00	\$9,983.00	\$12,250.00	\$12,250.00
	b) 6"		EA								
	c) 8"	1	EA	\$12,300.00	\$12,300.00	\$11,160.00	\$11,160.00	\$10,523.00	\$10,523.00	\$9,430.00	\$9,430.00
	d) 10"	1	EA	\$22,230.00	\$22,230.00	\$14,900.00	\$14,900.00	\$10,870.00	\$10,870.00	\$16,110.00	\$16,110.00
	e) 12"	1	EA	\$19,800.00	\$19,800.00	\$11,660.00	\$11,660.00	\$11,147.00	\$11,147.00	\$15,880.00	\$15,880.00
	f) 16"	1	EA	\$3,760.00	\$3,760.00	\$7,950.00	\$7,950.00	\$15,138.00	\$15,138.00	\$40,000.00	\$40,000.00
	g) 18"	1	EA	\$34,800.00	\$34,800.00	\$39,500.00	\$39,500.00	\$15,816.00	\$15,816.00	\$48,000.00	\$48,000.00
	h) 24"	1	EA	\$12,825.00	\$12,825.00	\$9,900.00	\$9,900.00	\$20,267.00	\$20,267.00	\$23,019.00	\$23,019.00
A1-11	Concrete Driveways / Sidewalks (Remove and Replace)										
	a) 4" thick	50	SY	\$127.00	\$6,350.00	\$315.00	\$15,750.00	\$103.00	\$5,150.00	\$95.00	\$4,750.00
	b) 6" thick	30	SY	\$169.00	\$5,070.00	\$520.00	\$15,600.00	\$154.00	\$4,620.00	\$140.00	\$4,200.00
A1-12	Open Cut and Asphalt Repair	300	SY	\$196.00	\$58,800.00	\$68.50	\$20,550.00	\$243.00	\$72,900.00	\$180.00	\$54,000.00
A1-13	Concrete Curb (Remove and Replace)										
A1-14	Maintenance of Traffic	1	LS	\$164,620.00	\$164,620.00	\$34,200.00	\$34,200.00	\$60,688.00	\$60,688.00	\$70,043.00	\$70,043.00
A1-15	Erosion and Turbidity Control / NPDES Permit Requirements	1	LS	\$4,000.00	\$4,000.00	\$22,200.00	\$22,200.00	\$11,484.00	\$11,484.00	\$4,102.00	\$4,102.00
A1-16	Layout / As-built	1	LS	\$26,700.00	\$26,700.00	\$48,800.00	\$48,800.00	\$6,100.00	\$6,100.00	\$35,280.00	\$35,280.00
A1-17	Electronic Marker Balls										
	a) Programmable	80	EA	\$230.00	\$18,400.00	\$477.00	\$38,160.00	\$53.00	\$4,240.00	\$150.00	\$12,000.00
	b) Non-Programmable	10	EA	\$166.00	\$1,660.00	\$166.00	\$1,660.00	\$25.00	\$250.00	\$125.00	\$1,250.00
A1-18	Ductile Iron Fittings - Add or Delete	2	TN	\$114,850.00	\$229,700.00	\$27,777.20	\$55,554.40	\$18,761.00	\$37,522.00	\$18,155.00	\$36,310.00
A1-19	Landscape and Irrigation Restoration	1	LS	\$46,450.00	\$46,450.00	\$34,700.00	\$34,700.00	\$73,124.00	\$73,124.00	\$8,250.00	\$8,250.00
A1-20	Allowance	1	LS	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
BASE BID TOTAL				\$4,522,300.00		\$4,894,064.40		\$5,381,702.00		\$4,194,419.00	

B-24-09 / East Side Regional Force Main (Part A2)

Tabulation

ITEM #	DESCRIPTION	QTY	UNIT	Accurate Drilling Systems, Inc.		DBE Utility Services		Quality Enterprises USA, Inc.		TB Landmark Construction, Inc.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A2-1	Clearing and Grubbing	1	LS	\$36,400.00	\$36,400.00	\$7,620.00	\$7,620.00	\$85,929.00	\$85,929.00	\$10,450.00	\$10,450.00
A2-2	Pre-Construction Video	1	LS	\$3,925.00	\$3,925.00	\$700.00	\$700.00	\$6,957.00	\$6,957.00	\$15,000.00	\$15,000.00
A2-3	Field Locate and Expose Existing Utilities	1	LS	\$40,260.00	\$40,260.00	\$15,250.00	\$15,250.00	\$39,944.00	\$39,944.00	\$39,737.00	\$39,737.00
A2-4	Furnish and Install C-900 PVC										
	a) 4"		LF								
	b) 6"	25	LF	\$97.00	\$2,425.00	\$317.00	\$7,925.00	\$159.00	\$3,975.00	\$700.00	\$17,500.00
	c) 10"		LF								
	d) 12"		LF								
	e) 16"		LF								
	f) 18"		LF								
	g) 20"		LF								
	h) 24"	250	LF	\$275.00	\$68,750.00	\$1,200.00	\$300,000.00	\$527.00	\$131,750.00	\$950.00	\$237,500.00
A2-5	Furnish and Install Fusible PVC Force Main by HDD										
	a) 24"		LF								
A2-6	Furnish and Install HDPE (DR 11) Force Main by HDD										
	a) 4"		LF								
	b) 10"		LF								
	c) 20"		LF								
	d) 24"	7000	LF	\$344.20	\$2,409,400.00	\$365.00	\$2,555,000.00	\$349.00	\$2,443,000.00	\$269.00	\$1,883,000.00
A2-7	Gate Valves and Valve Boxes										
	a) 4"	3	EA	\$2,650.00	\$7,950.00	\$2,875.00	\$8,625.00	\$3,913.00	\$11,739.00	\$4,757.00	\$14,271.00
	b) 6"	3	EA	\$2,960.00	\$8,880.00	\$3,200.00	\$9,600.00	\$4,554.00	\$13,662.00	\$5,809.00	\$17,427.00
	c) 8"		EA								
	d) 10"		EA								
	e) 12"		EA								
	f) 16"		EA								
	g) 18"	2	EA	\$23,300.00	\$46,600.00	\$22,100.00	\$44,200.00	\$25,820.00	\$51,640.00	\$27,000.00	\$54,000.00
	h) 20"		EA								
	i) 24"	8	EA	\$31,820.00	\$254,560.00	\$28,550.00	\$228,400.00	\$28,485.00	\$227,880.00	\$32,000.00	\$256,000.00
A2-8	Air-Release Valve Assembly (2-inch)	7	EA	\$6,925.00	\$48,475.00	\$10,130.00	\$70,910.00	\$9,772.00	\$68,404.00	\$20,545.00	\$143,815.00
A2-9	Tie-ins										
	a) 4"	1	EA	\$6,170.00	\$6,170.00	\$14,175.00	\$14,175.00	\$9,983.00	\$9,983.00	\$20,887.00	\$20,887.00
	b) 6"	1	EA	\$9,575.00	\$9,575.00	\$11,050.00	\$11,050.00	\$10,213.00	\$10,213.00	\$15,000.00	\$15,000.00
	c) 8"		EA								
	d) 10"		EA								
	e) 12"		EA								
	f) 16"		EA								
	g) 18"		EA								
	h) 24"		EA								
A2-10	Concrete Driveways / Sidewalks (Remove and Replace)										
	a) 4" thick		SY								
	b) 6" thick	65	SY	\$175.00	\$11,375.00	\$236.00	\$15,340.00	\$120.00	\$7,800.00	\$140.00	\$9,100.00
A2-11	Open Cut and Asphalt Repair	65	SY	\$283.00	\$18,395.00	\$550.00	\$35,750.00	\$299.00	\$19,435.00	\$300.00	\$19,500.00
A2-12	Concrete Curb (Remove and Replace)										
A2-13	Maintenance of Traffic	1	LS	\$49,500.00	\$49,500.00	\$27,000.00	\$27,000.00	\$118,835.00	\$118,835.00	\$53,626.00	\$53,626.00
A2-14	Erosion and Turbidity Control / NPDES Permit Requirements	1	LS	\$12,100.00	\$12,100.00	\$22,200.00	\$22,200.00	\$33,854.00	\$33,854.00	\$12,000.00	\$12,000.00
A2-15	Layout / As-built	1	LS	\$19,120.00	\$19,120.00	\$10,000.00	\$10,000.00	\$17,393.00	\$17,393.00	\$20,000.00	\$20,000.00
A2-16	Electronic Marker Balls										
	a) Programmable	65	EA	\$252.00	\$16,380.00	\$442.00	\$28,730.00	\$53.00	\$3,445.00	\$150.00	\$9,750.00
	b) Non-Programmable	10	EA	\$176.00	\$1,760.00	\$101.00	\$1,010.00	\$25.00	\$250.00	\$125.00	\$1,250.00
A2-17	Excavate Iron Fittings - Add or Delete	2	TN	\$31,900.00	\$63,800.00	\$27,777.00	\$55,554.40	\$18,761.00	\$37,522.00	\$18,155.00	\$36,310.00
A2-18	Landscape and Irrigation Restoration	1	LS	\$20,700.00	\$20,700.00	\$21,500.00	\$21,500.00	\$28,797.00	\$28,797.00	\$8,000.00	\$8,000.00
A2-19	Allowance	1	LS	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00
BID ALTERNATE TOTAL				\$3,236,500.00	\$3,570,539.40	\$3,570,539.40	\$3,682,407.00	\$3,682,407.00	\$3,682,407.00	\$2,974,123.00	\$2,974,123.00

CITY OF DELAND
Request for Commission Action
June 2, 2025

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

DEPARTMENT: Utilities

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

ATTACHMENTS: Change Order 1 GU

APPROVED BY: Michael Pleus, City Manager, May 25, 2025

SUMMARY/HIGHLIGHT:

In April of 2024, The City awarded the Fiscal Year (FY) 2024 Water Main Improvements project to General Underground, LLC. This project was completed in April 2025, but has not been closed out. The contractor working with staff was able to provide a construction cost savings of \$263,986 from his original bid awarded price. The original bid was \$245,430 less than what was in the budget line item. Design and other costs came in under budget by 62,497, thus leaving a balance of \$571,913 in the 2024 Water Main Improvement budget.

During the construction phase, there were several other areas that were in need of relocation improvements for State and County Project conflicts. Following evaluation of these areas, staff proceeded with preliminary design in order to obtain pricing. General Underground provided quotes on the two areas of concern: FDOT Bridge Project at St. John's Marina and Beresford Avenue extension adjustments at Summit Avenue. Both of these were not planned projects in advance to budget properly.

Beresford Avenue at Summit Avenue improvements consist of relocation of an existing 12" water main to accommodate the extension of the road and realignment of the road, due to bid late summer 2025. The existing water main on Summit will conflict with the storm ponds and elevation changes and is built in Volusia County Right of Way requiring the city to relocate at our cost. The sewer and reclaim lines were able to be avoided and will not require relocation. Design was done in house by engineering staff to save money.

The FDOT Bridge Project at St. John's Marina improvement consist of relocation of a 4" that was previously installed for the project over three years ago, but a last-minute change to deepening of a pond by the FDOT required us to abandon the pipe recently. The FDOT delayed us from reconnecting along the road way until they were completed due to time delays of their contractor on the four-year project.

Both of these improvements are time sensitive due to permits and construction activities. If approved, this change order to General Underground would save the city considerable time otherwise spent obtaining alternative pricing as well as vetting potential bidders. General Underground has done comparable work in the past and in the interest of continuity, Staff would like to change order these two projects to General Underground, LLC.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Infrastructure.

FISCAL IMPACT:

Approval of Change Order No. 1 will result in an additional obligation of \$307,927.00. Funding is available in the Water Trust Fund to cover the additional costs.

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

N/A

CHANGE ORDER NO. 1

Date: June 2nd, 2025

Project: FY 2024 Water Main Improvements

Contractor: General Underground, LLC
PO Box 870
Chiefland, FL, 32644

Description: Install 4" HDPE at St. John's Marina; Relocate existing utilities along Beresford Ave to accommodate the road extension.

ADJUSTED SCHEDULE OF CONTRACT COSTS

Original Contract Amount.....\$2,075,420.00

This Change Order No. 1\$563,169.00

Adjusted Contract Cost..... \$2,638,589.00

Contract time for Final Completion shall be extended by **120** days.

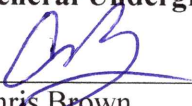
CERTIFICATION:

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.

James Ailes
Deputy Public Services/Utilities Director

Date

General Underground, LLC

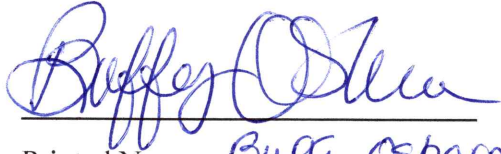


Chris Brown
President

5/19/2025

Date

Attest:



Printed Name: Buffy Osborne

Title: Admin. Asst.

ATTEST:

Julie A. Hennessy, MMC

City Clerk- Auditor

General Underground, LLC

By: _____

Printed Name: Chris Brown

Title: President, Managing Member

CITY OF DELAND

By: _____

Christopher M. Cloudman,
Commissioner-Mayor

Date: _____

CITY OF DELAND
Request for Commission Action
June 2, 2025

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

DEPARTMENT: Utilities

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

ATTACHMENTS: Ford 472 USA partially signed

APPROVED BY: Michael Pleus, City Manager, May 25, 2025

SUMMARY/HIGHLIGHT:

The Ford 472 Canopy Preserve subdivision complex project is located at the north west corner of the intersection of Martin Luther King Road and Cassadaga Road. The proposed subdivision will equate to two hundred and three (203) residential units. 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. As is consistent with City policy, the developer has executed this agreement for the use and planned improvements to allow increased density in proportion to the capacity of such utilities used by the developer.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Infrastructure

FISCAL IMPACT:

At buildout, the city will receive water and sewer impact fees and ongoing utility revenue from the two hundred and three (203) residential units constructed.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached Utility Service Agreement for the Ford 472 Canopy Preserve subdivision

BACKGROUND/DISCUSSION:

N/A

**UTILITY SERVICE AGREEMENT
FOR
FORD 472 CANOPY PRESERVE SUBDIVISION**

THIS AGREEMENT is entered into this ____ day of _____, 2025, between the City of DeLand (City) and, Pulte Group (Developer) regarding utility service for the, Ford 472 Canopy Preserve subdivision 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 on the North East corner of the intersection of Blue Lake Ave Extension and Cassadaga Road Extension, FL and described as:

TAX PARCEL NUMBERS
800100000020

01-18-30 E 3/4 OF GOV LOT 1 N OF ST RD 15A EXC E 1/2 OF NE 32 ACRES & EXC NEW R/W WEST VOLUSIA BELTLINE IN E 124.66 FT ON S/L & EXC POND #2 IN N 304.74 FT OF S 378.34 FT OF E 200 FT W OF BELTLINE & INC N 900 FT OF W 1/4 OF GOV LOT 1 N OF ST RD 15A E OF BLUE LAKE AVE & INC W 975 FT OF E 1280 FT OF N 365 FT OF GOV LOT 6 N OF ST RD 15A EXC PORTION OF W 1/4 GOV LOT 1 N OF SR 15A MEAS 660.18 ON THE W/L & 209.64 FT ON N/L & THAT PART OF BLUE LAKE AVE IN N 900 FT PER OR 8336 PG 0276 PER OR 2524 PG 0249 PER OR 6422 PG 0076 PER OR 6732 PG 0282 PER OR 7180 PG 3811

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

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

- One Wet Tap Water Main connection with a 12" X 12" X 8" Stainless Steel tapping sleeves, one 8" Gate Valves, and approximately 10 LF +/- of 8" PVC piping.
- One Wet Tap Water Main connection with a 12" X 12" X 6" Stainless Steel tapping sleeve, one 6" Gate Valve, and approximately 10 LF +/- of 6" PVC piping.
- One Water Main connection to existing Water Main stubout, install Fire Hydrant and approximately 700 LF +/- of 8" PVC piping.

- One 6" Core to existing Manhole and approximately 1100 LF +/- of 6" HDPE or PVC force main piping.
- One Wet Tap Reclaim connection with a 12" X 12" X 12" Stainless Steel tapping sleeve, one 12" gate valve and approximately 1700 LF +/- of 12" PVC and installed Volusia County wholesale meter. A 12" X 12" X 6" tee with a 6" gate valve 70 LF +/- 6" PVC and 2" Blow off.
- 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.

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. All onsite water and sewer improvements shall be conveyed and dedicated to the City.

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.

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

Section 9. Additional documents to be provided before acceptance of facilities. In addition to the documents of title listed in the previous paragraph, the Developer shall provide to the City the following documents prior to acceptance of the facilities: As-built drawings of utility improvements, (one hard copy signed and sealed, one PDF and one AUTOCAD delivered on a USB drive) furnished one week prior to final inspection; an accounting of the actual costs (schedule of values) for on-site and off-site construction; letters of acceptance from the appropriate

regulatory agency for the systems; certification by the design engineer that the system was constructed as designed; and right-of-way use permits and other permits and licenses obtained from applicable government agencies.

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

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

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

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

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

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

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

Section 17. Covenant to support annexation. As a condition of supplying potable water, sanitary sewer or reuse service to the proposed, Ford 472 Canopy Preserve subdivision, 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.



Title: DIRECTOR OF HUMAN DEVELOPMENT

Name: _____

Hose

P. Duno

Witness

Christopher M. Cloudman

Julie A. Hennessy

City Clerk - Auditor

Witness

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DEVELOPMENT TEAM:

DEVELOPER

*PULTE GROUP
4901 VINELAND ROAD SUITE 460
ORLANDO, FLORIDA 32811
PHONE: (407) 661 2152*

ENGINEER

*KELLY, COLLINS & GENTRY, INC.
1700 NORTH ORANGE AVENUE,
SUITE 400
ORLANDO, FLORIDA 32804
PHONE: (407) 898-7858
FAX: (407) 898-1488*

SURVEYOR

*ALLEN & COMPANY
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
PHONE: (407) 654-5355*

LANDSCAPE ARCHITECT

*BONNET DESIGN GROUP, LLC
PHONE: (407) 463-0136*

UTILITIES:

WATER & SEWER

*CITY OF DELAND
1101 SOUTH AMELIA AVENUE,
DELAND, FLORIDA 32724
PHONE: (386) 626-7250*

RECLAIM WATER (WHOLESALE PROVIDER TO CITY)

*VOLUSIA COUNTY UTILITIES
123 W INDIANA AVE, DELAND, FLORIDA 32720
PHONE: (386) 736-2700*

CITY OF DELAND
Request for Commission Action
June 2, 2025

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

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: ORD-2025-08 Shade Structures, LDR25-68 Staff Report, LDR Revisions, Business Impact Estimate - Shade Structure

APPROVED BY: Michael Pleus, City Manager, May 25, 2025

SUMMARY/HIGHLIGHT:

Over the last several years, property owners within the C-2A zoning district have inquired about the installation of shade structures on daycare facilities and outdoor dining areas. The City's regulations do not allow shade structures within the C-2A zoning district. Staff is proposing to allow small shade structures, under 800 square feet, within the C-2A zoning district. The City's code lists uses with conditions such as size limitations as conditional uses. Following this pattern, staff has proposed allowing a shade structure under 800 square feet as a conditional use in the C-2A zoning district. The City's last city-wide survey results showed that residents desired additional options for the downtown area. Recognizing the limited options in the downtown, and understanding the need for additional options beyond shopping and dining, staff has proposed allowing indoor recreation facilities under 5,000 square feet to be allowed in the C-2A zoning district. Staff has also proposed a definition for indoor recreation facilities for clarity and ease-of-use. Finally, to provide a more efficient and streamlined process for applicants, staff is proposing to allow an administrative extension for inactive projects, rather than requiring these extension requests to be approved by City Commission. Staff is proposing to modify Section 33-17.23 – Allowed uses in Commercial and Industrial Zoning Districts - to allow indoor recreation facilities under 5,000 square feet as a conditional use in the C-2A zoning district, remove the duplicate reference to museums, add a new section - 33-19.01(27) listing indoor recreation facilities under 800 square feet as a conditional use in C-2A, and allow shade structures under 800 square feet as a conditional use in the C-2A zoning district; revise Section 33-132 - Procedure for Review of Development Plans - to allow the planning director to grant a one-time 90- day extension for incomplete plans, rather than requiring approval from city commission; and revise Section 33-12 – Definitions - to include a definition for indoor recreation facility.

At the May 14, 2025 Planning Board meeting, the Board recommended approval of the proposed revisions by a vote of 5-0. During the Planning Board meeting, staff presented a revised definition for indoor recreation facility drafted by the City Attorney, to allow indoor recreation as a conditional use in the table, rather than adding the use as a separate line in the table, and removed the proposed 21-day time frame for notifying the applicants of a project expiration period. The draft regulations attached to this Commission packet include these proposed revisions.

At the May 19, 2025, City Commission meeting, the City Commission voted to approve this Ordinance on first reading, by a vote of 5-0. During the public hearing, some of the Commission members asked questions about the permitting process and raised concerns regarding temporary tarps or shade structures. A building permit is required for permanent shade structures and the shade structures would need to meet building code requirements such as (but not limited to) anchoring, fire rating, and wind load requirements. The Building Department also reviews temporary shade structures as part of the special event permit process. Community

Design Standards (33-94) would also apply, and any properties within the Historic District and the Design District would have to meet specific community design standards, as well.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There is no fiscal impact to the city from the adoption of this ordinance.

RECOMMENDATION:

Staff recommends approval of this Ordinance on second reading.

BACKGROUND/DISCUSSION:

Staff finds that these revisions will provide additional consumer options and business opportunities within the C-2A zoning district by allowing small shade structures, providing for smaller indoor recreational opportunities within the downtown, and providing for streamlined, efficient processes for extensions of incomplete plans by allowing a staff-level extension, rather than requiring City Commission approval.

ORDINANCE NO. 2025 - 08

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

WHEREAS, it is necessary to amend Chapter 33 “Land Development Regulations” of the Code of Ordinances of the City of DeLand in order to update the regulations relating to Indoor Recreation and Shade Structures; and

WHEREAS, staff has undertaken a comprehensive review of regarding this section of the Land Development Regulations and finds that is necessary to amend this section and that the revisions will add clarity to the regulations and allow for easier administration of the Land Development code.

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

Section 1. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-12, “Definitions” by adding the new underlined language alphabetically, to be read in full as follows:

Sec. 33-12. -Definitions:

Indoor recreation facility means an enclosed building that houses recreational activities that are not specifically defined elsewhere in this code. Examples would include golf simulators, ax throwing, batting cages, go-kart tracks, etc. All activities must be located inside of the building.

Section 2. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-17.23 “Allowed uses in Commercial and industrial zoning Districts” by adding the new underlined language and by deleting the ~~strike-through~~ language, to be read in full as follows:

Sec. 33-17.23 – Allowed uses in Commercial and industrial zoning districts.

	P-1	BR	C-1	C-2	C-2A	C-2AC	C-3	C-4	M-1
RECREATION									

Bowling alleys, billiard parlors, skating rinks, and indoor recreation and amusement facilities and museums				P	<u>C</u> ²⁷	P			P
Carnivals and other temporary amusements and events in accordance with section 33-19									C
Museums	P			P	P	P			P
Music, dance, gymnasium, art school or studio, excluding discotheques			P	P	P		P		E ¹²
Nonprofit recreational organizations, lodges and fraternal orders									P
Organized physical activity center - predominantly scheduled instruction									C*
Outdoor recreation land use Per section 33-19.10									C*
Parks, community and regional	E ⁸	E ⁸	E ⁸	E ⁸	E ⁸			P	E ⁸
Parks, mini and neighborhood	P		P	P	P			P	
Recreational vehicle parks Per section 33-19.07									C*
Theatres and assembly halls		P		P	P	P			
MISCELLANEOUS									
Commercial Parking lots				P	P	P			
Communication towers	Per Chapter 33, Section 33-23								
Outdoor advertising signs				C ²² / E ²⁴		C ²² / E ²⁴		C ²² / E ²⁴	C ²² / E ²⁴
Public utilities									P
Public utilities, excluding microwave, radio telephone and television antennas		C						P	P
Shade structures less than 800 square feet, accessory use		C		C	<u>C</u>	C	C	C	C
Shade structure greater than 800 square feet, accessory use						E ²⁵	E ²⁵	E ²⁵	E ²⁵

Section 3. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-19.01 “Special requirements applicable to conditional uses” by adding the new underlined language and by deleting the ~~strike-through~~ language, to be read in full as follows:

(27) Maximum of 5,000 square feet in C-2A.

Section 4. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-132.01 "Procedure for review of development plans" by adding the new underlined language and by deleting the ~~strike-through language~~, to be read in full as follows:

Sec. 33-132. Procedure for review of development plans.

33-132.01. *Authorization by a development permit required prior to undertaking any development activity.*

(a) *Generally.* No development activity, as defined herein, may be undertaken unless a development permit authorizes the activity. P-1 BR C-1 C-2 C-2A C- 2AC C-3 C-4 M-1

(b) *Withdrawal of applications.* An application for development review may be withdrawn at any time.

(c) *Postpermit changes.* After a permit has been issued, it shall be unlawful to change, modify, alter, or otherwise deviate from the terms or conditions of the permit without first obtaining a modification of the permit. A modification may be applied for in the same manner as the original permit. A written record of the modification shall be entered upon the original permit and maintained in the files of the planning department.

(d) *Expiration of incomplete plans.* All unapproved plans will expire 90 days from the last city generated comment letter unless good cause for an extension is established by the applicant and approved by the planning director city commission. The applicant ~~and the property owner~~ shall be notified of the expiration of the application. Such notices shall be sent by the planning department according to the address(s) presented in the application. The applicant may submit a written request for an extension prior to the 90-day expiration date. The planning director may grant a one-time 90-day extension.

Section 4. 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 5. Codification; Directions to Code Codifier; Correction of Scrivener's Errors.

(a). The provisions of Sections 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 6 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 6. Effective Date. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 2nd day of June, 2025.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: May 19, 2025
Adopted on second reading: June 02, 2025

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

**PLANNING STAFF REPORT
CITY OF DELAND PLANNING BOARD
May 14, 2025**

APPLICATION NO: LDR25-068 Text Amendment to Land Development Regulations

APPLICANT: City of DeLand

STAFF PLANNER: Carol Kuhn, AICP, Planning Director

REQUEST: City-Initiated Land Development Regulations Text Amendment to Modify Section 33-17.23 – Allowed uses in Commercial and Industrial Zoning Districts - to allow indoor recreation facilities under 5,000 square feet as a conditional use in the C-2A zoning district, remove the duplicate reference to museums, move indoor recreation facility to a separate line in the use table, and allow shade structures under 800 square feet as a conditional use in the C-2A zoning district; revise Section 33-132 - Procedure for Review of Development Plans - to allow the planning director to grant a one-time 90-day extension for incomplete plans, rather than requiring approval from city commission; and revise Section 33-12 – Definitions - to include a definition for indoor recreation facility.

APPLICABLE ORDINANCES: *Sec. 33-135. Procedure for text amendments.*

33-135.01(a) Amendments to the text of this chapter may be initiated by the city or upon application of any interested person.

33-135.12(b) The Planning Board shall review proposed changes in this chapter, which shall make a recommendation to the City Commission prior to final action adopting or not adopting the amendment. However, at the request of the Planning Board or the City Commission, or in the discretion of the City Manager, proposed amendments may be taken directly to the City Commission for action.

LOCATION: City-wide

STAFF SUMMARY:

Over the last several years, property owners within the C-2A zoning district have inquired about the installation of shade structures on daycare facilities and outdoor dining areas. The City's regulations do not allow shade structures within the C-2A zoning district. Staff is proposing to allow small shade structures, under 800 square feet, within the C-2A zoning district. The City's code lists uses with conditions such as size limitations as conditional uses. Following this pattern, staff has proposed allowing a shade structure under 800 square feet as a conditional use in the C-2A zoning district.

The City's last city-wide survey results showed that residents desired additional options for the downtown area. Recognizing the limited options in the downtown, and understanding the need for

additional options beyond shopping and dining, staff has proposed allowing indoor recreation facilities under 5,000 square feet to be allowed in the C-2A zoning district. Staff has also proposed a definition for indoor recreation facilities for clarity and ease-of-use. Finally, to provide a more efficient and streamlined process for applicants, staff is proposing to allow an administrative extension for inactive projects, rather than requiring these extension requests to be approved by City Commission.

As such, staff is proposing the following revisions to the Land Development Regulations:

33-17.23 Allowed uses in Commercial and industrial zoning districts

	P-1	BR	C-1	C-2	C-2A	C-2AC	C-3	C-4	M-1
RECREATION									
Bowling alleys, billiard parlors, skating rinks, and indoor recreation and amusement facilities and museums				P		P			P
Carnivals and other temporary amusements and events in accordance with section 33-19									C
Indoor recreation facility less than 5,000 square feet					C				
Indoor recreation facility 5,000 square feet or greater				P		P			P
Museums	P			P	P	P			P
Music, dance, gymnasium, art school or studio, excluding discotheques			P	P	P		P		E ¹²
Nonprofit recreational organizations, lodges and fraternal orders									P
Organized physical activity center—predominantly scheduled instruction				P			P		E ¹²
Outdoor recreation land use Per section 33-19.10									C*
Parks, community and regional	E ⁸	E ⁸	E ⁸	E ⁸	E ⁸			P	E ⁸
Parks, mini and neighborhood	P		P	P	P			P	
Recreational vehicle parks Per section 33-19.07									C*
Theatres and assembly halls		P		P	P	P			
MISCELLANEOUS									
Commercial parking lots				P	P	P			P
Communications towers	Per Chapter 33, Section 33-23								
Outdoor advertising signs				C ²² / E ²⁴		C ²² / E ²⁴		C ²² / E ²⁴	C ²² / E ²⁴
Public utilities									P

Public utilities, excluding microwave, radio, telephone and television antennas		C						P	P
Shade structures less than 800 square feet, accessory use		C		C	C	C	C	C	C
Shade structures greater than 800 square feet, accessory use						E ²⁵	E ²⁵	E ²⁵	E ²⁵

Sec. 33-132. Procedure for review of development plans.

33-132.01. *Authorization by a development permit required prior to undertaking any development activity.*

- (a) *Generally.* No development activity, as defined herein, may be undertaken unless a development permit authorizes the activity.
- (b) *Withdrawal of applications.* An application for development review may be withdrawn at any time.
- (c) *Postpermit changes.* After a permit has been issued, it shall be unlawful to change, modify, alter, or otherwise deviate from the terms or conditions of the permit without first obtaining a modification of the permit. A modification may be applied for in the same manner as the original permit. A written record of the modification shall be entered upon the original permit and maintained in the files of the planning department.
- (d) *Expiration of incomplete plans.* All unapproved plans will expire 90 days from the last city generated comment letter unless good cause for an extension is established by the applicant and approved by the planning director city commission. The applicant and the property owner shall be notified of the expiration of the application 21 days prior to the expiration date. Such notices shall be sent by the planning department according to the address(s) presented in the application. The applicant may submit a written request for an extension prior to the 90-day expiration date. The planning director may grant a one-time 90-day extension.

The parking information is provided for informational purposes, as the indoor recreational uses are itemized in the parking matrix, Section 33-91.03(f) Off-street parking and loading.

Sec. 33-91. Off-street parking and loading.

33-91.03 *Number and type of parking spaces required.*

- (a) *Requirements in matrix.* The matrix below specifies the required minimum number of off-street automobile parking spaces and, in the notes, any special requirements that may apply.
- (f) *Matrix.*

Entertainment and Recreation	Minimum off-street parking requirement	Notes
Arcades, games	1 space/200 square feet of net floor area *	* Computations per section 33-91.01(c)3.
Bowling alleys/billiard halls	4 spaces/alley plus 2 for each billiard table plus required parking for other uses on site	
Commercial stables	1 space/5 horses boarded on site	
Driving range (golf)	1 space/tee plus required parking for other uses on the site	

Golf course (regulation)	6 spaces/hole plus required parking for any other uses on the site	
Health club	1 space/150 square feet of net floor area*	Swimming pool shall be counted as floor area. *Computations per section 33-91.01(c)3.
Miniature golf	3 spaces/hole plus required parking for any other uses on the site	
Parks (public and private)	To be determined by city commission	Parking study to be provided by developer.
Skating rinks	1 space/100 square feet of net floor area*	Skating rink shall be counted as floor area. *Computations per section 33-91.01(c)3.
Tennis, handball, and racquetball facilities	2 spaces/court plus required parking for additional uses on the site	
Theaters, movie, multiscreen	1 space/3 seats plus 5 spaces for employees	
Theaters, movie, single screen	1 space/2 seats plus 5 spaces for employees	

33-12 Definitions

Indoor recreation facility means an indoor facility including, but not limited to, gymnastics and dance studios; indoor swimming pools, tennis, or pickleball courts; health clubs; amusement or video game arcades; bowling alleys; escape rooms; skating rinks; pool halls; leisure, art, and cultural classes; and theatres.

STAFF ANALYSIS AND FINDINGS: Staff finds that these revisions will provide additional consumer options and business opportunities within the C-2A zoning district by allowing small shade structures, providing for smaller indoor recreational opportunities within the downtown, and providing for streamlined, efficient processes for extensions of incomplete plans by allowing a staff-level extension, rather than requiring City Commission approval.

STAFF RECOMMENDATION: Staff recommends that the Planning Board forward these proposed text amendments, project number LDR25-68, to Modify Section 33-17.23 – Allowed uses in Commercial and Industrial Zoning Districts - to allow indoor recreation facilities under 5,000 square feet as a conditional use in the C-2A zoning district, remove the duplicate reference to museums, move indoor recreation facility to a separate line in the use table, and allow shade structures under 800 square feet as a conditional use in the C-2A zoning district; revise Section 33-132 - Procedure for Review of Development Plans - to allow the planning director to grant a one-time 90-day extension for incomplete plans, rather than requiring approval from the City Commission; and revise Section 33-12 – Definitions - to include a definition for indoor recreation facility; to the City Commission for review and approval.

33-17.23 Allowed uses in Commercial and industrial zoning districts

	P-1	BR	C-1	C-2	C-2A	C-2AC	C-3	C-4	M-1
RECREATION									
Bowling alleys, billiard parlors, skating rinks, and indoor recreation and amusement facilities and museums				P	C ²⁷	P			P
Carnivals and other temporary amusements and events in accordance with section 33-19									C
Museums	P			P	P	P			P
Music, dance, gymnasium, art school or studio, excluding discotheques			P	P	P		P		E ¹²
Nonprofit recreational organizations, lodges and fraternal orders									P
Organized physical activity center—predominantly scheduled instruction				P			P		E ¹²
Outdoor recreation land use Per section 33-19.10									C*
Parks, community and regional	E ⁸	E ⁸	E ⁸	E ⁸	E ⁸			P	E ⁸
Parks, mini and neighborhood	P		P	P	P			P	
Recreational vehicle parks Per section 33-19.07									C*
Theatres and assembly halls		P		P	P	P			
MISCELLANEOUS									
Commercial parking lots				P	P	P			P
Communications towers	Per Chapter 33, Section 33-23								
Outdoor advertising signs				C ²² / E ²⁴		C ²² / E ²⁴		C ²² / E ²⁴	C ²² / E ²⁴
Public utilities									P
Public utilities, excluding microwave, radio, telephone and television antennas		C						P	P
Shade structures less than 800 square feet, accessory use		C		C	C	C	C	C	C
Shade structures greater than 800 square feet, accessory use						E ²⁵	E ²⁵	E ²⁵	E ²⁵

33-19.01. *Statement of intent.* Certain uses have unique characteristics that require the imposition of development standards in addition to those minimum standards contained in this chapter. These uses are listed under each specific zoning district as conditional uses identified with the letter "C." These uses are listed in this section with the specific standards that apply to the development and use of land for the specified activity. Whenever this chapter allows these conditional uses, the following standards shall be met in addition to all other standards of the chapter, unless specifically exempted.

Conditional uses with minimal requirements have been assigned numbers in section 33-17.23, Table insert, Uses in Commercial Zoning Districts. The criteria for numbered conditions follow. Conditional uses with extended criteria, as identified by an asterisk (*), are represented as sections following the numbered criteria:

(25) Parking must be provided for employees and at least 2 spaces for delivery vehicles, including for existing structures.

(26) Inside Downtown Commercial District existing single-family may remain and be considered conforming until such time it is converted to a non-single-family conforming use.

(27) Maximum of 5,000 square feet in C-2A.

Sec. 33-132. Procedure for review of development plans.

33-132.01. *Authorization by a development permit required prior to undertaking any development activity.*

(a) *Generally.* No development activity, as defined herein, may be undertaken unless a development permit authorizes the activity.

(b) *Withdrawal of applications.* An application for development review may be withdrawn at any time.

(c) *Postpermit changes.* After a permit has been issued, it shall be unlawful to change, modify, alter, or otherwise deviate from the terms or conditions of the permit without first obtaining a modification of the permit. A modification may be applied for in the same manner as the original permit. A written record of the modification shall be entered upon the original permit and maintained in the files of the planning department.

(d) *Expiration of incomplete plans.* All unapproved plans will expire 90 days from the last city generated comment letter unless good cause for an extension is established by the applicant and approved by the planning director city commission. The applicant ~~and the property owner~~ shall be notified of the expiration of the application. Such notices shall be sent by the planning department according to the address(s) presented in the application. The applicant may submit a written request for an extension prior to the 90-day expiration date. The planning director may grant a one-time 90-day extension.

33-12 Definitions

Indoor recreation facility means an enclosed building that houses recreational activities that are not specifically defined elsewhere in this code. Examples would include golf simulators, ax throwing, batting cages, go-kart tracks, etc. All activities must be located inside of the building.

Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE NO. 2025-08

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

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The current Land Development Regulations (LDR) do not allow for Indoor Recreation Facility or Shade Structures within certain non-residential zoning districts. The LDR is proposed to be amended to allow for indoor recreational facilities and shade structures in certain non-residential districts.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

There is no direct economic impact to existing businesses.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

No new fees are being proposed.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The City does not anticipate any regulatory costs associated with this ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The estimated number of businesses that may be impacted by the proposed ordinance is unknown, however businesses within certain non-residential districts will be allowed to apply for a shade structure or indoor recreational use.

4. Additional information the governing body deems useful (if any):

N/A

CITY OF DELAND
Request for Commission Action
June 2, 2025

SUBJECT: Consideration re Historic Marker Agreement.

DEPARTMENT: Admin Services

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: License Agreement Historical Marker, Marker Location

APPROVED BY: Michael Pleus, City Manager, May 25, 2025

SUMMARY/HIGHLIGHT:

Civitas, in partnership with Volusia Remembers Equal Justice Initiative has requested approval to place a historic marker at the 200 block of West Rich Avenue to provide information on the past hanging of Lee Bailey. According to Volusia Remembers the purpose of this request is that honesty about the facts of the past is necessary if we wish to build a more united and just future. Markers like this have been installed in several cities in Florida to include: Orlando, Jacksonville, Gainesville and Tallahassee.

The marker specifications were reviewed and approved by staff. The cost of the marker installation will be minimal and installation will be done by the City. The marker will be provided by Volusia Remembers Equal Justice Initiative.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Preserving “Sense of Community” as a key asset

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None.

RECOMMENDATION:

Staff recommends that the City Commission approve the historic marker agreement with Civitas.

BACKGROUND/DISCUSSION:

In March, Reggie Williams, a member of Volusia Remembers Equal Justice Initiative, approached the City Commission with a request to place a historic marker along the 200 block of West Rich Avenue. At that time, the wording and marker specifications still needed to be finalized.

LICENSE FOR SIGN ON CITY PARCEL
HISTORICAL MARKER SIGN

This Agreement is made and entered into by and between the City of DeLand, a Florida municipal corporation (“Licensor”) whose address is 120 South Florida Avenue, DeLand, Volusia County, Florida 32720, and The Civitas Project, Inc. (“Licensee”), a Florida not for profit corporation whose address is 3427 Black Willow Trail, DeLand, Florida 32724.

RECITALS:

Whereas, Licensee is a not-for-profit corporation which desires to undertake the cost and maintenance of the installation of a historical marker on Rich Avenue in DeLand, Volusia County, Florida where Lee Bailey, an African American man, was lynched; and

Whereas, Licensee has requested authorization from Licensor to permit the installation of a historical marker sign (the “Sign”) within the public right-of-way located on the south side of Rich Avenue, between the curb and the sidewalk, and slightly to the east of San Souci Avenue, with the exact location to be approved as set forth in this Agreement (hereinafter referred to as the “Licensed Area”); and

Whereas, Licensor has agreed to authorize such use, under the conditions set forth in this Agreement; and

Whereas, notwithstanding that Licensee shall be responsible for all costs associated with the procurement, installation and maintenance of the Sign, the text displayed on the Sign shall be considered government speech by the Licensor, and nothing in the erection of the Sign or the granting of this License shall be deemed to entitle any other private entity the right or entitlement to erect other historical markers or signs of any type whatsoever within the City’s rights-of way in this or any other location.

Now, therefore, in consideration of the payment of One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties to this Agreement, as follows:

1. Licensor does hereby license and permit Licensee’s placement of the Sign in the Licensed Area. The Sign shall meet with all applicable zoning regulations, sight distance and traffic safety regulations, and any other applicable governmental regulations, and be subject to permitting from the City of DeLand through its normal sign permitting procedures. The precise location of the Sign shall be determined through the City’s permitting process. The general specifications for the Sign structure, as well as the copy for the sign, are set forth in the attached Exhibit “A”.
2. Licensee shall maintain the Sign in good condition, as reasonably determined by Licensor. Should Licensee fail to maintain the Sign in good condition as reasonably determined by Licensor, Licensor shall provide Licensee with written notice of Licensee’s failure to so maintain, and Licensee shall have a period of thirty (30) days from receipt of said notice to cure such defective maintenance conditions. If, in Licensor’s reasonable opinion, the Licensee has

failed to cure the defective maintenance conditions after Licensee's attempt to cure same, Licensors shall provide additional written notice to Licensee that states Licensee has an additional fifteen (15) days to cure said defective maintenance conditions or Licensors is entitled to remove the Sign. In the event of removal by Licensors due to a failure of Licensee to properly maintain the Sign, Licensee shall be solely responsible for the costs incurred by Licensors for the removal of the Sign.

3. In the event that the Licensors determines, in its sole and absolute discretion, that the Sign needs to be removed, then Licensors, upon giving forty-five (45) days written notice to Licensee, may terminate this Agreement and the license granted to Licensee hereby and remove the Sign. In the event of removal pursuant to this Section 3, Licensors shall be solely responsible for the costs of removing the Sign. Notwithstanding any provision in this Agreement to the contrary, unless an emergency situation exists with respect to the Sign or maintenance thereof, the Licensors shall provide a minimum of forty-five (45) days advance written notice to Licensee prior to Licensors's removal of the Sign.
4. Licensee acknowledges that Licensee acquires no prescriptive rights or other interest in Licensors's property or the public right-of-way by virtue of the license granted herein.
5. Licensee shall defend, indemnify and hold harmless Licensors 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 both at the trial and appellate levels), of whatsoever kind or nature arising out of or in any way related to Licensee's use or occupation of the area which is the subject of this Agreement, the Sign, or any other matter related to this Agreement.
6. The text displayed on the Sign shall be considered government speech by the Licensors, and nothing in the erection of the Sign or the granting of this License shall be deemed to entitle any other private entity the right or entitlement to erect other historical markers or signs of any type whatsoever within the City's rights-of way in this or any other location.

LICENSOR:

City of DeLand, a Florida municipal corporation

By: _____
Michael P. Pleus, City Manager

LICENSEE:

The Civitas Project, Inc.

By: _____
Grady Ballenger, President

EXHIBIT A

Side 1: THE LYNCHING OF LEE BAILEY

On September 27, 1891, a white mob brutally lynched a Black man named Lee Bailey in DeLand, hanging him and riddling his body with bullets after kidnapping him from the Volusia County Jail. The previous morning, a white woman reported to police that she had been assaulted. Although the woman had difficulty identifying a perpetrator, outrage in the white community was immediately directed at Mr. Bailey, who had recently been employed by the woman's husband. Almost 25% of lynchings involved allegations of inappropriate behavior between a Black man and a white woman that was often characterized as "assault." The mere accusation of sexual impropriety regularly aroused violent mobs and ended in lynching. After the sheriff, without further investigation, arrested Mr. Bailey, some 100 white people formed a mob and marched to the jail. At around 1 am on September 27, the mob broke into the jail, kidnapped Mr. Bailey, gagged him, and dragged him to the center of the 200 block of West Rich Avenue near downtown DeLand. The mob then hanged Mr. Bailey from an oak tree and shot him at least 30 times. A newspaper reported the lynching met "with the unanimous approval" of local white citizens, and police refused to arrest any mob member. Instead, law enforcement dispatched 40 officers to patrol DeLand in an effort to quash any possible protest against the lynching by Black community members. No one was ever held accountable for the lynching of Lee Bailey.

EQUAL JUSTICE INITIATIVE 2025
VOLUSIA REMEMBERS COALITION

Side 2: LYNCHING IN AMERICA

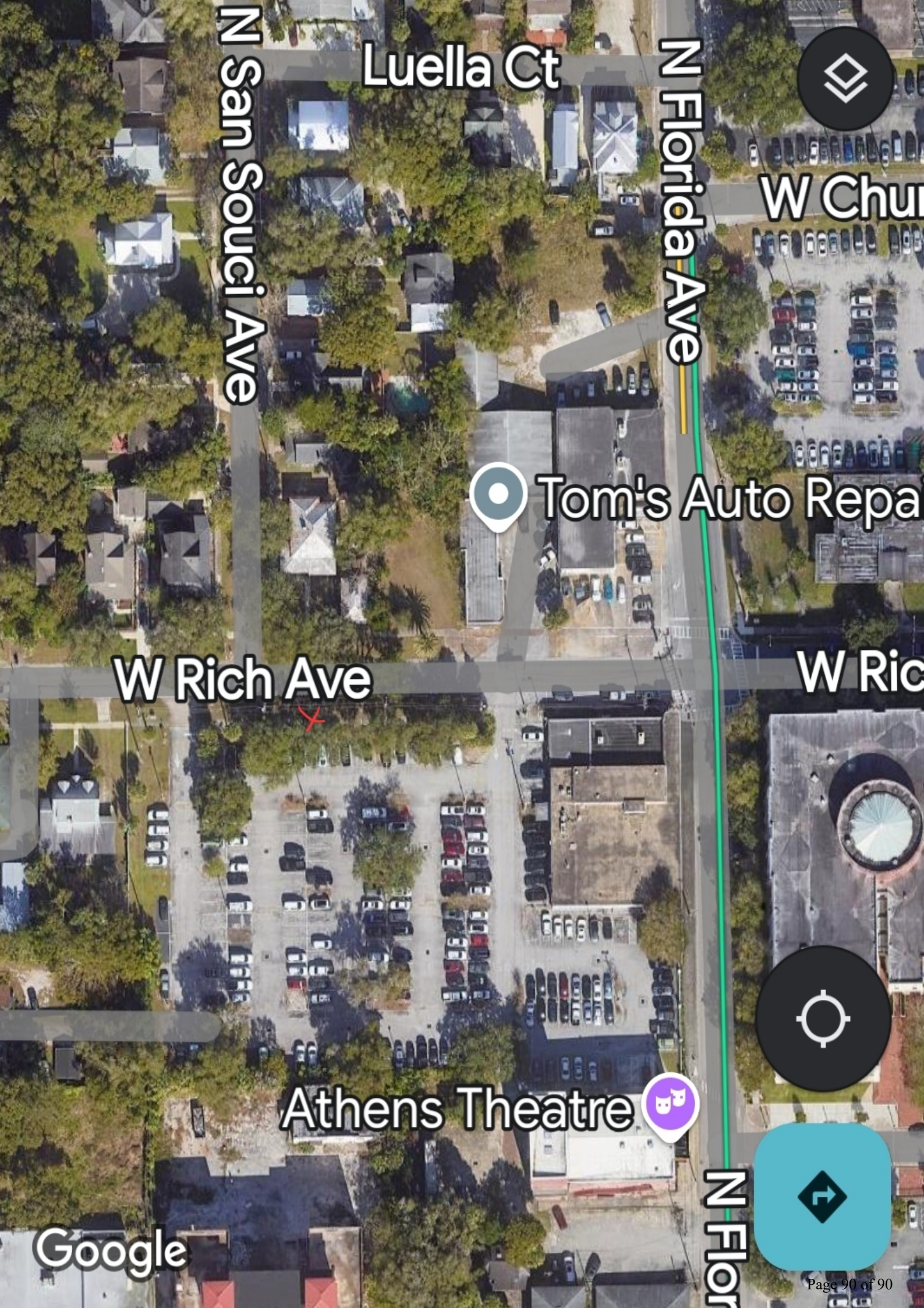
Between 1865 and 1950, white mobs lynched over 6,500 Black people across the United States. Following the Civil War, many white Southerners fiercely resisted racial equality and sought to uphold an ideology of white supremacy through intimidation and violence. Lynching emerged as the most public form of racial terrorism. During this era, the deep racial hostility that permeated Southern society burdened Black people with a presumption of guilt that served to focus suspicion on Black communities after a crime was discovered. Accusations lodged against Black people were rarely subject to serious scrutiny. The formation of lynch mobs after allegations of improper behavior were made against Black men frequently preceded any formal investigation by law enforcement. Instead, lynch mobs often seized, tortured, and killed Black victims, even without any evidence tying them to the offense. Lynching was designed to create a climate of fear for entire Black communities. This terror extended beyond the brutality of the lynching itself and also included the complicity of local officials, the legal system, and the white press, all of which regularly tolerated lethal mob violence against Black people. Although many victims were not documented and remain unknown, Lee Bailey was one of at least four Black victims of racial terror lynching killed in Volusia County between 1865 and 1950 and one of at least 356 victims killed in Florida.

EQUAL JUSTICE INITIATIVE 2025

Marker Construction Specifications

- Marker panel material: Aluminum
- Marker panel size: Approx. 42"W x 38"H
- Marker weight: ~250 lbs, packaged
- Post material: Aluminum
- Post size: 10' round pole (non-break-away)
- Post weight: ~25 lbs, packaged

All other construction and installation shall be per building code requirements.



N San Souci Ave

Luella Ct

N Florida Ave

W Church

Tom's Auto Repa

W Rich Ave

W Rich

Athens Theatre

Google

N Flor