



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

AGENDA

CALL TO ORDER

INVOCATION-Pastor Mark Britner, First Church DeLand

PLEDGE OF ALLEGIANCE

ROLL CALL

CONSENT AGENDA

1. Consideration re Task Order Assignment, Reclaim Water Main Extension Phase 7 Design Services.

Staff recommends that the City Commission approve the subject task order with Mead & Hunt to provide design and bidding services for the Reclaim Water Main Extension Phase #7 project.

2. Consideration re Contract for Clinic Operations and Management with Florida Health Care Plans.

Staff recommend the Commission approve this agreement.

3. Consideration re Water Tank Maintenance Contracts Notice of Termination.

It is recommended that the City Commission approve the cancellation of both the Water Plant #2 and Water Plant #4 Elevated Contract Maintenance agreement per signature of at least three City Commissioners.

4. Resolution Approving Carryforward for FY 2025-2026 Budget Amendment.

Presentation of the carryover budget amendment for FY 2025/2026, recognizing items carried over from FY 2024/2025.

5. Consideration re Task Order Assignment, SA-HMW CW SRF Loan Application and Facility Revision and Updates.

Staff recommends that the City Commission approve the subject task order with Mead & Hunt to provide design and bidding services for the SA-HMW CW SRF Loan Application and Facility Revision and Updates project.

6. Consideration re Design and Bidding Services for Lift Station # 10 Relocation.

Staff recommends that the City Commission authorize Mead & Hunt to perform engineering and related professional services in connection with the Lift Station #10 Relocation Project.

7. Resolution Approving the Florida Department of Environmental Protection Grant Agreement #QG019, for the East Regional Force Main Project.

Staff recommends that the City Commission approve the Standard Grant Agreement # QG019 between the State of Florida Department of Environmental Protection and the City of DeLand for the East Regional Force Main project.

8. Resolution Approving Locally Funded Agreement (LFA), with Florida Department of Transportation Roundabout Center Feature Construction Located at Kepler Road and State Road 44.

Staff recommends that the City Commission approve the agreement with FDOT related to the construction of one roundabout Entry Sign/Feature.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

OLD BUSINESS

1. Second Reading of Ordinance No. 2025-27, Changing the Zoning for Approximately 7.35 Acres of Property, Located on South Woodland Boulevard from Mainstreet Townhomes PD to C-2 (General Commercial). First Reading 11-17-25.

This is a request to rezone 7.35 acres of property from Mainstreet Townhomes PD, to C-2 (General Commercial).

NEW BUSINESS

1. First Reading of Ordinance Approving a Second Amendment to the DeLand Tech Park PD to Allow for One Additional Use, for Property Located on the South Side of Cassadaga Road, West of Interstate 4.

This is a request for a second amendment to the DeLand Tech Park PD.

2. First Reading of Ordinance Amending Chapter 33, Land Development Regulations Related To Subdivision Plat Approval.

First Reading of Ordinance Amending Land Development Regulations Related To Subdivision Plat Approval.

3. Consideration re Contract for Legal Services with Paul, Elkind Branz and Paul.

Consideration re Contract for Legal Services with Paul, Elkind Branz and Paul.

4. Resolution Approving the Removal of One (1) Historic Tree, Located in Victoria Hills Common Area along Martin Luther King Beltway.

The Applicant, Victoria Park Community Council Inc., has requested that one (1) historic tree located in the Victoria Hills Common Area be allowed to be removed.

5. Consideration re Change of Meeting Date, Dr. Martin Luther King, Jr. Holiday.

It is recommended that the City Commission reschedule the January 19, 2026, regular City Commission meeting for Wednesday, January 21, 2026.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

1. Announcement of Board Vacancies.

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
December 15, 2025

SUBJECT: Consideration re Task Order Assignment, Reclaim Water Main Extension Phase 7 Design Services.

DEPARTMENT: Utilities

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

ATTACHMENTS: Task Order Proposal DE Phase 7 RWM Extension

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

SUMMARY/HIGHLIGHT:

In the FY 25/26 budget, design of phase 7 Reclaimed Water Main (RWM) Extension project was approved. This project picks up where phase 6 left off, and includes the installation of approximately 1,200 LF of reuse transmission main and 5,500 LF of distribution mains to serve Phase #1 of the Mallory Square Subdivision and connect the River Chase Subdivision. The task order attached to this RCA includes a map of the proposed improvements.

The proposed task order encompasses design, bidding, and grant assistance. Historically, the city, with assistance from Mead & Hunt, has applied for and been awarded 30-50% grant assistance for all Reclaim projects.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

Facilities & Infrastructure.

FISCAL IMPACT:

This proposed task order, if approved, will result in an obligation of \$174,995.00. A utility line item was previously budgeted for \$210,000 for this effort.

RECOMMENDATION:

Staff recommends that the City Commission approve the subject task order with Mead & Hunt to provide design and bidding services for the Reclaim Water Main Extension Phase #7 project.

BACKGROUND/DISCUSSION:

This project will further our progress toward fulfilling the commitment that the City Commission made to the residents several years ago to provide reclaim to these newer subdivisions.



November 11, 2025

Jim Ailes
Utilities Director
City of DeLand
1101 S. Amelia Ave.
DeLand, FL 32724

Email: ailesj@deland.org

Subject: Phase 7 Reclaimed Water Main Extension

Dear Jim,

In accordance with your request, we are pleased to offer the enclosed engineering scope of services and fee estimate proposal for design, permitting, bidding, and funding assistance for the next phase of the City's reclaimed water retrofit and expansion program. The enclosed scope of services details specific tasks to be completed, schedule and estimated fees.

The proposed Phase 7 reclaimed water main extension project includes construction of approximately 1,200 LF of reuse transmission main and 5,500 LF of reclaimed distribution mains to serve the Mallory Square subdivision, see **Exhibit A**. This project represents the next phase of system reuse distribution system expansion and commitment to continuation of the Blue Spring MHL Compliance Strategy. The scope of services includes grant application assistance.

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

Sincerely,
MEAD & HUNT, Inc.

A blue ink signature of Brad T. Blais.

Brad T. Blais, PE
Vice President/Client Manager

A blue ink signature of Cassandra Cissell.

Cassandra "Casey" Cissell, PE
Project Manager

Enclosure Scope of Services
Exhibit A

cc: Whitney Zittle – City of DeLand

**CITY OF DELAND
SCOPE OF SERVICES
FOR
PHASE 7 RECLAIMED WATER MAIN EXTENSION**

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

PROJECT UNDERSTANDING

The City of DeLand desires to design Phase 7 of the reclaimed water system in the northwest quadrant of the reclaimed system. **Exhibit A** depicts the proposed reclaimed water main extension included in this scope of services. The proposed Phase 7 reclaimed water main extension project includes construction of approximately 1,200 LF of reuse transmission main and 5,500 LF of reclaimed distribution mains to serve the Mallory Square subdivision, see **Exhibit A**. This project represents the next phase of system reuse distribution system expansion and commitment to continuation of the Blue Spring MHL Compliance Strategy. The City has received 33-50% grant funding for all previous phases. The scope of services includes grant application assistance.

The design effort includes survey, geotechnical investigations, plan sheet preparation, and related activities as further defined within this scope of services.

SCOPE OF SERVICES

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

PHASE 1 – PROJECT MANAGEMENT

Project Kick-Off Meeting

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

Project Coordination

MEAD & HUNT'S Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated 12-month project duration. The PM will manage the development of project work and subconsultant efforts.

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary

PHASE 2 – DATA COLLECTION AND SITE RECONNAISSANCE

Utility Coordination

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

Site Reconnaissance

MEAD & HUNT will conduct one (1) site visit to verify existing conditions and collect photographic and other data collection needed for the design.

PHASE 3 – PROJECT DESIGN

Task 1 – 60% Design Development

Based on the Project Understanding section above, MEAD & HUNT will prepare 60% design level drawings and specifications. The OWNER's standard front-end contract documents will be used and coordinated with MEAD & HUNT's technical specifications.

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

Deliverables – 60% Design

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

Task 2 – 90% Design Development

Based on the OWNER's 60% review comments received, MEAD & HUNT will prepare revised design drawings and specifications to 90% design level completion. MEAD & HUNT will prepare an updated EOPCC based upon the 90% submittal documents.

The 90% submittal package will be prepared and upon completion of QA/QC, be submitted to the OWNER and permitting agencies for review and comment. The submittal will include the items shown in

the deliverable section below. It is assumed the OWNER will conduct their review in a two-week period. At the end of the OWNER's review period, MEAD & HUNT will schedule and attend a 90% design review meeting to review the OWNER's comments on the design drawings and specifications.

Deliverables – 90% Design

- 90% Design Drawings (electronic PDF format)
- 90% Specifications (electronic PDF format)
- 90% EOPCC (electronic PDF format)
- 90% Design Review Meeting Summary (electronic PDF format)

Task 3 – 100% Design Development

Based on the OWNER's 90% review comments received, MEAD & HUNT will prepare revised design drawings and specifications to 100% completion. MEAD & HUNT will prepare an updated EOPCC based upon the 100% submittal documents.

Upon completion of QA/QC, the 100% submittal package will be submitted to the OWNER. The submittal will include the items shown in the deliverable section below.

Deliverables – 100% Design

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

PHASE 4 – PERMITTING ASSISTANCE

MEAD & HUNT shall prepare and submit permit applications for the project as detailed below. All permit application fees will be paid by the OWNER. Other costs such as wetland/surface water mitigation, threatened and endangered species relocation, land leases, and other expenses resulting from permits will be paid by OWNER. Upon receipt of the permits, MEAD & HUNT will review the permits for accuracy and notify the OWNER and agency of any discrepancies found. OWNER will be responsible for agency required or recommended public noticing, if not provided by agency.

County Right-of-Way Use Permit

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the OWNER.

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

Deliverables – Permitting

- Final County Right-of-Way Permit application

PHASE 5 – BIDDING ASSISTANCE

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

Bidding and Contract Documents

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

Pre-Bid Meeting

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

Addenda

MEAD & HUNT will respond to potential bidders' questions during the bid period. MEAD & HUNT will prepare suggested responses and provide the OWNER with a draft addendum for review. This scope of services assumes one (1) addendum will be completed. The OWNER shall be responsible for distribution of addenda.

Bid Opening

MEAD & HUNT will attend the bid opening at the OWNER's facility. The OWNER will be responsible for receiving, opening, and recording the bids.

Bid Review and Recommendation of Award

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

imbalances and other disparities. Based on that review, MEAD & HUNT will submit to the OWNER the bid tabulation and a recommendation of award.

Deliverables – Bidding Services

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

PHASE 6 – SJRWMD COST SHARE GRANT ASSISTANCE

Mead & Hunt will prepare a grant application for the SJRWMD and FDEP cost share grant programs. The grant applications will include the following project specific information:

- Basic Information
- Project Information
- Project Cost Information

The following is a list of the anticipated attachments that MEAD & HUNT will either draft or create for this grant application:

- Location Map
- Cost Estimate
- Project Schedule
- Quantification of Benefits and Cost Effectiveness
- Application Cover Letter
- SJRWMD Application Checklist and Signature Page

MEAD & HUNT will submit a draft application to the OWNER for review and comments. The OWNER and MEAD & HUNT will conduct one (1) review meeting via teleconference to discuss the application, comments, and revisions. MEAD & HUNT will make the necessary revisions to the application and submit the final proposal to the OWNER for execution. Upon receipt of the signed application, MEAD & HUNT will submit the application package to SJRWMD in accordance with established guidelines and requirements. MEAD & HUNT will respond to requests for additional information (RAI's) pertaining to the cost share application package.

PHASE 7 – SUBCONSULTANTS AND REIMBURSABLES

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

Geotechnical – Soil borings and geotechnical evaluation will be performed by Bechtol Engineering and Testing, Inc.

Land Surveying – Certified design survey will be performed by Southeastern Surveying and Mapping Corporation (SSMC).

EXCLUSIONS

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

SCHEDULE

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

Phase/Task	Duration to Complete (calendar days)	Commencing Upon
<i>Phase 1 – Project Management</i>	<i>365 days</i>	<i>Receipt of notice to proceed</i>
<i>Kick-off Coordination</i>	<i>14 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 2 – Data Collection and Site Reconnaissance</i>	<i>60 days</i>	<i>Kick-off Meeting</i>
<i>Phase 3 – Project Design</i>		
<i>Task 1 – 60% Design</i>	<i>100 days</i>	<i>Receipt of Survey</i>
<i>Task 2 – 90% Design</i>	<i>70 days</i>	<i>60% review meeting/OWNER comments received</i>
<i>Task 3 – 100% Design</i>	<i>42 days</i>	<i>90% review meeting/OWNER comments received</i>
<i>Phase 4 – Permitting Assistance</i>	<i>60 days</i>	<i>OWNER approval of 90% deliverable</i>
<i>Phase 5 – Bidding Assistance Services</i>	<i>60 days</i>	<i>Receipt of OWNER Bid Information</i>
<i>Phase 6 – SJRWMD Cost Share Grant Assistance</i>	<i>60 days</i>	<i>SJRWMD Cost Share Portal Opens (concurrent with Phase 3)</i>

COMPENSATION

The not-to-exceed cost for this Scope of Services is \$174,995.

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
<i>Phase 1 – Project Management</i>	<i>\$7,681</i>	<i>Lump Sum</i>
<i>Phase 2– Data Collection and Site Reconnaissance</i>	<i>\$3,308</i>	<i>Lump Sum</i>
<i>Phase 3 – Project Design</i>		
<i>Task 1 – 60% Design</i>	<i>\$35,480</i>	<i>Lump Sum</i>
<i>Task 2 – 90% Design</i>	<i>\$21,766</i>	<i>Lump Sum</i>
<i>Task 3 – 100% Design</i>	<i>\$10,692</i>	<i>Lump Sum</i>
<i>Phase 4 – Permitting Assistance</i>	<i>\$4,964</i>	<i>Lump Sum</i>
<i>Phase 5 – Bidding Assistance</i>	<i>\$7,724</i>	<i>Lump Sum</i>
<i>Phase 6 – SJRWMD Cost Share Grant Assistance</i>	<i>\$10,880</i>	
<i>Subtotal</i>	<i>\$102,495</i>	
<i>Phase 7 – Subconsultants/Reimbursables</i>	<i>\$72,500</i>	<i>Actual cost +10%</i>
<i>TOTAL</i>	<i>\$174,995</i>	

Authorization

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of The City of DeLand and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services.

MEAD AND HUNT, INC.

Approved by: MEAD AND HUNT, INC.

By: Cassandra Cissell
Author/Submitter

By: Brad T. Blais
Authorized Signer Review

Name: Cassandra "Casey" Cissell

Name: Brad T. Blais

Title: Project Manager

Title: Vice President/Market Leader

Date: November 11, 2025

Date: November 11, 2025

Accepted by: CITY OF DELAND

By: _____
The above person is authorized to sign for the Owner and bind the Owner to the terms hereof.

Name: _____

Title: _____

Date: _____

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

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



These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and held harmless from all claims, damages, liabilities, losses, and expenses, including attorneys' fees and costs, arising out of such misuse or reuse of the documents. Any other use or reuse by owner or by others will be at owner's sole risk and without liability or legal exposure to Mead & Hunt. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

City of DeLand Phase 7 Reclaimed Water Main Extension

Exhibit A

CITY OF DELAND
Request for Commission Action
December 15, 2025

SUBJECT: Consideration re Contract for Clinic Operations and Management with Florida Health Care Plans.

DEPARTMENT: Human Resources

PREPARED BY: Jeremy Wiggins, HR Director

ATTACHMENTS: City of Deland and FHCP - Agreement for Services at Onsite Employer Clinic NOT FULLY EXECUTED

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

SUMMARY/HIGHLIGHT:

The City has selected Florida Health Care Plans to be the next provider to manage operations of the employee health clinic. Florida Health Care Plans has a proven track record of managing clinics and focusing on providing positive health outcomes for patients while providing the highest level of customer service. In negotiating with Florida Health Care Plans to operate the clinic City staff was able to secure a higher level of service through the City's employee health clinic and Florida Health Care Plans Extended Hours Care Centers, at a price that is budget neutral on a recurring basis. Highlights of the contract with Florida Health Care Plans include:

- Increased operating hours for the City health clinic to 36 hours per week from the current level of 32 hours
- All 36 hours of operation will be staffed by a medical provider, an APRN, increased from only 28 hours of provider staffing in the current contract
- Dedicated staff (1 APRN and 2 CMAs) that will create consistency in treatment, compared to a rotating staff (1 MD, 2 APRNs, 4 CMAs) under the current contract
- Services offered at the employee health clinic will include pre-employment physicals, preventative care, acute care, lab work, and pharmacy for acute conditions for permanent full-time, part-time, and retirees pay for health insurance through the City's health insurance.
- Florida Health Care Plans' Extended Hours Care Clinics will provide initial worker's compensation assessment and treatment for non-emergent injuries, as well as pharmacy for preventative conditions.

Florida Health Care Plans is able to operate the employee health clinic for a lower total annual cost.

	Florida Health Care Plans	Current Provider
Payroll Costs	\$329,275	\$350,000
Administrative Fees	\$120,000	\$110,000
Medical Supply Costs	As Pass Through	As Pass Through
Total Annual Costs	\$449,275 + Medical Supplies	\$460,000 + Medical Supplies

In the first year of the contract with Florida Health Care Plans there will be a one-time implementation fee of \$23,313.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The costs for the Employee Health Clinic are consistent with the budget already in place for FY 2025/26.

RECOMMENDATION:

Staff recommends approval of the Agreement with Florida Health Care Plans.

BACKGROUND/DISCUSSION:

The City of DeLand has operated an employee health clinic for the past 15 years as a means to promote employee access to high-quality, affordable preventative care, efficient and effective acute care for personal and work-related illnesses and injuries, and to streamline pre-employment physicals to reduce the time to on-board prospective employees. City employees, both tenured and new, have celebrated the clinic as a robust benefit offering that became the source of primary medical care to many.

Beyond providing high quality medical services, the primary goal of operating an employee health clinic was to curb the rising costs of health insurance in a turbulent market. Over the years of the employee health clinic's operations, the City has been able to see lower health insurance renewal costs, including several years when the renewal came in at a flat rate. However, the past two years have seen large increases of nearly 10%, leading City staff to begin to look at additional steps that can be taken in the clinic operation to prevent large increases in the future.

Over the past 12 months, there have been substantial changes in the operations of the employee health clinic by the current vendor which have had negative impacts on employee' care experiences and utilization. In early 2024, the trend for appointment capacity utilization in the employee health clinic was consistently in the 90th percentile. Beginning in the fall of 2024, utilization fell consistently into the 80th percentile, and dropped to the 70th and 60th percentile in early to mid 2025. When City staff discussed employee experiences at the employee health clinic to ascertain the reason for the decline in employee utilization of the clinic, employees cited diminished quality in medical services and customer service received. City staff held multiple meetings with the managing partner of the city health clinic to establish expectations for care from the employee health clinic and necessary areas of improvement. As the expectations and standards were not met, it became apparent by late summer of 2025 that it would be in the City's best interest to find a new managing partner for the employee health clinic.

The City of DeLand has a strong collaborative relationship with Florida Health Care Plans (FHCP) as the City's health insurance provider for several years. FHCP has owned and operated several member-only clinics that have been available to City employees. Given FHCP's proven success in operating health clinics City staff entered discussion with FHCP to see if there would be an interest in FHCP taking over operations and management of the employee health clinic.

After discussion and negotiations, city staff and FHCP were able to create a model for the employee health clinic that will improve customer service back to the level that the city and employees expect, while providing medical services and outcomes, while allowing for cost savings by integrating the employee clinic and the City's health insurance plan.

AGREEMENT FOR SERVICES AT ONSITE EMPLOYER CLINIC

This Agreement For Services at Onsite Employer Clinic ("Agreement") is made and entered into on January 12, 2026 ("Effective Date") by and between City of DeLand, a Florida municipal corporation, ("Employer") with a mailing address of 120 South Florida Avenue, DeLand, FL 32720 and Florida Health Care Plan, Inc. ("FHCP") with its principal place of business at 2450 Mason Avenue, Daytona Beach, FL 32114. Employer and FHCP may be referred to herein individually as a "Party" and collectively as the "Parties".

ARTICLE I: PURPOSE

WHEREAS, Employer desires to have FHCP furnish medical services and otherwise operate Employer's existing onsite employee health clinic at the premises stated herein (the "Clinic") for the benefit of Eligible Patients, as defined herein.

WHEREAS, FHCP is duly licensed and qualified to furnish medical services and desires to operate the Clinic.

WHEREAS, FHCP agrees to render such medical services and operate the Clinic in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration the parties agree to as follows:

ARTICLE II: SCOPE OF SERVICES

2.1 **Services.** FHCP shall furnish medical and related health services at the Clinic for Eligible Patients, as follows (Collectively referred to as "Services"):

2.1.1 General primary care services; health risk assessments; wellness examinations; evaluation and treatment of minor illness and injury; annual physicals; lab draws; post visit follow up care; and monitoring of chronic health conditions;

2.1.2 Preventive health services, including screenings, immunizations, and health education programs;

2.1.3 Occupational health services, including non-workers compensation injury evaluations (i.e. stitches, initial injury evaluations, etc.), and regulatory compliance examinations, as required by law except as otherwise stated. Eligible Patients (as defined below) needing standard pre-employment physicals/assessments will be seen at no additional charge at the Clinic. For purposes of clarity, standard pre-employment

physicals/assessments required by law enforcement and fire safety personnel shall be included in this Agreement. Any services not available at this Clinic are specifically excluded (ie. Range of motion exams and imaging). Worker's compensation assessments are specifically excluded from this Agreement.

2.1.4 **Bio-hazardous Waste.** FHCP shall handle and dispose of infectious and biohazardous waste generated in the operation of the Clinic and rendering of Services in accordance with applicable laws and regulations.

2.2 **Medication.** FHCP shall dispense those Medications, as stated in Exhibit A, to Eligible Patients and in accordance with applicable law. Exhibit A may be modified from time to time based upon mutual written agreement.

2.3 **Exclusions.** FHCP shall not be obligated to provide services outside the agreed scope unless otherwise documented in a written amendment executed by both Parties.

2.4 **Definition of "Eligible Patients".** "Eligible Patients" shall be those individuals entitled to receive Services at Clinic by FHCP. Employer shall provide a list of Eligible Patients in a manner mutually agreeable. For purposes of this Agreement, "Eligible Patients" shall include:

2.4.1 Full and part time active employees regardless if they are covered under the Employer's sponsored group health coverage.

2.4.2 Dependents of full and part time employees only if such dependents are covered under the Employer sponsored group health coverage.

2.4.3 Retirees if covered under the Employer sponsored health retiree coverage.

2.5 **Independent Clinical Judgement.** Notwithstanding anything to the contrary contained in this Agreement, FHCP retains full and free discretion to, and shall, exercise its independent professional clinical judgment with respect to clinical services and medications rendered and dispensed under this Agreement. Nothing in this Agreement shall be construed to influence, limit, or affect a clinician's independent judgment with respect to the provision of clinical services. Employer acknowledges and agrees that it will not direct or attempt to direct any clinician's independent judgment with respect to the provision of clinical services or care at the Clinic. Any violation of this Section shall be considered a material breach of this Agreement and FHCP reserves the right to terminate this Agreement pursuant to the remedies set forth herein.

ARTICLE III: CLINIC OPERATIONS

3.1 **Premises.** Employer shall furnish exclusive access to FHCP suitable space, utilities, furniture, and administrative support for the operation of the Clinic at the address of 750 West Plymouth Avenue, DeLand, Florida 32720 of one thousand nine hundred fifty (1,950) square feet. Employer shall obtain any approvals necessary, from Landlord and otherwise, for FHCP to occupy Premises

- 3.1.1 FHCP has inspected the Premises and accepts them in their present condition without modifications.
- 3.1.2 Employer shall be solely responsible for any required updates, upgrades, replacement to infrastructure, systems, or medical equipment as may be necessary, as determined by FHCP, to perform the Services. Such additional costs shall be owed to FHCP pursuant to Section 4.3 herein.
- 3.2 **Premise Compliance.** Employer shall ensure that Premises meets all applicable federal, state, and local laws, regulations, rules, and codes related to, including but not limited to zoning, land use, and land development ordinances, occupancy rules, and building and construction codes.
- 3.3 **Maintenance and Repairs of Premises.** Employer shall be responsible for the timely maintenance and repair of the Premises, including but not limited to: heating, ventilation, and air conditioning (HVAC) systems; structural elements; plumbing systems, including fixtures and appliances; electrical systems, including lighting and outlets; roof leaks and structural integrity; walls, floors, and ceilings; doors and windows; appliances and equipment (except those that are explicitly FHCP's responsibility); landscaping and yard maintenance; pest control and extermination; janitorial services; trash and debris removal; any other systems or components of the Premises.
- 3.4 **Warranty of Habitability.** Employer acknowledges and warrants that throughout the Term, the Premises shall remain in good condition and habitable.
- 3.5 **Staffing.** FHCP shall staff the Clinic with the following duly licensed and qualified healthcare professionals to perform Services:
 - 3.5.1 The staffing for the Clinic shall be:
 - 3.5.1.1 Two (2) Certified Medical Assistant / Licensed Practical Nurse.
 - 3.5.1.2 One (1) Advanced Registered Nurse Practitioner
 - 3.5.2 **Changes to Staffing.** Any changes to the staffing herein shall require an amendment to this Agreement along with an adjustment to pricing at the then market rates.
 - 3.5.3 FHCP is solely responsible for the hiring, orientation, training, and management of all FHCP employees at the Clinic.

3.6 **Days and Hours of Operation.** The Clinic shall be open and staffed for thirty-six (36) hours per week during the following days. Clinic shall be closed for lunch from 12pm to 1pm. Adjustments may be made only with the prior written consent of both Parties. Any changes to the below shall require an amendment to this Agreement signed by the Parties;

Monday :	8am – 5pm
Tuesday:	8am – 5pm
Wednesday:	8am – 5pm
Thursday:	8am – 5pm
Friday:	8am – 12pm

3.7 **Holidays.** Clinic shall not be open or staffed for the following holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve, and Christmas Day. Further, this Clinic shall be closed on those days that other FHCP locations are closed in the county in which the Clinic is located due to inclement weather.

3.8 **Medical Records Custodian.** FHCP shall serve as the custodian of medical records created at the Clinic during the Term of this Agreement. FHCP, while the custodian of medical records shall abide by all local, state, and federal requirements for such record retention during the Term of this Agreement. Employer acknowledges that FHCP will provide copies of medical records to any third-party requestor (with the appropriate executed release from the employee/patient, court order as applicable, or as provided by applicable law). The below shall control the retention and/or release and delivery of medical records or data upon termination of the Agreement and Employer's written request.

ARTICLE IV: COMPENSATION

4.1 **Administrative Fee.** As compensation for Services, Employer shall pay to FHCP an Administrative Fee as stated in Exhibit B : Compensation, attached hereto and incorporated herein.

4.1.1 Annual Fee Adjustment. Administrative fees shall automatically increase annually by the greater of (a) five percent (5%) or (b) the increase in the Consumer Price Index (CPI-U).

4.2 **Staffing Fee.** As compensation for the Staffing provided in Section 3.5 herein, Employer shall pay to FHCP a Staffing Fee of which an annual estimated amount is as stated in Exhibit B : Compensation. Any changes to staffing including but not limited to roles of staff, licensure, hours, compensation or benefits provided to staff, or days shall result in a pricing adjustment at the then market rates. Actual Staffing Fee's shall be invoiced on a monthly basis.

4.3 **Direct Costs.** Employer shall reimburse FHCP for direct costs associated with and/or incurred in the operation of the Clinic including but not limited to:

- 4.3.1 Medical supplies.
- 4.3.2 Laboratory testing supplies.
- 4.3.3 Laboratory testing and reading fees.
- 4.3.4 Office supplies.
- 4.3.5 Technology Fees not to exceed SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$7,500.00) per year except as otherwise agreed in writing. For purposes of this Agreement, Technology Fees shall include but not be limited to hardware, equipment, supplies, and software licenses.
- 4.3.6 Medications.
- 4.4 **Payment Terms:** For all amounts owed herein, Employer shall pay the invoice within thirty (30) days from the date of receipt of invoice. A late payment fee of three percent (3%) per month or the maximum permitted by law, whichever is higher, will be applied to any outstanding balance after the due date. Parties acknowledge and agree that Employer is tax exempt. Employer shall provide documentation as necessary to verify tax exempt status.
- 4.5 **Offset.** Such amounts owed herein shall not be subject to any offset.
- 4.6 **Additional Services.** Any services outside the scope of this Agreement shall be subject to a separate written agreement executed by the Parties.
- 4.7 **Billing for FHCP Services.** FHCP shall not bill for nor otherwise receive any reimbursement for the Services provided at the Clinic other than as expressly provided for in this Agreement.

ARTICLE V: COMPLIANCE

- 5.1 **Confidentiality of Records.** FHCP shall maintain all employee health information in strict compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended, applicable state privacy laws, and applicable professional standards of confidentiality.
- 5.2 **Employer Access.** Employer shall not have access to any individually identifiable health information of employees except as expressly authorized by law or by the written consent of the employee. FHCP may furnish Employer with aggregated and de-identified data for purposes of wellness program evaluation.
- 5.3 **Regulatory Compliance.** Both parties shall comply with all federal, state, and local statutes, rules, and regulations governing the provision of medical services, including but not

limited to HIPAA, the Americans with Disabilities Act (ADA), the Occupational Safety and Health Act (OSHA), and applicable state medical practice acts.

ARTICLE VI: INSURANCE, INDEMNIFICATION, LIMITATION OF LIABILITY, & WARRANTY

6.1 **Professional Insurance.** FHCP shall, at its sole cost and expense, maintain professional liability insurance in coverage amounts of at least the statutory minimums.

6.2 **Employer Insurance.** Employer shall provide FHCP with a certificate of insurance evidencing Employer's insurance coverage or self-insurance in accordance with Florida law regarding local governmental entities..

6.3 **Indemnification.** Employer shall indemnify and hold FHCP harmless from all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to this Agreement, the use premises, Employer's employees, or Employer-furnished equipment. This contractual obligation for indemnification is limited to the same amounts as set forth in Section 768.28, Florida Statutes, related to the limited waiver of sovereign immunity, as the same may be amended from time to time.

6.4 **LIMITATION OF LIABILITY.** IN NO EVENT SHALL FHCP BE LIABLE TO EMPLOYER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY, OR ANY OTHER LEGAL THEORY, FOR LOST PROFITS OR LOST STORED, TRANSMITTED, OR RECORDED DATA, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WITH RESPECT TO ANY MATTERS RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. FHCP'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL ADMINISTRATIVE FEES PAID BY EMPLOYER TO FHCP IN THE PRECEDING THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT LIABILITY ARISES. IN NO EVENT SHALL FHCP BE LIABLE FOR INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

6.5 **DISCLAIMER OF WARRANTIES.** EMPLOYER ACKNOWLEDGES AND AGREES THAT NON MEDICAL SERVICES AND DELIVERABLES PROVIDED BY FHCP IN ACCORDANCE WITH THIS AGREEMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FHCP DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO: IMPLIED WARRANTIES OF MERCHANTABILITY; IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE; IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. FHCP DOES NOT WARRANT THAT THE SERVICES, DELIVERABLES, AND OPERATION OF CLINIC PROVIDED HEREIN WILL

MEET EMPLOYER'S REQUIREMENTS, OR THAT THE OPERATION OF THE SERVICES, DELIVERABLES, AND CLINIC WILL BE UNINTERRUPTED OR ERROR-FREE.

ARTICLE VII: TERM AND TERMINATION

7.1 **Initial Term.** This Agreement shall commence on the Effective Date and shall remain in effect for an initial term of three (3) years, unless earlier terminated in accordance with this Agreement ("Initial Term"). Thereafter, this Agreement shall automatically renew for successive one-year term(s) ("Renewal Term") unless either Party provides written notice of non-renewal at least one hundred twenty (120) days prior to expiration of the then-current term. Initial Term and Renewal Term shall be collectively referred to as "Term".

7.2 **Termination for Convenience.** After the first (1st) year, either Party may terminate this Agreement without cause upon one hundred twenty (120) days' prior written notice. In the event, the group health insurance offered by FHCP to Employer is terminated for any reason, this Agreement shall also be co-terminus.

7.3 **Termination for Cause.** Either Party may terminate this Agreement for a material breach by the other Party that remains uncured thirty (30) days after written notice thereof specifying grounds for breach. Examples of material breaches include but are not limited to;

7.3.1 Failure to timely pay owed amounts.

7.3.2 The loss, suspension, or revocation of FHCP's professional license or authority to render medical services;

7.3.3 The violation of any applicable law or regulation in connection with the performance of this Agreement.

7.4 **Effect of Termination.** Except as otherwise provided in this Section, all rights and obligations of the parties under this Agreement shall immediately terminate, and neither party shall have any further obligations or liabilities to the other, except for those that have accrued prior to the effective date of termination. Upon termination, each party shall promptly return to the other all property, including but not limited to documents, materials, data, and equipment, that belongs to the other party. All outstanding amounts due and payable by Employer to the other under this Agreement shall be paid within five (5) of the effective date of termination. FHCP shall make arrangements in accordance with applicable law for the transfer of the medical records to a new medical provider at the Clinic or other appropriate health care provider(s).

ARTICLE VIII: RELATIONSHIP OF THE PARTIES

8.1 **Independent Contractor.** FHCP and its personnel are independent contractors and not employees, agents, partners, or joint venturers of Employer. Nothing contained herein shall be deemed to create any relationship other than that of independent contractors.

ARTICLE IX: GENERAL PROVISIONS

9.1 **Notices.** All notices under this Agreement shall be in writing and delivered by hand, certified mail (return receipt requested), or recognized overnight courier, to the following addresses set forth, or such other address as may be designated by written notice.

9.1.1 If to Employer

Attn: Human Resources Director
120 S. Florida Avenue
DeLand, FL 32720

9.1.2 If to FHCP

Attn: CEO/President
Florida Health Care Plans
2450 Mason Avenue
Daytona Beach, FL 32114

With a copy to

Attn: FHCP Legal
Florida Health Care Plans
2450 Mason Avenue
Daytona Beach, FL 32114

9.2 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, or representations, whether oral or written.

9.3 **Amendments.** This Agreement may be amended only in writing and executed by authorized representatives of both Parties.

9.4 **Severability.** If any provision, or portions of provisions, of this Agreement is held invalid, illegal, or unenforceable, the remainder of this Agreement shall remain in full force and effect and binding on the parties.

9.5 **Captions.** Any captions to or headings of the articles or sections of this Agreement are solely for the convenience of the parties and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

9.6 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

9.7 **Waiver.** Any waiver of any of the terms and conditions hereof must be in writing, and signed by each of the parties hereto. A waiver of any term or condition of this Agreement in any single instance shall not be construed, unless expressly so provided in such waiver, as a waiver of such term or condition in any other circumstance nor as a waiver of any other term or and condition hereof.

9.8 **Legislative Modification.** Each party acknowledges that it has entered into this Agreement without intent to violate such laws relating to kickbacks, rebates, payments for referrals, private inurement, inducement for referrals, and the unauthorized practice of medicine and believes that this Agreement does not violate such laws. If any federal or state law or regulation is interpreted by judicial decision, regulatory action or a party's legal counsel in a manner that indicates that this Agreement may be in violation of such law or regulation, the parties shall work in good faith to amend this Agreement as necessary to comply with such law or regulation.

9.8.1 FHCP shall have the right to increase its fees in the event that;

9.8.1.1 Any federal, state, or local law, rule, regulation, or interpretation thereof at any time during the Term of this Agreement prohibits, restricts, or in any way materially changes the method or amount of reimbursement or payment for Services or the ability to render Services or dispense Medications under this Agreement, then this Agreement shall, in good faith, be amended by the parties to provide for payment of compensation in a manner consistent with any such prohibition, restriction, or limitation;

9.8.1.2 With respect to any law, rule, regulation, or interpretation thereof which results in a material increase in the cost of Services provided by FHCP hereunder. With respect to any other prohibition, restriction, or change that causes this Agreement to be impermissible or materially different in its effect than contemplated herein, the parties hereto will, in good faith, negotiate and amend this Agreement to cause their relationship to be as consistent as possible with that which is created herein; if this Agreement is not so amended in writing prior to the effective date of said prohibition, restriction, or change, either party may terminate this Agreement upon advance written notice to the other party.

9.9 **Agreement Structure.** This Agreement is the result of an arm's length negotiation between the parties. The parties further acknowledge that any questions of doubtful or unclear interpretations are not to be resolved by any rule or interpretation against the drafters, and that each party has participated in drafting this Agreement. Accordingly, this Agreement is to be construed without regard to the party or parties responsible for its drafting or preparation.

9.10 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict-of-law principles. Venue shall be the state and federal courts of Volusia County, Florida. Each Party hereby irrevocably submits to the jurisdiction of such courts and waives any objection based on improper venue or forum.

9.11 **Dispute Resolution.**

9.11.1 **Good Faith Negotiation.** In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach thereof (a “Dispute”), the Parties shall first attempt in good faith to resolve the Dispute by negotiation between senior executives of the Parties.

9.11.2 **Mediation.** If the Dispute has not been resolved within thirty (30) days after written notice of the Dispute, either Party may request that the matter be submitted to non-binding mediation conducted by a mutually acceptable mediator in Volusia County, Florida. The costs of mediation shall be shared equally by the Parties.

9.12 **Costs and Attorneys’ Fees.** The prevailing Party in any legal proceeding arising under this Agreement shall be entitled to recover its costs and reasonable attorneys’ fees and costs from the non-prevailing Party.

9.13 **Force Majeure.** Neither Party shall be liable or deemed in default for failure to perform any obligation under this Agreement if such failure is caused by acts, events, or circumstances beyond its reasonable control, including but not limited to natural disasters, pandemics, epidemics, public health emergencies, acts of terrorism, war, civil disturbances, labor disputes, governmental orders or restrictions, supply shortages, or failure of utilities

9.14 **Assignment.** No assignment by a party of this Agreement or of any of its rights or obligations under this Agreement will be binding on the other party without prior written consent of the non-assigning party which shall not be unreasonably withheld, delayed, or conditioned.

9.15 **Representations and Warranties.** Each of the parties hereto acknowledges and agrees that (i) no representation or warranties not expressly contained in this Agreement has been made by the other party or by any agent, employee, representative or attorney for such party; and (ii) this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, express or implied, other than as are specifically and expressly set forth herein.

9.16 **No Third Party Beneficiary.** Except as otherwise provided by law or as specifically agreed by any person against whom a claim for payment may be asserted, the obligations of a party hereunder shall be solely those of such party, and shall not be deemed or construed to create any obligation or liability on the part of any director, officer, shareholder or employee of such party, any other individual or any other entity or organization.

9.17 Confidential Information. FHCP and Employer each acknowledge that it may from time to time be provided with or have access to the other party's valuable confidential, proprietary and trade secret information in connection with performance of this Agreement. "Confidential Information" means information provided to the receiving party by the disclosing party, or by any third party under an obligation of confidentiality to the disclosing party, or that is otherwise obtained or accessed by the receiving party, that is marked as confidential or proprietary, or is disclosed under circumstances that would lead a reasonable person to understand that the information is confidential or proprietary, or is otherwise not known to the general public including any information, marked or unmarked which is viewed by or disclosed. Confidential information may include, but is not limited to, current or future, original, copies, and derivatives of: (a) information, know-how, techniques, methods, information, concepts, ideas, development tools or kits, emulator boards, development specifications, physical model prototype mechanism, or trade secrets, (b) patent applications and information related thereto, (c) any business, marketing, customer, member, vendor or sales information, (d) any information relating to development, design, operation, or manufacturing, technology infrastructure, (e) any actual or perceived deficiencies in any of disclosing party's operations, processes, procedures, techniques or methods, (f) any information that is received from others that the disclosing party is obligated to keep confidential, (g) passwords or other access or security codes necessary to access or use secure websites, newsgroups, developer conferences or similar collaborative or teaching sessions and any information contained therein and (h) the business terms and conditions of this Agreement and any communications related thereto. Confidential Information may be disclosed in digital, paper, or electronic format, in writing, orally, visually, or in the form of drawings, technical specifications, or other tangible items which contain or manifest, in any form, the Confidential Information.

9.17.1 Confidential Information does not include information that:

- 9.17.1.1 Is or becomes generally available to the public without unauthorized disclosure;
- 9.17.1.2 Is received by the receiving party from a third party without restriction against disclosure;
- 9.17.1.3 Was known to the receiving party without restriction prior to disclosure;
- 9.17.1.4 Is independently developed by the receiving party without use of the disclosing party's confidential information; or
- 9.17.1.5 Is disclosed pursuant to any legal requirement or order, provided that the receiving party, to the extent not prohibited by applicable law, gives prompt notice to the disclosing party of such requirement or order, and shall cooperate in any effort to comply with or, if applicable, to contest such order or requirement, in each case at the disclosing party's expense.

9.17.2 The receiving party shall limit use of Confidential Information for the sole purpose of performing the Services under this Agreement. The parties shall limit access to and disclosure of the disclosing party's Confidential Information only to those employees, contractors, or agents of the receiving party, and to those individuals specifically authorized by the disclosing party in writing to receive the Confidential Information, who: (i) have a strict need to know such Confidential Information for purposes of the receiving party's performance of this Agreement, and (ii) are under an obligation of confidentiality which would restrict such individuals from disclosing the Confidential Information in the same confidential manner as the receiving party. Notwithstanding the foregoing, the receiving party is fully responsible for any unauthorized disclosure or use of the Confidential Information by such individuals.

9.17.3 Upon the termination of this Agreement, or at any other time upon request by the disclosing party, the receiving party shall promptly return to the disclosing party, or shall destroy, all Confidential Information of the disclosing party, including, for the avoidance of doubt, any copies of Confidential Information, in accordance with the disclosing party's reasonable instructions or relevant industry best practices if no such instructions are provided. Upon request, the receiving party shall certify in writing to the disclosing party that all such Confidential Information of the disclosing party has been so returned or destroyed.

9.17.4 Each party acknowledges and agrees that, due to the unique nature of Confidential Information, there may be no adequate remedy at law for breach of this Section and that such breach may cause irreparable harm to the non-breaching party; therefore, the non-breaching party shall be entitled to seek immediate injunctive relief, in addition to whatever remedies it might have at law, at equity, or under this Agreement.

9.17.5 FHCP acknowledges that Employer is a Florida governmental entity and is therefore subject to Florida's Public Records laws. The foregoing provisions of this Section 9.17 or any other provision of this Agreement notwithstanding, nothing in this Agreement shall prohibit or prevent Employer from complying with all applicable laws related to the retention, handling and release of any documents which are deemed by law to be public records.

9.18 **Non-Solicitation.** During the term of this Agreement and for a period of two (2) years after the termination or expiration of this Agreement, Employer shall not, directly or indirectly, solicit, recruit, or hire any employee of FHCP and FHCP shall not, directly or indirectly, solicit, recruit, or hire any employee of Employer. In the event of a breach of this Section, the breaching Party shall pay to the non-breaching Party damages in the amount of one (1) year's salary of the employee who was solicited or hired in breach of this Section, based on the employee's annual salary at the time of termination or expiration of this Agreement. The parties agree that this amount is a reasonable estimate of the damages that may be incurred by the non-breaching Party as a result of such breach, and that actual damages may be difficult to ascertain. The damages shall be paid within thirty (30) days of the date on which the non-breaching Party provides written notice to the breaching party of the breach and the amount of damages due.

9.19 **Survival.** Notwithstanding the termination of this Agreement, the following provisions shall survive and remain in full force and effect: Section 3.8, 7.4, Articles IV, V, VI, VIII, and IX.

9.20 **Binding Effect.** This Agreement shall be binding upon the parties and their respective legal representatives, successors, and assigns.

9.21 **Authority.** Each of the undersigned parties represents and warrants that all necessary authorizations have been obtained and this Agreement and each person executing this Agreement on behalf of the undersigned parties represents and warrants that he or she has the power and authority to enter into this Agreement and to bind the parties hereto.

ARTICLE X – STATUTORILY REQUIRED PROVISIONS

10.1 Public Entity Crime Act.

FHCP represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

10.2 Scrutinized Companies.

This Agreement may be terminated by the City if FHCP is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

10.3 Public Records.

IF FHCP HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FHCP'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA 32720, PHONE: 386-626-7132, EMAIL: HENNESSY@DELAND.ORG

FHCP shall comply with public records laws, and FHCP shall:

1. Keep and maintain public records required by the City to perform the services set forth in this Agreement.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if FHCP does not transfer the records to the City.

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

10.4 E-Verify.

FHCP, and any subcontractor of FHCP, shall register with and use the E-Verify system to verify the work authorization status of all new employees of FHCP or any of its subcontractors.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF DELAND

Signature _____

Printed Name _____

Title _____

Date _____

FLORIDA HEALTH CARE PLAN, INC.

Signature 

Printed Name Mare Atanasoski

Title Chief Financial Officer

Date December 5, 2025

EXHIBIT A: MEDICATIONS

ANTI-INFLAMMATORY MEDICATIONS				
Generic Name	Strength	Form	QTY	Brand Name
Celecoxib	200mg	Cap	30	Celebrex
Diclofenac Sodium	75mg	Tab	60	Voltaren
Ibuprofen	600mg	Tab	100	Motrin
Indomethacin	25mg	Cap	100	Indocin
Meloxicam	15mg	Tab	60	Mobic
Meloxicam	7.5mg	Tab	60	Mobic
Methylprednisolone DP	4mg	Tab	21	Medrol
Naproxen	500mg	Tab	100	Naprosyn
Prednisone	10mg	Tab	30	Deltasone
Prednisone	5mg	Tab	21	Deltasone
ANTIHISTAMINE/ASTHMA MEDICATIONS				
Generic Name	Strength	Form	QTY	Brand Name
Hydroxyzine HCL	25mg	Tab	30	Atarax
Loratadine	10mg	Tab	90	Claritin
Montelukast Sodium	10mg	Tab	90	Singulair
CONTRACEPTIVES/HORMONE MEDICATIONS				
Generic Name	Strength	Form	QTY	Brand Name
Levonorgestrel-Ethin Estradiol	0.15-0.03	Tab	28	Kurvelo
Norethindrone Ace E. Estradiol Fe Fum	45677	Tab	28	Junel FE
Norethindrone-E.Estradiol-Iron	1.5-30 (21)	Tab	28	Junel FE
Norgestimate-Ethinyl Estradiol	18/.215/.25/035mg	Tab	28	Tri Previfem
Norgestrel-Ethinyl Estradiol	0.3-0.03mg	Tab	28	Cryselle
BLOOD PRESSURE/HEART DISEASE MEDICATIONS				
Generic Name	Strength	Form	QTY	Brand Name
Amlodipine Besylate	10mg	Tab	90	Norvasc
Amlodipine Besylate	5mg	Tab	90	Norvasc
Atenolol	100mg	Tab	90	Tenormin
Atenolol	25mg	Tab	100	Tenormin
Atenolol	50mg	Tab	100	Tenormin
Benazepril HCL	40mg	Tab	90	Lotensin

Carvedilol	12.5mg	Tab	180	Coreg
Carvedilol	25mg	Tab	180	Coreg
Carvedilol	6.25mg	Tab	180	Coreg
Clonidine HCL	0.1mg	Tab	100	Catapres
Clopidogrel Bisulfate	75mg	Tab	90	Plavix
Diltiazem HCL	240mg	Cap	30	Cardizem CD
Enalapril Maleate	10mg	Tab	100	Vasotec
Furosemide	20mg	Tab	100	Lasix
Furosemide	40mg	Tab	100	Lasix
Hydralazine HCL	50mg	Tab	60	Apresoline
Hydrochlorothiazide	25mg	Tab	100	Hydrodiuril
Hydrochlorothiazide	50mg	Tab	100	Hydrodiuril
Lisinopril	20mg	Tab	90	Prinivil
Lisinopril	5mg	Tab	90	Prinivil
Lisinopril	10mg	Tab	90	Zestril
Lisinopril	40mg	Tab	90	Zestril
Lisinopril/Hydrochlorothiazide	10-12.5mg	Tab	90	Zestoretic
Lisinopril/Hydrochlorothiazide	20-12.5mg	Tab	90	Zestoretic
Losartan Potassium	50mg	Tab	90	Cozaar
Losartan/Hydrochlorothiazide	100mg-25mg	Tab	90	Hyzaar
Losartan/Hydrochlorothiazide	50-12.5mg	Tab	90	Hyzaar
Metoprolol Succinate	50mg	Tab	90	Toprol ER
Metoprolol Tartrate	100mg	Tab	90	Lopressor
Metoprolol Tartrate	50mg	Tab	90	Lopressor
Nitroglycerin	0.4mg	Tab	25	Nitrostat
Potassium Chloride	10 meq	Tab	100	Klor-Con 10
Potassium Chloride	20 meq	Tab	60	Klor-Con M20
Ramipril	10mg	Cap	90	Altace
Triamterene/Hydrochlorothiazid	37.5-25mg	Cap	100	Dyazide
Triamterene/Hydrochlorothiazid	75mg-50mg	Tab	100	Maxzide
Valsartan	160mg	Tab	90	Diovan
Valsartan	80mg	Tab	90	Diovan
Verapamil HCL	120mg	Tab	100	Calan
Verapamil HCL	180mg	Tab	30	Calan SR
Verapamil HCL	240mg	Tab	30	Isoptin SR
Warfarin Sodium	2.5mg	Tab	30	Coumadin
Warfarin Sodium	4mg	Tab	30	Coumadin
Warfarin Sodium	5mg	Tab	1	Coumadin
Warfarin Sodium	5mg	Tab	30	Coumadin
ANTILIPEMIC MEDICATIONS				

Generic Name	Strength	Form	QTY	Brand Name
Atorvastatin Calcium	20mg	Tab	90	Lipitor
Atorvastatin Calcium	40mg	Tab	90	Lipitor
Ezetimibe	10mg	Tab	90	Zetia
Fenofibrate	160mg	Tab	90	Tricor
Gemfibrozil	600mg	Tab	90	Lopid
Lovastatin	10mg	Tab	90	Mevacor
Lovastatin	20mg	Tab	90	Mevacor
Lovastatin	40mg	Tab	90	Mevacor
Rosuvastatin Calcium	10mg	Tab	90	Crestor
Rosuvastatin Calcium	20mg	Tab	90	Crestor
Rosuvastatin Calcium	40mg	Tab	90	Crestor
Simvastatin	20mg	Tab	90	Zocor
Simvastatin	40mg	Tab	90	Zocor
COUGH/CONGESTION MEDICATIONS				
Generic Name	Strength	Form	QTY	Brand Name
Benzonatate	100mg	Cap	30	Tessalon Perle
Guaifenesin/Dextromethorphan	100-10mg/5	Syr	120ml	Tussin DM
ANTI-DEPRESSANT MEDICATIONS				
Generic Name	Strength	Form	QTY	Brand Name
Amitriptyline HCL	25mg	Tab	100	Elavil
Bupropion HCL	100mg	Tab	90	Wellbutrin
Bupropion HCL	150mg	Tab	60	Wellbutrin SR
Citalopram Hydrobromide	10mg	Tab	100	Celexa
Citalopram Hydrobromide	40mg	Tab	30	Celexa
Duloxetine	30mg	Cap	90	Cymbalta
Escitalopram Oxalate	10mg	Tab	90	Lexapro
Escitalopram Oxalate	20mg	Tab	90	Lexapro
Fluoxetine HCL	20mg	Cap	90	Prozac
Paroxetine HCL	20mg	Tab	60	Paxil
Paroxetine HCL	40mg	Tab	30	Paxil
Sertraline HCL	100mg	Tab	90	Zoloft
Sertraline HCL	50mg	Tab	90	Zoloft
Trazodone HCL	100mg	Tab	90	Desyrel
Venlafaxine HCL	150mg	Cap	90	Effexor ER
Venlafaxine HCL	75mg	Tab	30	Effexor HCL
Venlafaxine HCL ER	75mg	Cap	90	Effexor ER

ANTI-DIABETIC MEDICATIONS				
Generic Name	Strength	Form	QTY	Brand Name
Glimepiride	4mg	Tab	100	Amaryl
Glipizide	10mg	Tab	100	Glucotrol
Glipizide	5mg	Tab	100	Glucotrol
Glipizide ER	10mg	Tab	60	Glucotrol ER
Glipizide ER	5mg	Tab	30	Glucotrol ER
Glyburide	5mg	Tab	60	Diabeta
Glyburide/Metformin HCL	2.5-500mg	Tab	180	Glucovance
Glyburide/Metformin HCL	5mg-500mg	Tab	180	Glucovance
Metformin HCL	1000mg	Tab	100	Glucophage
Metformin HCL	500mg	Tab	100	Glucophage
Metformin HCL	850mg	Tab	100	Glucophage
Metformin HCL ER	500mg	Tab	90	Glucophage ER
Pioglitazone	30mg	Tab	90	Actos
OTIC MEDICATIONS				
Generic Name	Strength	Form	QTY	Brand Name
Acetic Acid	0.02	Sol	15ml	Acetasol
Carbamide Peroxide	0.065	Drop	15ml	Debrox
Neomycin/Polymyxin B/Hydrocort	3.5-10k-1	Drop	10ml	Cortisporin Otic
OPHTHALMIC MEDICATIONS				
Generic Name	Strength	Form	QTY	Brand Name
Ciprofloxacin HCL	0.003	Drop	5ml	Ciloxan
Gentamicin Sulfate	0.003	Drop	5ml	Garamycin
Neomycin/Polymyxin B/Dexametha	0.001	Drop	5ml	Dexasporin
Ofloxacin	0.003	Drop	5ml	Ocuflox
ANTI-INFECTIVE MEDICATIONS				
Generic Name	Strength	Form	QTY	Brand Name
Acyclovir	200mg	Cap	50	Zovirax
Acyclovir	800mg	Tab	35	Zovirax
Amoxicillin	250mg	Cap	30	Amoxil
Amoxicillin	400mg/5ml	Susp	100ml	Amoxil
Amoxicillin	500mg	Cap	30	Amoxil
Amoxicillin	875mg	Tab	20	Amoxil
Amoxicillin/Potassium Clav	500-125mg	Tab	30	Augmentin
Amoxicillin/Potassium Clav	875-125mg	Tab	20	Augmentin
Azithromycin	200mg/5ml	Susp	30ml	Zithromax

Azithromycin	250mg	Tab	6	Zithromax
Cefaclor	500mg	Cap	21	Ceclor
Cefdinir	300mg	Cap	20	Omnicef
Cephalexin	500mg	Cap	40	Keflex
Clindamycin HCL	150mg	Cap	30	Cleocin HCL
Doxycycline Monohydrate	100mg	Cap	20	Monodox
Fluconazole	150mg	Tab	1	Diflucan
Metronidazole	500mg	Tab	42	Flagyl
Nitrofurantoin Monohydrate/M-Cryst	100mg	Cap	14	Macrobid
Penicillin V Potassium	250mg	Tab	40	Veetids 250
Sulfamethoxazole/Trimethoprim	800-160mg	Tab	40	Septra DS
Oseltamivir Phosphate	75mg	Cap	10	Tamiflu
Terbinafine HCL	250mg	Tab	30	Lamisil
GERD/GI MEDICATIONS				
Generic Name	Strength	Form	QTY	Brand Name
Famotidine	20mg	Tab	90	Pepcid
Famotidine	40mg	Tab	90	Pepcid
Dicyclomine HCL	10mg	Cap	60	Bentyl
Dicyclomine HCL	10mg	Cap	90	Bentyl
Pantoprazole Sodium	40mg	Tab	90	Protonix
INHALED-ORAL AND NASAL MEDICATIONS				
Generic Name	Strength	Form	QTY	Brand Name
Albuterol Sulfate	90mcg	HFA	18gm	Ventolin HFA
Albuterol Sulfate	90mcg	HFA	8gm	Ventolin HFA
Fluticasone Propionate	50mcg	SPY	16gm	Flonase
MISCELLANEOUS MEDICATIONS				
Generic Name	Strength	Form	QTY	Brand Name
Alendronate Sodium	70mg	Tab	12	Fosamax
Allopurinol	300mg	Tab	100	Zyloprim
Lidocaine HCL	0.02	SOL	100ml	Lidocaine HCL Viscous
Loperamide HCL	2mg	Cap	30	Imodium
Meclizine HCL	25mg	Tab	30	Antivert
Metoclopramide HCL	10mg	Tab	30	Reglan
Tamsulosin HCL	0.4mg	Cap	90	Flomax
NEUROLOGICAL MEDICATIONS				
Generic Name	Strength	Form	QTY	Brand Name

Sumatriptan Succinate	100mg	Tab	9	Imitrex
Sumatriptan Succinate	50mg	Tab	9	Imitrex
ANTI-EMETIC MEDICATIONS				
Generic Name	Strength	Form	QTY	Brand Name
Ondansetron	4mg	Tab	20	Zofran ODT
Ondansetron HCL	8mg	Tab	30	Zofran
Promethazine HCL	25mg	Tab	30	Phenergan
TOPICAL MEDICATIONS				
Generic Name	Strength	Form	QTY	Brand Name
Betamethasone Valerate			45gm	Valsione
Clotrimazole-Betamethasone	0.05%-1% 15	CRM	15gm	Lotrisone
Diclofenac Sodium 1% Gel	0.01	Gel	100gm	Voltaren Gel
Mupirocin 2% 22Gm	2% 22gm	Oint	22gm	Bactroban
Nystatin			15gm	Mycostatin
Silver Sulfadiazine			25gm	Silvadene
Triamcinolone Acetonide	0.001	Oint	15gm	Kenalog
MUSCLE RELAXER MEDICATIONS				
Generic Name	Strength	Form	QTY	Brand Name
Cyclobenzaprine HCL	10mg	Tab	100	Flexeril
Cyclobenzaprine HCL	10mg	Tab	30	Flexeril
Methocarbamol	500mg	Tab	60	Robaxin
THYROID MEDICATIONS				
Generic Name	Strength	Form	QTY	Brand Name
Levothyroxine Sodium	112mcg	Tab	90	Synthroid
Levothyroxine Sodium	100mcg	Tab	90	Synthroid
Levothyroxine Sodium	125mcg	Tab	90	Synthroid
Levothyroxine Sodium	137mcg	Tab	90	Synthroid
Levothyroxine Sodium	150mcg	Tab	90	Synthroid
Levothyroxine Sodium	175mcg	Tab	90	Synthroid
Levothyroxine Sodium	25mcg	Tab	90	Synthroid
Levothyroxine Sodium	50mcg	Tab	90	Synthroid
Levothyroxine Sodium	75mcg	Tab	90	Synthroid
Levothyroxine Sodium	88mcg	Tab	30	Synthroid
VITAMIN MEDICATIONS				
Generic Name	Strength	Form	QTY	Brand Name
Cholecalciferol (Vitamin D3)	50,000 units	Cap	12	Decara

Ergocalciferol (Vitamin D2	50,000 units	Cap	12	Vitamin D2
Niacin	500mg	Tab	100	Slo-Niacin

EXHIBIT B: COMPENSATION

One Time Implementation Fee	\$ 25,313. Due at the time of signature
Administrative Fee	Annual amount of \$ 120,000. To be paid upon a monthly invoice.
Staffing Fee	Annual estimated amount \$ 329,275. Actual amounts will be paid upon a monthly invoice.
Direct Costs	Billed as a pass through on a monthly basis.

CITY OF DELAND
Request for Commission Action
December 15, 2025

SUBJECT: Consideration re Water Tank Maintenance Contracts Notice of Termination.

DEPARTMENT: Utilities

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

ATTACHMENTS: WP#2 Contract, WP#4 Contract, USG Tank Contract Notice of Termination

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

SUMMARY/HIGHLIGHT:

The Utilities Department owns, operates, and maintains two elevated storage tanks in the current water distribution system. An agreement to maintain them was signed with Utility Service Co., Inc in 2008 for the tanks to be inspected, cleaned, repaired, painted and yearly Engineer certified stamped report provided.

The city received good service during the first twelve years of the agreement. Since that time, they have changed management ownership several times and each time the service has declined slightly. The inspections are not done in a timely manner, inspection reports are sent uncertified, Water Plant #2 elevated tank several times has had pieces fall off the tank and they were slow to respond and to repair. This being our tank that is over a hundred years old has given us great concern.

This past summer we asked two other companies to come on site and evaluate the tanks and give us an opinion. They both felt the tanks were structurally sound but could use additional attention to get them back in a well maintained condition, which was expected. Photos of WP#2 tank top and hand rail gave us great concern and we feel that Utility Service Co., Inc. has gotten complacent and we need to move onto a different vendor.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

Facilities & Infrastructure.

FISCAL IMPACT:

Cancellation of this Agreement has no fiscal impact.

RECOMMENDATION:

It is recommended that the City Commission approve the cancellation of both the Water Plant #2 and Water Plant #4 Elevated Contract Maintenance agreement per signature by the Mayor and two City Commissioners.

BACKGROUND/DISCUSSION:

The two contracts are being terminated for convenience rather than for cause. The two contracts, which are on the same contract forms, require the signature by at least three City Commissioners. Thusly, the termination letter provides signature lines for all of the City Commissioners.

PROJECT # 120224

RECEIVED
OCT 17 2007
7044
RECLAMATION

Utility Service co., inc.

Water Tank Maintenance Contract



Owner: City of Deland
Deland, Florida

Tank Size/Name: 500,000 Elevated – Michigan Avenue Tank

Location: 336 West Michigan Avenue

Date Prepared: July 25, 2008



535 Courtney Hodges Blvd.
P.O. Box 1350
Perry, Georgia 31069
tel: 478-987-0303 800-223-3695
fax: 478-987-2991
www.utilitiyservice.com

WATER TANK MAINTENANCE CONTRACT

This Contract entered into by and between the **Cit of Deland, whose business address is 120 South Florida Avenue, Deland, Florida 32720** (hereinafter referred to as "the Owner") and Utility Service Co., Inc., whose business address is Post Office Box 1350, 535 Courtney Hodges Boulevard, Perry, Georgia 31069 (hereinafter referred to as "the Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to maintain its **500,000** gallon water storage tank located at **336 West Michigan Avenue, Deland, Florida 32720** (hereinafter "tank").

1. Company's Responsibilities. This Contract outlines the Company's responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following:

- A. The Company will annually inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
- B. Biennially, beginning with the first washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.

Chemical Clean Service.

- 1. During every fourth year washout-inspection, the Company will apply an NSF 60 approved chemical cleaning agent to the interior walls and floor surfaces of the Tank to treat mineral build-up and bio-film that form on the interior tank surfaces.
 - 2. The Company will fresh water rinse the interior walls and floor surfaces to remove the cleaning agent and to dilute residual concentrations. The Company will also ensure that the rinse water is disposed of in on-site drainage.
 - 3. Thereafter, the Company will complete the washout-inspection as outlined in Article 1.A.2.
- C. The Company shall furnish engineering and inspection services needed to maintain and repair the tank and tower during the term of this Contract. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.

D. The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. When interior repainting is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint. At the time the exterior requires repainting, the Company agrees to paint the tank with the same color paint and to select a coating system which best suits the site conditions, environment, and general location of the tank. When painting is needed, all products and procedures will be equal to, or exceed the requirements of **Florida Department of Environmental Protection**, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.

E. A lock will be installed on the roof hatch of the tank.

F. The Company will provide emergency services, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the tank site.

G. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

H. The Company will furnish current certificates of insurance coverage to the Owner.

2. Contract Price/Annual Fees. The tank shall receive an **exterior and interior renovation and repairs** prior to the end of Contract **Year 1**. The first **five (5)** annual fees shall be **\$45,658.00** per Contract Year. The annual fee for Contract **Year 6** and each subsequent annual fee shall be **\$17,282.00** per Contract Year; however, in Contract **Year 9** and each third anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% per annum. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2007, Contract Year 1 for that contract would be April 1, 2007 to March 31, 2008, and Contract Year 2 for that contract would be April 1, 2008 to March 31, 2009 and so on.

3. Payment Terms. The annual fee for Contract **Year 1**, plus all applicable taxes, shall be due and payable upon **completion of the initial exterior or interior renovation, whichever occurs first**. **Each subsequent annual fee, plus all applicable taxes, shall be due and payable the 1st day of each Contract Year. The annual fee can be paid either monthly, quarterly, semiannually, or annually. Owner shall circle the preferred billing frequency. If the Owner does not choose a preferred billing frequency, the Owner will be billed quarterly.** (Note: Due to the length of time that it takes to perform the initial renovation project, it is possible that two (2) annual fees could fall within one budget year for the Owner). Furthermore, if the Owner elects to terminate this Contract prior to remitting the first **five (5)** annual fees, then the unpaid balance of the first **five (5)** annual fees shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

4. **Structure of Tank.** The Company is accepting this tank under program based upon its existing structure and components. *Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.*

5. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The parties agree that the Company's annual fees are based on the Owner's representation that the work to be performed under this Contract is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for annual fees.

6. **Excluded Items:** This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at anytime during the term of the Contract; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; or (9) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.

7. **Termination.** The Owner shall have the right to continue this Contract for an indefinite period of time providing payment of the annual fees is in accordance with the terms herein. This Contract is subject to termination by the Owner only if written notice of intent to terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year. Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attn: Customer Service, P.O. Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's management and/or Commissioners.

8. **Assignment.** The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract.

9. **Indemnification.** THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS CONTRACT.

10. **Assignment of Receivables.** The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit.

11. **Miscellaneous Items.** No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

12. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

This Contract signed this 21ST day of OCTOBER, 2008.

OWNER:

City of Deland

By: Michael Pleus

Title: City Manager

Print Name: Michael Pleus

Witness Julie A. Hennessy

Seal:

COMPANY:

Utility Service Co., Inc.

By: Andrew T. Smith

Title: Pricing Director

Print Name: Andrew T. Smith

Witness Regina J. Arthur

Seal:

PROJECT # 118431

Utility Service co., inc.

Water Tank Maintenance Contract



Owner: City of Deland
Deland, Florida

Tank Size/Name: 400,000 Elevated – Minnesota Avenue Tank

Location: 798 East Minnesota Avenue

Date Prepared: November 30, 2007



535 Courtney Hodges Blvd.
P.O. Box 1350
Perry, Georgia 31069
tel: 478-987-0303 800-223-3695
fax: 478-987-2991
www.utilitiyservice.com

WATER TANK MAINTENANCE CONTRACT

This Contract entered into by and between the **City of Deland, whose business address is 336 West Michigan Avenue, Deland, Florida 32720** (hereinafter referred to as "the Owner") and **Utility Service Co., Inc., whose business address is Post Office Box 1350, 535 Courtney Hodges Boulevard, Perry, Georgia 31069** (hereinafter referred to as "the Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to maintain its **400,000** gallon water storage tank located at **798 East Minnesota Avenue, Deland, Florida 32720** (hereinafter "tank").

1. Company's Responsibilities. This Contract outlines the Company's responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following:

- A. The Company will annually inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
- B. Biennially, beginning with the first washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
- C. The Company shall furnish engineering and inspection services needed to maintain and repair the tank and tower during the term of this Contract. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.
- D. The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. When interior repainting is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint. At the time the exterior requires repainting, the Company agrees to paint the tank with the same color paint and to select a coating system which best suits the site conditions, environment, and general location of the tank. When painting is needed, all products and procedures will be equal to, or exceed the requirements of **Florida Department of Environmental Protection**, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.

E. A lock will be installed on the roof hatch of the tank.

F. The Company will provide emergency services, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the tank site.

G. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

H. The Company will furnish current certificates of insurance coverage to the Owner.

2. Contract Price/Annual Fees. The tank shall receive an **interior and exterior renovation and repairs** prior to the end of Contract Year 1. The first **five (5)** annual fees shall be **\$57,542.00** per Contract Year. The annual fee for Contract Year 6 and each subsequent annual fee shall be **\$14,301.00** per Contract Year; however, in Contract Year 9 and each third anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% per annum. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2007, Contract Year 1 for that contract would be April 1, 2007 to March 31, 2008, and Contract Year 2 for that contract would be April 1, 2008 to March 31, 2009 and so on.

3. Payment Terms. The annual fee for Contract Year 1, plus all applicable taxes, shall be due and payable upon completion of the **interior renovation or exterior renovation, whichever occurs first. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year; however, beginning in Contract Year 2, the annual fee can be paid either monthly, quarterly, semiannually, or annually. Owner shall circle the preferred billing frequency. If the Owner does not choose a preferred billing frequency, the Owner will be billed quarterly.** (Note: Due to the length of time that it takes to perform the initial renovation project, it is possible that two (2) annual fees could fall within one budget year for the Owner). Furthermore, if the Owner elects to terminate this Contract prior to remitting the first **five (5)** annual fees, the unpaid balance of the first **five (5)** annual fees shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

4. Structure of Tank. The Company is accepting this tank under program based upon its existing structure and components. *Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.*

5. Environmental, Health, Safety, or Labor Requirements. The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The parties agree that the Company's annual fees are based on the Owner's representation that the work to be performed under this Contract is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for annual fees.

6. **Excluded Items:** This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at anytime during the term of the Contract; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; or (9) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.

7. **Termination.** The Owner shall have the right to continue this Contract for an indefinite period of time providing payment of the annual fees is in accordance with the terms herein. This Contract is subject to termination by the Owner only if written notice of intent to terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year. Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attn: Customer Service, P.O. Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's management and/or Commissioners.

8. **Assignment.** The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract.

9. **Indemnification.** **THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS CONTRACT.**

10. **Assignment of Receivables.** The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit.

11. **Miscellaneous Items.** No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

This Contract signed this 9 day of JANUARY, 2008.

OWNER:

City of Deland

By: Michael Pleus

Title: ASST CITY MGR

Print Name: MICHAEL PLEUS

Witness Kimberly Cline

Seal:

COMPANY:

Utility Service Co., Inc.

By: Andrew T. Smith

Title: Pricing Director

Print Name: Andrew T. Smith

Witness Regina I. Arthur

Seal:

CITY OF DeLAND

DeLAND, FLORIDA 32724



Utilities Department
1102 S. AMELIA AVE.
TELEPHONE (386) 626-7252
FAX (386) 740-6851

December 16, 2025

Via Registered U.S. Mail [PROVIDE REGISTERED MAIL NUMBER HERE]

USG Water Solutions
Attn: Customer Service
P.O. Box 1350
Perry, GA 31069

And

Via Federal Express [PROVIDE TRACKING NUMBER HERE]

USG Water Solutions
f/k/a Utility Service Co., Inc.
Attn: Customer Service
535 Courtney Hodges Blvd, Suite 1350
Perry, Georgia 31069

Re: NOTICE OF TERMINATION – CITY OF DELAND, FLORIDA

To whom it may concern:

Since 2008, the City of DeLand has utilized the services of the Utility Service, Inc., now USG Water Solutions, for the maintenance of our elevated water tanks. This letter serves as the City of DeLand's Notice of Termination for each of the two (2) water tank maintenance contracts listed below and any applicable addendums to these contracts Cancellation of each tank agreement and subsequent addendum(s) will be effective on the day prior to the next renewal of each tank agreement on the appropriate respective date.

1. Minnesota Avenue 400,000 Elevated Tank

Current contract year January 1, 2025 to December 31, 2025
Cancellation effective on December 31, 2026

2. W. Michigan Avenue 500,000 Elevated Tank

Current contract year October 1, 2025 to September 30, 2026
Cancellation effective on September 30, 2026

Pursuant to Section 7 of each of the contracts, the signatures of at least three (3) of the City's City Commissioners are affixed to this Notice of Termination.

CITY OF DELAND, FLORIDA

By: _____
Christopher M. Cloudman, City Commissioner / Mayor

By: _____
Jessica Davis, City Commissioner / Vice Mayor

By: _____
Kevin Reid, City Commissioner

By: _____
Daniel Reed, City Commissioner

By: _____
Richard Pavia, City Commissioner

CITY OF DELAND
Request for Commission Action
December 15, 2025

SUBJECT: Resolution Approving Carryforward for FY 2025-2026 Budget Amendment.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Resolution, FY25-26 Carryover Budget Amendment Detail

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

SUMMARY/HIGHLIGHT:

The budget amendments proposed are detailed in the attached summary and represent projects carried over from FY 24/25 to the adopted FY 25/26 Budget.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The Resolution amends the FY 25/26 Budget to reflect recommended changes with the impact to each fund itemized in the attached summary.

Operating Contingency balances after these amendments are as follows:

General Fund \$350,000
Water & Sewer Fund \$350,000
Airport Fund \$16,943
Stormwater Fund \$0
Permits & Inspections Fund \$0

RECOMMENDATION:

Staff recommends the City Commission adopt the Resolution amending the FY 25/26 Budget as presented.

BACKGROUND/DISCUSSION:

This is the carryover budget amendment needed to update the FY 25/26 Budget for items carried over from FY 24/25.

RESOLUTION NO. 2025 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE BUDGET FOR THE GENERAL FUND, CONFISCATED TRUST FUND, GOVERNMENTAL IMPACT FEES TRUST FUND, GRANT AND SPECIAL REVENUE FUND, CAPITAL FUND, WATER AND SEWER FUND, WATER TRUST FUND, WASTEWATER TRUST FUND, AIRPORT FUND, STORMWATER FUND AND PERMITS AND INSPECTIONS FUND FOR THE FISCAL YEAR 2025-2026; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to amend the budget for the City of DeLand for fiscal year 2025-2026; and

WHEREAS, the City Commission is vested by the Charter of the City of DeLand with the authority to amend the budget.

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

Section 1. The budget of the City of DeLand for fiscal year 2025-2026 is amended in the following manner:

GENERAL FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		52,388,280	4,308,952	0	56,697,232
	Other Sources				
001-0000-380-200	FUNDS C/O FROM PRIOR YEAR	0	3,072,176	0	3,072,176
001-0000-380-203	FUNDS C/O - ARPA FUNDS	0	1,236,776	0	1,236,776
EXPENDITURES		52,388,280	4,308,952	0	56,697,232
	Information Technology				
001-0110-546-400	EQUIPMENT MAINTENANCE	1,191,865	32,572	0	1,224,437
001-0110-552-200	OPERATING CAPITAL	252,851	3,375	0	256,226
	Community Development				
001-1117-531-100	PROFESSIONAL SERVICES	10,650	21,979	0	32,629
	Planning				
001-1118-531-100	PROFESSIONAL SERVICES	25,000	190,417	0	215,417
	Code Enforcement				
001-1119-531-100	PROFESSIONAL SERVICES	23,000	2,131	0	25,131
	Fire				
001-1222-552-200	OPERATING CAPITAL	132,500	7,000	0	139,500
	Police				
001-1226-546-100	BUILDING MAINTENANCE	49,929	6,536	0	56,465
001-1226-546-400	EQUIPMENT MAINTENANCE	114,571	14,021	0	128,592
001-1226-552-000	HARDWARE/SOFTWARE	534,254	5,519	0	539,773
	Public Works Admin				
001-1301-552-200	OPERATING CAPITAL	1,800	4,300	0	6,100
	Streets				
001-1302-531-100	PROFESSIONAL SERVICES	100,000	2,000	0	102,000
	Parks				
001-1403-546-400	EQUIPMENT MAINTENANCE	31,550	6,397	0	37,947
001-1403-552-200	OPERATING CAPITAL	144,698	18,500	0	163,198
	Transfers				
001-9999-991-190	TRANSFER TO GRANTS & SPEC REV	0	725,833	0	725,833
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	3,401,491	3,268,372	0	6,669,863

CONFISCATED TRUST FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		3,000	13,407	0	16,407
109-0000-380-200	FUNDS C/O FROM PRIOR YEAR	0	13,407	0	13,407
EXPENDITURES		3,000	13,407	0	16,407
109-1229-549-100	OTHER OBLIGATIONS	3,000	13,407	0	16,407

GOVERNMENTAL IMPACT FEE TRUST (GIFT) FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		1,475,353	477,354	0	1,952,707
	Other Sources Revenue				
170-0000-380-210	FUNDS C/O FROM PRIOR YEAR - POLICE	0	136,610	0	136,610
170-0000-380-220	FUNDS C/O FROM PRIOR YEAR - FIRE	0	698	0	698
170-0000-380-230	FUNDS C/O FROM PRIOR YEAR - GENERAL	0	339,348	0	339,348
170-0000-380-240	FUNDS C/O FROM PRIOR YEAR - PARKS	0	698	0	698
EXPENDITURES		1,475,353	477,354	0	1,952,707
	Admin Services				
170-0106-531-100	PROFESSIONAL SERVICES	0	698	0	698
170-0106-664-000-AD2503	EQUIPMENT	0	308,650	0	308,650
170-0106-665-000-AD2504	SUBSCRIPTION ASSETS	0	30,000	0	30,000
	Fire				
170-1222-531-100	PROFESSIONAL SERVICES	0	698	0	698
	Police				
170-1226-531-100	PROFESSIONAL SERVICES	0	698	0	698
170-1226-552-200	OPERATING CAPITAL	0	30,900	0	30,900
170-1226-664-000-PD2515	EQUIPMENT	0	17,502	0	17,502
170-1226-664-000-PD2516	EQUIPMENT	0	17,502	0	17,502
170-1226-664-000-PD2517	EQUIPMENT	0	17,502	0	17,502
170-1226-664-000-PD2518	EQUIPMENT	0	17,502	0	17,502
170-1226-664-000-PD2519	EQUIPMENT	0	17,502	0	17,502
170-1226-664-000-PD2520	EQUIPMENT	0	17,502	0	17,502
	Parks				
170-1403-531-100	PROFESSIONAL SERVICES	0	698	0	698

GRANT & SPECIAL REVENUE FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		762,274	1,971,634	0	2,733,908
	Grant Revenue				
190-9999-381-170-PR2301	ECHO - ALABAMA GREENWAY TRAIL	0	216,554	0	216,554
190-0000-331-500-PW2501	CDBG 2025 - ADA IMPROVEMENTS	0	89,220	0	89,220
190-0000-331-500-PR2522	CDBG 2025 - JACKSON LANE PARK PAVILION	0	102,642	0	102,642
	Transfers				
190-0000-380-200	FUNDS C/O FROM PRIOR YEAR	0	255,507	0	255,507
190-0000-384-000	DEBT PROCEEDS	0	500,000	0	500,000
190-9999-381-001	TRANSFER FROM GENERAL FUND	0	807,711	0	807,711

GRANT & SPECIAL REVENUE FUND (continued)

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
EXPENDITURES		762,274	1,971,634	0	2,733,908
	Trees				
190-1302-553-100	ROAD MATERIALS & SUPPLIES	388,540	1,481,340	0	1,869,880
190-1302-663-000-PW2501	CDBG 2025 - ADA IMPROVEMENTS	0	89,220	0	89,220
	Parks				
190-1403-662-000-PR2522	CDBG 2025 - JACKSON LANE PARK PAVILION	0	102,642	0	102,642
190-1403-663-000-PR2301	ECHO - ALABAMA GREENWAY TRAIL	0	216,554	0	216,554
190-1403-663-000-PR2423	CDBG 21&22 - TRA THOMAS PARK IMPROVEMENT	0	81,878	0	81,878

CAPITAL FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		5,562,421	7,853,943	0	13,416,364
	Other Sources				
300-0000-380-200	FUNDS C/O FROM PRIOR YEAR	0	606,900	0	606,900
300-0000-380-202	FUNDS C/O FROM PRIOR YEAR - DEBT RESERVE	0	772,448	0	772,448
300-0000-384-000	DEBT PROCEEDS	0	3,191,000	0	3,191,000
300-9999-381-001	TRANSFER FROM GENERAL FUND	3,401,491	3,268,372	0	6,669,863
300-9999-381-401	TRANSFER FROM W&S FUND	542,709	5,288	0	547,997
300-9999-381-430	TRANSFER FROM AIRPORT FUND	32,796	6,735	0	39,531
300-9999-381-480	TRANSFER FROM P&I FUND	101,005	3,200	0	104,205
EXPENDITURES		5,562,421	7,853,943	0	13,416,364
	Admin Services				
300-0106-663-000-AD2501	CITY HALL MONUMENT SIGNS	0	23,192	0	23,192
	Fire				
300-1222-552-200-FR2301	FIRE STATION 82/83 IMPROVEMENTS	0	4,328	0	4,328
300-1222-552-200-FR2401	FIRE STATION 83 ADDITION	0	22,571	0	22,571
300-1222-662-000-FR2401	FIRE STATION 83 ADDITION	0	839,933	0	839,933
300-1222-664-000-FR2307	ENGINE REPLACEMENT 2007 CONTENDER	0	783,776	0	783,776
300-1222-664-000-FR2308	LADDER APPARATUS 75' PIERCE ENFORCER	0	1,288,603	0	1,288,603
300-1222-664-000-FR2503	MACH ALERT 81-82-83	0	37,758	0	37,758
	Police				
300-1226-663-000-PD2201	PD PERIMETER SECURITY FENCING AND WALL	0	178,875	0	178,875
300-1226-664-000-PD2502	REPLACE FAULTY HVAC CHILLER WATER VALVES	0	12,650	0	12,650
300-1226-664-000-PD2514	600KW DIESEL GENERATOR FOR POLICE	0	200,776	0	200,776
	Public Works Admin				
300-1301-661-000-PW2408	422 E BERESFORD LAND PURCHASE	0	6,900	0	6,900
	Trees				
300-1302-663-000-PW2216	CITY ENTRY FEATURE - DESIGN	0	47,834	0	47,834
300-1302-663-000-PW2306	BERESFORD EXT. MULTI USE PATH WITH VOLUS	0	119,819	0	119,819
300-1302-663-000-PW2503	ARLINGTON SIDEWALK - PLYMOUTH TO OAKDALE	0	50,000	0	50,000
300-1302-664-000-PW2508	REPLACE 11320124- STERLING DUMP	0	268,743	0	268,743
	Vehicle Maintenance				
300-1306-664-000-PW2515	FUEL MASTER LIVE	0	25,733	0	25,733
	Parks				
300-1403-663-000-PR2404	SPEC MARTIN IMPROVEMENTS	0	4,494	0	4,494
300-1403-663-000-PR2503	PICKLEBALL/TENNIS COURTS - EARL BROWN	0	3,710,944	0	3,710,944
300-1403-664-000-PR2509	REPLACE BANQUET CHAIRS - SANBORN	0	73,794	0	73,794
300-1403-664-000-PR2523	APGAR SPORTS COMPLEX SIGNS	0	153,220	0	153,220

WATER & SEWER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		37,398,668	42,919,209	0	80,317,877
	Other Sources				
401-0000-331-500-UT2541	CDBG 2025 - LS#16 GENERATOR	0	68,046	0	68,046
401-0000-380-200	FUNDS C/O FROM PRIOR YEAR	0	17,358,102	0	17,358,102
401-0000-384-000-UT2309	WMN CAPACITY EXPAN & AWT IMPR CONSTRUCT	0	13,920,875	0	13,920,875
401-0000-384-000-UT2455	SRF LEAD SERVICE LINE REPLACEMENT	0	1,183,676	0	1,183,676
401-0000-389-220-UT2309	WMN CAPACITY EXPAN & AWT IMPR CONSTRUCT	0	9,185,477	0	9,185,477
401-0000-389-410-UT2309	WMN CAPACITY EXPAN & AWT IMPR CONSTRUCT	0	1,203,033	0	1,203,033
EXPENDITURES		37,398,668	42,919,209	0	80,317,877
	Utilities Administration				
401-4201-531-100	PROFESSIONAL SERVICES	80,600	16,477	0	97,077
401-4201-552-200	OPERATING CAPITAL	5,577	2,812	0	8,389
	Water Production				
401-4203-546-100	BUILDING MAINTENANCE	68,000	21,709	0	89,709
401-4203-661-000-UT1804	WTP #10 PROJECT A WELL SITE	0	65,720	0	65,720
401-4203-663-000-UT1804	WTP #10 PROJECT A WELL SITE	0	320,616	0	320,616
401-4203-663-000-UT1913	WTP#10 SUPPLY WELLS FG1-2	0	75,790	0	75,790
401-4203-663-000-UT2502	WATER PLANT #10 WELL FIELD & PLANT UPGRA	0	13,600,000	0	13,600,000
401-4203-664-000-UT2409	WATER PLANT SECURITY CAMERA REPLACEMENTS	0	39,374	0	39,374
	Water Distribution				
401-4204-552-200	OPERATING CAPITAL	25,200	8,435	0	33,635
401-4204-663-000-UT2410	DOWNTOWN WATER IMPROVEMENTS PHASE 1	0	72,396	0	72,396
401-4204-663-000-UT2455	SRF LEAD SERVICE LINE REPLACEMENT	0	1,183,676	0	1,183,676
401-4204-664-000-UT2506	HYDRAULIC 6" DIESEL PUMP ON TRAILER (ONE	0	73,512	0	73,512
	Wastewater Treatment				
401-4205-546-400	EQUIPMENT MAINTENANCE	153,800	29,244	0	183,044
401-4205-552-200	OPERATING CAPITAL	4,375	22,104	0	26,479
401-4205-661-000-UT2550	1265 AQUARIUS AVE LAND PURCHASE	0	5,925	0	5,925
401-4205-662-000-UT2222	NASH WRF ENG, PLANNING & CONSTRUCTION	0	47,208	0	47,208
401-4205-663-000-UT2309	WMN CAPACITY EXPAN & AWT IMPR CONSTRUCT	0	21,968,555	0	21,968,555
401-4205-664-000-UT2419	D.O. SENSORS (1 OF 3)	0	7,641	0	7,641
401-4205-664-000-UT2518	AQUA DIAMOND FILTER CLOTH REPLACMENT	0	13,688	0	13,688
	Utilities Maintenance				
401-4206-552-200	OPERATING CAPITAL	4,962	8,435	0	13,397
401-4206-664-000-UT2348	L/S #79 REHABILITATION PROJECT	0	1,290,723	0	1,290,723
401-4206-664-000-UT2532	LS#1 REHABILITATION DESIGN & REPLACEMENT	0	1,603,365	0	1,603,365
401-4206-664-000-UT2533	LS#82 REPLACEMENT & PANEL BOX	0	80,189	0	80,189
401-4206-664-000-UT2534	LS#84 REPLACEMENT & PANEL BOX	0	84,974	0	84,974
401-4206-664-000-UT2535	LS#86 REPLACEMENT & PANEL BOX	0	80,597	0	80,597
401-4206-664-000-UT2536	LS#111 REPLACEMENT & PANEL BOX	0	290,215	0	290,215
401-4206-664-000-UT2541	CDBG 2025 - LS#16 GENERATOR	0	61,129	0	61,129
	Facilities Maintenance				
401-4208-662-000-FM2301	ENCLOSE EXISTING POLE BARN	0	5,617	0	5,617
	Customer Service				
401-4209-664-000-CS2201	NEPTUNE AMI PILOT	0	208,514	0	208,514

WATER & SEWER FUND (Continued)

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
EXPENDITURES		37,398,668	42,919,209	0	80,317,877
	Wastewater Collection				
401-4210-552-200	OPERATING CAPITAL	7,150	2,812	0	9,962
401-4210-663-000-UT2335	EAST REGIONAL FORCE MAIN PART B DESIGN	0	294,436	0	294,436
401-4210-663-000-UT2336	DOWNTOWN LIFT STATION & FM DESIGN	0	229,201	0	229,201
401-4210-663-000-UT2544	WESTSIDE SEWER INTERCEPTOR 1 OF 4	0	36,668	0	36,668
401-4210-663-000-UT2545	WESTSIDE SEWER INTERCEPTOR 2 OF 4	0	36,668	0	36,668
401-4210-663-000-UT2546	WESTSIDE SEWER INTERCEPTOR 3 OF 4	0	36,668	0	36,668
401-4210-663-000-UT2547	WESTSIDE SEWER INTERCEPTOR 4 OF 4	0	36,668	0	36,668
	Transfers				
401-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	542,709	5,288	0	547,997
401-9999-991-403	TRANSFER TO WATER TRUST FUND	0	952,160	0	952,160

WATER TRUST FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		3,250,000	3,919,191	0	7,169,191
	Other Sources				
403-0000-380-200	FUNDS C/O FROM PRIOR YEAR	0	2,967,031	0	2,967,031
403-9999-381-401	TRANSFER FROM W&S FUND	0	952,160	0	952,160
EXPENDITURES		3,250,000	3,919,191	0	7,169,191
403-4230-663-000-WA2301	2024 WATER MAIN IMPROVEMENTS	0	342,517	0	342,517
403-4230-663-000-WA2302	DOWNTOWN WATER IMPROVEMENTS DESIGN	0	913,845	0	913,845
403-4230-663-000-WA2401	2025 WATER MAIN IMPROVEMENTS	0	2,373,723	0	2,373,723
403-4230-663-000-WA2501	2026 WATER MAIN IMPROVEMENTS DESIGN	2,250,000	289,106	0	2,539,106

WASTEWATER TRUST FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		6,946,575	2,911,449	0	9,858,024
	Other Sources				
404-0000-380-200	FUNDS C/O FROM PRIOR YEAR	0	2,911,449	0	2,911,449
EXPENDITURES		6,946,575	2,911,449	0	9,858,024
404-4240-663-000-WW2301	SJRWMD/FDEP - RECLAIM EXP CONST PH 5	0	37,143	0	37,143
404-4240-663-000-WW2302	EAST REGIONAL FORCE MAIN PART A1 & A2	0	2,874,306	0	2,874,306

AIRPORT FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		4,060,370	4,649,115	0	8,709,485
	Intergovernmental Revenue				
430-0000-389-200-AP2302	FAA/FDOT - AIRFIELD MARKINGS	0	79,565	0	79,565
430-0000-389-200-AP2401	FAA/FDOT - UPDATE MASTER PLAN	0	283,656	0	283,656
430-0000-389-200-AP2501	FAA/FDOT - CONST REHAB OF RUNWAY 5/23	0	3,150,000	0	3,150,000
430-0000-389-320-AP2301	FDOT - EAST HANGAR COMPLEX - PHASE 1B	0	126,056	0	126,056
430-0000-389-320-AP2302	FAA/FDOT - AIRFIELD MARKINGS	0	3,894	0	3,894
430-0000-389-320-AP2311	FAA/FDOT - W APRON REHAB CONST (NON-AIP)	0	62,340	0	62,340
430-0000-389-320-AP2401	FAA/FDOT - UPDATE MASTER PLAN	0	25,454	0	25,454
430-0000-389-320-AP2402	FDOT - HANGAR ELECTRICAL IMPROV DESIGN	0	27,026	0	27,026
430-0000-389-320-AP2403	FDOT - SOUTH CENTRAL APRON REHAB	0	53,623	0	53,623
430-0000-389-320-AP2404	FDOT - DESIGN RUNWAY 5/23 REHAB	0	181,680	0	181,680
430-0000-389-320-AP2406	FDOT - DESIGN TAXIWAY E LIGHTING	0	98,000	0	98,000
430-0000-389-320-AP2501	FAA/FDOT - CONST REHAB OF RUNWAY 5/23	0	280,000	0	280,000
430-0000-389-320-AP2503	FDOT - AIRFIELD MARKINGS (NON-AIP)	0	32,160	0	32,160
	Other Sources Revenue				
430-0000-380-200	FUNDS C/O FROM PRIOR YEAR	0	245,661	0	245,661
EXPENDITURES		4,060,370	4,649,115	0	8,709,485
430-4300-531-100-AP2401	FAA/FDOT - UPDATE MASTER PLAN	0	318,174	0	318,174
430-4300-552-000	HARDWARE/SOFTWARE	12,000	9,434	0	21,434
430-4300-662-000-AP2301	FDOT - EAST HANGAR COMPLEX - PHASE 1B	0	157,570	0	157,570
430-4300-663-000-AP2302	FAA/FDOT - AIRFIELD MARKINGS	0	97,344	0	97,344
430-4300-663-000-AP2311	FAA/FDOT - W APRON REHAB CONST (NON-AIP)	0	77,036	0	77,036
430-4300-663-000-AP2402	FDOT - HANGAR ELECTRICAL IMPROV DESIGN	0	33,096	0	33,096
430-4300-663-000-AP2403	FDOT - SOUTH CENTRAL APRON REHAB	0	67,028	0	67,028
430-4300-663-000-AP2404	FDOT - DESIGN RUNWAY 5/23 REHAB	0	227,100	0	227,100
430-4300-663-000-AP2406	FDOT - DESIGN TAXIWAY E LIGHTING	0	100,000	0	100,000
430-4300-663-000-AP2501	FAA/FDOT - CONST REHAB OF RUNWAY 5/23	0	3,500,000	0	3,500,000
430-4300-663-000-AP2503	FDOT - AIRFIELD MARKINGS (NON-AIP)	0	40,199	0	40,199
430-4300-664-000-AP2505	FUEL MASTER	0	15,399	0	15,399
430-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	32,796	6,735	0	39,531

STORMWATER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		3,345,170	621,329	0	3,966,499
	Other Sources Revenue				
450-0000-380-200	FUNDS C/O FROM PRIOR YEAR	0	621,329	0	621,329
EXPENDITURES		3,345,170	621,329	0	3,966,499
450-4500-531-100	PROFESSIONAL SERVICES	40,200	23,204	0	63,404
450-4500-663-000-SW2302	HUBBARD AVE & HIGH ST DRAINAGE IMPROV	0	57,130	0	57,130
450-4500-663-000-SW2502	WISCONSIN AVE PIPELINE IMPROVEMENTS	0	281,250	0	281,250
450-4500-663-000-SW2504	DESIGN OF EARL BROWN POND IMPROVEMENTS	0	225,000	0	225,000
450-4500-664-000-SW2406	NEW MANUAL INTAKE GATE-EARL BROWN	0	34,745	0	34,745

PERMITS & INSPECTIONS FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		4,768,434	431,576	0	5,200,010
	Other Sources				
480-0000-380-200	FUNDS C/O FROM PRIOR YEAR	0	431,576	0	431,576
EXPENDITURES		4,768,434	431,576	0	5,200,010
480-4800-531-100	PROFESSIONAL SERVICES	154,000	383,802	0	537,802
480-4800-552-000	HARDWARE/SOFTWARE	624,003	12,574	0	636,577
480-4800-664-000-PI2501	TRUCK FOR FIRE PREVENTION	0	32,000	0	32,000
480-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	101,005	3,200	0	104,205

Section 2. In all other respects the Budget of the City of DeLand, Florida for fiscal year 2025-2026 is hereby ratified and confirmed as adopted by Resolutions 2025-73.

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

PASSED AND DULY ADOPTED this 15^h 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

FY 25-26 Carryover Budget Amendment Details

Account Description		Increase	Decrease	Description
GENERAL FUND				
REVENUES		4,308,952	0	
001-0000-380-200	FUNDS C/O FROM PRIOR YEAR	1,783,573		Funds carried over from FY 24-25
001-0000-380-200	FUNDS C/O FROM PRIOR YEAR	1,288,603		Funds carried over from FY 24-25 (1% PILOT) Ladder Apparatus 75' Pierce Enforcer (\$1,288,603)
001-0000-380-203	FUNDS C/O - ARPA FUNDS	1,236,776		Funds carried over from FY 24-25 (ARPA Reserves) - Road Resurfacing (\$500,000) and Engine Replacement 2007 Contender (\$736,776)
EXPENDITURES		4,308,952	0	
001-0110-546-400	EQUIPMENT MAINTENANCE	32,572		CARRY OVER: to fund new AV equipment and Camera Replacement
001-0110-552-200	OPERATING CAPITAL	3,375		CARRY OVER: to fund new AV equipment
001-1117-531-100	PROFESSIONAL SERVICES	21,979		CARRY OVER: to fund new Beresford Redevelopment Brownfield Site Consultants
001-1118-531-100	PROFESSIONAL SERVICES	190,417		CARRY OVER: to fund Land Development Regulation Update Consultants
001-1119-531-100	PROFESSIONAL SERVICES	2,131		CARRY OVER: to fund BMAP Complicane Plan Scope Change
001-1222-552-200	OPERATING CAPITAL	7,000		CARRY OVER: to fund ALS Transition
001-1226-546-100	BUILDING MAINTENANCE	6,536		CARRY OVER: to fund Rekey All Locks at PD
001-1226-546-400	EQUIPMENT MAINTENANCE	14,021		CARRY OVER: to fund Tower 81 Repair
001-1226-552-000	HARDWARE/SOFTWARE	5,519		CARRY OVER: to fund Skydio Renewal
001-1301-552-200	OPERATING CAPITAL	4,300		CARRY OVER: to fund new AV equipment
001-1302-531-100	PROFESSIONAL SERVICES	2,000		CARRY OVER: to fund Transportation Engineering
001-1403-546-400	EQUIPMENT MAINTENANCE	6,397		CARRY OVER: to fund Motor/Pump Fountain EBP
001-1403-552-200	OPERATING CAPITAL	18,500		CARRY OVER: to fund Playground Mistfers at Freedom Park (\$16,000) and Bleachers at Earl Brown Park (\$2,500)
001-9999-991-190	TRANSFER TO GRANTS & SPEC REV	725,833		CARRY OVER: to fund Road Resurfacing
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	3,268,372		CARRY OVER: to fund City Hall Signs (\$14,704), Fire Station 82/83 Improvements (\$4,328), Fire Station 83 Addition (\$10,000), Engine Replacement 2007 Contender (\$736,776), Ladder Apparatus 75' Pierce Enforcer (\$1,288,603), Mach 81-82-83 (\$37,758), PD Perimeter Security Fencing and Wall (\$178,875), HVAC Chiller Water Valves (\$12,650), 600KW Diesel Generator at PD (\$200,776), City Entry Feature - Design (\$47,834), Beresford Extension Multi Use Path (\$119,819), Arlington Sidewalk (\$50,000), Sterling Dump Truck (\$268,743), Fuel Master Live (\$18,998), Spec Martin Improvements (\$4,494), Banquet Chairs at Sanborn Center (\$73,794), and Apgar Sports Complex Signs (\$153,220)
CONFISCATED FUNDS FUND				
REVENUES		13,407	0	
109-0000-380-200	FUNDS C/O FROM PRIOR YEAR	13,407		Funds carried over from FY 24-25
EXPENDITURES		13,407	0	
109-1229-549-100	OTHER OBLIGATIONS	13,407		CARRY OVER: to fund 16 Short Barreled Rifles

FY 25-26 Carryover Budget Amendment Details

Account Description		Increase	Decrease	Description
GOVERNMENTAL IMPACT FEES TRUST FUND				
REVENUES		477,354	0	
170-0000-380-210	FUNDS C/O FROM PRIOR YEAR - POLICE	136,610		Funds carried over from FY 24-25 - Police
170-0000-380-220	FUNDS C/O FROM PRIOR YEAR - FIRE	698		Funds carried over from FY 24-25 - Fire
170-0000-380-230	FUNDS C/O FROM PRIOR YEAR - GENERAL	339,348		Funds carried over from FY 24-25 - General Government
170-0000-380-240	FUNDS C/O FROM PRIOR YEAR - PARKS	698		Funds carried over from FY 24-25 - Parks and Rec
EXPENDITURES		477,354	0	
170-0106-531-100	PROFESSIONAL SERVICES	698		CARRY OVER: to fund Impact Fee Study
170-0106-664-000-AD2503	BOLLARDS	308,650		CARRY OVER: to fund Bollards
170-0106-665-000-AD2504	DOWNTOWN CAMERAS (6)	30,000		CARRY OVER: to fund Downtown Cameras
170-1222-531-100	PROFESSIONAL SERVICES	698		CARRY OVER: to fund Impact Fee Study
170-1226-531-100	PROFESSIONAL SERVICES	698		CARRY OVER: to fund Impact Fee Study
170-1226-552-200	OPERATING CAPITAL	30,900		CARRY OVER: to fund GETAC laptops
170-1226-664-000-PD2515	VEHICLE FOR NEW OFFICER (1 OF 6)	17,502		CARRY OVER: to fund In Car Radios and Cameras
170-1226-664-000-PD2516	VEHICLE FOR NEW OFFICER (2 OF 6)	17,502		CARRY OVER: to fund In Car Radios and Cameras
170-1226-664-000-PD2517	VEHICLE FOR NEW OFFICER (3 OF 6)	17,502		CARRY OVER: to fund In Car Radios and Cameras
170-1226-664-000-PD2518	VEHICLE FOR NEW OFFICER (4 OF 6)	17,502		CARRY OVER: to fund In Car Radios and Cameras
170-1226-664-000-PD2519	VEHICLE FOR NEW OFFICER (5 OF 6)	17,502		CARRY OVER: to fund In Car Radios and Cameras
170-1226-664-000-PD2520	VEHICLE FOR NEW OFFICER (6 OF 6)	17,502		CARRY OVER: to fund In Car Radios and Cameras
170-1403-531-100	PROFESSIONAL SERVICES	698		CARRY OVER: to fund Impact Fee Study
GRANTS & SPECIAL REVENUE FUND				
REVENUES		1,971,634	0	
190-0000-380-200	FUNDS C/O FROM PRIOR YEAR	255,507		CARRY OVER: to fund Road Resurfacing (LOGT Reserves)
190-0000-384-000	DEBT PROCEEDS	500,000		CARRY OVER: to fund Road Resurfacing
190-9999-381-001	TRANSFER FROM GENERAL FUND	725,833		CARRY OVER: to fund Road Resurfacing
190-9999-381-001	TRANSFER FROM GENERAL FUND	81,878		CARRY OVER: to fund Tra Thomas Park Improvement
190-9999-381-170-PR2301	ECHO - ALABAMA GREENWAY TRAIL	216,554		CARRY OVER: to fund Alabama Greenway Trail
190-0000-331-500-PW2501	CDBG 2025 - ADA IMPROVEMENTS	89,220		CARRY OVER: to fund ADA Improvements
190-0000-331-500-PR2522	CDBG 2025 - JACKSON LANE PARK PAVILION	102,642		CARRY OVER: to fund Jackson Lane Park Pavilion
EXPENDITURES		1,971,634	0	
190-1302-553-100	ROAD MATERIALS & SUPPLIES	1,481,340		CARRY OVER: to fund Road Materials & Supplies
190-1302-663-000-PW2501	CDBG 2025 - ADA IMPROVEMENTS	89,220		CARRY OVER: to fund ADA Improvements
190-1403-662-000-PR2522	CDBG 2025 - JACKSON LANE PARK PAVILION	102,642		CARRY OVER: to fund Jackson Lane Park Pavilion
190-1403-663-000-PR2301	ECHO - ALABAMA GREENWAY TRAIL	216,554		CARRY OVER: to fund Alabama Greenway Trail
190-1403-663-000-PR2423	CDBG 21&22 - TRA THOMAS PARK IMPROVEMENT	81,878		CARRY OVER: to fund Tra Thomas Park Improvement

FY 25-26 Carryover Budget Amendment Details

Account Description		Increase	Decrease	Description
CAPITAL PROJECT FUND				
REVENUES		7,853,943	0	
300-0000-380-200	FUNDS C/O FROM PRIOR YEAR	606,900		CARRY OVER: to fund Fire Station 83 Addition (\$163,240), 422 E Bereford Land Purchase (\$6,900) and Pickleball/Tennis Courts (\$436,760)
300-0000-380-202	FUNDS C/O FROM PRIOR YEAR - DEBT RESERVE	772,448		CARRY OVER: to fund Fire Station 83 Addition (\$689,263) and Pickleball Tennis Courts (\$83,184)
300-0000-384-000	DEBT PROCEEDS	3,191,000		CARRY OVER: to fund Pickleball/Tennis Courts (\$3,191,000)
300-9999-381-001	TRANSFER FROM GENERAL FUND	3,268,372		CARRY OVER: to fund City Hall Signs (\$14,704), Fire Station 82/83 Improvements (\$4,328), Fire Station 83 Addition (\$10,000), Engine Replacement 2007 Contender (\$736,776), Ladder Apparatus 75' Pierce Enforcer (\$1,288,603), Mach 81-82-83 (\$37,758), PD Perimeter Security Fencing and Wall (\$178,875), HVAC Chiller Water Valves (\$12,650), 600KW Diesel Generator at PD (\$200,776), City Entry Feature - Design (\$47,834), Beresford Extension Multi Use Path (\$119,819), Arlington Sidewalk (\$50,000), Sterling Dump Truck (\$268,743), Fuel Master Live (\$18,998), Spec Martin Improvements (\$4,494), Banquet Chairs at Sanborn Center (\$73,794), and Apgar Sports Complex Signs (\$153,220)
300-9999-381-401	TRANSFER FROM W&S FUND	5,288		CARRY OVER: to fund City Hall Signs (\$5,288)
300-9999-381-430	TRANSFER FROM AIRPORT FUND	6,735		CARRY OVER: to fund Fuel Master Live (\$6,735)
300-9999-381-480	TRANSFER FROM P&I FUND	3,200		CARRY OVER: to fund City Hall Signs (\$3,200)
EXPENDITURES		7,853,943	0	
300-0106-663-000-AD2501	CITY HALL MONUMENT SIGNS	23,192		CARRY OVER: to fund City Hall Signs
300-1222-552-200-FR2301	FIRE STATION 82/83 IMPROVEMENTS	4,328		CARRY OVER: to fund Fire Station 82/83 Improvements
300-1222-552-200-FR2401	FIRE STATION 83 ADDITION	22,571		CARRY OVER: to fund Fire Station 83 Addition
300-1222-662-000-FR2401	FIRE STATION 83 ADDITION	839,933		CARRY OVER: to fund Fire Station 83 Addition
300-1222-664-000-FR2307	ENGINE REPLACEMENT 2007 CONTENDER	783,776		CARRY OVER: to fund Engine Replacement 2007 Contender
300-1222-664-000-FR2308	LADDER APPARATUS 75' PIERCE ENFORCER	1,288,603		CARRY OVER: to fund Ladder Apparatus 75' Pierce Enforcer
300-1222-664-000-FR2503	MACH ALERT 81-82-83	37,758		CARRY OVER: to fund Mach 81-82-83
300-1226-663-000-PD2201	PD PERIMETER SECURITY FENCING AND WALL	178,875		CARRY OVER: to fund PD Perimeter Security Fencing and Wall
300-1226-664-000-PD2502	REPLACE FAULTY HVAC CHILLER WATER VALVES	12,650		CARRY OVER: to fund HVAC Chiller Water Valves
300-1226-664-000-PD2514	600KW DIESEL GENERATOR FOR POLICE	200,776		CARRY OVER: to fund 600KW Diesel Generator for Police
300-1301-661-000-PW2408	422 E BERESFORD LAND PURCHASE	6,900		CARRY OVER: to fund 422 E Beresford Land Purchase
300-1302-663-000-PW2216	CITY ENTRY FEATURE - DESIGN	47,834		CARRY OVER: to fund City Entry Feature
300-1302-663-000-PW2306	BERESFORD EXT. MULTI USE PATH WITH VOLUS	119,819		CARRY OVER: to fund Beresford Extension Multi Use Path
300-1302-663-000-PW2503	ARLINGTON SIDEWALK - PLYMOUTH TO OAKDALE	50,000		CARRY OVER: to fund Arlington Sidewalk
300-1302-664-000-PW2508	REPLACE 11320124- STERLING DUMP	268,743		CARRY OVER: to fund Sterling Dump Truck
300-1306-664-000-PW2515	FUEL MASTER LIVE	25,733		CARRY OVER: to fund Fuel Master Live
300-1403-663-000-PR2404	SPEC MARTIN IMPROVEMENTS	4,494		CARRY OVER: to fund Spec Martin Improvements
300-1403-663-000-PR2503	PICKLEBALL/TENNIS COURTS - EARL BROWN	3,710,944		CARRY OVER: to fund Pickleball/Tennis Courts
300-1403-664-000-PR2509	REPLACE BANQUET CHAIRS - SANBORN	73,794		CARRY OVER: to fund Banquet Chairs at Sanborn Center
300-1403-664-000-PR2523	APGAR SPORTS COMPLEX SIGNS	153,220		CARRY OVER: to fund Apgar Sports Complex Signs

FY 25-26 Carryover Budget Amendment Details

Account Description		Increase	Decrease	Description
WATER & SEWER FUND				
REVENUES		42,919,209	0	
401-0000-380-200	FUNDS C/O FROM PRIOR YEAR	17,358,102		Funds carried over from FY 24-25
401-0000-331-500-UT2541	CDBG 2025 - LS#16 GENERATOR	68,046		CARRY OVER: to fund LS #16 Generator
401-0000-384-000-UT2455	SRF LEAD SERVICE LINE REPLACEMENT	1,183,676		CARRY OVER: to fund SRF Lead Service Line Replacement
401-0000-384-000-UT2309	WMN CAPACITY EXPAN & AWT IMPR CONSTRUCT	13,920,875		CARRY OVER: to fund Wiley M Nash Capacity Expansion & AWT Improvement Construction
401-0000-389-220-UT2309	WMN CAPACITY EXPAN & AWT IMPR CONSTRUCT	9,185,477		CARRY OVER: to fund Wiley M Nash Capacity Expansion & AWT Improvement Construction
401-0000-389-410-UT2309	WMN CAPACITY EXPAN & AWT IMPR CONSTRUCT	1,203,033		CARRY OVER: to fund Wiley M Nash Capacity Expansion & AWT Improvement Construction
EXPENDITURES		42,919,209	0	
401-4201-531-100	PROFESSIONAL SERVICES	10,111		CARRY OVER: to fund CUP Environmental Impact Evaluation
401-4201-531-100	PROFESSIONAL SERVICES	6,366		CARRY OVER: to fund Interlocal Agreement for Water Project Planning and Programming
401-4201-552-200	OPERATING CAPITAL	2,812		CARRY OVER: to fund 800mhz Handheld Radios
401-4203-546-100	BUILDING MAINTENANCE	21,709		CARRY OVER: to fund WP#4 Minnesota Avenue Annual Maintenance
401-4203-661-000-UT1804	WTP #10 PROJECT A WELL SITE	65,720		CARRY OVER: to fund Land Acquisition for WP#10
401-4203-663-000-UT1804	WTP #10 PROJECT A WELL SITE	320,616		CARRY OVER: to fund DeLand Fairground Water Supply Wells
401-4203-663-000-UT1913	WTP#10 SUPPLY WELLS FG1-2	75,790		CARRY OVER: to fund WTP #10 Supply Wells FG 1-2
401-4203-663-000-UT2502	WATER PLANT #10 WELL FIELD & PLANT UPGRA	13,600,000		CARRY OVER: to fund Water Plant #10 Wellfield and Plant Upgrades
401-4203-664-000-UT2409	WATER PLANT SECURITY CAMERA REPLACEMENTS	39,374		CARRY OVER: to fund Water Plant Security Camera Replacements
401-4204-552-200	OPERATING CAPITAL	8,435		CARRY OVER: to fund 800mhz Handheld Radios
401-4204-663-000-UT2410	DOWNTOWN WATER IMPROVEMENTS PHASE 1	72,396		CARRY OVER: to fund Downtown Water Improvements Phase 1
401-4204-663-000-UT2455	SRF LEAD SERVICE LINE REPLACEMENT	1,183,676		CARRY OVER: to fund SRF Lead Service Line Replacement
401-4204-664-000-UT2506	HYDRAULIC 6" DIESEL PUMP ON TRAILER (ONE	73,512		CARRY OVER: to fund Hydraulic 6" Diesel Pump
401-4205-546-400	EQUIPMENT MAINTENANCE	29,244		CARRY OVER: to fund Aqua Diamond Filter Replacement
401-4205-552-200	OPERATING CAPITAL	22,104		CARRY OVER: to fund Wastewater Video Building Expansion
401-4205-661-000-UT2550	1265 AQUARIUS AVE LAND PURCHASE	5,925		CARRY OVER: to fund 1265 Aquarius Ave Land Purchase
401-4205-662-000-UT2222	NASH WRF ENG, PLANNING & CONSTRUCTION	47,208		CARRY OVER: to fund Nash WRF Construction
401-4205-663-000-UT2309	WMN CAPACITY EXPAN & AWT IMPR CONSTRUCT	21,968,555		CARRY OVER: to fund Wiley M Nash Construction
401-4205-664-000-UT2419	D.O. SENSORS (1 OF 3)	7,641		CARRY OVER: to fund D.O. Sensors
401-4205-664-000-UT2518	AQUA DIAMOND FILTER CLOTH REPLACMENT	13,688		CARRY OVER: to fund Aqua Diamond Filter Replacement
401-4206-552-200	OPERATING CAPITAL	8,435		CARRY OVER: to fund 800mhz Handheld Radios
401-4206-664-000-UT2348	L/S #79 REHABILITATION PROJECT	1,290,723		CARRY OVER: to fund LS #79 Rehab
401-4206-664-000-UT2532	LS#1 REHABILITATION DESIGN & REPLACEMENT	1,603,365		CARRY OVER: to fund LS #1 Rehab Design and Replacement
401-4206-664-000-UT2533	LS#82 REPLACEMENT & PANEL BOX	80,189		CARRY OVER: to fund LS #82 Replacement & Panel Box
401-4206-664-000-UT2534	LS#84 REPLACEMENT & PANEL BOX	84,974		CARRY OVER: to fund LS #84 Replacement & Panel Box
401-4206-664-000-UT2535	LS#86 REPLACEMENT & PANEL BOX	80,597		CARRY OVER: to fund LS #86 Replacement & Panel Box
401-4206-664-000-UT2536	LS#111 REPLACEMENT & PANEL BOX	290,215		CARRY OVER: to fund LS #111 Replacement & Panel Box
401-4206-664-000-UT2541	CDBG 2025 - LS#16 GENERATOR	61,129		CARRY OVER: to fund LS #16 Generator
401-4208-662-000-FM2301	ENCLOSE EXISTING POLE BARN	5,617		CARRY OVER: to fund Pole Barn
401-4209-664-000-CS2201	NEPTUNE AMI PILOT	208,514		CARRY OVER: to fund Neptune AMI Pilot
401-4210-552-200	OPERATING CAPITAL	2,812		CARRY OVER: to fund 800mhz Handheld Radios
401-4210-663-000-UT2335	EAST REGIONAL FORCE MAIN PART B DESIGN	294,436		CARRY OVER: to fund East Regional Force Main Part B Design
401-4210-663-000-UT2336	DOWNTOWN LIFT STATION & FM DESIGN	229,201		CARRY OVER: to fund Downtown Lift Station and Force Main Design
401-4210-663-000-UT2544	WESTSIDE SEWER INTERCEPTOR 1 OF 4	36,668		CARRY OVER: to fund Westside Sewer Interceptor
401-4210-663-000-UT2545	WESTSIDE SEWER INTERCEPTOR 2 OF 4	36,668		CARRY OVER: to fund Westside Sewer Interceptor
401-4210-663-000-UT2546	WESTSIDE SEWER INTERCEPTOR 3 OF 4	36,668		CARRY OVER: to fund Westside Sewer Interceptor
401-4210-663-000-UT2547	WESTSIDE SEWER INTERCEPTOR 4 OF 4	36,668		CARRY OVER: to fund Westside Sewer Interceptor
401-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	5,288		CARRY OVER: to fund City Hall Signs (\$5,288)
401-9999-991-403	TRANSFER TO WATER TRUST FUND	952,160		CARRY OVER: to fund Downtown Water Improvements Design (\$585,560) & 2024 Water Main Improvements (\$366,600)

FY 25-26 Carryover Budget Amendment Details

Account Description		Increase	Decrease	Description
WATER TRUST FUND				
REVENUES		3,919,191	0	
403-0000-380-200	FUNDS C/O FROM PRIOR YEAR	2,967,031		Funds carried over from FY 24-25
403-9999-381-401	TRANSFER FROM W&S FUND	952,160		CARRY OVER: to fund Downtown Water Improvements Design (\$585,560) & 2024 Water Main Improvements (\$366,600)
EXPENDITURES		3,919,191	0	
403-4230-663-000-WA2301	2024 WATER MAIN IMPROVEMENTS	342,517		CARRY OVER: to fund 2024 Water Main Improvements
403-4230-663-000-WA2302	DOWNTOWN WATER IMPROVEMENTS DESIGN	913,845		CARRY OVER: to fund Downtown Water Improvements Design
403-4230-663-000-WA2401	2025 WATER MAIN IMPROVEMENTS	2,373,723		CARRY OVER: to fund 2025 Water Main Improvements
403-4230-663-000-WA2501	2026 WATER MAIN IMPROVEMENTS DESIGN	289,106		CARRY OVER: to fund 2026 Water Main Improvements Design
WASTEWATER TRUST FUND				
REVENUES		2,911,449	0	
404-0000-380-200	FUNDS C/O FROM PRIOR YEAR	2,911,449		Funds carried over from FY 24-25
EXPENDITURES		2,911,449	0	
404-4240-663-000-WW2301	SJRWMD/FDEP - RECLAIM EXP CONST PH 5	37,143		CARRY OVER: to fund Reclaim Water Expansion Construction Phase 5
404-4240-663-000-WW2302	EAST REGIONAL FORCE MAIN PART A1 & A2	2,874,306		CARRY OVER: to fund East Regional Force Main Part A1 & A2
AIRPORT FUND				
REVENUES		4,649,115	0	
430-0000-380-200	FUNDS C/O FROM PRIOR YEAR	245,661		Funds carried over from FY 24-25
430-0000-389-200-AP2302	FAA/FDOT - AIRFIELD MARKINGS	79,565		CARRY OVER: to fund Airfield Markings
430-0000-389-200-AP2401	FAA/FDOT - UPDATE MASTER PLAN	283,656		CARRY OVER: to fund updated Airport Master Plan
430-0000-389-200-AP2501	FAA/FDOT - CONST REHAB OF RUNWAY 5/23	3,150,000		CARRY OVER: to fund Construction Rehab of Runway 5/23
430-0000-389-320-AP2301	FDOT - EAST HANGAR COMPLEX - PHASE 1B	126,056		CARRY OVER: to fund East Hangar Complex - Phase 1B
430-0000-389-320-AP2302	FAA/FDOT - AIRFIELD MARKINGS	3,894		CARRY OVER: to fund Airfield Markings
430-0000-389-320-AP2311	FAA/FDOT - W APRON REHAB CONST (NON-AIP)	62,340		CARRY OVER: to fund W Apron Rehab Construction
430-0000-389-320-AP2401	FAA/FDOT - UPDATE MASTER PLAN	25,454		CARRY OVER: to fund updated Airport Master Plan
430-0000-389-320-AP2402	FDOT - HANGAR ELECTRICAL IMPROV DESIGN	27,026		CARRY OVER: to fund Hangar Electrical Improvements
430-0000-389-320-AP2403	FDOT - SOUTH CENTRAL APRON REHAB	53,623		CARRY OVER: to fund South Central Apron Rehab
430-0000-389-320-AP2404	FDOT - DESIGN RUNWAY 5/23 REHAB	181,680		CARRY OVER: to fund design Runway 5/23 Rehab
430-0000-389-320-AP2406	FDOT - DESIGN TAXIWAY E LIGHTING	98,000		CARRY OVER: to fund design Taxiway E Lighting
430-0000-389-320-AP2501	FAA/FDOT - CONST REHAB OF RUNWAY 5/23	280,000		CARRY OVER: to fund Construction Rehab of Runway 5/23
430-0000-389-320-AP2503	FDOT - AIRFIELD MARKINGS (NON-AIP)	32,160		CARRY OVER: to fund Airfield Markings
EXPENDITURES		4,649,115	0	
430-4300-531-100-AP2401	FAA/FDOT - UPDATE MASTER PLAN	318,174		CARRY OVER: to fund updated Airport Master Plan
430-4300-552-000	HARDWARE/SOFTWARE	9,434		CARRY OVER: to fund Airport Cameras
430-4300-662-000-AP2301	FDOT - EAST HANGAR COMPLEX - PHASE 1B	157,570		CARRY OVER: to fund East Hangar Complex - Phase 1B
430-4300-663-000-AP2302	FAA/FDOT - AIRFIELD MARKINGS	97,344		CARRY OVER: to fund Airfield Markings
430-4300-663-000-AP2311	FAA/FDOT - W APRON REHAB CONST (NON-AIP)	77,036		CARRY OVER: to fund W Apron Rehab Construction
430-4300-663-000-AP2402	FDOT - HANGAR ELECTRICAL IMPROV DESIGN	33,096		CARRY OVER: to fund Hangar Electrical Improvements
430-4300-663-000-AP2403	FDOT - SOUTH CENTRAL APRON REHAB	67,028		CARRY OVER: to fund South Central Apron Rehab
430-4300-663-000-AP2404	FDOT - DESIGN RUNWAY 5/23 REHAB	227,100		CARRY OVER: to fund design Runway 5/23 Rehab
430-4300-663-000-AP2406	FDOT - DESIGN TAXIWAY E LIGHTING	100,000		CARRY OVER: to fund Design Taxiway E Lighting
430-4300-663-000-AP2501	FAA/FDOT - CONST REHAB OF RUNWAY 5/23	3,500,000		CARRY OVER: to fund Construction Rehab of Runway 5/23
430-4300-663-000-AP2503	FDOT - AIRFIELD MARKINGS (NON-AIP)	40,199		CARRY OVER: to fund Airfield Markings
430-4300-664-000-AP2505	FUEL MASTER	15,399		CARRY OVER: to fund Fuel Master
430-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	6,735		CARRY OVER: to fund Fuel Master Live (\$6,735)

FY 25-26 Carryover Budget Amendment Details

Account Description		Increase	Decrease	Description
STORMWATER FUND				
REVENUES		621,329	0	
450-0000-380-200	FUNDS C/O FROM PRIOR YEAR	621,329		Funds carried over from FY 24-25
EXPENDITURES		621,329	0	
450-4500-531-100	PROFESSIONAL SERVICES	23,204		CARRY OVER: to fund Stormwater Pond Inspections
450-4500-663-000-SW2302	HUBBARD AVE & HIGH ST DRAINAGE IMPROV	57,130		CARRY OVER: to fund Hubbard Ave & High St Drainage Improvements
450-4500-663-000-SW2502	WISCONSIN AVE PIPELINE IMPROVEMENTS	281,250		CARRY OVER: to fund Wisconsin Ave Pipeline Improvements
450-4500-663-000-SW2504	DESIGN OF EARL BROWN POND IMPROVEMENTS	225,000		CARRY OVER: to fund design of Earl Brown Pond Improvements
450-4500-664-000-SW2406	NEW MANUAL INTAKE GATE-EARL BROWN	34,745		CARRY OVER: to fund new Manual Intake Gate - Earl Brown
PERMITS & INSPECTIONS FUND				
REVENUES		431,576	0	
480-0000-380-200	FUNDS C/O FROM PRIOR YEAR	431,576		Funds carried over from FY 24-25
EXPENDITURES		431,576	0	
480-4800-531-100	PROFESSIONAL SERVICES	344,775		CARRY OVER: to fund demolitions
480-4800-531-100	PROFESSIONAL SERVICES	39,027		CARRY OVER: to fund Utility Network Plan and Migration Scope
480-4800-552-000	HARDWARE/SOFTWARE	12,574		CARRY OVER: to fund TRC Room A/V Upgrade
480-4800-664-000-PI2501	TRUCK FOR FIRE PREVENTION	32,000		CARRY OVER: to fund Truck for Fire Prevention
480-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	3,200		CARRY OVER: to fund City Hall Signs (\$3,200)

CITY OF DELAND
Request for Commission Action
December 15, 2025

SUBJECT: Consideration re Task Order Assignment, SA-HMW CW SRF Loan Application and Facility Revision and Updates.

DEPARTMENT: Utilities

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

ATTACHMENTS: Tank Proposal DE SAHM Scope & Fee

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

SUMMARY/HIGHLIGHT:

The City Utilities Department applied for a grant that was based on the 2024 Hurricanes of Helen and Milton that caused flooding of several structures at the Wiley M. Nash wastewater and the Lift Station #1 on Wisconsin Avenue. Based on documents that were submitted, the city was recently informed that we would receive a grant in the amount of \$7,600,000 with no repayment required to assist with making these two areas more resilient.

To complete the official application, the project will need to submit additional documents. This proposed task assignment will assist with that task. This project involves providing and submitting a complete SA-HWM CWSRF loan application and facility plan revision and update. The approved items were elevation adjustment of the headworks, generator and main electrical switchgear replacement, bar screen, and lift station #1 relocation. Only lift station #1 is currently under design and almost ready to bid. The rest of the projects will need to be assigned as a future budget amendment and task assignment.

The proposed task order encompasses that the existing Wiley M. Nash WRF Facility Plan will be substantially modified and amended to serve as Amendment #1 - "City of DeLand Clean Water Facility (CWSRF) Facility Plan". Tasks to be performed include project management, complete SA-HMW SRF loan application packages, substantially modify the existing CWSRF Facility Plan, Capital Finance Planning (CFP) assistance and loan agreement execution.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Facilities & Infrastructure

FISCAL IMPACT:

This proposed task order, if approved, will result in an obligation of \$37,000 as a new line item in the budget. This amount maybe recoverable under the grant.

RECOMMENDATION:

Staff recommends that the City Commission approve the subject task order with Mead & Hunt to provide

design and bidding services for the SA-HMW CW SRF Loan Application and Facility Revision and Updates project.

BACKGROUND/DISCUSSION:

This project will address several hurricane related items for the utilities department and make them more resilient in the future.



November 21, 2025

Mr. Jim Ailes
City of DeLand
Utilities Director
1102 S. Amelia Avenue
DeLand, FL 32724

Email: Ailesj@deland.org

Subject: SA-HMW CW SRF Loan Application and Facility Plan Revision and Updates

Dear Mr. Ailes:

We are pleased to offer this attached scope of services and fee estimate for the above referenced project. The purpose of this task assignment is to provide a complete SA-HWM SRF loan application with the facility plan revision and updates required for the project for the City of DeLand (CITY).

If you have any questions or require additional information, please contact me.

Sincerely,

MEAD & HUNT, INC.

A blue ink signature of Sheryl Parsons.

Sheryl Parsons
Funding Practice Leader

A blue ink signature of Brad Blais.

Brad Blais, PE
Vice President/Client Manager

SP/BB;bf

Attachment: Scope of Services and Fee Estimate

**TASK ORDER
FOR
CITY OF DELAND
SA-HMW SRF LOAN APPLICATION AND FACILITY PLAN REVISION AND UPDATE**

SECTION 1

GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

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

SECTION 2

GENERAL

This project involves providing and submitting a complete SA-HWM CWSRF loan application and facility plan revision and update. The existing Wiley M. Nash WRF Facility Plan will be substantially modified and amended to serve as Amendment #1 - "City of DeLand Clean Water Facility (CWSRF) Facility Plan". Tasks to be performed include project management, complete SA-HMW SRF loan application packages, substantially modify the existing CWSRF Facility Plan, Capital Finance Planning (CFP) assistance and loan agreement execution.

SECTION 3

SCOPE OF SERVICES

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

PHASE 1 – PROJECT MANAGEMENT

Project Coordination and Invoicing

MEAD & HUNT's Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project and prepare monthly invoices for the CITY. It is assumed that these services will be through September 30, 2026.

MEAD & HUNT will review the projects provided by the OWNER and should there be any questions regarding the information, a meeting will be scheduled with the OWNER to discuss the inquiries. It is estimated there will be one (1) project coordination meeting. MEAD & HUNT will prepare an agenda prior to the meeting and minutes to document the meeting.

Deliverables – Project Management

- Monthly Invoices
- Meeting Minutes

PHASE 2 – SA-HMW LOAN APPLICATION AND SUBMISSION

MEAD & HUNT will provide services to the OWNER, to provide and submit a complete application package for the SA-HMW SRF loan application for the CWSRF.

Deliverables – Complete SA-HMW SRF loan application packages

- Preparation of application packages
- Submission of application packages

PHASE 3 – CLEAN WATER SRF FACILITY PLAN Revision and Updates

TASK 1 – Clean Water Facility Plan revision and updates

MEAD & HUNT will revise and substantially modify the existing CWSRF Facility Plan to identify wastewater system professional services and capital projects as required by SA-HWM funding. This includes the Adopting Resolution.

TASK 2 –Capital Finance Plan Preparation

MEAD & HUNT will provide Capital Finance Planning (CFP) assistance. MEAD & HUNT assumes that information pertaining to rates and other financials to be provided by the OWNER or Raftelis. The CFP is a financial document which details the ability of the utility to generate sufficient revenue to repay the loan and meet existing and future operating expenses and debt service obligations. The CFP details current and projected operating expenses, debt service obligations, miscellaneous expenses, existing and projected revenues, and other sources of income which will be used to repay the loans.

TASK 3 –Loan Agreement Assistance

MEAD & HUNT will provide coordination and assistance on the OWNER's behalf in executing the loan agreement with the FDEP.

EXCLUSIONS

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

SECTION 4

PERFORMANCE SCHEDULE

The overall project Phases 1 and 2, is expected to be completed within one (1) month from Notice to Proceed (NTP). The schedule assumes the tasks will be completed as shown in the below table.

Phase/Task	Duration to Complete	Starting upon
<i>Phase 1 – Project Management</i>	<i>Sept. 30, 2026</i>	<i>Notice to proceed from CITY</i>
<i>Phase 2 – Loan Application Package and Submission</i>	<i>Jan. 30, 2026</i>	<i>Notice to proceed from CITY</i>
<i>Phase 3 – Facility Planning and Loan Assistance</i>	<i>Sept. 30, 2026</i>	<i>Notice to proceed from CITY</i>

SECTION 5

COMPENSATION TO THE CONSULTANT

For the Scope of Services described in this work assignment, MEAD & HUNT shall perform Phases 1 through 3 on a lump-sum basis. The lump-sum fee paid to MEAD & HUNT shall be **\$37,000.00** as summarized in the table below and shall be billed monthly based on percent complete for each task. MEAD & HUNT shall issue invoices to OWNER monthly in arrears for its fees for time for the immediate preceding month, together with a detailed breakdown of any expenses for such month incurred in accordance with this Work Assignment.

Phase/Task	Fee/Cost	Basis
<i>Phase 1 – Project Management</i>	<i>\$5,000</i>	<i>Lump Sum</i>
<i>Phase 2 – Funding Support</i>	<i>\$12,000</i>	<i>Lump Sum</i>
<i>Phase 3 – Facility Plan Revision and Update</i>	<i>\$20,000</i>	<i>Lump Sum</i>
TOTAL	\$37,000	

AUTHORIZATION:

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of the City of DeLand and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services.

MEAD AND HUNT, INC.		Approved by: MEAD & HUNT, INC.	
By:	<u>Sheryl Parsons</u> Author/Submitter	By:	<u>Brad T. Blais</u> Authorized Signer Review
Name:	<u>Sheryl Parsons</u>	Name:	<u>Brad T. Blais, P.E.</u>
Title:	<u>Funding Practice Leader</u>	Title:	<u>Vice President/Client Manager</u>
Date:	<u>November 21, 2025</u>	Date:	<u>November 21, 2025</u>

Accepted by: CITY OF DELAND

By: _____
The above person is authorized to sign for the Owner and bind the Owner to the terms hereof.

Name: _____

Title: _____

Date: _____

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

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

CITY OF DELAND
Request for Commission Action
December 15, 2025

SUBJECT: Consideration re Design and Bidding Services for Lift Station # 10 Relocation.

DEPARTMENT: Utilities

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

ATTACHMENTS: Mead and Hunt - DeLand Lift Station No 10 Relocation 11.24.2025

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

SUMMARY/HIGHLIGHT:

The current site for Lift Station # 10 is at the storm pond off of May Street. The station and auxiliary equipment due to major storms, since it was installed in 1968, has eroded the embankment and placed the wet well and equipment on the incline overlooking the pond. This is not an ideal space for it and the purpose of this task order is to design the relocation of the existing Lift Station along with most of the major components to the top of the hill, closer to the front of the property. This Capital Improvement was budgeted in the current fiscal year, as a storm resilience project for relocation to prevent future damage or flooding. This project aims to repurpose the existing backup generator, data flow panel, as well as the Smith & Loveless pumps.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

Facilities & Infrastructure.

FISCAL IMPACT:

The subject task order proposal covers survey, Geotech, design, permitting and bidding assistance. The total fee for these services is \$94,428.40. The FY 25/26 Water & Sewer budget includes \$103,871 to pay for these services.

RECOMMENDATION:

Staff recommends that the City Commission authorize Mead & Hunt to perform engineering and related professional services in connection with the Lift Station #10 Relocation Project.

BACKGROUND/DISCUSSION:

N/A



November 24, 2025

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

Email: Ailesj@deland.org

**Subject: DeLand Lift Station No. 10 Relocation
Design, Permitting and Bidding Assistance Scope of Services and Fee Estimate**

Dear Jim,

Mead & Hunt is pleased to submit this proposal to provide design and bidding services for the DeLand Lift Station No. 10 Relocation. The project includes relocating Lift Station No. 10 to the front of the existing city owned property. The existing station has a new generator, and Smith and Loveless pumps that will be reused at the new station. No capacity changes or hydraulic modeling will be included in this project.

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

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

Sincerely,
MEAD & HUNT, Inc.

A blue ink signature of Brad T. Blais.

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

A blue ink signature of Cassandra Cissell.

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

BTB/CMC:mg

Attachment: Scope of Services and Fee Estimate

**CITY OF DELAND
SCOPE OF SERVICES
FOR
DELAND LIFT STATION NO. 10 RELOCATION
DESIGN, PERMITTING AND BIDDING ASSISTANCE**

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

GENERAL

This project involves planning, survey, Geotech, design, permitting and bidding assistance for the proposed Lift Station No. 10 relocation. The project consists of the following elements:

- A new wetwell installed towards the front of the existing lift station property
- Relocate Existing Smith and Loveless pumps and controls to the new wetwell
- Tie into the existing force main
- Demolish the existing station
- Relocation of the existing backup generator and data flow panel
- Site restoration
- New Driveway
- New Fencing

SCOPE OF SERVICES

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

PHASE 1 – PROJECT MANAGEMENT

Project Coordination

MEAD & HUNT'S Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated eight (8) month project duration. The PM will manage the development of project work and subconsultant efforts.

Project Kick-Off Meeting

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

Quality Assurance / Quality Control

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

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary

PHASE 2 – PROJECT DESIGN

Task 1 – 60% Design Development

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

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

Deliverables – 60% Design

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

Task 3 – 100% Design Development

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

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

Deliverables – 100% Design

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

PHASE 3 – PERMITTING ASSISTANCE

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

FDEP Wastewater Collection System Permit

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 1000% design has been reviewed and accepted by the OWNER.

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

Deliverables – Permitting

- Final FDEP Wastewater Collection System Permit application

PHASE 4 – BIDDING ASSISTANCE

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

Bidding and Contract Documents

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

Pre-Bid Meeting

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

Addenda

MEAD & HUNT will respond to potential bidders' questions during the bid period. MEAD & HUNT will prepare suggested responses and provide the OWNER with a draft addendum for review. This scope of services assumes one (1) addendum will be completed. The OWNER shall be responsible for distribution of addenda.

Bid Review and Recommendation of Award

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

Deliverables – Bidding Services

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

PHASE 5 – SUBCONSULTANTS AND REIMBURSABLES

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

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

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

EXCLUSIONS

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

SCHEDULE

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

Phase/Task	Duration to Complete	Starting upon
<i>Phase 1 – Project Management</i>	<i>240 days</i>	<i>Receipt of Notice to Proceed</i>
<i>Phase 2 – Project Design</i>	<i>150 days</i>	<i>Receipt of Survey</i>
<i>Phase 3 – Permitting Assistance</i>	<i>60 days</i>	<i>Client approval of 100% Design</i>
<i>Phase 4 – Bidding Assistance</i>	<i>60 days</i>	<i>Client approval of Bid Documents</i>

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

COMPENSATION

The not-to-exceed cost for this Scope of Services, included Contingency Funds is **\$94,428.40**

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
<i>Phase 1 – Project Management</i>	<i>\$5,976.40</i>	<i>Lump Sum</i>
<i>Phase 2 – Project Design</i>	<i>\$55,221.80</i>	<i>Lump Sum</i>
<i>Phase 3 – Permitting Assistance</i>	<i>\$6,309.40</i>	<i>Lump Sum</i>
<i>Phase 4 – Bidding Assistance</i>	<i>\$6,570.80</i>	<i>Lump Sum</i>
<i>Subtotal</i>	<i>\$74,078.40</i>	
<i>Phase 5 – Subconsultants/Reimbursables</i>	<i>\$20,350.00</i>	<i>Actual cost + 10%</i>
<i>TOTAL</i>	<i>\$94,428.40</i>	

AUTHORIZATION:

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of the City of DeLand and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services.

MEAD AND HUNT, INC.	Approved by: MEAD & HUNT, INC.
By: <u>Cassandra Cissell</u> Author/Submitter	By: <u>[Signature]</u> Authorized Signer Review
Name: <u>Cassandra 'Casey' Cissell, P.E.</u>	Name: <u>Brad T. Blais, P.E.</u>
Title: <u>Project Manager</u>	Title: <u>Vice President/Client Manager</u>
Date: <u>November 24, 2025</u>	Date: <u>November 24, 2025</u>

Accepted by: CITY OF DELAND

By: _____
The above person is authorized to sign for the Owner and bind the Owner to the terms hereof.

Name: _____

Title: _____

Date: _____

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

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

CITY OF DELAND
Request for Commission Action
December 15, 2025

SUBJECT: Resolution Approving the Florida Department of Environmental Protection Grant Agreement #QG019, for the East Regional Force Main Project.

DEPARTMENT: Utilities

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

ATTACHMENTS: Resolution, Agreement

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

SUMMARY/HIGHLIGHT:

The Utility Department has been working on a project called the East Regional Force Main to extend a line from the Wiley M. Nash Facility to the Airport and Interstate 4. The projected cost for this project's five estimated phases was \$19,700,000 at the time of concept. To help offset that construction cost, the city applied for a septic to sewer grant for phases 3-5 that goes through the unincorporated area of Volusia County on East Minnesota Avenue and North Kepler to US 92.

This past July we were notified that the city would receive a grant of \$3,900,000 toward the construction of phase 3-5 of this project. In order to accept the grant, the City Commission has to approve the standard grant agreement and authorize the City Manager to sign and staff to take such other actions as necessary related to the grant.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

Natural Resource Limits

FISCAL IMPACT:

This will reduce the future impact on the Utilities Department to the amount of \$3,900,000 toward the completion of the East Regional Force Main project.

RECOMMENDATION:

Staff recommends that the City Commission approve the Standard Grant Agreement # QG019 between the State of Florida Department of Environmental Protection and the City of DeLand for the East Regional Force Main project.

BACKGROUND/DISCUSSION:

So far, phase A-1 has been completed and phase A-2 is under construction. Phase B-1 is under design and B-2 is designed and both will bid out mid-spring 2026.

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELAND, FLORIDA APPROVING THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STANDARD GRANT AGREEMENT BEARING AGREEMENT NUMBER QG019; AUTHORIZING THE CITY MANAGER TO EXECUTE SAME; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Environmental Protection has authorized a grant to the City relative to the City's East Regional Force Main project; and

WHEREAS, in order to procure the aforementioned grant, the City of DeLand is required execute and deliver to the State of Florida Department of Environmental Protection a Standard Grant Agreement, bearing Agreement Number QG019; and

WHEREAS, the City Commission desires to accept the grant and execute the Grant Agreement and to authorize the City Manager to sign the Grant Agreement and to otherwise authorize the City Manager to take all other actions relative to the Grant Agreement and the subject grant generally.

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

Section 1. Recitals.

The above recitals are hereby adopted as findings and incorporated into the text of this Resolution as legislative and administrative findings of the City Commission of the City of DeLand.

Section 2. Authorization

The City Commission of the City of DeLand hereby authorizes the City Manager of the City of DeLand to make, execute, and deliver to the State of Florida Department of Environmental Protection the Standard Grant Agreement bearing Agreement Number QG019.

Section 3. Conflicts.

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

Section 4. 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 5. Effective Date.

This Resolution shall become effective immediately upon adoption.

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

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy, MMC
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Agreement Number:

East Regional Force Main Septic-to-Sewer Conversion Project **QG019**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of DeLand** Entity Type: **Local Government**

Grantee Address: **120 South Florida Avenue, DeLand, Florida 32720** FEID: **59-6000307**

(Grantee)

3. Agreement Begin Date: **July 1, 2024** Date of Expiration: **September 30, 2029**

4. Project Number: Project Location(s): **Lat/Long: (29.0545, -81.2557)**
(If different from Agreement Number)

Project Description: **The Grantee will construct approximately 34,900 linear feet of force main within the East Regional Force Main project area.**

5. Total Amount of Funding: \$ 3,900,000.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	WQIG, GAA LI 1741, FY 24-25, WPSPTF	\$ 3,900,000.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 3,900,000.00

6. Department's Grant Manager Name: Noah McKenzie or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3602 Tallahassee, FL 32399-3000 Phone: 850-245-2913 Email: Noah.McKenzie@FloridaDEP.gov	Grantee's Grant Manager Name: Jim Ailes or successor Address: City of DeLand 1102 South Amelia Avenue DeLand, Florida 32724 Phone: 368-626-7250 Email: ailesj@deland.org
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of DeLand

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Michael Pleus, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Noah McKenzie, DEP Grant Manager

Kyleigh Revis, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:

- i. Standard Grant Agreement
- ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
- iii. Attachment 1, Standard Terms and Conditions
- iv. The Exhibits in the order designated in the Standard Grant Agreement

- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:

- (1) an increase or decrease in the Agreement funding amount;
- (2) a change in Grantee's match requirements;
- (3) a change in the expiration date of the Agreement;
- (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
- (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.

A change order to this Agreement may be used when:

- (1) task timelines within the current authorized Agreement period change;
- (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
- (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
- (4) fund transfers between budget categories for the purposes of meeting match requirements.

This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

Attachment 1

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execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

Attachment 1

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- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

Attachment 1

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- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

Attachment 1

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- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. 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.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
 - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
 - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
 - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
 - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
 - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
 - d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:
<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

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- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

Attachment 1

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. QG019**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is East Regional Force Main Septic-to-Sewer Conversion Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2024 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts/grants with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of

Attachment 2

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transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: East Regional Force Main Septic-to-Sewer Conversion Project

PROJECT LOCATION: The Project will be located in the City of DeLand within Volusia County; Lat/Long (29.0545, -81.2557). See Figure 1 for a location map and site plan.

PROJECT BACKGROUND: The Deland East Regional project area is in the impaired watersheds of Deep Creek and the Lakes Harney, Monroe, MSJR and Smith Canal BMAP. The neighborhoods within the project area contain nearly 1/3 of the City's existing septic systems, border multiple lakes, and have many small waterways running through them. The area also contains many older homes, all of which have septic systems. As septic systems age, they have an increased risk of leaching excess nutrients into nearby surface and ground water. In this phase the City of Deland (Grantee) will construct a regional force main that will allow for the abandonment of 953 septic systems in future phases. Once all phases are completed, nutrient leaching in the east regional sector will decrease by 95%, contributing to the water quality restoration goals delineated by the Florida Department of Environmental Protection.

PROJECT DESCRIPTION: The Grantee will construct approximately 34,900 linear feet of force main within the East Regional Force Main project area.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: \$4,000,000 from the City of DeLand. A summary of the local contributions will be required in the Final Quarterly Progress Report, and financial supporting documentation shall be provided upon request.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Construction

Deliverables: The Grantee will construct the East Regional Force Main Septic-to-Sewer Conversion Project in accordance with the final design. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions; lift stations and other infrastructure associated with the grant; and both the parcels connected to sewer and the parcels where sewer has been made available for connection but not yet connected along with associated grant information. Pursuant to section 381.00655, Florida Statutes, for any parcels for which sewer was made available, but for which connection has not yet been made, the Grantee will notify in writing owners of such parcels that the system is available for connection and that they must connect to the installed sewer system within 365 days of such written notification.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit: 3) an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted; and 4) one copy of a notification letter and a signed statement by the grant manager that notifications to all parcels for which sewer is available, but not yet connected, was sent. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

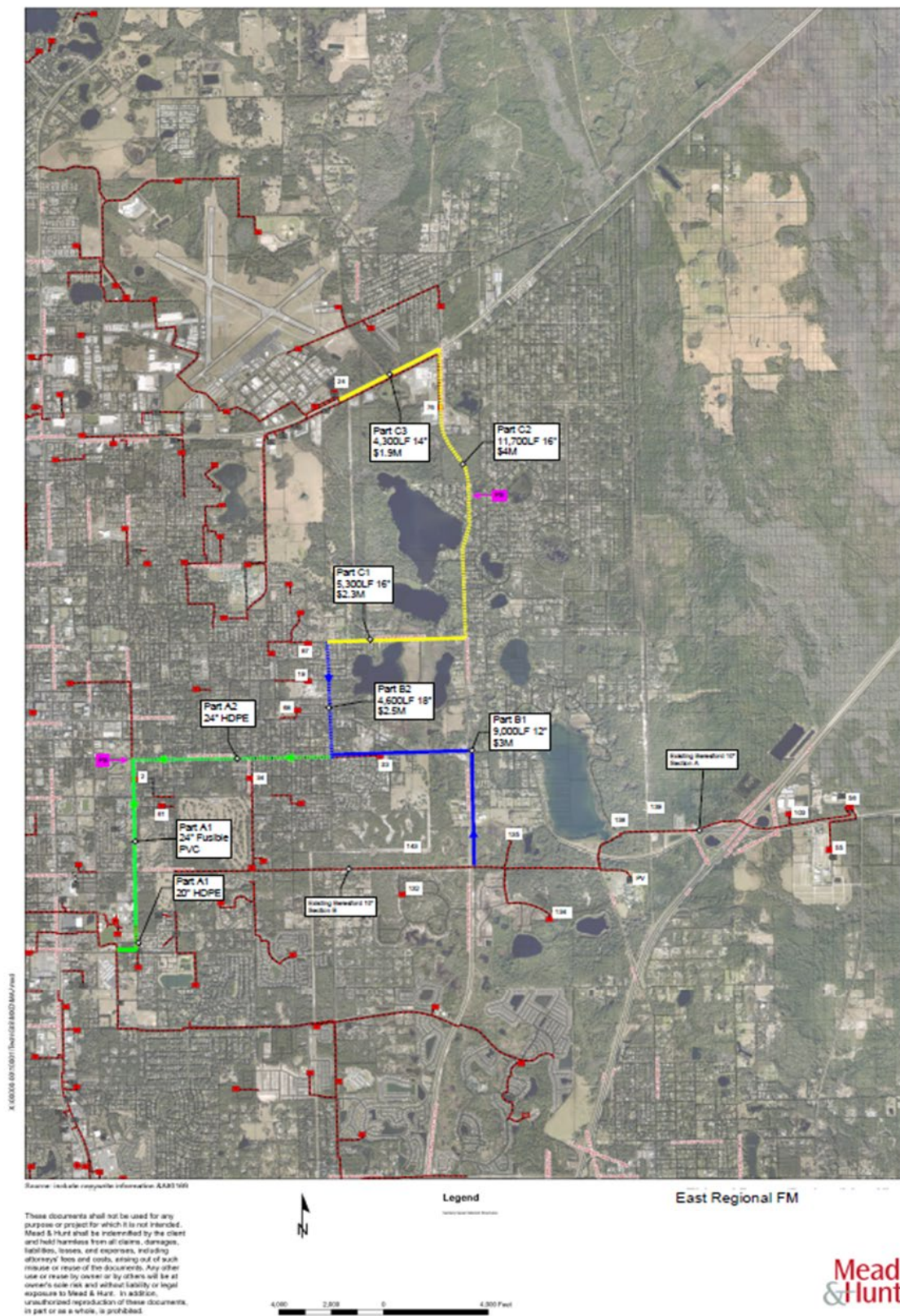
Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$3,900,000	07/01/2024	03/31/2029
Total:			\$3,900,000		

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Figure 1: Location Map/Site Plan



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

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PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

Attachment 5

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General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2024-2025	37.039	Statewide Water Quality Restoration Projects - LI 1741, WPSPTF	\$3,900,000.00	149950
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award					\$3,900,000.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

CITY OF DELAND
Request for Commission Action
December 15, 2025

SUBJECT: Resolution Approving Locally Funded Agreement (LFA), with Florida Department of Transportation Roundabout Center Feature Construction Located at Kepler Road and State Road 44.

DEPARTMENT: Public Works

PREPARED BY: Ray Underwood, Public Works Director

ATTACHMENTS: Resolution, 431922-1-52-05 - AC LFA - City of Deland, 431922-1-52-05 Three Party Escrow Agreement, DeLand CAF Plans

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

SUMMARY/HIGHLIGHT:

The Florida Department of Transportation through a Locally Funded Agreement (LFA), will allow the City of DeLand to construct a center/entryway feature within the roundabout located at Kepler Rd and SR44. This feature will be the fifth feature constructed as part of our master overhaul of our entryway signs. In order to complete this project, an agreement must be in place which will allow FDOT to construct this feature with the current contractor (P&S Paving). Once completed, ownership and all maintenance will be the sole responsibility of the city.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sense of Community

SUSTAINABILITY:

Green Infrastructure

FISCAL IMPACT:

Construction of the center feature will result in an expenditure of \$338,699.00. The FY 25-26 Capital Fund budget includes \$350,000 for this project.

RECOMMENDATION:

Staff recommends that the City Commission approve this agreement with FDOT related to the construction of one roundabout Entry Sign/Feature.

BACKGROUND/DISCUSSION:

In May 2024, the City Commission awarded an agreement for professional services to CPH, Inc. to provide Roundabout Entry Sign/Feature concepts along with drafting final plans.

A large part of the FDOT permitting process was entering into a Community Aesthetic Feature agreement. This particular agreement was approved on August 4, 2025, and allows the city to construct a roundabout entryway aesthetic feature within their right-of-way. This agreement will stay in place until December 31, 2040, at which time the agreement can be renewed for a term no longer than this original one.

RESOLUTION NO. 2025 –

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AUTHORIZING THE EXECUTION OF A LOCALLY FUNDED AGREEMENT BETWEEN THE CITY OF DELAND AND THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF A CENTER/ENTRYWAY FEATURE LOCATED WITHIN THE ROUNDABOUT AT KEPLER ROAD AND STATE ROAD 44; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of DeLand wishes to enter into a Locally Funded Agreement (attached hereto) with State of Florida Department of Transportation, for the construction of a center/entryway feature located in the roundabout island at Kepler Road and State Road 44; and

WHEREAS, this is the fifth feature constructed as part of the master overhaul of the City's entryway signs and it is necessary to execute the attached agreement in order to complete this particular project.

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

Section 1. The City Commission hereby authorizes the mayor or his designee to execute the Locally Funded Agreement between the City of DeLand and the State of Florida, Department of Transportation, a copy of which is attached hereto, for the construction of a center/entryway feature in the roundabout island located at Kepler Road and State Road 44.

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

PASSED AND DULY ADOPTED this 15th 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

Agency: City of Deland Vendor No.: F596000307001	Fund: LF Contract Amount: \$338,699.00	Financial Project No.: 431922-1-52-05
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**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
CITY OF DELAND**

This **AGREEMENT**, made and entered into _____,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT") and the CITY OF DELAND (hereinafter referred to as the "LOCAL GOVERNMENT"),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto as Exhibit "C", and made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five-Year Work Program, to undertake the project described as: "State Road 44 at Kepler Road Intersection Improvements", said project being known as Financial Project Number (FPN) 431922-1-52-05, hereinafter referred to as the "Project"; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to provide the funds for: the construction of a Community Aesthetic Feature in the roundabout island at State Road 44 and Kepler Road, in Fiscal Year 2025/2026, said Project being known as FPN 431922-1-52-05, and said improvements shall hereinafter be referred to as the "Additional Improvements"; and

WHEREAS, in order to maintain uniformity throughout the Project and to provide for the Additional Improvements in a cost effective manner, the LOCAL GOVERNMENT desires to

have said Additional Improvements made a part of the Project and to provide funding to the DEPARTMENT to be used for the Additional Improvements as described in "Exhibit A".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the LOCAL GOVERNMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall cause the Additional Improvements described in Exhibit "A" to be incorporated into the DEPARTMENT'S plans for the State Road 44 at Kepler Road Intersection Improvements and to be constructed as a part of said Project.

3. The DEPARTMENT shall perform necessary preliminary engineering, prepare any and all design plans, acquire all necessary right-of-way, perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work, all as may be applicable for the Project as previously defined. The Project as previously defined may include some or all of the foregoing activities. Nothing in this Agreement may be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

4. After construction is complete, the LOCAL GOVERNMENT agrees to inspect and maintain the constructed improvements in perpetuity as specified in Exhibit "A", Scope of Services.

5. Participation by the LOCAL GOVERNMENT in the funds for the construction phase of the Project shall be made as follows:

(A) The DEPARTMENT'S current estimate of cost for the Additional Improvements is **\$338,699.00 (Three Hundred Thirty-Eight Thousand, Six Hundred Ninety-Nine Dollars and No/100)**. The DEPARTMENT'S performance and obligation to construct the Project is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be

effective upon the DEPARTMENT giving written notice to the LOCAL GOVERNMENT to that effect.

(B) The Project is being funded by the LOCAL GOVERNMENT in the amount of **\$338,699.00 (Three Hundred Thirty-Eight Thousand, Six Hundred Ninety-Nine Dollars and No/100)**. Said funds are programmed under Financial Project Number (FPN) 431922-1-52-05. As described in paragraph 5(C) below, the LOCAL GOVERNMENT agrees that it will provide the balance of the funding necessary to complete the Project.

(C) The LOCAL GOVERNMENT agrees that it will, **within at least fourteen (14) calendar days of the execution of this Agreement**, furnish the DEPARTMENT an advance deposit in the amount of **\$338,699.00 (Three Hundred Thirty-Eight Thousand, Six Hundred Ninety-Nine Dollars and No/100)** for full payment of the estimated project cost for Locally Funded project number 431922-1-52-05. The advance deposit shall be the total estimated project cost plus allowances, including contingency. The DEPARTMENT **shall** utilize this deposit, as well as any interest accrued, for payment of the costs of the project.

(D) If the accepted bid amount plus allowances is in excess of the advance deposit amount, the LOCAL GOVERNMENT will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting of the accepted bid, whichever is earlier, so that the total deposit is equal to the bid amount plus allowances. The DEPARTMENT will notify the LOCAL GOVERNMENT as soon as it becomes apparent the accepted bid amount, plus allowances, is in excess of the advance deposit amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below. If the LOCAL GOVERNMENT cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT project manager indicating when the deposit will be made. The LOCAL GOVERNMENT understands the request and approval of the additional time could delay the project, and additional costs may be incurred due to a delay of the project.

(E) If the accepted bid amount plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the bid amount plus allowances if such refund is requested by the LOCAL GOVERNMENT in writing.

(F) Should project modifications or changes to bid items occur that increase the LOCAL GOVERNMENT share of total project costs, the LOCAL GOVERNMENT will be notified by the DEPARTMENT accordingly. The LOCAL GOVERNMENT agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund its share of the Project. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent the actual costs will overrun the award amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation during the Project and on final accounting as provided herein below. Funds due from the LOCAL GOVERNMENT during the Project not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, Florida Statutes (F.S.).

(G) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty days (360) of final payment to the Contractor. The DEPARTMENT considers the Project complete when the final payment has been made to the Contractor, not when the construction work is complete. All project cost records and accounts shall be subject to audit by a representative of the LOCAL GOVERNMENT for a period of three (3) years after final close out of the project. The LOCAL GOVERNMENT will be notified of the final cost. Both parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the LOCAL GOVERNMENT. If the final accounting is not performed within three hundred and sixty (360) days, the LOCAL GOVERNMENT is not relieved from its obligation to pay.

(H) In the event the final accounting of total project costs is greater than the total deposits to date, the LOCAL GOVERNMENT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The LOCAL GOVERNMENT agrees to pay interest at a rate as established pursuant to Section 55.03, F. S., on any invoice not paid within forty (40) calendar days until the invoice is paid.

(I) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached escrow agreement between LOCAL GOVERNMENT, DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury.

(J) Contact Persons:

DEPARTMENT

District 5 Local Government Agreements
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720-6834
(386) 943-5623
D5-LGA@dot.state.fl.us

LOCAL GOVERNMENT

Ray Underwood
Public Works Director
City of Deland
1102 South Garfield Avenue
Deland, Florida 32720
(386) 626-7194
underwoodr@deland.org

6. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

7. In the event this Agreement is in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

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

contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

8. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

9. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

10. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

11. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

(A) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

(B) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on _____, and the DEPARTMENT has executed this Agreement on _____.

CITY OF DELAND

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attest:

Attest:

Executive Secretary

Legal Review:

Legal Review:

LOCAL GOVERNMENT Attorney

DEPARTMENT Attorney

Financial Provisions Approval by
Department of Comptroller on:

July 8, 2019

EXHIBIT "A"**SCOPE OF SERVICES**

The purpose of this project, currently under construction, is to complete intersection improvements involving the construction of a multi-lane roundabout at the intersection of State Road 44/East New York Avenue and Kepler Road in Volusia County. The project includes resurfacing State Road 44 from approximately 800 feet west of Kepler Road to Talisman Road, and resurfacing Kepler Road from 650 feet south of Kepler Road to 1,250 feet north of State Road 44. In addition, a center bidirectional turn lane is being added along State Road 44 from east of Kepler Road to Lake Winnemissett Drive.

This Locally Funded Agreement is funded by the City of DeLand for the construction of a Community Aesthetic Feature (CAF), consisting of a roundabout monument sign with associated landscaping and hardscaping. This feature will be constructed within the roundabout island at State Road 44 and Kepler Road.

The DEPARTMENT'S Contractor shall construct the Additional Improvements as part of the construction contract for State Road 44 at Kepler Road Intersection Improvements.

After construction is complete, the LOCAL GOVERNMENT shall at all times be responsible, at their own cost and expense, for maintaining the Additional Improvements constructed under this Agreement, in perpetuity, which includes clean-up, removal and disposal of debris from catastrophic events or accidents as well as routine maintenance. The LOCAL GOVERNMENT will respond to and handle any citizen complaints. If the Additional Improvements needs to be rehabilitated and/or repaired at any time in the future, the DEPARTMENT is under no obligation to restore, repair or replace the Additional Improvements.

The remainder of this page intentionally left blank.

EXHIBIT "B"**ESTIMATE****ENGINEER'S COST ESTIMATE FOR
INCREASE, DECREASE OR ALTERATION IN THE WORK**

FIN#:	431922-1-52-05	Contract #:	T5822	Fed Proj. #:	D523069B
Point of Contact (Name/Phone #):	Wallace Combs/(386) 338-2945				
Email Address:	wcombs@pandspavinginc.com				
Estimate Prepared By:	Wallace Combs				
Description:	Monument Sign Cost Proposal				

GENERAL CONTRACTOR		P & S Paving, Inc.	
a) LABOR and BURDEN			\$ 17,987.31
b) MATERIALS AND SUPPLIES			\$ 3,625.00
c) EQUIPMENT			\$ 19,332.50
d) INDIRECT COST, EXPENSES, AND PROFIT			\$ 23,383.84
			<u>\$ 64,328.66</u>
SUBCONTRACTOR		Coleman Goodmote Construction, Inc.	
a) LABOR and BURDEN			\$ 274,370.00
b) MATERIALS AND SUPPLIES			\$ -
c) EQUIPMENT			\$ -
d) INDIRECT COST, EXPENSES, AND PROFIT			\$ -
			<u>\$ 274,370.00</u>
SUBCONTRACTOR		0	
a) LABOR and BURDEN			\$ -
b) MATERIALS AND SUPPLIES			\$ -
c) EQUIPMENT			\$ -
d) INDIRECT COST, EXPENSES, AND PROFIT			\$ -
			<u>\$ -</u>
SUBCONTRACTOR			
a) LABOR and BURDEN			\$ -
b) MATERIALS AND SUPPLIES			\$ -
c) EQUIPMENT			\$ -
d) INDIRECT COST, EXPENSES, AND PROFIT			\$ -
			<u>\$ -</u>
TOTAL COST OF INCREASE, DECREASE OR ALTERATION IN THE WORK			\$ 338,698.66

The remainder of this page intentionally left blank.

EXHIBIT “C”

RESOLUTION

The Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), City of Deland ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: State Road 44 at Kepler Road Intersection Improvements
Community Aesthetic Feature in roundabout island at State
Road 44 and Kepler Road
Project #: 431922-1-52-05
County: Volusia County

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow

account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. 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 one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT-OOC (signature)

For PARTICIPANT (signature)

Name and Title

Name and Title

59-3024028
Federal Employer I.D. Number

Federal Employer I.D. Number

Date

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date



PROJECT LOCATION MAP

SHEET INDEX:

SHEET H1: CLEAR SIGHT LINE PLAN
 SHEET H2: SITE PLAN
 SHEET H3: HARDSCAPE PLAN
 SHEET H4: HARDSCAPE DETAILS
 SHEET H5: HARDSCAPE DETAILS
 SHEET H6: HARDSCAPE DETAILS
 SHEET H7: FINISH SCHEDULE
 SHEET H8: FINISH SCHEDULE
 SHEET L1: LANDSCAPE PLAN
 SHEET L2: LANDSCAPE PLAN
 SHEET L3: LANDSCAPE PLANT LIST
 SHEET L4: LANDSCAPE DETAILS
 SHEET L5: LANDSCAPE NOTES
 SHEET I1: IRRIGATION PLAN
 SHEET I2: IRRIGATION PLAN SCHEDULE
 SHEET I3: IRRIGATION PLAN NOTES
 SHEET I4: IRRIGATION PLAN NOTES
 SHEET I5: IRRIGATION PLAN DETAILS
 SHEET I6: IRRIGATION PLAN DETAILS



City of DeLand
 Public Works Department
 1102 South Garfield Avenue
 DeLand, FL 32720
 386.626.7195
www.deland.org

City of DeLand
 Kepler Road Roundabout Monument Sign
 Volusia County, Florida

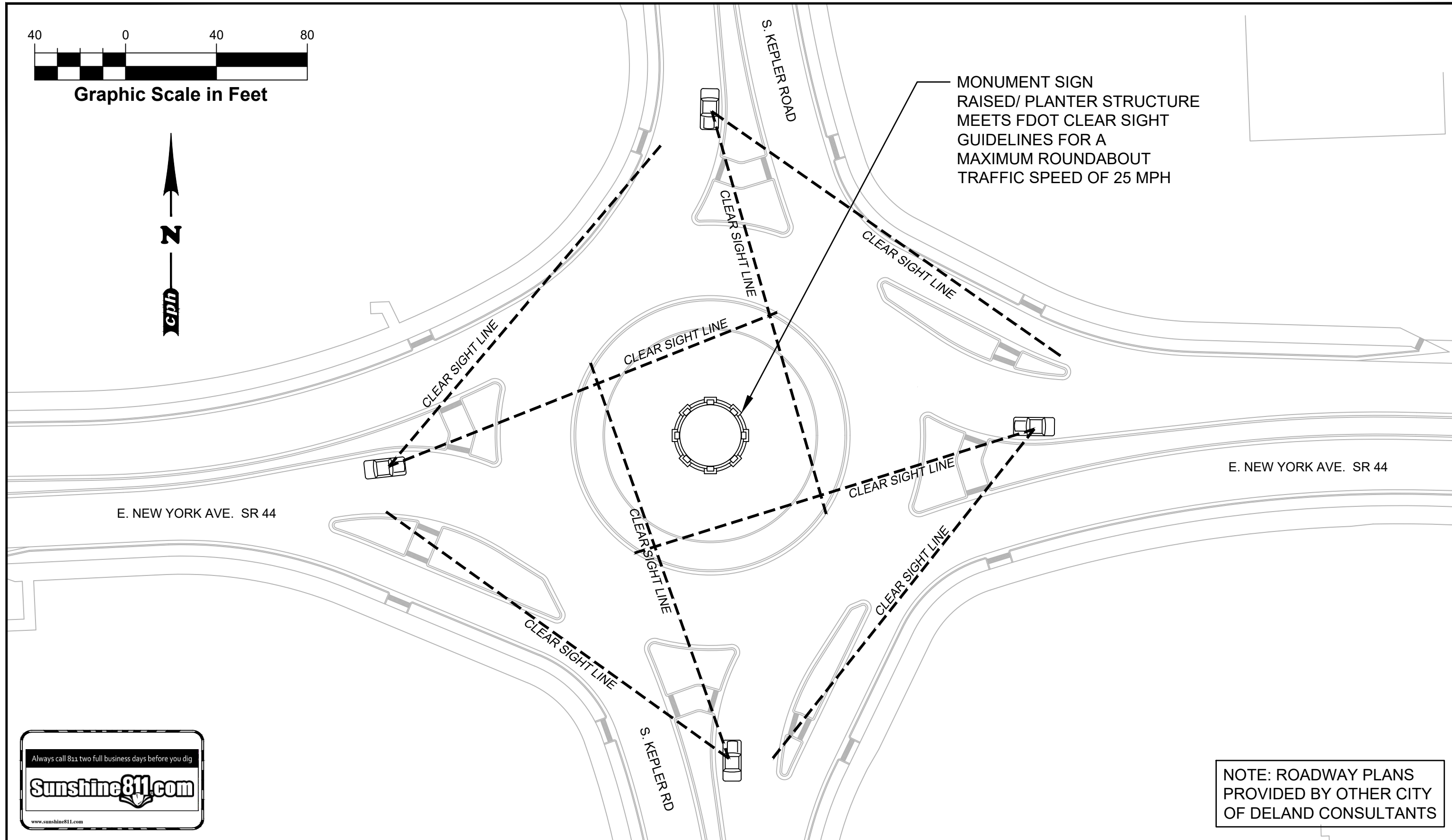
CONSTRUCTION DOCUMENTS



***Building Better
Communities Together***
 500 West Fulton Street
 Sanford, FL 32771
 407.322.6841
www.cphcorp.com



Graphic Scale in Feet



MONUMENT SIGN
RAISED/ PLANTER STRUCTURE
MEETS FDOT CLEAR SIGHT
GUIDELINES FOR A
MAXIMUM ROUNDABOUT
TRAFFIC SPEED OF 25 MPH

E. NEW YORK AVE. SR 44

NOTE: ROADWAY PLANS
PROVIDED BY OTHER CITY
OF DELAND CONSULTANTS

Always call 811 two full business days before you dig

Sunshine811.com

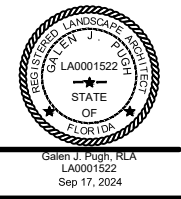
www.sunshine811.com

No.	Date	Revision	By	No.	Date	Revision	By
1				1			
2				2			
3				3			
4				4			



**Building Better
Communities Together**
500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841
© 2024

Plans Prepared By:
CPH, LLC
A Full Service A & E Firm



**Galen J
Pugh**

Digitally signed by Galen J Pugh
DN: C=US, O=Florida,
dnQualifier=A01410D00000180F
7712EC700008443, CN=Galen J
Pugh
Date: 2024.09.18 15:42:36-04'00'

This item has been digitally signed and
sealed by Galen J. Pugh on the date
adjacent to the seal. Printed copies of
this document are not considered
signed and sealed and the signature
must be verified on any
electronic copies.

Designed by:	G. Pugh
Drawn by:	M. Erquitt
Checked by:	G. Pugh
Date:	7/29/2024
Job No.	D0945

City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida

Clear Sight Line Plan

Sheet No.
H1

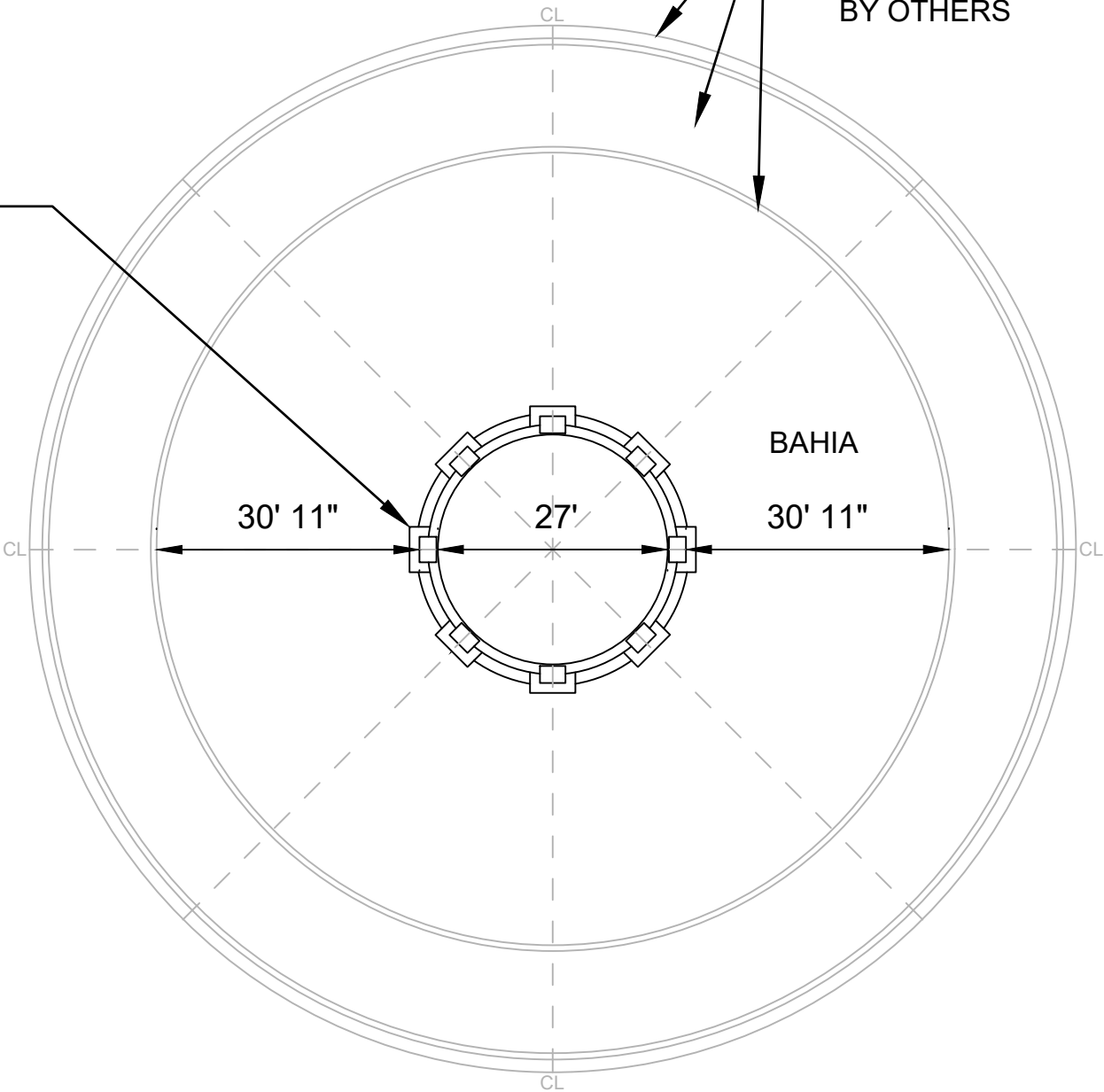


Graphic Scale in Feet



MONUMENT SIGN /
RAISED PLANTER
STRUCTURE

CURB, APRON AND
SCORE BAND PER
ROADWAY DRAWINGS
BY OTHERS



E. NEW YORK AVE. SR 44

E. NEW YORK AVE. SR 44

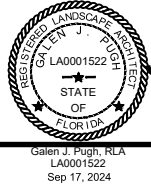
NOTE: ROADWAY PLANS
PROVIDED BY OTHER CITY
OF DELAND CONSULTANTS

No.	Date	Revision	By	No.	Date	Revision	By
1				1			
2				2			
3				3			
4				4			
5				5			



**Building Better
Communities Together**
500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841
© 2024

Plans Prepared By:
CPH, LLC
A Full Service A & E Firm



Galen J Pugh

Digitally signed by Galen J
Pugh
DN: C=US, O=Florida,
dnQualifier=A01410D000001
80F7712EC700008443,
CN=Galen J Pugh
Date: 2024.09.18
15:42:52-04'00'

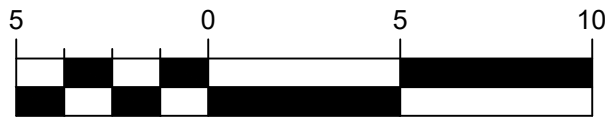
This item has been digitally signed and
sealed by Galen J. Pugh on the date
adjacent to the seal. Printed copies of
this document are not considered
signed and sealed and the signature
must be verified on any
electronic copies.

Designed by:	G. Pugh
Drawn by:	M. Erquitt
Checked by:	G. Pugh
Date:	7/29/2024
Job No.	D0945

City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida

Site Plan

Sheet No.
H2



Graphic Scale in Feet



SIGN FACE FEATURING
CAST LOGO, PIN MOUNTED
EXTRUDED LETTERS
AND TILE BACKGROUND

CONTINUOUS CIRCULAR
RETAINING WALL WITH
BRICK VENEER AND
CAST STONE CAP

SIGN FACE

PILASTER COLUMN
WITH BRICK VENEER,
CAST STONE CAP
AND MEDALLION

BRICK PAVER MOWER
STRIP SURROUNDS
ENTIRE CONTINUOUS
RETAINING WALL

SIGN FACE

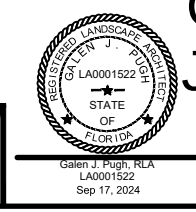
RAISED LANDSCAPE AREA
(REFER TO LANDSCAPE PLANS)

No.	Date	Revision	By	No.	Date	Revision	By
1				2			
3				4			
5				6			
7				8			
9				10			



**Building Better
Communities Together**
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CN=Galen J Pugh
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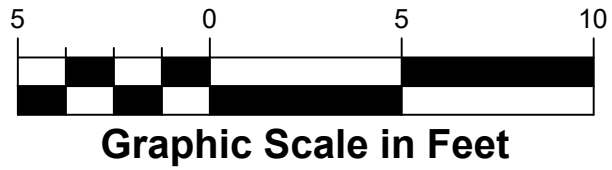
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Checked by:	G. Pugh
Date:	7/29/2024
Job No.	D0945

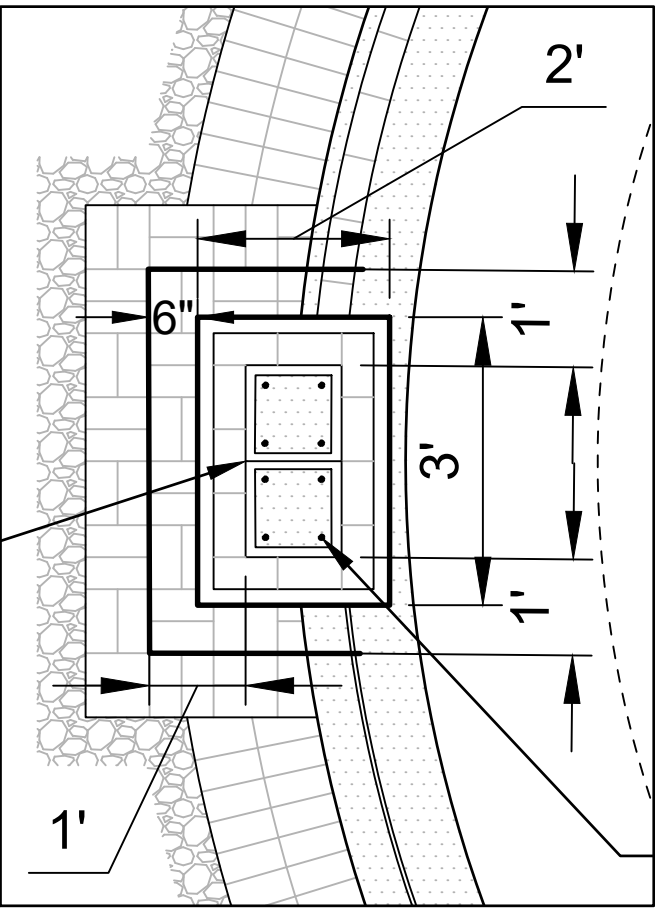
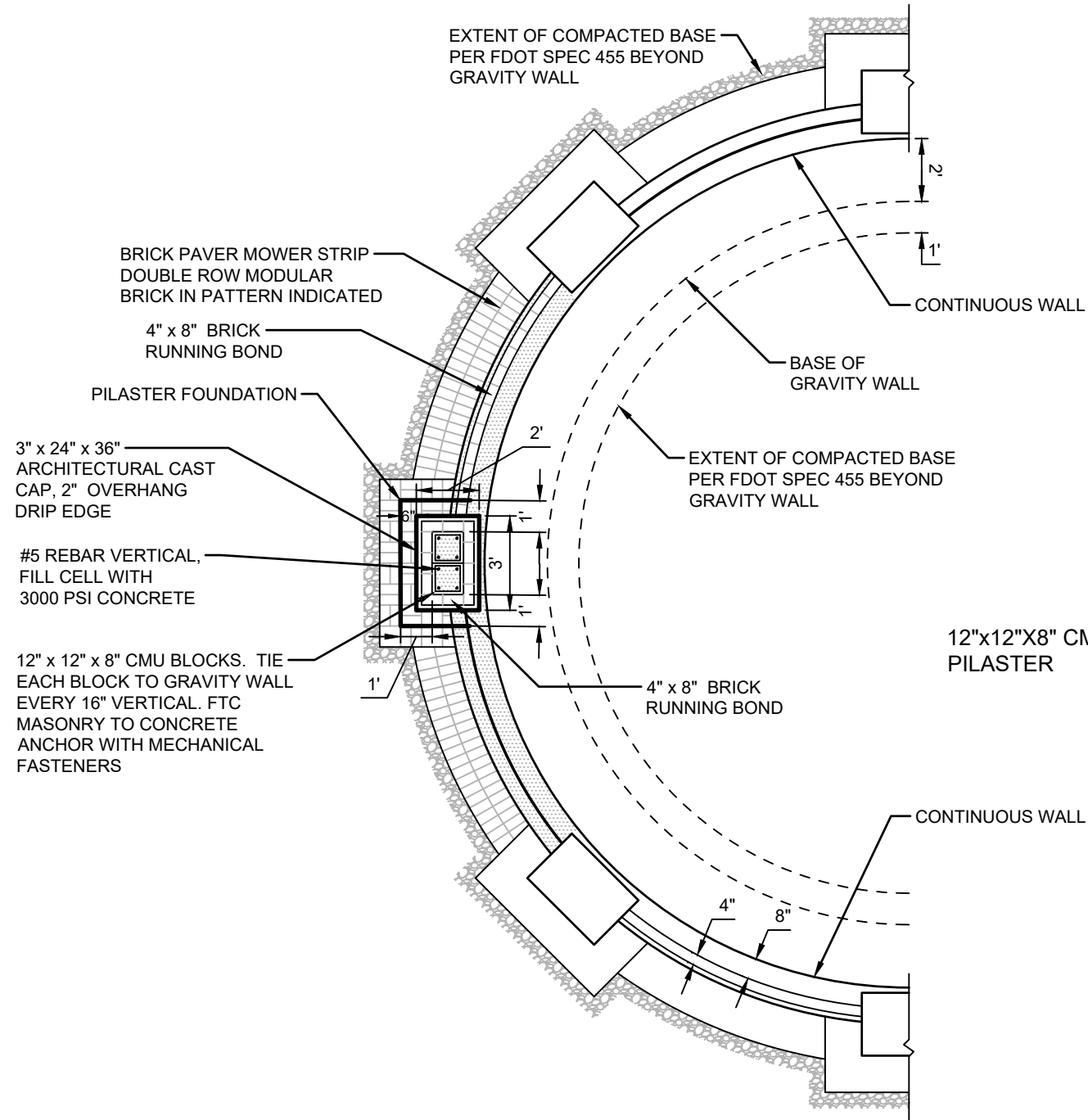
**City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida**

Hardscape Plan

Sheet No.
H3



NOTE: CONTRACTOR MUST SUBMIT SAMPLES AND / OR SHOP DRAWINGS FOR ALL FINISH SCHEDULE ITEMS TO BE APPROVED BY OWNER OR OWNERS REPRESENTATIVE



FOUR (4), #5 VERTICAL REBAR IN EACH CELL WITH #3 @ 8" O.C. TIES

ENLARGED PILASTER PLAN SCALE 1"=2'

WALL AND PILASTER PLAN DETAIL

No.	Date	Revision	By	No.	Date	Revision	By
1				2			
2				3			
3				4			
4				5			



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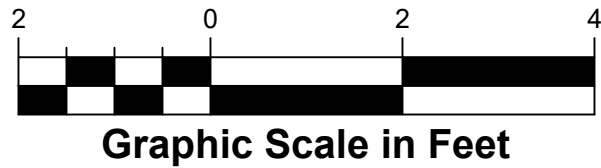
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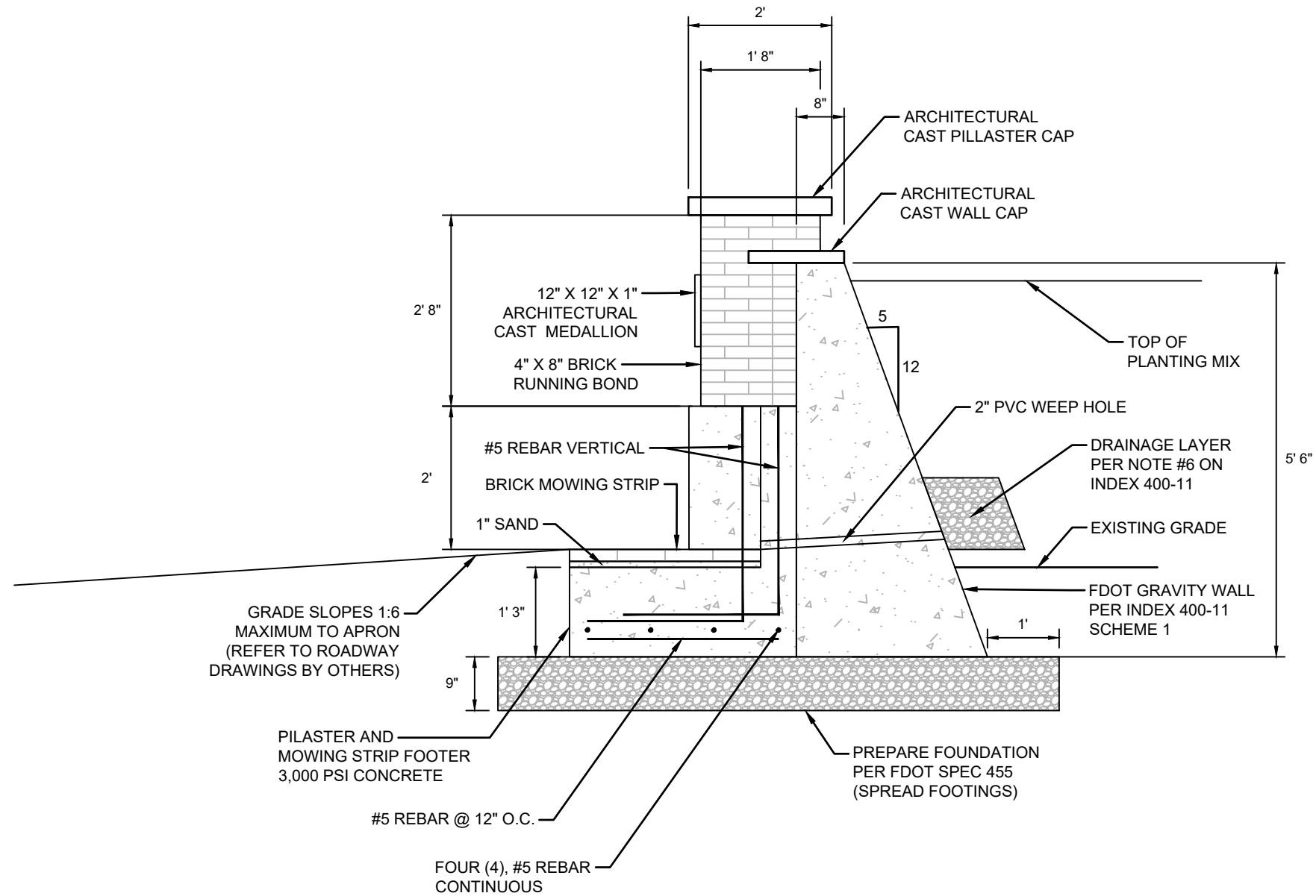
City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida

Hardscape Details

Sheet No.
H4



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WALL AND PILASTER SECTION DETAIL

No.	Date	Revision	By	No.	Date	Revision	By
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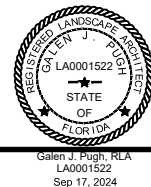


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Kepler Road Roundabout Monument Sign
Volusia County, Florida

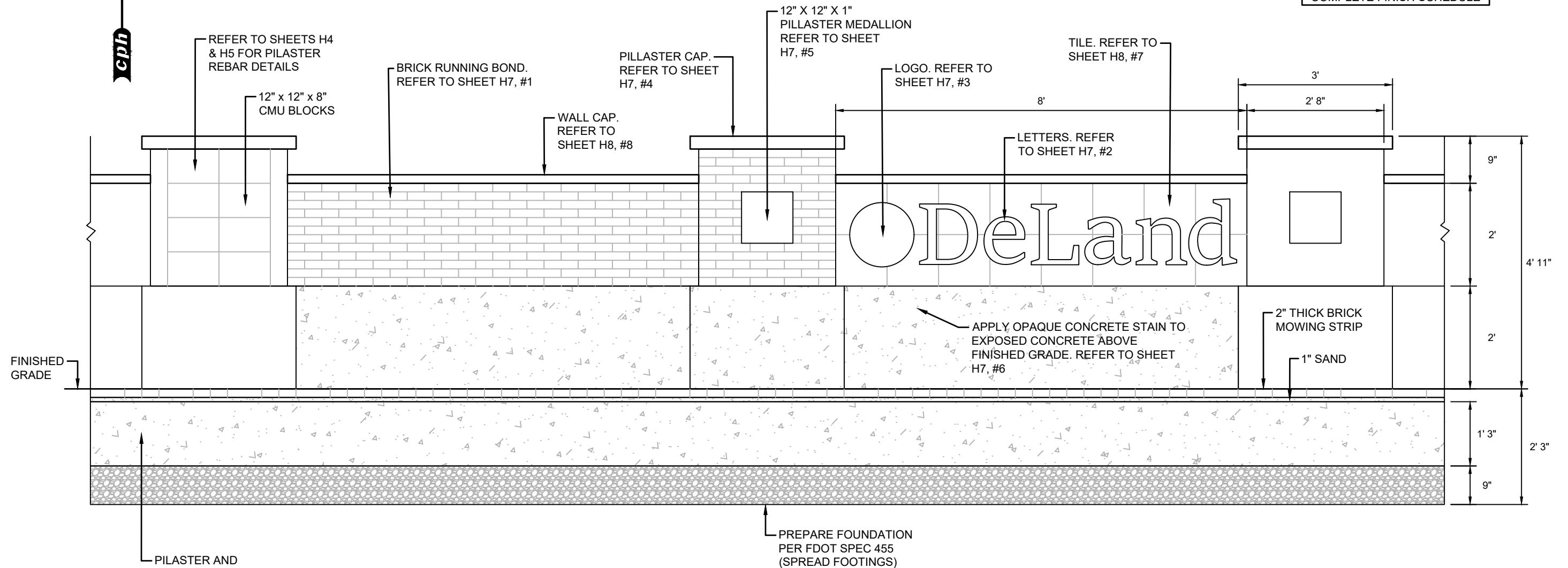
Hardscape Details

Sheet No.
H5



NOTE: CONTRACTOR MUST SUBMIT SAMPLES AND / OR SHOP DRAWINGS FOR ALL FINISH SCHEDULE ITEMS TO BE APPROVED BY OWNER OR OWNERS REPRESENTATIVE

REFER TO SHEETS H7 - H8 FOR
COMPLETE FINISH SCHEDULE



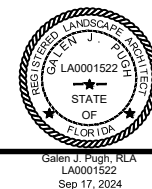
WALL AND PILASTER ELEVATION DETAIL

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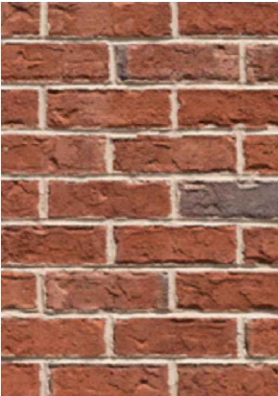
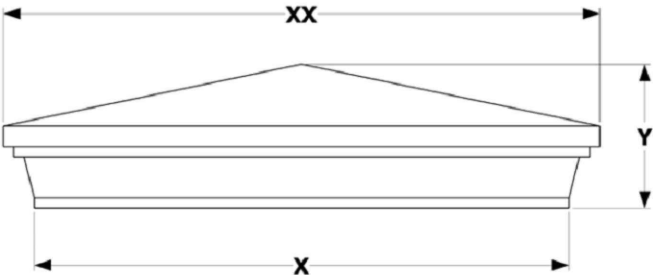
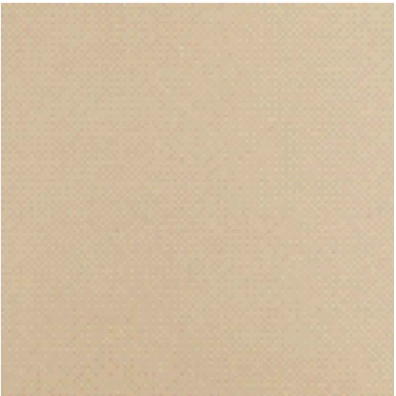
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**City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida**

Hardscape Details

Sheet No. 46

FINISH SCHEDULE

ITEM / DESCRIPTION		ITEM / DESCRIPTION	
#1.) BRICK: MANUFACTURER: Triangle Brick TYPE: Modular COLOR: Portsmouth QUANTITY: Contractor to calculate INSTALLATION: Per manufacturers specifications URL: https://www.trianglebrick.com/village-collection/portsmouth 		#4.) PILLASTER CAP: MANUFACTURER: Contractor to source and coordinate manufacture ITEM: 2' x 3' Custom Cast Pilaster Cap in similar profile COLOR: Primed for opaque stain application in the field (HC COLORTOP, Water-Based Solid Color Concrete Stain 50, HC 133 "Bombay") QUANTITY: Eight (8) INSTALLATION: Per manufacturers specifications URL: (For reference only) https://www.apistone.com/PC25.html 	
#2.) LETTERS: MANUFACTURER: American Sign Letters FONT: Times Roman SIZE: 14" Capitals THICKNESS: 1" COLOR: Brushed / Natural Satin Aluminum QUANTITY: Four (4) each of D, e, L, a, n, d INSTALLATION: Stud on tile / concrete per manufacturers specifications URL: https://americansignletters.com/aluminum-letters/		#5.) PILLASTER MEDALLION: MANUFACTURER: Pineapple Grove Designs ITEM: Acanthus 12-SM-038 Architectural Medallion, 12"x12"x1" COLOR: Primed for opaque stain application in the field (match HC COLORTOP, Water-Based Solid Color Concrete Stain 50, HC 133 "Bombay") QUANTITY: Eight (8) INSTALLATION URL: Per manufacturers specifications over brick https://cdn.prod.website-files.com/5f22dfc7a9914e75f6899951/6467e890899246757f72c703_Installation%20Figures-Engineered%20Cast%20Stone-23.pdf URL: https://www.pineapplegrove.com/architectural-medallions/acanthus-038 	
#3.) LOGO: MANUFACTURER: Pineapple Grove Designs ITEM: 15" Diameter, Custom Cast Metal, City of Deland Logo (City to provide contractor with vector EPS /DXF file with approved colors for manufacturing. Contractor to coordinate manufacture) COLOR: Colors per City Logo QUANTITY: Four (4) INSTALLATION: Stud on tile / concrete per manufacturers specifications URL: https://www.pineapplegrove.com/metal-plaques 		#6.) STAIN: MANUFACTURER: HC COLORTOP TYPE: Water-Based Solid Color Concrete Stain 50 COLOR: HC 133 "Bombay" QUANTITY: Contractor to calculate INSTALLATION: Apply per manufacturers specifications URL: https://www.hcconcrete.com/product/colortop-50-water-based/ 	

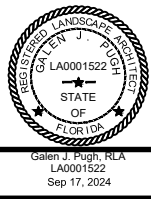
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City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida

Finish Schedule

Sheet No.
H7

FINISH SCHEDULE ITEMS CONTINUED ON SHEET H8

FINISH SCHEDULE	
ITEM / DESCRIPTION	ITEM / DESCRIPTION
#7.) TILE: MANUFACTURER: daltile TYPE: Aura COLOR CODE: HM25 THICKNESS: 5/16 SIZE: 12X12 FINISH: Matte QUANTITY: Contractor to calculate INSTALLATION: Per manufacturers specifications: thin set, ¼” spacers, black grout URL: https://www.daltile.com/products/Monochromatic-Look/Harmonist/Aura 	#8.) WALL CAP: MANUFACTURER: Contractor to source TYPE: 2” x 16” Custom Cast Wall Cap in rectangular profile or similar COLOR: Primed for opaque stain application in the field (HC COLORTOP, Water-Based Solid Color Concrete Stain 50, HC 133 “Bombay”) QUANTITY: Contractor to calculate INSTALLATION: Per manufacturers specifications URL: (For reference only) https://www.apistone.com/WC01.html 

NOTE: CONTRACTOR MUST SUBMIT SAMPLES AND / OR SHOP DRAWINGS FOR ALL FINISH SCHEDULE ITEMS TO BE APPROVED BY OWNER OR OWNERS REPRESENTATIVE

NOTE: THE CITY OF DELAND PUBLIC WORKS DEPARTMENT IS RESPONSIBLE FOR THE LIGHTING DESIGN, SPECIFICATION, PURCHASE, INSTALLATION, CALIBRATION, AND MAINTENANCE OF THE SOLAR LIGHTING SYSTEM FOR THIS PROJECT.

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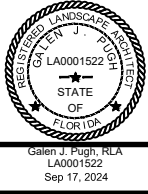
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City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida

Finish Schedule

Sheet No.

H7



Graphic Scale in Feet



NOTE: CONTRACTOR TO COORDINATE WITH CITY AND UTILITIES TO FIELD LOCATE ELECTRICAL AND WATER CONNECTIONS FOR THE MONUMENT SIGN IRRIGATION SYSTEM.

MONUMENT SIGN
RAISED/ PLANTER
STRUCTURE

LIMITS OF
BAHIA GRASS

E. NEW YORK AVE. SR 44

E. NEW YORK AVE. SR 44

S. KEPLER RD

S. KEPLER ROAD



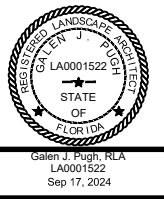
NOTE: ROADWAY PLANS
PROVIDED BY OTHER CITY
OF DELAND CONSULTANTS

No.	Date	Revision	By	No.	Date	Revision	By
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3				3			
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**City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida**

Landscape Plan

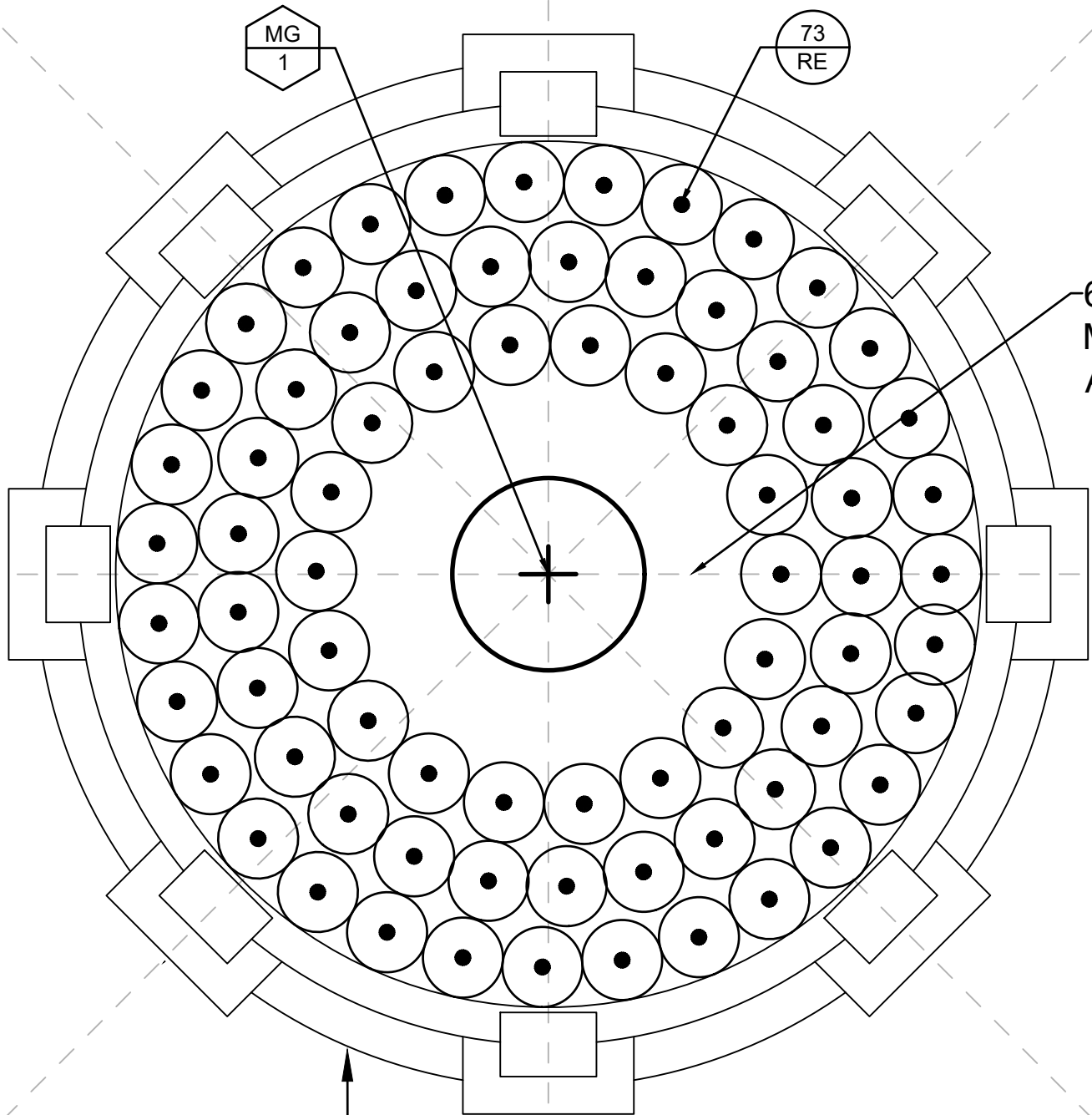
Sheet No.
L1



Graphic Scale in Feet



BAHIA



BAHIA

PLANT LIST

SYM COMMON NAME

TREES

- MG MAGNOLIA BRACKEN'S BROWN BEAUTY

SHRUBS AND GROUNDCOVER

- RE FIRECRACKER PLANT

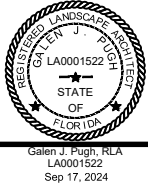
BAHIA
MULCH

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4				4			
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City of DeLand
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Volusia County, Florida

Landscape Plan

Sheet No.

L 2

PLANT LIST

SYM	COMMON NAME	BOTANICAL NAME	DESCRIPTION	QTY.
TREES				
MG	MAGNOLIA BRACKEN'S BROWN BEAUTY	MAGNOLIA GRANDIFLORA 'BRACKEN'S BROWN BEAUTY FULL TO THE GROUND	200 GAL., 4" MIN. CAL., 14' MIN. HT., 6' MIN. SPRD.	1
SHRUBS AND GROUNDCOVER				
RE	FIRECRACKER PLANT	RUSSELIA EQUISETIFORMIS	3 GAL., 15" MIN. HT., 15" MIN. SPRD., 30" O.C.	73
BAHIA		PASPALUM NOTATUM	SOLID SOD, CONTRACTOR TO VERIFY QTY.	
MULCH			CONTRACTOR TO VERIFY QTY	

- NOTE:
1. PLANT DESCRIPTIONS ARE FOR MINIMUM ACCEPTABLE SPECIFICATIONS. ALL CRITERIA LISTED FOR CONTAINER SIZE, CALIPER, HEIGHT, SPREAD, ETC. MUST BE MET FOR PLANT MATERIAL ACCEPTANCE. FOR EXAMPLE, IF A THREE GALLON SHRUB DOES NOT MEET THE HEIGHT OR SPREAD SPECIFICATION, IT WILL NOT BE ACCEPTED.
 2. IF SPECIFIED PLANTS ARE UNAVAILABLE AT TIME OF CONSTRUCTION, CONTRACTOR MAY REPLACE SPECIFIED PLANTS WITH PLANTS APPROVED BY LANDSCAPE ARCHITECT AND CITY STAFF.
 3. ALL OPEN SPACE AREAS WITHIN THE PROPERTY SHALL BE SODDED UNLESS PAVED, SEEDED AND MULCHED OR PLANTED WITH SHRUBS AND GROUND COVER.
 4. ALL LANDSCAPED AREAS WILL BE 100% IRRIGATED WITH A CENTRAL AUTOMATIC IRRIGATION SYSTEM INCLUDING A RAIN SENSOR.
 5. CONTRACTOR SHALL REPLACE ANY EXISTING SOD OR OTHER PLANT MATERIALS DAMAGED DURING CONSTRUCTION IN AREAS THAT ARE OUTSIDE PROPOSED LANDSCAPE AS SHOWN ON THE PLAN.

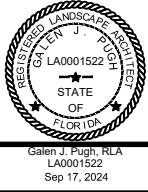
*NOTIFY OWNER'S REPRESENTATIVE OF NURSERY/GROWER SITE FOR INSPECTION AND SELECTION OF THE SPECIMEN OAK. IF NONE OF THE OAKS AND THE NURSERY SITE ARE SATISFACTORY TO THE OWNER'S REPRESENTATIVE THAN THE CONTRACTOR SHALL SELECT ANOTHER NURSERY/GROWER LOCATION TO VISIT FOR TREE SELECTION.

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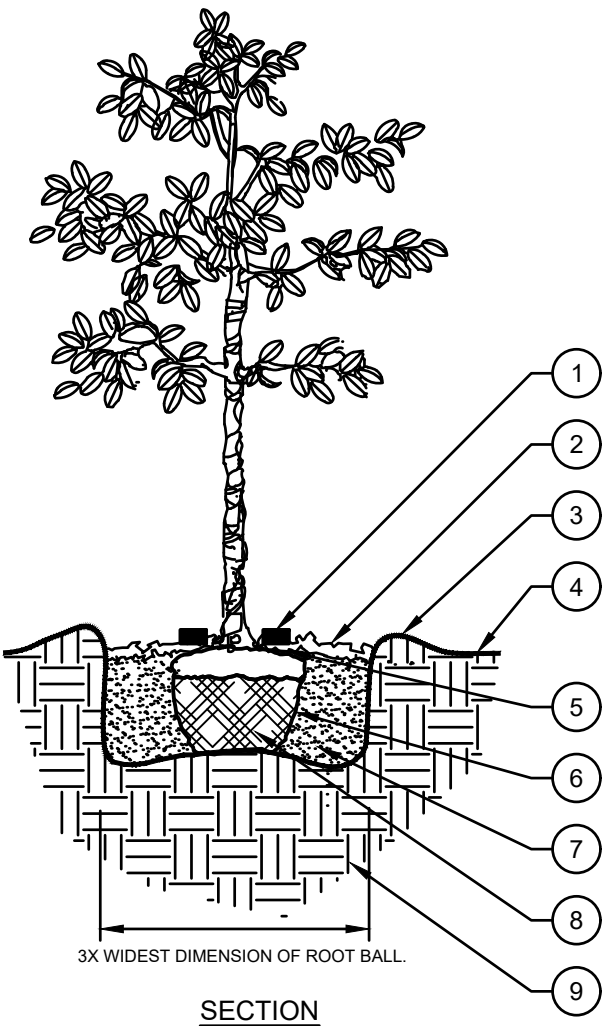
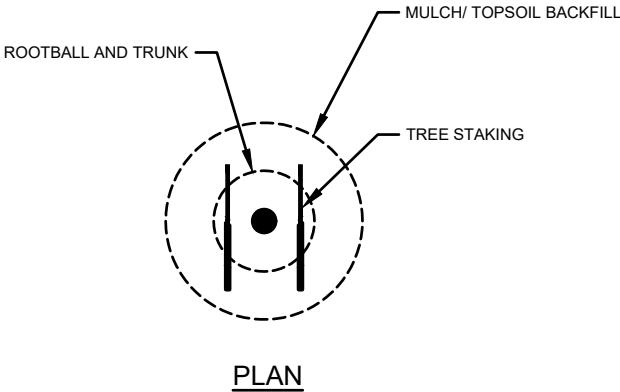
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Volusia County, Florida

Landscape Plant List

Sheet No.

L 3



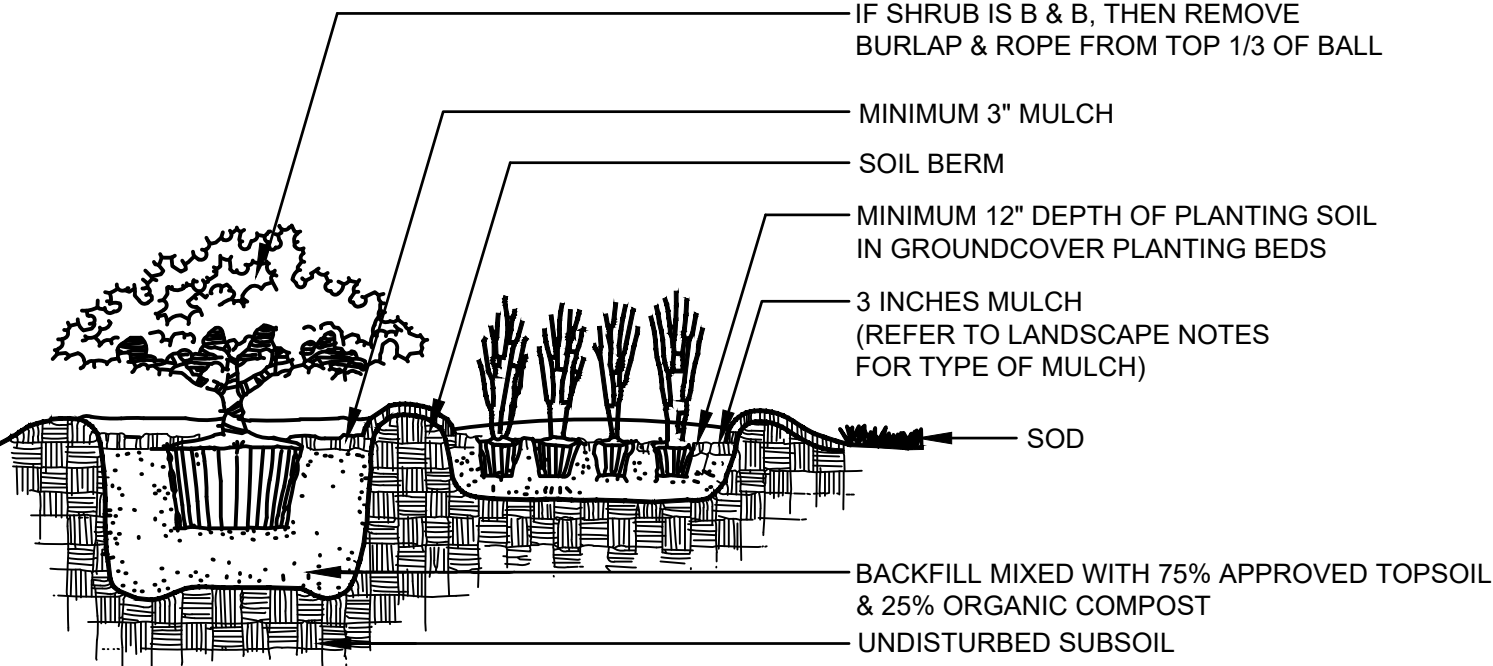
LARGE TREE PLANTING (14' OR GREATER)

N.T.S.

NOTES:

- A. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.
- B. REMOVE BURLAP, WIRE AND STRAPS (ANYTHING THAT COULD GIRDLE TREE OR RESTRICT ROOT GROWTH) ON UPPER 1/3 OF ROOTBALL.
- C. REFER TO LANDSCAPE NOTES OR PLANTING SPECIFICATIONS SECTION 32 9100 FOR THE TYPE OF MULCH MATERIAL TO USE.
- D. PRUNE TREE AS DIRECTED BY LANDSCAPE ARCHITECT.
- E. BRANCHING HEIGHT AS SPECIFIED ON THE PLANT LIST AND PRUNING PER ANSI A300 (PART I) LATEST UPDATE.

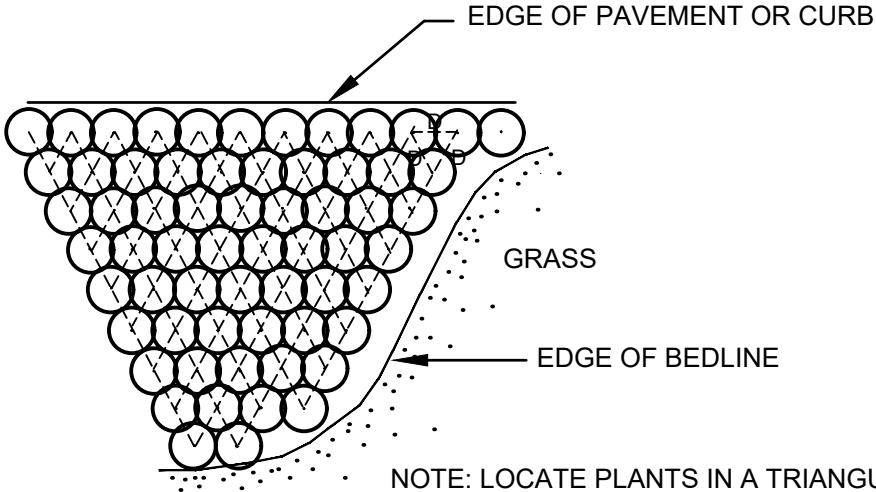
- 1. Tree Frog® RBK40pt FOR UP TO 4" TREE CALIPER OR Tree Frog® RBK60pt FOR GREATER THAN 4" AND UP TO 6" TREE CALIPER. REFER TO SITEWORK SPECIFICATIONS FOR APPROVED MATERIALS AND INSTALLATION REQUIREMENTS.
- 2. ROOT BALL MODIFIED AS REQUIRED. 3" LAYER OF MULCH. NO MORE THAN 1" OF MULCH ON TOP OF ROOT BALL. (REFER TO SPECIFICATIONS FOR MULCH).
- 3. ROUND-TOPPED SOIL BERM 4" HIGH X 8" WIDE ABOVE ROOT BALL SURFACE SHALL BE CONSTRUCTED AROUND THE ROOT BALL. BERM SHALL BEGIN AT ROOT BALL PERIPHERY.
- 4. FINISHED GRADE.
- 5. TOP OF ROOT BALL SHALL BE FLUSH WITH FINISHED GRADE.
- 6. PRIOR TO MULCHING, LIGHTLY TAMP SOIL AROUND THE ROOT BALL IN 6" LIFTS TO BRACE TREE. DO NOT OVER COMPACT. WHEN THE PLANTING HOLE HAS BEEN BACKFILLED, POUR WATER AROUND THE ROOT BALL TO SETTLE THE SOIL.
- 7. LOOSENED SOIL. DIG AND TURN THE SOIL TO REDUCE COMPACTION TO THE AREA AND DEPTH SHOWN. BACKFILL MIX: TOPSOIL 75% AND COMPOST 25%.
- 8. BOTTOM OF ROOT BALL RESTS ON EXISTING OR RECOMPACTED SOIL.
- 9. UNDISTURBED SUBSOIL.



- PROVIDE MINIMUM PIT CLEARANCE AROUND ROOT BALL OF 6" SIDES AND BOTTOM.
- MAINTAIN 3"-4" MULCH FREE ZONE AROUND BASE OF PLANT.

SHRUB AND GROUNDCOVER PLANTING DETAIL

N.T.S.

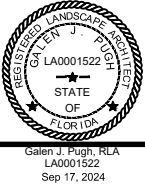


NOTE: LOCATE PLANTS IN A TRIANGULAR PATTERN AS SHOWN, SPACED EQUIDISTANT FROM EACH OTHER (AT SPACING SPECIFIED IN THE PLANT LIST).

SHRUB/GROUNDCOVER SPACING PLAN

N.T.S.

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9				10			



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City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida

Landscape Details

Sheet No.
L 4

LANDSCAPE NOTES:

1.

The landscape Contractor shall be responsible for all materials and all work as called for on the Landscape Plans and in the Landscape Specifications. In the event of variation between quantities shown on plant list and the plans, the plans shall control. The Landscape Contractor shall verify all quantities and report any discrepancies at the time of bidding.
2.

The Landscape Contractor shall review architectural/engineering plans and become thoroughly familiar with surface and subsurface utilities.
3.

Prior to construction, the contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. Locations of existing buried utility lines shown on the plans are based upon best available information and are considered to be approximate. It shall be the responsibility of the contractor 1) to verify the locations of utility lines within and adjacent to the work area 2) to protect all utility lines during the construction period 3) to repair any and all damage to utilities, structures, site appurtenances, etc. which occurs as a result of the construction 4) To field adjust the location of proposed trees and palms 10' off the center of the utility lines. Notify the Landscape Architect if a 10' offset does not function.
4.

The work shall be coordinated with other trades to prevent conflicts. Coordinate the planting with the irrigation work to assure availability and proper location of irrigation items and plants.
5.

Contractor shall ensure that there are no visual obstructions to vehicle lines of sight and traffic controls. Contractor shall field adjust tree and/or large shrub locations to avoid any such obstructions.
6.

Trees shall be maintained by the owner to avoid future such obstructions by pruning trees and/or shrubs as necessary utilizing horticulturally sound techniques.
7.

All planting shall be performed by personnel familiar with planting procedure and under the supervision of a qualified planting foreman.
8.

All plant material shall be graded Florida No. 1 or better as outlined under Grades and Standards for Nursery Stock, Part I and II, published by the Florida Department of Agriculture and Consumer Services.
9.

The minimum acceptable size of all plants, measured after pruning, with branches in normal positions, shall conform to the measurements specified on the plant list or as indicated on the landscape drawing. Height and spread dimensions refer to main body of the plant and not extreme branch tip to tip. Trunk caliper (trunk diameter) is measured 6 inches from the ground on trees up to and including 4 inches in caliper, and 12 inches from the ground for larger trees. Since trunks are seldom round, the average of the largest diameter and that perpendicular to it is referred to as caliper. When the plant list description calls out DBH or caliper at DBH, it shall govern over the caliper definition in this note.
10.

The Landscape Architect or Owner shall have the right, at any stage of the operations, to reject any and all work and materials which, in his opinion, do not meet with the requirements of these specifications.
11.

Except as otherwise specified, the Landscape Contractor's work shall conform to accepted horticultural practices as used in the trade.
12.

Plants shall be protected upon arrival at the site, by being thoroughly watered and properly maintained until planted.
13.

TOPSOIL

Topsoil shall be natural, friable, fertile, fine loamy soil possessing characteristics of representative topsoil in the vicinity that produces heavy growth. Topsoil shall have a pH range of 5.5 to 7.4, free from subsoil, objectionable weeds, litter, sods, stiff clay, stones larger than 1-inch in diameter, stumps, roots, trash, toxic substances, or any other material which may be harmful to plant growth or hinder planting operations. Top soil shall contain a minimum of three percent organic material. 6" Top Soil shall be placed in all turf & landscape areas.
14.

All tree pits shall be excavated to size and depth in accordance with the Florida Grades & Standards for Nursery Stock, unless shown otherwise on the drawings, and backfilled with the specified planting soil. The Landscape Contractor shall test fill all tree pits with water before planting to assure proper drainage percolation is available.

15.

The Landscape Contractor shall be responsible for proper watering of all plants. All plants shall be thoroughly watered at time of planting and kept adequately watered for plants to thrive as defined by Florida Grades and Standards for Nursery stock until time of acceptance. It shall be the Landscape Contractor's responsibility to assure that plants are not over watered.
16.

It shall be the Landscape Contractor's responsibility to prevent plants from falling or being blown over, to re-straighten and replant all plants which lean or fall and to replace all plants which are damaged due to lack of proper guying or staking. The Landscape Contractor shall be legally liable for any damage caused by instability of any plant material.
17.

All Palms to be staked as indicated per Palm staking details. All other trees to be stabilized utilizing 8' lodge poles per tree planting details.
18.

Plants blown over by high winds, within the guaranteed period, shall not be cause for additional expense to the Owner, but shall be the responsibility of the Landscape Contractor. Damaged plants shall be replaced by the Landscape Contractor at no additional cost to the Owner.
19.

Sod shall be of a species specified on the drawings and originate from a commercial turf grower. It shall be a dense stand of live turf, reasonably free of weeds, well matted with grass roots in rectangles 12 inch by 24 inch or in 12 inch wide rolls in a length consistent with the equipment and methods used to handle the rolls and place the sod. Any netting contained within the sod shall be certified by the manufacturer to be bio-degradable. The soil and root mat shall be a minimum of 1-1/2 inch thick and must hold together during placement. Sod shall be place adjacent to one another to avoid gaps and overlaps. Joints shall be staggered between the rows. Sod placed on slopes exceeding 3:1 shall be pinned with turf staples. Sod turf, shall have been mowed a minimum of one week prior to cutting and delivery, so that the length of the turf is no longer than 4 inches at time of delivery. Place sod within 48 hours of cutting the sod. The sod shall be kept moist throughout the 48 hour period to maintain the health and viability of the sod. Submit a letter of certification to the Owner's CEI Representative, at time of delivery, as to the source of the sod, the time it was cut, the species and cultivars provided, last mowing date, and that the sod is free of fire ants. Sod which has been cut for longer than 48 hours after being cut shall not be used unless specifically authorized by Owner's CEI Representative.
20.

It shall be the Contractor's responsibility to measure and determine the exact quantity of sod required for a complete job at the time of bidding or providing a price quote. The Owner shall not be responsible for additional cost due to the Contractor's under estimating of the quantity of sod for the original bid area.
21.

The Landscape Contractor shall insure adequate vertical drainage in all plant beds, planters, and sod areas. Vertical drilling through any compacted fill to native soil shall be accomplished to insure drainage. If well drained fill is necessary to assure positive drainage, this issue shall be brought up by the Landscape Contractor at time of bidding.
22.

UNSUITABLE SUBSOILS
Locations containing unsuitable subsoil shall be treated by one or more of the following:

A.

Where unsuitability is deemed by Owner or Owner's Representative to be due to excessive compaction caused by heavy equipment and where natural subsoil is other than AASHTO classification of A6 or A7, loosen such areas with spikes, discing, or other means to loosen soil to condition acceptable to Owner. Loosen soil to minimum depth of 12 inches with additional loosening as required to obtain adequate drainage. Contractor may introduce peat moss, sand, or organic matter into the subsoil to obtain adequate measures shall be considered as incidental, without additional cost to Owner.

B.

Where unsuitability is deemed by Owner or Owner's Representative to be due to presence of boards, mortar, concrete, graded aggregate base, or other construction materials in sub grade and where natural subsoil is other than AASHTO classification of A6 or A7, remove debris and objectionable material. Such remedial measures shall be considered as incidental, without additional cost to Owner.

- C.

Where unsuitability is deemed by Owner to be because natural subsoil falls into AASHTO classification of A6 or A7 and contains moisture in excess of 30 percent, then installation of sub drainage system or other means described elsewhere in Specifications shall be used. Where such conditions have not been known or revealed prior to planting time and they have not been recognized in preparation of The Drawings and Specifications, then Owner shall issue pricing order to install proper remedial measures.
- D.

Planting beds where existing subsoil is determined by Owner to be unsuitable for plant growth in accordance paragraph Unsuitable Subsoil herein shall be excavated to a depth of 12 inches or as needed to provide adequate drainage. Replace excavated soil with planting soil.

23.

The Landscape Contractor shall insure that his work does not interrupt established or projected drainage patterns.
24.

The Landscape Contractor shall prune, shape and remove dead foliage/limbs from existing plant material to remain. Confirm with the Landscape Architect or Owner the extent of work required at time of Bidding.
25.

Mulch - All plant beds shall be top dressed with 3" shredded hardwood mulch (or approved equal). Cypress mulch not permitted. a 5' diameter mulch ring is to be placed around trees located in sod areas or outside of planting beds.
26.

Transplanted Material - The Landscape Contractor shall be responsible for determining and evaluating which plant materials are suitable for transplanting and shall verify this with the Landscape Architect or Owner. The Landscape Contractor shall take all reasonable, horticulturally acceptable measures to assure the successful transplanting of determined plant materials. The Landscape Contractor shall be responsible for replacing any relocated plant materials which die if such measures are not taken, as determined by the Landscape Architect or Owner. Replacement plants shall be of identical species and size if required.
27.

MAINTENANCE PRIOR TO FINAL INSPECTION AND ACCEPTANCE:

Maintenance shall commence after each plant is planted and the maintenance period shall continue until the job or specific phase of the job is accepted by the Landscape Architect or Owner. Extreme care shall be taken to instruct the Owner or his representatives in general maintenance procedures.

Plant maintenance shall include watering, pruning, weeding, cultivating, mulching, tightening, and repairing of guys, replacement of sick or dead plants, resetting plants to proper grades or upright positions and restoration of the planting saucer and all other care needed for proper growth of the plants.

During the maintenance period and up to the date of final acceptance, the Landscape Contractor shall do all seasonal spraying and/or dusting of trees and shrubs. Upon completion of all planting, an inspection for acceptance of work will be held. The Landscape Contractor shall notify the Landscape Architect or Owner for scheduling of the inspection 10 days prior to the anticipated date.

At the time of the inspection, if all of the materials are acceptable, a written notice will be given by the Landscape Architect or Owner to the Landscape Contractor Stating the date when the Maintenance Period ends.

GUARANTEE AND REPLACEMENT:

All plant materials shall be guaranteed for one (1) year from the time of final inspection and interim acceptance shall be alive and in satisfactory growth for each specific kind of plant at the end of the guaranteed period.

At the end of the guarantee period, any plant required under this contract that is dead or not in satisfactory growth, as determined by the Owner or the Landscape Architect, shall be removed and replaced. Replacement plants shall have an extended guarantee, as noted above, from time of replacement.

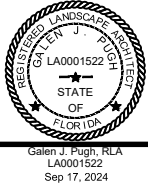
All replacements shall be planted of the same kind and size as specified on the plant list. They shall be the responsibility of the Landscape Contractor.

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CN=Galen J Pugh
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Drawn by:	M. Erquitt
Checked by:	G. Pugh
Date:	7/29/2024
Job No.	D0945

City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida

Landscape Notes

Sheet No.

L 5



Graphic Scale in Feet



IRRIGATION ROUTING SHOWN ON THIS PLAN IS FOR DEMONSTRATION PURPOSES ONLY. LOCATE MAINLINE AND VALVES A MINIMUM OF 24" FROM BACK OF CURB OR EDGE OF PAVEMENT, TYP. IRRIGATION CONTRACTOR SHOULD FIELD RUN THE IRRIGATIONS SYSTEM IN THE MANNER OF AVOIDING ANY CONFLICT WITH PROPOSED/EXISTING DRAINAGE STRUCTURES AND UNDERGROUND UTILITIES WITHIN THE PROJECT BOUNDARIES. THE CONTRACTOR WILL INSTALL ALL PIPING AND EQUIPMENT INSIDE THE PROJECTS LANDSCAPED AREAS AND SLEEVE ALL OTHER MAINLINE. SPRINKLER LOCATIONS ARE TO SCALE. PIPING LOCATIONS ARE DIAGRAMMATIC.



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NOTE: CONTRACTOR TO COORDINATE WITH CITY AND UTILITIES TO FIELD LOCATE ELECTRICAL AND WATER CONNECTIONS FOR THE MONUMENT SIGN IRRIGATION SYSTEM.

9-12 DRIPLINE, INSTALLED IN 12" ROWS, TYP.

MONUMENT SIGN RAISED/ PLANTER STRUCTURE

E. NEW YORK AVE. SR 44

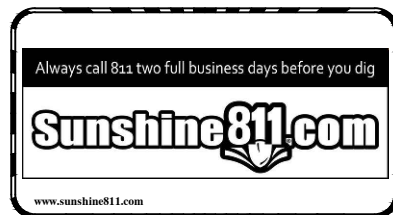
E. NEW YORK AVE. SR 44

APPROXIMATE IRRIGATION CONTROLLER AND SENSOR LOCATION. OWNER'S REPRESENTATIVE SHALL PINPOINT EXACT LOCATION AT SITE. IRRIGATION CONTRACTOR SHALL HARDWIRE 120 VAC POWER TO CONTROLLER

BACKFLOW PREVENTER
IRRIGATION INSTALLER TO FOLLOW LOCAL CODES. VERIFY LOCATION IN THE FIELD BEFORE INSTALLATION. SEE THE PRODUCT LEGEND FOR THE BACKFLOW MANUFACTURER AND MODEL #.

IRRIGATION WATER POINT OF CONNECTION
CONNECT DOWNSTREAM OF THE 3/4" DEDICATED LANDSCAPE WATER METER PROVIDED BY THE CIVIL ENGINEER. THE WATER METER IS TO SUPPLY A MINIMUM OF 16 GPM AT 60 PSI. SEE CIVIL PLANS FOR THE EXACT LOCATION. VERIFY LOCATION IN THE FIELD PRIOR TO INSTALLATION. THE IRRIGATION CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION IF THE REQUIRED PRESSURE IS NOT AVAILABLE ON THE DOMESTIC WATER LINE.

NOTE: ROADWAY PLANS PROVIDED BY OTHER CITY OF DELAND CONSULTANTS

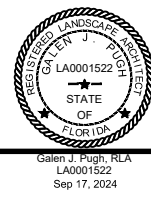


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Drawn by:	M. Erquitt
Checked by:	G. Pugh
Date:	7/29/2024
Job No.	D0945

City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida

Irrigation Plan

Sheet No.

11

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	RADIUS
	Rain Bird 5006-PL-PC-R-MPR 30 Turf Rotor, 6in. Pop-Up, Plastic Riser, with Flow Shut-Off Device. Matched Precipitation Rotor (MPR Nozzle), Arc and Radius as per Symbol. 25 ft=red, 30 ft=green, 35ft=beige. With In-Stem Pressure Regulator.	12	35	30'
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY		
	Hunter ICZ-101-40 Drip Control Zone Kit. 1in. ICV Globe Valve with 1in. HY100 filter system. Pressure Regulation: 40psi. Flow Range: 2 GPM to 20 GPM. 150 mesh stainless steel screen.	1		
	Rain Bird MDCFCAP Dripline Flush Valve cap in compression fitting coupler.	1		
	Rain Bird OPERIND Drip System Operation Indicator, stem rises 6" for clear visibility when drip system is charged to a minimum of 20psi. Includes 16" of 1/4" distribution tubing with connection fitting pre-installed.	1		
	Rain Bird XFCV-09-12 Drip Ring Refer to Tree Ring Detail	1		
	Area to Receive Dripline Rain Bird XFCV-09-12 XFCV On-Surface Landscape Dripline with a Heavy-Duty 3.5 psi Check Valve. 0.9 GPH emitters at 12" O.C. Dripline laterals spaced at 12" apart, with emitters offset for triangular pattern. Great for elevation change. Specify XF insert fittings.	378.3 s.f.		

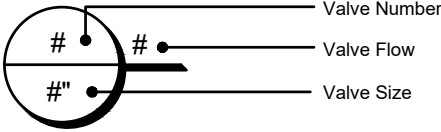
NOTES

- CONTRACTOR SHALL LOCATE ALL PROPERTY AND RIGHT OF WAY LINES BEFORE CONSTRUCTION BEGINS.
- THESE IRRIGATION PLANS ARE SCHEMATIC AND MAY BE EXAGGERATED. CONTRACTOR SHALL KEEP WITHIN ALL PROPERTY AND RIGHT OF WAY LINES DURING CONSTRUCTION.
- CONTRACTOR SHALL ADJUST ALL SPRAY HEADS SO AS NOT TO SPRAY ONTO IMPERVIOUS SURFACES.
- CONTRACTOR SHALL LOCATE AND VERIFY ALL EXISTING UTILITY DEPTHS AND COORDINATE IRRIGATION CONSTRUCTION WITH ALL EXISTING AND PROPOSED UTILITIES.
- ALL UNDERGROUND SLEEVES SHALL BE SCHEDULE 40 PVC AND SHALL BE TWICE THE DIAMETER OF ANY LINE IT HOUSES.
- ALL WIRE WILL BE COLOR-CODED DIRECT BURIAL UL/LF WIRE: COMMON (WHITE) #12-1, CONTROL WIRE (RED) #14-1
- IRRIGATION INSTALLATION CONTRACTOR SHALL INSTALL (2) SPARE CONTROL WIRES, COLOR-CODED YELLOW AND COMMON FROM CONTROLLER TO MIDPOINT OF MAINLINE, MOUNTED IN 10" ROUND VALVE BOX.

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PEB 1", 1-1/2", 2" Plastic Industrial Valves. Low Flow Operating Capability, Globe Configuration.	2
	Nibco T-113-K Class 125 bronze gate shut off valve with cross handle, same size as mainline pipe diameter at valve location. Size Range - 1/4" - 3"	1
	Febco 860 1" Backflow reduced pressure zone - Installation by a licensed Florida Plumbing Contractor in accordance with Manufacturer`s recommendations and all federal, state and local codes.	1
	Rain Bird ESP4ME3 4 Station, Hybrid Modular Outdoor Controller. For Residential or Light Commercial Use. LNK WiFi Module and Flow Sensor Ready.	1
	Rain Bird RSD-BEx Rain Sensor, with metal latching bracket, extension wire.	1
	Water Meter 3/4" 2" Service. Water meter requires 16 GPM @ 60 PSI. Irrigation contractor shall be responsible to verify the sources ability to service the systems requirements at site before starting construction.	1
	Irrigation Lateral Line: PVC Schedule 40 Only lateral transition pipe sizes 1" and above are indicated on the plan, with all others being 3/4" in size. Fittings shall be SCH 40 and molded. Install 12" below final grade.	451.5 l.f.
	Irrigation Mainline: PVC Schedule 40 Pipe sizes 3" inch or smaller shall have bell and socket joints. Fittings shall be SCH 40 and molded. Install 18" below grade.	170.9 l.f.
	Pipe Sleeve: PVC Schedule 40 The depth of the sleeves shall be a minimum 30" cover from finished grade under roadway crossings and 24" under all sidewalks and hardscapes. Extend sleeves 18" beyond edges of paving or construction, mark both ends with a 3" "V" in pavement.	164.5 l.f.

Valve Callout

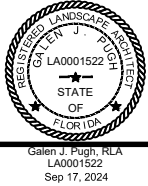


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City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida

Irrigation Plan Schedule

Sheet No.
12

DRIP TUBING NOTES

- 1. INSTALL DRIP TUBING AT GRADE AND COVER WITH MULCH. TYPICAL SPACING FOR DRIP TUBING IS 12" TO 18" ON CENTER. SPACING TO BE DETERMINED BY PLANT LAYOUT. REFER TO LANDSCAPE PLAN. ANCHOR TUBING EVERY 10' WITH 12" LONG PLASTIC TUBING STAKES. INSTALL FLUSH VALVE ASSEMBLIES AT ALL TUBING "DEAD ENDS". INSTALL AIR/VACUUM RELIEF VALVES AT "HIGH POINTS" OF EVERY SECTION.
- 2. GRID LAYOUT SHALL BE USED ON THIS PROJECT. USE CENTER GRID LAYOUT WHERE POSSIBLE.
- 3. WHEN SLEEVING DRIPLINE, USE BLANK DRIPLINE IN SLEEVE. SLEEVE SHALL BE 2X DRIPLINE DIAMETER. NO EMITTER DRIPLINE SHALL BE PLACED IN SLEEVE.
- 4. THE LENGTH OF ANY DRIPLINE LATERAL SHALL NOT BE LONGER THAN:
12" EMITTERS @ 0.9 GPH
 - a) @ 15 PSI = 155 FEET
 - b) @ 20 PSI = 169 FEET
 - c) @ 30 PSI = 230 FEET
 - d) @ 40 PSI = 255 FEETLATERAL DISTANCE DOUBLED WHEN CENTER FEED LAYOUT USED (SEE CENTER FEED LAYOUT DETAIL.
- 5. MANUAL FLUSH VALVE SHALL BE USED & PLACED WITH A 6" X 6" SUMP. VALVES SHALL BE OPENED EVERY WATERING DAY FOR 2 WEEKS AND THEN A MINIMUM OF 2 TIMES A YEAR TO CLEAR DRIPLINE OF DEBRIS.
- 6. AIR/VACUUM RELIEF SHALL BE INSTALLED WHEN THE CHANGE IN SLOPE OCCURS 3% OR GREATER.
- 7. STAPLES SHALL BE USED AT 5' O.C. AND 2 STAPLES 'X'ED OVER EACH OTHER WITH ANY CHANGE IN DIRECTION, ELBOWS, OR CROSSES.
- 8. SUPPLY, EXHAUST HEADERS AND DRIPLINE SHALL BE PLACED 2"- 4" FROM PLANTS AND PAVEMENT EDGES.
- 9. BLANK DRIPLINE SHALL BE USED FOR ALL SUPPLY AND EXHAUST HEADERS, UNLESS OTHERWISE NOTED ON PLANS.
- 10. PRIOR TO COVERING DRIPLINE, DRIPLINE CIRCUIT WILL BE PRESSURIZED AND TESTED FOR PROPER OPERATION.
- 11. DRIP LINE LATERALS SHALL BE LAID IN THE LONGEST RUN, WHETHER IT BE THE WIDTH OR LENGTH OF THE ZONE.

IRRIGATION SYSTEM PERFORMANCE NOTES

- 1. IRRIGATION SYSTEM IS DESIGNED TO OPERATE OFF A POTABLE WATER METER PROVIDING A MINIMUM FLOW OF 16 GPM AND A MINIMUM PRESSURE OF 60 PSI.

CONTRACTOR MUST CONTACT THE LANDSCAPE ARCHITECT PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION IF THE AVAILABLE FLOW AND PRESSURE DEVIATES MORE THEN 5% OR WILL AFFECT THE PERFORMANCE OF THE SYSTEM.

MINIMUM PRESSURE REQUIREMENTS - 60 PSI AT THE POINT OF CONNECTION
 - A. 35 PSI AT THE BASE OF THE POP-UP ROTOR/ROTATOR HEADS
 - B. 30 PSI AT THE BASE OF THE LOW-VOLUME EMITTER
- 2. HEAD LAYOUT IS BASED ON BASE INFORMATION PROVIDED. HEADS SHALL BE ADJUSTED TO ACCOMMODATE FIELD VARIATIONS WHILE MAINTAINING 100% COVERAGE AND MINIMIZING OVER-SPRAY ONTO PAVED AREAS AND BUILDINGS.
- 3. 1/2" PIPE SHALL NOT BE USED FOR LATERAL PIPING

THESE PLANS ARE DIAGRAMMATIC OF THE WORK TO BE PERFORMED. ALL LANDSCAPED AREAS ARE TO RECEIVED 100% COVERAGE. INSTALL THIS IRRIGATION SYSTEM PER THE SITE CONDITIONS, AVAILABLE FLOW/PRESSURE AND MANUFACTURERS RECOMMENDATIONS. ADJUST ZONE FLOWS TO ACCOMMODATE THE AVAILABLE MAINLINE FLOWS AND PRESSURES.

THE DESIGN PROFESSIONAL DOES NOT ACCEPT ANY/ALL RESPONSIBILITY AND/OR LIABILITY FOR PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THESE PLANS, SPECIFICATIONS AND DESIGN INTENT THEY CONVEY OR PROBLEMS WHICH ARISE FROM OTHERS' FAILURE TO OBTAIN AND/OR FOLLOW THE DESIGN PROFESSIONALS GUIDANCE WITH RESPECT TO ANY ERRORS, OMISSIONS, INCONSISTENCIES, AMBIGUITIES OR CONFLICTS WHICH ARE ALLEGED.

WATERING SCHEDULE

NUMBER	MODEL	TYPE	PRECIP	SUN	MON	TUE	WED	THU	FRI	SAT	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
1	Hunter ICZ-101-40	Drip Ring	1.44 in/h	14 min		14 min			14 min		1	42	264	88.0
2	Rain Bird PEB	Turf Rotor	0.59 in/h			52 min			52 min		1	103	1,601	800
3	Rain Bird PEB	Turf Rotor	0.59 in/h			52 min			52 min		1	103	1,601	800
		TOTALS:		14		118			118			248	3,465	1,689

VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	HEADS	PIPE 3/4"	PIPE 1"	PIPE 1 1/4"	PIPE 1 1/2"	WIRE	DESIGN PSI	PSI @ POC	PRECIP
1	Hunter ICZ-101-40	1"	Drip Ring	6.29	379.3 l.f.	60.3				164.1	30	50.5	1.44 in/h
2	Rain Bird PEB	1"	Turf Rotor	15.54	6	75.9	65.9	16.4	6.7	178.4	35	56.7	0.59 in/h
3	Rain Bird PEB	1"	Turf Rotor	15.54	6	92.0	33.1	33.1	68.2	192.5	35	57.2	0.59 in/h
	Common Wire									170.9			



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Sep 17, 2024

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City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida

Irrigation Plan Notes

Sheet No.

I 3

GENERAL IRRIGATION NOTES

1. ALL MAINLINES TO HAVE A MINIMUM OF 18" OF COVER. (CLASS 200 PVC PIPE).

2. ALL LATERAL AND SUB-MAIN PIPE TO HAVE A MINIMUM OF 12" OF COVER (CLASS 200 PVC PIPE).

3. NO ROCKS, BOULDER, OR OTHER EXTRANEIOUS MATERIALS TO BE USED IN BACKFILLING OF TRENCH.

4. ALL PIPE TO BE INSTALLED AS PER MANUFACTURERS' SPECIFICATIONS.

5. ALL THREADED JOINTS TO BE COATED WITH TEFLON TAPE OR LIQUID TEFLON.

6. ALL LINES TO BE THOROUGHLY FLUSHED BEFORE INSTALLATION OF SPRINKLER HEADS.

7. SPRINKLER AND RELATED EQUIPMENT TO BE INSTALLED AS PER DETAILS.

8. ALL ELECTRICAL JOINTS TO BE MADE USING WATERPROOF CONNECTIONS AS SHOWN ON DETAILS.

9. ALL EQUIPMENT NOT SPECIFIED IN THE LEGEND SHALL BE DETERMINED AND FURNISHED BY THE CONTRACTOR.

10. NO ELECTRICAL CONNECTIONS SHALL BE MADE IN THE FIELD EXCEPT AT A VALVE CONTROL BOX OR ANOTHER VALVE BOX SPECIFICALLY FOR CONNECTIONS.

11. ANY DISCREPANCY BETWEEN THIS SHEET AND OTHERS IN THIS SET MUST BE REFERRED TO THE IRRIGATION CONSULTANT BY THE CONTRACTOR FOR CLARIFICATION BEFORE PRECEDING WITH THE WORK.

12. ALL 24 VOLT WIRE SHALL BE #12 UF/UL FOR COMMON WIRE, AND #14 UF/UL FOR CONTROL WIRES, DIRECT BURIAL, SOLID COPPER.

13. CONTRACTOR TO BE RESPONSIBLE FOR PROPER COVERAGE OF AREAS TO BE WATERED. i.e ADJUST HEADS WITH INSUFFICIENT COVERAGE DUE TO BLOCKAGE BY EXISTING OR PROPOSED SITE FEATURES.

14. CONTRACTOR TO REFER TO LANDSCAPE PLAN TO KEEP SPRINKLER EQUIPMENT AND ACCESSORY MATERIAL FROM INTERFERING WITH PROPER PLANTING, i.e VERIFY ROOT BALL SIZE FOR PLANTING

15. CONTRACTOR SHALL PROVIDE EXPANSION COILS AT EACH WIRE CONNECTION IN A VALVE BOX (WRAP AROUND 3/4" PIPE 12 TIMES).

16. SPRINKLERS IN LOW-LYING AREAS SHALL HAVE CHECK VALVES

17. ALL SPRINKLERS TO BE MOUNTED ON FLEX PIPE - REFER TO DETAILS.

18. INSTALL DRIP LINE TUBING AND NON-PRESSURE LATERAL LEAD LINE PIPING IN LANDSCAPE AREAS AND ADJACENT TO SELECTED PLANT MATERIAL AS SHOWN IN DETAILS.

19. CONTRACTOR SHALL UTILIZE VALVE I.D. TAGS ON ALL REMOTE CONTROL VALVES.

20. 24 VOLT WIRE SHALL BE COLOR CODE; COMMON-WHITE, CONTROL-RED.

21. CONTRACTOR SHALL INSTALL MANUFACTURERS' RECOMMENDED GROUNDING EQUIPMENT FOR POWER SUPPLY AND VALVE OUTPUT WITH (2) 5/8" COPPER CLAD GROUND RODS.

22. CONTRACTOR SHALL INSTALL MANUFACTURERS' RECOMMENDATION ON FAULT GROUND AND LIGHTNING PROTECTION.

23. CONTROLLER GROUNDING MUST BE PER ASIC REQUIREMENTS.

24. ALL MATERIAL TO BE SUPPLIED BY CONTRACTOR TO OWNER:

A. TWO WRENCHES FOR DISASSEMBLING AND ADJUSTING EACH TYPE OF SPRINKLER HEAD AND VALVE SUPPLIED.

B. TWO KEYS FOR EACH OF THE AUTOMATIC CONTROLLERS.

C. TWO QUICK COUPLER KEYS WITH MATCHING HOSE SWIVELS.
26. SYSTEM IS DIAGRAMMATIC TO IMPROVE CLARITY. ALL MAINLINE PIPING, ELECTRIC VALVES AND WIRING ARE TO BE INSTALLED IN LANDSCAPED AREAS AND REFERENCE THE LANDSCAPE PLAN PRIOR TO THE INSTALLATION OF PIPING TO AVOID CONTACT WITH PLANT MATERIALS EXISTING OR NEW.

27. CONTRACTOR SHALL INSTALL SPRINKLER EQUIPMENT 18" FROM FOUNDATIONS, ALSO INSTALL SPRINKLERS 4" FROM CURBS OR WALKS.

28. PRIOR TO BID IRRIGATION CONTRACTOR SHALL VERIFY RIGHT-OF-WAY AND BACKFLOW REQUIREMENTS NO LATER THAN FIVE DAYS BEFORE BID SUBMITTALS. CONTRACTOR SHALL NOTIFY CONSULTANT OF ANY CHANGES FROM PLANS OR SPECIFICATIONS.

29. IRRIGATION CONTRACTOR SHALL PROVIDE THE OWNER AND LANDSCAPE ARCHITECT WITH A REPRODUCIBLE AS-BUILT DRAWING OF THE INSTALLED IRRIGATION SYSTEM IN A PDF FILE FORMAT BEFORE FINAL ACCEPTANCE. PROVIDE CROSS-MEASURED LOCATIONS OF ALL VALVE LOCATIONS, CONTROLLER, WATER SOURCE, WIRE SPLICES, SLEEVE LOCATIONS, ETC.

30. A 1-YEAR WARRANTY PERIOD SHALL BE PROVIDED FOR SYSTEM AFTER SUBSTANTIAL COMPLETION IS ACCEPTED. START UP AND ADJUSTING OF SYSTEM IN SPRING TIME SHALL BE INCLUDED IN WARRANTY.

31. PRIOR TO BID, CONTRACTOR SHALL VERIFY THAT ALL MATERIAL, INSTALLATION PARAMETERS AND OPERATIONS CONFORM TO ALL APPLICABLE CODES AND ORDINANCES NO LATER THAN FIVE DAYS BEFORE BID SUBMITTALS. CONTRACTOR SHALL NOTIFY IRRIGATION CONSULTANT/DESIGNER OF ANY CHANGES REQUIRED DUE TO CURRENT CODE OR ORDINANCE DISCREPANCIES. IF CONTRACTOR DOES NOT COMPLY TO THIS NOTIFICATION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY INSTALLATION CHANGE AND REDESIGN COSTS FOR NON-COMPLIANCE.

32. UNLESS OTHERWISE NOTED, THE CONTRACTOR MUST COMPLETE TWO PRESSURE TESTS OF THE IRRIGATION SYSTEM MAINLINE(BOTH TO SHOW NO DROP IN PRESSURE DURING DURATION OF THE TEST).

A. 2-HOUR PRESSURE TEST AT 1.5 TIMES THE SYSTEM STATIC PRESSURE

B. 24-HOUR PRESSURE TEST AT THE SYSTEM STATIC PRESSURE

34. IRRIGATION INSTALLATION CONTRACTOR SHALL PROVIDE THE OWNER WITH A COLOR-CODED ZONE DIAGRAM PLAN, 8-1/2"X11" LAMINATED SHEET(S) WITH AN ELECTRONIC FILE COPY TO IDENTIFY CONTROLLER STATION TO THE CONTROL VALVE NUMBER FOR EACH CONTROLLER. THE LAMINATED CHART IS TO BE LOCATED IN AN ADHESIVE POUCH ATTACHED TO THE INSIDE OF CONTROLLER(S).

35. THE CONTROLLER(S) SHALL SCHEDULE PROGRAM "A" TO A REGULAR RUN-TIME SETTINGS FOR AFTER THE ESTABLISHMENT PERIOD OF THE PLANT MATERIAL. PROGRAM "B" SHALL BE USED DURING THE ESTABLISHMENT PERIOD AND TURNED OFF AFTER THE 30-60 DAYS OF PLANT INSTALLATION.

36. THE IRRIGATION CONTRACTOR WILL READ ALL SPECIFICATIONS AND REVIEW ALL DETAILS AND EXAMINE THESE PLANS CAREFULLY PRIOR TO BIDDING THIS PROJECT. FAILURE TO READ THIS INFORMATION IS NOT AN ACCEPTABLE REASON IF THE JOB IS UNDERBID.

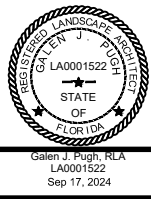
37. THE PLAN MAY NOT INCLUDE ALL MATERIALS. THIS DOESN'T RELIEVE THE CONTRACTOR FROM BEING RESPONSIBLE TO PROVIDE A COMPLETE SYSTEM IN PERFECT WORKING ORDER.

No.	Date	Revision	By	No.	Date	Revision	By
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Plans Prepared By:
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A Full Service A & E Firm



Galen J
Pugh

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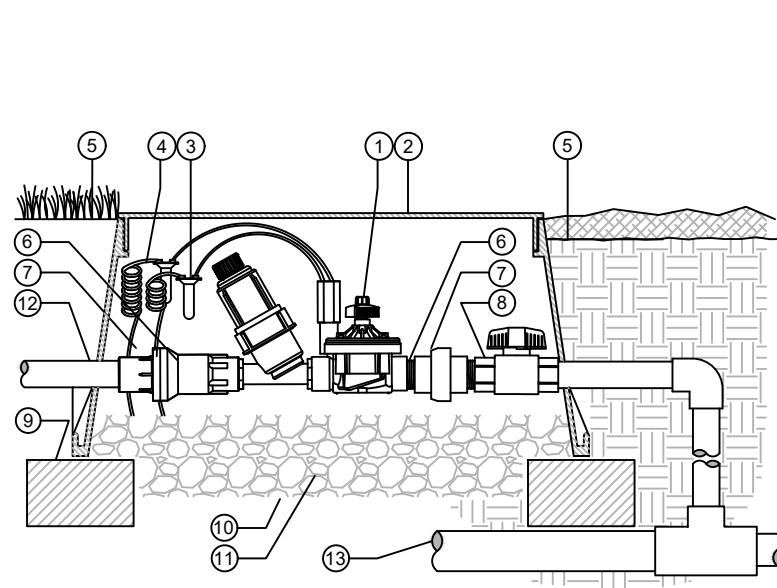
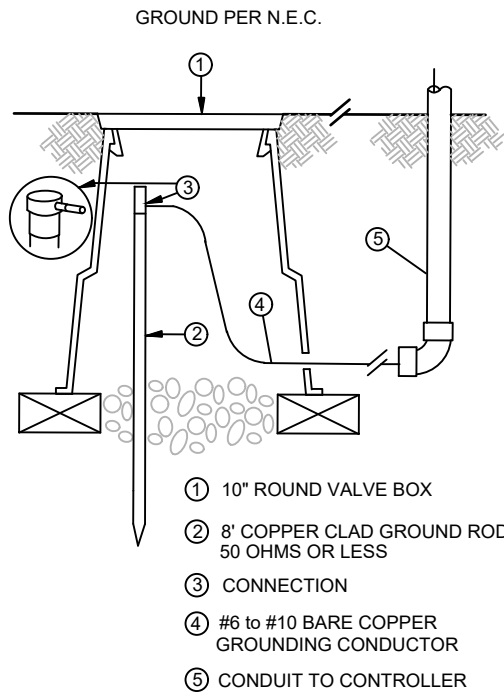
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Designed by:	G. Pugh
Drawn by:	M. Erquitt
Checked by:	G. Pugh
Date:	7/29/2024
Job No.	D0945

City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida

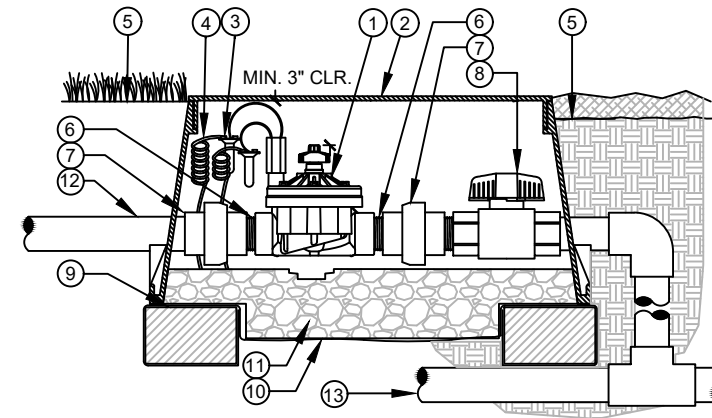
Irrigation Plan Notes

Sheet No.
I 4



DRIP CONTROL KIT (ICZ-101-LF) WITH UNIONS AND ISOLATION VALVE

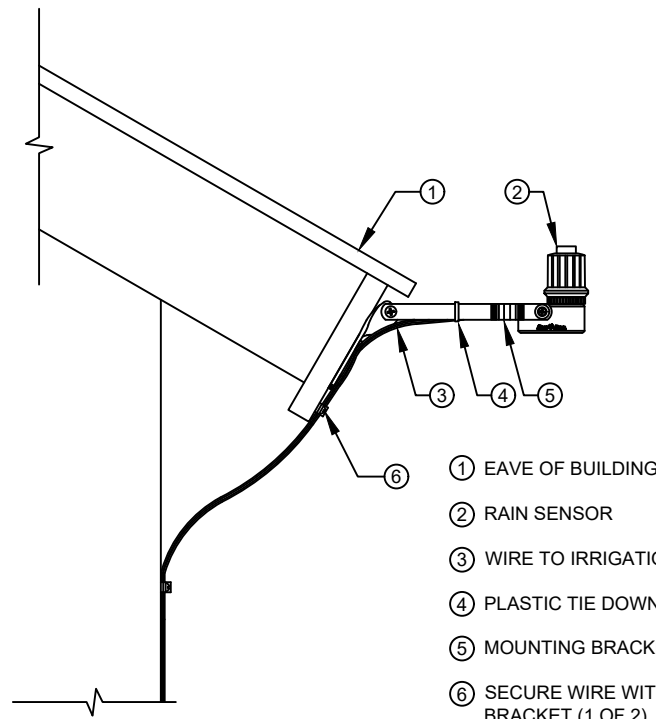
- 1 HUNTER REMOTE CONTROL VALVE (ICZ) WITH FILTER REGULATOR
- 2 IRRIGATION VALVE BOX: HEAT STAMP LID WITH 'RCV' IN 2" LETTERS
- 3 WATERPROOF CONNECTORS (2)
- 4 18"-24" COILED WIRE TO CONTROLLER
- 5 FINISH GRADE AT ADJACENT SURFACE (TURF OR MULCH)
- 6 SCH. 80 CLOSE NIPPLE, MATCH SIZE TO VALVE
- 7 PVC SLIP X FPT UNION
- 8 ISOLATION VALVE, SIZE AND TYPE PER PLAN
- 9 BRICK SUPPORTS (4)
- 10 FILTER FABRIC - WRAP TWICE AROUND BRICK SUPPORTS
- 11 3/4" WASHED GRAVEL - 4" MIN. DEPTH
- 12 IRRIGATION LATERAL
- 13 MAINLINE LATERAL AND FITTINGS



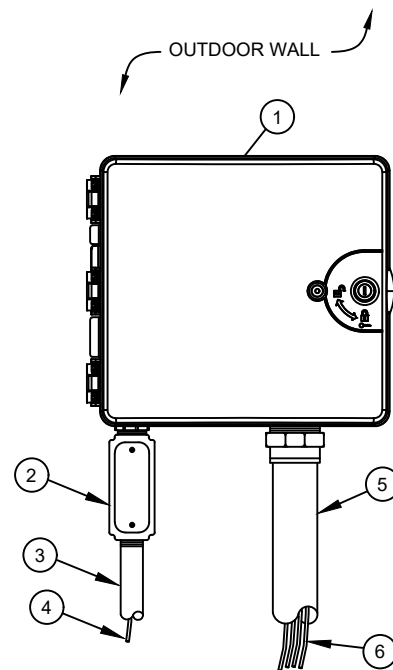
ELECTRIC REMOTE CONTROL VALVE

- 1 REMOTE CONTROL VALVE WITH FLOW CONTROL - PER PLAN
- 2 IRRIGATION VALVE BOX: HEAT STAMP LID WITH 'RCV' IN 2" LETTERS
- 3 WATERPROOF CONNECTORS (2)
- 4 18"-24" COILED WIRE TO CONTROLLER
- 5 FINISH GRADE AT ADJACENT SURFACE (TURF OR MULCH)
- 6 SCH. 80 CLOSE NIPPLE, SIZE PER RCV
- 7 PVC SLIP (OR FPT) X FPT UNION
- 8 ISOLATION VALVE, LINE SIZE
- 9 BRICK SUPPORTS (4)
- 10 FILTER FABRIC - WRAP TWICE AROUND BRICK SUPPORTS
- 11 3/4" WASHED GRAVEL - 4" MIN. DEPTH
- 12 IRRIGATION LATERAL
- 13 MAINLINE AND FITTINGS

CONTROLLER GROUNDING



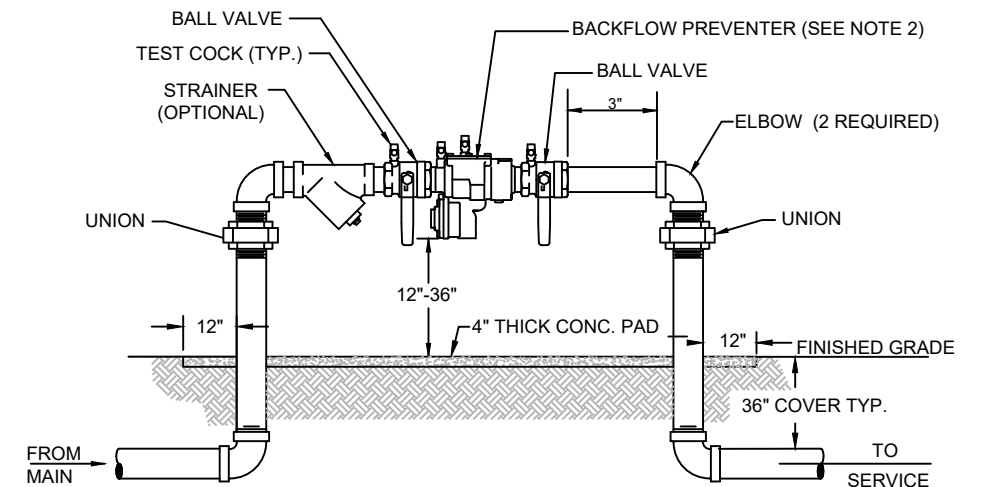
RAIN SENSOR ROOF BRACKET



IRRIGATION CONTROLLER IN PLASTIC CABINET

- 1 IRRIGATION CONTROLLER
- 2 JUNCTION BOX
- 3 1-INCH CONDUIT AND FITTINGS TO POWER SUPPLY
- 4 POWER SUPPLY WIRE
- 5 IRRIGATION CONTROL WIRE IN CONDUIT, SIZE AND TYPE PER LOCAL CODES
- 6 WIRES TO REMOTE CONTROL VALVES

NOTES:
1. USE STEEL CONDUIT FOR ABOVE GRADE AND SCH 40 PVC CONDUIT FOR BELOW GRADE CONDITIONS.
2. MOUNT CONTROLLER LCD SCREEN AT EYE LEVEL, CONTROLLER SHALL BE HARD-WIRED TO GROUNDED 110 VAC POWER SOURCE



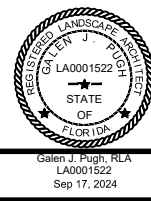
REDUCED PRESSURE BACKFLOW PREVENTER

No.	Date	Revision	By	No.	Date	Revision	By
1				1			
2				2			
3				3			
4				4			
5				5			



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Ph: 407.322.6841
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Plans Prepared By:
CPH, LLC
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Galen J. Pugh
Pugh

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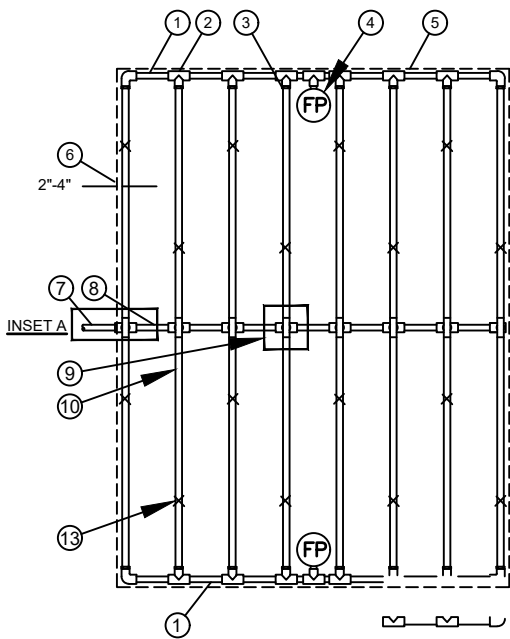
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Drawn by: M. Erquitt
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City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida

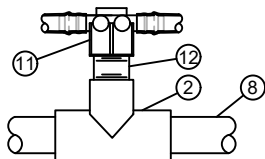
Irrigation Plan Details

Sheet No.
15

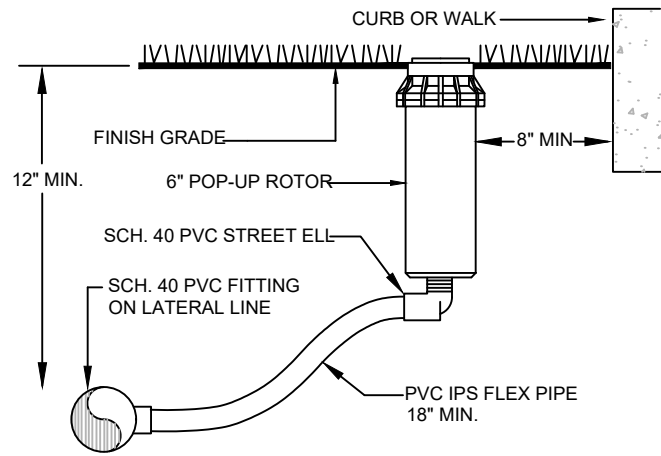


- 1 PVC EXHAUST HEADER
- 2 PVC SCH 40 TEE OR EL (TYPICAL)
- 3 BARB X MALE FITTING: RAIN BIRD XFF-MA FITTING (TYPICAL)
- 4 FLUSH POINT (TYPICAL) SEE RAIN BIRD DETAIL "XFD FLUSH POINT"
- 5 PERIMETER OF AREA
- 6 PERIMETER DRIPLINE PIPE TO BE INSTALLED 2"-4" FROM PERIMETER OF AREA
- 7 PVC SUPPLY PIPE FROM RAIN BIRD CONTROL ZONE KIT (SIZED TO MEET LATERAL FLOW DEMAND)

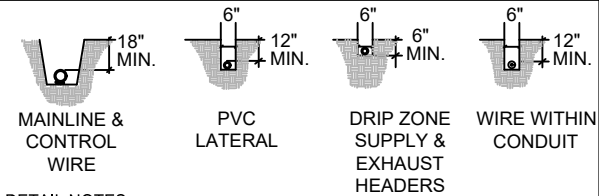
- 8 PVC SUPPLY MANIFOLD
- 9 CONNECTION FROM SUPPLY MANIFOLD TO DRIPLINE (TYPICAL)- SEE INSET A
- 10 ON-SURFACE DRIPLINE: RAIN BIRD XF SERIES DRIPLINE(TYPICAL) POTABLE: XFD DRIPLINE NON-POTABLE: XFD DRIPLINE
- 11 BARB X FEMALE FITTING: RAIN BIRD XFD-TFA-075 FITTING
- 12 3/4" PVC NIPPLE, LENGTH AS NECESSARY
- 13 RAINBIRD TDS-050 TIE DOWN STAKE, STAGGER 3' APART ALONG DRIP LINE AND AT AND AT FITTINGS. (TYPICAL)



INSET A



TURF ROTOR HEAD

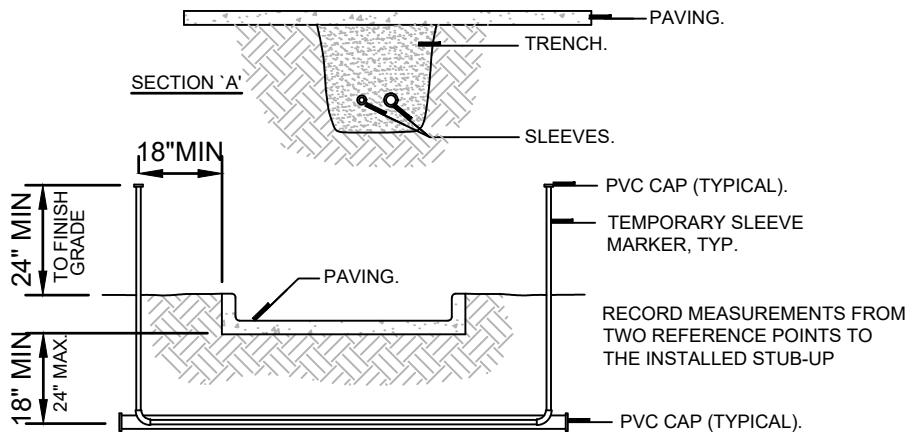


- DETAIL NOTES:
- 1. ALL P.V.C. PIPING SHALL BE SNAKED IN TRENCHES.
 - 2. ALL WIRING TO BE BUNDLED AND TAPED AT 20' INTERVALS.
 - 3. ALL MAIN SUPPLY LINES TO BE INSTALLED AS PER MANUFACTURER'S SPECIFICATIONS.
 - 4. PROVIDE PIPE AND WIRE SLEEVES UNDER ALL PAVED SURFACES. WIRE SHALL BE WITHIN SEPARATE 2" ELECTRICAL CHASE.
 - 5. CONTRACTOR TO COMPLY WITH ALL LOCAL CODES AND ORDINANCES IN REFERENCE TO THE INSTALLATION OF PVC PIPING
 - 6. TIE A LOOSE 20' LOOP IN WIRING AT ALL CHANGES OF DIRECTION GREATER THAN 30° UNTIE ALL LOOPS AFTER ALL CONNECTIONS HAVE BEEN COMPLETED
 - 7. INSTALL #14-1 TRACKING WIRE NEXT TO MAINLINE

TRENCHING DETAIL

- NOTES:
- 1. DISTANCE BETWEEN LATERAL ROWS AND EMITTER SPACING TO BE BASED ON SOIL TYPE, PLANT MATERIALS AND CHANGES IN ELEVATION.
 - 2. LENGTH OF LONGEST DRIPLINE LATERAL SHOULD NOT EXCEED THE MAXIMUM SPACING SHOWN IN THE ACCOMPANYING TABLE.
 - 3. WHEN USING 17MM INSERT FITTINGS WITH DESIGN PRESSURE OVER 50PSI, IT IS RECOMMENDED THAT STAINLESS STEEL CLAMPS BE INSTALLED ON EACH FITTING.

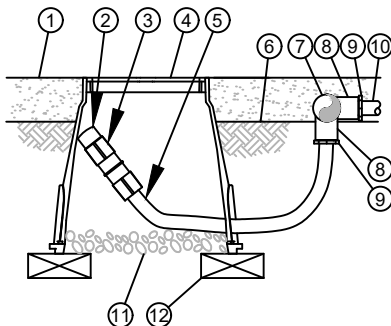
XFD ON-SURFACE DRIPLINE - CENTER FEED LAYOUT



- NOTES
- 1. IRRIGATION SLEEVES SHALL BE CLASS 200 PIPE FOR 4" AND LARGER AND SCHEDULE 40 PVC FOR 3" AND SMALLER.
 - 2. ALL JOINTS TO BE SOLVENT WELDED AND WATERTIGHT.
 - 3. WHERE THERE IS MORE THAN ONE SLEEVE, EXTEND THE SMALLER SLEEVE TO 24-INCHES MINIMUM ABOVE FINISH GRADE AND MARK ALL SLEEVE LOCATIONS. REMOVE EXTENSION WHEN SLEEVE IS UTILIZED.
 - 4. MECHANICALLY TAMP TO 95% PROCTOR.
 - 5. SLEEVE SHALL BE TWO (2) TIMES DIAMETER OF NOMINAL SIZE OF PIPE WITHIN SLEEVE.

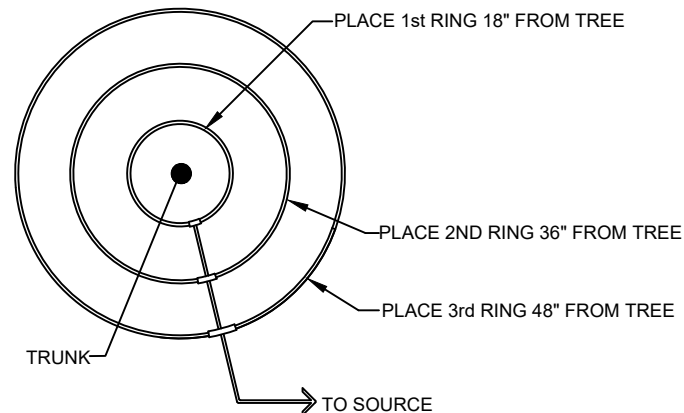
IRRIGATION SLEEVE DETAIL

ALLOW A MINIMUM OF 6-INCHES OF DRIPLINE TUBING IN VALVE BOX IN ORDER TO DIRECT FLUSHED WATER OUTSIDE VALVE BOX.



XFD ON-SURFACE DRIPLINE FLUSH POINT

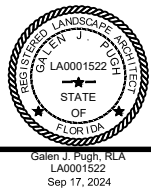
- 1 TOP OF MULCH LAYER
- 2 FLUSH CAP FOR EASY FIT COMPRESSION FITTINGS: POTABLE:RAIN BIRD MDCFCAP NON-POTABLE: RAIN BIRD MDCFCAP
- 3 EASY FIT COUPLING: RAIN BIRD MDCFCOUP
- 4 SUBTERRANEAN EMITTER BOX: RAIN BIRD SEB 7XB
- 5 RAIN BIRD XF BLANK TUBING
- 6 FINISH GRADE
- 7 PVC EXHAUST HEADER
- 8 PVC SCH 40 TEE OR EL
- 9 BARB X MALE FITTING: RAIN BIRD XFF-MA FITTING (TYPICAL)
- 10 ON-SURFACE DRIPLINE:
- 11 3-INCH MINIMUM DEPTH OF 3/4" WASHED GRAVEL
- 12 BRICK (1 OF 2)



TREE RING DETAIL

Galen J Pugh

Digitally signed by Galen J Pugh
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Plans Prepared By:
CPH, LLC
A Full Service A & E Firm



500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841
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Drawn by: M. Erquitt
Checked by: G. Pugh
Date: 7/29/2024
Job No. D0945

City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida

Irrigation Plan Details

Sheet No.
16

CITY OF DELAND
Request for Commission Action
December 15, 2025

SUBJECT: Second Reading of Ordinance No. 2025-27, Changing the Zoning for Approximately 7.35 Acres of Property, Located on South Woodland Boulevard from Mainstreet Townhomes PD to C-2 (General Commercial). First Reading 11-17-25.

DEPARTMENT: Planning

PREPARED BY: Kendall Story, Senior Planner

ATTACHMENTS: ORD-2025-27, Exhibit A, Z25-079 Staff Report, Z25-079 Project Narrative, Z25-079 Aerial, Z25-079 Zoning

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

SUMMARY/HIGHLIGHT:

The subject property is located directly south of the West Volusia Shopping Center, across from Firehouse Rd. It was previously rezoned from C-2, General Commercial, to the Mainstreet Townhomes Planned Development (PD) on August 7, 2006. The Mainstreet Townhomes PD approved 66 multi-family townhome units, but the project was abandoned after the rezoning was approved.

The C-2 zoning district allows for a range of commercial uses such as office/medical uses, personal service uses, hospitality uses as well as vehicular service uses and multi-family uses. The C-2 zoned district differs from the Mainstreet Townhomes PD which only allows multi-family townhomes as a permitted use.

On June 11, 2025, the Planning Board voted 3-1 to recommend denial of the rezone request. At the meeting, both citizens and Board members voiced concern over the uncertainty of future development and impacts upon the neighboring Wellington Woods residential subdivision located directly to the east of the subject property.

On July 21, 2025, the City Commission voted to continue the request to the August 18, 2025, City Commission meeting.

On August 18, 2025, the City Commission voted to continue the request to the October 6, 2025, City Commission meeting.

On October 6, 2025, the City Commission voted to continue the request to the November 17, 2025, City Commission meeting, allowing the applicant more time to meet with nearby residents of Wellington Woods and their concerns.

On October 24, 2025, a neighborhood meeting was held and attended by the applicant, Jessica Gow of CobbCole, the owners of the subject property and 8 adjacent residents from Wellington Woods. The topics discussed included:

1. Distance from Carwash building to rear property line (645 ft., about an 8th of a mile) and sound buffering, which should not be an issue with that distance.
2. Distance from the homeowners' property line to future potential development in the rear of the property – the discussion centered around the Property Owner and residents agreeing that the potential for retail development in that corridor was highly unlikely based on site layout, and the residents requested, and the owner agreed, that the owner will work with the City to install opaque fencing along that boundary

when/if development in the rear moves forward – inside of the 25’ setback/natural preservation area proposed.

3. Residents agreed there is no need for a written use restriction based on the practical constraints of the site and limitations on uses in the rear.
4. Residents and Property Owner agreed that based on the info discussed, they would no longer oppose the zoning request with the assurance there would be a fence in the area discussed.

On November 17, 2025, the City Commission voted 4-1 to approve the rezone request, on first reading.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principles.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Rezoning of the subject property to C-2 would allow for a multitude of general commercial uses and provide opportunity for development of the parcel, as the current Mainstreet Townhomes PD only allows for multi-family townhome use.

RECOMMENDATION:

Staff recommends that the City Commission approve the request to rezone the subject property, on second reading.

BACKGROUND/DISCUSSION:

According to the 2050 Vision, the parcel is located within Category 2, “Urban Core”. The Urban Core is described as being a location where the majority of new growth will take place.

ORDINANCE NO. 2025 - 27

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM MAINSTREET TOWNHOMES PLANNED DEVELOPMENT (PD) TO C-2, GENERAL COMMERCIAL, ON PROPERTY LOCATED ON SOUTH WOODLAND BOULEVARD, MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; CONDITIONING FINAL DEVELOPMENT ORDERS ON A DETERMINATION OF CAPACITY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the property located on South Woodland Boulevard and more particularly described in the attached Exhibit “A”, is currently zoned as Mainstreet Townhomes Planned Development (PD), pursuant to City of DeLand’s Zoning Ordinances; and

WHEREAS, the property currently has a Land Use Designation of Highway Commercial pursuant to the City of DeLand’s Land Use Plan; and

WHEREAS, a proper and complete application has been received requesting that the zoning be changed to C-2, General Commercial; and

WHEREAS, the C-2, General Commercial zoning designation is consistent with the Comprehensive Plan of the City of DeLand.

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

Section 1. The City Commission has held a public hearing on the application for a change of zoning from Mainstreet Townhomes, Planned Development (PD) to C-2, General Commercial zoning designation, on the following described property:

See legal description attached hereto as Exhibit “A”

Tax Parcel Identification No. 70330800002B

Section 2. The City Commission hereby finds that the City of DeLand’s C-2, General Commercial zoning designation is consistent with the property’s Highway Commercial future land use designation.

Section 3. Pursuant to the determination made at public hearing, the City Commission hereby amends the Comprehensive Zoning Map of the City of DeLand and changes the zoning from Mainstreet Townhomes Planned Development (PD) to C-2, General Commercial zoning designation on the parcel described in Section 1.

Section 4. The Planning Director is hereby directed to change the Comprehensive Zoning Map of the City of DeLand to conform with the change of zoning enacted in this Ordinance.

Section 5. No rights to obtain final development orders nor any rights to develop the property have been granted or implied by this Ordinance. Final development orders for the property including, but not limited to building permits and site plan approval shall be subject to a determination of capacity.

Section 6. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 7. This Ordinance shall become effective immediately upon its adoption.

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

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: November 17, 2025
Adopted on second reading: December 15, 2025

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

"EXHIBIT A"

U.S. HIGHWAY NO. 17-92
(STATE ROAD NO. 15 & 600)

EXISTING C-2 ZONING
1.50± ACRES

MAIN STREET TOWNHOMES
(PB 52, PG 35 & 36)

EXISTING PUD ZONING
PROPOSED C-2 ZONING
7.35± ACRES

L1

L3
(BASIS OF BEARING)

L4

L5

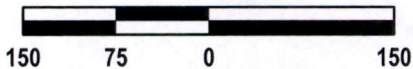
L9

POINT OF BEGINNING

POINT OF COMMENCEMENT
SOUTHWEST CORNER OF PARCEL 2A,
MAIN STREET TOWNHOMES, AS
RECORDED IN PB 52, PG 35 & 36

EASTERLY RIGHT-OF-WAY OF
U.S. HIGHWAY NO. 17-92

VOLUSIA COUNTY
SECTION 33,
TOWNSHIP 17 SOUTH,
RANGE 30 EAST



GRAPHIC SCALE
1" = 150'

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 88°40'28" E	343.83'
L2	N 00°48'44" W	186.50'
L3	N 89°25'58" E	552.18'
L4	N 01°25'13" W	257.32'
L5	N 89°19'17" E	84.01'
L6	S 01°24'18" E	1217.08'
L7	S 89°14'27" W	234.36'
L8	N 01°19'00" W	779.20'
L9	S 88°40'28" W	404.84'

L8

WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST
1/4 OF THE NORTHEAST 1/4 OF SECTION 33
, TOWNSHIP 17 SOUTH, RANGE 30 EAST

WEST LINE OF WELLINGTON WOODS

WELLINGTON WOODS
(PB 54, PG 153-163)

L7

NOT A SURVEY

SHEET 1 OF 2

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

LOCATION No: 17-30-33

PROJECT No: 230914

DATE: 08/20/2025

CHECKED BY: CKV

DRAFTED BY: WRW

SKETCH

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

DESCRIPTION:

A PORTION OF PARCEL 2A AND ALL OF PARCEL 2B, MAIN STREET TOWNHOMES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 52, PAGES 35 AND 36, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF PARCEL 2A, MAIN STREET TOWNHOMES, AS RECORDED IN PLAT BOOK 52, PAGES 35 AND 36, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 17-92; THENCE DEPARTING SAID RIGHT-OF-WAY, N 88°40'28" E, FOR A DISTANCE OF 343.83 FEET FOR A POINT OF BEGINNING; THENCE N 00°48'44" W, FOR A DISTANCE OF 186.50 FEET; THENCE N 89°25'58" E, FOR A DISTANCE OF 552.18 FEET; THENCE N 01°25'13" W, FOR A DISTANCE OF 257.32 FEET TO A POINT ON THE SOUTH LINE OF TRACT "P", WELLINGTON WOODS, PLAT BOOK 54, PAGE 153 THROUGH 163, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, N 89°19'17" E, FOR A DISTANCE OF 84.01 FEET TO A POINT ON THE WEST LINE OF AFORESAID PLAT ALSO BEING THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 17 SOUTH, RANGE 30 EAST, CITY OF DELAND, VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE AND ALONG SAID WEST LINE, S 01°24'18" E, FOR A DISTANCE OF 1217.08 FEET; THENCE DEPARTING SAID WEST LINE, S 89°14'27" W, FOR A DISTANCE OF 234.36 FEET; THENCE N 01°19'00" W, FOR A DISTANCE OF 779.20 FEET; THENCE S 88°40'28" W, FOR A DISTANCE OF 404.84 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION CONTAINS 7.35 ± ACRES

GENERAL NOTES:

1. BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE GRID, NORTH AMERICAN DATUM OF 1983 (NAD83) WITH 2011 ADJUSTMENT AS DERIVED FROM THE LENGEMANN NETWORK, A TOPCON GNSS NETWORK. AS A REFERENCE FOR THIS SKETCH AND DESCRIPTION, ALONG THE NORTH LINE OF THE PLAT OF MAIN STREET TOWNHOMES, AS RECORDED IN PLAT BOOK 52, PAGE 35, HAVING A BEARING OF (N 89°25'58" E).
2. LEGAL DESCRIPTION PREPARED BY UPHAM, INC. AUGUST 20, 2025 AT CLIENTS REQUEST.

ABBREVIATIONS / LEGEND

INC ... INCORPORATED
L ... LINE
LB ... LICENSED BUSINESS
PSM ... PROFESSIONAL SURVEY MAPPER
PB ... PLAT BOOK
PG ... PAGE

NOT A SURVEY

SHEET 2 OF 2

THE FOREGOING SKETCH AND DESCRIPTION IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, EFFECTIVE DATE JULY 1, 2018, AS PURSUANT TO SECTION 5J-17.051, FLORIDA ADMINISTRATIVE CODE. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. FLORIDA ADMINISTRATIVE CODE 5J-17.062 (2)	Clyde O Van Kleeck Jr. Digitally signed by Clyde O Van Kleeck Jr. Date: 2025.08.21 13:22:54 -04'00' BY: C. O. VAN KLEECK, JR., PSM No. 6149	LOCATION No: 17-30-33	DESCRIPTION  CIVIL ENGINEERING · SURVEYING · LANDSCAPE ARCHITECTURE 265 Kenilworth Avenue · Ormond Beach · Florida 32174 Voice: 386.672.9515 · Fax: 386.673.6554 · uphaminc.com LB # 0003612 LC # 0000357
		PROJECT No: 230914	
		DATE: 08/20/2025	
		CHECKED BY: CKV	
		DRAFTED BY: WRW	
THIS ITEM HAS BEEN SIGNED AND SEALED ON THE DATE AND TIME AS SHOWN HEREON; WHEN SIGNED AND SEALED BY AN ELECTRONIC SIGNATURE, PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED AND THE SIGNATURE & SEAL MUST BE VERIFIED ON ALL ELECTRONIC COPIES.			

**PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD**

June 11, 2025

A. APPLICATION NO.: Z25-079

STAFF PLANNER: Kendall Story

APPLICANT: Jessica Gow, CobbCole

REQUEST: Rezone from Mainstreet Townhomes Planned Development, to City C-2 (General Commercial)

APPLICABLE REGULATIONS:

Article XII ADMINISTRATION AND ENFORCEMENT
Sec. 33-135 – Procedure for text amendments & rezoning.

B. SITE FACTORS:

Location:	S. Woodland Blvd., east of Firehouse Rd.
Size:	±7.35 acres
Land Use:	HC (Highway Commercial)
Existing Zoning:	Mainstreet Townhomes PD
Existing Use:	Vacant

	SURROUNDING LAND USE:	SURROUNDING ZONING:
North:	HC (Highway Commercial)	C-2 (General Commercial)
South:	VC: COM (Commercial)/HC (Highway Commercial)	VC: B-3 (Shopping Center)/C-2 (General Commercial)
East:	LDR (Low Density Residential)	Wellington Woods PD
West:	VC: COM (Commercial)	VC: B-4C (General Commercial)

C. ANALYSIS:

The subject property is located directly south of the West Volusia Shopping Center, across from Firehouse Rd. It was previously rezoned from C-2, General Commercial, to the Mainstreet Townhomes Planned Development (PD) on August 7, 2006. The Mainstreet Townhomes PD approved 66 multi-family townhome units, but the project was abandoned after the rezoning was approved. At this time, the applicant is proposing a carwash on both parcels 2A & 2B which will be replatted prior to a site plan submittal.

The first ±344 feet of property make up parcel 2A of the Mainstreet Townhomes subdivision. Parcel 2A fronts on Woodland Blvd. and is currently zoned C-2. Parcel 2B of the Mainstreet Townhome subdivision, which is east of parcel 2A, is zoned PD.

The C-2 zoning district allows for a range of commercial uses such as office/medical uses, personal service uses, hospitality uses as well as vehicular service uses and multi-family uses. The C-2 zoned district differs from the Mainstreet Townhomes PD which only allows multi-family townhomes as a permitted use. Below is a table comparing the development standards of the proposed C-2 district, with the current Mainstreet Townhomes PD.

DEVELOPMENT STANDARDS		
	C-2 REQUIRED	MAINSTREET TOWNHOMES PD
MIN. LOT AREA	9,000 sq. ft./Lot	900 sq. ft./Unit
FRONT YARD SETBACK (PERIMETER)	20’/30’ Landscape buffer	30’/30’ Landscape buffer
REAR YARD SETBACK (PERIMETER)	25’	20’
SIDE YAR SETBACK (PERIMETER)	10’	20’
LOT WIDTH	75’	20’
MAX. IMPERVIOUS (TOTAL SITE)	70%	46.82%

Section 33-135 of the Land Development Regulations provides the following criteria, which the Planning Board and City Commission shall utilize in reviewing a rezoning request:

1. Is the proposed rezoning consistent with the Comprehensive Land Use Plan, the land use, zoning pattern and character of the surrounding area?

The proposed zoning of C-2 (General Commercial) is consistent with the Comprehensive Plan with an underlying land use designation of HC (Highway Commercial). The HC land use designation is considered compatible with the C-2 zoning district, per the Comprehensive Plan.

2. Will the proposed rezoning have an impact upon the environment or natural resources?

The subject site is heavily wooded and any development will reduce the tree coverage significantly. However, when a site plan is submitted, the development standards will ensure that tree preservation areas and landscape buffering both meet the requirements of the Land Development Regulations. Additionally, because the property is greater than 5 acres, the code will require a survey of all endangered or threatened species and may require a habitat management plan.

3. Will the proposed rezoning have an impact upon the economy of the affected area?

If developed, the rezoning of the property will have an impact on the local economy as it will no longer be restricted to residential uses only and will allow a range of commercial uses as well.

4. Will the proposed rezoning have an impact upon governmental services?

The subject property will have access to existing services, such as police and fire, are already available. The effect upon governmental services will depend upon the use of the

property when it is developed, as multi-family townhomes will still be allowed, but the site may develop as a commercial use instead. The availability of services and traffic impacts will be evaluated at the time of site plan.

5. Are there changes in the circumstances or conditions affecting the area since the original assignment of zoning that will support the proposed zoning?

Since the original approval of the Mainstreet Townhomes PD in 2006, there have been changes in the market and demand of the area, as both residential and commercial developments have been established, such as the Huntington Downs residential development and the build-out of the Woodland Crossings shopping center. With this rezoning, multi-family uses will still be permitted, however, additional commercial uses will also be allowed.

6. Was there a mistake in the original classification?

There was no known mistake in the original zoning classification. Following 2006, when the property was originally rezoned from C-2 to the Mainstreet Townhomes PD, the economy and development demands shifted due to the recession. The applicant requests to restore the original zoning of C-2.

7. Will the proposed rezoning have any effect upon the use or value of the affected area?

The proposed rezoning would allow the operation of a commercial use which should have a positive impact upon the city's economy, as the property would no longer be undeveloped and vacant.

8. Will the proposed rezoning have an impact upon public health, safety and welfare?

There will not be any adverse impacts upon public health, safety, or welfare as a result of this zoning change. This rezoning would be consistent with the commercial uses of the surrounding area.

D. CONCLUSION:

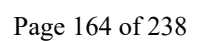
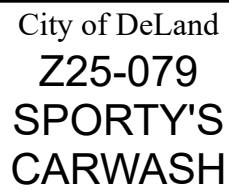
The applicant is proposing to rezone the subject property from the Mainstreet Townhomes PD , back to its original C-2 zoning district, which is compatible with the HC (Highway Commercial) future land use designation and the Redevelopment Overlay.

E. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward the application to the City Commission with a recommendation of approval for the request to rezone from the Mainstreet PD to C-2 (General Commercial).

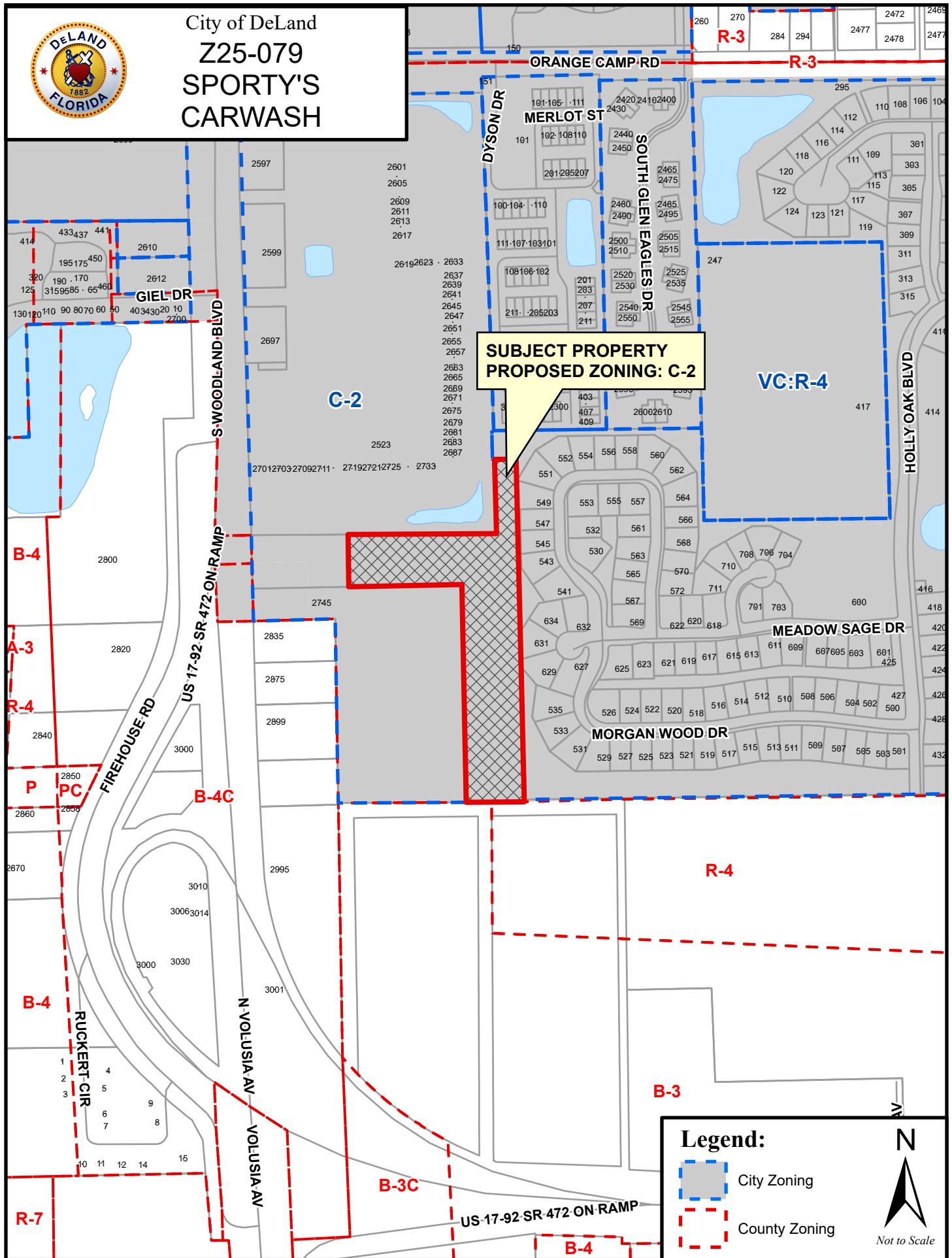
Project Narrative – Rezoning to C-2 Zoning District

The Applicant is requesting a rezoning back to the C-2 Zoning District as contemplated under the Mainstreet Townhomes Residential Planned District. The former Planned District, adopted in 2006, included a provision on reverter, noting that the City Commission may rezone any portion of the project which has not secured a final development order on or before 5 years from its effective date. This Property did not receive a final development order within the time frame set out above, and the Applicant is requesting the rezoning of the site to permit its orderly development through two commercial parcels.





City of DeLand
Z25-079
SPORTY'S
CARWASH



CITY OF DELAND
Request for Commission Action
December 15, 2025

SUBJECT: First Reading of Ordinance Approving a Second Amendment to the DeLand Tech Park PD to Allow for One Additional Use, for Property Located on the South Side of Cassadaga Road, West of Interstate 4.

DEPARTMENT: Planning

PREPARED BY: Kendall Story, Senior Planner

ATTACHMENTS: Ordinance, Exhibit A, Z25-170 Staff Report, Z25-170 Narrative, Z25-170 Aerial Map, Z25-170 Zoning Map

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

SUMMARY/HIGHLIGHT:

The ± 143.8-acre subject property known as the DeLand Tech Park PD, was originally approved on October 3, 2022, and is within the Southwest Activity Center. The purpose of this amendment is to modify the existing PD to add one additional use to the list of commercial uses permitted within the development.

Currently, the Tech Park PD agreement allows for a variety of commercial and industrial uses, including packaged sales of beer and/or wine (package sales where beer and/or wine are sold for consumption off-premises with a DBPR 2APS license), as well as restaurants serving beer, wine and liquor, for on-site consumption. This amendment clarifies that in addition to restaurant sales, packaged beer, wine and liquor, such as those offered by a liquor/package store or similar retail establishment (uses requiring a DBPR 3PS liquor license (package sales)) would be allowed within the PD. Any establishment that intends on selling alcohol will be required to obtain a proper state license from the Florida Department of Business and Professional Regulation (DBPR).

Besides the additional use, there are no proposed changes to the DeLand Tech Park PD agreement and the developer will need to follow the requirements that were previously outlined in the agreement.

On November 12, 2025, the Planning Board unanimously voted to recommend approval of the PD amendment.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

Strategic Focus Area: Preparing for the Future/Sustainability — The Strategic Plan recognizes that "...the city itself is dynamic and that extensive changes will occur in the region in the near and long term future." The subject property is located within the Southwest Activity Center (SWAC). One of the objectives of the SWAC is to, "...provide adequate and appropriate areas resulting in a mixture of urban land uses." The DeLand Tech Park PD supports said objective, as it will provide for commercial, office and light industrial jobs while being located to varying residential uses, such as Canopy Terrace (single-family residential) to the north and Yardly (detached multi-family) to the west.

FISCAL IMPACT:

Once constructed, the DeLand Tech Park PD will positively impact the city's tax roll and increase funds for city services.

RECOMMENDATION:

Staff recommends that the City Commission approve the second PD amendment to the DeLand Tech Park PD, on first reading.

BACKGROUND/DISCUSSION:

The subject property lies within the Southwest Activity Center (SWAC) and shall comply with the policies identified in the Local Plan. The DeLand Tech Park PD was originally approved on October 3, 2022, and includes a mixture of commercial and light industrial uses. All development shall comply with the land development regulations and development standards outlined in the PD agreement. On January 22, 2025, the first amendment to the PD was approved by City Commission, to allow for off-site tree protection area.

ORDINANCE NO. 2025 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, APPROVING A SECOND AMENDMENT TO THE DELAND TECH PARK PLANNED DEVELOPMENT (PD) TO ALLOW FOR ONE ADDITIONAL PERMITTED USE, ON PROPERTY LOCATED ON THE SOUTH SIDE OF CASSADAGA ROAD, WEST OF INTERSTATE 4; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Applicant, Mark Watts, Esquire, on behalf of the owners, has filed a request for a second amendment to the DeLand Tech Park Planned Development (PD) Agreement for land consisting of approximately ±143.8 acres located on the south side of Cassadaga Road, west of Interstate 4, which is more particularly described in the legal description included in the Second Amendment to DeLand Tech Park Planned Development Agreement attached hereto as Exhibit “A” and by this reference made a part hereof; and

WHEREAS, the DeLand Tech Park Planned Development was approved by the City Commission on October 3, 2022 (Ordinance No. 2022-30) and amended on January 22, 2025 (Ordinance No. 2024-43); and

WHEREAS, the applicant is proposing a second amendment to the DeLand Tech Park PD in order to add one additional use to the list of commercial uses permitted in the development; and

WHEREAS, said second amendment is consistent with both the Comprehensive Plan and the purpose and intent of Section 33-32 and Section 33-135 of the Code of Ordinances of the City of DeLand (the “Code”).

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

Section 1. The City Commission has held a public hearing to approve the second amendment to the DeLand Tech Park Planned Development (PD) Agreement.

Section 2. Pursuant to the determination made at public hearing, the City Commission hereby amends the approved Development Agreement for DeLand Tech Park, Planned Development District, shall as per the attached Exhibit “A” which by this reference is made a part hereof.

Section 3. The DELAND TECH PARK PLANNED DEVELOPMENT AGREEMENT, as amended, is hereby further amended by the Second Amendment to DeLand Tech Park Planned Development Agreement attached hereto as Exhibit “A”.

Section 4. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this ____ day of _____, 2025.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

“Exhibit A”

SECOND AMENDMENT TO DELAND TECH PARK

PLANNED DEVELOPMENT AGREEMENT

This Second Amendment to the Planned Development Agreement (the "Second Amendment") is made this _____ day of _____, 2025, between the **CITY OF DELAND**, a Florida municipal corporation (hereafter, the "City"), whose mailing address is 120 S. Florida Avenue, DeLand, FL 32720, and **LONGLEAF FOUR, LLC**, a limited liability company, whose mailing address is 320 N. Meridian St., Ste 700, Indianapolis, IN 46204 (hereafter, "Applicant").

WHEREAS, the City and Applicant previously entered into that certain Planned Development Agreement (the "PD Agreement") dated on or about October 3, 2022, and recorded in Official Records Book 8663, Page 3282 of the Public Records of Volusia County, Florida in connection with the rezoning of ± 143.24 acres known as the "DeLand Tech Park PD"; and

WHEREAS, the City and Applicant previously entered into the First Amendment to DeLand Tech Park Planned Development Agreement (the "First Amendment") dated on or about January 22, 2025, and recorded in Official Records Book 8671, Page 3729 of the Public Records of Volusia County, Florida known as the "First Amendment to DeLand Tech Park PD", which added land to the PD for a total current acreage of 143.795 +/-, as legally described on Exhibit "A", attached; and

WHEREAS, the Applicant wishes to amend the DeLand Tech Park PD to revise and include certain commercial uses as described in the PD Agreement; and

WHEREAS, the application to amend the DeLand Tech Park PD was duly and properly filed with the City on September 22, 2025, and the application was reviewed by the City's

October 16, 2025

Community Development Department and determined to be consistent with the City's Comprehensive Plan; and

WHEREAS, public hearings on this Second Amendment to the DeLand Tech Park Planned Development Agreement were held on _____, 20__ and _____, 20____.

WHEREAS, the owners of the properties: Longleaf Four, LLC, W.L. Kirk, Jr. and Nancy C. Kirk, are in agreement with the provisions of this Amendment.

NOW THEREFORE, the City and Applicant acknowledge and agree that the DeLand Tech Park PD is hereby amended to reflect the following changes, revisions and amendments to the DeLand Tech Park Planned Development Agreement and amended Planned Development Plan:

1. Paragraph D -- Land Uses within the PD is amended to include the following commercial use (changes shown in ~~striketrough~~/underline format):

Permitted Uses within the PD:

1. Commercial Uses

General/Professional Offices.

Medical Office.

Drugstores and pharmacies.

Laboratories, hospitals and clinics.

Medical clinics over 5,000 sq. ft.

Veterinary clinics allowing overnight boarding for clinical care, no outside runs or kennels.

Copying, printing and lithography.

Showroom commercial.

Day care facilities, adult or child.

Hotels or motels and associated accessory uses including restaurant and conference facilities.

Uses requiring a DBPR 3PS liquor license (package sales)

Package sales where beer and/or wine are sold for consumption off-premises with DBPR 2APS license.

Restaurants, including fast food and/or drive through facilities, including establishments serving alcohol requiring a DBPR 2COP, 3PS or 4COP license with special class.

Convenience stores with or without gas pumps.

Grocery.

Retail sales.

Retail and service land uses.

Colleges or schools.

Government and public land uses and buildings.

Music, dance, gymnasium, art school or studio excluding discotheques.

Outdoor recreation land use.

Parks, mini and neighborhood.

Electrical, gas, plumbing and HVAC sales/service.

2. Except as expressly modified by this Second Amendment, all terms, conditions, and provisions of the PD Agreement, as previously amended by that certain First Amendment to PD Agreement approved on January 22, 2025, shall remain unchanged and in full force and effect,

and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the City and the Applicant have caused this Second Amendment to the DeLand Tech Park Planned Development Agreement to be duly executed by their authorized representatives as of the last date entered below.

(Signatures on Following Pages)

ATTEST:

City Commission of DeLand Florida

Michael Pleus
City Manager

Christopher M. Cloudman
Mayor

STATE OF FLORIDA

CITY OF DELAND

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____ (mo/yr), by Michael Pleus and Christopher M. Cloudman, as City Manager and Mayor, City of DeLand, respectively, on behalf of the City of DeLand, and who are personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

Commission No.: _____

My Commission Expires: _____

WITNESSES

LONGLEAF FOUR, LLC

Print Name

Sign Name

Print Name

Sign Name

By: _____

Print: Harry F McNaught

Title: Manager

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 202__, by Harry F. McNaught, as Manager of **LONGLEAF FOUR, LLC**, who is personally known to me or has produced _____ as identification.

Seal

Notary Public

Type or Print Name: _____

Commission No. _____

My Commission Expires: _____

WITNESSES

W. L. Kirk, Jr. and Nancy C. Kirk

Print Name

Sign Name

Print Name

Sign Name

By: _____

Print: _____

Date: _____

By: _____

Print: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this ____ day of _____, 202__, by _____ and
_____, who are personally known to me or have produced
_____ as identification.

Seal

Notary Public

Type or Print Name: _____

Commission No. _____

My Commission Expires: _____

EXHIBIT "A"
Legal Description

A PORTION OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 31 EAST LYING IN VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 31 EAST, THENCE RUN N89°54'53"E ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 1406.09 FEET TO THE EAST LINE OF GOVERNMENT LOT 4, SAID SECTION 6; THENCE ALONG SAID EAST LINE S00°05'07"E 1400.66 FEET TO THE MONUMENTED SOUTHERLY RIGHT OF WAY LINE OF CASSADAGA ROAD AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE EASTERLY EXTENSION THEREOF N89°31'56"E, 1314.15 FEET; THENCE N00°23'02"W, 3.98 FEET TO THE AFORESAID SOUTHERLY RIGHT OF WAY LINE AND TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 567.62 FEET, A CENTRAL ANGLE OF 10°54'08", A CHORD BEARING OF S80°02'11"E AND A CORD DISTANCE OF 107.84 FEET; THENCE ALONG THE AFORESAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE 108.01 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE S85°29'15"E, 356.07 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N89°16'03"E, 313.13 FEET TO THE WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE 4 (STATE ROAD 400) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP. SECTION 79110, FINANCIAL PROJECT 242655-1; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE ALONG SAID WESTERLY RIGHT OF WAY LINE S15°45'16"W, 2426.29 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF GOVERNMENT LOT 7, SAID SECTION 6; THENCE DEPARTING SAID WESTERLY LIMITED ACCESS RIGHT OF WAY LINE ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF GOVERNMENT LOT 7 AND GOVERNMENT LOT 6, N89°30'43"W, 802.91 FEET TO THE SOUTHEAST CORNER OF LOT 19, YOURLANDO FARMS AND GROVES, ACCORDING TO THE MAP OF PLAT RECORDED IN MAP BOOK 10, PAGES 227-228, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N89°50'02"W, ALONG THE SOUTH LINE OF SAID LOTS 19 AND 20, A DISTANCE OF 617.62 FEET TO THE SOUTHWEST CORNER OF SAID LOT 20, ALSO BEING THE NORTHEAST CORNER OF LOT 27 OF SAID PLAT; THENCE S00°14'30"E ALONG EAST LINE OF LOT 27, A DISTANCE OF 250.12 FEET; THENCE DEPARTING SAID EASTERLY LINE S35°50'39"W, 354.19 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 472, AS SHOWN ON SAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 79110; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE N54°12'54"W, 1481.04 FEET TO THE EASTERLY RIGHT OF WAY LINE OF DR. MARTIN LUTHER KING, JR BELTWAY AS SHOWN ON VOLUSIA COUNTY RIGHT OF WAY MAP, PROJECT 1113-3; THENCE DEPART SAID NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 472 ALONG SAID EASTERLY RIGHT OF WAY LINE OF DR. MARTIN LUTHER KING, JR BELTWAY N00°27'19"W, 703.97 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 98.09 FEET, A CENTRAL ANGLE OF 45°56'03"; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE 78.64 FEET; THENCE CONTINUE

ALONG SAID EASTERLY RIGHT OF WAY LINE N45°28'45"E, 26.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 5629.58 FEET, A CENTRAL ANGLE OF 02°41'26", A CHORD BEARING OF N04°10'14"E AND A CHORD DISTANCE OF 264.32 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE 264.35 FEET; THENCE DEPART SAID EASTERLY RIGHT OF WAY LINE N89°31'31"E, 361.54 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1440.00 FEET, A CENTRAL ANGLE OF 12°42'11", A CHORD BEARING OF S84°07'35"E AND A CHORD DISTANCE OF 318.61 FEET; THENCE CONTINUE ALONG THE ARC OF SAID CURVE 319.26 FEET; THENCE N12°13'31"E, 80.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1519.95 FEET, A CENTRAL ANGLE OF 03°39'55", A CHORD BEARING OF S75°56'11"E AND A CHORD DISTANCE OF 97.21 FEET; THENCE ALONG THE ARC OF SAID CURVE 97.23 FEET; THENCE S74°06'12"E, 169.11 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1000.00 FEET AND A CENTRAL ANGLE OF 15°36'56"; THENCE ALONG THE ARC OF SAID CURVE 272.54 FEET TO THE SOUTH LINE OF GOVERNMENT LOT 4, SAID SECTION 6; THENCE ALONG SAID SOUTH LINE S89°43'08"E, 118.51 FEET TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 4; THENCE ALONG THE EASTERLY LINE OF SAID GOVERNMENT LOT 4, N00°10'37"W, 1028.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 6263726 SQ. FT., OR 143.795 ACRES MORE OR LESS.



**PLANNING DIVISION STAFF REPORT
TO
THE CITY OF DELAND PLANNING BOARD**

November 12, 2025

A. APPLICATION NO.: Z25-170 (DeLand Tech Park 2nd Amendment)
APPLICANT: Mr. Mark Watts, Cobb & Cole, P.A.
OWNER: Longleaf Four, LLC
STAFF PLANNER: Kendall Story, Senior Planner
REQUEST: Request for a 2nd amendment to the DeLand Tech Park PD to add one additional use

B. APPLICABLE REGULATIONS:

Article IV

OVERLAY AND FLOATING ZONES

Sec. 33-32 – Planned Development District.

Article XII

ADMINISTRATION AND ENFORCEMENT

Sec. 33-135 – Procedure for text amendments & rezoning.

C. SITE FACTORS:

PARCEL NUMBER: 810604000170+

LOCATION: North of SR 472 and east of Dr. Martin Luther King Jr. Blvd.

SIZE OF PROPERTY: ±143.8 acres

D. LAND USE DESIGNATION & ZONING OF SUBJECT PROPERTY:

Future Land Use: Southwest Activity Center West Central District (SWAC WSD),
Southwest Activity Center Commerce (SWAC COM)

Existing Zoning: DeLand Tech Park Planned Development (PD)

Existing Use: Mostly Vacant/Undeveloped

E. SURROUNDING LAND USE & ZONING:

	LAND USE	ZONING
North:	VC: Urban Low Intensity (ULI); SWAC COM	Kirkland DeLand PD (Canopy Terrace); R-4
South:	Orange City	Orange City
East:	VC: ULI	VC: Rural Residential (RR)
West:	VC: SWAC Community, VC: Unincorporated	VC: Unincorporated

F. BACKGROUND: The ± 143.8 acre subject property is known as the DeLand Tech Park PD, which was originally approved on October 3, 2022, within in the Southwest Activity Center. The purpose of this amendment is to modify the existing PD to add one additional use to the list of commercial uses permitted within the development. Currently, the Tech Park PD agreement allows for a variety of commercial and industrial uses, including packaged sales of beer and/or wine, sold for off-site consumption, as well as restaurants serving beer, wine and liquor, for on-site consumption. This amendment clarifies that in

addition to restaurant sales, packaged beer, wine and liquor, such as those offered by a liquor/package store or similar retail establishment, would be allowed within the PD as well, with the proper state licenses. The Department of Business and Professional Regulation (DBPR) is the state agency that regulates licenses for all alcohol sales. A retailer is required to obtain a license through the DBPR prior to selling alcohol.

As described in the original Planned Development, the applicant intends to develop the eastern side of the subject property as industrial space and the western side as commercial/neighborhood retail. Lying within the Southwest Activity Center (SWAC), development shall comply with the policies identified within the Local Plan as “Commerce” and “West Central District”.

None of the development standards from the original DeLand Tech Park PD agreement are being changed and the developer will need to follow the requirements that were previously outlined in the original agreement. Additionally, any establishment that intends on selling alcohol will be required to obtain a license from the DBPR, as described above.

Section 33-135 of the Land Development Regulations provides the following criteria, which the City Commission shall utilize in reviewing any rezoning request:

1. Is the proposed rezoning consistent with the Comprehensive Land Use Plan, the land use, zoning pattern and character of the surrounding area?

The proposed zoning classification of Planned Development (PD) is consistent with the Comprehensive Land Use Plan and the existing Commerce/West Central District future land use designations.

2. Will the proposed rezoning have an impact upon the environment or natural resources?

The second amendment will not have an affect upon the environment, as none of the development standards are being changed.

3. Will the proposed rezoning have an impact upon the economy of the affected area?

The proposed amendment would allow for packaged liquor stores, which would allow for individual liquor stores as well as wholesale retail stores such as grocery stores. If a grocer were to locate to the subject property, that could be a positive effect, as the nearest supermarket is more than 3 miles away.

4. Will the proposed rezoning have an impact upon governmental services?

Governmental services such as potable water, sewer, code enforcement, police and fire are available for the subject property. At this time, a preliminary plat for the infrastructure improvements has been submitted and is under review.

5. Are there changes in the circumstances or conditions affecting the area since the original assignment of zoning that will support the proposed zoning?

There have not been any significant changes in the area surrounding DeLand Tech Park since its original approval in 2022. The area continues to develop a variety of residential housing and anticipates the future development of DeLand Tech Park which will provide both commercial and industrial uses and local employment opportunities.

6. Was there a mistake in the original classification?

There were no mistakes in the original classification.

7. Will the proposed rezoning have any effect upon the use or value of the affected area?

The current PD agreement allows for a variety of commercial and industrial uses which could have a positive impact by providing jobs, retail and restaurants to the area. Existing and future development will benefit from having access to these services.

Additionally, the development will provide a road connecting the north end of the development to the south end, lessening congestion on nearby thoroughfares.

8. Will the proposed rezoning have an impact upon public health, safety and welfare?

There is no indication at this time that the new proposal will create additional impacts upon public health, safety or welfare, as the development will provide local retail options and greater connectivity with the additional roadway that will be part of the DeLand Tech Park development.

G. Next Steps: The request for a rezoning will go before the City Commission on December 15, 2025, for first reading, with the second reading date to be likely in January.

H. STAFF RECOMMENDATION: Staff recommends that the Planning Board forward the application to the City Commission with a recommendation of approval.

Scott W. Cichon
Robert A. Merrell III
John P. Ferguson
Mark A. Watts
Heather Bond Vargas
Michael J. Woods
Raymond L. Schumann
Kathleen L. Crotty
Michael O. Sznapstajler
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Larry D. Marsh

William M. Cobb (1881-1939)
Thomas T. Cobb (1916-2004)
W. Warren Cole, Jr. (1926-2008)

September 22, 2025

Carol Kuhn, AICP
Planning Director
City of DeLand
120 S. Florida Avenue
DeLand, FL 32720

Re: DeLand Tech Park PD Agreement, Second Amendment

Dear Carol:

As you are aware, this firm has the pleasure of representing the applicant, Longleaf Four, LLC (owner/developer) with their Planned Development application for the above-referenced development project. As part of their online submittal, below is the narrative as to the Second Amendment to the DeLand Tech Park Development Agreement (the "PD"), originally approved on October 3, 2022.

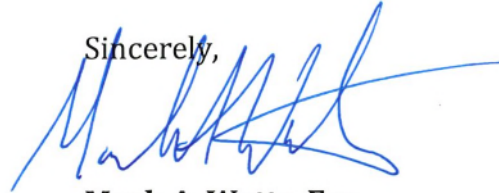
The purpose of this amendment is to modify the existing PD for the subject property to expand the list of commercial uses permitted within the development. In particular, the amendment clarifies that package sales of alcoholic beverages, such as those offered by a liquor/package store or similar retail establishment, are authorized on the property.

This targeted change is intended to reflect the type of retail activity that is compatible with the commercial character of the development. Allowing liquor/package store sales will increase flexibility for potential tenants while remaining subject to all applicable state and local licensing requirements.

The amendment does not alter the previously approved development agreement, intensity, or design standards. It represents a limited modification that ensures the PD continues to support viable commercial activity consistent with the City's land development regulations and Comprehensive Plan.

If you have any questions, please do not hesitate to contact me.

Sincerely,

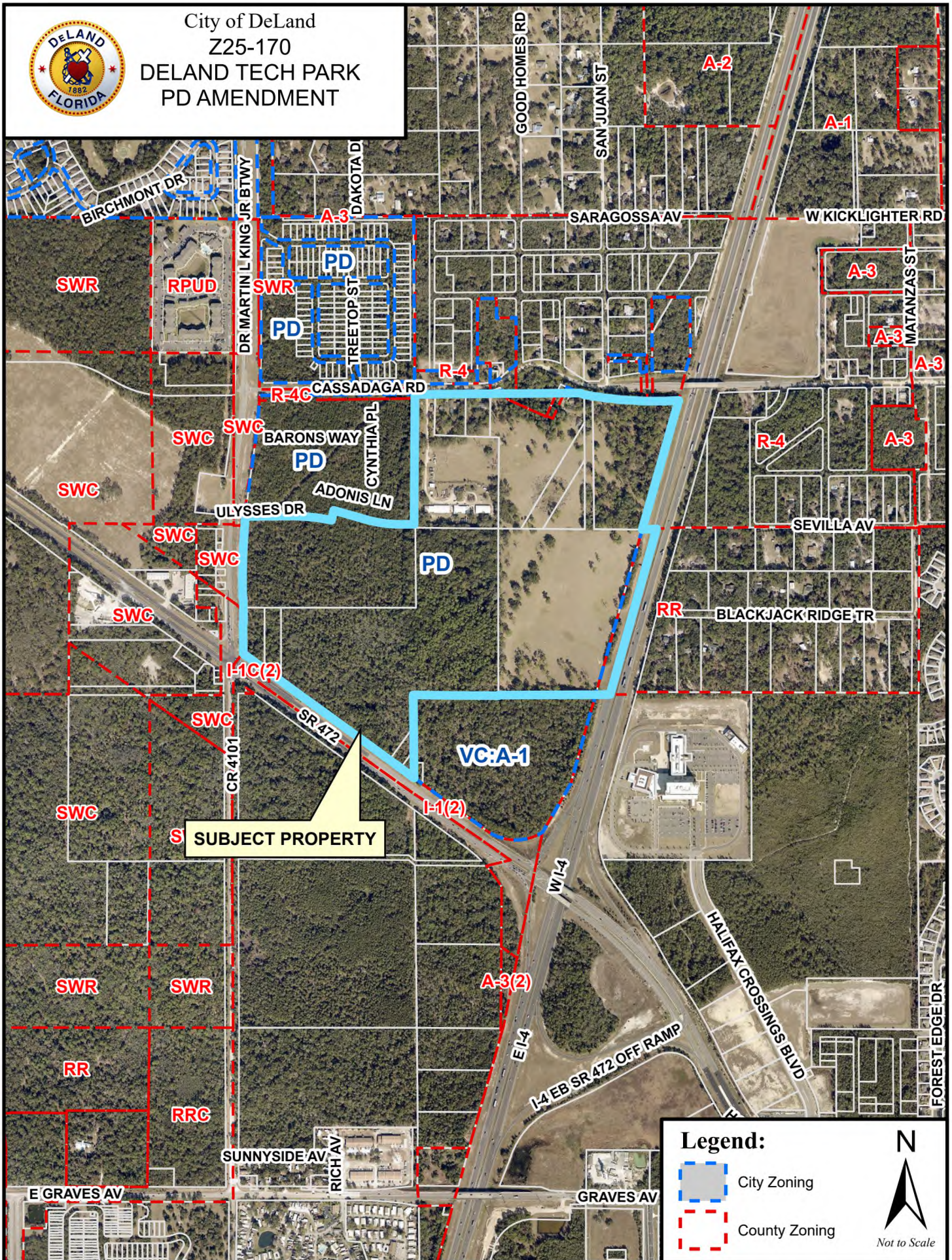
A handwritten signature in blue ink, appearing to read 'Mark A. Watts', with a long horizontal flourish extending to the right.

Mark A. Watts, Esq.
Mark.Watts@cobbcole.com

MAW/khw



City of DeLand
Z25-170
DELAND TECH PARK
PD AMENDMENT





CITY OF DELAND
Request for Commission Action
December 15, 2025

SUBJECT: First Reading of Ordinance Amending Chapter 33, Land Development Regulations Related To Subdivision Plat Approval.

DEPARTMENT: Planning

PREPARED BY: Christopher Carson, Senior Planner

ATTACHMENTS: Ordinance, SB784

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

SUMMARY/HIGHLIGHT:

On June 20, 2025, Senate Bill 784 was signed into law with an effective date of July 1, 2025. The law prohibits local governments from submitting subdivision plats and replats which are made for recording (i.e. final plats) to their governing bodies for review. The law does allow the City to submit preliminary plats to its Planning Board and City Commission for review. The law also requires municipalities to designate an administrative authority to receive, review, and process plat and replat submittals, and an administrative official responsible for approving, approving with conditions, or denying proposed plats and replats. In response to SB 784, staff in conjunction with the City Attorney are proposing to designate the City's Planning Department as the administrative authority to receive, review, and process plat and replat submittals, and the Planning Director as the administrative official to approve, approve with condition or deny proposed plats and replats for recording. SB 784 does allow preliminary plats to go before Planning Board and City Commission for review and since preliminary plats do not involve policy considerations and are primarily a technical review, staff is proposing that preliminary plats and construction plans go before Planning Board for final consideration. Other proposed changes are to simplify the process by eliminating the requirement of a sketch plan and clearly outlining required items for preliminary plats, construction plans, and final plats.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principles

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There is no fiscal impact to the City by adoption of this Ordinance. The proposed revisions to the final plat process will comply with Senate Bill 784.

RECOMMENDATION:

Staff recommends approval of First Reading of this ordinance related to platting.

BACKGROUND/DISCUSSION:

On June 20, 2025, Senate Bill 784 was signed into law with an effective date of July 1, 2025. This law includes

several peremptions relating to subdivision platting. Adoption of the Ordinance will streamline the City's platting process and conform with State Statutes.

ORDINANCE NO. 2025 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF DELAND BY AMENDING CHAPTER 33 “LAND DEVELOPMENT REGULATIONS” TO PROVIDE FOR THE ADMINISTRATIVE PROCESSING AND APPROVAL OF PLATS IN ACCORDANCE WITH CHAPTER 2025-164, LAWS OF FLORIDA; AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature has, through Chapter 2025-164, Laws of Florida, which amended the provisions of Chapter 177 of the Florida Statutes relating to the subdivision plat approval process, mandated that the governing bodies of counties and municipalities administratively approve all plat applications submitted after July 1, 2025; and.

WHEREAS, the new law requires cities and counties to designate an “administrative authority” to receive, review, and process plat and replat submittals, and the City of DeLand desires to designate the City’s Planning Department as the administrative authority to receive, review, and process plat and replat submittals; and

WHEREAS, the new law also requires that cities and counties designate an administrative official responsible for approving, approving with conditions, or denying proposed plats and replats, which necessarily requires the signature of the designated administrative official on any approved plat or replat or on any order approving with conditions or denying a plat and the City of DeLand desires to designate the City Planning Director as the administrative official for this purpose; and

WHEREAS, the City of DeLand must rescind and or revise those portions of the City’s Code of Ordinances which require review and approval of final plats by the City Commission, which is the City’s governing body and rescind those other portions of Code of Ordinances which are inconsistent with either the new law or the plat review and approval process set forth herein; and

WHEREAS, the new law prohibits cities and counties from submitting subdivision plats and replats which are made for recording (i.e. final plats) to their governing bodies but the new law does allow the City to submit preliminary plats to its Planning Board and City Commission for review; and

WHEREAS, in addition to the statutorily required changes to the City’s Code of Ordinances relating to the approval of final plats, the City also desires to amend its Code of Ordinances to limit the review of preliminary plats and associated construction documents to review by the City’s Planning Board given that plat reviews do not involve policy considerations and the Planning Board is in a position to engage in a more technical public review of preliminary plats and their related construction documents; and

WHEREAS, adoption of this Ordinance has been determined to be in the best interest to the citizens of the City of DeLand.

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 recitals (whereas clauses) set forth herein as the legislative findings and intent of the City Commission.

Section 2. Revision to Code. Section 33-146 of Chapter 33 “Land Development Regulations” of the Code of Ordinances of the City of DeLand is hereby amended by adding the underlined and removing the ~~strikethrough~~, as follows:

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

33-146.01. *Generally.* The following procedures for securing subdivision plat approval shall be followed in submitting, reviewing, and acting upon all subdivision plats within the city limits of DeLand, Florida.

33-146.02. ~~*Reserved. Subdivision sketch plan.*~~ As the first step in the plat review procedure, ~~the subdivider shall submit a sketch plan.~~

- ~~(a) *Application procedure.* The subdivider shall submit a sketch plan of the proposed subdivision to the planning department. The fee for sketch plan review shall be set by resolution of the city commission.~~
- ~~(b) *Required exhibits.* The sketch plan shall be drawn at an approximate scale of 200 feet to one inch or at such other scale as the city engineer may direct and shall show:~~
 - 1. ~~Total acreage in the tract to be subdivided.~~
 - 2. ~~Tentative street and lot arrangement.~~
 - 3. ~~Approximate rights of way, measurements, and lot lines.~~
 - 4. ~~Wooded areas, including the location of any specimen or historic trees as defined in section 33-57.03, and existing and proposed uses of land throughout the subdivision.~~
 - 5. ~~Proposed waterways.~~
 - 6. ~~Zoning classification of the tract.~~
- ~~(c) *Determination of completeness.* Within five days of receipt of a subdivision sketch plan, the department shall:~~
 - 1. ~~Determine that the submittals are incomplete and inform the developer in writing as to the deficiencies. The developer may cure the deficiencies within five days and have the subdivision sketch plan remain in the current review cycle. Thereafter, the developer may cure the deficiencies within six months without payment of a reapplication fee, but, if more than six months has elapsed, must thereafter reinitiate the application and pay an additional fee; or~~

2. ~~Determine that the submittals are complete and proceed with the following procedures.~~
- ~~(d) *Review by technical review committee.* The subdivision sketch plan shall be reviewed by the technical review committee within 25 days of submittal of an application. The applicant will be notified of the date and location of the technical review committee review. Each technical review committee member shall submit written comments prior to the meeting of the technical review committee.~~
 - ~~(e) *Report of planning director.* Within ten working days after the committee meets to consider the plan and comments, the planning director shall issue a written report setting forth the recommendations of the technical review committee. The subdivision sketch plan shall then be placed on a planning board agenda for a planning board meeting which is within 30 days following issuance of a recommendation by the TRC.~~
 - ~~(f) *Planning board review.* At the time the sketch plan is reviewed by the planning board, the subdivider or his representative shall discuss plans, which he may have for development of the proposed subdivision. After the sketch plan has been reviewed and the subdivider has agreed to meet the requirements of this chapter, the subdivider shall prepare the preliminary plat.~~
 - ~~(g) *Expiration.* The sketch plat, after being reviewed by the planning board, shall be valid for one year. A new sketch plat will have to be submitted to the planning board for review.~~

33-146.03. *Preliminary plat.* ~~As the second step in the plat~~ In order to commence the subdivision review procedure, the subdivider (who may also be referred to herein as the applicant) shall submit a preliminary plat.

- ~~(a) *Application procedure.* The subdivider~~applicant shall submit electronically [a copy or copies]~~of the preliminary plat and any required exhibits to the planning department. The number of copies to be submitted will be determined by the planning department to ensure the city receives a sufficient amount for all reviewers. At the time of submission of the preliminary plat, the subdivider~~ applicant shall pay the application fee to the city~~a fee for purposes of administration. This fee shall be set by resolution of the city commission.~~

At the time of submission of the preliminary plat, the applicant shall pay to the DeLand Planning Department a fee as set by resolution of the city commission for the purpose of administration and review of the preliminary plat and inspection of site improvements.

- ~~(b) *Required exhibits.* The preliminary plat shall be prepared by a currently registered surveyor, or engineer at a scale of 100 feet to one inch or such other scale as approved by the city engineer. The city engineer shall also approve sheet size and title block. The following information in subsections (b)1, 2 and 3 below shall be shown on the preliminary plat or on sheets attached thereto and a separate set of construction plans prepared by a Florida licensed professional engineer as set forth in subsection (b)4 below shall also be provided at the time of application:~~

- 1. *General information.*

- a. Name of subdivision, owner, and Florida licensed surveyor or engineer.
- b. Date of survey and plat preparation, north point, and graphic scale.
- c. Surveyor's certificate of accuracy.
- d. Total acreage in tract, acreage in public or other land usage, total number of lots, linear feet in streets.
- e. Names and locations of adjoining subdivisions and streets.
- f. Existing zoning classification of the tract.
- g. A vicinity map drawn to a scale of 400 feet to one inch. A smaller scale is permissible if approved by the city engineer.
- h. Other supplemented materials or any deed restrictions and/or protective covenants proposed for the subdivision and any other information considered by either the subdivider, the technical review committee or city engineer to be pertinent to the review of the preliminary plat.
- i. All information required by Section 177.091, Florida Statutes.

2. *Existing site data.*

- a. City limit lines, property lines, rights-of-way, easements (include public record recording information), streets, railroads, utility transmission lines, storm sewers, ditches and culverts, sanitary sewers, water mains, bridges, buildings and bulkheads.
- b. Boundaries of the tract to be subdivided with all bearings and distances indicated.
- c. Wooded areas, marshes, watercourses, ponds, and other similar conditions affecting the site.
- d. Topography of the site at a contour interval of two feet.
- e. Soil tests as may be required by the city engineer.
- f. Tree survey.
- g. Name and location of any adjoining subdivisions/plats (include public record recording information).
- h. Streets with ROW width and centerline information.

3. *Proposed site data.*

- a. Street rights-of-way, pavement widths, grades and street names. Include dimensions. ~~(Street profiles and cross sections shall be provided, when required by the city engineer.)~~
- b. Other rights-of-way or easements, including location, dimensions, and purposes.
- c. ~~Plans for sanitary sewers, storm sewers, water lines, or proposals for developing new water supply, storm drainage, and sewage disposal systems.~~

~~(Storm and sanitary sewer profiles and cross sections shall be provided, when required by the city engineer.)~~

- ~~dc.~~ Contour changes or any created water bodies or changed watercourses.
- ~~ed.~~ Bulkheads and bridges, if any.
- ~~fe.~~ Lot lines, lot dimensions, lot and block numbers, ~~and~~ building setback lines along street rights-of-way, and landscape buffers.
- ~~gf.~~ Parks, school sites, and other public areas, if any.
- ~~hg.~~ Areas to be used for purposes other than residential and public, if any, and with the purpose, location and dimensions of each indicated.
- ~~ih.~~ Driveway descriptions (i.e., size, locations, length, etc.).
- ~~ji.~~ On-street parking locations, number of spaces and dimensions.
- ~~kj.~~ Amenities, including entrance features, clubhouse.
- ~~lk.~~ Group mailbox location(s).
- ~~ml.~~ Tree protection, landscaping buffers and open space.
- ~~nm.~~ Finished floor elevation per lot.
- n. Lot table showing all lots and the dimensions of all lots.
- o. Tract table, including tract name, size, purpose, ownership, and maintenance.

4. Other reports and studies.

- a. Endangered Species Report for all projects over 5 acres.
- b. Certification of Title.
- c. For residential projects, verification of submittal of Volusia County School Board "School Planning and Concurrency Application".
- d. Soils tests/reports.
- e. Tree survey.
- f. Traffic Impact Analysis.
- g. Drainage Report.
- h. Overall utility plan.

5. Construction plans.

- a. Plans for streets, rights-of-way, sidewalks and all related infrastructure. Street profiles and cross sections shall be provided.
- b. Plans for sanitary sewers, storm sewers, potable water lines, and reclaimed water lines, if required. Storm and sanitary sewer profiles and cross sections shall be provided.

- (c) *Determination of completeness.* Within ~~five~~ seven (7) days of receipt of a preliminary plat, the ~~department~~ City's Planning Director shall:
1. Determine that the submittals are incomplete and inform the developer in writing as to the deficiencies. ~~The developer may cure the deficiencies within five days and have the preliminary plat remain in the current review cycle. Thereafter, the developer may cure the deficiencies within six months without payment of a reapplication fee, but, if more than six months has elapsed, must thereafter reinitiate the application and pay an additional fee; or,~~
 2. Determine that the submittals are complete and proceed with the following procedures.
- (d) *Review by technical review committee.* The preliminary plat shall be reviewed by the members of the technical review committee who shall issue written comments regarding any required revisions to the preliminary plat and construction plans within 25- thirty (30) days from the date upon which the application was deemed to be complete of submittal of an application. The written comments shall be provided to the applicant. If all review comments stated that no revisions were required, the application shall be set for review at the next meeting of the technical review committee which is at least fifteen (15) days after issuance of all review comments. If revisions are required, the applicant shall have forty-five (45) days from receipt of all review comments to submit revised application documents. Upon submission of the revised application documents, the application shall be set for review at the next meeting of the technical review committee which is at least twenty (20) days after receipt of the revised application documents. The applicant will be notified of the date and location of the technical review committee meeting to review the application. The technical review committee shall recommend approval, approval with conditions, or denial of the application. The applicant may request a continuance of the application review, subject to waiving the time requirements of Section 166.033, Florida Statutes. If the review is continued by the Technical Review Committee, the applicant shall have forty-five (45) days thereafter to submit revised application documents for a final review meeting of the technical review committee, which shall be set for review at the next meeting of the technical review committee which is at least twenty (20) days after receipt of the revised application documents. At the final review meeting, the technical review committee shall recommend approval, approval with conditions or denial the application. The planning director may issue one (1) extension not exceeding thirty (30) days of the re-submittal deadlines set forth herein. Failure to submit revised application documents within the timeframes set forth herein shall be deemed to be a withdrawal of the application and further review shall only be undertaken pursuant to a new application. Each technical review committee member shall submit written comments prior to the meeting of the technical review committee.
- (e) *Report of planning director.* Within ~~ten~~ five (5) working days after the technical review committee holds its final review meeting~~meets to consider the plan and comments~~, the planning director shall issue a written report setting forth the recommendations of the technical review committee. The preliminary plat shall then be placed on a planning board agenda for a planning board meeting which is within 30 days following issuance of ~~a recommendation by the TRC~~ the planning director's report.

(f) *Planning board.*

1. Upon completion of the preliminary plat review by the technical review committee, the planning board shall ~~recommend that the city commission~~ consider the preliminary plat and either approve, approve conditionally with conditions, or disapprove the preliminary plat. The planning board may continue the review of the preliminary plat for good cause.
 - a. In case of an ~~recommendation for conditional approval with conditions~~, the conditions to be met shall be specified in writing and reference shall be made to the specific sections of this chapter, with which the preliminary plat does not comply.
 - b. When a ~~recommendation is made that a preliminary plat be disapproved~~ is denied, the planning board shall specify the reasons for such ~~recommendation~~ denial in writing.
 - c. ~~After action by the planning board, the planning director shall schedule the application for a city commission meeting which is within 25 days of the said action by the planning board and shall notify the applicant of the commission meeting. A copy of any written report on the application submitted to the city commission by the planning director shall be made available to the applicant. If applicant requests a delay in the transmittal of the preliminary plat to the city commission in writing, the delay may only be for six months. After the six-month delay, if the applicant has not submitted revised plans or has not requested an extension of up to an additional six months, the application will be deemed withdrawn and a new application for a preliminary plat will have to be submitted.~~
2. Report of planning director. Within five (5) days after the planning board renders its decision, the planning director shall issue a written report setting forth the decision of the planning board. The date of the planning director's letter shall be the date of the final action on the preliminary plat.

~~(g) City commission action.~~

- ~~1. The preliminary plat shall be approved, disapproved or tabled for cause by the city commission.~~
- ~~2. The signature of the mayor shall indicate approval of the preliminary plat.~~
- ~~3. If the preliminary plat is disapproved by the city commission, the reasons for disapproval shall be specified in writing and reference shall be made to the specified sections of this chapter with which the preliminary plat does not apply. The subdivider may make recommended changes and resubmit the preliminary plat for approval by the city commission.~~

~~(h)~~ *Approval of preliminary plat.*

1. Upon approval of the preliminary plat by the ~~city~~ planning board, the subdivider may proceed with the preparation of the final plat, and the installation of or arrangement for required improvements in accordance with the preliminary plat as approved and the requirements of this chapter.

2. Approval of the preliminary plat shall not be construed as authority for filing of the plat with the Clerk of Circuit Court of Volusia County, nor as authority for the sale of lots in reference thereto. Approval of the preliminary plat shall, however, authorize the subdivider at his own risk prior to approval of the final plat to:
 - a. Perform required improvements; subject to the requirements of section 33-147.02(b); or
 - b. Post a surety bond for required infrastructure improvements, as approved by the city attorney; or
 - c. Place a certified check or cash in escrow account as specified in section 33-147.03 to cover the cost of the required infrastructure improvements.
 - d. Provide an acceptable escrow agreement, with an FDIC-insured financial institution, in form and content subject to the approval of the city attorney.
3. Complete the appropriate form indicating which mechanism, identified in section 33-146(e)2. will be utilized to construct the required infrastructure. No clearing of trees on any lots or proposed building lots shall commence until a valid Tree Removal Permit has been issued for that specific lot.

33-146.04. *Final plat.* ~~As the third step in the plat action procedure~~ Following approval of the preliminary plat, the subdivider applicant shall submit a final plat. Submission of a final plat shall be required of every subdivisionsubdivider and lots shall not be sold nor any street accepted and maintained by the city, ~~nor shall any permit be issued by the chief building official for the construction of any building within such subdivision unless and until the final plat has been approved by the planning board and the city commission planning director, and duly recorded by the Clerk of the Circuit Court, Volusia County, Florida. Before submitting the final plat for review by the city commission, the applicantsubdivider shall have met all the requirements of sections 33-147 and 33-148 of this article.~~

(a) *Application procedure.*

1. The applicantsubdivider shall submit as the final plat only that portion of the approved preliminary plat which the applicantsubdivider proposes to record ~~and develop at this time~~; such portion shall conform to all requirements of this chapter.
2. The applicantsubdivider shall submit the final plat to the city together with title information meeting the requirements of Section 177.041(2), Florida Statutes ~~at least 15 days prior to the city commission meeting at which time the final plat is intended to be scheduled on the city commission's agenda. The applicant shall submit electronically a copy of the final plat and any required exhibits to the planning department. The number of copies to be submitted will be determined by the planning department to ensure the city receives a sufficient amount for all reviewers.~~ An additional copy of the final plat shall be drawn or printed on mylar or other similar durable material for recording by the Volusia County Clerk of the Circuit Court and the City of DeLand upon notification that no further revisions are required for approval of the final plat.
3. At the time of submission of the final plat, the applicantsubdivider shall pay to the DeLand Planning DepartmentCity Clerk a fee ~~as estimated by the city engineer and~~

set by resolution of the city commission; ~~however, in no event shall said fee be less than \$500.00. The fee is for the purpose of administration and review of the final plat inspection of site improvements.~~

4. Failure to apply for final plat approval within two years of preliminary plat approval shall result in the revocation of the preliminary plat approval. A time extension may be granted ~~if~~by the planning board ~~recommends it and approved by the city commission.~~
- (b) *Required exhibits.* The final plat shall be prepared by a currently registered surveyor or engineer at a scale of either 100 feet to one inch or such other scale as approved by the city engineer. The following information shall be shown on the final plat or on sheets attached thereto:
1. *General information.*
 - a. Name of subdivision, owner and surveyor or engineer.
 - b. Date of survey and plat preparation, north point and graphic scale.
 - c. Names and locations of adjoining subdivisions and streets.
 - d. Deed restrictions or protective covenants for the subdivision, if any.
 2. *Survey data.*
 - a. Exact boundaries of the tract to be subdivided.
 - b. Accurate location and description of all monuments, markers, and control points.
 - c. Sufficient engineering data to determine readily and reproduce on the ground every straight or curved boundary line, street line, lot line, right-of-way line, easement line, and setback line, including linear dimensions, bearings or deflection angles, radii, arcs, chords, and central angles. (All dimensions shall be measured to the nearest one-tenth of a foot and all angles to the nearest minute.)
 - d. Tract table identifying all tracts within the plat which identifies the entity or entities which will own (or be dedicated) and maintain each tract.
 3. *Site data.*
 - a. All rights-of-way, easements, and areas to be dedicated to public use with the purpose of each stated.
 - b. Areas to be used for purposes other than residential and public, if any, with the purpose, location and dimensions of each indicated.
 - c. Lot and block numbers and street names.
 - d. ~~Such cross sections and profiles of streets as may be required by the city engineer.~~
 - e. ~~Such engineering plans and drawings for water, sanitary sewers, and storm sewer systems, showing sizes, cross section and profiles as required by the city engineer.~~

f. ~~Such engineering plans and drawings of bulkheads, bridges, and sidewalks, if any, showing cross sections and profiles as required by the city commission.~~

4. *Signed certificates.* The following certificates shall also appear on each copy of the final plat, ~~which is submitted, to the city commission. Certificates (1), (2), and (3) shall be properly signed before the final plat is submitted to the city commission. Certificate (4) shall be properly signed after the city commission approves the final plat.~~

Number (1): Certificate of Ownership and Dedication.

I hereby certify that I am the owner of the property shown and described hereon and that I hereby adopt this plan of subdivision with my free consent, establish minimum setback lines and dedicate all streets, alleys, walks, parks, and other sites and easements to public or private use as noted. Furthermore, I dedicate any and all storm sewer, sanitary sewer and water lines to the City of DeLand, Florida, as noted.

Date	Owner(s)
------	----------

Number (2): Certificate of Surveyor

Know all men by these presents, that the undersigned being a licensed and registered land surveyor, does hereby certify that on _____ he completed the surveying of the lands as shown in the accompanying plat, that said plat is a correct representation of the lands therein described and platted; that permanent reference monuments have been placed as shown thereon and complies with the requirements of Chapter 177, Florida Statutes; and that said land is located in Volusia County, Florida.

Dated:	
By:	
L.S. #	

Number (3): 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 and all applicable regulations in the _____ 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

Number (4): Certificate of Approval by the city ~~commission~~ planning director.

The DeLand City ~~Commission~~ Planning Director hereby approveds the Final Plat for the _____ Subdivision.

Date	Mayor <u>Planning Director</u> , DeLand (Seal)

(c) ~~City commission action~~Review of final plat.

1. ~~The city commission shall approve, disapprove or table for cause within 45 days of the date such plat was submitted to the city. Failure of the city commission to act within 45 days shall constitute final plat approval. The city's planning department is the administrative authority designated with the responsibility to manage the review of final plats. Within seven (7) days of application submittal, the planning director shall provide written notice to the applicant acknowledging receipt of the plat submittal and identifying any missing documents or information necessary to process the plat submittal for compliance with Section 177.091, Florida Statutes and this article. The written notice shall also provide information regarding the plat approval process, including requirements regarding the completeness of the process and applicable timeframes for reviewing, approving, and otherwise processing the application.~~
The city commission shall approve, disapprove or table for cause within 45 days of the date such plat was submitted to the city. Failure of the city commission to act within 45 days shall constitute final plat approval. The city's planning department is the administrative authority designated with the responsibility to manage the review of final plats. Within seven (7) days of application submittal, the planning director shall provide written notice to the applicant acknowledging receipt of the plat submittal and identifying any missing documents or information necessary to process the plat submittal for compliance with Section 177.091, Florida Statutes and this article. The written notice shall also provide information regarding the plat approval process, including requirements regarding the completeness of the process and applicable timeframes for reviewing, approving, and otherwise processing the application.
2. ~~Before acting on the final plat, the city commission shall receive a written summary report from the city engineer certifying compliance with or noting deviations from the approved preliminary plat and the requirements of these regulations. Once a complete plat application has been submitted, the application shall be reviewed by the technical review committee staff to identify any errors. If any errors are determined at that phase, the review comments will be provided to the applicant who shall be entitled to submit revised documents within forty-five (45) days of receipt of the review documents. If no errors are identified, or upon timely receipt of revised documents, the revised documents shall be set for review at the next meeting of the technical review committee which is at least fifteen (15) days after submission of the revised documents. The technical review committee shall recommend to the planning director approval, approval with conditions or denial of the application.~~
Before acting on the final plat, the city commission shall receive a written summary report from the city engineer certifying compliance with or noting deviations from the approved preliminary plat and the requirements of these regulations. Once a complete plat application has been submitted, the application shall be reviewed by the technical review committee staff to identify any errors. If any errors are determined at that phase, the review comments will be provided to the applicant who shall be entitled to submit revised documents within forty-five (45) days of receipt of the review documents. If no errors are identified, or upon timely receipt of revised documents, the revised documents shall be set for review at the next meeting of the technical review committee which is at least fifteen (15) days after submission of the revised documents. The technical review committee shall recommend to the planning director approval, approval with conditions or denial of the application.
3. ~~During its review, the city commission may appoint an engineer or surveyor to check the accuracy of the final plat. If substantial errors are found, the costs to resurvey will be charged to the subdivider. Within ten (10) days of the recommendation by the technical review committee, the planning director shall either deny the application or forward the plat and supporting submittal documents to the city engineer, city review surveyor and city attorney for their review. If the planning director denies the application at this point, the planning director shall notify the applicant in writing of the reasons for declining to approve the application. The written notice must identify all areas of noncompliance and include specific citations to each requirement the plat or replat submittal fails to meet. The city engineer, city review surveyor and city attorney shall each issue review comments within thirty (30) days of receipt of the submittal documents. The~~
During its review, the city commission may appoint an engineer or surveyor to check the accuracy of the final plat. If substantial errors are found, the costs to resurvey will be charged to the subdivider. Within ten (10) days of the recommendation by the technical review committee, the planning director shall either deny the application or forward the plat and supporting submittal documents to the city engineer, city review surveyor and city attorney for their review. If the planning director denies the application at this point, the planning director shall notify the applicant in writing of the reasons for declining to approve the application. The written notice must identify all areas of noncompliance and include specific citations to each requirement the plat or replat submittal fails to meet. The city engineer, city review surveyor and city attorney shall each issue review comments within thirty (30) days of receipt of the submittal documents. The

applicant shall have forty-five (45) days from receipt of all review comments to submit a revised plat and/or any other required documents. The process set forth in this subsection (c)3 may repeat itself up to two (2) additional times if these reviewers determine that additional revisions are required. Upon the written recommendation for approval by the city engineer, city review surveyor and city attorney, or upon the third review of the application by the city engineer, city review surveyor or city attorney continuing to identify errors or required revisions, the application shall be forwarded to the city planning director, who, as the head of the designated administrative authority, is designated as the city's administrative official responsible for approving, approving with conditions or denying final plats.

4. If the final plat meets all the requirements of this chapter and complies with the approved preliminary plat, and the city engineer, city review surveyor and city attorney have recommended approval, the city ~~commission~~ planning director shall approve the final plat and advise the applicant to submit signed mylars for execution by the city and indicate its approval on each copy by signature of the mayor. The planning director may alternatively approve the final plat with conditions and, upon all conditions having been met, the planning director shall advise the applicant to submit signed mylars for execution by the city. If the planning director does not approve the application, the planning director shall notify the applicant in writing of the reasons for declining to approve the application. The written notice must identify all areas of noncompliance and include specific citations to each requirement the plat or replat submittal fails to meet.
5. When approved by the city ~~planning director~~ ~~commission~~, a copy of the final plat shall be returned to the subdivider after recording. The city shall file the approved and fully executed final plat shall be recorded by the city with the Volusia County Clerk of the Circuit Court. Before the recording of the plat, the plat must reflect all conditions and changes requested by the city ~~commission~~. Recording fee to be paid by subdivider.
6. A final plat shall not be approved unless and until the requirements of section 33-147 have been satisfied. If the final plat is disapproved by the city ~~commission~~, the reasons for disapproval shall be stated in writing and reference shall be made to the sections of this chapter with which the final plat does not comply. A copy of such explanation shall be sent to the planning board and to the subdivider.

33-146.05. *Preliminary plat/final plat process.* Should the ~~applicant~~ ~~subdivider~~ choose to process both the preliminary plat and the final plat at the same time the following review process shall be followed.

(a) *Application procedure.*

1. The application shall state that the combined preliminary plat and final plat process has been chosen by the subdivider.
2. The processes for review and approval of preliminary plats as set forth in section 33-146.03 and the process for review and approval of final plats as set forth in section 33-146.04 shall be followed but both processes shall take place concurrently. The subdivider shall submit the preliminary plat/final plat and any

required exhibits to the planning department. The number of copies to be submitted will be determined by the planning department to ensure the city receives a sufficient amount for all reviewers. At the time of submission of the preliminary plat/final plat, the subdivider shall pay to the city a fee for purposes of administration that reflects the fee of the preliminary plat and shall also include the recording fee. This fee shall be set by resolution of the city commission.

3. A final plat shall not be approved unless and until the requirements of section 33-147 have been satisfied. At the time of recording of the final plat, the subdivider shall pay to the DeLand City Clerk a fee as estimated by the city engineer and set by resolution of the city commission; however, in no event shall said fee be less than \$500.00. The fee is for the purpose of administration and inspection of site improvements.
- (b) *Required exhibits.* The preliminary plat/final plat shall be prepared by a currently registered surveyor or engineer at a scale of either 100 feet to one inch or such other scale as approved by the city engineer. The city engineer shall also approve sheet size and title block. The following information shall be shown on the preliminary plat or on sheets attached thereto. The information required for both the preliminary plat and the final plat per sections 33-146.03(b) and 33-146.04(b) shall be shown on the preliminary plat/final plat submission or on sheets attached thereto.
- (c) *Determination of completeness.* Within five days of receipt of a preliminary plat/final plat, the department shall:
 1. Determine that the submittals are incomplete and inform the developer in writing as to the deficiencies. The developer may cure the deficiencies within five days and have the preliminary plat/final plat remain in the current review cycle. Thereafter, the developer may cure the deficiencies within six months without payment of a reapplication fee, but, if more than six months has elapsed, must thereafter reinitiate the application and pay an additional fee; or
 2. Determine that the submittals are complete and proceed with the following procedures.
- (d) *Review by technical review committee.* The preliminary plat/final plat shall be reviewed by the technical review committee within 25 days of submittal of an application. The applicant will be notified of the date and location of the technical review committee review. Each technical review committee member shall submit written comments prior to the meeting of the technical review committee.
- (e) *Report of planning director.* Within ten working days after the committee meets to consider the plan and comments, the planning director shall issue a written report setting forth the recommendations of the technical review committee. The preliminary plat/final plat shall then be placed on a planning board agenda for a planning board meeting which is within 30 days following issuance of a recommendation by the TRC.
- (f) *Planning board Administrative review.*
 1. Upon completion of the preliminary plat/final plat review, the planning board shall recommend that the city commission approve, approve conditionally, or disapprove

~~the preliminary plat/final plat. The planning board may continue the review of the preliminary plat/final plat for good cause.~~

- ~~a. In case of a recommendation for conditional approval, the conditions to be met shall be specified in writing and reference shall be made to the specific sections of this chapter, with which the preliminary plat/final plat does not comply.~~
- ~~b. When a recommendation is made that a preliminary plat/final plat be disapproved, the planning board shall specify the reasons for such recommendation in writing.~~
- ~~c. After action by the planning board, the planning director shall schedule the application for a city commission meeting which is within 25 days of the said action by the planning board and shall notify the applicant of the commission meeting. A copy of any written report on the application submitted to the city commission by the planning director shall be made available to the applicant.~~

~~(g) City commission action.~~

- ~~1. The city commission shall approve, disapprove or table for cause the preliminary plat/final plat.~~
- ~~2. If the preliminary plat/final plat meets all the requirements of this chapter, the city commission shall approve the preliminary plat/final plat and indicate its approval on each copy by signature of the mayor. If the preliminary plat/final plat does not meet the requirements of this chapter, the city commission may place conditions upon the plat that must be addressed prior to recording of the plat.~~
- ~~3. If the preliminary plat/final plat is disapproved by the city commission, the reasons for disapproval shall be stated in writing and reference shall be made to the sections of this chapter with which the preliminary plat/final plat does not comply. A copy of such explanation shall be sent to the planning board and to the subdivider.~~

~~(h) Recording final plat. Before submitting the preliminary plat/final plat for recording, the subdivider shall have met all the requirements of parts sections 33-147 and 33-148.~~

~~The subdivider shall submit the preliminary plat/final plat to the city. The number of copies to be submitted will be determined by the planning department to ensure the city receives a sufficient amount for all reviewers. One copy of the preliminary plat/final plat shall be drawn or printed on cronaflex, mylar, or other similar durable material for recording by the Volusia County Clerk of the Circuit Court and the city.~~

~~The city shall file the approved preliminary plat/final plat with the Volusia County Clerk of the Circuit Court after the subdivider has resubmitted the plat addressing the conditions required by the city commission. If a revised plat has not been resubmitted within one year after the city commission approved with conditions such approval shall be null and void. When approved by the city commission, a copy of the preliminary plat/final plat shall be returned to the subdivider after recording. Recording fee to be paid by subdivider.~~

Section 3. Implementing Administrative Actions; Adoption of Administrative Rules.

(a). The City Manager is hereby authorized and directed to implement the provisions of this Ordinance as may be deemed necessary or appropriate by the City Manager.

(b). The City Manager may delegate responsibilities arising under this Ordinance to such City employees as deemed appropriate and necessary.

Section 4. Conflicts; Repealer. 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 7 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-Auditor in conjunction with the City Attorney, may make corrections to the provisions of this Ordinance relative to Scrivener's errors of whatever type or nature.

Section 7. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this ____ day of January, 2026.

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

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1
2 An act relating to platting; amending s. 177.071,
3 F.S.; requiring that certain plat or replat submittals
4 be administratively approved with no further action by
5 certain entities under certain circumstances;
6 requiring the governing body of such county or
7 municipality to designate an administrative authority
8 to receive, review, and process plat or replat
9 submittals; providing requirements for such
10 designation; defining the term "administrative
11 authority"; requiring the administrative authority to
12 submit a certain notice to an applicant; providing
13 requirements for such notice; requiring the
14 administrative authority to approve, approve with
15 conditions, or deny a plat or replat submittal in
16 accordance with the timeframe in the initial written
17 notice to the applicant; requiring the administrative
18 authority to notify the applicant in writing if it
19 declines to approve a plat or replat submittal;
20 requiring that the written notification contain the
21 reasons for denial and other information; prohibiting
22 the administrative authority or other official,
23 employee, agent, or designee from requesting or
24 requiring that the applicant request an extension of
25 time; amending s. 177.111, F.S.; conforming provisions
26 to changes made by the act; providing an effective
27 date.

28
29 Be It Enacted by the Legislature of the State of Florida:

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30
31 Section 1. Section 177.071, Florida Statutes, is amended to
32 read:

33 177.071 Administrative approval of plats ~~plat~~ by designated
34 county or municipal official governing bodies.—

35 (1)(a) A plat or replat submitted under this part must be
36 administratively approved and no further action or approval by
37 the governing body of a county or municipality is required if
38 the plat or replat complies with the requirements of s. 177.091.
39 The governing body of the county or municipality shall
40 designate, by ordinance or resolution, an administrative
41 authority to receive, review, and process the plat or replat
42 submittal, including designating an administrative official
43 responsible for approving, approving with conditions, or denying
44 the proposed plat or replat.

45 (b) As used in this section, the term "administrative
46 authority" means a department, division, or other agency of the
47 county or municipality. For purposes of issuing a final
48 administrative approval of a plat or replat submittal, the term
49 also includes an administrative officer or employee designated
50 by the governing body of a county or municipality, including but
51 not limited to, a county administrator or manager, a city
52 manager, a deputy county administrator or manager, a deputy city
53 manager, an assistant county administrator or manager, an
54 assistant city manager, or other high-ranking county or city
55 department or division director with direct or indirect
56 oversight responsibility for the county's or municipality's land
57 development, housing, utilities, or public works programs.

58 (2) Within 7 business days after receipt of a plat or

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replat submittal, the administrative authority shall provide written notice to the applicant acknowledging receipt of the plat or replat submittal and identifying any missing documents or information necessary to process the plat or replat submittal for compliance with s. 177.091. The written notice must also provide information regarding the plat or replat approval process, including requirements regarding the completeness of the process and applicable timeframes for reviewing, approving, and otherwise processing the plat or replat submittal.

(3) Unless the applicant requests an extension of time, the administrative authority shall approve, approve with conditions, or deny the plat or replat submittal within the timeframe identified in the written notice provided to the applicant under subsection (2). If the administrative authority does not approve the plat or replat, it must notify the applicant in writing of the reasons for declining to approve the submittal. The written notice must identify all areas of noncompliance and include specific citations to each requirement the plat or replat submittal fails to meet. The administrative authority, or an official, an employee, an agent, or a designee of the governing body, may not request or require the applicant to file a written extension of time.

(4)~~(1)~~ Before a plat or replat is offered for recording, it must be administratively approved as required by this section ~~by the appropriate governing body~~, and evidence of such approval must be placed on the plat or replat. If not approved, the governing body must return the plat or replat to the professional surveyor and mapper or the legal entity offering the plat or replat for recordation. For the purposes of this

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part:

(a) When the plat or replat to be submitted for approval is located wholly within the boundaries of a municipality, the ~~governing body of the~~ municipality has exclusive jurisdiction to approve the plat or replat.

(b) When a plat or replat lies wholly within the unincorporated areas of a county, the ~~governing body of the~~ county has exclusive jurisdiction to approve the plat or replat.

(c) When a plat or replat lies within the boundaries of more than one county, municipality, or both ~~governing body~~, two plats or replats must be prepared and each county or municipality ~~governing body~~ has exclusive jurisdiction to approve the plat or replat within its boundaries, unless each county or municipality with jurisdiction over the plat or replat agrees ~~the governing bodies having said jurisdiction agree~~ that one plat is mutually acceptable.

~~(5)(2)~~ Any provision in a county charter, or in an ordinance of any charter county or consolidated government chartered under s. 6(e), Art. VIII of the State Constitution, which provision is inconsistent with anything contained in this section shall prevail in such charter county or consolidated government to the extent of any such inconsistency.

Section 2. Section 177.111, Florida Statutes, is amended to read:

177.111 Instructions for filing plats ~~plat~~.—After the approval by the appropriate administrative authority ~~governing body~~ required by s. 177.071, the plat or replat must ~~shall~~ be recorded by the circuit court clerk or other recording officer upon submission thereto of such approved plat or replat. The

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circuit court clerk or other recording officer shall maintain in
his or her office a book of the proper size for such papers so
that they will ~~shall~~ not be folded, to be kept in the vault. A
print or photographic copy must be filed in a similar book and
kept in his or her office for the use of the public. The clerk
shall make available to the public a full size copy of the
record plat or replat at a reasonable fee.

Section 3. This act shall take effect July 1, 2025.

CITY OF DELAND
Request for Commission Action
December 15, 2025

SUBJECT: Consideration re Contract for Legal Services with Paul, Elkind Branz and Paul.

DEPARTMENT: City Manager

PREPARED BY: Michael Pleus, City Manager

ATTACHMENTS: Paul Elkind Engagement Letter 2025, 2025 DeLand Atty Fee Rate Adjustment Memo, 2024-2025 Budgets surrounding cities

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

SUMMARY/HIGHLIGHT:

Darren Elkind was appointed as City Attorney on November 5, 2001. As he is not an "in-house" City Attorney, the City has contracted with his firm over the years. Overtime, the City has adjusted his rates based upon market conditions, the last being several years ago. However, the rates charged have fallen significantly behind that of the market. To that end, he conducted a survey to determine what comparable cities in Volusia County are paying for legal services. The survey is complicated by the fact that some cities have in-house counsel while others (like DeLand) employ outside counsel to serve as City Attorney. Currently, the budget for the City Attorney is \$270,000 and with our Outside Labor Counsel, the budget is \$390,000. Mr. Elkind's present hourly rate is \$200 per hour. His firm also currently charges the same rate for associate counsel. Attached is a memo containing a survey of cities in Volusia County. The new rates would be \$285 for partner counsel and \$245 for associate counsel. In addition to the new rates, the City has not adopted a contract with Mr. Elkind's firm for quite some time. Even though the City Commission formally approved him being the City Attorney, the last contract was with James, Zimmerman, Paul and Huddleston. Therefore, staff is requesting that the Commission approve an updated contract with Paul, Elkind, Branz and Paul, which is attached.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

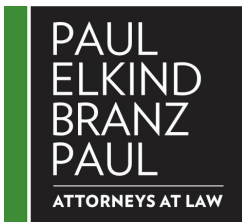
This item will have a fiscal impact of roughly \$360,000, which is an increase of \$90,000. The City Attorney's fees are allocated across all funds based upon the work performed. The estimated General Fund impact is \$54,000 above what is budgeted, which can be covered by contingency. The balance will be covered from contingency in the other funds. Staff notes that there are some savings in the legal budget due to the union negotiations being completed this year without the need for labor counsel.

RECOMMENDATION:

Staff recommends approval of the contract for services with Paul, Elkind, Branz and Paul with Mr. Darren Elkind serving as City Attorney for the City of DeLand.

BACKGROUND/DISCUSSION:

N/A



Darren J. Elkind*‡ | Matthew D. Branz | Christopher B. Paul | Melissa Morgan Paul
Aeriel A. McCann
Of counsel: Harlan L. Paul

*Board Certified Specialist – City, County & Local Government Law

‡Board Certified Specialist – Civil Trial Law

December 3, 2025

City of DeLand
Attn: City Commission
120 S. Florida Avenue
DeLand, FL 32724

Re: City of DeLand-Contract for Legal Services

Dear Mayor & Commissioners:

I want to thank the City Commissioners of the City of DeLand for allowing me and my law firm to continue to serve as City's attorneys. It is both a privilege and responsibility which I do not take lightly. At this time I am making an adjustment to our firm's hourly rates, but as shown in the attached memo, the City's legal expense will continue to be well below other comparably sized cities. I would ask that you please allow this letter to confirm the terms of our engagement.

Our services will be rendered on an hourly basis with an hourly billing rate of \$285.00 per hour for partner level attorneys and \$245.00 per hour for associate level attorneys. These services will be billed in .05-hour increments with a minimum charge of .10 hours. I will be the designated City Attorney and will continue to have primary responsibility for the City's representation. Other attorneys in the firm that handle matters will be designated as Assistant City Attorneys. As has been the practice, there will be no charges for paralegal or secretarial time or for the use of legal research software or other technology. We will, however, bill for any other out-of-pocket expenses incurred by the firm (examples are court filing fees, subpoena fees, recording fees etc.). In the past my firm has charged a flat fee of \$750 for the two regular City Commission meetings each month. Rather than adjusting this flat fee upwards, I will charge for the actual time spent at the meetings. We will continue to bill you monthly, and you should expect to receive an invoice around the 15th of each month for the previous month's work.

My engagement does not have any set term and the City of DeLand is entitled to terminate this engagement at any time and for any reason. I and this firm will also be entitled to terminate this engagement at any time, but I would endeavor to give the City, which I genuinely love, significant notice of any such termination.

DeLand Office
142 E. New York Avenue
DeLand, FL 32724
P: 386.734.3020

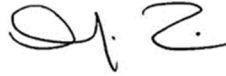
Miami Office (available by appointment)
1031 Ives Dairy Road, Suite 228
Miami, FL 33179
P: 305.459.0749

paulandelkind.com

City of DeLand
December 3, 2025
Page 2

In addition to the foregoing terms, our firm's standard Terms of Engagement Agreement is attached hereto and forms a part of our agreement to provide legal services. Should you have any questions regarding the foregoing or in any way disagree with these terms, please contact me immediately. Otherwise, please sign in the space indicated below and return this letter to me.

Very truly yours,



Darren J. Elkind

DJE/cal

Accepted by:

CITY OF DELAND

By: _____
Michael P. Pleus, City Manager

PAUL, ELKIND, BRANZ & PAUL, LLP
TERMS OF ENGAGEMENT AGREEMENT

This statement sets forth the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions.

The Scope of Our Work

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly. Our services are limited to the matter identified in the attached letter. We will rely, to the extent appropriate under the circumstances, on the information and materials which you provide to us in the provision of our legal services. We cannot provide you with investment, business, accounting or tax advice.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

Who Will Provide the Legal Services

Customarily, each client of the firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of providing services in the most efficient and timely basis. Whenever practicable, we will advise you of the names of those attorneys and legal assistants who work on your matters.

Legal Fees

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated.

In determining the amount to be charged for the legal services we provide to you we will consider: the time and effort required; the novelty and complexity of the issues presented; the skill required to perform the legal services promptly; the fees customarily charged in the community for similar services and the value of the services to you; the amount of

money or value of property involved and the results obtained; the time constraints imposed by you as our client and other circumstances, such as an emergency closing, the need for injunctive relief from the court, or substantial disruption of other office business; the nature and longevity of our professional relationship with you; the experience, reputation, and expertise of the lawyers performing the services; and the extent to which office procedures and systems have produced a high quality product efficiently. Among these factors, the time and effort required are typically weighted most heavily. We will keep accurate records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related matters. The hourly rates of our lawyers have an important bearing on the fees we charge.

For certain well defined services we will quote a flat fee. It is our policy not to accept representation on a flat fee basis except in such defined-services areas or pursuant to a special arrangement tailored to the needs of a particular client. In all such situations, the flat fee arrangement will be expressed in a letter, setting forth both the amount of the fee and the scope of the services to be provided.

It is our firm's policy that if an invoice remains unpaid for more than sixty (60) days and we have not made other payment arrangements, our firm will, consistent with certain ethical restrictions imposed by the Florida Bar, terminate our representation of you. In the event that we are representing you in litigation, we would at that time seek permission from the court to withdraw from your representation. It is also our firm's policy that we will not accept new work from you until such time as all prior invoices are paid.

Out-of-Pocket Expenses

We typically incur and pay on behalf of our clients a variety of out-of-pocket costs arising in connection with legal services. These include charges made by government agencies and service vendors as well as clerical charges. Whenever such costs are incurred, we will carefully itemize and bill them. Typically, such costs are long distance telephone charges; messenger, courier, and express delivery charges; printing and reproduction costs; filing fees; deposition and transcript costs; witness fees; travel expenses; charges made by outside experts and consultants, including engineers, accountants, and appraisers. We incur outside costs as agents for our clients and incur internal expenses on behalf of our clients, who agree that these costs will always be paid on a regular basis.

Retainer and Trust Deposits

New clients of the firm are commonly asked to deposit a retainer with the firm. Typically, the retainer is equal to the fees and costs likely to be incurred during a two-month period. The retainer deposit is charged for fees as our legal services are provided. Regular statements will be furnished to you for purposes of restoring the retainer deposit. At the conclusion of our legal representation or at such time as the deposit is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned

to you. If the retainer deposit proves insufficient to cover current expenses and fees on at least a two-month basis, it may have to be increased.

Deposits that are received to cover specific items will be disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn. Any amount remaining after disbursement will be returned to you.

All trust deposits we receive from you, including retainers, will be placed in a trust account for your benefit. By court rule, your deposit must be placed in a pooled account if it is not expected to earn a net return, taking into consideration the size and anticipated duration of the deposit and the transaction costs. By court rule, interest earned on the pooled account is payable to a charitable foundation established by the State Supreme Court.

Termination

Upon completion of our representation of you in the matter referenced in the attached letter, or upon early termination of our relationship, the attorney-client relationship will end unless we have expressly agreed to continued representation in other matters. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay fees and costs incurred prior to the termination and for any services related to turning your representation over to new counsel. At the conclusion of the representation, we will retain your legal files for a period of six (6) years after we close our file. At the expiration of the six-year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files. We also reserve the right to retain an electronic copy of your file for a longer period of time, but we make no representation or guarantee that we will do so.

MEMO

From : Darren J. Elkind, City Attorney
To : Michael P. Pleus, City Manager
Cc : Kendra Curry, City Paralegal
Date : December 1, 2025
Re : Periodic City Attorney Rate Increase

Pursuant to our discussions, I'm providing you with notice of an increase in the hourly rates for city attorney services. Effective with the December, 2025 bill, issued for work done during the month of November, the billing rate for partner level attorneys will be increased to \$285.00 per hour and for associate level attorneys will be \$245.00 per hour. We will continue to bill in .05-hour increments with a .10 minimum. Additionally, we will bill our actual time spent at City Commission meetings rather than a flat fee for two regular meetings a month. Additionally, there is no charge for travel time for any meeting or other visit to City Hall or any other City facility.

I have included herewith a market survey of other Volusia County cities that use both outside counsel and in-house counsel for their legal departments. These are the cities of Deltona, DeBary (both use outside counsel) and Ormond Beach and New Smyrna Beach (both have in-house legal departments). Following is a summary of those cities' legal budgets and the back up information is attached hereto:

CITY OF DEBARY:

\$450,000 is the budgeted amount for legal fees to the city's retained law firm. DeBary has no fire or police department, no utility, and no airport.

CITY OF DELTONA:

\$494,000 is the budgeted amount for legal fees to the city's retained law firm. Deltona has no police department and no airport.

CITY OF NEW SMYRNA BEACH

\$705,309 is the budget amount for the city's legal department (which includes one paralegal). New Smyrna Beach has police and fire departments, as well as an airport, but it does not operate its own utility and the Utility Commission has separate legal counsel.

CITY OF ORMOND BEACH

\$1,458,131 is the budget amount for the city's legal department (which includes more than one non-attorney staff). Ormond Beach has police and fire departments, an airport and operates a utility system.

During the City of DeLand's fiscal year 2024-2025, my firm billed the City \$239,080 in legal fees. With the new hourly rates, DeLand will still be enjoying a significant savings on attorney fees compared to other area cities.

CITY OF NEW SMYRNA BEACH (Attachment 1)

TOTAL LEGAL BUDGET (In-house City Attorney) \$705,309.00

- General Fund (salaries, insurance, auto allowance taxes, etc \$655,300)
- Operating Expenses (education, conferences, memberships, (office supply, copiers, phones, court reporters, etc.)

CITY OF DEBARY (Attachment 2)

TOTAL LEGAL BUDGET (Contracted Atty) \$451,500.00

- Legal Fees (retainer, council meetings, legal opinions, Document review and other legal services \$450,000)
- Legal-Contracted (court reporter, recording fees \$1,500)

CITY OF DELTONA (Attachment 3)

TOTAL LEGAL BUDGET (Contracted City Attorney) \$622,174.00

- General Legal Services (\$494,400.00)
- Salaries & Wages (\$88,623.00)
- Insurance, Taxes, Retirement, etc. (\$33,331.00)
- Communications (\$960.00)
- Equipment, Office Supplies (\$1,500.00)
- Publication, Membership, Training (\$3,360.00)

CITY OF ORMOND BEACH (Attachment 4)

TOTAL LEGAL BUDGET \$1,458,131.00

- Operating (\$559,455.00)
- Personnel Services (\$898,676)

CITY OF NEW SMYRNA BEACH

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 2025 2025-2024.25 ADOPTED BUDGET

 ACCOUNTS FOR:
 GENERAL FUND

	VENDOR	QUANTITY	UNIT COST	2025 COMMISSION
K PERSONNEL SERVICES				
00151401 511001 - EXECUTIVE SALARY				189,902.00
00151401 511004 - AUTO ALLOWANCE				5,200.00
00151401 512001 - REGULAR SALARY				271,043.00
00151401 514001 - REGULAR OVERTIME				3,351.00
00151401 515001 - SICK INC./PERSONAL LEAVE				6,000.00
00151401 521001 - FICA				37,273.00
00151401 522003 - DC PLAN				71,634.00
00151401 523002 - FLORIDA HEALTH CARE				58,838.00
00151401 523008 - MET LIFE DENTAL				2,702.00
00151401 523009 - LIFE/STD/ADD/LTD				9,131.00
00151401 523011 - METLIFE VISION				226.00

TOTAL PERSONNEL SERVICES
655,300.00
L OPERATING EXPENSE

00151401 531004 - TITLE SEARCH				500.00 *
REAL ESTATE CLOSING / TITLE	1.00	500.00		500.00
REAL ESTATE CLOSING / TITLE				
00151401 531005 - COURT COSTS				800.00 *
COURT FEES ASSOCIATED WITH LITIGATION	1.00	800.00		800.00
COURT FEES ASSOCIATED WITH LITIGATION				
00151401 531007 - FILING FEES				800.00 *
FILING FEES FOR LITIGATION	1.00	800.00		800.00
FILING FEES FOR LITIGATION				
00151401 531099 - OTHER PROFESSIONAL SERVICE				15,000.00 *
OTHER PROFESSIONAL LEGAL SERVICES	1.00	15,000.00		15,000.00
PRIVATE ATTORNEYS REPRESENTING THE CITY				
AS SPECIAL LEGAL COUNSEL RELATED TO				
LITIGATION MATTERS				

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 2025 2025-2024.25 ADOPTED BUDGET

ACCOUNTS FOR:
GENERAL FUND

	VENDOR	QUANTITY	UNIT COST	2025 COMMISSION
00151401 533001 - COURT REPORTER				800.00 *
COURT REPORTER		1.00	800.00	800.00
COURT PROCEEDING TRANSCRIPTS				
00151401 540005 - TRAVEL				8,000.00 *
TRAVEL		1.00	8,000.00	8,000.00
TRAVEL EXPENSES FOR CONFERENCES & SEMINARS LISTED ON LINE 554004				
00151401 541003 - MOBILE PHONE CHARGES				3,111.00 *
MOBILE PHONE CHARGES		1.00	2,811.00	2,811.00
MOBILE PHONE CHARGES, 4 PHONES, 1 DATA/TABLET				
TEXT MESSAGE ARCHIVING		1.00	300.00	300.00
TEXT MESSAGE ARCHIVING FOR 2 CELL PHONES				
00151401 544001 - ANNUAL EQUIPMENT LEASE				1,130.00 *
LEASED EQUIPMENT (COPIER)		1.00	1,130.00	1,130.00
COPIER LEASE				
00151401 551001 - OFFICE SUPPLY				3,000.00 *
OFFICE SULLPIES		1.00	3,000.00	3,000.00
OFFICE SUPPLIES				
COPIER CHARGES				
00151401 552012 - COMPUTER HRDWR/SFTWR NEW				423.00 *
MICROSOFT/OFFICE 365 EA		1.00	309.00	309.00
CLOUD HOSTED EMAIL AND PRODUCTIVITY SUITE				
BARRACUDA TOTAL EMAIL PROTECTION - ADD'L LICENSE		1.00	114.00	114.00
YEARLY MAINTENANCE FOR BARRACUDA TOTAL EMAIL PROTECTION; INCLUDES EMAIL SECURITY, EMAIL ARCHIVING, OFFICE 365 CLOUD BACKUP AND SECURITY AWARENESS TRAINING				
00151401 554001 - MEMBERSHIPS & SUBSCRIPTIONS				3,845.00 *
MEMBERSHIP DUES /SUBSCRIPTIONS		1.00	3,845.00	3,845.00
1. THE FL BAR - ATTORNEYS \$1200				
2. FL BAR BOARD CERT - CARRIE/SHEY \$700				
3. IMLA - CARRIE \$660				
4. FAPA - SHEY \$125				
5. VC BAR ASSOC - ATTORNEYS \$600				
6. NALA - TRACY \$160				
7. LAND USE - NEW ATTY \$400				

CITY OF NEW SMYRNA BEACH

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 2025 2025-2024.25 ADOPTED BUDGET					
ACCOUNTS FOR: GENERAL FUND		VENDOR	QUANTITY	UNIT COST	2025 COMMISSION
00151401 554002 - REF & EDUCATIONAL MATERIALS					6,000.00 *
REF & EDUCATIONAL MATERIALS			1.00	6,000.00	6,000.00
ONLINE LEGAL RESEARCH					
THOMSON REUTERS - WESTLAW					
00151401 554004 - SEMINAR/CONF REGISTRATION					4,600.00 *
SEMINAR/CONF REGISTRATION			1.00	4,600.00	4,600.00
1. FMAA - ATTORNEYS \$400/EACH \$1200					
2. FAPA - SHEY \$200					
3. FLC ANNULA CONF - CARRIE \$650					
4. IMLA - CARRIE \$665					
5. FL BAR CCLG - SHEY \$665					
6. FL BAR CCLG CERT - SHEY \$500					
7. FLC INSURANCE SUMMIT - TRACY \$300					
8. LAND USE - NEW ATTY \$400					
00151401 554005 - EDUCATION & TRAINING FEES					2,000.00 *
EDUCATION/TRAINING FEES			1.00	2,000.00	2,000.00
CERTIFICATION & LICENSES					
TOTAL OPERATING EXPENSE					50,009.00
TOTAL GENERAL FUND					705,309.00
TOTAL REVENUE					.00
TOTAL EXPENSE					705,309.00
GRAND TOTAL					705,309.00

** END OF REPORT - Generated by Cindy Revelle **

Fund 001 - General Fund - Expenditures FY 25 Budget

Account Number	Account Description	FY25 Adopted	FY24 Adopted	FY23 Actual
001-1400-514-0000	LEGAL (1400):			
001-1400-514-3000	OPERATING EXPENDITURES:			
001-1400-514-3101	Legal - Legal Fees	450,000	350,000	312,827
001-1400-514-3400	Legal - Other Contracted Services	1,500	1,500	-
001-1400-514-4900	Legal - Other Current Charge	-	-	-
	Total Legal	451,500	351,500	312,827

OPERATING EXPENSE DETAIL

Department Description and Number

Legal Services

1400

-31

Professional Services	Cost	Explanation
Legal Services - General	\$ 450,000	Retainer for Council Mtgs, legal opinions, document
		review and other legal services
Total	\$ 450,000	

-34

Contract Services	Cost	Explanation
Other Professional Fees	\$ 1,500	Court Reporter Fees & Recording Fees(Judgements)
		Expert Witness Fees Litigation
Total	\$ 1,500	

Next Year Budget Details

CITY OF DELTONA
ATTACHMENT #3

Projection 20262 - FY25-26 BUDGET PROJECTION
Expense Accounts

	GFOA Annual Conference - 1		1.00	1,100.00
	Microsoft Office Online Training -2		1.00	4,000.00
	Payroll Congress Orlando, FL. May 2025		1.00	2,300.00
	FAPO Annual Membership - 2	0	1.00	120.00
140 CITY ATTORNEY				622,174.00
001140 511200	SALARIES & WAGES			88,623.00
	Regular Salaries and Wages	0	1.00	88,623.00
001140 512100	FICA TAXES			6,780.00
	FICA Taxes	0	1.00	6,780.00
001140 512200	RETIREMENT CONTRIBUTIONS			12,110.00
	Retirement Contributions		1.00	12,110.00
001140 512300	HEALTH/DENTAL/LIFE INSURANCE			14,388.00
	Health/Dental/Life Insurance	0	1.00	14,388.00
001140 512400	WORKERS COMPENSATION			53.00
	Workers Compensation	0	1.00	53.00
001140 523102	GENERAL LEGAL SERVICES			494,400.00
	City Attorney Fees		1.00	494,400.00
001140 524101	COMMUNICATIONS			960.00
	City cell phone and hot spot		1.00	960.00
001140 524602	R&M - EQUIPMENT			500.00
	Annual Maintenance for Printer		1.00	500.00
001140 525101	OFFICE SUPPLIES - GENERAL			1,000.00
			1.00	1,000.00
001140 525400	PUBLICATION-MEMBRSH-P-TRAINING			3,360.00
	Legal Library Annual Membership		1.00	3,360.00
155 PLANNING SERVICES				2,088,115.00
001155 511200	SALARIES & WAGES			754,176.00

CITY ATTORNEY

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2023-24	Estimate FY 2024-25	Budget FY 2025-26	Change FY 2024-25 to FY 2025-26	% Change FY 2024-25 to FY 2025-26
General Fund	1,463,439	1,304,609	1,458,131	153,522	11.77%
Total	1,463,439	1,304,609	1,458,131	153,522	11.77%

Expenditures:

	Actual FY 2023-24	Estimate FY 2024-25	Budget FY 2025-26	Change FY 2024-25 to FY 2025-26	% Change FY 2024-25 to FY 2025-26
Personnel Services	804,997	852,251	898,676	46,425	5.45%
Operating	658,442	452,358	559,455	107,097	23.68%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	1,463,439	1,304,609	1,458,131	153,522	11.77%

Staffing Summary:

	Actual FY 2023-24	Estimate FY 2024-25	Budget FY 2025-26	Change FY 2024-25 to FY 2025-26	% Change FY 2024-25 to FY 2025-26
<u>Full-time Positions:</u>					
City Attorney	1.00	1.00	1.00	0.00	0.00%
Deputy City Attorney	1.00	1.00	1.00	0.00	0.00%
Assistant City Attorney	1.00	1.00	1.00	0.00	0.00%
Senior Paralegal	1.00	1.00	1.00	0.00	0.00%
Paralegal	1.00	1.00	1.00	0.00	0.00%
Total	5.00	5.00	5.00	0.00	0.00%

CITY OF DELAND
Request for Commission Action
December 15, 2025

SUBJECT: Resolution Approving the Removal of One (1) Historic Tree, Located in Victoria Hills Common Area along Martin Luther King Beltway.

DEPARTMENT: Public Works

PREPARED BY: Mariellen Calabro

ATTACHMENTS: Resoltuion , Arborist Inspector Power Point with Location Map, Tree Advisory Committee Meeting Minutes

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

SUMMARY/HIGHLIGHT:

Victoria Park Community Council Inc. is requesting approval to remove one (1) historic tree located in the Common Area along Martin Luther King Beltway. The Land Development Regulations require that, before the removal of any historic trees should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree. The City Forester has determined that the tree proposed for removal is a 28" DBH historic Live Oak that was likely struck by lightning, and it has died due to natural causes. The applicant, Victoria Park Community Council Inc., is requesting the removal because the tree is a hazard due to its condition.

At the November 18th Tree Advisory Committee meeting, the Arborist Inspector's PowerPoint was presented demonstrating the tree proposed for removal is a 28" DBH historic Live Oak that appears dead, and that it was most likely struck by lightning. The applicant is requesting the removal of the tree because the tree is a hazard due to its condition. Because of the tree's deteriorated condition, by a unanimous vote, the Tree Advisory Committee recommended approval of the removal of the 28" Live Oak tree with a replacement requirement of one (1) six- (6-) inch caliper Live Oak to be planted on the property adjacent to the location of the dead tree. It was the opinion of the Tree Advisory Committee members voting to approve the removal that reduced replacement would be appropriate to help restore the lost canopy without unnecessarily burdening the Homeowners Association by requiring 100 percent DBH replacement.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

This tree removal and required replacement support the Strategic Plan Focus Areas of Maintaining a Safe Community and Preparing for the Future/Sustainability.

SUSTAINABILITY:

The required replacement for this tree removal will help maintain the City's urban canopy coverage.

FISCAL IMPACT:

This item does not have a fiscal impact on the City.

RECOMMENDATION:

At their November 18, 2025 meeting, the Tree Advisory Committee recommended approval of the removal of

the 28" DBH historic Live Oak tree, due to the tree's condition, which could create a potential hazard. Staff recommends that the City Commission APPROVE the request for removal of one (1) historic tree located within the Common Area of Victoria Hills along Martin Luther King Beltway with the requirement of planting one (1) six (6)- inch caliper Live Oak on the property, adjacent to the location of the existing dead tree.

BACKGROUND/DISCUSSION:

Attached is a copy of the Arborist Inspectors PowerPoint with Location Map and the Minutes from the November 18, 2025 Tree Advisory Committee meeting.

RESOLUTION NO. 2025 –

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
APPROVING THE REMOVAL OF ONE HISTORIC TREE LOCATED IN THE
COMMON AREA OF VICTORIA HILLS ALONG DR. MARTIN LUTHER KING,
JR. BELTWAY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Petitioner, Victoria Park Community Council Inc., is requesting permission to remove one historic tree located in the common area of Victoria Hills along Dr. Martin Luther King, Jr. Beltway; and

WHEREAS, the City’s Forester has determined that the 28” DBH tree is historic and deceased; and

WHEREAS, on November 18, 2025, the Tree Advisory Committee recommended approval for the removal of the historic tree having a replacement requirement of a minimum of one 6” inch caliper Live Oak to be planted in the common area of Victoria Hills along Dr. Martin Luther King, Jr. Beltway, adjacent to the location of the existing dead tree.

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

Section 1. The City Commission hereby approves the request for removal of one historic tree located in the common area of Victoria Hills along Dr. Martin Luther King, Jr. Beltway on the condition of having a replacement requirement of a minimum of one 6” caliper Live Oak tree to be planted in the common area of Victoria Hills along Dr. Martin Luther King, Jr. Beltway, adjacent to the location of the existing dead tree.

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

PASSED AND ADOPTED this 15th 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

Tree Advisory Committee Meeting

November 18, 2025

Historic Tree Preservation Assessment

Address: Victoria Hills Common Area

Volusia County Parcel Tax Parcel ID #: 70350201000C

Tree Permit: Tree25-047

Location: One 28" DBH Dead Live Oak (*Quercus virginiana*) located west of MLK BTWY between Orange Camp Road and Spalding Way ±900 feet south of Orange Camp Road.



Aerial Overview – Tree Location

28" DBH Live Oak Condition - Dead





Tree Advisory Committee Meeting Minutes

November 18, 2025

- I. Call to Order and Roll Call:** Steve Edgar called the meeting to order at 5:25 PM.

Members: Steve Edgar, Kathy Hersh, Harry Delashmutt, and Dani Keller.

City Staff: Laureen Kornel (City Forester), Mariellen Calabro (Deputy Public Works Director), and Corrigan Loduha (Public Works Admin)

Visitors: Austin Spivey, Volusia County Soil and Water Conservation Board

II. Approval of the Minutes from the October 14, 2025 Meeting

Kathy Hersh made a motion to approve the minutes of the last meeting, and Harry Delashmutt seconded the motion. All present were in favor, and the motion carried.

III. Old Business

- A. Arbor Day, January 2026: Citrus Grove Elementary School. Arbor Day is typically held around the third Friday in January. The City is coordinating the date and time with Citrus Grove Elementary staff. Steve Edgar described the event to the new members. More details regarding date, time, and program will be forwarded to the members when it becomes available.
- B. Historic Tree Removal Request for 134 North High Street Update: Resolution 2025- 89, Approved by Commission. Staff updated the members on this project. The removal was approved by the Commission with Resolution No. 2025-89 (attached).
- C. Tree Giveaway April 18, 2026 (**tentative**): Trees have been ordered for this event which is tentatively scheduled for April 18, 2026. Steve Edgar will coordinate with the DeLand Breakfast Rotary to confirm this date. Laureen reported that the trees for the event have been ordered; however, we will be substituting Live Oak for Yaupon Holly. The current list of species ordered for the Tree Giveaway is: Sycamore, Persimmon, Live Oak, Southern Magnolia, and Chickasaw Plum.

IV. New Business

- A. **Historic Tree Removal (28" DBH dead Live Oak in Victoria Hills, Parcel ID #7035-02-01-000C).** City Forester, Laureen Kornel, informed members of a Historic Tree Removal permit application that was brought by the Victoria Park Homeowners Association. The tree is a 28" DBH Live Oak, and it is adjacent to a Victoria Hills common area along the Martin Luther King

Beltway (Parcel ID # 7035-02-01-000C). The tree is dead, and the condition and appearance of shrubbery directly behind the tree suggest that the tree was struck by lightning at some point. Members discussed what appropriate replacement requirements could be made for this permit. Deputy Public Works Director, Mariellen Calabro, noted that the Code requires 100% DBH replacement; however, in similar circumstances, when the tree in question was planted by the developer and lost due to natural causes (not related to the developer), reductions have been made to the replacement requirements. Dani Keller made a motion to approve the historic removal, with a replacement requirement of one 6-inch caliper Live Oak to be planted in the vicinity of the dead historic tree. Kathy Hersh seconded the motion; all present were in favor, and the motion carried.

- B. **Arbor Day January 16, 2026 (tentative):** Laureen Kornel informed members that the Cedar trees for Arbor Day have been ordered.
- C. **By-Laws and the City of Deland Tree Advisory Committee:** Laureen Kornel provided to members Articles I- IX of the By-Laws of the City of DeLand Tree Advisory Committee. A short discussion of the Committee's roles, duties, and original formation followed.
- D. **Review of Tree Replacement Reserve Account:** Ms. Kornel presented members with a brief review of the City's Tree Replacement Reserve Account, and an excerpt of Article VI, Section 33-57.305(b)(5) of the City's Land Development Regulations, with emphasis on requirements of where and how funds from the reserve account may be spent.
- E. **Revised Pruning Assistance Grant Proposal (Kathy Hersh):** Kathy Hersh provided a revised version of her Pruning Assistance grant proposal, and brief discussion amongst members followed. Kathy was encouraged to explore grant opportunities and partner with community groups before bringing a proposal to the City Commission if additional funding is needed. Staff indicated that a smaller pilot project in a limited geographic region may be easier to start than a City-wide program.

V. Member/Citizen Comments: Visitor, Austin Spivey, attended tonight's meeting as a representative of the Volusia County Soil and Water Conservation Board. The board wishes to initiate a program that will promote efforts towards reforestation through the beautification of retention ponds. They are proposing the planting of bald cypress trees within, and around the borders of retention ponds throughout the area. Members participated in a brief discussion that followed. Steve Edgar expressed interest in attending the Soil and Water Conservation Board's next meeting, on December 15th to obtain more information on their proposal.

VI. Adjournment: The meeting adjourned at 6:18 PM.

Next Meeting: Rescheduled to December 16, 2025 @ 5:15 PM

CITY OF DELAND
Request for Commission Action
December 15, 2025

SUBJECT: Consideration re Change of Meeting Date, Dr. Martin Luther King, Jr. Holiday.

DEPARTMENT: City Clerk

PREPARED BY: Julia Hewitt, Interim City Clerk

ATTACHMENTS:

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

SUMMARY/HIGHLIGHT:

The second regular City Commission meeting in January is scheduled for Monday, January 19, 2026, which is the Dr. Martin Luther King, Jr. holiday. Section 2-3 of the Code of Ordinances grants the City Commission the authority to reschedule regular meetings which fall on a legal holiday, or fall within one (1) week of a legal holiday.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended that the City Commission reschedule the January 19, 2026 regular meeting to Wednesday, January 21, 2026, as a workshop is already planned to take place prior to the regular meeting.

BACKGROUND/DISCUSSION:

N/A



Memorandum

DATE: December 10, 2025

TO: MAYOR AND COMMISSIONERS

FROM: JULIA M. HEWITT, INTERIM CITY CLERK

RE: Announcement of Board Vacancies

DOWNTOWN COMMUNITY REDEVELOPMENT AGENCY (CRA)

Seat 6 on the Downtown CRA is currently vacant. This is a partial term that runs through December 1, 2026. Seat 7 on the Downtown CRA is also vacant. The CRA shall consist of seven members, to include the five City Commissioners plus two additional persons who shall be appointed by the City Commission. The two additional members shall either be City residents or shall be engaged in business within the Downtown Redevelopment District, i.e., own a business, practice of profession, perform a service for compensation, or serve as an officer or director of a corporation or other business entity engaged in business within the Downtown Redevelopment District. Terms are for four (4) years.

INTENT: To direct the rehabilitation, conservation, and/or redevelopment of the Downtown Redevelopment Area as necessary for the public health, safety, morals or welfare of the residents of the City of DeLand.

Appointments are tentatively scheduled for the January 21, 2026, Regular Meeting of the City Commission. Applications are available on DeLand.org or in the City Clerk's Office at City Hall, Monday through Friday, 8:00 a.m. to 5:00 p.m.

cc: Mike Grebosz, Assistant City Manager
Sarah Lux, Community Information Manager