



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
SEPTEMBER 15, 2025 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Pastor Troy Bradley, Greater Union Baptist Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC HEARING

1. Resolution Approving FY 25-26 Final Millage Rate.

Final public hearing on establishing an operating millage rate to support the FY 2025-2026 budget at 6.1841 mills. The final operating millage rate of 6.1841 mills is 2.46% above the rolled-back millage rate of 6.0358 mills.

2. Resolution Approving FY 25-26 Final Budget.

Final public hearing on the proposed FY 2025-2026 budget. The final FY 2025-2026 budget for the General Fund is \$52,388,280, while City-wide is \$131,115,830 excluding the Spring Hill and Downtown CRA's or \$133,221,133 including the Spring Hill and Downtown CRA's.

PRESENTATIONS

1. Presentation for the 3rd Annual City of DeLand Staff Childrens Art Exhibit.

2. Employee Years of Service Awards.

3. Presentation re Code Talk with Carol Kuhn.

CONSENT AGENDA

1. Consideration re Utility Service Agreement for DeLand Tech Park.

Staff recommends that the City Commission approve the Utility Service Agreement for the DeLand Tech Park commercial complex.

2. Consideration re River Booster Pump Station Change Order No. 2.

Staff recommends the Commission approve the contract price increase of \$12,523.74 and approval of the change order No. 2 between the City of DeLand and McMahan Construction Company, Inc.

3. Consideration re Change Order with Ten-8 Fire Safety LLC. for Squad Engine 81 Engine Rebuild.

Staff recommends the Commission approve the contract price increase of \$26,052.47, for a total cost of \$72,599.00, and approval of the attached change order between the City of DeLand and Ten-8 Fire Equipment.

4. Consideration re Approval of Property/Casualty, General Liability, Auto Insurance, Worker's Compensation and Ancillary Coverage Renewal.

Approval of Property/Casualty, General Liability, Auto Insurance, Worker's Compensation and Ancillary Coverage Renewal.

5. Resolution Approving CarFax Portal for Florida Traffic Crash Reports.

Approval of revised agreement with CarFax for online distribution of Florida Traffic Crash Reports and fee of \$10.00 per report.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

OLD BUSINESS

1. Second Reading of Ordinance No. 2025-15, Amending Fee Schedule for Sections 16A-4, 16A-28, 16A-48, and 16A-83 of the Code of Ordinances of the City of DeLand.

Consideration of approving an Ordinance amending the Fee Schedule for Section 16A-4, 16A-5, 16A-28, 16A-29, 16A-48, 16A-49, 16A-83 and 16A-84 of the Code of Ordinances of the City of DeLand on second reading relating to impact fees.

NEW BUSINESS

1. Consideration re Rental Increases for DeLand Municipal Mobile Home Park.

Approval of \$25 per month lot rental increase for the DeLand Municipal Mobile Home Park, effective January 1, 2026.

2. Consideration re Updates to the Gateway Grant Application Form.

The City Commission is requested to approve the updated application as presented.

3. Presentation re Police Department Security Wall.

Presentation for the Police Department Security Wall.

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.

CITY OF DELAND
Request for Commission Action
September 15, 2025

SUBJECT: Resolution Approving FY 25-26 Final Millage Rate.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Resolution - FY 25/26 Final Millage Rate

APPROVED BY: Michael Pleus, City Manager, September 9, 2025

SUMMARY/HIGHLIGHT:

This is the date set by the City Commission for the final public hearing on the final FY 2025-2026 millage rate. The Resolution adopting the final millage rate must be adopted before the Resolution adopting the final budget, a requirement on TRIM. The tentative operating millage rate of 6.1841 is the rate advertised for adoption. The final operating millage rate is 2.46% above the rolled-back operating millage rate of 6.0358. A summary of the rolled-back and adopted operating millage rates for the last 10 fiscal years are shown below:

<u>Fiscal Year</u>	<u>Rolled-Back Rate</u>	<u>Adopted Millage Rate</u>
2025-2026	6.0358	6.1841
2024-2025	5.9693	6.2841
2023-2024	6.0252	6.4841
2022-2023	6.1520	6.5841
2021-2022	6.5200	6.7841
2020-2021	6.4576	6.7841
2019-2020	6.5199	6.7841
2018-2019	6.4557	6.8841
2017-2018	6.5421	6.8231
2016-2017	6.7189	6.9231

There is no debt service millage rate since the general obligation bonds were paid off during FY 2018-2019. A summary of the adopted debt service millage rates for the last 10 years are shown below:

<u>Fiscal Year</u>	<u>Adopted Millage Rate</u>	<u>Fiscal Year</u>	<u>Adopted Millage Rate</u>
2025-2026	0.0000	2020-2021	0.0000
2024-2025	0.0000	2019-2020	0.0000
2023-2024	0.0000	2018-2019	0.2353
2022-2023	0.0000	2017-2018	0.2544
2021-2022	0.0000	2016-2017	0.2348

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The final operating millage rate provides necessary funding for the operation of the City for the next fiscal year.

RECOMMENDATION:

Staff recommends the City Commission adopt the Resolution setting the final operating millage rate of 6.1841 for the fiscal year 2025-2026. The final operating millage rate of 6.1841 is 2.46% above the rolled-back millage rate of 6.0358.

BACKGROUND/DISCUSSION:

Changes in the proposed budget due to the City Commission's direction provided through the budget workshops in July or made because of more accurate information received subsequent to the budget workshops were presented at the September 3, 2025 City Commission meeting.

A comparison of millage rates is provided below:

	<u>FY 24-25</u>	<u>FY 25-26</u>	<u>Net Change</u>
Final Operating Millage	6.2841	6.1841	-0.1000

Should any adjustment increasing taxable value be made by the Property Appraiser at final certification of the tax roll, staff recommends the following:

- If the taxable value increase is less than 1%, the City Commission authorizes the City Manager to maintain the millage rate at the publicly advertised and approved millage rate, and apply any additional revenues to the City's future operating capital reserve.
- If the taxable value increase is more than 1%, the City Commission authorizes the City Manager to adjust the millage rate downward in order to collect property taxes equal to the publicly advertised and approved budget requirements.

Should any adjustment decreasing taxable value be made by the Property Appraiser at final certification of the tax roll, staff recommends the following:

- If the taxable value decrease is less than 1%, the City Commission authorizes the City Manager to maintain the millage rate at the publicly advertised and approved millage rate, and reduce expenditures as necessary to reflect the decrease in revenue.
- If the taxable value decrease is more than 1%, the City Commission authorizes the City Manager to adjust the millage rate upward in order to collect property taxes equal to the publicly advertised and approved budget requirements.

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, ADOPTING A FINAL MILLAGE RATE FOR FISCAL YEAR 2025-26; REPEALING RESOLUTION 2025-65 WHICH ADOPTED A TENTATIVE MILLAGE RATE FOR FISCAL YEAR 2025-26; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of DeLand is required by Florida Statute Section 200.065(2) to adopt a Resolution setting the millage rate to be levied; and

WHEREAS, the Statute further requires that the Resolution shall state the percent, if any, by which the millage rate to be levied exceeds the rolled-back rate as computed by the Office of the Property Appraiser of Volusia County; and

WHEREAS, the City Commission of the City of DeLand does intend to adopt a final operating millage rate of 6.1841 mills which is 2.46% more than the rolled-back rate of 6.0358 mills, and

WHEREAS, the gross taxable value for operating purpose not exempt from taxation within Volusia County has been certified by the County Property Appraiser to the City of DeLand as \$3,838,682,009, and

WHEREAS, each taxpayer within the corporate limits of DeLand has been or will be sent notice by first class mail by the Property Appraiser of the public hearing setting the tentative budget and proposed millage rate; and

WHEREAS, a final public hearing was held at 7:00 p.m. at the City Hall Commission Chambers on September 15, 2025; and

WHEREAS, it is necessary for the City to approve and adopt its final millage rate for the fiscal year 2025-26;

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

Section 1. Resolution 2025-65 adopted September 3, 2025 following a public hearing which set a tentative millage rate, is hereby repealed in its entirety.

Section 2. The City Commission of the City of DeLand hereby adopts a 6.1841 final operating millage rate.

Section 3. Any resolution or part of resolution in conflict herewith is hereby repealed.

Section 4. This Resolution shall become effective upon its adoption.

PASSED AND DULY ADOPTED this 15th day of September 2025.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED IN FORM AND LEGALITY:

Darren J. Elkind
City Attorney

CERTIFICATE OF VOTING

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the City Commission of the City of DeLand on September 15, 2025, after a public hearing, by the following roll call vote:

Commissioner Paiva	_____
Commissioner Davis	_____
Commissioner Reid	_____
Commissioner Reed	_____
Mayor Cloudman	_____

Dated this 15th day of September 2025.

Julie A. Hennessy
City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
September 15, 2025

SUBJECT: Resolution Approving FY 25-26 Final Budget.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Resolution - FY 25/26 Final Budget, Attachment A, 5-Year Capital Improvement Plan (CIP)

APPROVED BY: Michael Pleus, City Manager, September 10, 2025

SUMMARY/HIGHLIGHT:

This is the date set by the City Commission for the final public hearing on the proposed FY 2025-2026 budget. The Resolution adopting the final millage rate must be adopted before the Resolution adopting the final budget, a requirement of TRIM.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The final budget is in balance and establishes the programs and services the City will provide in the next fiscal year.

RECOMMENDATION:

Staff recommends the City Commission adopt the Resolution establishing the final budget for the fiscal year 2025-2026.

BACKGROUND/DISCUSSION:

Changes in the proposed budget due to the City Commission's direction provided through the budget workshops in July or made because of more accurate information received subsequent to the budget workshops were presented at the September 3, 2025 City Commission meeting.

The General Fund is balanced at \$52,355,644 compared to \$48,231,641 for last year, an increase of \$4,156,639 or 8.62%.

The budget for all funds, including the Spring Hill CRA and the Downtown CRA budgets, was advertised at \$133,221,133 compared to last year's advertised \$131,434,186, an increase of \$1,786,947 or 1.36%.

The General Fund's budgeted operating contingency account is \$500,000.

Listed below are the FY 25-26 proposed budgets for the various funds compared to the FY 24-25 amended

budgets as of September 1, 2025:

	<u>Amended FY 24-25</u>	<u>Proposed FY 25-26</u>
General Fund	\$56,473,635	\$52,388,280
Confiscated Trust Fund	58,106	3,000
Homeless Shelter Fund	804,580	817,643
Spring Hill Community Redevelopment Trust Fund	2,117,622	1,081,367
Governmental Impact Fees Trust Fund	3,258,798	1,475,353
Community Redevelopment Trust Fund	1,580,842	1,023,936
Grants and Special Revenue Fund	3,100,395	762,274
Debt Service Fund	2,408,043	2,263,199
Capital Projects Fund	16,016,351	5,562,421
Water and Sewer Revenue Fund	116,533,348	37,398,668
Water Trust Fund	7,137,759	3,250,000
Wastewater Trust Fund	7,980,295	6,946,575
Airport Fund	10,479,349	4,060,370
Refuse Collection Fund	5,640,000	6,421,500
Stormwater Fund	3,839,651	3,345,170
Permits and Inspections Fund	4,877,266	4,768,434
Health Insurance Cost Containment Fund	799,705	744,755
Workers' Compensation Self- Insurance Fund	913,300	908,188
	\$244,019,045	\$133,221,133

On June 17, 2011, the State legislature amended s. 166.241, F.S. adding the following language:

At a minimum, the adopted budget must show for each fund, as required by law and sound financial practices, budgeted revenues and expenditures by organizational unit which are at least at the level of detail required for the annual financial report under s. 218.32(1).

Attachment "A" to the Resolution adopting the final budget provides the information necessary to satisfy this requirement.

RESOLUTION NO. 2025 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR 2025-26; REPEALING RESOLUTION 2025-66 WHICH ADOPTED A TENTATIVE BUDGET FOR FISCAL YEAR 2025-26; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of DeLand, after holding several budget sessions and carefully considering the financial needs of the City of DeLand and the sources of revenue available to the City to meet such needs, are ready to adopt a final budget; and

WHEREAS, a public hearing to finalize the final budget was held on September 15, 2025; and

WHEREAS, it is necessary for the City to approve and adopt its budget for the fiscal year 2025-26; and

WHEREAS, the City Manager recommends approval of the budget.

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

Section 1. Resolution 2025-66 adopted September 3, 2025 which set a tentative budget, is hereby repealed in its entirety.

Section 2. The following budgets are hereby adopted: General Fund at \$52,388,280, Confiscated Trust Fund at \$3,000, Homelessness Fund at \$817,643, Governmental Impact Fees Trust Fund at \$1,475,353, Grants and Special Revenue Fund at \$762,274, Debt Service Fund at \$2,263,199, Capital Fund at \$5,562,421, Water and Sewer Revenue Fund at \$37,398,668, Water Trust Fund at \$3,250,000, Wastewater Trust Fund at \$6,946,575, Airport Fund at \$4,060,370, Refuse Collection Fund at \$6,421,500, Stormwater Fund at \$3,345,170, Permits and Inspections Fund at \$4,768,434, Health Insurance Cost Containment Fund at \$744,755, and Workers Compensation Self-Insurance Fund \$908,188 for fiscal year 2025-26 as detailed on Attachment 'A', in accordance with Section 166.241, Florida Statutes as amended, and the Capital Improvement Program for fiscal years 2025-2026 through 2029-2030, as submitted, are hereby approved.

Section 3. Any resolution or part of resolution in conflict herewith is hereby repealed.

Section 4. This resolution shall become effective upon its adoption.

PASSED AND DULY ADOPTED this 15th day of September 2025.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

APPROVED IN FORM AND LEGALITY:

Darren J. Elkind
City Attorney

CERTIFICATE OF VOTING

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the City Commission of the City of DeLand on September 15, 2025, after a public hearing, by the following roll call vote:

Commissioner Paiva	_____
Commissioner Davis	_____
Commissioner Reid	_____
Commissioner Reed	_____
Mayor Cloudman	_____

Dated this 15th day of September 2025.

Julie A. Hennessy
City Clerk - Auditor

ATTACHMENT 'A'

Account Code	Revenue Description	General	Special Revenue	Debt Service	Capital Projects	Enterprise	Internal Service	Total
311.000	Ad Valorem Taxes	20,608,904	-	-	1,049,209	-	-	21,658,113
312.410	First Local Option Gas Tax	538,582	-	-	-	-	-	538,582
312.430	Second Local Option Gas Tax	-	388,540	-	-	-	-	388,540
312.510	Fire Insurance Premium Tax (Firefighters' Pension)	263,020	-	-	-	-	-	263,020
312.520	Casualty Insurance Premium Tax (Police Officers' Retirement)	316,922	-	-	-	-	-	316,922
314.100	Utility Service Tax - Electricity	4,506,056	-	-	-	-	-	4,506,056
314.300	Utility Service Tax - Water	1,168,741	-	-	-	-	-	1,168,741
314.400	Utility Service Tax - Gas	273,121	-	-	-	-	-	273,121
314.800	Utility Service Tax - Propane	80,000	-	-	-	-	-	80,000
315.100	State Communications Service Tax (Chapter 202)	1,223,979	-	-	-	-	-	1,223,979
316.000	Local Business Tax (Chapter 205)	240,000	-	-	-	-	-	240,000
322.000	Building Permits	-	-	-	-	2,000,000	-	2,000,000
322.900	Permits - Other	-	-	-	-	-	-	-
323.100	Franchise Fee - Electricity	3,845,849	-	-	-	-	-	3,845,849
323.400	Franchise Fee - Gas	135,000	-	-	-	-	-	135,000
323.700	Franchise Fee - Solid Waste	668,274	-	-	-	-	-	668,274
324.110	Impact Fees - Residential - Public Safety	-	211,755	-	-	-	-	211,755
324.120	Impact Fees - Commercial - Public Safety	-	-	-	-	-	-	-
324.210	Impact Fees - Residential - Physical Environment	-	-	-	-	3,400,000	-	3,400,000
324.610	Impact Fees - Residential - Culture/Recreation	-	853,598	-	-	-	-	853,598
324.910	Impact Fees - Residential - Other	-	-	-	-	-	-	-
325.200	Special Assessments - Charges for Public Services	18,820	-	-	-	-	-	18,820
329.500	Other Permits, Fees & Special Assessments	31,600	-	-	-	5,000	-	36,600
331.200	Federal Grant - Public Safety	50,000	-	-	-	-	-	50,000
331.500	Federal Grant - Economic Environment	-	-	-	-	-	-	-
335.125	State Revenue Sharing - Proceeds	2,085,360	-	-	-	-	-	2,085,360
335.140	State Revenue Sharing - Mobile Home Licenses	25,000	-	-	-	-	-	25,000
335.150	State Revenue Sharing - Alcoholic Beverage Licenses	43,000	-	-	-	-	-	43,000
335.180	State Revenue Sharing - Local Government Half-Cent Sales Tax	2,785,651	-	-	-	-	-	2,785,651
335.210	State Revenue Sharing - Firefighter Supplemental Comp	17,160	-	-	-	-	-	17,160
335.230	State Revenue Sharing - Emergency Management Assistance	-	-	-	-	-	-	-
335.450	State Revenue Sharing - Fuel Tax Refunds and Credits	40,000	-	-	-	-	-	40,000
337.700	Local Government Unit Grant - Culture/Recreation	-	-	-	-	-	-	-
338.000	Shared Revenue From Other Local Units	-	-	-	-	-	-	-
339.000	Payments From Other Local Units In Lieu Of Taxes	84,325	-	-	-	-	-	84,325
341.200	Internal Service Fund Fees and Charges	-	-	-	-	-	1,652,943	1,652,943
341.300	Administrative Service Fees	10,500	-	-	-	280,000	-	290,500
342.100	Service Charge - Law Enforcement Services	111,113	-	-	-	-	-	111,113
342.200	Service Charge - Fire Protection	18,500	-	-	-	-	-	18,500
342.500	Service Charge - Protective Inspection Fees	25,000	-	-	-	50,000	-	75,000

ATTACHMENT 'A'

Account Code	Revenue Description	General	Special Revenue	Debt Service	Capital Projects	Enterprise	Internal Service	Total
342.900	Service Charge - Other Public Safety Charges and Fees	15,000	-	-	-	-	-	15,000
343.300	Service Charge - Water Utility	-	-	-	-	16,672,538	-	16,672,538
343.400	Service Charge - Garbage/Solid Waste	-	-	-	-	6,421,500	-	6,421,500
343.500	Service Charge - Sewer/Wastewater Utility	-	-	-	-	15,253,938	-	15,253,938
343.600	Service Charge - Water/Sewer Combination Utility	-	-	-	-	50,000	-	50,000
343.700	Service Charge - Conservation and Resource Management	-	25,000	-	-	-	-	25,000
343.900	Service Charge - Other Physical Environment Charges	1,500	-	-	-	2,902,500	-	2,904,000
347.200	Service Charge - Parks and Recreation	136,500	-	-	-	-	-	136,500
347.400	Service Charge - Special Events	-	-	-	-	-	-	-
347.500	Service Charge - Special Recreation Facilities	336,800	-	-	-	-	-	336,800
349.000	Other Charges for Services	288,000	-	-	-	472,900	-	760,900
351.900	Judgment and Fines - Other	80,000	-	-	-	-	-	80,000
356.000	State Fines & Forfeits	-	3,000	-	-	-	-	3,000
359.000	Other Judgments, Fines and Forfeits	50,000	-	-	-	-	-	50,000
361.100	Interest	875,000	-	-	-	672,000	-	1,547,000
362.000	Rents and Royalties	330,000	-	-	-	2,140,870	-	2,470,870
364.000	Disposition of Fixed Assets	5,000	-	-	-	-	-	5,000
366.000	Contributions and donations from Private Sources	19,440	20,000	-	-	-	-	39,440
369.900	Other Miscellaneous Revenues	465,889	-	-	327,778	135,000	-	928,667
380.000	Other Sources	3,856,770	758,734	-	-	9,095,914	-	13,711,418
381.000	Inter-Fund Group Transfers In	3,725,400	797,643	2,263,199	4,185,434	3,370,788	-	14,342,464
382.000	Contributions from Enterprise Operations	2,988,504	-	-	-	186,482	-	3,174,986
384.000	Debt Proceeds	-	-	-	-	-	-	-
388.100	Sale of General Capital Assets	-	-	-	-	3,000	-	3,000
389.200	Proprietary - Federal Grants and Donations	-	-	-	-	1,012,500	-	1,012,500
389.300	Proprietary - State Grants and Donations	-	-	-	-	2,065,787	-	2,065,787
389.400	Other Grants	-	-	-	-	-	-	-
Total FY 2025-2026 Revenues		52,388,280	3,058,270	2,263,199	5,562,421	66,190,717	1,652,943	131,115,830

ATTACHMENT 'A'

Account Code	Expenditure Description	General	Special Revenue	Debt Service	Capital Projects	Enterprise	Internal Service	Total
511	Legislative	150,852	-	-	-	-	-	150,852
512	Executive	878,333	-	-	-	-	-	878,333
513	Financial and Administrative	4,283,358	-	-	1,409,082	-	1,556,738	7,249,178
514	Legal counsel	500,959	-	-	-	-	-	500,959
515	Comprehensive Planning	1,105,211	-	-	-	-	-	1,105,211
517	Debt Service Payments	-	-	2,263,199	-	-	-	2,263,199
519	Other General Governmental Services	4,203,171	20,000	-	424,057	-	-	4,647,228
521	Law Enforcement	14,500,126	3,000	-	815,635	-	-	15,318,761
522	Fire Control	11,135,716	330,000	-	296,200	-	-	11,761,916
524	Protective Inspections	73,529	-	-	-	3,547,283	-	3,620,812
533	Water Utility Services	-	-	-	-	11,223,600	-	11,223,600
534	Garbage/Solid Waste Control Services	-	-	-	-	6,251,018	-	6,251,018
535	Sewer/Wastewater Services	-	-	-	-	19,490,030	-	19,490,030
536	Water-Sewer Combination Services	-	-	-	-	5,673,870	-	5,673,870
538	Flood Control/Stormwater Management	-	-	-	-	2,942,302	-	2,942,302
539	Other Physical Environment	1,839,591	373,734	-	237,146	3,161,907	-	5,612,378
541	Road and Street Facilities	2,435,682	388,540	-	585,009	-	-	3,409,231
542	Airports	-	-	-	-	3,273,157	-	3,273,157
549	Other Transportation Systems/Services	16,413	-	-	-	-	-	16,413
552	Industry Development	476,745	-	-	-	-	-	476,745
569	Other Human Services	-	817,643	-	-	-	-	817,643
572	Parks and Recreation	4,947,580	-	-	1,795,292	-	-	6,742,872
573	Cultural Services	17,577	-	-	-	-	-	17,577
574	Special Events	72,000	-	-	-	-	-	72,000
575	Special Recreation Facilities	186,391	-	-	-	-	-	186,391
579	Other Culture/Recreation	44,278	-	-	-	-	-	44,278
581	Inter-Fund Group Transfers Out	5,520,768	1,125,353	-	-	10,627,550	96,205	17,369,876
Total FY 2025-2026 Expenditures		52,388,280	3,058,270	2,263,199	5,562,421	66,190,717	1,652,943	131,115,830

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - SPRING HILL CRA FUND							
Div.	SPRING HILL CRA	2025-26	2026-27	2027-28	2028-29	2029-30	Total
1600	New Copier for Cusack Center	9,000					9,000
	TOTAL SPRING HILL CRA FUND	9,000	0	0	0	0	9,000

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - GIFT FUND							
Div.	GIFT FUND	2025-26	2026-27	2027-28	2028-29	2029-30	Total
1222	New Ladder Truck Equipment	92,000					92,000
1222	8 New MSA G1 SCBA For Heavy Rescue And New Ladder 83	88,000					88,000
1222	Design Fees for South Station	150,000					150,000
	TOTAL GIFT FUND	330,000	0	0	0	0	330,000

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - GRANTS & SPECIAL REVENUE FUND							
Div.	GRANTS AND SPECIAL REVENUE FUND	2025-26	2026-27	2027-28	2028-29	2029-30	Total
1303	Urban Forestry Master Plan	200,000					200,000
1303	Replace 1330143 With A F550 Regular Cab	126,609					126,609
1303	Implement Package For Attachments For The Mini-Skid Steer	16,125					16,125
	TOTAL GRANTS & SPECIAL REVENUE FUND	342,734	0	0	0	0	342,734

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - CAPITAL FUND							
Div.	CAPITAL FUND	2025-26	2026-27	2027-28	2028-29	2029-30	Total
0106	Replace City Hall Fire Panel	29,648					29,648
0106	Replace City Hall Roof	331,240					331,240
0110	Move Fiber Termination for WAN from PD to City Hall	14,488					14,488
0110	Exchange Server 2019	30,000	30,000	30,000	30,000	30,000	150,000
0110	iSCSI Switch Seperation	44,931					44,931
0110	Increase Internal Network Security	67,699	70,000	70,000	70,000	70,000	347,699
0110	Production Server Refresh	148,864					148,864
0110	BS&A Cloud Upgrade	247,000	108,000	108,000	108,000	108,000	679,000
0110	Virtual Desktop Server- VX rail	856,100	8,690	8,690	8,690	8,690	890,860
1222	Portable Vent Fan Replacement for E 82 and E 83	11,000					11,000
1222	FD Hardwired for Keyswipes	14,200					14,200
1222	Technical Rescue Tool Upgrades	30,000					30,000
1222	Zoll X Series Adv Monitor Defib	56,000					56,000
1222	Replacement of Bunker Gear	70,000	37,500	37,500	35,500	36,500	217,000
1222	Station 82 Upgrades	115,000					115,000
1226	Replace vehicle- CID (1 of 2)	44,144					44,144
1226	Replace vehicle- CID (2 of 2)	44,144					44,144
1226	Replace vehicle- Patrol (1 of 5)	81,068					81,068
1226	Replace vehicle- Patrol (2 of 5)	81,068					81,068
1226	Replace vehicle- Patrol (3 of 5)	81,068					81,068
1226	Replace vehicle- Patrol (4 of 5)	81,068					81,068
1226	Replace vehicle- Patrol (5 of 5)	81,068					81,068
1226	Replace vehicle- Community Engagement	84,623					84,623
1226	Replace roof DPD	237,384					237,384
1301	Public Works Badge Access Control Pads	7,500					7,500
1301	Color Printer for Public Services Building	9,000					9,000
1302	Two Additional RRFB Signs For Various Locations	18,757					18,757
1302	Replace 132-Inm-524 With SCAG Turf 61"	20,400					20,400
1302	Replace 132120A With A 2025 Ford F250 Super Cab	71,570					71,570
1302	Replace 132128A With A 2025 Ford F550 Super Cab	107,782					107,782
1302	Orange Camp Round-About Sign & Suggested FDOT Improvements	350,000					350,000
1304	Replace 134182B With F150	54,562					54,562
1304	Install Cemetery Fence	83,325					83,325
1304	Replace 134180A With F350	99,259					99,259
1306	Replace 136195A With Chevy Silverado 1500 Crew Cab	63,169					63,169
1403	Pull Behind Leaf & Debris Blower	12,495					12,495
1403	Replace 2 Backflow Preventers - Conrad	17,977					17,977
1403	Replace Toro Topdresser - 143-TI-014	19,907					19,907
1403	Replace Rotadarion - 143-Sr-001	21,250					21,250
1403	Termite Tenting Admin Bldg & Lemon Room	40,000					40,000
1403	Install Panic Bars - Conrad & Spec Martin	41,280					41,280
1403	9 Robot Mowers	46,085					46,085

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - CAPITAL FUND							
Div.	CAPITAL FUND	2025-26	2026-27	2027-28	2028-29	2029-30	Total
1403	Pull Behind Lift	46,200					46,200
1403	Excavate, Build, Renovate Skatepark - Design & Constructin	100,000	1,500,000				1,600,000
1407	Paint Exterior - Sanborn Center	52,492					52,492
1408	Install Sub Surface Drainage, Replace Turf - Spec Martin	495,954					495,954
1408	Replace Video Board & Sound System - Spec Martin	655,556					655,556
1410	Resurface Gym Floor - Chisholm Center	10,680					10,680
1410	Remove Old Tennis Court & Replace With Pavilion - Chisholm	15,000					15,000
1411	Parking Improvements - Sperling Sports Complex	177,546					177,546
1412	Renovate Stucco On North & South Walls - Conrad	42,870					42,870
0106	Replace City Hall Carpet		142,925				142,925
0110	Engineering Large Format Printer 2019		35,000				35,000
0110	Upgrade MS SQL server Operating System		50,000				50,000
0110	Upgrade Firewall		100,000				100,000
0110	Utilities Fiber and Security Update		200,000	50,000	50,000		300,000
1222	Hydraulic Rescue Tools (Race to Zero)		18,000		35,000		53,000
1222	Staff Support Vehicle (Race to Zero)		45,000		45,000	45,000	135,000
1222	Station 83 Improvements		100,000				100,000
1222	Reserve Apparatus Refurbishment		250,000				250,000
1222	New Fire Station(s) Property/Planning**		2,000,000	10,000,000			12,000,000
1226	Replace vehicle- CID (1 of 2)		46,351				46,351
1226	Replace vehicle- CID (2 of 2)		46,351				46,351
1226	Replace vehicle- Patrol (1 of 7)		85,121				85,121
1226	Replace vehicle- Patrol (2 of 7)		85,121				85,121
1226	Replace vehicle- Patrol (3 of 7)		85,121				85,121
1226	Replace vehicle- Patrol (5 of 7)		85,121				85,121
1226	Replace vehicle- Patrol (6 of 7)		85,121				85,121
1226	Replace vehicle- Patrol (7 of 7)		85,121				85,121
1226	Replace vehicle- Patrol (4 of 7)		85,121				85,121
1226	Replace vehicle- Animal Control		90,000				90,000
1226	Substation Engineering		293,203				293,203
1302	1302-132-TRA-002 2008 Tractor L3400D(1320112)		30,000				30,000
1302	1302S-Replace Line Laser Paint Striper 132PTSTRIP		35,000				35,000
1302	1302-132-EXC-001 (1320140)2-2015 excavator-Mini		125,000				125,000
1303	1303-New shed for Nursery		20,000				20,000
1303	1303-Replace F150 1330159		55,000				55,000
1304	1304-134-MOW-28 (Nursery zturn)		17,000				17,000
1306	1306-Replace 3,000 diesel tank in PW		25,000				25,000
1306	1306-Fuel Tank, 5,000 gallon diesel-Public Works		60,000				60,000
1401	Replace All Office Desks, Chairs and Accessories at Stone Street Offices		50,000				50,000
1403	Replace Verticutter Serial #817; 143-VC-001		14,000				14,000
1403	Replace 2012 Toro Workman Scooter #65, 143-5470 143-HAU-003		15,000				15,000
1403	Replace 1993 Ford Tractor, 143-TRA-004 (was #10)		30,000				30,000

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - CAPITAL FUND							
Div.	CAPITAL FUND	2025-26	2026-27	2027-28	2028-29	2029-30	Total
1403	Replace 2005 John Deere Tractor #143--TRA-003		30,000				30,000
1403	Renovate Boy Scout Hut		35,000				35,000
1403	Replace 2004 John Deere Tractor #15,		40,000				40,000
1403	Replace 2018 Nissan Pathfinder #38C, 143-5737		45,000				45,000
1403	Replace 2015 Nissan Titan Truck #23, 143-5564		50,000				50,000
1403	Replace 2009 Ford 250 Truck 1430021		50,600				50,600
1403	Renovate Little League Operations Tower		75,000				75,000
1403	Replace 2007 Toro Reelmaster Mower, 143-MOW-004		80,000				80,000
1403	Replace 2011 Toro Reel Mower #13, 143-5338		80,000				80,000
1403	Sperling Sports Complex Baseball Field Renovations		100,000				100,000
1403	Replace Flooring at Freedom Playground		200,000				200,000
1403	Renovate Softball Fields #1, #2, & #3 At Sperling Sports Complex		200,000				200,000
1403	Replace/renovate Candlelight Oaks Playground		250,000				250,000
1403	Construction of Recreation Center Complex		20,000,000				20,000,000
1408	Paint Spec Martin Stadium Exterior		75,000				75,000
1408	All Seat Replacement at Spec Martin Stadium		600,000				600,000
1410	Refinish Outdoor Basketball Court Surface - Chisholm		15,000				15,000
1411	Develop Vacant Field Space and Parking at Sperling Sports Complex		2,000,000				2,000,000
0110	Replace Document Imaging Scanner			15,000			15,000
0110	Upgrade Email Archiver 2018			30,000			30,000
0110	Sign Shop Printer			80,000			80,000
0110	Network Switch Upgrade			100,000			100,000
0110	Replace Data Domain Backup Appliance			250,000			250,000
1226	Sallyport flooring			37,643			37,643
1226	Replace vehicle- CID (1 of 3)			48,669			48,669
1226	Replace vehicle- CID (2 of 3)			48,669			48,669
1226	Replace vehicle- CID (3 of 3)			48,669			48,669
1226	FSIS-CSE Crime Scene Imaging			60,500			60,500
1226	Replace vehicle- Patrol (1 of 7)			89,377			89,377
1226	Replace vehicle- Patrol (2 of 7)			89,377			89,377
1226	Replace vehicle- Patrol (3 of 7)			89,377			89,377
1226	Replace vehicle- Patrol (4 of 7)			89,377			89,377
1226	Replace vehicle- Patrol (5 of 7)			89,377			89,377
1226	Replace vehicle- Patrol (6 of 7)			89,377			89,377
1226	Replace vehicle- Patrol (7 of 7)			89,377			89,377
1226	Replace carpet			118,690			118,690
1302	1302S-Replace (2) portable message signs			30,000			30,000
1302	1302-132-ASC-001 (2011 cat-dbl drum roller			35,000			35,000
1302	1302-1320120A (2016 Chevy Van)-Replace with a 4D Truck			65,000			65,000
1303	1303-Replace 2015 Aerial Bucket Lift 133144A			200,000			200,000
1304	1304-Power washer			25,000			25,000
1403	Purchase Two Portable Tower Lights			30,000			30,000

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - CAPITAL FUND

Div.	CAPITAL FUND	2025-26	2026-27	2027-28	2028-29	2029-30	Total
1403	Replace 2013 Chevrolet Captiva #57, 143-5483			37,000			37,000
1403	Replace 2020 Jacobsen Reel Mower TR330, 143-MOW-64			75,000			75,000
1403	Replace Tre Thomas Park Playground Equipment			250,000			250,000
1403	Renovate Operations Tower at Sperling Sports Complex			350,000			350,000
1403	Replace Field Lighting at Sperling Sports Complex Adult Baseball Field			400,000			400,000
1403	Renovate Three Little League Fields at Chipper Jones Complex			1,000,000			1,000,000
1408	Seat Replacement at Spec Martin Stadium Suites			150,000			150,000
1408	Replace Field Lights at Spec Martin Stadium			500,000			500,000
1412	Replace Herbicide/Pesticide Sprayer 143-SPRY-003			50,000			50,000
0106	Replace City Hall Shared SUV				65,000		65,000
0110	Building Large Format Printer				7,000		7,000
0110	AV Sanborn Center				75,000		75,000
0110	Update Network Disk space (Replacement of Unity 480 and Powerstore)				200,000		200,000
1222	Fire Engine (5th Station Apparatus)				1,200,000		1,200,000
1226	Replace vehicle- CID (1 of 3)				51,102		51,102
1226	Replace vehicle- CID (2 of 3)				51,102		51,102
1226	Replace vehicle- CID (3 of 3)				51,102		51,102
1226	Replace vehicle- Patrol (1 of 7)				93,846		93,846
1226	Replace vehicle- Patrol (2 of 7)				93,846		93,846
1226	Replace vehicle- Patrol (3 of 7)				93,846		93,846
1226	Replace vehicle- Patrol (4 of 7)				93,846		93,846
1226	Replace vehicle- Patrol (5 of 7)				93,846		93,846
1226	Replace vehicle- Patrol (6 of 7)				93,846		93,846
1226	Replace vehicle- Patrol (7 of 7)				93,846		93,846
1226	Mobile Command Center				300,000		300,000
1302	1302S PLOTTER - REPLACE				10,000		10,000
1302	1302-166-2018 Nissan Pathfinder				45,000		45,000
1303	1303-133158A - 2018 Veermer chipper				50,000		50,000
1403	Replace Skid Steer 1430171				75,000		75,000
1403	Replace Excavator 143-EXC-001				75,000		75,000
1403	Replace All Pavilions - Earl Brown Park & Stone Street				80,000		80,000
0110	City WIFI 2019 (29 access points)					60,000	60,000
0110	AV Commission Chambers					125,000	125,000
0110	Phone System Upgrade					200,000	200,000
0110	Office 365					375,000	375,000
1226	Replace vehicle- CID (1 of 3)					53,657	53,657
1226	Replace vehicle- CID (2 of 3)					53,657	53,657
1226	Replace vehicle- CID (3 of 3)					53,657	53,657
1226	Replace vehicle- Patrol (1 of 7)					98,538	98,538
1226	Replace vehicle- Patrol (2 of 7)					98,538	98,538
1226	Replace vehicle- Patrol (3 of 7)					98,538	98,538
1226	Replace vehicle- Patrol (4 of 7)					98,538	98,538

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - CAPITAL FUND							
Div.	CAPITAL FUND	2025-26	2026-27	2027-28	2028-29	2029-30	Total
1226	Replace vehicle- Patrol (5 of 7)					98,538	98,538
1226	Replace vehicle- Patrol (6 of 7)					98,538	98,538
1226	Replace vehicle- Patrol (7 of 7)					98,538	98,538
1302	1302-Replace 132137A-(2017) F450 dump truck					175,000	175,000
1303	1303-Replace 133147A-(2018) self loader- Freightliner					350,000	350,000
1403	Replace 3 Haulers					45,000	45,000
1403	Replace Zero-Turn Mowers					70,000	70,000
1410	Replace Kitchen Appliances - Chisholm					25,000	25,000
1410	Paint Exterior - Chisholm Center					60,000	60,000
	TOTAL CAPITAL FUND	5,562,421	30,168,467	14,964,669	3,374,418	2,633,927	56,703,902

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - WATER & SEWER FUND

Div.	WATER & SEWER FUND	2025-26	2026-27	2027-28	2028-29	2029-30	Total
4201	New Vehicle For Fog Inspector	52,094					52,094
4201	Inspection Golf Cart	15,521					15,521
4203	Water Plant PFAS PDR	187,000					187,000
4203	WP#1 High Service Well Pump Drives (3)	51,747					51,747
4203	WP#2 High Service Well Pump Drives (3)	41,325					41,325
4203	WP#3 High Service Well Pump Drives (3)	51,747					51,747
4203	Aqua Storage Recovery (Asr) Potable Well Abandonment	106,700					106,700
4204	2027 Water Main Improvements Design	425,700					425,700
4204	Water Master Plan	300,000					300,000
4204	New Pickup Truck Utility Body Replace #288	78,769					78,769
4204	Battery Powered Valve Exerciser Package	7,197					7,197
4204	New Pickup Truck Utility Body Replace #289	78,769					78,769
4204	Battery Powered Hydrant & Valve Exerciser	6,385					6,385
4204	Backhoe Loader Replace #63	177,502					177,502
4205	Carrousel #3 Flender Gearbox Replacement	160,000					160,000
4205	Carrousel #3 Flender Gearbox Rebuild	20,000					20,000
4205	Reclaim Water Expansion Phase #7 Construction	210,000					210,000
4205	Bar Screen Gearbox Replacement	7,700					7,700
4205	Lab Auto Sampler (2)	19,600					19,600
4205	New Vehicle Replace #210	52,094					52,094
4205	Golf Cart Replacement #252A	13,500					13,500
4206	L/S#26 Replacement & Panel Box	121,384					121,384
4206	L/S#28 Replacement & Panel Box	104,434					104,434
4206	L/S#83 Replacement & Panel Box	99,880					99,880
4206	L/S#10 Wet Well Relocation Design	103,871					103,871
4206	L/S#85 Replacement & Panel Box	99,880					99,880
4206	L/S#90 Replacement & Panel Box	102,346					102,346
4206	L/S#84 Generator & Transfer Switch	62,930					62,930
4208	Fac #2 - Replace 208109 With Chevy Silverado 2500Hd	84,933					84,933
4208	Fac #1 - New Ford F150 Super Cab-Foreman	60,914					60,914
4208	Fac #4 - Replace 208-TI-004 With A Tandem Axle Enclosed Cargo Trailer	7,813					7,813
4208	Fac #3 - Replace 208-Lift-002 With A Z62/40 Articulation Z-Boom Lift	170,388					170,388
4209	Customer Service - Office Improvements	32,229					32,229
4210	East Regional Sewer Force Main Phase B-1 Construction	3,180,000					3,180,000
4210	Sewer Line Rehabilitation	275,000	275,000	275,000	275,000	275,000	1,375,000
4210	Manhole Rehabilitation	100,000	100,000	100,000	100,000	100,000	500,000
4206	Vehicle, replace 2015 Ford Transit 206-284		52,250				52,250
4206	Replace Vehicle, 2013 F150, #274, 206-5480		73,920				73,920
4204	Replace vehicle, 2014 Ford F350, 204-278		74,160				74,160
4203	WP#9 Aerator replacement		74,294				74,294
4206	Vehicle, replace 2014 F250 4x4 206-277		79,538				79,538
4206	LS #53 Stanby Generator and Transfer Switch		85,200				85,200

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - WATER & SEWER FUND

Div.	WATER & SEWER FUND	2025-26	2026-27	2027-28	2028-29	2029-30	Total
4204	Replacement Vehicle, 2017 Ford F250, 204-295		89,000				89,000
4206	LS #33 Replacement and Panel Box		91,420				91,420
4206	LS #53 Replacement and Panel Box		91,420				91,420
4206	LS #87 Replacement and Panel Box		93,472				93,472
4206	Vehicle Replacement #297		93,500				93,500
4206	LS #56 Replacement and Panel Box		104,660				104,660
4206	L/S#78 replacement & panel box		114,032				114,032
4205	Reclaim Water Expansion Design Phase #8		311,760				311,760
4204	2028 Water Main Improvements Design		438,900				438,900
4210	East Regional Force Main Sewer Part B-2 Design		600,000				600,000
4205	Blue Lake Reclaim Loop		904,680				904,680
4203	WP#12 Reynolds Road Transmission Main Design		1,000,000				1,000,000
4204	Downtown Water Main construction Phase 1B		1,000,000				1,000,000
4203	WP#12 Northeast Well Field Design		1,210,000				1,210,000
4204	WP#10 DSI Project (B)		1,427,800				1,427,800
4203	Replace vehicle, 2019 Ford F150, 4203-5813; 4203-213			60,000			60,000
4206	Vehicle Replacement #283			74,250			74,250
4206	LS #55 Generator and Transfer Switch			82,250			82,250
4210	Vehicle Replacement #272			85,000			85,000
4206	LS #68 Replacement and Panel Box			86,285			86,285
4204	Replacement Vehicle, 2020 Ford F250, 204-299			91,000			91,000
4206	LS #19 Replacement and Panel Box			97,160			97,160
4206	LS #41 Replacement and Panel Box			97,160			97,160
4206	Vehicle Replacement #205			100,000			100,000
4206	LS #54 Replacement and Panel Box			103,880			103,880
4206	LS #88 Replacement and Panel Box			144,900			144,900
4205	Reclaim Water Expansion Design Phase #9			385,800			385,800
4204	Downtown Water Improvements Design Phase 2			400,000			400,000
4204	2029 Water Main Improvements Design			449,500			449,500
4210	Blue Lake Heights Sewer Retrofit Design			500,000			500,000
4210	East Regional Force Main Sewer Part C Design			750,000			750,000
4203	WP#12 Plant Improvements (Storage Tank & Pump House) Design			1,000,000			1,000,000
4204	Hazen Road/Greens Dairy WM			1,358,370			1,358,370
4205	Minnesota Ave Reclaim Loop			1,417,900			1,417,900
4205	LA-1 Land application site			1,611,120			1,611,120
4204	WP#10 DSI Project (C)			1,631,300			1,631,300
4210	East Regional Force Main Sewer Part B-2 Construction			4,200,000			4,200,000
4203	WP#12 Reynolds Road Transmission Main			4,412,870			4,412,870
4203	WP#12 Northeast Well Field Construction			4,985,200			4,985,200
4210	Vehicle Replacement #286				85,000		85,000
4206	LS #13 Generator and Transfer Switch				86,760		86,760
4204	Replacement Vehicle, 2014 F250 Vehicle 4203-214				90,584		90,584

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - WATER & SEWER FUND

Div.	WATER & SEWER FUND	2025-26	2026-27	2027-28	2028-29	2029-30	Total
4204	Replacement Vehicle, 2020 Ford F250, 204-54				93,000		93,000
4204	Replacement Vehicle, 2017 Ford F250, 204-293				98,246		98,246
4206	LS #94 Replacement and Panel Box				100,852		100,852
4206	LS #92 Replacement and Panel Box				100,852		100,852
4206	LS #96 Replacement and Panel Box				100,852		100,852
4206	LS #98 Replacement and Panel Box				100,852		100,852
4206	LS #91 Replacement and Panel Box				111,076		111,076
4206	Vehicle Replacement #221				125,000		125,000
4204	Downtown Water Improvements Design Phase 3				250,000		250,000
4205	Reclaim Water Expansion Design Phase #10				400,000		400,000
4204	2030 Water Main Improvement Design				450,000		450,000
4210	Spring Hill Phase #4 Sewer Design				500,000		500,000
4203	Deep Creek/Leffler Test Well Project				628,560	6,000,000	6,628,560
4203	Central City Well OC-2				775,000		775,000
4205	Wiley M. Nash Capacity Design				850,000		850,000
4204	Downtown Water Improvements Construct Phase 2				1,120,000		1,120,000
4204	Hazen Road/Mercer Fernery				1,364,880		1,364,880
4204	EVWS DSI Project - (C				1,464,710		1,464,710
4204	Daytona Park Estates Ph#1				2,977,321		2,977,321
4210	East Regional Force Main Sewer Part C Construction				4,200,000		4,200,000
4210	Blue Lake Heights Sewer Retrofit Construction				4,200,000		4,200,000
4203	WP#12 Plant Improvements (Storage Tank & Pump House)Construction				4,814,040		4,814,040
4206	Vehicle Replacement #300					65,000	65,000
4206	Vehicle Replacement #204					68,227	68,227
4206	LS #114 Generator and Transfer Switch					81,760	81,760
4204	Replacement Vehicle, 2019 Ford F250, 204-73A					98,264	98,264
4204	Replacement Vehicle, 2019 Ford F250, 204-215					98,264	98,264
4206	LS #99 Replacement and Panel Box					100,852	100,852
4206	LS #100 Replacement and Panel Box					114,512	114,512
4206	LS #73 Replacement and Panel Box					114,512	114,512
4206	LS #101 Replacement and Panel Box					120,325	120,325
4206	LS #35 Replacement and Panel Box					120,325	120,325
4210	Lonleaf Plantation LP-1 Collection System Design					419,000	419,000
4204	2031 Water Main Improvement Design					450,000	450,000
4205	Reclaim Water Expansion Design Phase #11					480,000	480,000
4210	Spring Hill Phase 5A Sewer Design					500,000	500,000
4204	Farmton Water Supply Project					603,570	603,570
4204	Downtown Water Improvements Construct Phase 3					900,000	900,000
4204	EVWS DSI Project (D)					1,477,320	1,477,320
4204	EVWS DSI Project (A) 16" WM					1,579,560	1,579,560
4210	Spring Hill Phase #4 Sewer construction					9,420,800	9,420,800

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - WATER & SEWER FUND							
Div.	WATER & SEWER FUND	2025-26	2026-27	2027-28	2028-29	2029-30	Total
	TOTAL WATER & SEWER FUND	6,669,352	8,385,006	24,498,945	25,462,585	23,187,291	88,203,179

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - WATER TRUST FUND							
Div.	WATER TRUST FUND	2025-26	2026-27	2027-28	2028-29	2029-30	Total
4204	2026 Water Main Improvements Construction	2,250,000					2,250,000
4204	Downtown Water Main Construction	1,000,000					1,000,000
4204	2027 Water Main Improvements Construction		2,000,000				2,000,000
4204	2028 Water Main Improvements Construction			2,000,000			2,000,000
4204	2029 Water Main Improvements Construct				2,000,000		2,000,000
4204	2030 Water Main Improvement Construction					2,000,000	2,000,000
	TOTAL WATER TRUST FUND	3,250,000	2,000,000	2,000,000	2,000,000	2,000,000	11,250,000

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - WASTEWATER TRUST FUND							
Div.	WATER & WASTEWATER TRUST FUND	2025-26	2026-27	2027-28	2028-29	2029-30	Total
4205	Reclaim Water Expansion Phase #6 Construction	2,351,575					2,351,575
4206	Downtown Lift Station & Force Main Construction	4,595,000					4,595,000
4205	Reclaim Water Expansion Construction Phase #7		1,860,760				1,860,760
4205	Reclaim Water Expansion Construction Phase #8			1,880,560			1,880,560
4205	Reclaim Water Expansion Construction Phase #9				1,896,192		1,896,192
4205	Reclaim Water Expansion Construction Phase #10					1,725,360	1,725,360
	TOTAL WASTEWATER TRUST FUND	6,946,575	1,860,760	1,880,560	1,896,192	1,725,360	14,309,447

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - AIRPORT FUND							
Div.	AIRPORT FUND	2025-26	2026-27	2027-28	2028-29	2029-30	Total
4300	Card Reader & Automatic Gate Function to Airport Gate	9,020					9,020
4300	East Hangar Complex Directional Sign	13,830					13,830
4300	Design - Taxiway E Lighting, Signage, and Taxiway Configuration	125,000					125,000
4300	Construct - East Hangar Complex - Phase 1b	1,000,000					1,000,000
4300	Construct - South Central Apron Rehab	1,000,000					1,000,000
4300	Design - Taxiway A to become 50' (currently 40')		150,000				150,000
4300	Design - Taxiway Connector to Runway 5 end		280,000				280,000
4300	Design - Runway 12/30		400,000				400,000
4300	Construct - Taxiway E lighting, signage, and taxiway configuration		500,000				500,000
4300	Construct - East Hangar Complex - Phase 1b (\$2,000,000 project, split between 2 years		1,000,000				1,000,000
4300	Design - Wildlife Fencing			140,000			140,000
4300	Design - Taxiway B Rehab			300,000			300,000
4300	Design - replacement hangar			310,000			310,000
4300	Construct - Taxiway A to become 50' (currently 40')			1,500,000			1,500,000
4300	Construct - Taxiway B Rehab			2,250,000			2,250,000
4300	Construct - Runway 12/30 rehab			4,000,000			4,000,000
4300	Design - Taxiway C rehab				150,000		150,000
4300	Wetland Mitigation				1,000,000		1,000,000
4300	Construct - Wildlife fencing				1,390,000		1,390,000
4300	Construct - Fuel farm				1,500,000		1,500,000
4300	Construct - Taxiway C rehab					2,250,000	2,250,000
	TOTAL AIRPORT FUND	2,147,850	2,330,000	8,500,000	4,040,000	2,250,000	19,267,850

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - STORMWATER FUND							
Div.	STORMWATER FUND	2025-26	2026-27	2027-28	2028-29	2029-30	Total
4500	Replace 450-MC-010 With Scag Tiger 6"	20,400					20,400
4500	Miscellaneous Stormwater Improvements (Pond)	25,000	25,000	25,000	25,000	25,000	125,000
4500	Miscellaneous Stormwater Pond Fence Maintenance	30,000	30,000	30,000	30,000	30,000	150,000
4500	Replace 450123A With Ford F250 Super Crew Cab	71,570					71,570
4500	New F350 Regular Cab	99,259					99,259
4500	Miscellaneous Stormwater Improvements (Neighborhood)	150,000	150,000	150,000	150,000	150,000	750,000
4500	Old Daytona Road Bridge Construction Plans	150,000					150,000
4500	Bay Street Stormwater Improvements Phase 1 And Phase 2	200,000					200,000
4500	Miscellaneous Citywide Pipe Lining Replacement	300,000	300,000	300,000	300,000	300,000	1,500,000
4500	4500-NEW Mowers-Scagg		10,000				10,000
4500	4500-450M516-(2013 48" scagg)		20,000				20,000
4500	4500-4500148 replace 2014 turf maker 325 hydroseeder		20,000				20,000
4500	4500-NEW Enclosed Trailer		20,000				20,000
4500	4500-NEW Mowers-Scagg		20,000				20,000
4500	4500-Replace450108A- 2016 Wheeled Excavator		20,000				20,000
4500	4500-450M515-(2013 48" scagg)		58,000				58,000
4500	4500-NEW Sewer Jet		487,294				487,294
4500	4500-450161A - (2018) freightliner loader - Dump Truck			18,000			18,000
4500	4500-450-INM-555 (2018 60" kubota)			70,000			70,000
4500	4500-450167A-(2015 F550 dump truck)			200,000			200,000
4500	4500-450162A - 2017 dump truck Ford F350				11,000		11,000
4500	4500-Replace 4500173 - 2018 Nissan Rouge-EEC				75,000		75,000
4500	4500-4500172 - 2015 sod cutter				100,000		100,000
4500	4500-450-L-001 - (450166A)-CAT backhoe				225,000		225,000
	TOTAL STORMWATER FUND	1,046,229	1,160,294	793,000	916,000	505,000	4,420,523

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - PERMITS & INSPECTIONS FUND							
Div.	PERMITS AND INSPECTIONS FUND	2025-26	2026-27	2027-28	2028-29	2029-30	Total
4800	Drone 1 of 2	16,000					16,000
4800	Drone 2 of 2	16,000					16,000
4800	Vehicle for new Lead Code Enforcement Officer	30,000					30,000
4800	Vehicle for new Code Enforcement Officer	30,000					30,000
4800	New Vehicle for Deputy Fire Marshal	45,000					45,000
	TOTAL STORMWATER FUND	137,000	0	0	0	0	137,000



CERTIFICATE OF PARTICIPATION

This is awarded to

Marissa Davis

for participating in the 3rd Annual City of Deland Staff Children's Art Exhibit

Christopher M. Cloudman, Mayor

Michael P. Pleus, City Manager



CERTIFICATE OF PARTICIPATION

This is awarded to

Paxton Donnellan

for participating in the 3rd Annual City of Deland Staff Children's Art Exhibit

Christopher M. Cloudman, Mayor

Michael P. Pleus, City Manager





CERTIFICATE OF PARTICIPATION

This is awarded to

Rory Donnellan

for participating in the 3rd Annual City of Deland Staff Children's Art Exhibit

Christopher M. Cloudman, Mayor

Michael P. Pleus, City Manager





CERTIFICATE OF PARTICIPATION

This is awarded to

Frankie Fischetti

for participating in the 3rd Annual City of Deland Staff Children's Art Exhibit

Christopher M. Cloudman, Mayor

Michael P. Pleus, City Manager





CERTIFICATE OF PARTICIPATION

This is awarded to

Addie Fischetti

for participating in the 3rd Annual City of Deland Staff Children's Art Exhibit

Christopher M. Cloudman, Mayor

Michael P. Pleus, City Manager





CERTIFICATE OF PARTICIPATION

This is awarded to

Matteo Fischetti

for participating in the 3rd Annual City of Deland Staff Children's Art Exhibit

Christopher M. Cloudman, Mayor

Michael P. Pleus, City Manager





CERTIFICATE OF PARTICIPATION

This is awarded to

Chase Grebosz

for participating in the 3rd Annual City of Deland Staff Children's Art Exhibit

Christopher M. Cloudman, Mayor

Michael P. Pleus, City Manager





CERTIFICATE OF PARTICIPATION

This is awarded to

Lilly Jackson

for participating in the 3rd Annual City of Deland Staff Children's Art Exhibit

Christopher M. Cloudman, Mayor

Michael P. Pleus, City Manager





CERTIFICATE OF PARTICIPATION

This is awarded to

Kenzie Lunsford

for participating in the 3rd Annual City of Deland Staff Children's Art Exhibit

Christopher M. Cloudman, Mayor

Michael P. Pleus, City Manager





CERTIFICATE OF PARTICIPATION

This is awarded to

Raegan Hewitt

for participating in the 3rd Annual City of Deland Staff Children's Art Exhibit

Christopher M. Cloudman, Mayor

Michael P. Pleus, City Manager





CERTIFICATE OF PARTICIPATION

This is awarded to

Hanhalt Pierson

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Christopher M. Cloudman, Mayor

Michael P. Pleus, City Manager





CERTIFICATE OF PARTICIPATION

This is awarded to

Benjamin Pierson

for participating in the 3rd Annual City of Deland Staff Children's Art Exhibit

Christopher M. Cloudman, Mayor

Michael P. Pleus, City Manager





CERTIFICATE OF PARTICIPATION

This is awarded to

Destiny Pipe

for participating in the 3rd Annual City of Deland Staff Children's Art Exhibit



Christopher M. Cloudman, Mayor



Michael P. Pleus, City Manager





CERTIFICATE OF PARTICIPATION

This is awarded to

Trinity Pipe

for participating in the 3rd Annual City of Deland Staff Children's Art Exhibit

Christopher M. Cloudman, Mayor

Michael P. Pleus, City Manager





CERTIFICATE OF PARTICIPATION



This is awarded to

Denzel Pipe

for participating in the 3rd Annual City of Deland Staff Children's Art Exhibit

Christopher M. Cloudman, Mayor

Michael P. Pleus, City Manager





CERTIFICATE OF PARTICIPATION

This is awarded to

Isiah Moeller

for participating in the 3rd Annual City of Deland Staff Children's Art Exhibit

Christopher M. Cloudman, Mayor

Michael P. Pleus, City Manager





CERTIFICATE OF PARTICIPATION

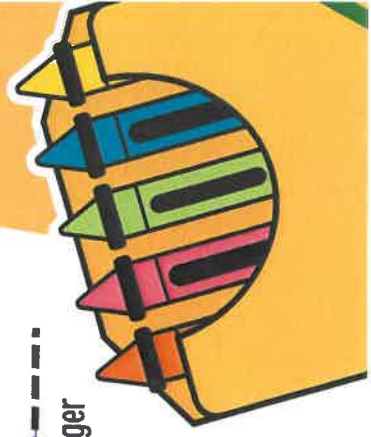
This is awarded to

Cameron Wiggins

for participating in the 3rd Annual City of Deland Staff Children's Art Exhibit

Christopher M. Cloudman, Mayor

Michael P. Pleus, City Manager





CERTIFICATE OF PARTICIPATION

This is awarded to

Jamie Wiggins

for participating in the 3rd Annual City of Deland Staff Children's Art Exhibit

Christopher M. Cloudman, Mayor

Michael P. Pleus, City Manager





CERTIFICATE OF PARTICIPATION

This is awarded to

Charlotte Floryance

for participating in the 3rd Annual City of Deland Staff Children's Art Exhibit

Christopher M. Cloudman, Mayor

Michael P. Pleus, City Manager





CERTIFICATE OF PARTICIPATION

This is awarded to

Makayla Stark

for participating in the 3rd Annual City of Deland Staff Children's Art Exhibit

Christopher M. Cloudman, Mayor

Michael P. Pleus, City Manager





CERTIFICATE OF PARTICIPATION

This is awarded to

Skylah Lao

for participating in the 3rd Annual City of Deland Staff Children's Art Exhibit

Christopher M. Cloudman, Mayor

Michael P. Pleus, City Manager



CITY OF DELAND
Request for Commission Action
September 15, 2025

SUBJECT: Employee Years of Service Awards.

DEPARTMENT: Human Resources

PREPARED BY: Jeremy Wiggins, HR Director

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, September 9, 2025

SUMMARY/HIGHLIGHT:

The City of DeLand is honored to be able to celebrate the dedicated service from City employees who have spent their career serving our community. At this time the City of DeLand is proud to recognize the following individuals for their years of service.

15 Years of Service

Battalion Chief Robert Cory, Fire Department
Sergeant Jason Floryance, Police Department

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
September 15, 2025

SUBJECT: Consideration re Utility Service Agreement for DeLand Tech Park.

DEPARTMENT: Utilities

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

ATTACHMENTS: Partially signed DeLand Tech Utility Service

APPROVED BY: Michael Pleus, City Manager, September 10, 2025

SUMMARY/HIGHLIGHT:

The DeLand Tech Park commercial complex project is located Between State Road 472 and Cassadaga Road and between Martin Luther King Boulevard and Interstate 4. The proposed commercial complex will equate to two hundred and seventy-nine (279) 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 seventy-nine (279) residential units once constructed.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached Utility Service Agreement for the DeLand Tech Park commercial complex.

BACKGROUND/DISCUSSION:

N/A

**UTILITY SERVICE AGREEMENT
FOR
DELAND TECH PARK**

THIS AGREEMENT is entered into this 20th day of August, 2025, between the City of DeLand (City) and LONGLEAF FOUR, LLC (Developer) regarding utility service for the, DeLand Tech Park 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 between State Road 472 and Cassadaga Road and between Martin Luther King Boulevard and Interstate 4 DeLand, FL and described as:

TAX PARCEL NUMBERS

810600000090

06-18-31 SW 1/4 OF GOV LOT 3 S OF RD EXC E 430 FT OF W 600 FT OF N 240.7 FT ON E/L & EXC PORTION OF ROW PARCEL 1 AS DESCRIBED IN OR 8517 PG 0469 MEAS 9 FT ON W/L PER OR 3192 PG 1499 PER OR 8493 PG 1282

810600000100

06-18-31 E 240 FT ON S/L OF W 410 FT OF N 219.85 FT ON E/L & 214.1 FT ON W/L S OF ST RD OF SW 1/4 OF GOVT LOT 3 & EXC PORTION OF ROW PARCEL 1 AS DESCRIBED IN OR 8517 PG 0469 MEAS 240 FT ON S/L PER OR 3887 PG 1556 PER OR 4463 PG 4534 PER OR 7959 PG 3833 PER OR 8493 PG 1280

810600000110

06-18-31 E 190 FT ON S/L OF W 600 FT OF N 240.7 FT ON E/L & 219.85 FT ON W/L S OF ST RD OF SW 1/4 OF GOVT LOT 3 & EXC PORTION OF ROW PARCEL 1 AS DESCRIBED IN OR 8517 PG 0469 MEAS 190 FT ON S/L PER OR 5279 PG 3063 PER OR 8493 PG 1088

810600000070

06-18-31 SE 1/4 OF GOVT LOT 3 EXC SR 430-A & EXC PROPOSED I-4 FRONTAGE RD & INC N 240.7 FT OF SW 1/4 OF GOVT LOT 3 EXC N 600 FT & EXC ROW PARCELS AS DESCRIBED IN OR 8517 PG 0469 PER OR 130 PG 435 PER OR 8493 PG 3550

810600000071

06-18-31 NEW R/W FOR I-4 FRONTAGE RD IN W 172.5 FT OF E 486.12 FT ON S/L OF N 298.66 FT OF S 841.68 FT ON E/L GOVT LOT 3 PER OR 5672 PG 1076 PER OR 8513 PG 3276

810600000060

6 18 31 SW 1/4 OF GOVT LOT 2 EXC RD & EXC W 70 FT & INC W 1/2 OF SE 1/4 OF GOVT LOT 2 W OF R/W ST RD 400 & S OF R/W COUNTY RD 4139 PER OR 4801 PG 2245 PER OR 8217 OR 0983 PER OR 8217 PG 0981 PGS 2245-2248

810600000124

6 18 31 SW 1/4 OF GOVT LOT 2 EXC RD & EXC W 70 FT & INC W 1/2 OF SE 1/4 OF GOVT LOT 2 W OF R/W ST RD 400 & S OF R/W COUNTY RD 4139 PER OR 4801 PG 2245 PER OR 8217 OR 0983 PER OR 8217 PG 0981 PGS 2245-2248

810604000170

LOTS 17 TO 27 INC N OF ST RD 15A YOURLANDO FARMS & GROVES EXC IRREG PARCEL IN LOT 27 MEAS 372.62 FT ON E/L & 148.28 FT ON RD R/W PER OR 2794 PG 0001 PER OR 8400 PG 4662

810600000091

6-18-30 E 1/2 OF N 1/2 OF GOVT LOT 6 & N 1/2 OF LOT 7 W OF SR 400 & INC W 70 FT OF GOVT LOT 2 S OF SR 430A PER OR 4801 PGS 2245-2248

810600000121

06-18-31 W 5 CHS OF S 1/2 OF N 1/2 OF LOT 5 EXC ST RD 472 & EXC E 100 FT & EXC IRREG PARCEL PER OR 3779 PG 3818 FOR WEST VOLUSIA BELTWAY MEAS 26.55 FT ON N/L SR 472 & MEAS 883.19 FT ON W/L GOVT LOT 5 PER OR 2638 PG 1218 & EXC TRIANG PART PER OR 7193 PG 4008

810600000122

6-18-31 E 100 FT OF W 5 CHS OF S 1/2 OF N 1/2 OF LOTS N OF ST RD 15-A PER OR 2794 PG 0001 PER OR 8400 PG 4662

810600000072

06-18-31 POND PARCEL AS DESCRIBED IN OR 8513 PG 3276 MEAS 414.52 FT ON N/L & MEAS 202.81 ON ELY/L

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:

- MLK city ownership connection to existing 12" potable water main at master meter with one 12" gate valve, and approximately 300 +/- LF 12" HDPE or PVC piping. 472 city ownership connection will start after the 12" master meter. Cassadaga city ownership connection will start after the 12" master meter.
- MLK connection to existing 8" sanitary sewer stub out with new manhole (S-19). Upgrade 4" force main to 6" for approximately 300 +/- LF of HDPE or PVC piping. Existing lift station will be removed and upgraded to accommodate higher flows.

- MLK city ownership connection to existing 18" reclaim main after the master meter with one 12" gate valve, and approximately 300 +/- LF 12" HDPE or PVC piping. Cassadaga city ownership connection will start after the 12" master meter.
- All connections to City facilities shall be made at Developer's expense. All water and reuse meters 2" and below will be installed by the City at the Developer's expense.
- Any other installations required in accordance with the plans and specifications for the subject development or which are otherwise required in accordance with sound utility engineering practices.

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

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

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

Section 7. Conveyance of easements and improvements. The Developer shall at its expense grant to the City adequate transferable easements for water, sewer and reuse lines, for access to lift stations and water stations and related appurtenances as may be deemed necessary by the City.

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 DeLand Tech Park, 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.

LONGLEAF FOUR, LLC

[Signature]
Name: Harry F. McNaught
Title: Manager

ATTEST:

NA
Name: _____
Secretary

[Signature]
Witness

[Signature]
Witness

CITY OF DELAND

Christopher M. Cloudman
Mayor

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Witness

Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

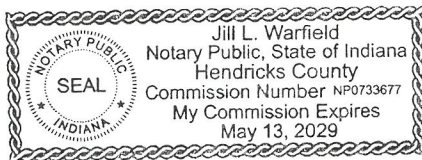
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025 by Christopher M. Cloudman, Mayor-Commissioner of the City of DeLand, Florida who is ☐ personally known to me or ☐ who has produced, _____ as identification

Notary Public - State of Florida

Name: _____
My Commission expires: _____

Indiana (jw)
STATE OF ~~FLORIDA~~
Marion (jw)
COUNTY OF ~~VOLUSIA~~

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20 day of August, 2025 by Harry F. McNaught the Manager of LONGLEAF FOUR, LLC who is ☒ personally known to me or ☐ who has produced, _____ as identification.



Jill L. Warfield
Notary Public - State of ~~Florida~~ Indiana (jw)

Name: Jill L. Warfield
My Commission expires: May 13, 2029

PROJECT TEAM

DEVELOPER

LONGLEAF FOUR, LLC
320 N. MERIDIAN ST, SUITE 700
INDIANAPOLIS, IN 46204
CONTACT: HARRY F. MCNAUGHT
PHONE: (317) 439-4577
EMAIL: HARRYMCNAUGHT@GMAIL.COM

CIVIL ENGINEER

KIMLEY-HORN AND ASSOCIATES, INC.
200 S. ORANGE AVE., SUITE 600
ORLANDO, FL 32801
CONTACT: JEFFREY R. SWISHER, P.E.
PHONE: (407) 898-1511
EMAIL: JEFFREY.SWISHER@KIMLEY-HORN.COM

LANDSCAPE ARCHITECT

KIMLEY-HORN AND ASSOCIATES, INC.
200 S. ORANGE AVE., SUITE 600
ORLANDO, FL 32801
CONTACT: JOHN GRIFFIN, PLA
PHONE: (407) 427-1630
EMAIL: JOHN.GRIFFIN@KIMLEY-HORN.COM

SURVEYOR:

VHB
225 E. ROBINSON STREET
ORLANDO, FLORIDA 32801
CONTACT: JOHN PROWELL
PHONE: (407) 839-4006
EMAIL: JPROWELL@VHB.COM

SURVEYOR:

SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127
CONTACT: CHRIS WILLIAMS, P.S.M.
PHONE: (386) 761-5385
EMAIL: CWILLIAMS@SLIGERASSOCIATES.COM

UTILITY PROVIDERS

WATER, SEWER, AND RECLAIMED WATER :

VOLUSIA COUNTY WATER RESOURCE
& UTILITY
3151 E NEW YORK AVE
DELAND, FL 32724
CONTACT: ERIN REED
PHONE: (386) 804-4561

CABLE/TELEPHONE:

CENTURYLINK
1325 BLAIRSTONE RD RM 113
TALLAHASSEE, FL 32301
CONTACT: BILL MCCLOUD
PHONE: (850) 599-1444

POWER:

DUKE ENERGY
1150 GREENWOOD BLVD
LAKE MARY, FL 32746
CONTACT: CUSTOMER SERVICE
PHONE: (407) 629-1010

TELEPHONE

AT & T / T
2901 W BUSCH BLVD. SUITE 711
TAMPA, FL 33618
CONTACT: KEVIN TALECKI / MIKE GAMBOA
PHONE: (610) 200-3365

TELEPHONE

AT & T / T DISTRIBUTION
6628 LAKESIDE RD
WEST PALM BEACH, FL 33411
CONTACT: DINO FARRUGIO
EMAIL: G27896@ATT.COM

CITY OF DELAND
Request for Commission Action
September 15, 2025

SUBJECT: Consideration re River Booster Pump Station Change Order No. 2.

DEPARTMENT: Utilities

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

ATTACHMENTS: Change Order #2

APPROVED BY: Michael Pleus, City Manager, September 10, 2025

SUMMARY/HIGHLIGHT:

In December of 2024, The City of DeLand issued a Notice to Proceed to McMahan Construction Company, Inc for the construction of a River Booster Pump Station, located at 1626 W Beresford Avenue. This site is the future location of Edgewood Subdivision and the developer agreed to set a tract aside for the River Booster Pump Station for the city.

McMahan Construction Company was previously granted a change order number one for just a time extension of eighty-five (85) days to account for the delay in obtaining the Volusia County Infrastructure and Building permits to avoid any possible liquidated damages by exceeding contract time.

The job is now approaching final completion and several items have come up that need adjustment bringing about the need for an additional change order. An additional pressure sensor was needed on the intake piping of the pump system to function properly, Duke Energy required an additional main disconnect on the main incoming power, and Volusia County required the emergency access drive to be paved from the road to edge of ROW for final sign off. Change Order #2 to McMahan Construction Company, Inc. for the River Booster Pump Station is attached.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The fiscal impact included in this change order is \$41,530.75 for the three items discussed above. However, in the contract Pay Item #14 for Permit/ Allowances is under spent and can be utilized to cover \$29,077.01 of the amount. So, the net Change order total is only asking for a contract price increase of \$12,523.74. This will be included in a future budget amendment presented for approval to the City Commission, funded from interest earnings for the fiscal year.

RECOMMENDATION:

Staff recommends the Commission approve the contract price increase of \$12,523.74 and approval of the attached change order #2 between the City of DeLand and McMahan Construction Company, Inc.

BACKGROUND/DISCUSSION:

N/A

CHANGE ORDER NO. 2

Date: September 15th, 2025

Project: River Booster Pump Station

Contractor: McMahan Construction Co, Inc
123 East Indiana Avenue,
DeLand, FL, 32724

Description: Rosemount PIT per process control service for suction piping; Additional power disconnect as required by Duke Energy; Concrete Apron at temporary entrance on Beresford Ave as required by Volusia County.

ADJUSTED SCHEDULE OF CONTRACT COSTS

Original Contract Amount.....\$1,539,000.00

Change Order No. 1.....\$0.00

This Change Order No. 2.....\$12,523.74

Adjusted Contract Cost..... \$1,551,523.74

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.

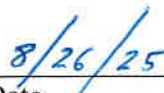
James Ailes
Deputy Public Services/Utilities Director

Date

McMahan Construction Co, Inc



Dean Kellogg
President



Date

Attest:

McMahan Construction Company, Inc

Printed Name: _____

Title: _____

By: Dean Kellogg

Printed Name: Dean Kellogg

Title: President

ATTEST:

CITY OF DELAND

Julie A. Hennessy, MMC

City Clerk- Auditor

By: _____

Christopher M. Cloudman,
Commissioner-Mayor

Date: _____

CHANGE ORDER FORM

Project: ***CITY OF DELAND
RIVER BOOSTER PUMP STATION
CITY# 24-11***

CHANGE ORDER NO. 2

DATE OF ISSUANCE: 8-21-2025 CONTRACTOR: McMahan Construction

EFFECTIVE DATE: Date of City approval

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
\$1,539,000.00	Substantial Completion: 210 days – June 30, 2025 Final Completion: + 30 days – July 30, 2025
Net changes from previous Change Orders	Net change from previous Change Orders
\$0.00	85 Days
Contract Price prior to this Change Order	Contract Times prior to this Change Order
\$1,539,000.00	Substantial Completion: 295 days–September 23, 2025 Final Completion: + 30 days – October 23, 2025
Net Increase (decrease) of this Change Order	Net Increase (decrease) of this Change Order
\$12,523.74	0 Days
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
\$1,551,523.74	Substantial Completion: 295 days – September 23, 2025 Final Completion: + 30 days – October 23, 2025

CHANGES ORDERED:

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

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

II. REQUIRED CHANGES:

CONTRACT PRICE: The contract price is hereby increased by \$12,523.74.

CONTRACT TIME: N/A

III. JUSTIFICATION:

CONTRACT PRICE: Additional contract funds are needed for the following:

Rosemount PIT per Process Control Service for Suction Piping	\$13,937.00
Additional disconnect required by Duke Energy	\$21,393.75
Concrete Apron at Beresford required by VC	<u>\$ 6,200.00</u>
Total	\$41,530.75

Less Item #14 Permit/Allowance unused funds to be utilized	<u>\$(29,077.01)</u>
--	---------------------------------

Change Order net total	\$12,523.74
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CONTRACT TIME: N/A

- 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:  8/26/25
(Authorized Signature) (Date)

Noah Adamoski, P.M.

ACCEPTED BY:

McMahan Construction Co.
(Contractor)

 8/26/25
(Authorized Signature) (Date)

Dean Kellogg
Printed Name

APPROVED BY:

City of DeLand
(Owner)

By: _____
(Authorized Signature) (Date)

Printed Name



John Justus <jjustus@mcmahanfl.com>

DeLand River Booster Pump Station Suction Gauge

John Justus <jjustus@mcmahanfl.com>

Thu, Jun 12, 2025 at 9:49 AM

To: Matt Guzinski <Matt.Guzinski@meadhunt.com>

Cc: Noah Adamoski <Noah.Adamoski@meadhunt.com>, Ronnie Price <Ronnie.Price@meadhunt.com>, Katie Chase <kchase@dataflowsys.com>, Whitney Zittle <Zittlew@deland.org>, Jim Ailes <Ailesj@deland.org>, Donald James <jamesd@deland.org>, lankfordm <lankfordm@deland.org>, Donnie Ramsey <dramsey@mcmahanfl.com>, Matt Myers <mmyers@mcmahanfl.com>

Matt

Good morning. We received the DFS adder for 2nd Rosemount PIT today. Our pricing breakdown is as follows:

• Rosemount PIT cost including tax & startup:	\$5,463
• Electrical conduit/wiring/surge suppression required:	\$2,300
• SS valves, piping & gauge:	\$1,700
• DFS programming & screen addition:	\$856
• McMahan labor & insurance:	\$1,800
•	=====
• Subtotal:	\$12,119
• Contractor's overhead & markup at 15%:	\$1,818
•	=====
• Total cost:	\$13,937

Attached are pricing quotes from Process Control Services and DFS for reference. Upon review, please confirm this is approved. We understand this will be billed under the remaining allowance portion of the contract. Contact us with any questions. Thanks.

John Justus
McMahan Construction Co.,Inc.
(386) 734-1071 office
(386) 214-1339 cell

[Quoted text hidden]

2 attachments

 **Rosemount PIT per Process Control Services, 6-3-25.pdf**
253K

 **DFS pricing for 2nd PIT, 6-12-25.pdf**
252K

Process Control Services LLC

1205 Pinewood Lane
Ocoee FL, 34761
407.252.5033

SCOPE OF SUPPLY

Date: 6/3/25

Project: Deland Booster station pressure gauge

Customer: McMahon Construction

In accordance with the attached Terms and Conditions, Process Control Services LLC is pleased to offer the following materials/services for the above referenced project. While our complete offering is detailed in this submission, purchase orders directly to manufacturers may be required when ordering.

Provide one new Rosemount Pressure Transmitter.

- **Qty(1) Rosemount 2088 Pressure Transmitter**
 - 2088G2S22A1M4B4DW Transmitter
 - G Gage
 - 2 -14.7 to 150 psi
 - S 4-20 mA dc/Digital HART Protocol
 - 22 316 SS process connection, isolating diaphragm, silicone fill fluid
 - A ½-14 NPT female process connection
 - 1 ½-14 NPT conduit entry
 - M4 LCD display with local operator interface
 - B4 SS mounting bracket with SS bolts
 - DW NSF drinking water approval

PCS's price includes.

- Startup and testing.

PCS's price does not include.

- Installation
- taxes

Process Control Services LLC

1205 Pinewood Lane
Ocoee FL, 34761
407.252.5033

PRICE, DELIVERY AND TERMS OF OFFERING

Prices submitted are for equipment/services specifically listed within this Scope of Supply which constitute our complete offering; Sections may be referenced for identification and clarification only and **does not imply the Section is offered in its entirety.**

PRICE: \$5,128.80 FOB factory with freight allowed to jobsite, shipped via standard commercial carrier.

DELIVERY: 3-4 weeks after complete and acceptable approval is received.

SUBMITTAL FOR APPROVAL: N/A after acceptable purchase Agreement is received.

TERMS OF PAYMENT

Based on initial and continuing credit approval by Process Control Services LLC., the following payment terms apply:

- Net 30
- NO HOLDBACK (RETAINAGE) provision is offered or allowed

Process Control Services LLC

1205 Pinewood Lane

Ocoee FL, 34761

407.252.5033

Thank you for the opportunity to offer this Scope of Supply, questions and/or comments regarding this offering should be directed to the salesperson whose name is affixed to the Scope of Supply.

Wade Mathis

407-252-5033

Wade@processcontrolsllc.com



Change Order Quote

CO #:	001	Date:	6/11/2025
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Customer:	McMahan Construction	Customer POC:	Don Ramsey John Justus
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Job Name:	Deland River Booster Pump Station	Utility: (End User)	City of Deland
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DFS Job #:	72402-SE	DFS PM:	Katie Chase
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Item #	Description	Qty	Unit Price	Extended Price
1	Addition of Rosemount PIT to Suction Line (includes screen changes, drawing updates, programming updates, & configuration changes)	1	\$856.00	\$856.00
Total of CO				\$856.00
Prev Project Total				\$54,630.19
New Project Total				\$55,486.19

Customer Acceptance and Authorization to Proceed

Name _____ Title _____

Signature _____ Date _____

Note: Taxes not included in Project Totals, if tax applicable

SCADA SOLUTIONS SINCE 1981 - www.dataflowsys.com - MADE IN THE USA WITH PRIDE

Data Flow Systems, LLC • 605 John Rodes Blvd. • Melbourne, Florida 32934 • PH:



John Justus <jjustus@mcmahanfl.com>

FW: Deland Booster PS CO

4 messages

Matt Guzinski <matt.guzinski@meadhunt.com>

Wed, Aug 13, 2025 at 11:07 AM

To: John Justus <jjustus@mcmahanfl.com>, Chad Donnelly <ChadDonnelly@economyelectricco.com>, Donnie Ramsey <dramsey@mcmahanfl.com>

Cc: Noah Adamoski <noah.adamoski@meadhunt.com>, Karen Gimbel <Karen.Gimbel@meadhunt.com>

John,

Please see below for proceeding forward with procuring the additional disconnect.

We would like to bill out the remaining amount of the allowance, and the rest can be wrapped into the CO with the additional 60 days.

Was there a cost sent over for that ARV work down at the river? Please provide the cost associated with that work so we can wrap it into this change order as well.

Thanks,

Matt Guzinski, PE

Direct: 386-490-1097 | Transfer Files

meadhunt.com | 125 Years of Exceptional

From: Whitney Zittle <Zittlew@deland.org>

Sent: Wednesday, August 13, 2025 11:02 AM

To: Matt Guzinski <matt.guzinski@meadhunt.com>; Jim Ailes <Ailesj@deland.org>

Cc: Noah Adamoski <noah.adamoski@meadhunt.com>; Regina Brinkle <Regina.Brinkle@meadhunt.com>

Subject: RE: Deland Booster PS CO

Matt,

Please proceed with having John order the required disconnect. We will need a CO as quickly as you all can get it together.

Thank you,

Whitney Zittle
City of DeLand
Project Manager, Utilities
386-626-7196

From: Matt Guzinski <matt.guzinski@meadhunt.com>
Sent: Wednesday, August 13, 2025 8:43 AM
To: Jim Ailes <Ailesj@deland.org>; Whitney Zittle <Zittlew@deland.org>
Cc: Noah Adamoski <noah.adamoski@meadhunt.com>; Regina Brinkle <Regina.Brinkle@meadhunt.com>
Subject: FW: Deland Booster PS CO

Hi Jim,

When Duke was onsite this week to provide power to the building, they informed us that a disconnect must be installed on the line side before the meter. Unfortunately, this requirement was missed earlier in the project, and we apologize for the oversight.

To meet this requirement, a 400-amp non-fused NEMA 4X disconnect will need to be purchased and installed by McMahan. The quote for this work is \$21,393.75, and the detailed breakdown is outlined below and attached for your review.

John believes he can source the disconnect quickly, but to ensure the work remains within the contract schedule, he is requesting an additional 60 days be added to the contract.

Please let us know how you'd like to proceed or if you need any further information.

Regards,

Matt Guzinski, PE
Direct: 386-490-1097 | Transfer Files
meadhunt.com | 125 Years of Exceptional

From: John Justus <jjustus@mcmahanfl.com>
Sent: Tuesday, August 12, 2025 2:02 PM
To: Matt Guzinski <matt.guzinski@meadhunt.com>; Noah Adamoski <noah.adamoski@meadhunt.com>
Cc: Keff Kurella <Keff.Kurella@meadhunt.com>; Chad Donnelly <ChadDonnelly@economyelectricco.com>; Donnie Ramsey <dramsey@mcmahanfl.com>; Matt Myers <mmyers@mcmahanfl.com>
Subject: Fwd: Deland Booster PS

Matt/Noah

Attached is Economy Electric's proposal for the additional disconnect required by Duke Energy on the River Booster PS project. McMahan will add 5% to Economy's price as they're doing all the work. The total cost for McMahan to handle this is **\$21,393.75**.

Unfortunately, the disconnect is not in stock but should be shipped on 9/4 if we can get a quick approval. We will probably need a 30-60 day time extension to receive the disconnect, install it, get it reinspected, have Duke connect the power and reschedule DFS for their startup. Advise upon review as to how we need to proceed and if you want us to forward it to the City. Contact us with any questions. Thanks.

John Justus

McMahan Construction Co., Inc.

(386) 734-1071 office

(386) 214-1339 cell

----- Forwarded message -----

From: <ChadDonnelly@economyelectricco.com>

Date: Tue, Aug 12, 2025 at 1:46 PM

Subject: RE: Deland Booster PS

To: John Justus <jjustus@mcmahanfl.com>

John,

I am looking at \$20,375, for option #2.

See attached cut sheets for 400A, non-fused, 316SS, disco.

Square D says disco available at factory 9/4/2025.

- Remove existing meter socket and install new disco.
- Install meter socket beside new disco.
- Aluminum conduit & conductors surface mounted from top of meter socket to top of enclosed circuit breaker.

Thank you,

Chad Donnelly

Economy Electric Co.

Office: 386-252-0573

Mobile: 386-793-0901

From: John Justus <jjustus@mcmahanfl.com>
Sent: Tuesday, August 12, 2025 12:07 PM
To: Chad Donnelly <ChadDonnelly@economyelectricco.com>
Subject: Fwd: Deland Booster PS

Chad

Price the new non-fused disconnect per Matt's email. We'll need to submit a cut sheet with the pricing maybe a couple of vendors with delivery. Thanks.

John Justus

McMahan Construction Co., Inc.

(386) 734-1071 office

(386) 214-1339 cell

----- Forwarded message -----

From: Matt Guzinski <matt.guzinski@meadhunt.com>
Date: Tue, Aug 12, 2025 at 11:27 AM
Subject: RE: Deland Booster PS
To: John Justus <jjustus@mcmahanfl.com>, Noah Adamoski <Noah.Adamoski@meadhunt.com>
Cc: Keff Kurella <Keff.Kurella@meadhunt.com>, Chad Donnelly <ChadDonnelly@economyelectricco.com>, Donnie Ramsey <dramsey@mcmahanfl.com>, Matt Myers <mmyers@mcmahanfl.com>

John,

We will need a disconnect on both sides of the meter.

Can you please work up a price for installing a Nema 4x 400amp non-fused disconnect on the line side before the meter.

Matt Guzinski, PE

Direct: 386-490-1097 | Transfer Files
meadhunt.com | 125 Years of Exceptional

[Quoted text hidden]

[Quoted text hidden]

John Justus <jjustus@mcmahanfl.com>

Thu, Aug 14, 2025 at 12:36 PM

Draft To: Matt Guzinski <matt.guzinski@meadhunt.com>

Cc: Donnie Ramsey <dramsey@mcmahanfl.com>, Noah Adamoski <Noah.Adamoski@meadhunt.com>, Karen Gimbel <Karen.Gimbel@meadhunt.com>, Matt Myers <mmyers@mcmahanfl.com>

Matt

Our cost for the concrete drive apron per the County's detail provided is \$6,200. Donnie will coordinate the pour with Ronnie, Dan Nimlos-Volusia County inspector, and our concrete sub, Baldino Concrete. The concrete apron will basically replace the existing rock access drive we had installed.

The updated project summary is attached for reference. Contact us with any questions. Thanks.

John Justus
McMahan Construction Co., Inc.
(386) 734-1071 office
(386) 214-1339 cell

[Quoted text hidden]



Proposal Date: 8/13/25
Proposal #25-0813-02

John Justus
JJustus@McMahanFL.com

Project: Deland River Booster Pump Station

Includes:

- Install new driveway apron
- 22' west at road edge
- 16' west at existing fence 15' off of white line on the road
- Dig existing rock
- Grade and compact
- 6" thick
- 4,000 PSI with commercial fiber concrete
- Cut road edge clean
- All labor and materials

Excludes:

- Concrete testing
- Compaction testing

Total Proposal: \$4,800.00
McMahan Supv + markup \$1,400.00
\$6,200.00

We appreciate your business and thank you for the opportunity to serve you! Payment is due upon project completion. Payments not received within 30 days from invoice date will incur additional monthly charges of 1.5% (18% annual APR). Contractor is not responsible for cracks due to foundation settlement.

Brad Baldino, President
BaldinoBrad@yahoo.com



1155 S. Ridgewood Ave.
DeLand, FL 32720

CITY OF DELAND
Request for Commission Action
September 15, 2025

SUBJECT: Consideration re Change Order with Ten-8 Fire Safety LLC. for Squad Engine 81 Engine Rebuild.

DEPARTMENT: Fire

PREPARED BY: Todd Allen, Fire Chief

ATTACHMENTS: Ten-8- \$47,693.82-SQ 81, Over Budget Request Form - Mid-Life Rebuild for SE81, PO SQE 81 rebuild revised

APPROVED BY: Michael Pleus, City Manager, September 11, 2025

SUMMARY/HIGHLIGHT:

The 2018 Pierce (SE81) was initially brought to the Ten-8 service station for scheduled warranty repairs concerning body cracks. As Ten-8 is a certified Pierce dealer and service provider in Sanford, the opportunity was also taken to conduct a comprehensive review of several outstanding work orders. During this multipoint inspection, several issues were identified, including various oil leaks and a leaking engine air compressor. This led to the vehicle's transfer to a Cummins service provider. The Cummins provider, after reviewing the engine's symptoms and operating hours, recommended a midlife overhaul. This standard repair procedure includes a 3-year, 150,000-mile warranty and was estimated to cost a minimum of \$46,546.53, with the final price subject to revision pending the discovery of additional issues during the overhaul. The final price came to \$72,559.00.

In addition to the engine overhaul, several other issues were addressed:

- A damaged transmission cooler hose and clamp were replaced, and a transmission service was performed.
- The pump panel step and ground lights were repaired.
- The power steering system was serviced to correct black fluid.
- A pump test was required and completed after the internal engine work.
- Torn toe link boots on both sides were replaced.
- The driveshaft's loose dust cover welds and failed u-joints, which were causing rattling and vibration, were repaired.

A kinked fuel vent hose was replaced, and the fuel neck's broken tack welds were repaired.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Community.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The fiscal impact is an increase of \$26,052.47 from the original purchase order of \$46,546.53 due to mechanics finding more issues with SQE 81 during repairs, for a total cost of \$72,599.00.

RECOMMENDATION:

Staff recommends the Commission approve the contract price increase of \$26,052.47, for a total cost of \$72,599.00, and approval of the attached change order between the City of DeLand and Ten-8 Fire Equipment.

BACKGROUND/DISCUSSION:

N/A

**TEN-8 FIRE & SAFETY, LLC**

2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203
Phone: 800-228-8368
Fax: 941-756-2598

Invoice to:

CITY OF DELAND

120 SOUTH FLORIDA AVENUE
DELAND FL 32720-5422
USA

Copy**Service Invoice**

Page **1/6**
Invoice No: **1310077151**
Invoice Date **07/16/25**
Payment Terms **30 DWOR**

Customer No. **C00264**
PO Number **25-002029 SQ-81**
Equipment Id.: **32276**
VIN #: **4P1BAAFF3KA019654**
Description: **APPARATUS**
Veh. Miles: **58,786**
Veh. Hours: **6,736**
Approved: **MIKE VAZQUEZ**

No.	Description	Quantit	Price	Amount	Disc. %	Disc. Amt.	Total
COMPL	SQ-81, C/I						
LABOR	LABOR	0.1					
003	CAUSE: C/I						
004	CORRECTION: Performed courtesy inspection.						
005	Subtotal:						0.00
COMPL	SQ-81, RATTLE AND VIBRATION UNDER TRUCK						
SUBLET REPAIR	JOSAMS	1	1,626.44	1,626.44			1,626.44
LABOR	LABOR	1.75	195.00	341.25			341.25
SHOP	SHOP SUPPLIES	1	27.30	27.30			27.30
010	CAUSE: RATTLE AND VIBRATION UNDER TRUCK						
011	CORRECTION: Driving across parking lot felt bad vibration. Did not feel comfortable taking out on road test. Checked driving line. Found u-joint at rear diff. loose in yoke and something protruding out center of cap. U-joint is aftermarket and will need to test fit a new OEM part to determine if yoke is salvageable. Also freshly welded dust shield broke loose.						
012	CORRECTION: Ran truck, with and without pump engaged. Rattling noise heard under cab. R&R pump drive shaft shields, greased pump drive shaft . Noise went away. Removed ujoint at rear diff. Measured caps of u-joint and bores in yoke. Yoke worn out.						
013	Subtotal:						1,994.99
COMPL	SQ-81, CHECK AIR LEAKS						
R950014	PURGE VALVE, AIR DRYER	1	132.50	132.50			132.50
4324709212	TURBO-REPAIR KIT	1	24.62	24.62			24.62
SUBLET REPAIR	CUMMINS	1	3,433.77	3,433.77			3,433.77
LABOR	LABOR	2.25	195.00	438.75			438.75
SHOP	SHOP SUPPLIES	1	35.10	35.10			35.10
020	CAUSE: CHECK AIR LEAKS						
021	CORRECTION: Purge and turbo cut off valves leaking continuously. Replaced with valve kits. Had to remove air dryer to get purge valve out.						
022	CORRECTION: Installed u-joint. Ran truck to build air. Turbo cut off valve and purge valve sealed, but purge valve quick cycling. Purges every 10 to 15 seconds. Removed purge line to compressor and supplied shop air. Audible air leak near compressor when purge line charged, stop leaking when shop air removed. Had assistant charge air line, found air compressor head gasket leaking front side of compressor.						
023	Subtotal:						4,064.74
COMPL	SQ-81, CHECK ENGINE CODES						
SUBLET REPAIR	SUBLET REPAIR	1	47,645.07	47,645.07			47,645.07

**TEN-8 FIRE & SAFETY, LLC**

2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203
Phone: 800-228-8368
Fax: 941-756-2598

Invoice to:

CITY OF DELAND

120 SOUTH FLORIDA AVENUE
DELAND FL 32720-5422
USA

Copy**Service Invoice**

Page 2/6
Invoice No: 1310077151
Invoice Date 07/16/25
Payment Terms 30 DWOR

Customer No. C00264
PO Number 25-002029 SQ-81
Equipment Id.: 32276
VIN #: 4P1BAAFF3KA019654
Description: APPARATUS
Veh. Miles: 58,786
Veh. Hours: 6,736
Approved: MIKE VAZQUEZ

Currency: \$

No.	Description	Quantit	Price	Amount	Disc. %	Disc. Amt.	Total
LABOR	LABOR	0.25	195.00	48.75			48.75
027	CAUSE: CHECK ENGINE CODES						
028	CORRECTION: Scanned for engine codes. Only codes were for transmission oil life and for transmission communication.						
029	Subtotal:						47,693.82
COMPL	SQ-81, CHECK FUEL HOSE (DIFFICULT TO FILL)						
LABOR	LABOR	1.5	195.00	292.50			292.50
SHOP	SHOP SUPPLIES	1	23.40	23.40			23.40
033	CAUSE: CHECK FUEL HOSE (DIFFICULT TO FILL)						
034	CORRECTION: Checked out fuel vent hose, found pinched between inner fender and DEF tank. Removed inner fender. Backed out side washed off and will area .						
035	CORRECTION: Installed new vent hose. Had fabricator weld up the filler neck that broke loose from the mounting plate. Reinstalled fender well.						
036	Subtotal:						315.90
COMPL	SQ-81, Q/A						
LABOR	LABOR	0.1					
039	Subtotal:						0.00
COMPL	SQ-81, TAKE TRUCK TO JOSAMS AND CUMMINS						
SUBLET REPAIR	JOSAMS REPAIR	1	7,944.12	7,944.12			7,944.12
LABOR	LABOR	5.5	195.00	1,072.50			1,072.50
043	CAUSE: TAKE TRUCK TO JOSAMS AND CUMMINS						
044	CORRECTION: 1. Took to Josams. Picked up from Josams and took to Cummins. Picked up from Cummins.						
045	Subtotal:						9,016.62
COMPL	SQ-81, CHASE						
LABOR	LABOR	5.5	195.00	1,072.50			1,072.50
048	CAUSE: CHASE						
049	CORRECTION: Drove chase to Josams to drop off the Deland truck. Various efforts to get truck to Josams. From Josam's to Cummins						
050	Subtotal:						1,072.50
COMPL	SQ-81, TRANS SERVICE						
PT9415-MPG KIT	TRANSMISSION FILTERS	1	91.87	91.87			91.87

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Description: APPARATUS
Veh. Miles: 58,786
Veh. Hours: 6,736
Approved: MIKE VAZQUEZ

Currency: \$

No.	Description	Quantit	Price	Amount	Disc. %	Disc. Amt.	Total
OIL SHELL ATF A668	SPIRAX S6 ATF A668/01 BULK	21	12.46	261.66			261.66
LABOR	LABOR	1.75	195.00	341.25			341.25
SHOP	SHOP SUPPLIES	1	5.22	5.22			5.22

056 CAUSE: TRANS SERVICE

057 CORRECTION: Changed transmission fluid in both filters. Reset oil life and filter life in the transmission shift pad.
Active code P0888A. This code has to do with filter life and filter maintenance.

058 **Subtotal:** 700.00

COMPL SQ-81, PUMP PANEL LIGHTS ARE INOP

LABOR	LABOR	0.75	195.00	146.25			146.25
SHOP	SHOP SUPPLIES	1	11.70	11.70			11.70

062 CAUSE: PUMP PANEL LIGHTS ARE INOP

063 CORRECTION: Found one compartment light at the pump panel not working. Removed left side wall found loose wires hanging internally and reconnected them to the light and now it is working properly.

064 **Subtotal:** 157.95

COMPL SQ-81, GROUND LIGHTS ARE INOP

TK6060C-3	LIGHT, TRUCK-LITE, MDL 60 CL LED PERIMETER	1	69.95	69.95			69.95
50-60700-3	GROMMET (395)	1	5.06	5.06			5.06
LABOR	LABOR	0.75	195.00	146.25			146.25
SHOP	SHOP SUPPLIES	1	11.70	11.70			11.70

070 CAUSE: GROUND LIGHTS ARE INOP

071 CORRECTION: Installed one new light

072 CORRECTION: All perimeter lights working, except for the two at the rear step of the back end of the truck. Found there was no voltage there and there was a blown 15 fuse in the right hand rear power distribution area. Replaced fuse and now waiting on one replacement light.

073 **Subtotal:** 232.96

COMPL SQ-81, POWER STEERING SERVICE

PT8487	PS FILTER	1	13.98	13.98			13.98
OIL SHELL ATF A668	SPIRAX S6 ATF A668/01 BULK	10.5	12.46	130.83			130.83
LABOR	LABOR	0.75	195.00	146.25			146.25
SHOP	SHOP SUPPLIES	1	8.94	8.94			8.94

079 CAUSE: POWER STEERING SERVICE

080 CORRECTION: Drained refilled ran the system drain refilled again. Pulled filter refilled the fluid approximately 10 1/2 quart of ATF. Test drove truck bled steering box on passenger side to get the air out.

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Customer No. C00264
PO Number 25-002029 SQ-81
Equipment Id.: 32276
VIN #: 4P1BAAFF3KA019654
Description: APPARATUS
Veh. Miles: 58,786
Veh. Hours: 6,736
Approved: MIKE VAZQUEZ

Currency: \$

No.	Description	Quantit	Price	Amount	Disc. %	Disc. Amt.	Total
081	Subtotal:						300.00
COMPL	SQ-81, TOE LINK BOOTS ARE TORN						
1555085	BOOT KIT FOR TAK-4 TIE CONTROL	6	99.55	597.30			597.30
LABOR	LABOR	5.5	195.00	1,072.50			1,072.50
SHOP	SHOP SUPPLIES	1	85.80	85.80			85.80
086	CAUSE: TOE LINK BOOTS ARE TORN						
087	CORRECTION: Removed all tie, rod links, and replaced all six tie rod boots cleaned, refilled with grease reinstalled						
088	Subtotal:						1,755.60
COMPL	SQ-81, TRANS COOLER HOSE AND CLAMP ARE SMASHED						
LABOR	LABOR	0.25	195.00	48.75			48.75
SHOP	SHOP SUPPLIES	1	3.90	3.90			3.90
092	CAUSE: TRANS COOLER HOSE AND CLAMP ARE SMASHED						
093	CORRECTION: Clamp definitely was squeezed or crimped. Took pliers and squeezed the clamp back into shape. Hose was not collapsed so repair is complete.						
094	Subtotal:						52.65
COMPL	SQ-81, PUMP TEST						
LABOR	LABOR	1	250.00	250.00			250.00
097	CAUSE: PUMP TEST						
098	CORRECTION: Perform dry vacuum test and could only pull 15 inches of vacuum. Removed and rebuilt air primer. Retested and pulled 22 inches of vacuum and dropped seven inches in five minutes.						
099	CORRECTION: Set up and perform pump test						
100	Subtotal:						250.00
COMPL	SQ-81, PRIMER WEAK						
2506557	REBUILT KIT,AIR PRIMER TRIDENT	1	107.13	107.13			107.13
LABOR	LABOR	1	195.00	195.00			195.00
104	CAUSE: PRIMER WEAK						
105	CORRECTION: Rebuild primer and put it under the pump test work order						
106	Subtotal:						302.13
COMPL	SQ-81, TRANSPORT TO TRANS DIESEL						
SUBLET REPAIR	TRANSDIESEL OF FLORIDA	1	3,034.19	3,034.19			3,034.19
LABOR	LABOR	3.25	195.00	633.75			633.75

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Veh. Hours: 6,736
Approved: MIKE VAZQUEZ

Currency: \$

No.	Description	Quantit	Price	Amount	Disc. %	Disc. Amt.	Total
110	CAUSE: TRANSPORT TO TRANS DIESEL						
111	CORRECTION: Took to trans diesel						
112	CORRECTION: Picked up from trans diesel						
113	Subtotal:						3,667.94
COMPL	SQ-81, CHASE TO TRANS DIESEL						
LABOR	LABOR	3.25	195.00	633.75			633.75
116	CAUSE: CHASE TO TRANS DIESEL						
117	CORRECTION: Drove chase to trans diesel						
118	CORRECTION: Drove to trans diesel to pick up Deland engine and bring it back to the shop						
119	Subtotal:						633.75
COMPL	SQ-81, FUEL						
Parts	RR/CC-6/11	1	153.40	153.40			153.40
LABOR	LABOR	0.5	195.00	97.50			97.50
123	CAUSE: FUEL						
124	CORRECTION: Fueled truck						
125	Subtotal:						250.90

Tax Details

Tax Code	Tax %	Net	Tax
----------	-------	-----	-----

Additional Expenses:

Shipping Type:

#	Description	Net	Tax Code	Tax %	Tax	Gross
1	FREIGHT SER FL	96.55	FLVOLUSI	6.500	0.00	96.55

Subtotal: \$ 72,462.45

Freight: \$ 96.55

Total Before Tax: \$ 72,559.00

Total Tax Amount: \$ 0.00

Total Amount: \$ 72,559.00



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Currency: \$

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at <https://ten8fire.com/return-policy>
Please remit to: Ten-8 Fire and Safety, LLC, P.O. Box 749713 Atlanta Ga. 30374-9713
Net 30 terms apply unless otherwise defined.

OVER BUDGET REQUEST FORM

Complete this form to request a purchase order where funding is currently not available in the necessary line item.

Item to be Purchased:

Line Item:

Cost:

Current Amount Budgeted:

Funds Needed:

Mid-Life Rebuild for SE81

001-1222-546-400

\$26,559.00

\$0.00

\$26,559.00

Funding Line Item(s)	Amount
Use of Reserves/Contingency	\$26,559.00
	\$26,559.00

Balanced Request (Must Equal Zero):

\$0.00

Explanation:

Change Order came in and needed more money. CM Approved.

City Manager approval is needed if funds are coming from contingency or reserve. Please attach, if necessary.

Please attach this sheet to backup on all over budget Purchase Order requests.

CITY OF DeLAND CHANGE ORDER			
DATE:	7/17/2025	RCA: Yes No ☒ (if yes attach document)	CHANGE ORDER#: 1
PROJECT NAME/PO#: MID-LIFE REBUILD FOR SE81 / PO 25-002029			
CHANGE ORDER INITIATED BY:		Kaitlyn Fischetti, Contract Administrator, Fire Department	
		(Name, Title, Firm)	
DESCRIPTION OF CHANGE:	needed a little extra work at Cummins and added the Ten-8 portion of work onto the invoice.		
REASON FOR CHANGE:	Engine needed more work and Ten-8 combined their work and Cummins's work on the invoice		
Breakdown of proposed Change and Basis for Payment (Attach pertinent drawings and specifications, where necessary.)			
Item and Description	Qty. & Unit	Unit Price	Contract Price
repaired multiple items on squad engine 80	1	\$26,052.47	\$26,052.47
Change Order Total (Addition) or (Reduction):			\$24,865.18
Original Contract	\$46,546.53	+ Previous C.O.'s	\$0.00
= Revised Contract:			\$72,559.00
Proposed Revised Contract Price (with Change Order):			
Budgeted Item Y ☒ N ☐			
Additional Appropriation of Funds, if required, are to be provided in the following manner:			
Additional Contract Time Required By Change:			Revised Completion Date:
Calendar Days			17-Jul-25
This Change Is Acceptable To:		Ten-8 Fire Equipment	(Contractor)

CITY OF DELAND
Request for Commission Action
September 15, 2025

SUBJECT: Consideration re Approval of Property/Casualty, General Liability, Auto Insurance, Worker's Compensation and Ancillary Coverage Renewal.

DEPARTMENT: City Manager

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, September 10, 2025

SUMMARY/HIGHLIGHT:

This year's renewal from World Risk Management/Public Risk Management of Florida (WRM/PRM) includes the following lines of insurance: Property (bundling property, crime, inland marine, auto physical damage and boiler and machinery), Liability (general liability, auto liability, public officials, and employment and law enforcement liability), Cyber Liability, Workers Compensation, Excess Crime, Pollution, Airport and Property excluding wind.

The renewal reflects an increase in premium due to an increase in property value/exposure and an increase in city payroll.

All premium proposals are listed below, including ancillary coverages for Cyber Liability, Excess Crime, Pollution.

Property & Crime

The premium for Property and Crime coverage increased by 21% due to an 18.38% increase in property value. The premium amount quoted is \$1,033,786.

Boiler & Machinery

The premium for Boiler & Machinery coverage increased by 12%. The premium quoted is \$29,567.00.

Liability

The liability market has been fairly stable except for Law Enforcement & Auto. For Auto Liability, vehicle repairs have seen an overall increase due to the unavailability of parts. Distracted driving has also driven up claims in the pool. Liability increased 5% due to claims history and increased payroll. The premium quoted is \$297,862.00.

Workers Compensation

The workers compensation premium showed an 5% decrease due to claims history and an increase in payroll. The rate remains the same, but projected payroll is up 5%. The premium amount quoted is \$249,977.00.

Excess Crime

The excess crime premium showed a .79% decrease. The premium amount quoted is \$5,367.00.

Ex-Wind Property

The ex-wind property rate increased to 2% for the same reason the property premium increased. The premium amount quoted is \$58,745.00.

Pollution

Pollution liability premium showed a 10% increase. The premium amount quoted is \$31,017.00.

Cyber Liability

The cyber liability coverage remains the same from the previous year. The premium quoted is \$20,208.00.

Airport

Airport premium remains the same at \$4,917.00.

*** Premiums are subject to change based on increases/decreases to payroll, property exposure and claim history***

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Total amount for coverage with WRM/PRM is \$1,702,871.00. This amount includes the WRM pool participation credit of \$28,575.00 for FY 25-26. The dollar figure will be allocated by fund (General/Enterprise/CRA) according to a cost share formula produced by the Finance Department.

The total cost of \$1,702,871.00 exceeds the FY 25/26 budget by \$63,961.00. Since the amount was not known until after the budget was finalized and advertised, staff will bring back a budget amendment for the increase at a later date.

RECOMMENDATION:

It is recommended that the City Commission approve the recommendation to purchase the WRM/PRM Property (bundling property, crime, inland marine, auto physical damage) Boiler & Machinery, Liability (general liability, auto liability, public officials, and employment and law enforcement liability), Cyber Liability, Workers Compensation, Excess Crime, Pollution, Airport and Property excluding wind.

BACKGROUND/DISCUSSION:

The City of DeLand has been with the WRM/PRM insurance program since 2014. The City has enjoyed a smooth level of service with rapid reimbursements from WRM/PRM across all lines of policies purchased.

CITY OF DELAND
Request for Commission Action
September 15, 2025

SUBJECT: Resolution Approving CarFax Portal for Florida Traffic Crash Reports.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: CarFax Fee Resolution 2025, CARFAX For Police Program Agreement

APPROVED BY: Michael Pleus, City Manager, September 10, 2025

SUMMARY/HIGHLIGHT:

Approval of a revised agreement with CarFax to use the CARFAX For Police Program to distribute Florida Traffic Crash Reports and to set the fee for reports obtained through this online program at \$10.00.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There is a minor positive fiscal impact to the City.

RECOMMENDATION:

Approve the revised agreement with CarFax and the Resolution setting the fee at \$10.00.

BACKGROUND/DISCUSSION:

Section 316.066, Florida Statutes regulates the preparation, retention and distribution of traffic crash reports. Only certain people can obtain the reports, including of course the people involved in a crash. People currently have to come into the police department to obtain the crash reports. CarFax has a specific program set up for law enforcement agencies through which it provides an online platform for the distribution of crash reports. CarFax does not charge any fee whatsoever to the City, but allows the City to set a fee which CarFax will collect through credit card or other forms of payment at the time a report is requested through its online platform and remit the entirety of the collected fees to the City. This will provide a convenience to the folks that would prefer to simply obtain the report online.

Although the City Commission previously approved a contract with CarFax, the program has not yet been activated and the contract attached to this RCA has been updated to include new provisions required by law.

The fee of \$10.00 is the same fee that is charged by the Florida Highway Patrol to obtain crash reports, but the FHP charges an additional \$2.00 convenience fee when obtaining reports through their online platform.

RESOLUTION NO. 2025 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
SETTING THE FEE FOR OBTAINING VEHICLE CRASH REPORTS
THROUGH THE CARFAX SERVICE; PROVIDING FOR SEVERABILITY
AND AN EFFECTIVE DATE.**

WHEREAS, Section 316.066, Florida Statutes regulates the preparation and handling of motor vehicle crash reports; and

WHEREAS, the aforesaid statute requires law enforcement agencies to maintain copies of the crash reports (which is done electronically nowadays), makes the reports largely exempt from public records, and identifies the persons who may obtain copies of crash reports; and

WHEREAS, amongst others, the persons involved in a motor vehicle crash are entitled under the statute to obtain copies of the crash report; and

WHEREAS, in order to streamline the process for the DeLand Police Department to respond to requests for copies of crash reports and to facilitate the efficiency with which copies of crash reports are distributed to members of the public who have been involved in crashes, the DeLand Police Department has entered into an agreement with CarFax pursuant to which, at no cost to the City, CarFax will provide an electronic platform through which members of the public and other persons or entities entitled to receive copies of crash reports can request and receive the reports; and

WHEREAS, the City can set the fee which CarFax charges for the distribution of crash reports and CarFax will collect the fee and remit the entirety of the fee to the City on a monthly basis; and

WHEREAS, the DeLand Police Department believes that a fee of \$10.00 per crash report will adequately reimburse the Police Department for the costs associated with the distribution of crash reports; and

WHEREAS, the City Commission, based upon input from the DeLand Police Department, hereby sets the fee for distribution of Florida Traffic Crash Reports through the CarFax service at \$10.00 per request.

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

Section 1. The foregoing preamble of this Resolution is hereby adopted by reference and forms a basis for the adoption of this Resolution.

Section 2. The charge for obtaining a copy of a Florida Traffic Crash Report through the CARFAX For Police Program is hereby set at \$10.00 until such time as such fee is changed by further resolution of the City Commission.

Section 3. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the remaining portions of this Resolution.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 15th day of September, 2025.

ATTEST:

Christopher M. Cloudman
Mayor-Commissioner

Julie A. Hennessy, City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney

ENROLLMENT FORM FOR LAW ENFORCEMENT – CITY OF DELAND, FL

Official Agency Name (*must provide FULL name*) (“Agency”): DeLand Police Department

Agency ORI Number: FL - 0640200

Name: Chief Jason D. Umberger Number of Sworn Officers: 75

Address: 219 West Howry Avenue City: DeLand

County: Volusia State: FL Zip: 32720

Total Number of Motor Vehicle Crash Reports Written Last Year: 1,126

Agency wishes to use:

Investigative Tools and/or Driver Exchange Service ☒ Yes ☐ No

Report Distribution Service ☒ Yes ☐ No (If Yes, provide additional information requested below)

eCrash Service (only available if Agency uses the Report Distribution Service) ☐ Yes ☒ No

Additional information required for the Report Distribution Service:

Does applicable state or local law or regulation require that motor vehicle crash reports only be provided to specific interested parties? ☒ Yes ☐ No

Amount to be reimbursed to Agency for each crash report sold through the Report Distribution Service: \$ 10.00
 (“Reimbursed Fee”)

By signing below, I represent that I am duly authorized to execute this Enrollment Form on behalf of Agency and bind Agency to the CARFAX For Police Program Terms and Conditions.

Signature: _____

Title: _____

Printed Name: _____

Date: _____

Send completed form to: Thomas Froelich | EMAIL: TomFroelich@carfax.com

CARFAX® For Police Program Terms and Conditions

These CARFAX® For Police Program Terms and Conditions (the “Terms and Conditions”), any enrollment form (each, an “Enrollment Form”) signed or accepted by Agency, and any written exhibits and addenda to any Enrollment Form (whether entered into at the same time or at a later date) collectively form the agreement (the “Agreement”) between CARFAX, Inc. (“CARFAX”) and Agency and govern Agency’s participation in the CARFAX® For Police Program (the “Program”).

1. Definitions.

1.1 “Agency Crash Report” is defined as a motor vehicle crash or incident report created and/or collected by or on behalf of Agency (including but not limited to all data and information contained therein or derived therefrom).

1.2 “Alternative Vehicle History Provider” is defined as a provider or reseller of motor vehicle history data, information, products, and/or services other than CARFAX.

1.3 “Applicable Laws” are defined as any and all applicable U.S. and Canadian federal, state, local, or provincial/territorial laws (statutory, common or otherwise), rules, orders, regulations, requirements, guidance, executive orders, or other similar authority issued, enacted, adopted, promulgated, implemented, applied, or otherwise put into legal effect by or under the authority of any governmental regulator or self-regulatory body.

1.4 “Crash Data” is defined as all Agency Crash Reports (including but not limited to all eCrash Reports) and all other data and information related to motor vehicle crashes or other incidents (including but not limited to all Driver Exchange Information) that are: (a) provided by or on behalf of Agency to CARFAX under this Agreement, (b) uploaded, submitted and/or otherwise transmitted to or through any of the Services by or on behalf of Agency or any authorized user of the Services, and/or (c) otherwise received by CARFAX under this Agreement.

1.5 “DPPA” is defined as the Federal Driver’s Privacy Protection Act (18 U.S.C. § 2721 et seq.) and/or analogous state laws.

1.6 “DPPA Permissible Use” is defined as a permissible use set forth in the DPPA.

1.7 “Driver Exchange Information” is defined as all data and information that is uploaded, submitted and/or otherwise transmitted to or through the Driver Exchange Service.

1.8 “Driver Exchange Service” is defined as the CARFAX service that facilitates the collection and exchange of data and information between or among drivers or other parties involved in motor vehicle crashes or other incidents.

1.9 “eCrash Report” is defined as an Agency Crash Report created by or on behalf of Agency using the eCrash Service.

1.10 “eCrash Service” is defined as the CARFAX motor vehicle crash report writing service that allows authorized users to create motor vehicle crash and incident reports.

1.11 “Effective Date” is defined as the date on which Agency first provides Crash Data to CARFAX in the form and format that allows CARFAX to upload such Crash Data to the VHDB and the Law Enforcement Database.

1.12 “Intellectual Property” is defined as the Services and all intellectual property relating either directly or indirectly to the Services, including but not limited to patents, design rights, copyrights, database rights, trade secrets, know-how and all derivative works thereof, including but not limited to future enhancements and modifications.

1.13 “Investigative Tools” is defined as: (a) the VHDB, (b) the VH Tools, (c) the Law Enforcement Database, (d) the Law Enforcement Information, and (e) all data and information contained in or derived from each of the foregoing.

1.14 “Law Enforcement Database” is defined as the CARFAX crash report database(s) that contains Law Enforcement Information.

1.15 “Law Enforcement Information” is defined as motor vehicle crash and incident reports that CARFAX obtains from or on behalf of law enforcement agencies (including but not limited to all data and information

contained therein or derived therefrom).

1.16 “PII” is defined as information identifying an individual that is included in any motor vehicle crash or other incident report, such as first and last name of an involved party, date of birth, and driver’s license number.

1.17 “Process”, “Processing” or “Processed” is defined as any operation or set of operations performed, whether by manual or automated means, on PII or on sets of PII, such as collection, use, sale, sharing, retention, storage, disclosure, analysis, deletion, or modification of PII.

1.18 “Report Distribution Service” is defined as the CARFAX online platform that allows CARFAX to distribute and/or sell motor vehicle crash and incident reports on behalf of law enforcement agencies.

1.19 “Services” is defined as the Investigative Tools, the Driver Exchange Service, the Report Distribution Service, the eCrash Service, and any other products and services that CARFAX makes available to Agency from time to time under this Agreement.

1.20 “VH Tools” is defined as CARFAX Vehicle History Reports, QuickVIN®, VINAlert®, Partial License Plate Search and such other products and services that CARFAX makes available to Agency from time to time under this Agreement.

1.21 “VHDB” is defined as the CARFAX vehicle history database(s) that contains data and information regarding motor vehicle transactions.

2. Services.

2.1 Investigative Tools. If Agency elects to use the Investigative Tools, CARFAX grants to Agency a limited, revocable, nontransferable, nonsublicensable and nonexclusive license to: (a) access and use the VH Tools solely for Agency’s use in law enforcement investigations, and (b) access the Law Enforcement Database to obtain and use the Law Enforcement Information solely for Agency’s use in law enforcement investigations. To the extent “personal information” (as such term is defined under the DPPA) is contained in any Law Enforcement Information and the disclosure and use of such personal information is subject to the DPPA, Agency represents and warrants for itself and each Agency user that it shall comply with the DPPA, including without limitation disclosing such personal information only in connection with a DPPA Permissible Use. Notwithstanding anything to the contrary in this Agreement, in no event shall Agency use the Investigative Tools for any Prohibited Purposes (as defined below).

2.2 Driver Exchange Service. If Agency elects to use the Driver Exchange Service (when available), CARFAX grants to Agency a limited, revocable, nontransferable, nonsublicensable and nonexclusive license to access and use the Driver Exchange Service solely to: (a) collect, or facilitate the collection of, data and information relating to a motor vehicle crash or other incident and (b) facilitate the exchange of such data and information to drivers or other parties involved in such motor vehicle crash or other incident. Agency authorizes CARFAX to act as Agency’s service provider to store and maintain the Driver Exchange Information, notify the individuals using the Driver Exchange Service to access the Driver Exchange Information, and provide such Driver Exchange Information (in whole or in part) to such individuals and/or their representatives.

2.3 Report Distribution Service. If Agency elects to use the Report Distribution Service, Agency authorizes CARFAX to act as Agency’s service provider to: (a) offer to sell and sell (or at Agency’s request, offer to provide or provide at no cost) through the Report Distribution Service all Agency Crash Reports (including but not limited to e-Crash Reports) that CARFAX receives under this Agreement and/or all Agency-authorized rendered versions of the Agency Crash Reports, as applicable (collectively, the “Distributed Reports”), and (b) store and maintain all such Distributed Reports as well as any information collected from requesters of such Distributed Reports as necessary to provide the Report

Distribution Service in compliance with Applicable Laws. Agency authorizes CARFAX to issue press releases and public statements relating to Agency's use of the Report Distribution Service. Agency shall: (a) include on its website(s) and social media site(s) one or more hyperlinks to the Report Distribution Service; (b) direct all individuals and entities that want to purchase Distributed Reports to the Report Distribution Service; and (c) direct all calls that Agency receives relating to CARFAX or the Report Distribution Service to 1-800-990-2452 or such other phone number designated by CARFAX. Within thirty (30) days after the end of each calendar month, CARFAX will pay Agency the Reimbursed Fee for each Distributed Report sold through the Report Distribution Service. Agency will notify CARFAX in writing of any change to the Reimbursed Fee and any such change will take effect thirty (30) days after CARFAX's receipt of such notice.

2.4 eCrash Service. If Agency elects to use the eCrash Service, CARFAX grants to Agency a limited, revocable, nontransferable, nonsublicensable and nonexclusive license to access and use the eCrash Service solely to create eCrash Reports. Agency shall be solely responsible for: (a) any and all data and information entered into the eCrash Service and (b) approval of the data and information to create the eCrash Report. Agency understands and agrees that CARFAX may store and maintain any and all such data and information entered into the eCrash Services within its systems. Agency shall notify CARFAX in writing if any Applicable Laws limit CARFAX's use or distribution of the eCrash Reports. Once an eCrash Report has been approved by Agency, CARFAX may use and distribute such e-Crash Report as permitted under this Agreement. If CARFAX or Agency terminates Agency's use of the eCrash Service, Agency will no longer have access to the eCrash Service to create new eCrash Reports or approve previously-created eCrash Reports.

2.5 Agency Account. Promptly following the Effective Date, CARFAX will establish an account to allow Agency and authorized employees of Agency to access the Services that Agency elected and is permitted to use under this Agreement (the "Agency Account"). Agency acknowledges and agrees that it is responsible for all use and misuse that arise out of the Agency Account and the username(s) and password(s) used to gain access to the Agency Account.

2.6 Restrictions on Access and Use of CARFAX Services. Agency shall not: (a) provide, offer, distribute, sell, resell, or otherwise disclose any data or information made available or derived from the Investigative Tools in any way to any third party (except to the extent necessary to comply with Applicable Laws); (b) allow any third party (excluding individuals who use the Driver Exchange Service (or their representatives)) to view, access or use any of the Services; (c) use or permit the use of any of the Services for personal purposes or in contravention of any Applicable Laws; or (d) introduce into the Services any viruses, spyware or other software that is intended to disrupt, delete, damage or alter any of the Services. Systematic access to the Services or retrieval of data or information included in or derived from the Services, including but not limited to the use of "bots" or "spiders," is strictly prohibited. Without limiting CARFAX's other rights under this Agreement, CARFAX may, upon written notice (e-mail acceptable) to Agency, suspend Agency's access to one or more of the Services (in whole or in part) for any breach of this Agreement by Agency.

2.7 Security. Agency acknowledges that the Law Enforcement Database contains Law Enforcement Information that may include personally identifiable information (collectively, "PII"). Agency shall keep all such PII confidential and secure, including but not limited to by: (a) restricting access to such Law Enforcement Information to employees of Agency who have a need to know as part of their official duties; (b) ensuring that the Agency Account and such Law Enforcement Information is accessed solely for law enforcement investigations as permitted under this Agreement; (c) maintaining and complying with any applicable data retention policy governing the security and retention of Law Enforcement Information; and (d) maintaining an information security program that is designed to meet requirements under Applicable Laws for safeguarding PII, including, at a minimum, to: (i) ensure the security and confidentiality of such Law Enforcement Information; (ii) protect against any anticipated threats or hazards to the security or integrity of data contained in such Law Enforcement Information; and (iii) protect against unauthorized access to or use of the PII and other data contained in such Law Enforcement

Information. In the event of any actual or reasonably suspected breach or unauthorized access of Law Enforcement Information (collectively, "Agency Breach"), Agency shall promptly notify CARFAX of such Agency Breach and shall fully cooperate with CARFAX in investigating such Agency Breach and preventing the recurrence of an Agency Breach. As between CARFAX and Agency, Agency shall be solely responsible for any legal or regulatory obligations which may arise under Applicable Laws in connection with such Agency Breach, shall bear all costs associated with complying with legal and regulatory obligations in connection therewith and shall reimburse CARFAX for any expenses incurred by CARFAX in connection with such Agency Breach or any actions required as a result thereof. For purposes of clarification, and without limiting the generality of the foregoing, Agency shall, in compliance with Applicable Laws and at its own expense, notify the individuals whose information is the subject of such Agency Breach and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required by Applicable Laws. Agency agrees that such notification shall not reference CARFAX or the Law Enforcement Database, nor shall CARFAX be otherwise identified or referenced in connection with such Agency Breach, without CARFAX's express written consent. As between CARFAX and Agency, Agency shall remain solely liable for claims that may arise from such Agency Breach, including but not limited to costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including but not limited to costs for credit monitoring or allegations of loss in connection with such Agency Breach.

2.8 Certifications. Agency hereby represents, warrants, and certifies to CARFAX that any and all of the data or information that Agency and employees of Agency obtain through or derive from the Investigative Tools shall: (a) not be used for civil immigration purposes; (b) not knowingly be disseminated to any third party for any purpose related to civil immigration enforcement; (c) not be used to conduct surveillance or to investigate or locate an individual for reasons not specifically related to motor vehicle activity, including, but not limited to, immigration enforcement, divorce disputes, and matchmaking services; or (d) not be used or disclosed in violation of any Applicable Laws (each of the foregoing shall be collectively referred to as "Prohibited Purposes").

2.9 Agency Applications. If Agency elects to integrate access to the Services through one or more of its applications and/or websites, CARFAX grants to Agency a limited, revocable, nontransferable, nonsublicensable and nonexclusive license during the Term to integrate access to the Services through one or more Agency applications and/or websites that are pre-approved by CARFAX in writing (e-mail acceptable) (each, an "Approved Agency Application") for use only by authorized employees of Agency (each, an "Authorized User") in accordance with this Agreement. Agency shall obtain CARFAX's prior written approval of the initial content, format, look and feel and the entire viewing process and experience ("User Experience") for an Authorized User to access the Services through the applicable Approved Agency Application. Thereafter, Agency may make changes to the User Experience, provided that Agency shall obtain CARFAX's prior written approval of any material changes to the User Experience. Agency will integrate one or more URL links designated by CARFAX (collectively, the "URL Link") into the Approved Agency Application in a manner mutually agreed upon by the parties in writing, which URL Link will direct an Authorized User: (a) to the Services if such Authorized User has an existing username and password to gain access to the Agency Account or (b) a landing page where such Authorized User can activate a username and password to gain access to the Agency Account if such Authorized User does not have an existing one.

3. Agency's Security Obligations.

3.1 Security of Law Enforcement Information. Agency acknowledges that the Law Enforcement Database contains Law Enforcement Information that may include PII. Agency must protect against any unauthorized access to, and/or any unauthorized disclosure or use of, the Law Enforcement Information. Agency shall keep the Law Enforcement Information confidential and secure, including but not limited to by: (a) restricting access to the Law Enforcement Information to authorized employees of Agency who have a need to know as part of their official duties; (b) ensuring that the Agency Account and the Law Enforcement Information are accessed solely for law enforcement investigations as permitted under this Agreement; and (c) implementing and maintaining a comprehensive information security program that, at a minimum, meets all

requirements of Applicable Laws regulating the Processing and/or security of PII, including implementing and maintaining applicable administrative, organizational, and technical safeguards to protect the security, confidentiality, and integrity of the data contained in the Law Enforcement Information.

3.2 Security Incident. In the event of any actual or reasonably suspected unauthorized access to, and/or unauthorized disclosure or use of, any PII contained in the Law Enforcement Information that is caused by any acts or omissions of Agency or any of Agency's officers, employees, or agents (collectively, "Agency Incident"), Agency shall promptly notify CARFAX of such Agency Incident and shall fully cooperate with CARFAX in investigating such Agency Incident and preventing the recurrence of an Agency Incident. In connection with an Agency Incident, Agency shall be responsible for, and shall bear all costs associated with, complying with the legal and regulatory obligations arising under any Applicable Laws. Without CARFAX's prior written consent, Agency shall not reference CARFAX, the Program or any of the Services in connection with any Agency Incident, including but not limited to in any notices to (a) the individuals whose information is the subject of an Agency Incident or (b) any regulatory entities, credit reporting agencies or other parties.

4. Provision of Crash Data. Agency hereby provides (or authorizes its third party service provider to provide) to CARFAX all Agency Crash Reports and Crash Data (as applicable). Agency understands that CARFAX relies on its sources for the accuracy and reliability of the Crash Data, and therefore Agency shall notify CARFAX of erroneous data and information in any Crash Data. Agency authorizes CARFAX to include any and all non-personal data and information from the Crash Data in the VHDB, and to use such data and information from the Crash Data in connection with any data, products or services provided by CARFAX. Agency authorizes CARFAX to include any and all data and information from the Crash Data in the Law Enforcement Database and to use such data and information in connection with any data, products or services that CARFAX provides to law enforcement agencies. Agency agrees to use its best efforts to provide to CARFAX, upon CARFAX's request, another copy of any previously provided Crash Data as soon as reasonably possible after such request.

5. Crash Data Restrictions. Because of the significant investment CARFAX has made and continues to make in the Services that CARFAX licenses to Agency for free, Agency shall not, directly or indirectly: (a) offer, sell, resell, distribute, license, sublicense, transfer, or otherwise provide any Crash Data, in whole or in part, whether in electronic, digital, paper or any other form or manner, to any Alternative Vehicle History Provider or (b) allow any person or entity to offer, sell, resell, distribute, license, sublicense, transfer, or otherwise provide any Crash Data, in whole or in part, whether in electronic, digital, paper or any other form or manner, to any Alternative Vehicle History Provider (collectively, the "Crash Data Restrictions"). Without limiting the foregoing, Agency shall ensure that each person or entity that receives any Crash Data from Agency (or a third party on Agency's behalf) (each, a "Crash Data Recipient") shall be bound by a written agreement that: (i) obligates such Crash Data Recipient to comply with the Crash Data Restrictions and (ii) names CARFAX as an intended third party beneficiary with the right to enforce the Crash Data Restrictions directly against such Crash Data Recipient. Agency agrees to notify CARFAX of any suspected or known breach of the Crash Data Restrictions by a Crash Data Recipient, and at CARFAX's request, Agency will enforce the terms of such agreement against the Crash Data Recipient.

6. Intellectual Property; Marks. Agency acknowledges that Intellectual Property is and will remain the property of CARFAX. Each party hereby grants to the other party a nonexclusive, nontransferable, revocable right to use such of its trademarks, service marks, logos and trade names and other designations that are provided by the granting party to the other party (collectively, the "Marks") for the sole purpose of performing such party's obligations and exercising such party's rights under this Agreement. Each party represents and warrants that it has all necessary right, title, interest, and/or license in and to its Marks to grant to the other party the license to use its Marks as provided herein.

7. CARFAX's Obligations as Service Provider. Agency agrees that, in connection with the applicable Services, CARFAX is acting as Agency's service provider for purposes of Processing of any PII contained in the Crash Data (collectively, "Agency PII"). To the extent that the disclosure

and use of Agency PII is subject to the DPPA, CARFAX shall only release such Agency PII upon certification by the requester that the requester is a party involved in the motor vehicle crash or incident or has a DPPA Permissible Use. CARFAX shall implement and maintain applicable administrative, organizational, and technical safeguards to protect the security, confidentiality, and integrity of Agency PII. The parties agree that provision of the Agency PII to CARFAX is not a sale, as such term is defined by Applicable Laws (by way of example but not limitation, "sale" under California law includes the exchange of data for non-monetary consideration), of Agency PII to CARFAX, but is provided solely for purposes of CARFAX providing the applicable Services. Without limiting the generality of the foregoing, the parties agree that CARFAX shall not Process any Agency PII for any purpose other than for the purposes expressly permitted in this Agreement or otherwise permitted by Applicable Laws. Except to the extent permitted by or required to comply with Applicable Laws, CARFAX may not combine Agency PII with PII that it receives from or on behalf of any other person or entity or collects from its own interactions with any consumer. CARFAX certifies that it understands the restrictions in this Section 7 and shall comply with them. CARFAX will delete any Agency PII Processed by CARFAX within forty-five (45) days after its receipt of a written request for deletion of such Agency PII from Agency unless CARFAX is required, or it is reasonably necessary for CARFAX, to maintain such information.

8. Disclaimers. Agency acknowledges that CARFAX collects data from public records and other sources for use in the Investigative Tools and that this data may contain errors and omissions. CARFAX does not guarantee the correctness or completeness of the Investigative Tools, and CARFAX will have no liability for errors or omissions with respect to the Investigative Tools. Agency assumes full responsibility with respect to its decisions and transactions using the Investigative Tools. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." CARFAX MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND CARFAX EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF CARFAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The cumulative liability of CARFAX under this Agreement will not exceed \$1,000, and such amount will be Agency's exclusive remedy.

10. Term and Termination.

10.1 Term. The term of this Agreement commences on the Effective Date and continues in effect for a period of one (1) year and thereafter will automatically renew for additional one (1) year periods unless either party provides the other party at least ninety (90) days written notice of its intention to terminate this Agreement prior to any renewal date (the "Term").

10.2 Termination; Survival. Agency may discontinue its access to and use of any Service at any time by giving at least thirty (30) days' prior written notice to CARFAX. Any termination of Agency's access to and use of a Service does not terminate any other Services that Agency may access and use under this Agreement. CARFAX may terminate this Agreement and/or any Service immediately upon written notice if Agency breaches any provision of this Agreement. Upon any expiration or termination of a Service or this Agreement (as applicable), CARFAX may continue to use the Crash Data already acquired under this Agreement, and sell or offer to sell the Distributed Reports already acquired or rendered by CARFAX under this Agreement. Upon any expiration or termination of this Agreement, (a) Agency shall cease accessing the Services and (b) Agency understands that it will no longer have access to any eCrash Reports and is responsible for retaining all eCrash Reports on its own systems prior to the effective date of such expiration or termination. All provisions of this Agreement that expressly or should by their nature survive any expiration or termination of this Agreement shall so survive, including but not limited to this Section 10.2 and Sections 2.6(a), 2.7, 3, 6, 8, 9, and 11.

11. General Provisions. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and terminates and supersedes all previous agreements, whether oral or

written, relating to the same subject matter. In the event of any ambiguity or conflict between any of the terms and conditions contained in the Enrollment Form and those set forth in these Terms and Conditions, the Terms and Conditions shall govern. CARFAX reserves the right to discontinue or modify, upon notification to Agency, any aspect of any of the Services licensed to Agency hereunder. CARFAX reserves the right to modify these Terms and Conditions and to impose new or additional terms and conditions at any time. Such modifications and additional terms and conditions will be effective immediately upon being posted online on the CARFAX For Police website (or such other successor website) and incorporated into this Agreement, and Agency's continued use of any of the Services will be deemed acceptance thereof. Each party shall comply with all Applicable Laws with respect to its performance under this Agreement. This Agreement does not create a joint venture, partnership, agency, franchise, dealership, distributorship or employment relationship between the parties or any other relationship other than independent contractors. A party's failure to insist in any one or more instances upon the performance of any term, obligation, or condition of this Agreement by the other party, or to exercise any right or privilege conferred in this Agreement, will not be construed as a waiver of such term, obligation, or condition or a relinquishment of such right or privilege. Any waiver of a breach of any term or condition of this Agreement by a party will not be considered a waiver of any subsequent breach of the same or any other condition. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in force, unless the invalidity or unenforceability of a provision materially alters the rights or obligations of a party. Agency shall not assign this Agreement without the prior written consent of CARFAX. A signed Agreement sent by fax or scanned and emailed, or signed via a recognized electronic signature service, shall be legally binding and enforceable.

12. Governing Law. This Agreement, and any claim or dispute relating in any way to the activities under this Agreement, shall be governed by and construed in accordance with the laws of the State of Florida, Volusia County, without regard to its conflict of law principles. Both parties agree to waive a jury trial and to proceed to trial by judge.

13. Non-Discrimination. CARFAX warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

14. Discriminatory Vendor List. Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement CARFAX represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

15. Public Records. To the extent that CARFAX and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, CARFAX shall:

- (a) Keep and maintain public records required by Agency to perform the services provided hereunder.
- (b) Upon request from Agency's custodian of public records, provide Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if CARFAX does not transfer the records to the Agency.

- (d) Upon completion of the Agreement, transfer, at no cost, to Agency all public records in the possession of CARFAX or keep and maintain public records required by Agency to perform the service. If CARFAX transfers all public records to Agency upon completion of this Agreement, CARFAX shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CARFAX keeps and maintains public records upon completion of this Agreement, CARFAX shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Agency, upon request from Agency's custodian of public records, in a format that is compatible with the information technology systems of Agency.

If CARFAX fails to comply with the requirements in this Section, Agency may enforce these provisions in accordance with the terms of this Agreement. If CARFAX fails to provide the public records to Agency within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF CARFAX HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CARFAX'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CARFAX SHOULD CONTACT THE AGENCY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, BY TELEPHONE (386-626-7130) OR EMAIL (HENNESSY@DELAND.ORG).

16. PUBLIC ENTITY CRIMES. Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Agreement, CARFAX represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

17. Scrutinized Company.

- (a) Pursuant to Section 287.135, Florida Statutes, CARFAX certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.
 - (b) Pursuant to Section 287.135, in the event the Agreement is for one million dollars or more, CARFAX certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; and CARFAX further certifies that it is not engaged in business operations in Cuba or Syria.
 - (c) Pursuant to Section 287.135, Florida Statutes, Agency may, at the option of the City Commission, terminate this Agreement if CARFAX is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.
17. Foreign Countries of Concern. Section 287.138(4), Florida Statutes, prohibits a governmental entity from entering into a contract with an entity which would grant the entity access to an individual's personal information, as defined in § 501.171(1)(g), Fla. Stat., unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity is: (1) not owned by the government of a foreign country of concern, as defined in §287.138(1)(c), Fla. Stat.; (2) the government of a foreign country of concern does not have a controlling interest in

the entity; and (3) the entity is not organized under the laws of or has its principal place of business in a foreign country of concern.

CITY OF DELAND
Request for Commission Action
September 15, 2025

SUBJECT: Second Reading of Ordinance No. 2025-15, Amending Fee Schedule for Sections 16A-4, 16A-28, 16A-48, and 16A-83 of the Code of Ordinances of the City of DeLand.

DEPARTMENT: Legal

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: ORD-2025-15 Impact Fee, 2025 DeLand Impact Fee Report Final, ORD-2025-15 Business Impact Estimate

APPROVED BY: Michael Pleus, City Manager, September 10, 2025

SUMMARY/HIGHLIGHT:

The City of DeLand imposes impact fees on new development to help pay the proportional fair share of such development's demand for facilities. Impact fees are related to police, fire, general government and parks and recreation and are used to create additional service capacity for the impact created by growth. The City is entitled by law to impose such impact fees on development so long as the fees bear a proportionate relationship to the costs related to the demand on each category of service created by such development. Impact fees are a one time payment for new development to pay for its pro-rata share of the cost for new capital facilities/projects required to serve that development.

In particular, the City has experienced extraordinary increases in demand for and the cost of delivering new infrastructure to support the growth in population, resulting from factors including the need to build completely new facilities in new locations (as opposed to simply expanding existing facilities) due not only to population growth (the population grew by more than 22% since the last impact fee update) but also to the geographic expansion of the population centers and extraordinary increases in land and construction costs since 2019, when the fees were last updated.

Below is a summary of the update to the impact fees with their related categories:

Single Family

Description	Existing	Calculated	\$ Difference	% Difference
Police	\$753.00	\$540.00	(\$213.00)	-28.3%
Fire	364.00	1,041.00	677.00	186.0%
Parks	1,688.00	2,408.00	720.00	42.7%
General Government	653.00	876.00	223.00	34.2%
Total	\$3,458.00	\$4,865.00	\$1,407.00	40.7%

Multi-Family

Description	Existing	Calculated	\$ Difference	% Difference
Police	\$546.00	\$403.00	(\$143.00)	-26.2%
Fire	263.00	776.00	513.00	195.1%
Parks	1,232.00	1,805.00	573.00	46.5%
General Government	473.00	653.00	180.00	38.1%
Total	\$2,514.00	\$3,637.00	\$1,123.00	44.7%

Retail/Commercial

Description	Existing	Calculated	\$ Difference	% Difference
Police	\$779.00	\$631.00	(\$148.00)	-19.0%
Fire	376.00	1,215.00	839.00	223.1%
Parks	N/A	N/A	N/A	N/A
General Government	675.00	1,022.00	347.00	51.4%
Total	\$1,830.00	\$2,868.00	\$1,038.00	56.7%

Office

Description	Existing	Calculated	\$ Difference	% Difference
Police	\$403.00	\$264.00	(\$139.00)	-34.5%
Fire	194.00	509.00	315.00	162.4%
Parks	N/A	N/A	N/A	N/A
General Government	349.00	428.00	79.00	22.6%
Total	\$946.00	\$1,201.00	\$255.00	27.0%

Industrial/Warehousing

Description	Existing	Calculated	\$ Difference	% Difference
Police	\$178.00	\$125.00	(\$53.00)	-29.8%
Fire	86.00	241.00	155.00	180.2%
Parks	N/A	N/A	N/A	N/A
General Government	154.00	202.00	48.00	31.2%
Total	\$418.00	\$568.00	\$150.00	35.9%

Public/Institutional

Description	Existing	Calculated	\$ Difference	% Difference
Police	\$255.00	\$227.00	(\$28.00)	-11.0%
Fire	123.00	438.00	315.00	256.1%
Parks	N/A	N/A	N/A	N/A
General Government	221.00	368.00	147.00	66.5%
Total	\$599.00	\$1,033.00	\$434.00	72.5%

Assisted Living Facilities

Description	Calculated
Police	\$214.00
Fire	413.00
Parks	N/A
General Government	347.00
Total	\$974.00

On September 3, 2025, the City Commission approved this item on first reading.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government and Preparing for the Future

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The funding received through impact fees is based upon new growth. The average increase for single family residential construction is \$1,407.

RECOMMENDATION:

Approve the Ordinance amending Fee Schedule for Section 16A-4,16A-5, 16A-28, 16A-29,16A-48, 16A-49, 16A-83 and 16A-84 of the Code of Ordinances of the City of DeLand on second reading.

BACKGROUND/DISCUSSION:

The City commissioned an impact fee study for the purpose of updating the amounts charged for each category of impact fees so that the fees would be appropriate and proportionate to current costs for meeting the demands of new development. The last time the impact fees were updated was in 2019.

Raftelis Financial Consultants, Inc., completed an impact fee study on August 20, 2025, entitled "City of DeLand 2025 Municipal Impact Fee Study", showing that due to a combination of population growth and the geographic expansion of the City's population there is a need to construct new fire stations and parks/recreation facilities in new locations as well as a need to expand the size and capacity of the City's public works complex. By statute cities are not allowed to raise impact fees beyond certain percentage thresholds unless a study is undertaken which identifies extraordinary circumstances to support an immediate as opposed to phased increases. The Raftelis study expressly identifies the that the extraordinary circumstances exist.

Two public workshops were held on August 4th and August 18th 2025. Notice of the new impact fees will be provided upon adoption of this ordinance and will take effect on December 29, 2025.

ORDINANCE NO. 2025 - 15

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING SECTION 16A-4 “FEE SCHEDULE” OF THE CODE OF ORDINANCES OF THE CITY OF DELAND BY INCREASING THE AMOUNT OF FIRE/EMS IMPACT FEES; AMENDING SECTION 16A-5 “DEFINITIONS” BY REVISING THE DEFINITIONS THEREIN; AMENDING SECTION 16A-28 “FEE SCHEDULE” BY DECREASING THE AMOUNT OF POLICE IMPACT FEES; AMENDING SECTION 16A-29 “DEFINITIONS” BY REVISING THE DEFINITIONS THEREIN; AMENDING SECTION 16A-48 “FEE SCHEDULE” BY INCREASING THE AMOUNT OF GENERAL GOVERNMENT IMPACT FEES; AMENDING SECTION 16A-49 “DEFINITIONS” BY REVISING THE DEFINITIONS THEREIN; AMENDING SECTION 16A-83 “FEE SCHEDULE” BY INCREASING THE AMOUNT OF PARKS AND RECREATION IMPACT FEES; AMENDING SECTION 16A-84 “DEFINITIONS” BY REVISING THE DEFINITIONS THEREIN; BY PROVIDING FOR CODIFICATION; BY PROVIDING FOR SEVERABILITY AND BY PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of DeLand imposes impact fees on new development to help pay the proportionate fair share of such development’s demand for facilities; and

WHEREAS, the City imposes impact fees related to police, fire, general government and parks and recreation; and

WHEREAS, the City is entitled by law to impose such impact fees on development so long as the fees bear a proportionate relationship to the costs related to the demand on each category of service created by such development; and

WHEREAS, the City last increased the impact fees it charges in 2019; and

WHEREAS, the City has experienced extraordinary increases in demand for and the cost of delivering new infrastructure to support the growth in population, resulting from factors including the need to build completely new facilities in new locations (as opposed to simply expanding existing facilities) due not only to population growth (the population grew by more than 22% since the last impact fee update) but also to the geographic expansion of the population centers and extraordinary increases in land and construction costs since 2019; and

WHEREAS, the City commissioned an impact fee study for the purpose of updating the amounts charged for each category of impact fees so that the fees would be appropriate and proportionate to current costs for meeting the demands of new development; and

WHEREAS, an impact fee study was completed by Raftelis Financial Consultants, Inc. which study is detailed in the report entitled “City of DeLand 2025 Municipal Impact Fee Study” and dated August 20, 2025 (hereinafter referred to as the “Impact Fee Study”); and

WHEREAS, the Impact Fee Study contains a demonstrated-need study which shows that due to a combination of population growth and the geographic expansion of the City's population there is a need to construct new fire stations and parks/recreation facilities in new locations as well as a need to expand the size and capacity of the City's public works complex; and

WHEREAS, due to the nature of police operations and the existence of a relatively new police station which was built to support future growth, the police department does not have the same need to construct significant new facilities in new locations and the Impact Fee Study recommends a reduction in the police impact fee; and

WHEREAS, this Ordinance has been adopted in compliance with the provisions of Section 163.31801, Florida Statutes and in particular Subsection (g) of said statute; and

WHEREAS, the City Commission has reviewed the Impact Fee Study and accepted same for the purpose of setting the amount of the impact fees imposed by the City; and

WHEREAS, the Impact Fee Study is hereby incorporated herein by reference; and

WHEREAS, the Impact Fee Study sets forth amounts for each category of impact fee charged by the City of DeLand, and the City Commission desires to update the amount of the impact fees that the City charges in accordance with the findings in the Impact Fee Study; and

WHEREAS, the City Commission hereby determines that the increases and decreases in impact fees, based upon the findings of the Impact Fee Study, are appropriate and are in the best interests of the health, safety and welfare of the citizens of the City of DeLand.

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

Section 1. The foregoing preamble is incorporated herein as the legislative findings of the City Commission of the City of DeLand.

Section 2. Chapter 16 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 16A-4 "Fee schedule", Subsection (a), by deleting the ~~strike through~~ language and by inserting the new underlined language, as follows:

(a) The following fire/EMS impact fees are hereby assessed by the city and shall be collected by the city prior to issuance of a building permit for the construction of any structure to be used for a residential or nonresidential use in the City of DeLand.

~~Single-Family Detached, per dwelling \$364.00~~

~~Multi-Family, per dwelling \$263.00~~

~~Mobile Home/RV Park, per space \$372.00~~

~~Retail/Commercial, per 1,000 sq. ft. or portion thereof \$376.00~~

~~Office, per 1,000 sq. ft. or portion thereof \$194.00~~

~~Industrial, per 1,000 sq. ft. or portion thereof \$86.00~~

~~Warehouse, per 1,000 sq. ft. or portion thereof \$36.00~~

~~Public/Institutional, per 1,000 sq. ft. or portion thereof ... \$123.00~~

Single-Family, per dwelling \$1,041.00

Multi-Family, per dwelling \$776.00

Retail/Commercial, per 1,000 sq. ft. or portion thereof \$1,215.00

Office, per 1,000 sq. ft. or portion thereof \$509.00

Industrial/Warehousing, per 1,000 sq. ft. or portion thereof \$241.00

Public/Institutional, per 1,000 sq. ft. or portion thereof ... \$438.00

Assisted Living Facilities, per bed ... \$413.00

Section 3. Chapter 16 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 16A-5 “Definitions”, by deleting the ~~strike through~~ language and by inserting the new underlined language, as follows:

Sec. 16A-5. - Definitions.

For the purposes of this article, the following terms shall be defined as follows:

Fire protection shall mean any fire response or emergency medical service response.

~~*Nonresidential structure* shall mean any building which fully encloses space for the occupancy by persons or their activities other than residential dwellings including, but not limited to, professional buildings, commercial buildings, industrial building, warehouses, public assembly buildings or institutional buildings except for churches, public schools, and governmental buildings.~~

~~*Residential structure* shall mean each single family dwelling unit and each dwelling unit of a condominium, duplex, triplex, mobile home, modular housing, manufactured home, apartment or multiple dwelling structure designated as a separate housing unit for one or more persons, whether temporarily or permanently utilized or designed or intended to be utilized for human habitation.~~

Single Family – Generally includes single family detached housing, town houses, duplexes, and residential buildings with less than five (5) dwelling units and mobile home units.

Multi-Family – This land use includes residential buildings with five (5) or more dwelling units.

Retail / Commercial (ITE 820) – Generally includes all types of retail establishments such as shopping centers, stand-alone stores, grocery stores, department stores, banks, auto repair shops, and similar stores. Additionally, this land use includes various types of restaurants and dining establishments such as fast food restaurants, casual dining, fine dining, coffee shops, and fast casual dining.

Office (ITE 710) – This land use consists of various types of office building including general and medical.

Industrial / Warehousing (ITE 110) – This land use generally includes light industrial, heavy industrial, industrial parks, manufacturing, warehousing, and mini-warehousing.

Public / Institutional (ITE 560) – Generally includes religious institutions, schools, daycares, hospitals, and medical facilities.

Assisted Living Facilities – Generally consists of assisted living facilities including senior adult housing, congregate care facilities, nursing homes, and similar land uses.

Section 4. Chapter 16 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 16A-28 “Fee schedule”, Subsection (a), by deleting the ~~strike through~~ language and by inserting the new underlined language, as follows:

(a) The following police impact fees are hereby assessed by the city and shall be collected by the city prior to issuance of a building permit for the construction of any structure to be used for a residential or nonresidential use in each district.

~~Single-Family Detached, per dwelling \$753.00~~

~~Multi-Family, per dwelling \$546.00~~

~~Mobile Home/RV Park, per space \$771.00~~

~~Retail/Commercial, per 1,000 sq. ft. or portion thereof \$779.00~~

~~Office, per 1,000 sq. ft. or portion thereof \$403.00~~

~~Industrial, per 1,000 sq. ft. or portion thereof \$178.00~~

~~Warehouse, per 1,000 sq. ft. or portion thereof \$74.00~~

~~Public/Institutional, per 1,000 sq. ft. or portion thereof ... \$255.00~~

Single-Family, per dwelling \$540.00

Multi-Family, per dwelling \$403.00

Retail/Commercial, per 1,000 sq. ft. or portion thereof \$631.00

Office, per 1,000 sq. ft. or portion thereof \$264.00

Industrial/Warehousing, per 1,000 sq. ft. or portion thereof \$125.00

Public/Institutional, per 1,000 sq. ft. or portion thereof ... \$227.00

Assisted Living Facilities, per bed ... \$214.00

Section 5. Chapter 16 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 16A-29 “Definitions”, by deleting the ~~strike-through~~ language and by inserting the new underlined language, as follows:

Sec. 16A-29. - Definitions.

For the purposes of this article, the following terms shall be defined as follows:

~~*Nonresidential structure* shall mean any building which fully encloses space for the occupancy by persons or their activities other than residential dwellings including, but not limited to, professional buildings, commercial buildings, industrial building, warehouses, public assembly buildings or institutional buildings except for churches, public schools, and governmental buildings.~~

~~*Residential structure* shall mean each single family dwelling unit and each dwelling unit of a condominium, duplex, triplex, mobile home, modular housing, manufactured home, apartment or multiple dwelling structure designated as a separate housing unit for one or more persons, whether temporarily or permanently utilized or designed or intended to be utilized for human habitation.~~

Single Family – Generally includes single family detached housing, town houses, duplexes, and residential buildings with less than five (5) dwelling units and mobile home units.

Multi-Family – This land use includes residential buildings with five (5) or more dwelling units.

Retail / Commercial (ITE 820) – Generally includes all types of retail establishments such as shopping centers, stand-alone stores, grocery stores, department stores, banks, auto repair shops, and similar stores. Additionally, this land use includes various types of restaurants and dining establishments such as fast food restaurants, casual dining, fine dining, coffee shops, and fast casual dining.

Office (ITE 710) – This land use consists of various types of office building including general and medical.

Industrial / Warehousing (ITE 110) – This land use generally includes light industrial, heavy industrial, industrial parks, manufacturing, warehousing, and mini-warehousing.

Public / Institutional (ITE 560) – Generally includes religious institutions, schools, daycares, hospitals, and medical facilities.

Assisted Living Facilities – Generally consists of assisted living facilities including senior adult housing, congregate care facilities, nursing homes, and similar land uses.

Section 6. Chapter 16 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 16A-48 “Fee schedule”, Subsection (a), by deleting the ~~strike~~ ~~through~~ language and by inserting the new underlined language, as follows:

Sec. 16A-48. - Fee schedule.

(a) The following general government impact fees are hereby assessed by the city and shall be collected by the city prior to issuance of a building permit for the construction of any structure to be used for a residential or nonresidential use in each district.

~~Single-Family Detached, per dwelling \$653.00~~

~~Multi-Family, per dwelling \$473.00~~

~~Mobile Home/RV Park, per space \$668.00~~

~~Retail/Commercial, per 1,000 sq. ft. or portion thereof \$675.00~~

~~Office, per 1,000 sq. ft. or portion thereof \$349.00~~

~~Industrial, per 1,000 sq. ft. or portion thereof \$154.00~~

~~Warehouse, per 1,000 sq. ft. or portion thereof \$64.00~~

~~Public/Institutional, per 1,000 sq. ft. or portion thereof ... \$221.00~~

Single-Family, per dwelling \$876.00

Multi-Family, per dwelling \$653.00

Retail/Commercial, per 1,000 sq. ft. or portion thereof \$1,022.00

Office, per 1,000 sq. ft. or portion thereof \$428.00

Industrial/Warehousing, per 1,000 sq. ft. or portion thereof \$202.00

Public/Institutional, per 1,000 sq. ft. or portion thereof ... \$368.00

Assisted Living Facilities, per bed ... \$347.00

Section 7. Chapter 16 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 16A-49 “Definitions”, by deleting the ~~strike through~~ language and by inserting the new underlined language, as follows:

Sec. 16A-49. - Definitions.

For the purposes of this article, the following terms shall be defined as follows:

~~Nonresidential structure shall mean any building which fully encloses space for the occupancy by persons or their activities other than residential dwellings including, but not limited to, professional buildings, commercial buildings, industrial building, warehouses, public assembly buildings or institutional buildings except for churches, public schools, and governmental buildings.~~

~~Residential structure shall mean each single family dwelling unit and each dwelling unit of a condominium, duplex, triplex, mobile home, modular housing, manufactured home, apartment or multiple dwelling structure designated as a separate housing unit for one or more persons, whether temporarily or permanently utilized or designed or intended to be utilized for human habitation.~~

Single Family – Generally includes single family detached housing, town houses, duplexes, and residential buildings with less than five (5) dwelling units and mobile home units.

Multi-Family – This land use includes residential buildings with five (5) or more dwelling units.

Retail / Commercial (ITE 820) – Generally includes all types of retail establishments such as shopping centers, stand-alone stores, grocery stores, department stores, banks, auto repair shops, and similar stores. Additionally, this land use includes various types of restaurants and dining establishments such as fast food restaurants, casual dining, fine dining, coffee shops, and fast casual dining.

Office (ITE 710) – This land use consists of various types of office building including general and medical.

Industrial / Warehousing (ITE 110) – This land use generally includes light industrial, heavy industrial, industrial parks, manufacturing, warehousing, and mini-warehousing.

Public / Institutional (ITE 560) – Generally includes religious institutions, schools, daycares, hospitals, and medical facilities.

Assisted Living Facilities – Generally consists of assisted living facilities including senior adult housing, congregate care facilities, nursing homes, and similar land uses.

Section 8. Chapter 16 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 16A-83 “Fee schedule”, Subsection (a), by deleting the ~~strike through~~ language and by inserting the new underlined language, as follows:

Sec. 16A-83. - Fee schedule.

(a) The following parks and recreation impact fees are hereby assessed by the city and shall be collected by the city prior to issuance of a building permit for the construction of any structure to be used for a residential or nonresidential use in each district.

~~Single-Family Detached, per dwelling \$1,688.00~~

~~Multi-Family, per dwelling \$1,232.00~~

~~Mobile Home/RV Park, per space \$1,739.00~~

~~Retail/Commercial, per 1,000 sq. ft. or portion thereof \$0.00~~

~~Office, per 1,000 sq. ft. or portion thereof \$0.00~~

~~Industrial, per 1,000 sq. ft. or portion thereof \$0.00~~

~~Warehouse, per 1,000 sq. ft. or portion thereof \$0.00~~

~~Public/Institutional, per 1,000 sq. ft. or portion thereof ... \$0.00~~

Single-Family, per dwelling \$2,408.00

Multi-Family, per dwelling \$1,805.00

Non-residential uses and assisted living facilities are not subject to a parks and recreation impact fee.

Section 9. Chapter 16 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 16A-84 “Definitions”, by deleting the ~~strike-through~~ language and by inserting the new underlined language, as follows:

Sec. 16A-84. - Definitions.

For the purposes of this article, the following terms shall be defined as follows:

~~Nonresidential structure shall mean any building which fully encloses space for the occupancy by persons or their activities other than residential dwellings including, but not limited to, professional buildings, commercial buildings, industrial building, warehouses, public assembly buildings or institutional buildings except for churches, public schools, and governmental buildings.~~

~~Residential structure shall mean each single-family dwelling unit and each dwelling unit of a condominium, duplex, triplex, mobile home, modular housing, manufactured home, apartment or multiple dwelling structure designated as a separate housing unit for one or more persons, whether temporarily or permanently utilized or designed or intended to be utilized for human habitation.~~

Single Family – Generally includes single family detached housing, town houses, duplexes, and residential buildings with less than five (5) dwelling units and mobile home units.

Multi-Family – This land use includes residential buildings with five (5) or more dwelling units.

Assisted Living Facilities – Generally consists of assisted living facilities including senior adult housing, congregate care facilities, nursing homes, and similar land uses.

Section 10. Implementing Administrative Actions. The City Manager, or his designee, is hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions including, but not limited to, the adoption of administrative rules.

Section 11. Conflicts. All Ordinances or parts of Ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed.

Section 12. 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 13. Codification; Direction to Code Codifier and City Staff; Correction of Scrivener's Errors.

(a). The provisions of Sections 2 through 9 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 the text of Section 1 and Sections 10 through 14 shall not be codified.

(b). The Code codifier 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 14. This Ordinance shall become effective on December 29, 2025.

PASSED AND DULY ADOPTED this 15th day of September, 2025.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: September 03, 2025
Adopted on second reading: September 15, 2025

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

City of **DeLand**

2025 Municipal Impact Fee Study

August 20, 2025



August 20, 2025

Mr. Michael Grebosz
Assistant City Manager
City of DeLand
120 S Florida Ave
DeLand, FL 32720

Subject: 2025 Municipal Impact Fee Study

Enclosed is the 2025 municipal impact fee report for your use and reference. The report herein includes an executive summary followed by technical sections regarding the calculation of each of the impact fees and additional background information. This report outlines the extraordinary circumstances faced by the City in regard to providing the necessary capital improvements to meet additional demands resulting from growth. Implementing the fees as proposed will help minimize the burden of funding growth related projects on existing residences and businesses. If you should have any questions, please do not hesitate to contact me. We appreciate the opportunity to work with you and the City on this important project.

Respectfully Submitted,

Raftelis Financial Consultants, Inc.



Joe Williams
Senior Manager



Michelle Galvin
Senior Consultant

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List of Exhibits

- Exhibit 1: Residential Functional Population
- Exhibit 2: Non-Residential Functional Population
- Exhibit 3: F.S. 163.31801 – Florida Impact Fee Act

Executive Summary

Introduction

The City of DeLand has retained Raftelis Financial Consultants, Inc. (Raftelis) to review and update the City's police, fire/EMS, parks and recreation, and general government impact fees. Impact fees are important sources of revenue for municipalities to fund infrastructure investments related to serving growth. The impact fee calculations are based on the costs to provide infrastructure to address needs related to growth based on data specific to each service and related to the City's characteristics. The calculated impact fees set forth in this study reflect Florida case law, Florida Statutes, and generally acceptable impact fee methodologies, where applicable.

The report herein outlines the methodologies, assumptions, and considerations in the development of each impact fee calculation. The following tables summarize the City's existing residential municipal impact fees compared to the fully calculated impact fees based on the analysis in this report:

Table ES 1: Existing and Calculated Single Family Residential Impact Fees

Description	Existing	Calculated Fee	Difference	% Difference
Police	\$753.00	\$540.00	(\$213.00)	-28.29%
Fire	364.00	1,041.00	677.00	185.99%
Parks and Recreation	1,688.00	2,408.00	720.00	42.65%
General Government	653.00	876.00	223.00	34.15%
Total	\$3,458.00	\$4,865.00	\$1,407.00	40.69%

In accordance with the Florida Impact Fee Act (F.S. 163.31801 section (6)) that provides limitations on increasing impact fees, outside of extraordinary circumstances, the following tables demonstrate the fee levels that are recommended for adoption by the City for both residential and non-residential developments. The extraordinary circumstances include recent large inflationary cost increases, additional capital improvements based on rapid population growth experienced in recent years, and the geographic expansion of development resulting in the need for more facilities to continue providing high levels of service. As shown below, the fire, parks and recreation, and general government impact fees demonstrate significant and extraordinary capital needs that justify having the fully calculated fees implemented. Additional tables and discussion, including extraordinary circumstances as applicable are provided in each section of this report.

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Table ES 2: Proposed Police Impact Fees

Land Use	Impact Unit	Proposed Impact Fee
Residential		
Single Family	Dwelling Unit	\$540.00
Multi-Family	Dwelling Unit	403.00
Non-Residential		
Retail/Commercial	1,000 Sq Ft	\$631.00
Office	Rooms	264.00
Industrial/Warehousing	1,000 Sq Ft	125.00
Public/Institutional	1,000 Sq Ft	227.00
Assisted Living Facilities	1,000 Sq Ft	214.00

Table ES 3: Proposed Fire Impact Fees

Land Use	Impact Unit	Proposed Impact Fee
Residential		
Single Family	Dwelling Unit	\$1,041.00
Multi-Family	Dwelling Unit	776.00
Non-Residential		
Retail/Commercial	1,000 Sq Ft	\$1,215.00
Office	Rooms	509.00
Industrial/Warehousing	1,000 Sq Ft	241.00
Public/Institutional	1,000 Sq Ft	438.00
Assisted Living Facilities	1,000 Sq Ft	413.00

Table ES 4: Proposed Parks Impact Fees

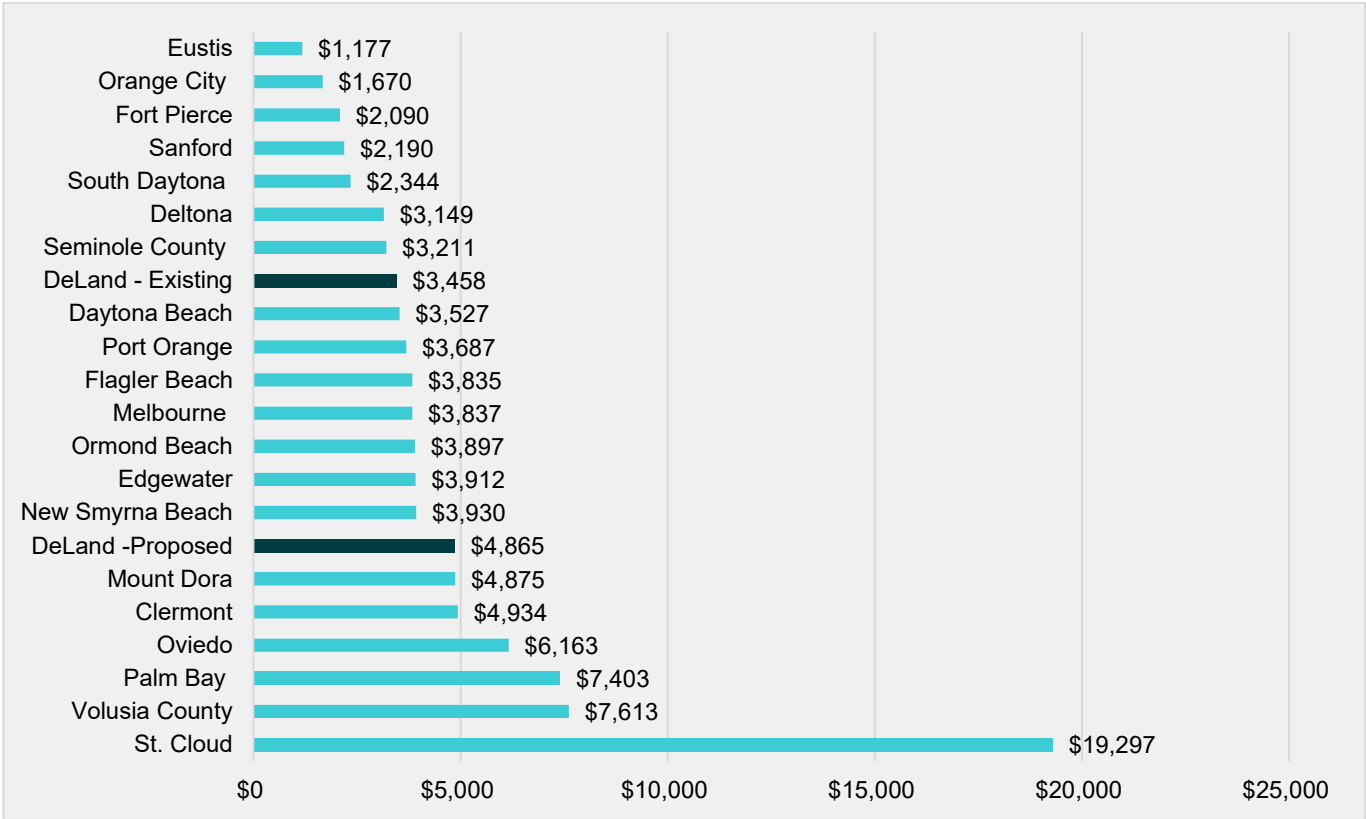
Land Use	Impact Unit	Proposed Impact Fee
Residential		
Single Family	Dwelling Unit	\$2,408.00
Multi-Family	Dwelling Unit	1,805.00

Table ES 5: Proposed General Government Impact Fees

Land Use	Impact Unit	Proposed Impact Fee
Residential		
Single Family	Dwelling Unit	\$876.00
Multi-Family	Dwelling Unit	653.00
Non-Residential		
Retail/Commercial	1,000 Sq Ft	\$1,022.00
Office	Rooms	428.00
Industrial/Warehousing	1,000 Sq Ft	202.00
Public/Institutional	1,000 Sq Ft	368.00
Assisted Living Facilities	1,000 Sq Ft	347.00

A comparison of the City’s existing and fully calculated fees with other municipalities are shown below for informational purposes:

Figure ES 1: Single Family Municipal Impact Fee Comparison



The City currently charges non-residential development based on land use per square foot for police, fire, and general government. This report reviews the existing land use categories and makes suggestions on adding or removing some land use categories.

Observations and Recommendations

The following is a summary of the observations and recommendations developed by Raftelis during our investigation, analyses, and preparation of this report:

- 1. The imposition of impact fees must satisfy the rational nexus requirements as determined by case law. The impact fees must be reasonably related to the capital cost of providing capital facilities/equipment needed to accommodate needs attributable to new growth. The impact fees collected must be used by the City to address the capital costs related to serving new development. Based on the information made available by the City, the proposed impact fees are designed to meet these precedents and the requirements set forth in Florida Statutes Section 163.31801.
- 2. The fees developed within this report reflect recovery of identified costs and the City has discretion to phase-in or otherwise adopt less than the fully calculated fees, subject to meeting all provisions of F.S. 163.31801. However, the adoption of fees less than the fully calculated rates should be applied to all land uses equally

to maintain the calculations herein in correct proportion. Adopting less than the calculated rates would increase the reliance on general fund and other revenue sources to meet the demands of growth.

3. Should the City move forward with adopting the fees as proposed, with new land uses, and fee amounts that will exceed the 50% increase limitations outlined in F.S. 163.31801, all requirements of the Statute should be met including holding two publicly noticed workshops dedicated to discussing the extraordinary needs.
4. In compliance with Florida Statutes the City should continue to collect and maintain revenue collected from each type of municipal impact fee in designated sub-accounts and use such fees on those facilities designated for each purpose.
5. The City should re-evaluate its municipal impact fees by 2030 to maintain compliance with state statutes and since statutes now limit impact fee increases to no more than every four years.

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Section 1 – Introduction

Introduction

The City of DeLand (the City) is situated in central Florida a few miles East of the St. Johns River. Located in Volusia County, the City has a total area of approximately 65 square miles. The City provides a full range of municipal services, including police services, fire rescue services, recreation activities, and general government services. Based upon recent demographic data prepared for the City by the University of Florida, Bureau of Economic & Business Research (BEBR), the City's population is estimated at 45,515 as of 2025. Between 2020 and 2025, the City's population has increased by 8,164 people or 4.0% compounded annually. Based on discussions with City staff, the City is expected to continue experiencing growth through 2035. The City had BEBR perform population projections and identified the population will be 54,206 by 2035, representing an average growth rate of 1.8% compounded annually over the next ten-years.

Impact Fee Background

Impact fees are one-time charges established as a means to recover in whole or in part, the costs associated with infrastructure and capital equipment needed to accommodate the demands anticipated to be generated by new development. Such capital costs generally include the construction of facilities together with necessary land costs. However, recent changes to Florida Statutes governing impact fees require a minimum of five (5) year service life and therefore the impact fee calculations herein include only assets that meet this minimum. Historically, impact fees in Florida were a result of home rule powers with the requirements associated with the development, administration, accounting and expenditure governed by case law. However, in 2006, Section 163.31801 was added to the Florida Statutes, which placed specific requirements and limitations on that home rule authority. This statute has been amended several times since its initial adoption, including significant additional provisions in 2021 such as limiting the percentage increase for a change in impact fees. Exhibit 3 at the end of the report includes the full Florida impact fee statute.

Although the statute provides specific impact fee criteria, certain precedents established by case law also constitute the legal requirements associated with impact fees. Case law precedent for impact fees in Florida was originally set in the landmark Florida Supreme Court decision, Contractors and Builders Association of Pinellas County vs. City of Dunedin, Florida. In the ruling, the court identified certain conditions as necessarily present in order to have a valid impact fee. In general, the court decision addressed the following:

1. The impact fee should be reasonably equitable to all parties; that is, the amount of the fee must bear a relationship to the amount of services requested;
2. The system of fees and charges should be set up so that there is not an intentional windfall to existing users;
3. The impact fee should, to the extent practical, only cover the capital cost of construction and related costs thereto (engineering, legal, financing, administrative, etc.) for increases in or expansions of capacity or capital requirements that are required solely due to growth. Therefore, expenses due to normal renewal and replacement of a facility (e.g., replacement of a capital asset) should be borne by all users of the facility or municipality. Similarly, increased expenses due to operation and maintenance of that facility should be borne by all users of the facility; and
4. The local government must adopt a revenue-producing ordinance that explicitly sets forth restrictions on revenues (uses thereof) that the imposition of the impact fee generates. Therefore, the funds

collected from the impact fees should be retained in a separate account, and separate accounting must be made for those funds to ensure that they are used only for the lawful purposes described.

Based on the criteria provided above, the impact fees herein will: 1) include local current costs of improvements associated with the capacities needed to serve new growth; 2) not reflect costs of improvements associated with the renewal and replacement (R&R) of existing capital assets or deficiencies in level of service attributed to existing development; and 3) not include any costs of operation and maintenance of the capital improvements and equipment.

This section provides only a general background regarding impact fees. Certain circumstances and issues regarding the interpretation of specific statutes or case law should be addressed by qualified legal counsel.

Impact Fee Methods

There are three general methods for calculating impact fees. The choice of method depends primarily on the timing of infrastructure construction (past, concurrent, or future) and service characteristics of the facility type being addressed. Each method can be used simultaneously for different cost components.

Reduced to its simplest terms, the process of calculating impact fees involves two main steps: 1) determining the cost of development-related capital improvements and 2) allocating those costs equitably to various types of development. In practice, though, the calculation of impact fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for facilities within the designated service area. The following paragraphs discuss three basic methods for calculating impact fees and how those methods can be applied.

Cost Recovery (Past Improvements)

The rationale for recoupment, often called cost recovery, is that new development is paying for its share of the useful life and remaining capacity of facilities already built, or land already purchased, from which new growth will benefit. This methodology is often used for utility systems that must provide adequate capacity before new development can take place.

Incremental Expansion (Concurrent Improvements)

The incremental expansion method documents current infrastructure standards for each type of public facility, using both quantitative and qualitative measures. New development pays its proportionate share to maintain current standards. This approach assumes there is no existing infrastructure deficiency or surplus capacity. Impact fee revenue will be used to expand or provide additional facilities, as needed to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments to keep pace with development.

Plan-Based Fee (Future Improvements)

The plan-based method allocates costs for a specified set of improvements to a specified amount of development. Improvements are typically identified in a long-range facility plan or capital improvement plan and development potential is identified by a land use plan. There are two options for determining the cost per service unit: (1) total cost of a public facility can be divided by total demand units (average cost), or (2) the growth-share of the public facility cost can be divided by the net increase in service units over the planning timeframe (marginal cost).

Hybrid Fee (Past Improvements And Future Improvements)

The hybrid method provides for a combination of the Cost Recovery and Plan-Based approaches. New development and re-development can occur throughout the entire City and may ultimately receive service from existing assets and infrastructure, or from new infrastructure based on the location of existing infrastructure and capacity available. As the City evaluates its ability to provide municipal services to new development it may

identify new facilities, or upgrades and expansions to existing facilities. Many cities operate the municipal services, such as police, fire, and parks, as a city-wide operation where it is not practical to identify separate service areas. As such, the Hybrid approach is used to charge new development and redevelopment based on the average cost for providing the necessary municipal facilities, between past improvement and future improvements.

City of DeLand Methodology

The hybrid fee methodology has been utilized in the development of the police, fire and rescue, parks and recreation, and general government impact fee calculations as the City has made significant investments into the existing infrastructure and has plans for future investments that benefit new development.

Summary of Report

In addition to Section 1, this report has been subdivided into five (5) other sections. The following is a brief discussion of the remaining sections included in this report.

- Section 2 – Service Area and Functional Population. This section of the report provides a general discussion of the residential and non-residential land use characteristics, and development of functional population estimates for both existing and future development.
- Section 3 – Police Services Impact Fee. This section includes the calculation of the proposed impact fee for the capital requirements associated with providing police services, the methodology for the proposed fees, assumptions utilized in the design of the fees, and other factors associated with the fee determination.
- Section 4 – Fire/Rescue Impact Fee. This section discusses the calculation of the proposed impact fee for the capital requirements associated with providing fire/rescue services, the methodology for the proposed fees, assumptions utilized in the design of the fees, and other factors associated with the fee determination.
- Section 5 – Parks and Recreation Impact Fee. This section discusses the development of the proposed impact fee for the capital requirements associated with providing parks and recreation, the methodology for the proposed fees, assumptions and other factors associated with the fee determination. Parks and recreation impact fees apply only to residential development.
- Section 6 – General Government Impact Fee. This section includes the calculation of the proposed impact fee for the capital requirements associated with providing general government services, the methodology for the proposed fees, assumptions and other factors associated with the fee determination.

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Section 2 – Service Area and Functional Population

General

This section provides a general discussion of the current service area, population, and functional population factors.

Population and Development Forecast

Since impact fees are designed to recover the proportionate cost of new facilities attributed to growth, it is necessary to identify the existing population and future growth projections. Based upon recent demographic data published by the University of Florida, Bureau of Economic & Business Research (BEER), the City's population is estimated at 45,515 as of 2025. Based on discussions with City staff, the City is expected to continue experiencing growth through 2035. The City had BEER perform population projections and identified the population will be 54,206 by 2035, representing an average growth rate of 1.8% compounded annually over the next ten-years.

Property data, which was obtained from the Volusia County Property Appraiser and provides details on the number of parcels and square feet by land-use within City limits, was used in conjunction with five-year historic housing characteristics obtained from the U.S. Census Bureau. In total, there are an estimated 18,037 residential dwelling units (including single family and multi-family) developed in the City along with approximately 14,824,913 square feet (SF) of non-residential building space. Based on the 18,037 residential dwelling units estimated from the property appraiser along with the Census data and the 2025 population estimate of 45,515, there are on average 2.52 persons per residential dwelling unit, with single family homes having 2.68 people per housing unit (PPHU), and multi-family having 2.01 PPHU.

Functional Population Parameters

A goal of the impact fee study is to assign the capital costs associated with each service provided to new development. Two primary methods of allocating costs include 1) actual service calls based on historical records; and 2) population figures weighted and adjusted for time spent at various land uses based on traffic and other data, often referred to as "functional population". This study uses the functional population method that allocates costs using population figures weighted and adjusted for time spent at various land uses based on traffic and other data. The functional population analysis typically relies on trip data obtained through survey sources. Trip data is readily available from sources such as the Institute of Transportation Engineers (ITE) and is widely accepted for the purpose of identifying functional population by land use. This study uses the 11th Edition ITE trip generation manual. The trip data is applied to each land use along with other demographic data to establish a functional population by land use. This study uses the 11th Edition ITE trip generation manual. The trip data is applied to each land use along with other demographic data to establish a functional population by land use. Functional population measures the number of persons at a particular location measured over a 24-hour period. For example, for single family residential a typical functional population would reflect a person at home 100 hours per week (e.g. 10-14 hours per day during weekdays and 20 -30 hours during the weekend). Based on 168 hours per week, this equates to 60% occupancy or 0.6 functional population per resident. Applying this factor to the average household size throughout the City of 2.52 persons equates to 1.51 functional population per residential unit. For impact fee application purposes, the City currently charges single family, multi-family, and mobile homes a fee per unit/space. Mobile home spaces represent a factor greater than one single family unit and a multi-family unit represents approximately 73% of a single family unit. Based on a review of the U.S. Census data, it is recommended this fee application methodology be modified

and updated. The first modification is to eliminate the separate mobile home fee and incorporate it with the single family classification. The second modification is to adjust multi-family by slightly increasing the factor as compared to single family units to 75% based on the most recent housing trends. Table 1 summarizes the existing single family and multi-family residential functional population with details shown in Exhibit 1.

Table 1: Residential Functional Population

Housing Type	2025 Population [1]	2025 Housing Units [2]	Average Housing Unit Size	Occupancy Factor [3]	Functional Population/U nit	2025 Functional Population
		(a)	(b)	(c)	(b) x (c) = (d)	(a) x (d)
Single Family	37,305	13,945	2.68	60.00%	1.61	22,451
Multi-Family	8,210	4,092	2.01	60.00%	1.20	4,911
Total	45,515	18,037	2.52	60.00%	1.51	27,362

[1] Population comes from the 2025 BEBR estimates. The breakout between single family and multi-family is based on the Census Bureau Table B25032 5-Year Tenure by Units in Structure for years 2019 – 2023 and Census Bureau Table B25033 5-Year Total Population in Occupied Housing Units by Tenure by Units in Structure for years 2019 – 2023.

[2] 2025 housing units estimated using the Volusia County Property Appraiser data as obtained in January 2025 escalated 5.4% to account for 2025 housing unit growth.

[3] Amount assumes 100 hours spent at home out of a 168-hour week.

For non-residential land uses, the functional population is determined through the process of applying the following attributes to each land use, typically measured per 1,000 square feet (i.e., per unit): 1) trips per unit and employees staffed per unit; 2) trip end adjustment; 3) hours worked by employees; 4) occupants per trip; 5) number of visitors, visitor hours, and visitor hours per week. Trip and employee data are primarily obtained from the ITE manual (11th Edition, 2021), and visitors and other data is obtained from sources including the 2022 National Household Travel Survey (U.S. Department of Transportation). The City currently charges impact fees to non-residential development for police, fire, and general government services based on five land uses and a separate rate per 1,000 square feet of building space for each service. Based on a review of the City's composition of non-residential land uses, and considering industry trends, it is recommended that the non-residential land uses be updated to combine the land uses for industrial and warehousing and add an additional land use for assisted living facilities, which the fees are applied based on the number of beds. The details are shown in Exhibit 2 and are summarized on Table 2 below:

Table 2: Non-Residential Functional Population

Land Use	Building SF	2025 Functional Population
Retail/Commercial	4,915,173	10,231
Office	1,216,429	1,060
Industrial/Warehousing	3,316,433	1,368
Public/Institutional	4,306,533	3,230
Assisted Living Facilities	1,070,345	845
Total	14,824,913	16,734

At the end of this section there is a general description of each land use and examples of what types of developments would be recognized in each category.

Since impact fees are designed to recover the proportionate cost of new facilities attributed to growth, it is necessary to identify the existing and future development. The table below summarizes the expected residential

growth in the City by year 2035, which will serve as the primary basis for cost allocations, future functional population, and impact fee levels.

Table 3: Residential Functional Population Growth

Housing Type	2025 Functional Population [1]	Functional Population / Unit [1]	2035 Households [2]	2035 Functional Population
Single Family	22,451	1.61	16,356	26,333
Multi-Family	4,911	1.20	5,125	6,150
Total	27,362	1.51	21,481	32,483

[1] Amounts as shown in Table 1.

[2] Growth in household estimated using an annual growth rate of 1.8%, from the BEBR study performed for the City.

As seen above, the single family residential functional population increased by 3,882 from 22,451 to 26,333 and the multi-family residential functional population increased by 1,239 from 4,911 to 6,150 by 2035.

Table 4: Non-Residential Functional Population Growth

Year	Building Square Feet [1]	Functional Population [2]
2025	14,824,913	16,734
2035	17,655,537	19,929

[1] Growth in non-residential square footage is based on the same 1.8% annual growth rate as applied to residential development.

[2] Functional population as detailed in Exhibit 2.

As shown above, the 2025 non-residential functional population is 16,734 and is forecast to grow by 3,195 to 19,929 by 2035. The projected 2035 building square foot additions is based on the same 1.8% growth rate as used for residential development.

The following summarizes the existing and projected functional population:

Table 5: Summary of Functional Population

Land Use	2025 Functional Population	2035 Functional Population
Residential	27,362	32,483
Non-Residential	16,734	19,929
Total	44,096	52,412

The functional population assumptions used from ITE are representative of national averages. In order to localize the functional population estimates, the data is weighted using the 2022 Inflow/Outflow Report from the US Census that is specific to the City. The 2022 version of this report is the most current information available at the time of this study. The Census inflow/outflow report shows how many residents work inside and outside of the City daily as well as how many non-residents work inside the City.

According to the Inflow/Outflow Report, there are 16,492 residents from the City in the workforce. Of those, 3,509 work within the City and the other 12,983 work outside of the City. Using an estimated 2022 population of 39,282 from BEBR, it can be assumed that 22,790 residents are not working. It is assumed that a resident not

working would spend 20 hours at home and that residents working would spend 14 hours at home. This would give a total of 686,688 residential hours (hours spent at home).

Table 6: Functional Population Weighting Residential Hours

Description	Population	Demand Hours/Day	Person Hours
	(a)	(b)	(c) = (a) x (b)
2022 Population [1]	39,282		
Residential			
Residents Not Working [2]	22,790	20	455,800
Residential Work Force			
Works Inside City [3]	3,509	14	49,126
Works Outside City [3]	12,983	14	181,762
Total Residential Hours			686,688
Residential Share of Person Hours			64.37%
Non-Residential			
Residents Not Working [2]	22,790	4	91,160
Jobs Located in City			
Residents Working in City [3]	3,509	10	35,090
Non-resident Workers (inflow commuters) [3]	25,381	10	253,810
Total Non-Resident Hours			380,060
Non-Residential Share of Person Hours			35.63%
Total Person Hours Within the City			1,066,748

[1] Population estimate based on 2022 population estimates published by BEBR.

[2] Amount derived from subtracting the Residential Work Force from the 2022 population.

[3] Amount comes from US Census 2022 Inflow/Outflow Count for All Jobs Report.

As shown on the table above, Residential Hours account for 64.37% (686,688 / 1,066,748) of total daily hours spent within the City and the Non-Residential Hours accounts for 35.63% (380,060 / 1,066,748). These percentages are used to allocate the capital costs for police, fire, and general government impact fee calculations between residential and non-residential development for cost recovery purposes.

Some of the capital projects considered in this study are anticipated to serve growth beyond the next ten years. Using the BEBR population projections, it is anticipated that the City's population will be 58,624 by 2045. This would represent a growth in population of 4,418 beyond the 2035 population of 54,206. Using the population estimates at 2025, 2035, and 2045, approximately 7.5% (4,418 / 58,624) of the 2045 population would be added between 2035 and 2045. Using a conservative, rounded amount of 10.0% a portion of the relevant capital projects are allocated to future population growth beyond 2035.

Below is a list of the residential and non-residential land uses and general descriptions:

- Single Family – Generally includes single family detached housing, town houses, duplexes, and residential buildings with less than five (5) dwelling units and mobile home units.
- Multi-Family – This land use includes residential buildings with five (5) or more dwelling units.

- Retail / Commercial (ITE 820) – Generally includes all types of retail establishments such as shopping centers, stand-alone stores, grocery stores, department stores, banks, auto repair shops, and similar stores. Additionally, this land use includes various types of restaurants and dining establishments such as fast food restaurants, casual dining, fine dining, coffee shops, and fast casual dining.
- Office (ITE 710) – This land use consists of various types of office building including general and medical.
- Industrial / Warehousing (ITE 110) – This land use generally includes light industrial, heavy industrial, industrial parks, manufacturing, warehousing, and mini-warehousing.
- Public / Institutional (ITE 560) – Generally includes religious institutions, schools, daycares, hospitals, and medical facilities.
- Assisted Living Facilities – Generally consists of assisted living facilities including senior adult housing, congregate care facilities, nursing homes, and similar land uses.

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Section 3 – Police Impact Fee

Introduction

The City maintains a Police Department (Police Department) to provide law enforcement services and ensure the safety and well-being of the community and residents of the City of DeLand. The Police Department currently staffs 79.69 sworn officers, including the police chief, and 19.13 civilian support positions to serve the City’s existing population of 45,515. The City has indicated plans to increase the staffing of the Police department and in a first step has budgeted an additional six (6) police officers to be hired within the next fiscal year, which were included as part of this study giving a total of 98.82 full-time equivalent (FTE) personnel.

As the City continues to growth, the demand for law enforcement services will increase, causing a need for additional sworn officers and vehicles. While actual staffing levels will be determined annually based on the number of calls and other level of service benchmarks, this analysis assumes that as development occurs, the number of officers will grow proportionately. This section provides an analysis for the City’s consideration regarding the design of a police impact fee based on the costs to meet demands from growth.

Existing Impact Fees

The City currently charges police impact fees for new development within the City limits based on the three (3) residential land uses and five (5) non-residential land uses discussed in Section 2. The table below illustrates the fees charged by type of development.

Table 7: Existing Police Impact Fees

Description	Impact Unit	Existing
Residential		
Single Family Detached	Dwelling Unit	\$753.00
Multi-Family	Dwelling Unit	546.00
Mobile Home/RV Park	Space	771.00
Non-Residential		
Retail/Commercial	1,000 Sq Ft	779.00
Office	1,000 Sq Ft	403.00
Industrial	1,000 Sq Ft	178.00
Warehouse	1,000 Sq Ft	74.00
Public/Institutional	1,000 Sq Ft	255.00

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Existing Resources and Level of Service

As mentioned previously, the City plans to have 83.69 sworn officers along with 19.13 necessary support personnel. The staffing is as follows:

Table 8: Current Sworn Officer Staffing

Position	Staffing
Sworn Officers	
Chief of Police	1.00
Deputy Chief	1.00
Captain	3.00
Police Lieutenant	7.00
Police Sergeant	9.00
Corporal	5.00
Police Officer [1]	56.00
Animal Control Officer	1.00
Reserve Police Officer	2.69
Total Sworn Officers	85.69
Total Civilian	19.13
Total Police Personnel	104.82

[1] Amount includes 6 planned police officers to be hired within the next year.

The City's Police Department consists of 102.82 full-time equivalent positions. With 83.69 full time police personnel after excluding the police chief, the deputy police chief, and civilian staff, the current level of staffing achieves a Level of Service (LOS) of 1.84 officers per 1,000 population within the City's limits based on the 2025 population of 45,515. Additionally, since the impact fee methodology is based on functional population, the calculated LOS is 1.90 officers per 1,000 functional population based on the existing 44,096 functional population. While the police staffing uses a much more complex methodology based on demand, types of calls, large events and gatherings, growth expectations, area densities, types of developments, etc. the LOS is used for impact fee purposes to identify equitable allocations of the capital assets between existing and future development. The calculated impact fee will be designed to maintain the ratio of 1.90 officers per 1,000 functional population. Therefore, based on the projected 2035 functional population of 52,412, an additional 15.78 officers would be added over the next ten years. The City has plans to increase the LOS in the Police department by hiring six additional officers each year for the next several years. In accordance with the Impact Fee Act (F.S. 163.31801), an impact fee cannot correct deficiencies in LOS. Therefore, no additional police officers beyond the six (6) additional budgeted officers were considered for this study. The table below illustrates the total need for police officers and the LOS achieved.

Table 9: Existing and Projected Sworn Officers

Description	Existing	Projected Through 2035	
		Additional	Total
Officers	83.69	15.78	99.47
Functional Population	44,096	8,316	52,412
LOS Achieved (Personnel per 1,000 FP)	1.90	1.90	1.90

Incremental Costs

Costs related to growth in the police force typically include a combination of equipping new officers with vehicles and providing the necessary facilities such as police stations. Since eligible impact fees costs are limited to capital items, certain costs are excluded from the impact fee analysis including other initial investments required such as field equipment and protective gear as well as ongoing operating and maintenance costs (salaries and benefits, etc.). Items included in the impact fee calculation have a minimum of a five-year life and are not replaced frequently.

The City must provide vehicles for existing and new officers. The City's fixed asset listing as of September 31, 2024, indicates that there are 98 patrol vehicles in service for the 77.69 total sworn officers. With the planned hiring of 6 additional officers, it was assumed the City would purchase an additional vehicle per officer, giving a total of 104 patrol vehicles in service for 83.69 officers. This gives a vehicles per officer ratio of 1.24 which allows for the Police Department to maintain their current spare vehicle ratio. The value of new fully equipped vehicles is based on the current acquisition cost of \$80,000, as provided by the Police Department, and escalated annually by a five-year average of the Engineering News-Record (ENR) index. The value of the existing vehicles is based on the original purchase cost. The original cost of the existing vehicles is estimated at \$4,672,000, which includes non-patrol vehicles such as cargo vans, UTVs, and others. The cost of providing vehicles to new officers is identified on the following table.

Table 10: Cost of Vehicles for New Officers

Year	Additional Officers Added	Additional Vehicles Added [1]	Vehicle Purchase Cost [2]	Total Vehicle Costs [3]
2025			\$80,000	\$0
2026	1.58	1.96	82,960	162,710
2027	1.58	1.96	86,030	168,730
2028	1.58	1.96	89,213	174,970
2029	1.58	1.96	92,514	181,450
2030	1.58	1.96	95,937	188,160
2031	1.58	1.96	99,486	195,120
2032	1.58	1.96	103,167	202,340
2033	1.58	1.96	106,984	209,830
2034	1.58	1.96	110,943	217,590
2035	1.58	1.96	115,048	225,650
Total	15.78	19.61		\$1,926,550

[1] Amounts are reflective of the additional officers added multiplied by the vehicles per officer ratio of 1.24.

[2] Costs are escalated using a five-year average rate of change of the ENR index of 3.70%.

[3] Amounts shown are rounded to the nearest ten dollars.

As shown above, the total cost of additional vehicles over the next ten years is estimated at \$1,926,550.

In addition to vehicles, the Police Department is responsible for providing adequate building space to house the officers and support staff. The Police Department currently has several facilities including the police complex, substation, and evidence building.

The original cost of the Police Department's facilities, including the land value, is \$10,057,000. After discussions with staff, the City has plans to add a substation for a total of \$293,203 within the next ten years.

Below is a summary of the costs used to calculate the police impact fee.

Table 11: Total Police Capital Costs

Description	Amount
Existing Vehicles	\$4,672,000
Additional Vehicles	1,926,000
Existing Facilities and Land	10,057,000
Future Investments	293,203
Total	\$16,948,203

Impact Fee Development

In order to develop the impact fees, it is necessary to calculate the cost per functional unit. First, the total capital costs are allocated between residential and non-residential using the functional population estimates in Section 2 (Table 6).

Table 12: Allocated Police Capital Costs

Description	Total Capital Costs	% Residential	% Non-residential	Residential Capital Costs [1]	Non-residential Capital Costs [1]
Capital Costs	\$16,948,203	64.37%	35.63%	\$10,909,900	\$6,038,300

[1] Amounts rounded to nearest hundred dollars.

The allocated capital costs are divided by the functional population as identified in Section 2 to get a fee per functional population. Then, the residential amounts are translated back into fee per dwelling unit based on the land-use type.

Table 13: Police Residential Impact Fee Calculation

Description	Residential	Non-residential [1]
Capital Costs	\$10,909,900	\$6,038,300
2035 Functional Population	32,483	19,929
Fee per Functional Population [1]	\$335.86	\$302.99
Single Family FP per Unit	1.61	
Calculated Single Family Impact Fee per Unit	\$540.74	
Single Family Impact Fee per Unit	\$540.00	
Multi-Family FP per Unit	1.20	
Calculated Multi-Family Impact Fee per Unit	\$403.04	
Multi-Family Impact Fee per Unit	\$403.00	

[1] Non-residential Fee per Functional Population is the basis for the Non-residential fee, as shown on Table 14.

As shown on the table above, the maximum supportable impact fees for a single family and multi-family per unit are \$540.00 and \$403.00 respectively. The calculated single family impact fee of \$540.00 represents a decrease of \$213.00 or (28.3%) from the existing fee of \$753.00 and the calculated multi-family residential impact fee of \$403.00 represents a decrease of \$143.00 or (26.2%) from the existing fee of \$546.00.

In addition to the residential impact fees, a select number of non-residential land uses were identified in Section 2 with functional population factors. By applying these factors to the calculated police impact fee, the rate per unit of development for each land use is developed and provided on the table below.

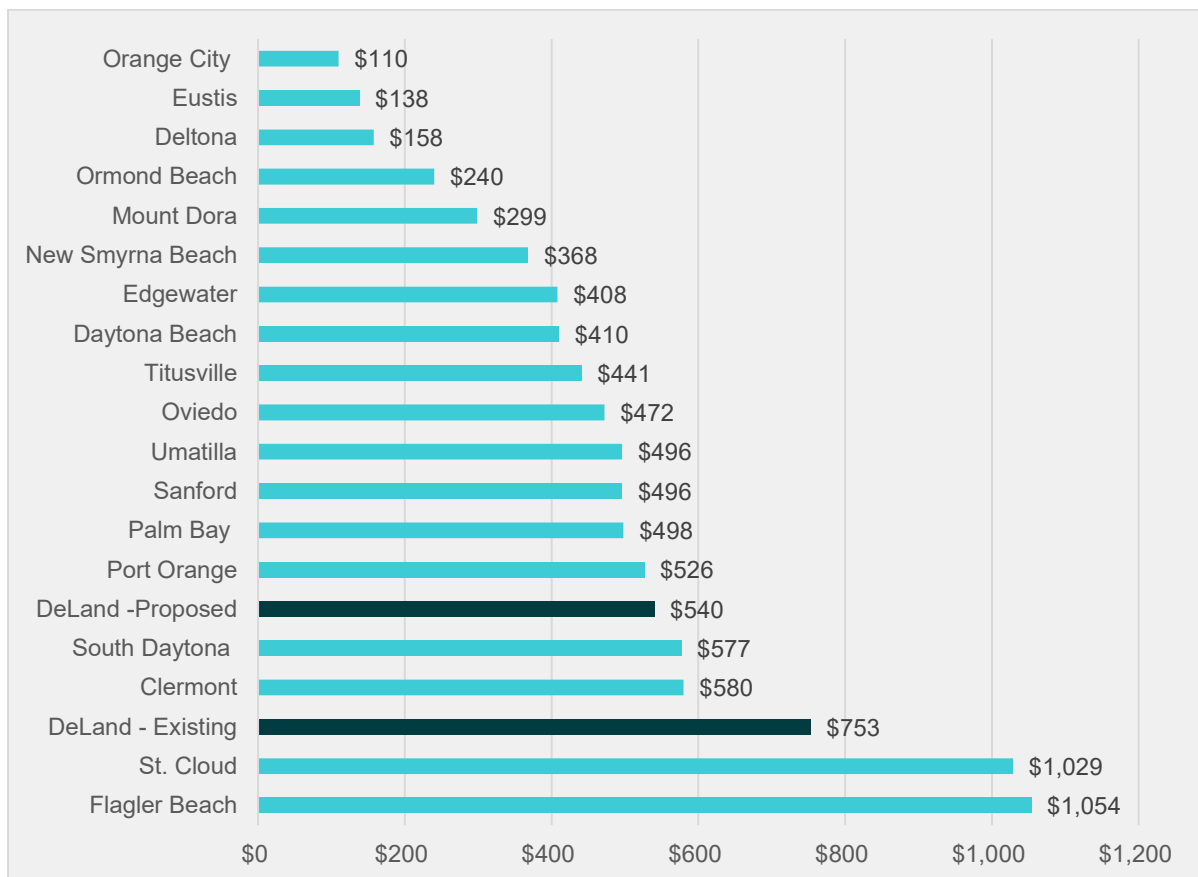
Table 14: Non-Residential Police Impact Fees

Description	Impact Unit	FP Factor	Impact Fee
Retail/Commercial	1,000 Sq Ft	2.08	\$631.00
Office	1,000 Sq Ft	0.87	264.00
Industrial/Warehousing	1,000 Sq Ft	0.41	125.00
Public/Institutional	1,000 Sq Ft	0.26	227.00
Assisted Living Facilities	Beds	0.71	214.00

Police Impact Fee Comparisons

The following figure compares the City's existing and calculated police impact fees for residential land uses with those imposed in other nearby communities.

Figure 1: Police Impact Fee Comparison per Single Family Residential Unit



Section 4 – Fire Impact Fee

Introduction

The City’s Fire Department (Fire Department) is responsible for responding to all fire and medical emergencies within the City and its surrounding areas. Currently, the Fire Department is comprised of 61.46 total full-time equivalent (FTE) employees, including 6.46 administrative positions.

The City’s Fire Department is guided by standards published by the National Fire Protection Association (NFPA) in assessing its level of service needs. The Fire Department’s primary intent is to maintain staffing levels to be able to respond to service calls within a specified time period to all developed areas within the City limits.

As the residential and commercial development within the City increases, the potential demand for fire safety services may also increase causing a need for additional fire personnel, equipment, and vehicles. This section provides an analysis for the City’s consideration regarding the design of a fire impact fee based on the costs to meet demands from growth.

Existing Impact Fees

The City currently charges fire impact fees for new development within the City limits based on the classification of development: residential or non-residential. The City’s existing fees are distinguished between residential and non-residential with three (3) residential land uses and five (5) non-residential land uses identified. The table below illustrates the fees charged by type of development.

Table 15: Existing Police Impact Fees

Description	Impact Unit	Existing
Residential		
Single Family Detached	Dwelling Unit	\$364.00
Multi-Family	Dwelling Unit	263.00
Mobile Home/RV Park	Space	372.00
Non-Residential		
Retail/Commercial	1,000 Sq Ft	\$376.00
Office	1,000 Sq Ft	194.00
Industrial	1,000 Sq Ft	86.00
Warehouse	1,000 Sq Ft	36.00
Public/Institutional	1,000 Sq Ft	123.00

Department Costs

Costs related to the growth in the Fire Department typically include a combination of providing the necessary apparatus and facilities. Since eligible impact fees costs are limited to capital items, certain costs are excluded from the impact fee analysis. The excluded costs are items such as uniforms, radios, and helmets. Items included in the impact fee calculation have a minimum of a five-year life.

The City’s fixed asset listing as of September 31, 2024, indicates that the Fire Department currently owns and operates eleven (11) apparatus including seven (7) pumper trucks, two (2) aerial trucks, one (1) brush truck, and

one (1) ambulance along with several support vehicles. The follow table shows the original cost of the fire department's existing apparatus:

Table 16: Existing Fire Apparatus and Vehicles

Description	Amount
2019 Pierce Enforcer	\$577,712
Pierce Impel Pumper	561,576
2016 Fire Pumper Truck	422,888
2007 Pierce Contender Pumper	337,778
2007 Pierce Enforcer	116,351
1988 Refurbished Pierce Pumper	79,590
1942 Chevrolet Fire Engine	9,048
2021 Pierce Arrow	1,361,808
2005 Pierce Enforcer Pumper/Aerial Ladder	474,151
2013 Ford F550 Rescue Truck	151,184
2000 Elite Brush Truck [1]	0
2023 Chevy Tahoe	47,557
2022 Ford Utility Interceptor 3.3L	40,965
2021 Chevrolet Silverado	37,074
2021 Chevrolet Silverado	37,074
2020 Ford F-250	44,711
2016 Ford F150	18,550
2016 Ford Escape	17,919
2014 Ford Explorer	28,258
2013 Chevy Tahoe 4WD	33,358
2011 Ford Escape 4X2 SUV	19,644
2009 Ford Escape 4X4 SUV	19,953
2006 Chevrolet Silverado Pickup	25,542
2024 Ford F250 Supercab-Bat80	87,513
Amge Military Style 4X4 6-Wheel Truck	7,000
2009 EZ-Go St350 All-Terrain Vehicle	5,495
Total Fire Vehicles	\$4,562,698

[1] Amount shown as zero as there are plans to replace this brush truck with a new one on the CIP.

The Fire Department currently has three fire stations within the City strategically located to keep response times within target. Fire Station 81 is located in the center of the City near the historic garden district, Station 82 is located in the north of the City off of International Speedway, and Station 83 is located in the southeast corner of the City. The total original cost of the stations is \$10,003,163.

With the anticipated growth within the City, the Fire Department has plans to expand an existing station and build a new station within the next ten years. Additionally, the City has plans to purchase additional apparatus for the stations including a fire engine and various vehicle refurbishments.

The new station is anticipated to serve growth beyond 2035, therefore, a portion of the costs associated with the station and apparatus have been allocated to future growth and excluded from the fire impact fee calculation. As discussed in Section 2, it is estimated that 10.0% of the total population in 2045 will materialize between

2035 and 2045. As a result, 10.0% or \$1,200,000 of the new fire Station cost and \$120,000 of the new fire truck have been allocated to future growth beyond 2035, which leaves a combined includable cost of \$11,880,000.

The total costs associated with the additional facilities and vehicles are shown on the table below.

Table 17: Future Fire Facilities and Apparatus

Description	Amount
Fire Station Expansion	\$6,000,000
Brush Truck Upgrade	200,000
New Fire Station	10,800,000
New Fire Engine	1,080,000
Total	\$18,080,000

The table below summarizes all of the costs included in the impact fee calculation.

Table 18: Fire Capital Costs

Description	Amount [1]
Existing Vehicles	\$4,562,700
Existing Facilities and Land	10,003,200
Future Investments	18,080,000
Total Capital Costs	\$32,645,900

[1] Amounts are rounded to the nearest hundred dollars.

Impact Fee Development

In order to develop the impact fees, it is necessary to calculate the cost per functional unit. First, the total capital costs are allocated between residential and non-residential using the functional population estimates in Section 2 (Table 6).

Table 19: Allocated Fire Capital Costs

Description	Total Capital Costs	% Residential	% Non-residential	Residential Capital Costs [1]	Non-residential Capital Costs [1]
Capital Costs	\$32,645,900	64.37%	35.63%	\$21,014,800	\$11,631,100

[1] Amounts rounded to nearest hundred dollars.

The allocated capital costs are divided by the functional population to get a fee per functional population. Then, these amounts are translated back into a cost per dwelling unit for single family and multi-family residential purposes using the functional population factors of 1.61 and 1.20 respectively per dwelling unit as identified in Section 2.

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Table 20: Residential Fire Impact Fee Calculation

Description	Residential	Non-residential [1]
Capital Costs	\$21,014,800	\$11,631,100
2035 Functional Population	32,483	19,929
Fee per Functional Population [1]	\$646.95	\$583.63
Single Family FP per Unit	1.61	
Calculated Single Family Impact Fee per Unit	\$1,041.59	
Single Family Impact Fee per Unit	\$1,041.00	
Multi-Family FP per Unit	1.20	
Calculated Multi-Family Impact Fee per Unit	\$776.34	
Multi-Family Impact Fee per Unit	\$776.00	

[1] Non-residential Fee per Functional Population is the basis for the Non-residential fee as shown on Table 21.

It is recommended that the City implement slightly rounded impact fees of \$1,041.00 for single family residential units and \$776.00 for multi-family residential units based on the analysis discussed above. The existing fire impact fee for single family per dwelling unit is \$364.00 and the existing fee for multi-family is \$263.00 per dwelling unit. The single family residential fee of \$1,041.00 represents a \$677.00 or 186.0% increase and the multi-family fee of \$776.00 represents an increase of \$513.00 or 195.1%.

In addition to the residential impact fee, a select number of non-residential land uses were identified in Section 2 with functional population factors. By applying these factors to the calculated fire impact fee, the rate per unit of development for each land use is developed and provided on the table below.

Table 21: Non-Residential Fire Impact Fees

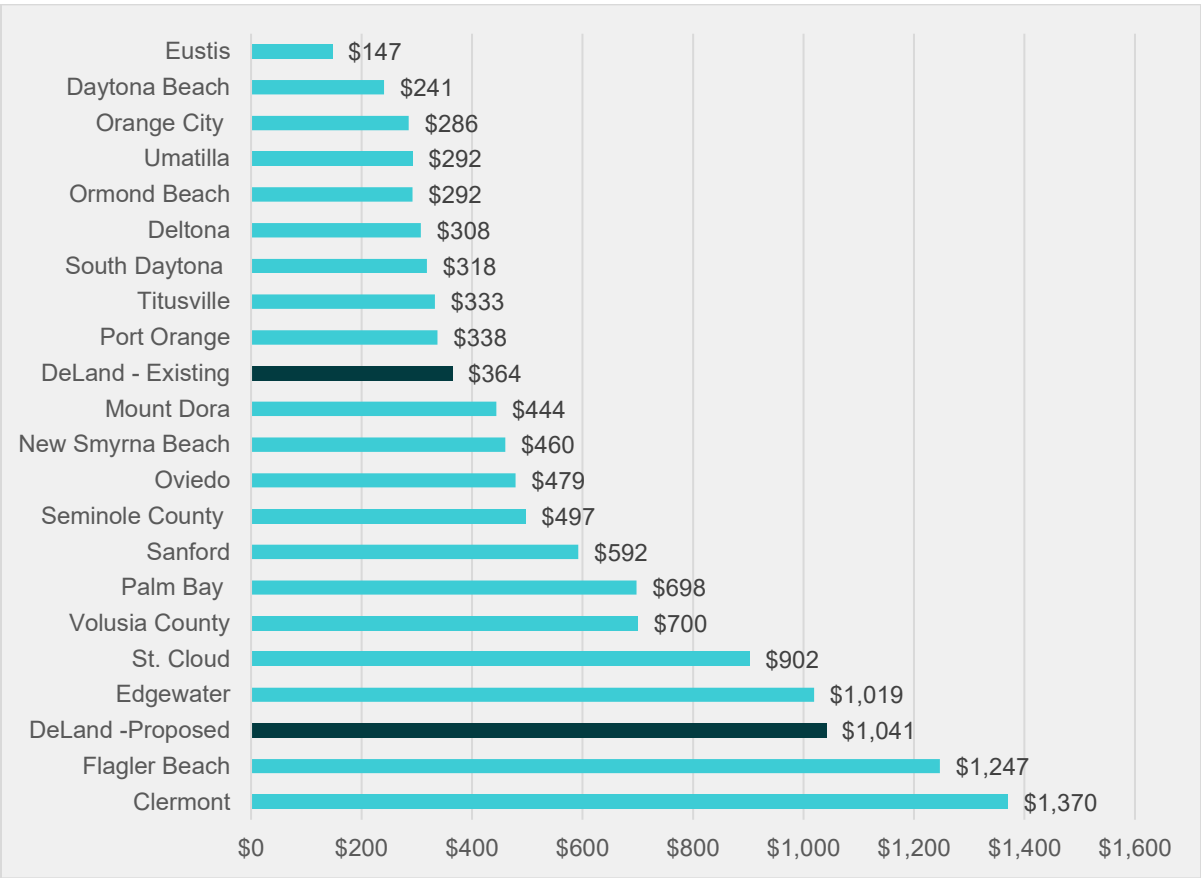
Description	Impact Unit	FP Factor	Impact Fee
Retail/Commercial	1,000 Sq Ft	2.08	\$1,215.00
Office	1,000 Sq Ft	0.87	509.00
Industrial/Warehousing	1,000 Sq Ft	0.41	241.00
Public/Institutional	1,000 Sq Ft	0.26	438.00
Assisted Living Facilities	Beds	0.71	413.00

To meet the City's needs in terms of providing the necessary fire-related capital improvements, including expanding the existing facilities purchasing additional apparatus as required by growth, the City should increase the fees to the maximum calculated amount as demonstrated on the tables above. As discussed in the Executive Summary, there are several factors causing an extraordinary circumstance for the City including recent large inflationary cost increases, additional capital improvements based on rapid population growth experienced in recent years, and the geographic expansion of development resulting in the need for more facilities to continue providing high levels of service. Under the existing fire impact fees new development over the next five years would pay around \$852,000 and under the proposed/calculated impact fees growth would pay around \$2,588,000. If the City does not implement the maximum fees, then growth will be underpaying their share of the capital improvements by approximately \$1,736,000 resulting in a funding shortfall to provide necessary improvements related to new growth.

Fire Impact Fee Comparisons

The following figure compares the City’s existing and calculated fire impact fees for residential land uses with those imposed in other nearby communities.

Figure 2: Fire Impact Fee Comparison per Single Family Residential Unit



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Section 5 – Parks and Recreation

Impact Fee

Introduction

The City owns and maintains parks and recreation facilities for the use and benefit of its residents and visitors. As the City grows, additional facilities along with improvements to existing recreation amenities are necessary. This section provides an analysis for the City’s updated parks and recreation impact fee based on the costs to meet demands from growth. This section relies on growth in residential population/development only.

Existing Impact Fees

The City currently charges a parks and recreation impact fee to be used for the expansion of parks and recreation related services that may be necessitated by growth. These fees are charged based on residential land use. The following table provides the existing parks and recreation impact fees charged to new residential development:

Table 22: Existing Parks and Recreation Impact Fees

Description	Impact Unit	Existing Fee
Residential		
Single Family	Dwelling Unit	\$1,688.00
Multi-Family	Dwelling Unit	1,232.00
Mobile Home	Space	1,739.00

Existing Recreational Facilities

City staff provided a parks inventory that indicates that the City currently has thirteen existing parks and recreation facilities encompassing approximately 222.90 acres. Additionally, the City owns the Sanborn Activity Center which has minimal space open for public use.

To determine the value of existing facilities that are available for use by existing and future residents, the City provided a copy of all the fixed assets assigned to the parks and recreation department as of September 30th, 2024. Each asset was reviewed and determined to be eligible for impact fees or not using several criteria including the life of the asset (minimum of 5-years), the park the asset is located at and whether that park is available for public use, and whether or not the asset is fully depreciated. For the eligible improvements, the original cost of the asset was used and in total the City has invested \$37,404,400 into the existing parks and recreation facilities.

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The table below summarizes the City’s existing park facilities.

Table 23: Existing Parks

Description [1]	Acres
Bill Dreggor’s Park	9.4
Highland Park	1.5
Chisholm Community Center	6.8
Candlelight Oaks Playground	0.1
Earl Brown Park	24.0
Sanborn Activity Center	N/A
Greenway Trail	N/A
Spec Martin Stadium	10.0
Melching Field	8.0
Tra Thomas Park	2.5
Jackson Lane	3.6
Historical Museum	1.0
Sperling Sports Complex	30.0
Chipper Jones Little League Facility	6.0
Lake Moore	120.0
Total	222.90

Level of service (LOS) for parks and recreational services is typically measured in terms of recreational acreage available per 1,000 population. This figure indicates whether the City has a sufficient amount of recreational acreage to serve its current residents. The City’s Comprehensive Plan 2040 outlines the existing LOS at 4.60 acres per 1,000 permanent residents. With a current population of 45,515, the LOS provided to existing residents is 4.90 acres per 1,000 population, based on the 222.90 acres. The projected increase in City population to 54,206 by 2035 will reduce the LOS to 4.11 acres per 1,000 population, assuming no additional land for parks is acquired over the next ten-years.

Growth-Related Capital Improvements

The City has provided a Capital Improvement Plan (CIP) that identifies a range of projects including expansion, upgrade, and replacement of park land and facilities. This CIP has been reviewed with staff and updated based on the most current information available. All projects associated with replacement or refurbishment of existing facilities have been excluded from the impact fee calculations to maintain a conservative approach. There are eight (8) primary projects on the CIP that have been identified as growth related and therefore eligible for impact fee funding. Those projects, along with the cost and a description are included below.

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Table 24: Park and Recreation Future Capital Costs

Description	Amount
Pickleball/Tennis Courts - Earl Brown Park	\$3,189,000
Develop Vacant Field Space at Sperling Sports Complex	300,000
Upgrade Operations Tower at Sperling Sports Complex	350,000
Upgrade/Expand Skate Park	1,100,000
Construction of Recreation Center Complex	5,000,000
Upgrade Softball Fields #1, #2, & #3 At Sperling Sports Complex	200,000
Construct Restroom & Pavilion at Jackson Land Playground	250,000
Upgrade Three Little League Fields at Chipper Jones Complex	1,000,000
Total	\$11,389,000

Calculated Parks and Recreation Impact Fees

As mentioned previously, approximately \$37.40 million has been invested in the existing park facilities and an additional \$11.39 million is planned to be invested over the next several years. Since both existing and future investments in the parks department benefit both existing and future residents, the total amount invested is divided by the 2035 projected population of 54,206. The table below provides the parks and recreation impact fee calculation:

Table 25: Parks and Recreation Impact Fee Calculation

Description	Amount
Existing Improvements and Facilities	\$37,404,400
Future Investments	11,389,000
Total Cost Basis to Recover	\$48,793,400
2035 Population	54,206
Fee per Population	\$900.15
Single Family Persons per Unit	2.68
Calculated Single Family Impact Fee per Unit	\$2,408.06
Single Family Impact Fee per Unit	\$2,408.00
Multi-Family Persons per Unit	2.01
Calculated Multi-Family Impact Fee per Unit	\$1,805.75
Multi-Family Impact Fee per Unit	\$1,805.00

It is recommended that the City implement slightly rounded impact fees of \$2,408.00 per dwelling unit for single family and \$1,805.00 per dwelling unit for multi-family. The existing parks and recreation impact fee per dwelling unit is \$1,688.00 for single family and \$1,232.00 for multi-family. The proposed single family impact fee of \$2,408.00 represents a \$720.00 increase from the existing fee level or 42.7% and the proposed multi-family impact fee of \$1,805.00 represents an increase of \$573.00 or 46.5%.

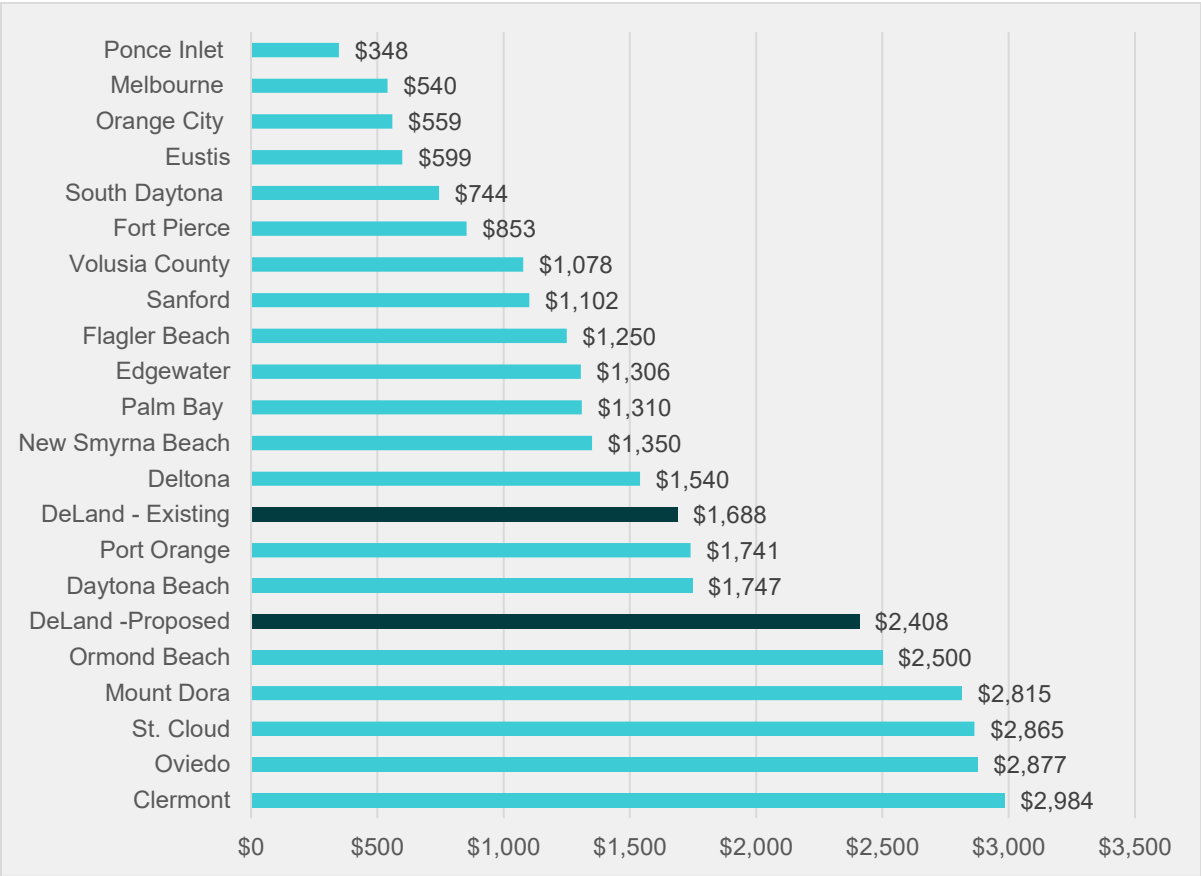
To meet the City's needs in terms of providing the necessary recreation-related capital improvements, including expanding/upgrading existing facilities as required by growth, the City should increase the fees to the maximum calculated amount as demonstrated on the tables above. As discussed in the Executive Summary, there are several factors causing an extraordinary circumstance for the City including recent large inflationary cost increases, additional capital improvements based on rapid population growth experienced in recent years, and the geographic expansion of development resulting in the need for more facilities to continue providing high levels of service. Under the existing parks and recreation impact fees new development over the next five years would pay around \$2,671,000 and under the proposed/calculated impact fees growth would pay around

\$3,835,000. If the City does not implement the maximum fees, then growth will be underpaying their share of the capital improvements by approximately \$1,164,000 resulting in a funding shortfall to provide necessary improvements related to new growth.

Parks and Recreation Impact Fee Comparisons

The figure below provides the comparison to other local municipalities.

Figure 3: Parks and Recreational Impact Fee Comparison per Residential Unit



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Section 6 – General Government Impact Fee

Introduction

This section provides the development and design of general government impact fees. These impact fees support the funding and expansion of government buildings and other facilities necessitated by growth.

Existing Impact Fees

The City currently charges general government impact fees for new development within the City limits based on the classification of development: residential or non-residential. The City’s existing fees are distinguished between residential and non-residential with three residential land uses and ten non-residential land uses identified. Single family, including duplexes and townhomes, are charged based on square footage. The table below illustrates the fees charged by type of development.

Table 26: Existing General Government Impact Fees

Description	Impact Unit	Existing
Residential		
Single Family Detached	Dwelling Unit	\$653.00
Multi-Family	Dwelling Unit	473.00
Mobile Home/RV Park	Space	668.00
Non-Residential		
Retail/Commercial	1,000 Sq Ft	\$675.00
Office	1,000 Sq Ft	349.00
Industrial	1,000 Sq Ft	154.00
Warehouse	1,000 Sq Ft	64.00
Public/Institutional	1,000 Sq Ft	221.00

General Government Facilities

The City provided the fixed asset schedule as of September 30, 2024. Through discussions with staff, the public facilities included in the calculation of the general government impact fee include city hall, public works, administrative services, the old jail, and the City’s homeless shelter. A majority of the other facilities in the City are covered under the other impact fee categories or are revenue generating business departments and generally excluded from impact fee calculations. The table below shows a summary of the existing value of the general government facilities included in the fee calculation.

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Table 27: Existing General Government Investments

Description	Amount
Public Works	\$3,461,037
City Hall	11,710,125
Old Jail	630,760
Administrative Services	1,210,996
Homeless Shelter	2,460,690
Total	\$19,473,608

Through a review of the City's CIP and discussions with staff, the City identified the need for a new fleet building for the public works department. The cost estimate for this facility ranges between \$6,000,000 to \$11,750,000 and includes the cost of acquiring land, design, and construction of the fleet building. For the purpose of this study, the mid-point cost of \$8,875,000 is used. With construction costs trending significantly higher over the past several years using the mid-point of the estimated range is believed to be conservative and will not overstate the ultimate cost of the facility. The fleet building is anticipated to serve growth beyond 2035, therefore, a portion of the costs have been allocated to future growth and excluded from the general government impact fee calculation. As discussed in Section 2, it is estimated that 10.0% of the total population in 2045 will materialize between 2035 and 2045. As a result, 10.0% or \$887,500 of the new public works building cost have been allocated to future growth beyond 2035, which leaves an includable cost of \$7,987,500.

The table below summarizes all of the costs included in the general government impact fee calculation

Table 28: General Government Capital Costs

Description	Amount
Existing Facilities	\$19,473,608
Future Investments	7,987,500
Total	\$27,461,108

Calculated General Government Impact Fees

Similarly to police and fire, the capital costs are allocated between residential and non-residential by using the functional population factors from Section 2 Table 5. The table below shows the allocation between residential and non-residential.

Table 29: Allocated General Government Capital Costs

Description	Total Capital Costs	% Residential	% Non-residential	Residential Capital Costs [1]	Non-residential Capital Costs [1]
Capital Costs	\$27,461,108	64.37%	35.63%	\$17,677,300	\$9,783,800

[1] Amounts rounded to nearest hundred dollars.

The allocated capital costs are divided by the functional population to get a fee per functional population. Then, these amounts are translated back into a cost per dwelling unit for single family and multi-family residential purposes using the functional population factors of 1.61 and 1.20 respectively per dwelling unit as identified in Section 2.

Table 30: General Government Residential Fee Calculation

Description	Residential	Non-residential [1]
Capital Costs	\$17,677,300	\$9,783,800
2035 Functional Population	32,483	19,929
Fee per Functional Population [1]	\$544.20	\$490.93
Single Family FP per Unit	1.61	
Calculated Single Family Impact Fee per Unit	\$876.16	
Single Family Impact Fee per Unit	\$876.00	
Multi-Family FP per Unit	1.20	
Calculated Multi-Family Impact Fee per Unit	\$653.04	
Multi-Family Impact Fee per Unit	\$653.00	

[1] Non-residential Fee per Functional Population is the basis for the Non-residential fee as shown on Table 31.

It is recommended that the City implement slightly rounded impact fees of \$876.00 for single family residential units and \$653.00 for multi-family residential units based on the analysis discussed above. The existing general government impact fee per dwelling unit is \$653.00 for single family and \$473.00 for multi-family. The proposed single family impact fee of \$876.00 represents a \$223.00 increase from the existing fee level or 34.2% and the proposed multi-family impact fee of \$463.00 represents an increase of \$180.00 or 38.1%.

In addition to the residential impact fee, a select number of non-residential land uses were identified in Section 2 with functional population factors. By applying these factors to the calculated general government impact fee, the rate per unit of development for each land use is developed and provided on the table below.

Table 31: Non-Residential General Government Impact Fees

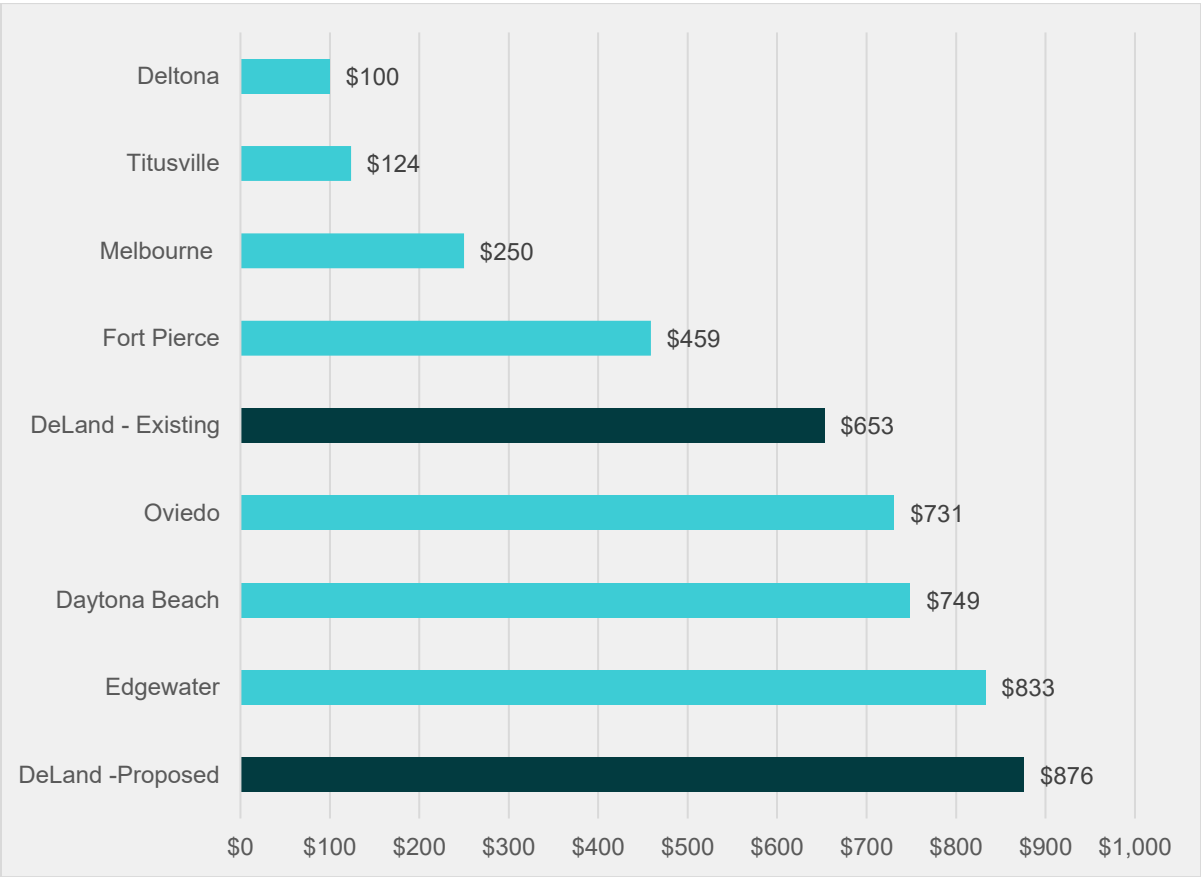
Description	Impact Unit	FP Factor	Impact Fee
Retail/Commercial	1,000 Sq Ft	2.08	\$1,022.00
Office	1,000 Sq Ft	0.87	428.00
Industrial/Warehousing	1,000 Sq Ft	0.41	202.00
Public/Institutional	1,000 Sq Ft	0.26	368.00
Assisted Living Facilities	Beds	0.71	347.00

To meet the City's needs in terms of providing the necessary general government-related capital improvements, including expanding/upgrading existing facilities as required by growth, the City should increase the fees to the maximum calculated amount as demonstrated on the tables above. As discussed in the Executive Summary, there are several factors causing an extraordinary circumstance for the City including recent large inflationary cost increases, additional capital improvements based on rapid population growth experienced in recent years, and the geographic expansion of development resulting in the need for more facilities to continue providing high levels of service. Under the existing general government impact fees new development over the next five years would pay around \$1,529,000 and under the proposed/calculated impact fees growth would pay around \$2,178,000. If the City does not implement the maximum fees, then growth will be underpaying their share of the capital improvements by approximately \$649,000 resulting in a funding shortfall to provide necessary improvements related to new growth.

General Government Impact Fee Comparisons

The figure below provides the comparison to other local municipalities.

Figure 4: General Government Impact Fee Comparison per Single Family Dwelling Unit



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City of DeLand
2025 Municipal Impact Study
Exhibit 1: Residential Functional Population

Description	2025 Population	2025 Housing Units [1]	Average Persons per Housing Unit [2]	Occupancy Factor [3]	Functional Population/Unit	2025 Functional Population	10 Yr Growth in Housing Units [4]	2035 Housing Units	2035 Functional Population
Single Family	37,305	13,945	2.68	60.0%	1.61	22,451	2,411	16,356	26,333
Multi-Family	8,210	4,092	2.01	60.0%	1.20	4,911	1,033	5,125	6,150
Total Residential	45,515	18,037	2.52	60.0%	1.51	27,362	3,444	21,481	32,483

Footnotes:

[1] Amounts come from the Volusia County Property Appraiser as obtained in January 2025.

[2] Average housing unit size by class is calculated using census data tables B25032 Tenure by Units in Structure 5-Year Estimates (2019-2025) and B25033 Total Population in Occupied Housing Units by Tenure by Units in Structure 5-Year Estimates (2019-2023).

Single Family Households	13,945
Multi-Family Households	4,092
Ratio of Multi-Family to Single Family	0.75
Single Family Equivalent Households	17,014
Total Residential Population	45,515
Single Family PPH	2.68
Multi-Family PPH	2.01

[3] Assumption based on a person being at home for 100 hours a week (10-14 hours per day during the weekdays and 20-30 hours during the weekend) giving an occupancy factor of 60% or 0.60 (100 / 168).

[4] Growth in housing units based on growth in population as provided by BEBR of 8,691 times the existing persons per housing unit of 2.52.

City of DeLand
2025 Municipal Impact Study
Exhibit 2: Non-Residential Functional Population

		Occupants per Trip per Day People per Unit per Day														Weekly Hours per Unit					
ITE	ITE CODE	Number of Parcels	Number of Rooms/Beds [1]	2025 Bldg Sq Ft [2]	Impact Unit	Trips per Unit per Day	One Way Factor (50%)	Employees	Visitors	Employees	Visitors	Visitor hours per Trip	Business hours	Days per Week	Per Employee	Per Visitor	Total Hours	Functional	2025	2035	
																		Pop. Coefficient [3]	Functional Population		2035 Square Feet [4]
Retail/Commercial	820	607	N/A	4,915,173	1,000 Sq Ft	37.01	18.51	1.00	1.49	2.12	24.46	1.00	12.00	7.00	178.46	171.22	349.69	2.0815	10,231.00		
Office	710	213	N/A	1,216,429	1,000 Sq Ft	10.84	5.42	1.00	1.49	3.26	3.23	1.00	8.00	5.00	130.21	16.16	146.37	0.8713	1,060.00		
Industrial/Warehousing	110	121	N/A	3,316,433	1,000 Sq Ft	4.87	2.44	1.00	1.49	1.57	1.29	1.00	8.00	5.00	62.84	6.45	69.29	0.4124	1,368.00		
Public/Institutional [5]	610	165	N/A	4,306,533	1,000 Sq Ft	10.77	5.39	1.00	1.66	1.43	6.57	1.00	8.00	7.00	79.99	46.00	125.99	0.7500	3,230.00		
Assisted Living Facilities	253	16	1,195	1,070,345	Beds													0.7071	845.00		
Total		1,122		14,824,913															16,734	17,655,537	19,929

Footnotes:

- [a] Summarized from property data obtained from the Volusia County Property Appraiser.
[b] From 11th Edition ITE Manual
[c] This factor is used to divide the trip rate in half which provides the basis for estimating victors per day per impact unit
[d] Assumed one employee per trip
[e] From 2022 National Household Travel Survey, vehicle occupancy by trip purpose
[f] From 11th Edition ITE Manual per employee
[g] = $(([c] - ([f]/[d])) * [e])$
[h] Time assumption per visitor
[i] Time assumption per employee
[j] Time assumption
[k] = $[f] * [i] * [j]$
[l] = $[g] * [h] * [j]$
[m] = $[k] + [l]$
[n] = $[m] / (24 * 7)$
[o] = $[n] * [a] / 1000$

[1] Number of Beds for ALFs comes from Florida Health Finder.

[2] 2025 estimated square footage was calculated using the 2024 square footage from the Volusia County Property Appraiser multiplied by the population growth from 2024 to 2025 (5.40%).

[3] The functional population was determined by multiplying the functional population coefficient by the existing number of beds.
The Assisted Living Facility functional population coefficient is calculated as follows:

Nursing Home	
Res per Unit	1.00
Occupancy Rate	70.0%
Adjusted Res/Unit	0.70
Hours at Place	20.00
Workers/Unit	0.33
Work/hrs/day	9.00
Days/week	7.00
Func. Pop/unit	0.71

[4] 2035 square feet estimated using the residential square footage growth of 5,609,682 multiplied by the existing non-residential to residential sq. ft. of 0.50

[5] Employees trip factor was adjusted down 50% to account for the variables in the land classes included such as churches, schools, and hospitals.

2024 Florida Statutes

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Title XI COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS

Chapter 163 INTERGOVERNMENTAL PROGRAMS

SECTION 31801 Impact fees; short title; intent; minimum requirements; audits; challenges.

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

(1) This section may be cited as the “Florida Impact Fee Act.”

(2) The Legislature finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth. The Legislature further finds that impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction. Due to the growth of impact fee collections and local governments' reliance on impact fees, it is the intent of the Legislature to ensure that, when a county or municipality adopts an impact fee by ordinance or a special district adopts an impact fee by resolution, the governing authority complies with this section.

(3) For purposes of this section, the term:

(a) “Infrastructure” means a fixed capital expenditure or fixed capital outlay, excluding the cost of repairs or maintenance, associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of at least 5 years; related land acquisition, land improvement, design, engineering, and permitting costs; and other related construction costs required to bring the public facility into service. The term also includes a fire department vehicle, an emergency medical service vehicle, a sheriff's office vehicle, a police department vehicle, a school bus as defined in s. [1006.25](#), and the equipment necessary to outfit the vehicle or bus for its official use. For independent special fire control districts, the term includes new facilities as defined in s. [191.009](#)(4).(b) “Public facilities” has the same meaning as in s. [163.3164](#) and includes emergency medical, fire, and law enforcement facilities.

(4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must:

(a) Ensure that the calculation of the impact fee is based on a study using the most recent and localized data available within 4 years of the current impact fee update. The new study must be adopted by the local government within 12 months of the initiation of the new impact fee study if the local government increases the impact fee.

(b) Provide for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund.

(c) Limit administrative charges for the collection of impact fees to actual costs.

(d) Provide notice at least 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A local government is not required to wait 90 days to decrease, suspend, or eliminate an impact fee. Unless the result is to reduce the total mitigation costs or impact fees imposed on an applicant, new or increased impact fees may not apply to current or pending permit applications submitted before the effective date of a new or increased impact fee.

(e) Ensure that collection of the impact fee may not be required to occur earlier than the date of issuance of the building permit for the property that is subject to the fee.

(f) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.

(g) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction.

(h) Specifically earmark funds collected under the impact fee for use in acquiring, constructing, or improving capital facilities to benefit new users.

(i) Ensure that revenues generated by the impact fee are not used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or nonresidential construction.

(5)(a) Notwithstanding any charter provision, comprehensive plan policy, ordinance, development order, development permit, or resolution, the local government or special district that requires any improvement or contribution must credit against the collection of the impact fee any contribution, whether identified in a development order, proportionate share agreement, or any form of exaction related to public facilities or infrastructure, including monetary contributions, land dedication, site planning and design, or construction. Any contribution must be applied on a dollar-for-dollar basis at fair market value to reduce any impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made.

(b) If a local government or special district does not charge and collect an impact fee for the general category or class of public facilities or infrastructure contributed, a credit may not be applied under paragraph (a).

(6) A local government, school district, or special district may increase an impact fee only as provided in this subsection.

(a) An impact fee may be increased only pursuant to a plan for the imposition, collection, and use of the increased impact fees which complies with this section.

(b) An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted.

(c) An increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted.

(d) An impact fee increase may not exceed 50 percent of the current impact fee rate.

(e) An impact fee may not be increased more than once every 4 years.

(f) An impact fee may not be increased retroactively for a previous or current fiscal or calendar year.

(g) A local government, school district, or special district may increase an impact fee rate beyond the phase-in limitations established under paragraph (b), paragraph (c), paragraph (d), or paragraph (e) by establishing the need for such increase in full compliance with the requirements of subsection (4), provided the following criteria are met:

1. A demonstrated-need study justifying any increase in excess of those authorized in paragraph (b), paragraph (c), paragraph (d), or paragraph (e) has been completed within the 12 months before the adoption of the impact fee increase and expressly demonstrates the extraordinary circumstances necessitating the need to exceed the phase-in limitations.

2. The local government jurisdiction has held not less than two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations set forth in paragraph (b), paragraph (c), paragraph (d), or paragraph (e).

3. The impact fee increase ordinance is approved by at least a two-thirds vote of the governing body.

(h) This subsection operates retroactively to January 1, 2021.

(7) If an impact fee is increased, the holder of any impact fee credits, whether such credits are granted under s. [163.3180](#), s. [380.06](#), or otherwise, which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established. If a local government adopts an alternative transportation system pursuant to s. [163.3180](#)(5)(i), the holder of any transportation or road impact fee credits granted under s. [163.3180](#) or s. [380.06](#) or otherwise that were in existence before the adoption of the alternative transportation system is entitled to the full benefit of the intensity and density prepaid by the credit balance as of the date the alternative transportation system was first established.(8) A local government, school district, or special district must submit with its annual financial report required under s. [218.32](#) or its financial audit report required under s. [218.39](#) a separate affidavit signed by its chief financial officer or, if there is no chief financial officer, its executive officer attesting, to the best of his or her knowledge, that all impact fees were collected and expended by the local government, school district, or special district, or were collected and expended on its behalf, in full compliance with the spending period provision in the local ordinance or resolution, and that funds expended from each impact fee account were used only to acquire, construct, or improve specific infrastructure needs.

(9) In any action challenging an impact fee or the government's failure to provide required dollar-for-dollar credits for the payment of impact fees as provided in s.

[163.3180](#)(6)(h)2.b., the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee or credit meets the requirements of state legal precedent and this section. The court may not use a deferential standard for the benefit of the government.

(10) Impact fee credits are assignable and transferable at any time after establishment from one development or parcel to any other that is within the same impact fee zone or impact fee district or that is within an adjoining impact fee zone or impact fee district within the same local government jurisdiction and which receives benefits from the improvement or contribution that generated the credits. This subsection applies to all impact fee credits regardless of whether the credits were established before or after June 4, 2021.

(11) A county, municipality, or special district may provide an exception or waiver for an impact fee for the development or construction of housing that is affordable, as defined in s. [420.9071](#). If a county, municipality, or special district provides such an exception or waiver, it is not required to use any revenues to offset the impact.

(12) This section does not apply to water and sewer connection fees.

(13) In addition to the items that must be reported in the annual financial reports under s. [218.32](#), a local government, school district, or special district must report all of the

- (c) The amount assessed for each purpose and for each type of dwelling.
 - (d) The total amount of impact fees charged by type of dwelling.
 - (e) Each exception and waiver provided for construction or development of housing that is affordable.
- History.—s. 9, ch. 2006-218; s. 1, ch. 2009-49; s. 5, ch. 2009-96; s. 5, ch. 2011-14; s. 1, ch. 2011-149; s. 1, ch. 2019-106; s. 5, ch. 2019-165; s. 5, ch. 2020-27; s. 1, ch. 2020-58; ss. 1, 2, ch. 2021-63; s. 3, ch. 2024-266.

Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE NO. 2025-15

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF DELAND, BY ADDING THE INSTITUTIONAL OVERLAY FUTURE LAND USE DESIGNATION TO PROPERTY LOCATED AT 1200 SOUTH GARFIELD AVENUE; PROVIDING FOR SEVERABILITY AND 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.

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

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 proposed ordinance will promote public health, safety and welfare by providing for a comprehensive new development impact fee structure for the next five years.

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:

New Development Impact Fee Costs (dwelling unit based or per 1,000 sq ft based on the category):

Single Family – \$4,865.00

Multi Family – \$3,637.00

Retail/Commercial – \$2,868.00

Office – \$1,201.00

Industrial/Warehousing – \$568.00

Public/Institutional – \$1,033.00

Assisted Living – \$974.00

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

Development Impact Fees are not new fees. The prior rates have been revised based upon the study.

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

There are no anticipated regulatory costs. The rates associated with the impact fee plan are fees on new development to help pay the proportional fair share of such development's demand for new or expanded facilities. Any revenues collected will not be used to fund regulatory related costs.

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

Businesses that expand or be newly built will be impacted by the change in impact fee rates.

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

The City of DeLand imposes impact fees on new development to help pay the proportional fair share of such development's demand for facilities. Impact fees are related to police, fire, general government and parks and recreation and are used to create additional service capacity for the impact created by growth. The City is entitled by law to impose such impact fees on development so long as the fees bear a proportionate relationship to the costs related to the demand on each category of service created by such development. Impact fees are a one time payment for new development to pay for its pro-rata share of the cost for new capital facilities/projects required to serve that development.

CITY OF DELAND
Request for Commission Action
September 15, 2025

SUBJECT: Consideration re Rental Increases for DeLand Municipal Mobile Home Park.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Comparable Mobile Home Parks, 90 Day Notice for 01-01-2026

APPROVED BY: Michael Pleus, City Manager, September 10, 2025

SUMMARY/HIGHLIGHT:

Approximately 43 residents currently live at the DeLand Municipal Mobile Home Park. The current residents pay \$300 per month for rent, regardless of the trailer size. The rent figure includes lot rental, property tax, lawn maintenance, water, sewer, garbage and stormwater. The City increased the monthly rental rates by \$25 effective January 1, each of the last six years. Before that, the municipal mobile home park had not seen a rental increase since 2009. Similar parks in Volusia County range from an average of \$567 per month for all age parks (so-called "family parks") to \$827 per month for 55+ parks for lot rental alone. Due to this fact, staff recommends increasing the rental rate by another \$25 per month. The proposed new lot rental rate would be \$325 per month, regardless of the trailer size.

The lot rental increase requires a 90-day notice to the homeowners before it can take effect. Therefore, with approval from the City Commission, staff will send out notices during the month of September 2025 in order for the lot rental increases to take effect January 1, 2026.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The lot rental increases would result in an increase in General Fund revenues of approximately \$12,900.

RECOMMENDATION:

Staff recommends the City Commission approve the \$25 per month lot rental increase for the DeLand Municipal Mobile Home Park, effective January 1, 2026.

BACKGROUND/DISCUSSION:

The annual increase and the monthly rental charge are required by the State to be "reasonable". Staff believes the approximate 8.33% annual increase to be reasonable. Staff anticipates continuing future annual increases in an attempt to get the City's monthly rental rates more in line with similar mobile home parks in the County.

**Comparable Mobile Home Parks
As of May 2025**

Name	Address	City	ZIP	Average Lot Rental
A Better Place Community	1305 Nature's Woods Boulevard	DeLand	32724	\$ 627
Candlelight Mobile Home Park	2000 North Volusia Avenue	Orange City	32763	\$ 688
Country Village	2252 Hollowridge Drive	Orange City	32763	\$ 661
Fernwood Mobile Home Park	2701 Staghorn Court	DeLand	32724	\$ 569
Hawthorne Hills of DeLand	560 Hawthorne Drive	DeLand	32724	\$ 692
Hidden Hills Mobile Home Park	143 Oakleaf Circle	DeLand	32724	\$ 607
Hidden Valley Park	1101 Reynolds Road	De Leon Springs	32130	\$ 392
Highland Country Estates	23 Fleetwood	DeBary	32713	\$ 1,017
King's Lake	369 Kingslake Drive	DeBary	32713	\$ 657
Lake Helen Villa	711 Lemon Avenue	Lake Helen	32744	\$ 547
Land O' Lakes Mobile Home Court	1800 East Graves Avenue	Orange City	32763	\$ 580
Meadowlea Estates	1004 Overlook Drive	DeLand	32724	\$ 786
Orange Tree Village	880 Navel Orange Drive	Orange City	32763	\$ 638
Orangewood MHP	1 Orange Street	DeLand	32724	\$ 450
Phoenix Estates	202 Lingerin Lane	DeLand	32724	\$ 367
Raintree Village	199 Raintree Circle	DeLand	32724	\$ 636
The Oaks	400 Nut Tree Drive	DeLand	32724	\$ 690
Whisperwood Manufactured Home Park	3070 Whisper Boulevard	DeLand	32724	\$ 905



City of DeLand

"The Athens of Florida"
www.deland.org

120 South Florida Avenue
DeLand, Florida 32720
Telephone: (386) 626-7073

90-DAYS NOTICE OF LOT RENTAL AMOUNT INCREASE

To: Home Owners of the DeLand Municipal Mobile Home Park

FROM: City of DeLand

DATE: September 15, 2025

RE: Increase in Lot Rental Amount for DeLand Municipal Mobile Home Park

Pursuant to Section 723.037, Florida Statutes, and Rule 61B-32.002, Florida Administrative Code (FAC), this serves as a 90-day notice of a lot rental amount increase for the DeLand Municipal Mobile Home Park. The lot rental increase will be effective January 1, 2026. On that date, the lot rental amount will increase as follows:

	Current Lot Rental Amount	Amount of Increase	New Lot Rental Amount
Base Lot Rental – 50' – 60' Trailers	\$300.00/mo.	\$25.00/mo.	\$325.00/mo.
Base Lot Rental – Less than 50' Trailers	\$300.00/mo.	\$25.00/mo.	\$325.00/mo.

The following homeowners are receiving notices of lot rental amount increases:

All home owners of the mobile home park.

If you wish to determine the names and addresses of the individuals who will be receiving notices of lot rental increases in addition to you, the City of DeLand shall make the names and addresses available upon request.

Sincerely,

Daniel A. Stauffer, Jr., CPA
Finance Director

CITY OF DELAND
Request for Commission Action
September 15, 2025

SUBJECT: Consideration re Updates to the Gateway Grant Application Form.

DEPARTMENT: Community Development

PREPARED BY: Nick Conte, Economic Dev. Manager

ATTACHMENTS: Gateway Business Improvement Application 2025 Update

APPROVED BY: Michael Pleus, City Manager, September 10, 2025

SUMMARY/HIGHLIGHT:

The City budgets approximately \$33,000 annually for the Gateway Grant Program, which is designed to assist businesses in rehabilitating storefronts, buildings, signs and landscaping along the City's major gateways. Over the past year, the program was not widely utilized by property and business owners as in previous cycles. Staff is proposing a number of changes to the program to encourage greater utilization of the funds to maintain strong and vibrant corridors. The changes include broadening the allowable building/structural improvements, increasing the grant amount to 75% of total project cost, capped at \$7,500 and allowing properties to receive grants on an annual basis.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Preserving "Sense of Community"

SUSTAINABILITY:

NA

FISCAL IMPACT:

The goal of broadening the scope of the grants is to encourage greater utilization of the program-

RECOMMENDATION:

Staff recommends approval of the Gateway Grant Application Form.

BACKGROUND/DISCUSSION:

Applications for Gateway grants have fluctuated over the last 24 months. In 2024, there were (5) Gateway Grant completed totaling \$30,000 (Note: One of the Gateway Grants was a Special Exception Grant for Northwest Square for \$13,700). In 2025, there was (1) Gateway Grant completed for \$2,800. For 2025-2026, both the City of DeLand and Main Street DeLand Association will be focusing on renewing participation with gateway businesses. For FY2026 there will be in-person and digital applications, as well as a "walk-through workshop" to provide additional resources for applicants. There will also be an effort to showcase successful past projects with before-and-after visuals. Additionally, there will be changes to the allowable building/structural improvements, increasing the grant amount to 75% of total project cost, capped at \$7,500 and allowing properties to receive grants on an annual basis.

GATEWAY BUSINESS IMPROVEMENT OVERVIEW

2024 - 2025



Matching Grants are available to property owners for improving the appearance of businesses commercial property located within DeLand's Ggateway Ddistricts. Eligible projects may receive Grant Awards of up to 750% of total project cost as a reimbursement for expenditures with no single grant exceeding \$7,5,000. Only one project per premise (defined as a single parcel of property on the Volusia County Property Appraiser's Records) may be submitted within any fiscal year. Upon recommendation by the MainStreet Grant Committee and the City of DeLand Community Development Department, the City Commission may award larger grants for exceptional projects.

TYPES OF ELIGIBLE PROJECTS

This program is designed to offer a onetime award to improve the appearance of gateway properties. A wide variety of projects are eligible to receive matching grant funds. Examples of eligible projects include:

- Exterior building renovation which improves the appearance of the facility;
- Pressure washing or repainting the exterior of discolored buildings;
- Repainting exterior buildings from loud or garish colors to earth tones or pastels;
- Installation of landscape buffers where none exist;
- Installation of tree islands or landscape islands in older non-conforming parking lots;
- Replacement of older non-conforming signs with monument signs and foundation landscaping;
- Other projects as approved by the City Commission.

Note: All landscaping must be done with Florida Friendly and 'water-wise' plant materials.

General building or facility maintenance is not eligible for funding under this program. Examples of activities generally ineligible for funding under most circumstances include:

- Building reroofs;
- Parking lot re-striping;
- ~~Replacement of dead or diseased landscape materials or re-sodding lawn areas;~~
- Installation of irrigation systems;
- Properties that are in violation of city codes are usually not eligible for funding;

The MainStreet DeLand Association shall manage the program in collaboration with the City's Community Development Department. The program is subject to overall policy direction, general oversight and final approval of all grant awards by the Deland City Commission. MainStreet DeLand Association shall receive all applications. The MainStreet Executive Director will work the City's Community Development Director or his appointee to ensure all applications are complete and comply with the codes and ordinances of the City. Recommendations for approval or denial will be forwarded to the DeLand City Commission for final consideration.

PLEASE NOTE: It is the expectation that all awarded grant projects will be completed with all documentation specified as necessary for payment submitted to the City of DeLand no later than September 30 of the year of the grant award.

AWARD OF FUNDS

~~Once an award is made, MainStreet DeLand shall be responsible for preparing documentation for payment of eligible expenses.~~ The grant program works on a reimbursement basis and eligible expenses must be documented by a detailed receipts and cancelled checks submitted to the City after completion of all work. Any changes made to the project that have not been approved by the MainStreet Association and the City will not be funded. Upon validation of the request for reimbursement, MainStreet DeLand will submit a request for payment to the City Community Development Department. Approximately four weeks are needed to process the request for reimbursement.

DEFINITION OF GATEWAY AREAS

Section 33-36 of the City's Land Development code describes three gateway areas. Grants may be awarded to businesses (commercial, retail and service, industrial, warehouse, wholesale or office use) in the City limits within any of these three areas.

1. ***Core Gateway District.*** All areas encompassed by or located within the following described area except those within the Downtown DeLand Tax Increment District:
 - Plymouth Avenue on the north, between Boundary and Hill Avenues
 - Hill Avenue on the east, between Plymouth and Beresford Avenues
 - Beresford Avenue on the south, between Hill and Boundary Avenues
 - Boundary Avenue on the west, between Beresford and Plymouth Avenues
2. ***Redevelopment Gateway District:*** Properties on any of the following roadway segments:
 - North Woodland Boulevard – from Plymouth Avenue to U.S. 92
 - East New York Avenue – from Hill Avenue to Kepler Road
 - South Woodland Avenue – from Beresford Avenue to SR 472
 - West New York Avenue – from Boundary Avenue to the west corporate limit line
 - SR 15A – from Beresford Avenue to Plymouth Avenue
3. ***Emerging Gateway District:*** Properties located on any of the following roadway segments:
 - Kepler Road and Martin Luther King Blvd.- from US 92 to SR 472
 - East New York Avenue (SR44) – from Hill Avenue to I-4
 - West New York Avenue (SR44) – from SR 15A to the CSX Railroad
 - SR 15A – from Plymouth Avenue to US 17
 - SR 15A – from Beresford Avenue to US 17/92
 - International Speedway Blvd. (US 92) – from US 17 to Old Daytona Road
 - CR 92 – from US 17 to SR 15A
 - Woodland Blvd. (US 17) – from International Speedway Blvd. to SR 15A
 - Orange Camp Rd. – from US 17/92 to I-4
 - County Rd 4139 – from SR 44 to I-4
 - Taylor Rd. – from US 17/92 to Martin Luther King Blvd.
 - Stone St. – from Plymouth Ave. north to CR 92
 - Interstate 4 – from 600' north of SR 44 to 600' south of Orange Camp Rd.



CITY OF DELAND GATEWAY REIMBURSEMENT GRANT APPLICATION

Project Description: _____

Property Address: _____

Applicant Name: _____

Mailing Address: _____

E-Mail: _____ Phone: _____

Owner Name: _____

Mailing Address: _____

E-Mail: _____ Phone: _____

Estimated Cost of Project: \$ _____ Amount Requested \$ _____

Attach detailed outline of proposed work, including:

1. Photographs clearly showing existing conditions.
2. Detailed drawings to approximate scale, showing proposed improvements.
3. Proposed colors to be used on exterior improvements and signs, if applicable.
4. Project budget with contractor estimates.

AGREEMENT

I understand that in order for my request for funding to be approved, I must agree to follow the recommendations of the City Commission ~~Downtown CRA and MainStreet Association~~ and comply with the following:

1. Grants apply only to those commercial structures and buildings within a Gateway Corridor District ~~the Tax Increment District~~.
2. Grants will be awarded based upon the availability of funding and the appropriateness of the projects at the discretion of the City Commission.
~~Only projects which have not received grant funds within the past FIVE (5) years will be given consideration.~~
3. It is the responsibility of the owner and/or applicant to obtain all required permits from the city **BEFORE** beginning any work. No reimbursements will be provided by the city for work conducted prior to receiving the required permits.
4. Project work must begin within 45 days after permits are obtained.
5. Monies are for approved improvements only and will be reimbursed upon completion of all work. (Any changes made to the project that have not been approved by the MainStreet Association and the City will not be funded.)

NOTE: NO PROJECT WORK MAY BEGIN WITHOUT:

- Signed Contract Documents
- All required permits
- City Commission ~~RA~~ Approval

SIGNED: _____ Date: _____
Applicant

SIGNED: _____ Date: _____
Property Owner



CITY OF DELAND GATEWAY REIMBURSEMENT GRANT PERMIT REQUIREMENTS

Your proposed work will require that a permit be issued by the City of DeLand that may include among others:

- Planning/Zoning
- Renovation
- Structural
- Electrical
- Plumbing
- Awnings
- Signage
- Certificate of Appropriateness (Historic Preservation)

City of DeLand contact information:

- Planning Department - City Hall 120 S Florida Ave. Ph: 386-626-7106
- Building Department – City Hall 120 S Florida Ave. Ph: 386-626-7007
- Historic Preservation - City Hall 120 S Florida Ave. Ph: 386-626-7018

MainStreet DeLand contact information:

- 100 N Woodland Blvd, Ph: 386-738-0649

Please note:

- Owners and/or applicant are responsible for meeting with city officials prior to grant application to determine permitting requirements.
- Owner and/or applicant must comply with all relevant permitting requirements.
- Owner and/or applicant is responsible for making certain that their contractors have obtained the proper permits.

SIGNED: _____ Date: _____
Applicant

SIGNED: _____ Date: _____
Property Owner