



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
DECEMBER 1, 2025 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Rabbi Michael Asher, The Center for Jewish Discovery

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

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

CONSENT AGENDA

1. Resolution Approving Final Plat for The Canopy at Blue Lake, Located on East Wisconsin Avenue, East of North Hill Avenue.

This is a request for approval of The Canopy at Blue Lake final plat.

2. Resolution Approving Sole Source Purchase for MSA Air Packs and Cylinders.

The department recommends approval for the purchase order of \$78,604.96 for Ten-8 Fire Equipment for MSA Air Packs and Cylinders.

3. Consideration re Lessor's Subordination to Leasehold Mortgage (Airport Lease Refinancing).

Approval Lessor's consent to leasehold mortgage and subordination agreement.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

NEW BUSINESS

1. First Reading of Ordinance Codifying the City's Existing Videotaping Policy into the Code of Ordinances.

Codification of recording policy.

2. Discussion re Citizen Advisory Board Appointment Process.

It is recommended that the City Commission discuss the board appointment policy and provide guidance on any procedural changes they would like incorporated into an updated board policy resolution.

CITY COMMISSION REPORTS

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

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY COMMISSION

ADJOURNMENT

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

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

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

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

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

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

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

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

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



City of DeLand

SUPER STAR STUDENT OF THE MONTH

This Certificate is Proudly Presented to

GABRIEL GUZMAN

Michael P. Pleus, City Manager

Christopher M. Cloudman, Mayor



City of DeLand

SUPER STAR STUDENT OF THE MONTH

This Certificate is Proudly Presented to

ZURI DIEUJUSTE

Michael P. Pleus, City Manager

Christopher M. Cloudman, Mayor



City of DeLand

SUPER STAR STUDENT OF THE MONTH

This Certificate is Proudly Presented to

ANNALYN BENITO

Michael P. Pleus, City Manager

Christopher M. Cloudman, Mayor



City of DeLand

SUPER STAR STUDENT OF THE MONTH

This Certificate is Proudly Presented to

BAYLOR HASCO

Michael P. Pleus, City Manager

Christopher M. Cloudman, Mayor



City of DeLand

SUPER STAR STUDENT OF THE MONTH

This Certificate is Proudly Presented to

LANDON PATRIDGE

Michael P. Pleus, City Manager

Christopher M. Cloudman, Mayor



City of DeLand

SUPER STAR STUDENT OF THE MONTH

This Certificate is Proudly Presented to

KARINA MARTINEZ

Michael P. Pleus, City Manager

Christopher M. Cloudman, Mayor



City of DeLand

SUPER STAR STUDENT OF THE MONTH

This Certificate is Proudly Presented to

ALANA RIVERA COLON

Michael P. Pleus, City Manager

Christopher M. Cloudman, Mayor



City of DeLand

SUPER STAR STUDENT OF THE MONTH

This Certificate is Proudly Presented to

ADRIAN UGARTE YANEZ

Michael P. Pleus, City Manager

Christopher M. Cloudman, Mayor



City of DeLand

SUPER STAR STUDENT OF THE MONTH

This Certificate is Proudly Presented to

LUCAS LAPOINT

Michael P. Pleus, City Manager

Christopher M. Cloudman, Mayor

CITY OF DELAND
Request for Commission Action
December 1, 2025

SUBJECT: Resolution Approving Final Plat for The Canopy at Blue Lake, Located on East Wisconsin Avenue, East of North Hill Avenue.

DEPARTMENT: Planning

PREPARED BY: Kendall Story, Senior Planner

ATTACHMENTS: Resolution, FSB24-243 Plat, FSB24-243 Boundary Survey, Final Plat Memo, FSB24-243 Aerial, FSB24-243 Zoning

APPROVED BY: Michael Pleus, City Manager, November 24, 2025

SUMMARY/HIGHLIGHT:

The applicant, Yedlin & Co., LLC, is seeking approval to subdivide ±4.87 acres of property into 12 single-family residential lots, including stormwater, tree protection areas, landscape buffers and right of way. The development of the property is in accordance with the City's Land Development Regulations and The Canopy at Blue Lake Planned Development Plan. Stormwater, tree protection areas, and landscape buffers will be owned and maintained by the HOA.

Staff reviewed the application for consistency with the approved preliminary plat (PSB23-030). On January 16, 2025, the Technical Review Committee recommended that the Final Plat be forwarded to the City Commission meeting, once all comments were satisfied, including those from the City Attorney and City Surveyor. All comments have been addressed.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principles.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The subdivision has already been approved for construction and the recording of the final plat will allow for the individual lots and homes to be entered into the City's tax revenues.

RECOMMENDATION:

It is recommended that the City Commission approve the final plat for The Canopy at Blue Lake.

BACKGROUND/DISCUSSION:

The City Commission approved the request to rezone the property from VC:R-3A to The Canopy at Blue Lake PD (Z22-143) on December 19, 2022. The Preliminary Plat (PSB23-030) was approved by the City Commission on May 15, 2023. The applicant, Yedlin & Co., LLC, is seeking approval of the final plat to subdivide ±4.87 acres of property to construct 12 single-family residential homes.

RESOLUTION NO. 2025 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
APPROVING THE FINAL SUBDIVISION PLAT FOR THE CANOPY AT
BLUE LAKE, LOCATED ON EAST WISCONSIN AVENUE, EAST OF
NORTH HILL AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the applicant, Yedlin & Co, LLC, has submitted a proper and complete application under Chapter 33, Article 13, of the City of DeLand Code of Ordinances (hereinafter the “Code”) for the final plat approval for The Canopy at Blue Lake, located on East Wisconsin Avenue, east of North Hill Avenue; and

WHEREAS, the applicant intends to develop the subject property into 12 single-family residential homes, stormwater tracts and tree protection area; and

WHEREAS, on January 16, 2025, the Technical Review Committee recommended approval of the Final Plat and forward the application to the City Commission pending all staff, legal and surveyor comments being addressed.

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

Section 1. The City Commission hereby approves the final subdivision plat for The Canopy at Blue Lake, located on East Wisconsin Avenue, east of North Hill Avenue, subject to all comments from the City Engineer, City Attorney, and City Review Surveyor.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 1st day of December, 2025.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

THE CANOPY AT BLUE LAKE

A PORTION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST
1/4 OF THE SOUTHEAST 1/4, SECTION 10, TOWNSHIP 17 SOUTH, RANGE
30 EAST, LYING IN THE CITY OF DELAND, VOLUSIA COUNTY, FLORIDA.

LEGAL DESCRIPTION: (WRITTEN FROM OR 5593 PAGE 2944) (PER TITLE OPINION)

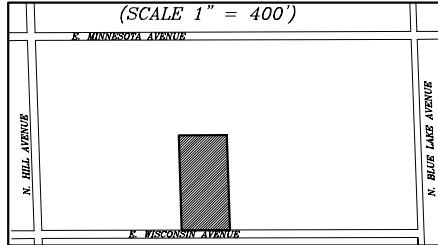
EAST ONE-HALF (E 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF NORTHWEST ONE-QUARTER (NW 1/4) OF SOUTHEAST ONE-QUARTER (SE 1/4) SECTION 10, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THE SOUTH 25 FEET THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 10, THENCE SOUTH 02 DEGREES 17 MINUTES 11 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 10, A DISTANCE OF 1350.60 FEET, THENCE SOUTH 89 DEGREES 39 MINUTES 36 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 10, A DISTANCE OF 1315.88 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 10, THENCE NORTH 01 DEGREES 47 MINUTES 32 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 10, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 89 DEGREES 39 MINUTES 36 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 10, A DISTANCE OF 528.89 FEET, TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 10, THENCE NORTH 01 DEGREES 31 MINUTES 34 SECONDS EAST, A DISTANCE OF 327.28 FEET TO THE NORTHEAST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 10, THENCE SOUTH 01 DEGREES 47 MINUTES 32 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 10, A DISTANCE OF 647.78 FEET TO THE POINT OF BEGINNING.

TITLE COMMITMENT PREPARED BY OLD REPUBLIC NATIONAL
TITLE INSURANCE COMPANY, COMMITMENT NO. 25090325,
DATED AUGUST 28, 2025.

PLAT DESCRIPTION AND EXCEPTIONS PER TITLE OPINION
PREPARED BY COBB COLE ATTORNEYS AT LAW, DATED
SEPTEMBER 24, 2025.



VICINITY MAP
(SCALE 1" = 400')



GENERAL NOTES:

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 30 EAST AS BEING A BEARING OF S 89°39'36" W (ASSUMED)
2. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES. PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS PARAGRAPH SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. FURTHER, SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
3. ALL LINES INTERSECTING A CURVE ARE RADIAL UNLESS OTHERWISE NOTED AS BEING NON-RADIAL (NR).
4. A 10.00' WIDE UTILITY EASEMENT IS DEDICATED ON THE FRONT OF ALL LOTS AS SHOWN HEREON FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES. THE UTILITY EASEMENT SHALL NOT BE DEEMED TO PREVENT THE CONSTRUCTION, MAINTENANCE AND USE OF DRIVEWAYS OVER AND ACROSS THE UTILITY EASEMENT. SAID EASEMENT TO BE DEDICATED FOR PERPETUAL USE OF THE PUBLIC.
5. THE 10.00' WIDE DRAINAGE EASEMENT IS DEDICATED ON THE FRONT OF ALL LOTS AND 2.50' ON EACH SIDE OF LOT LINES ADJOINING OTHER LOTS AS SHOWN HEREON FOR DRAINAGE PURPOSES. THE DRAINAGE EASEMENT SHALL NOT BE DEEMED TO PREVENT THE CONSTRUCTION, MAINTENANCE AND USE OF DRIVEWAYS OVER AND ACROSS THE DRAINAGE EASEMENT. SAID EASEMENT TO BE DEDICATED AND MAINTAINED BY THE CANOPY AT BLUE LAKE HOME OWNERS ASSOCIATION, INC.
6. TRACT A - DRAINAGE RETENTION AREA TO BE OWNED AND MAINTAINED BY THE CANOPY AT BLUE LAKE HOME OWNERS ASSOCIATION, INC.
7. TRACT B - LANDSCAPE BUFFER AND TREE PROTECTION AREAS TO BE OWNED AND MAINTAINED BY THE CANOPY AT BLUE LAKE HOME OWNERS ASSOCIATION, INC.
8. THE PROPERTY HEREIN DESCRIBED IN THIS PLAT IS SUBJECT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE CANOPY AT BLUE LAKE HOME OWNERS ASSOCIATION, INC. AS RECORDED IN OFFICIAL RECORDS BOOK 8751, PAGE 2268, INCLUSIVE, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Notice: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstance be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of this county.

INDEX OF SHEETS

SHEET 1 - COVER SHEET & LEGAL DESCRIPTION
SHEET 2 - DETAIL SHEET

PREPARED BY:

BLACKWELL & ASSOCIATES, LAND SURVEYORS, INC.
995 WEST VOLUSIA AVENUE
DELAND, FLORIDA 32720
(386) 734-8050 FL. Licensed Business #2791
www.blackwellsurveying.com

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Robert R. Evers, being a licensed and registered land surveyor, does hereby certify that on March 31, 2022, he completed the survey of the lands as shown in the foregoing plat, that said plat, prepared under his direction and supervision, is a correct representation of the lands therein described and platted; that permanent reference monuments have been placed as shown thereon and complies with all the requirements of Chapter 177, Florida Statutes; and that said land is located in The City Of Deland, Volusia County, Florida.

(SEAL) _____ Date _____
(Signature)

ROBERT R. EVERS, PSM, Professional Land Surveyor and Mapper No. 5675
Blackwell & Associates Land Surveyors, Inc.
995 West Volusia Ave., Deland, Florida 32720
Certificate of Authorization Number: LB 2791

MAP BOOK

PAGE

THE CANOPY AT BLUE LAKE
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT YEDLIN & CO., LLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED HEREIN, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREIN EXPRESSED AND DEDICATES DRAINAGE CANOPY WAY AND UTILITY EASEMENTS (UNLESS OTHERWISE NOTED) TO THE PERPETUAL USE OF THE PUBLIC, AND DEDICATES DRAINAGE EASEMENTS, AND TRACTS A AND B TO THE CANOPY AT BLUE LAKE HOME OWNERS ASSOCIATION, INC.

IN WITNESS WHEREOF, THE UNDERSIGNED, YEDLIN & CO., LLC HAS CAUSED THESE PRESENTS TO BE EXECUTED AND ACKNOWLEDGED BY ITS UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED ON THIS ____ DAY OF _____, 2025.

YEDLIN & CO., LLC, A FLORIDA LIMITED LIABILITY COMPANY

BY: _____
VIATCHESLAV YEDLIN, MANAGER

Witness/Printed Name _____

Witness/Printed Name _____

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 VIATCHESLAV YEDLIN AS AUTHORIZED MANAGER OF YEDLIN & CO., LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY. VIATCHESLAV YEDLIN IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

Notary Public

Print Name: _____

Sex: _____

My Commission Expires: _____

My Commission Number: _____

CERTIFICATE OF APPROVAL

I HEREBY CERTIFY TO THE CITY OF DELAND, THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO THE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES, NO CONFIRMATION OF MATHEMATICAL CLOSURE OR THE PLACEMENT OF PRM'S AND PCP'S IN THE FIELD WAS MADE IN THIS REVIEW.

CPH Consulting, LLC, L.B. #7143
500 FULTON STREET
SANFORD, FL 32771

FOR THE FIRM BY: _____ DATE: _____

RANDALL L. ROBERTS, R.L.S.
FLORIDA REGISTRATION NO. 3144

Certificate of Approval by City Commission of Deland, Volusia County, Florida

This is to certify, that on _____
The Deland City Commission hereby approved the Final Plat
for the Canopy At Blue Lake.

Mayor, The City Of Deland

(SEAL)

Certificate of Approval of the Design and Installation of Streets,
Utilities and Other Required Improvements.

I hereby certify that all streets, utilities and other required improvements have been installed in an acceptable manner and according to city specifications and standards on all applicable regulations in the Canopy At Blue Lake subdivision or that a guarantee of the installation of the required improvements in a manner according to Section 33-147 has been received.

City Engineer _____ Date _____

Certificate of Clerk
I hereby certify that I have examined the foregoing Plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record _____ at _____

File No. _____

Clerk of the Circuit Court
in and for Volusia County, Florida

SHEET 1 OF 3

THE CANOPY AT BLUE LAKE

A PORTION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST
1/4 OF THE SOUTHEAST 1/4, SECTION 10, TOWNSHIP 17 SOUTH, RANGE
30 EAST, LYING IN THE CITY OF DELAND, VOLUSIA COUNTY, FLORIDA.

PREPARED BY:
BLACKWELL & ASSOCIATES, LAND SURVEYORS, INC.
995 WEST VOLUSIA AVENUE
DELAND, FLORIDA 32720
(386) 754-8050 FLA. LB #2791
www.blackwellsurveying.com

MAP BOOK

PAGE

JOINDER AND CONSENT TO DEDICATION

THE UNDERSIGNED hereby certify that they the holders of a mortgage, lien or other encumbrance upon the above described property, and the undersigned hereby joins in and consents to the dedication of the lands described above by the owners thereof, and agrees that its mortgage, lien or other encumbrance, which is recorded in Official Records Book 8534, Page 2302, of the Public Records of Volusia County, Florida shall be subordinated to the above dedication; but such Joinder is entered into by the Undersigned without recourse or warranty regarding title or otherwise and without assuming any obligation whatsoever of the owner.

Signed, Sealed in the presence of:

Name: _____
Wladyslaw Ananewych

City of Toronto
Province of Ontario
Canada

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED
BEFORE ME BY MEANS OF _____ PHYSICAL
PRESENCE OR _____ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2025, BY,
_____, WHO IS PERSONALLY
KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

Notary Public

Print Name: _____

Seal: _____

My Commission Expires: _____

My Commission Number: _____

5035041 Ontario Inc.,

Name: _____
Natalia Vaynshteyn, Director

City of Toronto
Province of Ontario
Canada

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED
BEFORE ME BY MEANS OF _____ PHYSICAL
PRESENCE OR _____ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2025, BY,
_____, WHO IS PERSONALLY
KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

Notary Public

Print Name: _____

Seal: _____

My Commission Expires: _____

My Commission Number: _____

Name: _____
Evgeniy Belenkiy

City of Toronto
Province of Ontario
Canada

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED
BEFORE ME BY MEANS OF _____ PHYSICAL
PRESENCE OR _____ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2025, BY,
_____, WHO IS PERSONALLY
KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

Notary Public

Print Name: _____

Seal: _____

My Commission Expires: _____

My Commission Number: _____

Name: _____
Diana-Julia Ternyison

City of Toronto
Province of Ontario
Canada

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED
BEFORE ME BY MEANS OF _____ PHYSICAL
PRESENCE OR _____ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2025, BY,
_____, WHO IS PERSONALLY
KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

Notary Public

Print Name: _____

Seal: _____

My Commission Expires: _____

My Commission Number: _____

Name: _____
Maria Soroka

City of Toronto
Province of Ontario
Canada

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED
BEFORE ME BY MEANS OF _____ PHYSICAL
PRESENCE OR _____ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2025, BY,
_____, WHO IS PERSONALLY
KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

Notary Public

Print Name: _____

Seal: _____

My Commission Expires: _____

My Commission Number: _____

Name: _____
Victoria Protopopova

City of Toronto
Province of Ontario
Canada

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED
BEFORE ME BY MEANS OF _____ PHYSICAL
PRESENCE OR _____ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2025, BY,
_____, WHO IS PERSONALLY
KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

Notary Public

Print Name: _____

Seal: _____

My Commission Expires: _____

My Commission Number: _____

Name: _____
Elizabeth D'Urzo

City of Toronto
Province of Ontario
Canada

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED
BEFORE ME BY MEANS OF _____ PHYSICAL
PRESENCE OR _____ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2025, BY,
_____, WHO IS PERSONALLY
KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

Notary Public

Print Name: _____

Seal: _____

My Commission Expires: _____

My Commission Number: _____

Name: _____
Ricky Futeran

City of Toronto
Province of Ontario
Canada

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED
BEFORE ME BY MEANS OF _____ PHYSICAL
PRESENCE OR _____ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2025, BY,
_____, WHO IS PERSONALLY
KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

Notary Public

Print Name: _____

Seal: _____

My Commission Expires: _____

My Commission Number: _____

12313456 Canada Inc.,

Name: _____
Tamara Weig, Director

City of Toronto
Province of Ontario
Canada

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME
BY MEANS OF _____ PHYSICAL PRESENCE OR _____ ONLINE
NOTARIZATION, THIS _____ DAY OF _____, 2025,
BY, _____, WHO IS PERSONALLY KNOWN TO ME OR
HAS PRODUCED _____ AS IDENTIFICATION.

Notary Public

Print Name: _____

Seal: _____

My Commission Expires: _____

My Commission Number: _____

Name: _____
Evgeni Levin

City of Toronto
Province of Ontario
Canada

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED
BEFORE ME BY MEANS OF _____ PHYSICAL
PRESENCE OR _____ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2025, BY,
_____, WHO IS PERSONALLY
KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

Notary Public

Print Name: _____

Seal: _____

My Commission Expires: _____

My Commission Number: _____

Name: _____
Anna Shnayder

City of Toronto
Province of Ontario
Canada

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED
BEFORE ME BY MEANS OF _____ PHYSICAL
PRESENCE OR _____ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2025, BY,
_____, WHO IS PERSONALLY
KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

Notary Public

Print Name: _____

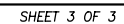
Seal: _____

My Commission Expires: _____

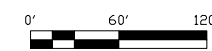
My Commission Number: _____

SHEET 2 OF 3

PAGE



POC
FND N&C
LB2791
ONE CORNER OF THE SE
1/4 OF SEC 10, TWP 17
S, RING 30 E.



FLOOD CERTIFICATION:
(Per map dated FEBRUARY, 19 2014)
This is to certify that I have consulted the Federal Insurance Flood
Hazard Boundary Map and found the ABOVE named Property IS NOT
located in a special flood hazard area, according to Community Panel
Map No. 12127C-0470-H Map Panel 470 of 930, Zone "X".

Robert
Evers

DRAWING REVISED TO UPDATE
TITLE, OPINION INFORMATION,
DATED: 11/07/2025

DRAWING REVISED TO ADD REFERENCE TO
TITLE, OPINION,
DATED: 05/21/2025

DRAWING REVISED TO UPDATE BEARING
LABEL,
DATED: 05/21/2025

DRAWING REVISED TO LOCATE SANITARY
SEWER MANHOLE AND INVERTS, DATED:
5/3/23

DRAWING REVISED TO UPDATE TREE SYMBOL,
DATED: 10/24/2022

DRAWING REVISED TO UPDATE LEGAL
DESCRIPTION AND TO SHOW TREE LOCATION.
DATED: 09/03/2022

- TREE SYMBOL AND ABBREVIATION
(ALL TREE DIMENSIONS ARE IN INCHES
OF DIAMETER AT BREAST HEIGHT)
- FLOWERING TREES:
- KUMBERG-BERRY (Morus rubra)
- CAM-CAMPOR (Chenopodium camporum)
- BLACK-CHERRY (Prunus serotina)
- PALM TREES:
- FM-SABAL PALM (Sabal palmetto)
 - CONIFEROUS TREES:
- SL-P-SLASH PINE (Pinus elliotii)
- CED-CEDAAR (Cedrus deodora)
 - DECIDUOUS TREES:
- EMORY-OAK (Quercus emoryi)
- LO-LIVE OAK (Quercus virginiana)
- LAH-LAUREL OAK (Quercus laevis)
- TO-TURKEY OAK (Quercus laevis)

FND RP-SWKE
NO ID
NORTHWEST CORNER OF THE
SOUTHEAST 1/4 OF SECTION 10,
TOWNSHIP 17 SOUTH, RANGE
30 EAST.

FND 1/2" IR
NO ID
0.3W, 0.5S.
NW CORNER OF EAST 1/2 OF
THE SOUTHEAST 1/4 OF THE
NORTHWEST 1/4 OF THE
SOUTHEAST 1/4 OF SEC 10, TWP
17 S, RING 30 E.

LEGAL DESCRIPTION: (WRITTEN FROM OR 5593 PAGE 2944)

EAST ONE-HALF (E 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF NORTHWEST
ONE-QUARTER (NW 1/4) OF SOUTHEAST ONE-QUARTER (SE 1/4) SECTION 10, TOWNSHIP 17
SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THE SOUTH 25 FEET
THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHEAST
CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 10, THENCE SOUTH 02 DEGREES 17 MINUTES
11 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 10, A
DISTANCE OF 1350.60 FEET, THENCE SOUTH 89 DEGREES 39 MINUTES 36 SECONDS WEST, ALONG
THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 10, A
DISTANCE OF 1315.88 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE
SOUTHEAST 1/4 OF SAID SECTION 10, THENCE NORTH 01 DEGREES 47 MINUTES 32 SECONDS
WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE
SOUTHEAST 1/4 OF SAID SECTION 10, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING,
THENCE SOUTH 89 DEGREES 39 MINUTES 36 SECONDS WEST, PARALLEL WITH THE SOUTH LINE
OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 10, A DISTANCE OF 328.89 FEET,
TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE
SOUTHEAST 1/4 OF SAID SECTION 10, THENCE NORTH 01 DEGREES 39 MINUTES 06 SECONDS
WEST, ALONG SAID WEST LINE, A DISTANCE OF 646.97 FEET TO THE NORTHWEST CORNER OF THE
EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10, THENCE SOUTH
89 DEGREES 31 MINUTES 34 SECONDS EAST, A DISTANCE OF 327.28 FEET TO THE NORTHEAST
CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE
SOUTHEAST 1/4 OF SAID SECTION 10, THENCE SOUTH 01 DEGREES 47 MINUTES 32
SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE
SOUTHEAST 1/4 OF SAID SECTION 10, A DISTANCE OF 647.78 FEET TO THE POINT OF BEGINNING.

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF
SECTION 10, TOWNSHIP 17 SOUTH, RANGE 30 EAST AS BEING A BEARING OF N 89°39'36" E (ASSUMED).

THE FLOODPLAIN BOUNDARY, IF SHOWN HEREON, WAS SCALED FROM A LARGE SCALE FEMA FLOOD
INSURANCE MAP AND AS SUCH HAS AN INHERENT ERROR OF 10% OF THE FEMA MAP SCALE.

UNDERGROUND UTILITIES AND FOUNDATION MAY EXIST AND HAVE NOT BEEN LOCATED, EXCEPT AS SHOWN.

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND
THAT IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE (MINIMUM TECHNICAL
STANDARDS) AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN
CHAPTER 5J-17, OF THE FLORIDA ADMINISTRATIVE CODE, SECTION 472.027, FLORIDA STATUTES.

ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 1988 DATUM.

TITLE OPINION PER COBB COLE ATTORNEYS AT LAW, DATED SEPTEMBER 24, 2025

TITLE COMMITMENT PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO.
25090325 WITH AN EFFECTIVE DATE OF AUGUST 28, 2025.

1. MORTGAGE BETWEEN YEDLIN & CO. LLC, A FLORIDA LIMITED LIABILITY COMPANY AND SEVERAL
PARTIES, RECORDED ON MARCH 26, 2024, IN OFFICIAL RECORDS BOOK 8534, PAGE 2302, PUBLIC RECORDS
OF VOLUSIA COUNTY, FLORIDA.

2. ASSIGNMENT OF RENTS, LEASES, CONTRACTS, ACCOUNTS RECEIVABLE, ACCOUNTS AND DEPOSIT
ACCOUNTS, RECORDED ON MARCH 26, 2024 IN OFFICIAL RECORDS BOOK 8534, PAGE 2311, PUBLIC
RECORDS OF VOLUSIA COUNTY, FLORIDA.

OTHER ENCUMBRANCES AFFECTING THE TITLE:

1. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF "THE CANOPY AT BLUE LAKE" AS
RECORDED IN OFFICIAL RECORDS BOOK 8751, PAGE 2268, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE FOREGOING OPINION IS RENDERED SOLELY FOR THE PURPOSE OF COMPLYING WITH SECTION 177.041 OF
THE FLORIDA STATUTES, AND MAY NOT BE RELIED UPON BY, AND IS NOT FOR THE BENEFIT OF, ANY PERSON
OR LEGAL ENTITY OTHER THAN VOLUSIA COUNTY, FLORIDA.

HILL AVENUE
2680.06'(FM)
1340.03'(CALC)
S 01°17'14" E (FM)
WEST LINE OF THE SE 1/4 OF
SEC 10, TWP 17 S, RING 30 E.

EAST LINE OF THE SOUTHEAST 1/4 OF
SEC 10, TWP 17 S, RING 30 E.
S 02°17'11" E (FM)
1350.60'(CALC)
2701.20'(FM)
BLUE LAKE AVENUE

FND 5/8" IRC
ONE CORNER OF THE SE 1/4 OF
SEC 10, TWP 17 S, RING 30 E.

SOUTH LINE OF THE NORTHWEST 1/4 OF THE
SOUTHEAST 1/4 OF SEC 10, TWP 17 S, RING 30 E.

2655.23'(FM)
S 89°52'31" W (FM)

EAST NEW YORK AVENUE

EAST WISCONSIN AVENUE
50' RIGHT OF WAY

ABBREVIATIONS			
A=Arc Length	CONC=Concrete	F/W=Field Wire Fence	N&C=Not a Cap
AD=Area	CON=Corner	GA=Guy Anchor	NO ID=No Identification
A/C=Arc Conditioning Unit	CU=Concrete Utility Pole	GL=Government Lot	OR=Official Records Book
ASPH=Asphalt	D=Deed	GL=Government Land Office	O/=Overhead
B/F=Back Flow Preventer	ED=Electric	H/W=Handwritten	P=Point of Tangency
BL=Black	E/E=Electric	IL=Iron Line	P=Point of Tangency
BLD=Building	E/E=Electric	IL=Iron Line	P=Point of Tangency
BLU=Blue	E/E=Electric	IL=Iron Line	P=Point of Tangency
B/M=Benchmark	E/E=Electric	IL=Iron Line	P=Point of Tangency
CALC=Computed Data	E/E=Electric	IL=Iron Line	P=Point of Tangency
CA=Chlorine TV Service	E/E=Electric	IL=Iron Line	P=Point of Tangency
C/B=Castal Basin	E/E=Electric	IL=Iron Line	P=Point of Tangency
CB=Chord Bearing	E/E=Electric	IL=Iron Line	P=Point of Tangency
CD=Chord Distance	E/E=Electric	IL=Iron Line	P=Point of Tangency
CL=Chain Line Fence	E/E=Electric	IL=Iron Line	P=Point of Tangency
CM=Concrete Monument	E/E=Electric	IL=Iron Line	P=Point of Tangency
CMH=Corrugated Metal Pipe	E/E=Electric	IL=Iron Line	P=Point of Tangency

NOTE:

This Plat of Survey is certified to be
correct and true for the sole and exclusive
benefit of the parties and/or individuals shown herein, valid on the
most current date shown herein, and
shall not be relied upon by any other
entity or individual whatsoever.

NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL OF
A FLORIDA LICENSED SURVEYOR
AND MAPPER.

BLACKWELL & ASSOCIATES
LAND SURVEYORS, INC.
#2791

STATE OF
FLORIDA

ROBERT R. EVERS
Professional Surveyor and Mapper
#3675

BLACKWELL & ASSOCIATES
LAND SURVEYORS, INC.
WWW.BLACKWELLSURVEYING.COM
995 W. VOLUSIA AVE. • DELAND, FL • PH: (386)-734-8050

BOUNDARY SURVEY CERTIFIED TO:

YEDLIN & CO. LLC
PAUL, ELKIND, BRANZ & PAUL, LLP
OLD REPUBLIC NATIONAL TITLE
INSURANCE COMPANY

SYMBOLS :

- = REBAR FOUND (SIZE SHOWN HEREON)
- = 1/2" REBAR & CAP SET
- = 4"x4" CONCRETE MONUMENT & CAP SET
- = CONCRETE MONUMENT FOUND (SIZE SHOWN HEREON)
- = R.L.S. DISC/NAI FOUND (SIZE SHOWN HEREON)
- = R.L.S. DISC/NAI SET
- = IRON PIPE FOUND (SIZE SHOWN HEREON)
- = RAILROAD SPIKE FOUND (SIZE SHOWN HEREON)
- = P/N NAIL FOUND

DATE : 03/31/2022
R.O. NO. : 03-181-22
DRAWN BY : KCB
FIELD BOOK : 751-28
CADD FILE / FILE NO. : 03-181-22

**PLANNING DIVISION STAFF REPORT
TO
CITY COMMISSION**

November 17, 2025

APPLICATION NO.: FSB24-243
STAFF PLANNER: Kendall Story
APPLICANT: Slava Yedlin
REQUEST: Approval of a Final Plat for The Canopy at Blue Lake

APPLICABLE REGULATIONS:

Sec. 33-146. — Procedures for securing subdivision plat approval

Sec. 33-146.04. Final Plat. As the third step in the plat action procedure, the subdivider shall submit a final plat.

Sec. 33-146.04. (c) The city commission shall approve, disapprove, or table for cause within 45 days of the date such plat was submitted to the city.

SITE FACTORS:

Location: On the north side of E. Wisconsin Ave., west of N. Blue Lake Ave.
Size: +/- 4.874 Acres
Land Use: Urban Low Intensity (ULI)
Existing Zoning: The Canopy at Blue Lake PD

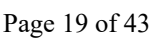
	SURROUNDING USE:	SURROUNDING ZONING:
North:	Low Density Residential	R-1A
South:	Education	E-1
East:	VC Urban Low Intensity	VC: R-3A
West:	Medium Density Residential	R-12

ANALYSIS:

The applicant, Slava Yedlin, is seeking approval of a Final Plat for 12 single-family lots, stormwater tract, and tree protection areas along E. Wisconsin Ave. All lots in the proposed plat meet the minimum dimensions and lot area standards set forth in The Canopy at Blue Lake Planned Development (PD). Staff reviewed the application for consistency with the approved preliminary plat (PSB23-030). On January 16, 2025, the Technical Review Committee recommended that the Final Plat be forwarded to the City Commission meeting, once all comments were satisfied, including those from the City Attorney and City Surveyor.

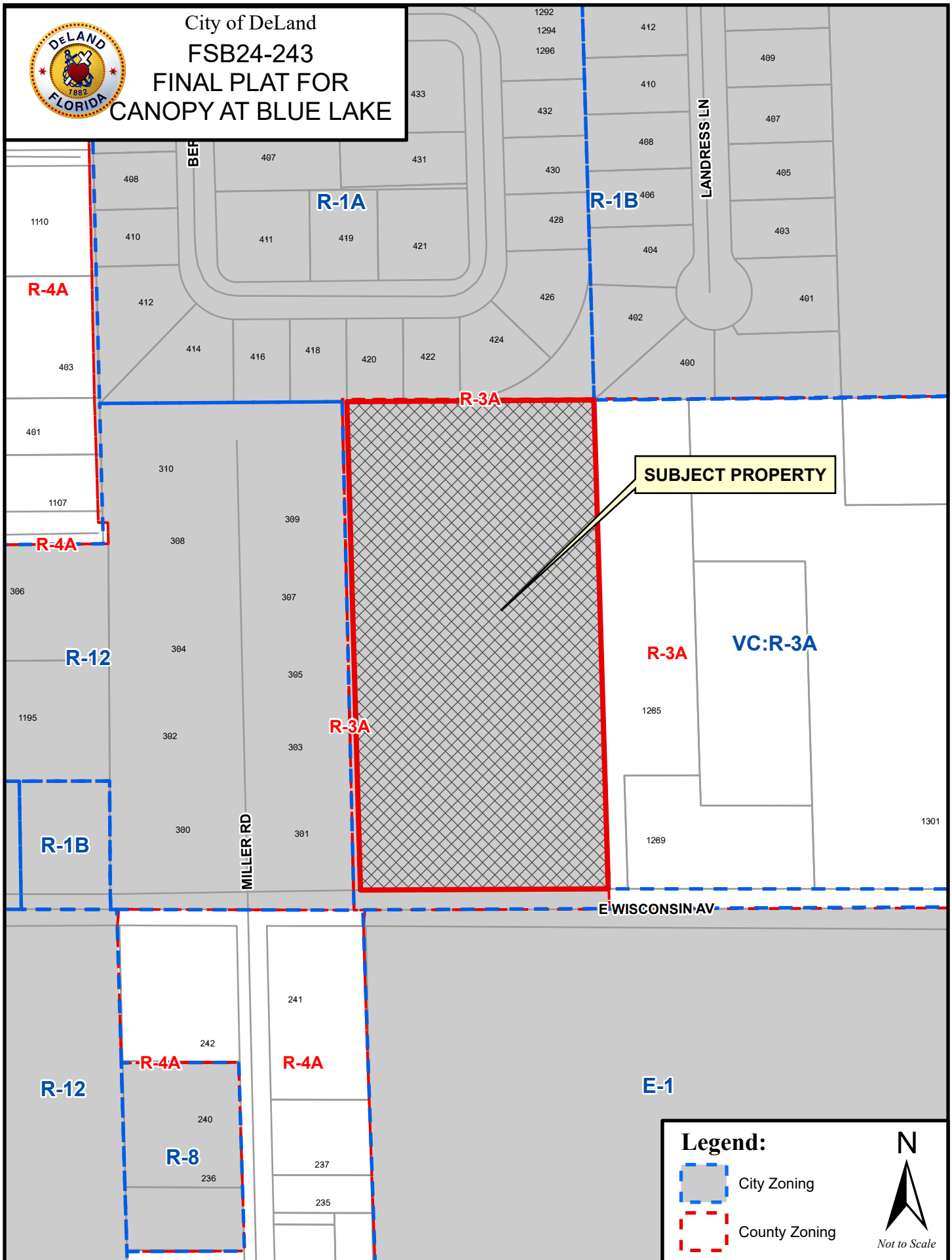
STAFF RECOMMENDATION:

Staff recommends that the City Commission approve the final plat, as presented.





City of DeLand
FSB24-243
FINAL PLAT FOR
CANOPY AT BLUE LAKE



CITY OF DELAND
Request for Commission Action
December 1, 2025

SUBJECT: Resolution Approving Sole Source Purchase for MSA Air Packs and Cylinders.

DEPARTMENT: Fire

PREPARED BY: Kaitlyn Fischetti, Admin Fire

ATTACHMENTS: Sole Source Resolution, Price Quote Ten 8 Fire, Ten 8 MSA Sole Source Letter

APPROVED BY: Michael Pleus, City Manager, November 24, 2025

SUMMARY/HIGHLIGHT:

The Fire Department is asking the City Commission to approve the purchase of 8 MSA air packs and 16 cylinders for our two new units that will be delivered and placed in service in early 2026. Funds are included in the FY 25/26 budget for this item.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Maintaining a Safe Community.

SUSTAINABILITY:

Safety & Security.

FISCAL IMPACT:

The total cost of these items is \$78,604.96, and we budgeted \$88,000.00 for the FY 25/26.

RECOMMENDATION:

The department recommends approval for the purchase order of \$78,604.96 for Ten-8 Fire Equipment for MSA Air Packs and Cylinders.

BACKGROUND/DISCUSSION:

The Self-Contained Breathing Apparatus (SCBA) is essential for ensuring the safety and effectiveness of fire department personnel. Cylinders hold breathable air in atmospheres that are immediately dangerous to life or health such as a house fire. The new SCBA air packs and cylinders will be placed on the two new units that are planned to be delivered and placed into service in 2026.

RESOLUTION NO. 2025 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
RELATING TO PURCHASING BY THE CITY UNDER THE PROVISIONS
OF ARTICLE VIII, SECTION 63 OF THE CODE OF ORDINANCES OF
THE CITY OF DELAND RELATING TO AN EXCEPTION TO
COMPETITIVE BIDDING PERTAINING TO PURCHASES WITHOUT
COMPETITIVE BIDDING WHEN AVAILABLE ONLY FROM A SINGLE
SOURCE; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, Article VIII, Section 63 of the Code of Ordinances of the City of DeLand provides for an exception to the general competitive bidding requirements of the City and states, in pertinent part, that: The City Commission may also authorize by resolution the purchase of equipment, materials or supplies without competitive bidding when these are available only from a single source; and

WHEREAS, Self-Contained Breathing Apparatus (SCBA) are required for firefighter safety and are a lifeline on fire and hazardous environment incidents; and

WHEREAS, the City's entire fire department, to include all fire engines, are outfitted with SCBA manufactured by MSA Safety, Incorporated; and

WHEREAS, it is critical that the fire department utilize standardized SCBA throughout its facilities, equipment and personnel; and

WHEREAS, Ten-8 Fire & Safety, LLC is the sole authorized distributor for the municipal fire service market for Volusia County of SCBA and SCBA accessories manufactured by MSA Safety, Incorporated; and

WHEREAS, the Fire Chief has informed the City Commission that, to the best of his knowledge, there are no other vendors that offer the sale and service of the SCBA and SCBA accessories manufactured by MSA Safety, Incorporated.

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

Section 1. Legislative Findings and Intent.

(a). The City Commission of the City of DeLand hereby adopts and incorporates into this Resolution the recitals (whereas clauses) to this Resolution.

(b). The City Commission of the City of DeLand hereby determines that the adoption of this Resolution and taking the actions set forth herein would be in the public interest and serve a public purpose.

(c). The sole source justification standards applicable to this matter have been met and adhered to and the subject vendor is deemed the only capable provider of the subject goods and the sole source procurement activity authorized herein is in the best interest of the City.

(d). The City of DeLand has complied with all requirements and procedures of Florida law in processing and adopting this Resolution.

Section 2. Sole Source Procurement.

(a). The City Commission hereby waives the City's competitive bidding requirement for the necessary purchase of 8 MSA SCBA air packs and cylinders manufactured by MSA Safety, Incorporated.

(b). The City Commission hereby declares that the purchase herein authorized is clearly and legitimately limited to a single source of supply and that the sole source of that supply is Ten-8 Fire & Safety, LLC.

(c). The attached purchase quote is hereby incorporated herein as a substantive part of this Resolution and approved for execution and payment.

Section 3. Implementing administrative actions.

The City Manager, City Clerk, and City Attorney are hereby generally authorized to take any and all actions necessary and appropriate to implement the provisions of this Resolution to include, but not limited to, the approval and execution of procurement documents relating to the purchase of 8 MSA SCBA air packs and cylinders from Ten-8 Fire & Safety, LLC.

Section 4. Savings.

All prior actions of the City Commission relating to City procurement and purchasing matters, and any and all related activities, are hereby ratified and affirmed.

Section 5. Conflicts.

All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

Section 6. Severability.

If any section, sentence, phrase, word, or portion of this Resolution 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 Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 7. Effective Date.

This Resolution is executed this 1st day of December, 2025 and shall become effective immediately.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney



TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST

BRADENTON, FL 34203
USA
Phone: 800-228-8368
Fax: 941-756-2598

Sell To:

CITY OF DELAND

120 SOUTH FLORIDA AVENUE
DELAND FL 32720-5422
USA

Amended

QUOTATION

Quote Number	Document Date	Page
231019858	10/28/25	1/1
Customer No.	Federal Tax ID - Business Partner	
C00264	85-8013842706C-2	
PO Number	*	
Sales Employee	Email	
Wilkerson, Mitchell B	mwilkerson@ten8fire.com	
Document Owner	Email	
Huynh, Khanh P	khuyh@ten8fire.com	
Delivery Address		

CITY OF DELAND

201 W. HOWRY AVE.
DELAND, FL 32720
USA

Description	Quantity	UoM	Vendor	Price	Total
A-G1FS444MD2C0LA R G1 SCBA HP CONFIGURATION OPTIONS: SYSTEM_PRESSURE: 4500 PSIG CYLINDER_CONNECTION: CGA Quick Connect Remote Con HARNESS: Serviceable Tunnel with Chest Strap CRADLE_TYPE: Metal Band LUMBAR_TYPE: Adj. Swivel Solid Buckle REGULATOR_TYPE: Solid Cover Left Shd. REGULATOR_HOSE_TYPE: Continuous EMERGENCY_BREATHING_SUPPORT: None SPEAKER_MODULE: Left Chest PASS: PASS Right Shoulder BATTERY_TYPE: Rechargeable DOES NOT INCLUDE: MASK & CYLINDER	8	EA	MSA SAFETY SALES, LLC	7,468.86	59,750.88
10175707 CYL,G1 RC,4500 PSIG, 30MINS W/QC	16	EA	MSA SAFETY SALES, LLC	1,178.38	18,854.08

Shipping: Freight Included

Subtotal:	\$ 78,604.96
Total Before Tax:	\$ 78,604.96
Total Tax Amount:	\$ 0.00
Total Amount:	\$ 78,604.96

Valid Until: **11/21/2025**

"If any tax, public charge, tariff or duty, is modified assessed, levied with respect to this sale then the burden of such charge or change shall be borne by the Customer.
- please access the link below for our full terms and conditions."

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/>



November 3, 2020

Ms. Kim Kieth
Deland Fire Rescue

MSA Corporate Center
1000 Cranberry Woods Drive
Cranberry Township, PA 16066
800.MSA.2222
www.MSAnet.com

Dear Ms. Kieth:

Thank you, Deland Fire Rescue for your interest in the MSA product line.

This letter confirms that Ten 8 Fire Equipment Inc is the sole authorized distributor of MSA SCBA and SCBA accessories for the Municipal Fire Service Market for Volusia County, Florida. In addition, Ten 8 Fire Equipment Inc is the only CARE certified MSA SCBA repair center for the Municipal Fire Service Market for Volusia County, Florida.

By way of background, in the fire service / first responder markets, MSA imposes specific requirements upon our distributors, which can result in a small number of distributors authorized to call upon a particular region. We impose these requirements because the equipment we manufacture and sell requires the involvement of partners with special knowledge, training and experience. Accordingly, MSA's distributors are obligated to acquire and maintain extensive knowledge, training, and experience necessary to properly educate, assist and service our end user customers before, during and after the sale. MSA's fire service / first responder distributor qualification requirements are likewise intended to ensure the highest possible end user customer experience.

If you desire additional information about MSA, its product lines, or channel partners, please do not hesitate to contact me. Thank you for your interest in our products.

Sincerely,

A handwritten signature in blue ink that reads "Scott McGuire". The signature is written in a cursive, flowing style.

Scott McGuire
North American Sales Channels Specialist
Phone: 724-742-8028
Email: scott.mcguire@MSAsafety.com

CITY OF DELAND
Request for Commission Action
December 1, 2025

SUBJECT: Consideration re Lessor's Subordination to Leasehold Mortgage (Airport Lease Refinancing).

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: SNDA-City of DeLand-Prospect Real Estate

APPROVED BY: Michael Pleus, City Manager, November 24, 2025

SUMMARY/HIGHLIGHT:

One of the airport's tenants is refinancing their leasehold mortgage. As part of that refinancing transaction, the borrower, our tenant, must obtain an agreement between the City and the tenant's lender in which the City agrees that it will allow the bank, in the case of a lease default, the option to step into the tenant's place and make all rent payments to the City and otherwise perform all of tenant's obligations under the lease. This is a routine transaction.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government.

SUSTAINABILITY:

Not applicable.

FISCAL IMPACT:

There is no direct fiscal impact to the City.

RECOMMENDATION:

Approve the attached agreement.

BACKGROUND/DISCUSSION:

Most of the City's tenants at the airport borrow money to either build or improve buildings or to take over a lease. Banks cannot record mortgages against the property because it is leased, so the banks require the City, as the landlord, to consent to a leasehold mortgage and allow the bank, in the case of a lease default, the option of stepping into the tenant's place and making all rent payments to the City and otherwise performing all of tenant's other obligations under the lease. The City approves such agreements as part of the routine leasing operations at the DeLand Airport.

PREPARED BY AND RETURN TO:
Jason W. Searl, Esquire
GrayRobinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, Florida 32801

**SUBORDINATION, NON-DISTURBANCE, ATTORNMENT
AND ESTOPPEL AGREEMENT
(Leasehold Mortgage)**

THIS SUBORDINATION, NON-DISTURBANCE, ATTORNMENT AND ESTOPPEL AGREEMENT (hereafter referred to as the "Agreement") is made this _____ day of _____, 2025, by and between **THE CITY OF DELAND**, a municipal corporation ("Lessor"), and **SUNRISE BANK**, a Florida corporation ("Bank").

RECITALS:

A. Lessor has ground leased certain real property situated in Volusia County, Florida, and described on **EXHIBIT "A"** attached hereto (comprised of two (2) separate pages) and incorporated herein by this reference (the "Initial Leased Property") to PROSPECT REAL ESTATE DELAND, LLC, a Florida limited liability company ("Borrower"), pursuant to a Ground Lease Agreement dated August 4, 2025 (the "1991-1993 Ground Lease").

B. Lessor has also ground leased certain real property situated in Volusia County, Florida, and described on **EXHIBIT "B"** attached hereto (comprised of two (2) pages) and incorporated herein by this reference (the "Additional Leased Property"; the Initial Leased Property and the Additional Leased Property are collectively referred to herein after as the "Property") to PROSPECT REAL ESTATE DELAND, LLC, a Florida limited liability company ("Borrower"), pursuant to a Ground Lease Agreement dated August 4, 2025 (the "1995 Ground Lease" and together with the 1991-1993 Ground Lease, (the "Ground Leases")).

C. Bank has extended credit or may hereafter extend credit to Borrower, secured, in whole or in part, by a mortgage encumbering Borrower's interest in the Ground Leases (the "Mortgage"). It is a condition of Bank's agreement to extend or continue credit to Borrower secured by the Ground Leases that the security of the Mortgage be and at all times remain a lien or charge on the Ground Leases and that certain rights be granted to the Bank to cure defaults under the Ground Leases.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **RELIANCE.** Lessor acknowledges that Bank, in extending credit or continuing to extend credit to Borrower secured by the Ground Leases is doing so in material reliance on this Agreement.

- (a) Acknowledgments of Lessor. Lessor acknowledges that it has such information with respect to any credit extended by Bank to Borrower, and all loan documents executed in connection therewith, as Lessor deems necessary in order to provide this subordination. Lessor further agrees that Bank is under no obligation or duty to, nor has Bank represented that it has or will, see to the application of the proceeds of any such credit by any person or entity, and any application or use of any such proceeds for purposes other than those for which they were intended shall not defeat this subordination.
- (b) Entire Subordination Agreement. This Agreement constitutes the whole and only agreement between the parties hereto with regard to the subordination of the Ground Lease to the lien or charge of the Mortgage; there are no agreements (written or oral) outside or separate from this Agreement with respect to the subject matter hereof; and all prior negotiations with respect thereto, if any, are merged into this Agreement. This Agreement shall supersede and cancel, but only insofar as would affect the priority between the Mortgage and the Ground Leases, any prior agreements as to such subordination, including without limitation those provisions, if any, contained in the Ground Leases which provide for the subordination thereof to the lien of a deed of trust or mortgage affecting all or any portion of the Property.

2. **GROUND LEASES.** Lessor hereby covenants and agrees that, so long as the Mortgage remains in force and effect:

- (a) No Modification, Termination or Cancellation. Lessor shall not consent to any modification, termination or cancellation of the Ground Leases without Bank's prior written consent.
- (b) Notice of Default. Lessor shall notify Bank in writing concurrently with any notice given to Lessee of any breach of or default by Lessee under the Ground Leases. Lessor agrees that Bank shall have the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth below, and Lessor shall not declare a default of the Ground Leases, as to Bank, if Bank cures such breach or default within thirty (30) days after the expiration of the time period provided in the Ground Leases for the cure thereof by Borrower; provided however, that if such breach or default cannot with diligence be cured by Bank within such thirty (30) day period, the commencement of action by Bank within such thirty (30) day period to remedy the same shall be deemed sufficient so long as Bank pursues such cure with diligence.

3. **FORECLOSURE.** No foreclosure of the Mortgage shall be deemed to encumber or affect Lessor's title to the Property. In the event of a foreclosure, the Lessor shall be entitled to any proceeds from a foreclosure sale in excess of the amounts owed to the Bank or other secured creditors. Lessor shall be permitted to bid at any such foreclosure sale.

4. **NON-DISTURBANCE.** In the event of a foreclosure of the Mortgage, or a transfer of the Ground Leases in lieu thereof or in any other manner whereby Bank or such

transferee succeeds to the interest of Borrower under the Ground Leases, so long as there shall then exist no breach, default or event of default by the lessee under the Ground Leases, (a) the leasehold interest of the lessee under the Ground Leases shall not be extinguished or terminated by reason of such foreclosure, (b) the Ground Leases shall continue in full force and effect, and (c) Lessor and its successors-in-interest shall recognize and accept such lessee as the lessee under the Ground Leases, subject to the terms and conditions of the Ground Leases. However, following transfer of the interests of Borrower in the Ground Leases, this Agreement shall automatically terminate and be of no further force or effect, except that this Section 4 shall survive such termination.

5. **ESTOPPEL.** Lessor acknowledges and represents that:

(a) **Ground Lease Effective.** The Ground Leases have been duly executed and delivered by Lessor and, subject to the terms and conditions thereof, the Ground Leases are in full force and effect, the obligations of the parties thereunder are valid and binding, and there have been no amendments, modifications or additions to the Ground Leases (written or oral), other than those included in the definition of 1995 Ground Lease and 1991-1993 Ground Lease set forth above. The Ground Leases constitute the entire agreement between Lessor and Borrower with respect to the Property.

(b) **No Default.** As of the date hereof and to the best of Lessor's knowledge, (i) there exists no breach of or default under the Ground Leases, nor any condition, act or event which with the giving of notice or the passage of time, or both, would constitute such a breach or default, and (ii) there are no existing claims, defenses or offsets against rental due or to become due under the terms of the Ground Leases.

6. **MISCELLANEOUS.**

(a) **Remedies Cumulative.** All remedies provided herein are cumulative, not exclusive, and shall be in addition to any and all other rights and remedies provided by law and by other agreements between Bank and Borrower, Lessor or any other person or entity.

(b) **Notices.** All notices, requests and demands which any party is required or may desire to give to any other party under any provision of this Agreement must be in writing delivered to each party at the address set forth below its signature, or to such other address as any party may designate by written notice to all other parties. Each such notice, request and demand shall be deemed given or made as follows: (i) if sent by hand delivery or courier, upon delivery; and (ii) if sent by mail, upon the earlier of the date of receipt or three (3) days after deposit in the U.S. mail, first class and postage prepaid. Notices shall be provided to each party as follows, or as otherwise designated by any party in writing:

City of DeLand
Attn: City Manager
City Hall
120 South Florida Avenue
DeLand, Florida 32720

Sunrise Bank
Attn: Matt Ravenscroft
109 East Church Street, Suite 100
Orlando, Florida 32801

(c) Further Assurances. At the request of any party hereto, each other party shall execute, acknowledge and deliver such other documents and/or instruments as may be reasonably required by the requesting party in order to carry out the purpose of this Agreement, provided that no such document or instrument shall modify the rights and obligations of the parties set forth herein.

(d) Successors, Assigns; Governing Law. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, legal representatives, successors, assigns and other transferees of the parties hereto, and shall be governed by and construed in accordance with the laws of the State of Florida.

(e) Conflicts. In the event of any inconsistency between the terms of this Agreement and the Ground Leases, the terms of this Agreement shall control.

(f) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute and be construed as one and the same instrument.

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

CITY OF DELAND

By: _____
Christopher M. Cloudman
Mayor – Commissioner

ATTEST

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

BANK

SUNRISE BANK

By: [Signature]
Matt Ravenscroft, Executive Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was sworn to and subscribed before me by means of [] physical presence or [] online notarization, this 20th day of November, 2025, by Matt Ravenscroft, as Executive Vice President of SUNRISE BANK, a Florida corporation, who is ☒ personally known to me or who [] produced _____ as identification.

[Signature]
Notary Public
Print Name: Lysbeth Arce
My Commission Expires: 10/23/29

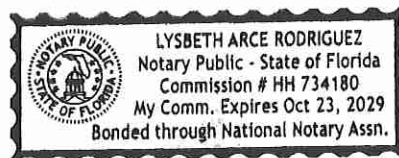


EXHIBIT "A"

Sheet 1 of 2

Sketch of Description

Legal Description: Lease Parcel #2

THAT PART OF THE DELAND MUNICIPAL AIRPORT LYING IN SECTIONS 33 AND 34, TOWNSHIP 16 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH EDGE OF RUNWAY 8-26 THAT IS S 83°53'17" W A DISTANCE OF 1732.0 FEET FROM THE CENTERLINE OF RUNWAY 18-36, SAID POINT BEING THE SOUTHWEST CORNER OF THE AIRPORT LANDS NOW LEASED BY ALUMA SHIELD INDUSTRIES, INC., RUN THENCE S 06°06'43" E A DISTANCE OF 225.0 FEET TO THE SOUTH LINE OF SUMMERHILL DRIVE; THENCE N 83°53'17" E ALONG SAID SOUTH LINE A DISTANCE OF 1411.50 FEET TO THE EAST LINE OF INDUSTRIAL DRIVE; THENCE S 01°34'46" W ALONG SAID EAST LINE A DISTANCE OF 609.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 01°34'46" W A DISTANCE OF 319.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF 08°06'34" AND A RADIUS OF 530.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 75.01 FEET TO THE NORTHERLY LINE OF EIDSON DRIVE; THENCE S 70°39'52" E ALONG SAID NORTHERLY LINE A DISTANCE OF 225.13 FEET; THENCE S 88°03'45" E A DISTANCE OF 78.01 FEET; THENCE N 01°56'15" E A DISTANCE OF 450.76 FEET; THENCE N 87°40'38" W A DISTANCE OF 123.35 FEET; THENCE S 01°56'15" W A DISTANCE OF 8.00 FEET; THENCE N 87°40'38" W A DISTANCE OF 166.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 125,060.89 SQUARE FEET OR 2.87 ACRES, MORE OR LESS.

This is NOT a Survey.
This is ONLY a Description.
This Sketch and Description consist of two sheets and
is not full and or complete without both sheets.

Sketch Date: 07/24/25
Drawn By: BMJ
Approved By: PKI
Field: N/A

Sketch and Description Certified To:
KAITLYN PELC

**Ireland & Associates
Surveying, Inc.**

800 Currency Circle Suite 1020
Lake Mary, Florida 32746
www.Irelandsurveying.com

Office-407.678.3366 Fax-407.320.8165

Notes
>Sketch is Based upon the Legal Description Supplied by Client.
>Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Errors.
>Subject to any Easements and/or Restrictions of Record.
>Bearing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB".
>Building Ties are NOT to be used to reconstruct Property Lines.
>Fence Ownership is NOT delineated.
>Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.
>Use of This Sketch for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to Give ANY Rights or Benefits to Anyone Other than those Certified.

Legend			
C	- Calculated	PC	- Point of Curvature
CL	- Centerline	Pp	- Page
CM	- Concrete Block	PI	- Point of Intersection
CM	- Concrete Monument	P.O.B.	- Point of Beginning
Conc.	- Concrete	P.O.L.	- Point on Line
D	- Description	PP	- Power Pole
DE	- Drainage Easement	PRM	- Permanent Reference Monument
Easmt.	- Easement	PT	- Point of Tangency
F.E.M.A.	- Federal Emergency Management Agency	R	- Radius
FFE	- Finished Floor Elevation	Rad.	- Radial
Frnd.	- Found	R&C	- Rebar & Cap
IP	- Iron Pipe	Rec.	- Recovered
L	- Length (Arc)	Rld.	- Roofed
M	- Measured	Set	- Set 1/2" Rebar & Cap "LB 7623"
N&D	- Nail & Disk	Typ.	- Typical
N.R.	- Non-Radial	UE	- Utility Easement
ORB	- Official Records Book	WM	- Water Meter
P	- Plat	Δ	- Delta (Central Angle)
P.B.	- Plat Book	X	- Chain Link Fence
W	- Wood Fence		

I hereby Certify that this Sketch and Description of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown, Based on Information furnished to me as Noted and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 55-17.002 Florida Administrative Codes, Pursuant to Section 475.27 Florida Statutes.


Patrick K. Ireland License No. 6637
Date Signed: 07/24/25
This Sketch is intended ONLY for the use of Said Certified Parties.
This Sketch NOT VALID UNLESS Signed and Embossed with Surveyor's Seal.
File No. IS-99359

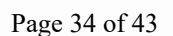


EXHIBIT "B"

Sheet 1 of 2

Sketch of Description

Legal Description: Lease Parcel #1

THAT PART OF THE DELAND MUNICIPAL AIRPORT LYING IN SECTIONS 33 AND 34, TOWNSHIP 16 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH EDGE OF RUNWAY 8-26 THAT IS S 83°53'17" W A DISTANCE OF 1732.0 FEET FROM THE CENTERLINE OF RUNWAY 18-36, SAID POINT BEING THE SOUTHWEST CORNER OF THE AIRPORT LANDS NOW LEASED BY ALUMA SHIELD INDUSTRIES, INC., RUN THENCE S 06°06'43" E A DISTANCE OF 225.0 FEET TO THE SOUTH LINE OF SUMMERHILL DRIVE; THENCE N 83°53'17" E ALONG SAID SOUTH LINE A DISTANCE OF 1411.50 FEET TO THE EAST LINE OF INDUSTRIAL DRIVE; THENCE S 01°34'46" W ALONG SAID EAST LINE A DISTANCE OF 490.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 01°34'46" W A DISTANCE OF 119.54 FEET; THENCE S 87°40'38" E A DISTANCE OF 166.59 FEET; THENCE N 01°56'15" E A DISTANCE OF 8.00 FEET; THENCE S 87°40'38" E A DISTANCE OF 123.35 FEET; THENCE N 01°56'15" E A DISTANCE OF 131.31 FEET; THENCE N 88°25'14" W A DISTANCE OF 105.55 FEET; THENCE N 01°56'15" E A DISTANCE OF 30.00 FEET; THENCE N 88°25'14" W A DISTANCE OF 185.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 41,802.91 SQUARE FEET OR 0.96 ACRES, MORE OR LESS.

This is NOT a Survey.
This is ONLY a Description.
This Sketch and Description consist of two sheets and
is not full and or complete without both sheets.

Sketch Date: 07/24/25
Drawn By: BMJ
Approved By: PKI
Field: N/A

Sketch and Description Certified To:
KAITLYN PELC

**Ireland & Associates
Surveying, Inc.**

800 Currency Circle Suite 1020
Lake Mary, Florida 32746
www.Irelandsurveying.com

Office-407.678.3366 Fax-407.320.8165

- Notes:**
- > Sketch is Based upon the Legal Description Supplied by Client.
 - > Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Holes.
 - > Subject to any Easements and/or Restrictions of Record.
 - > Bearing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB".
 - > Building Ties are NOT to be used to reconstruct Property Lines.
 - > Fence Ownership is NOT determined.
 - > Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.
 - > Use of This Sketch for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to Give Any Rights or Benefits to Anyone Other than those Certified.

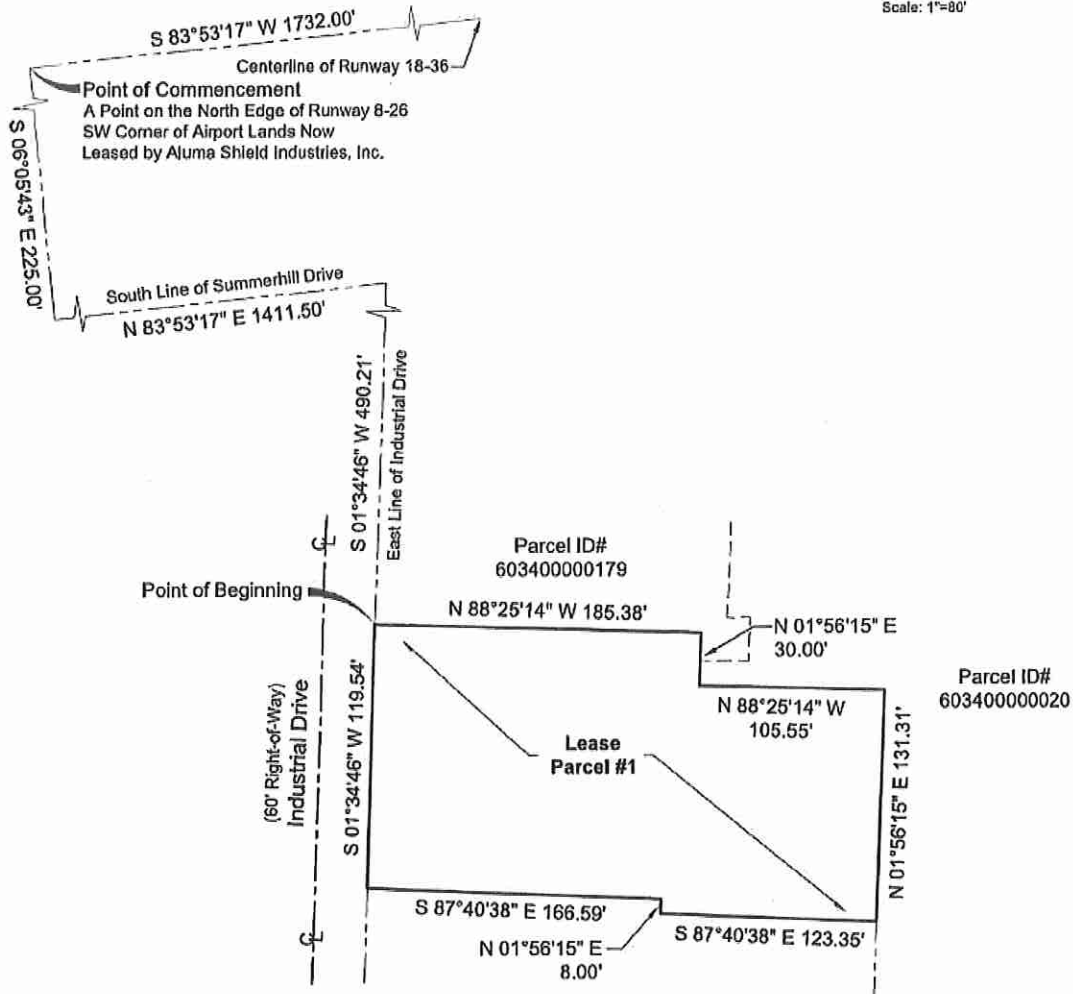
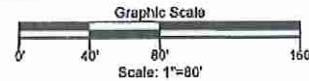
-Legend-			
C	- Calculated	PC	- Point of Curvature
CB	- Certificate	Pp	- Page
CM	- Concrete Block	PI	- Point of Intersection
CM	- Concrete Monument	P.O.B.	- Point of Beginning
Cone	- Concrete	P.O.L.	- Point on Line
D	- Description	PP	- Power Pole
DE	- Drainage Easement	PRM	- Permanent Reference Monument
ESMT	- Easement	PT	- Point of Tangency
F.E.M.A.	- Federal Emergency Management Agency	R	- Radius
F.F.E.	- Finished Floor Elevation	Rad.	- Radial
Frd.	- Found	R&C	- Rebar & Cap
IP	- Iron Pipe	Rec.	- Recovered
L	- Length (Ave)	Rfd.	- Roofed
M	- Measured	Spl	- Set 1/2 Rebar & Cap "LB 7623"
NAD	- Nail & Disk	Rebar	- Rebar
N.R.	- Non-Radial	Typ.	- Typical
OR3	- Official Records Book	UE	- Utility Easement
P	- Plot	WM	- Water Meter
P.B.	- Plat Book	Δ	- Delta (Central Angle)
-o-	- Wood Fence	-X-	- Chain Link Fence

I hereby certify that this Sketch and Description of the above described Property is True and Correct to the Best of my Knowledge and Skill as recently Surveyed under my Direction on the Date Shown, Based on Information furnished to me as Aided and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 61.17, 602 Florida Administrative Code, Pursuant to Section 472.027 Florida Statute.

Patrick K. Ireland
Patrick K. Ireland License # 6637 LB 7623
Date Signed: 07/24/25

This Sketch is Intended ONLY for the use of Said Certified Parties.
This Sketch NOT VALID UNLESS Signed and Embossed with Surveyor's Seal.
File No. IS-99359

Sketch of Description



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File No. IS-99359

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CITY OF DELAND
Request for Commission Action
December 1, 2025

SUBJECT: First Reading of Ordinance Codifying the City's Existing Videotaping Policy into the Code of Ordinances.

DEPARTMENT: Police

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Ordinance

APPROVED BY: Michael Pleus, City Manager, November 26, 2025

SUMMARY/HIGHLIGHT:

The City Commission previously adopted Resolution Number 2024-31 which prohibits videotaping in the Police Department lobby. The Police Department has requested that this policy be made a part of the City's Code of Ordinances. By way of background, the lobby of the DeLand Police Department is open to the public and, like many police departments, it is equipped with a bullet-proof window behind which a uniformed or civilian employee works for the purpose of interacting with citizens who need to, or at least believe that they may need to, engage with law enforcement for various purposes including but not limited to reporting crimes, seeking or providing information and accessing resources. People have begun videotaping citizens speaking to law enforcement personnel while in the lobby, and in many cases broadcasting the recordings on the internet or through social media pages. The Police Department lobby is, of course, open to the public but the citizens making initial contact with Police Department staff in the lobby are sharing potentially sensitive information and have some expectation of privacy in this area.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There is no anticipated fiscal impact to the City from the adoption of this Ordinance.

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

It is currently settled law that there is a right under the First Amendment to record the activities of public officials on public property. Generally speaking, both public officials and private citizens do not have any expectation of privacy when they are in areas open to the general public. Visitors to the DeLand Police Department lobby are currently met by an employee behind a bullet proof glass window in the lobby. It is necessary for these citizens to provide some initial information about why they are at the Police Department to the Police Department employee so that the employee can either summon a detective or other uniformed officer

to take the citizen to a private area for more detailed report taking or provide the citizen with information about other resources, answer questions, etc. Given the potentially sensitive nature of the information, citizens have a reasonable expectation of some level of privacy, and certainly an expectation that they will not be video/audio recorded by other citizens while sharing this information. Adopting a policy prohibiting the video and/or audio recording in the lobby of the DeLand Police Department is a legitimate time, place and manner restriction on established First Amendment rights which will fairly protect the privacy rights of citizens sharing potentially sensitive information with members of the DeLand Police Department.

The City Commission adopted a policy resolution on this subject and the Police Department posted appropriate and clearly visible signage advising the public that audio or video recording in the Police Department lobby. The Police Department would like to have the City Commission adopt an ordinance expressly prohibiting this activity and providing penalties for violations.

Case law has made it clear that ordinances incorporating bans on video and audio recording in the "working areas" of publicly owned buildings, to include police departments and city administration buildings, are constitutionally permissible and enforceable (this would not apply in a City Commission meeting where such recordings must be allowed).

ORDINANCE NO. 2025 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING CHAPTER 21 “OFFENSES” OF THE CODE OF ORDINANCES OF THE CITY OF DELAND BY ADOPTING A NEW SECTION 21-12.3, TO MAKE IT UNLAWFUL TO VIDEOTAPE OR AUDIOTAPE IN THE POLICE DEPARTMENT LOBBY; AND BY PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, given the relative ease with which video and audio recordings can now be made (just about every smartphone can produce a reasonably high quality video recording), a phenomenon has developed in recent years in which people make video (and audio) recordings of public employees in public spaces under the auspices of “First Amendment auditing”; and

WHEREAS, it is currently settled law that there is a right under the First Amendment to record the activities of public officials on public property (see the case of *Smith v. City of Cumming*, 212 F.3d 1332 (11th Cir. 2000)); and

WHEREAS, it is also well settled that restrictions those portions of publicly owned buildings, such as the lobby of the DeLand Police Department, which are considered a limited public forums, are permissible so long as they are reasonable and viewpoint neutral (see the case of *Sheets v. City of Punta Gorda, Florida*, 415 F. Supp. 3d 1115 (M.D. Fla. 2019) and *Sheets v. Jimenez*, No. 2:24-CV-704-SPC-KCD, 2024 WL 5090058, (M.D. Fla. Dec. 12, 2024)); and

WHEREAS, the lobby of the DeLand Police Department is open to the public and, like many police departments, it is equipped with a bullet-proof window behind which a uniformed or civilian employee works for the purpose of interacting with citizens who need to, or at least believe that they may need to, engage with law enforcement for various purposes including but not limited to reporting crimes, seeking or providing information, and accessing resources; and

WHEREAS, it is necessary for these citizens to provide some initial information about why they are at the police department to the Police Department employee so that the employee can either summon a detective or other uniformed officer to take the citizen to a private area for more detailed report taking or provide the citizen with information about other resources, answer questions, etc.; and

WHEREAS, oftentimes the citizen speaking with the Police Department employee at the window in the lobby will share information which is sensitive or private in nature and such persons would have some expectation of privacy in reporting this information; and

WHEREAS, given the nature of the information being shared by citizens in the Police Department lobby, coupled with citizens' obvious and reasonable expectation of some level of privacy in this situation, it is absolutely inappropriate for another member of the public in the lobby to video or audio record such conversations; and

WHEREAS, the City Commission finds that adoption of the policy prohibiting the video and/or audio recording in the lobby of the DeLand Police Department is in the best interest of the health and welfare of the citizens of the City of DeLand and that it will protect legitimate First Amendment rights and at the same time be a legitimate time, place and manner restriction on such rights which will fairly protect the privacy rights of citizens sharing potentially sensitive information with members of the DeLand Police Department; and

WHEREAS, the City Commission finds that the adoption of this Ordinance protects the health, safety and welfare of the public; and

WHEREAS, the City Commission recently adopted Resolution Number 2024-31 which set a policy of not allowing video and audio recording in the Police Department lobby for the same reasons as set forth in this Ordinance but the City Commission has determined to adopt this policy as law by way of this Ordinance, and Resolution Number 2024-31 will be deemed cancelled as of the effective date of this Ordinance.

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

Section 1. Legislative Findings and Intent. The City Commission of the City of DeLand hereby adopts and incorporates into this Ordinance the recital (whereas clause) to this Ordinance and the City staff report relating to this Ordinance.

Section 2. Amendment to Chapter 21, Offenses. A new Section 21-12.3 of *the Code of Ordinances of the City of DeLand, Florida*, is hereby adopted to read, in full, as follows:

Sec. 21-12.3 – Video and audio taping in Police Department lobby prohibited; penalty.

- (a) No person shall videotape or audio record within the lobby of the DeLand Police Department with the exception of law enforcement personnel conducting official business.
- (b) Nothing in this Section shall be deemed to prevent a City of DeLand police officer from issuing a trespass warning to any person found violating this Ordinance.
- (c) A violation of this ordinance shall be deemed a misdemeanor, punishable as provided in section 1-6 of the Code of Ordinances of the City of DeLand.

Section 3. Savings. The prior actions of the City of DeLand relating to enforcing the prohibition against video and audio recording in the Police Department lobby, as well as any and all related matters, are hereby ratified and affirmed.

Section 4. Conflicts. All Ordinances or parts of Ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed.

Section 5. Severability. If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

Section 6. Codification; Direction to Code Codifier and City Staff; Correction of Scrivener's Errors.

(a). The provisions of Section 2 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 3 through 6 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.

PASSED AND DULY ADOPTED this __ day of December, 2025.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy, City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney

CITY OF DELAND
Request for Commission Action
December 1, 2025

SUBJECT: Discussion re Citizen Advisory Board Appointment Process.

DEPARTMENT: City Clerk

PREPARED BY:

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, November 24, 2025

SUMMARY/HIGHLIGHT:

At its August 4, 2025 meeting, the City Commission discussed the Citizen Advisory Board appointment process and requested that staff bring this item back for discussion. Attached to this agenda item is Resolution No. 1990-52, which sets forth the City's policy regarding board appointments; however, it does not specify the exact means by which the City Commission shall make appointments. For many years, the City Commission has used a numerical ranking process to make appointments in the event there is more than one applicant for any open seat.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the City Commission discuss the board appointment policy and provide guidance on any procedural changes they would like incorporated into an updated board policy resolution.

BACKGROUND/DISCUSSION:

The following information is provided as a reminder and is not intended in any way to limit the Commission's discussion of this topic. When this matter was discussed informally at a prior City Commission meeting, the following were some of the issues that were raised:

- term limits for board appointees
- attendance at commission meetings by applicants (at least when there are more applicants than positions available)
- including reappointment of sitting board members in the ranking / appointment process

- requiring sitting board members to fill out new applications