



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
JANUARY 5, 2026 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION- Pastor Mark Schrade, City Sanctuary

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Presentation of Employee Years of Service Award and Retirement Resolution No.2026-01, for Irvin Bletcher.
2. Proclamation, Dr. Martin Luther King Jr. Day.

CONSENT AGENDA

1. Resolution Approving Sole Source Purchase Agreement for Sewage Pumping Stations.

It is recommended that the City Commission approve the five-year Sole Source Resolution and the Agreement for Supply of Sewage Pumping stations with Smith & Loveless, Inc. effective January 1, 2026.

2. Consideration re Change Order #1, Novatime Upgrade to UKG Web-Based Time and Attendance System.

Staff recommends that the City Commission approve Change Order No. 1 to approve the purchase of the new time clocks for the UKG rollout to be completed.

3. Consideration re Second Amendment to the Professional Service Agreement with Brooks and Dun Grant Consulting.

Consideration re Second Amendment to Professional Services Agreement Brooks & Dun Grant Consulting.

4. Consideration re Facilities Work Plan and Funding Assistance for Professional Services Task Order Proposal for Perfluorooctanesulfonic Acid and Polyfluoroalkyl Substances (PFAS) Removal

Staff recommends that the City Commission authorize McKim & Creed to perform engineering and related professional services in connection with the Facilities Work Plan and funding Assistance for PFAS Removal Project.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

OLD BUSINESS

1. Second Reading of Ordinance No.2026-01, Codifying the City's Existing Videotaping Policy into the Code of Ordinances.
Codification of recording policy.
2. Second Reading of Ordinance No. 2026-02, Amending Chapter 33, Land Development Regulations Related To Subdivision Plat Approval.
Second Reading of Ordinance Amending Land Development Regulations Related To Subdivision Plat Approval.
3. Request to Continue Second 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 continuance to the January 21, 2026, City Commission meeting.

NEW BUSINESS

1. First Reading of Ordinance Amending Chapter 30, Section 30-3, and Adding Section 30-49A, Oil and Grease Management Program.

It is recommended that the City Commission adopt the amended Chapter 30-47 (b) (3) ordinance on first reading.

CITY COMMISSION REPORTS

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

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY COMMISSION

ADJOURNMENT

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

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

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

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

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

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

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

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

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

CITY OF DELAND
Request for Commission Action
January 5, 2026

SUBJECT: Presentation of Employee Years of Service Award and Retirement Resolution No.2026-01, for Irvin Bletcher.

DEPARTMENT: Human Resources

PREPARED BY: Jeremy Wiggins, HR Director

ATTACHMENTS: Retirement Resolution - Irvin Bletcher

APPROVED BY: Michael Pleus, City Manager, December 30, 2025

SUMMARY/HIGHLIGHT:

The City of DeLand is proud to recognize employees who have reached significant career milestones and their dedicated service to the City of DeLand and its citizens. It is because of their commitment to serving our community that DeLand continues to be a great place to live and work. For these employees, their years of service are accomplishment the City is proud to celebrate, and to extend its gratitude for their exceptional dedication. In addition, the City is proud to celebrate those dedicated employees as they transition into retirement after their many years of service, with heartfelt thanks and gratitude.

30 Years of Service and Retirement

Irvin Bletcher, Utilities Wastewater Collection Technician II

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended the City Commission present the service award.

BACKGROUND/DISCUSSION:

N/A



The CITY OF DELAND

Volusia County, Florida

RESOLUTION NO. 2026 - 01

A RESOLUTION OF APPRECIATION AND RECOGNITION BY THE CITY COMMISSION OF THE CITY OF DELAND, FLORIDA, TO IRVIN BLETCHER UPON HIS RETIREMENT AFTER THIRTY YEARS OF SERVICE TO THE CITY OF DELAND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, upon the occasion of Irvin Bletchers' retirement from the City of DeLand effective December 31st, 2025 this Resolution is awarded as a testimonial of his loyal and dedicated service to the City of DeLand for the past thirty years; and

WHEREAS, Irvin Bletcher began his employment with the City of DeLand on December 18, 1995 as a Maintenance Worker I in Department 4205 in the Utilities Department, on November 1, 2000 he was transferred to department 4206 in the Utilities Department. Irvin was then promoted in 2002 to a Maintenance Worker II and then in 2010 he was transferred to Department 4210 in the Utilities Department. On September 28, 2018 Irvin was promoted to Utility Tech 2 and is where he has remained ever since; and

WHEREAS, Irvin Bletcher has continuously been an exceptional employee who has demonstrated his professionalism in many ways and is a man who adheres to his principles. He has continuously been a team player and has been willing to do anything that he has been tasked to do, without reservation. His dedication to the job, his leadership and advise, his exceptional work ethic, his organizational skills and his ability to complete projects he starts in a timely manner are indisputable evidence of his dedication and has been much appreciated by his colleagues at the city; and

WHEREAS, Irvin Bletcher has always been willing to share his vast knowledge and experience with his staff and fellow employees. He has spent many long days and nights and weekends on emergency issues to help address wastewater service connections and repairs, force main repairs, assist with replacement lift station installs, televising system, cleaning with sewer jet and assisting on large jobs at the wastewater plant. He has always been active in any emergency staffing during hurricanes and recovery events without any complaints.

WHEREAS, Irvin Bletcher was extremely well liked by his fellow workers and supervisors. Irvin's initiative, professionalism, can do attitude, exceptional knowledge, and ability reflect great credit upon himself and he will be genuinely missed by the Utilities Department.

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

Section 1. That the City Commission of the City of DeLand does hereby honor Irvin Bletcher for his 30 years of service to the City and for the faithful, diligent and responsible manner in which he performed his duties.

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

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

PASSED AND DULY ADOPTED this 5th day of January 2026.

Christopher M. Cloudman, Mayor - Commissioner

Attest:

Julia Hewitt, Interim, City Clerk



Proclamation

Whereas, Martin Luther King was born on January 15, 1929, and lived his life promoting peace, freedom, equality, and justice for all through non-violent means, becoming one of the outstanding civil rights leaders of our time; and

Whereas, Dr. Martin Luther King, Jr. inspired millions of Americans to participate in non-violent protest to support the ideals of equality for all and inspired citizens to serve their neighbors and communities. He was a motivating force behind a civil rights movement that had as its goal the creation of a society tolerant of all races, cultures and nationalities; and

Whereas, this holiday is the only federal holiday commemorated as a national day of service, and offers an opportunity for Americans to make an ongoing commitment to service throughout the year; and

Whereas, the celebration of Dr. King's birthday is intended as a time for all Americans to reaffirm their commitment to the basic principles that underlie our Constitution – equality and justice for all; and

Whereas, as we honor and celebrate this man's extraordinary life, we remain committed to promoting equality and freedom through service to our community; and

Whereas, the ideals of Dr. Martin Luther King, Jr. and the City of DeLand's commitment to human rights are worthy of reflection and serve as a reminder that improving the quality of life for all members of society is the responsibility of every member of our community.

Now, therefore, I, Christopher M. Cloudman, Mayor of the City of DeLand, do hereby proclaim, Monday, January 19, 2026 as:

Dr. Martin Luther King, Jr. Day

in the City of DeLand, as a memorial to this apostle of non-violence in the crusade for human rights. I urge all residents to join me in rededicating ourselves to the principles of human rights, justice and equality for all and to service to our community.

Done and proclaimed this 5th day of January 2026.

Christopher M. Cloudman, Mayor

Attest

Julia Hewitt, Interim City Clerk

CITY OF DELAND
Request for Commission Action
January 5, 2026

SUBJECT: Resolution Approving Sole Source Purchase Agreement for Sewage Pumping Stations.

DEPARTMENT: Utilities

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

ATTACHMENTS: Resolution , Smith Loveless Purchase Agreement 2025

APPROVED BY: Michael Pleus, City Manager, December 30, 2025

SUMMARY/HIGHLIGHT:

The City of DeLand currently operates one hundred and forty-seven (147) sewage lift stations throughout the DeLand Utility Service Area. Approximately four additional stations are dedicated to the city by developers each year. Due to the need to standardize equipment for maintenance purposes, the city has accepted only Smith & Loveless sewage lift stations from developers and uses this equipment exclusively to replace existing lift stations which are no longer in good working order after twenty-five years or need to be up-sized.

For many years, the city has purchased replacement pump stations using a purchase agreement with Smith & Loveless Inc., the most recent of which will expire on December 31, 2025. This relationship has been beneficial to the City in terms of favorable pricing and ability to quickly procure these stations. The city was able to expedite replacement of stations that were damaged by the hurricanes and subsequent tornadoes, cutting the delivery time to a shorter period.

This purchase agreement will be the sixth executed five-year contract between the City and Smith & Loveless Inc. Staff this year negotiated with the local representative, Hydra Services, Inc., and the Smith & Loveless main headquarters, resulting in the subject proposal. The proposed purchase agreement provides a menu of prices for various size lift stations which can be used to purchase this equipment for a period of five years. Purchase prices are good through December 31, 2030. Staff would also like to point out that allowing this annual fixed rate multiplier increase over the term of the contract will help us avoid a larger increase at the end of contract for the next five years if we wish to continue this arrangement in the future. This rate remains the same as what the city has used for purchases over the last ten years and is favorable to the city.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

High Value Government.

FISCAL IMPACT:

The purchase agreement shows a price increase of approximately twenty-one percent over the previous (2021) stated price sheet agreement. This increase also includes the cost of additional upgrades, e.g. a stainless-steel baseplate, stainless steel hardware for suction and discharge, stainless steel hinges, and a neutral bar installed below main breakers which have been added to the base cost to reflect the add-ons that the city is currently purchasing. Execution of this agreement will not directly cause immediate fiscal impact. The city does budget

each fiscal year; however, to purchase lift stations to replace units that are no longer in good working order or that have become undersized.

RECOMMENDATION:

It is recommended that the City Commission approve the attached five-year Sole Source Resolution and the Agreement for Supply of Sewage Pumping stations with Smith & Loveless, Inc. effective January 1, 2026.

BACKGROUND/DISCUSSION:

This purchase agreement does not include remote telemetry units, generators, or electrical transfer switch panels customarily installed at new lift stations. This equipment would be procured from other vendors as appropriate.

RESOLUTION NO. 2026 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
AUTHORIZING A SOLE SOURCE PURCHASE OF SEWAGE PUMPING
STATIONS FROM SMITH & LOVELESS INC.; AND PROVIDING FOR
AN EFFECTIVE DATE.**

WHEREAS, the City Commission has determined that there is legitimate need to maintain the standardization of equipment operated and maintained at the City's existing lift stations and any future lift stations dedicated to the City by developers, and that proper, reliable and efficient operation of these pumps affects the health, safety and welfare of the citizens of the City of DeLand; and

WHEREAS, the Utilities Director has informed the City Commission that, to the best of his knowledge, there are no other suppliers of the City's sewage pumping stations available for shipment from vendors in the Florida area and that Smith and Loveless, Inc., is the only known authorized supplier that has these units.

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

Section 1. The City Commission hereby authorizes the sole source purchase of sewage pumping stations from Smith and Loveless, Inc., that the purchase of the items from any other vendor is not possible and that these findings support a sole source purchase without competitive bidding.

Section 2. The City Commission authorizes the execution of the purchase agreement (attached hereto) from Smith and Loveless, Inc., for sewage pumping stations, for a period of five years.

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

PASSED AND DULY ADOPTED this 5th day of January, 2026.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julia M. Hewitt
Interim City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney



Smith & Loveless, Inc.

14040 Santa Fe Trail Drive
Lenexa, Kansas 66215
913/888-5201

PURCHASE AGREEMENT

For the purpose of recording an understanding between the City of DeLand, Florida, and **SMITH & LOVELESS®** (a Kansas Corporation), the following is submitted for record.

The City of DeLand, Florida, agrees to purchase from Smith & Loveless, Inc., 14040 Santa Fe Trail Drive, Lenexa, KS 66215, so much of, as the City of DeLand, in its sole and absolute discretion, determines to be in the best interests of the City of DeLand, its requirements for wastewater pumping stations for the next five (5) years, beginning from the date of this Agreement, January 1, 2026. Individual purchases to be by purchase order or Smith & Loveless, Inc. sales agreement at the City of DeLand's option.

In return, Smith & Loveless, Inc. agrees to honor prices for these stations, as described, attached hereto, and to hold the prices reflected on Exhibit 1 and Exhibit 2 throughout this (5) year period, subject only to the escalation factors reflected on the attached.

For purposes of validation of this Agreement, the following signatures, representing both parties, are affixed below:

SMITH & LOVELESS, INC.

William Flores
VP, Municipal Systems

Witness

Date

CITY OF DELAND, FLORIDA

Authorized Signature

Witness

Date



Smith & Loveless, Inc.

14040 Santa Fe Trail Drive
Lenexa, Kansas 66215
913/888-5201

January 1, 2026

City of DeLand Specifications

Duplex above grade Smith & Loveless (S&L) **EVERLAST™** factory-built, automatic pumping station shall be complete with all needed equipment, factory-installed on a welded steel base with fiberglass cover.

The principal items of equipment shall include two vertical, close-coupled, motor driven, vacuum primed, 4" or 6" non-clog S&L pumps; valves; internal piping; central control panel with relay logic circuits to control the operation of the pumps, circuit breakers; motor starters; condensate heater; ventilating blower; priming pumps with **WAVE START®** pump prime detection system and appurtenances; and all internal wiring. Freight and one day start up supervision are included. Additional specials are listed below:

1. High Water Alarm Sensor with a set of dry contacts for remote indication (Normally Open contacts 4L291A).
2. Four (4) spare terminal blocks for two (2) customer-supplied dry contacts.
3. Individual running time meters.
4. Compound pressure gauge for each pump (Protected).
5. Cutler Hammer NEMA rated motor starters.
6. DURO-LAST™ SS Baseplate.
7. Electrical supply to be 3/60/230 volt (If 460V and 208V, consult factory).
8. Stainless steel nuts and bolts for the dresser coupling and suction piping
9. Stainless steel hinges.
10. Auxiliary conduit to be 1".
11. Neutral bar below the motor breakers.
12. Solenoid valves to be Parker brand, 125 psi rated, 3-way (1L406G).

13. All float switches to be normally open.
14. When applicable and S&L is furnishing increasers on the suction and/or discharge, increasers must be epoxy lined.
15. Super duty Motors.
16. Panels to be UL Labeled.
17. Delete check valve MultiSensor switches.
18. Vacuum pumps to have 120 volt Twist Lock plug and connectors.

Pricing Formula – Deland. FL Contract

January 1, 2026

The pricing in this agreement and as shown in the attached exhibits reflect pricing generated for January 1, 2026 and firm until December 31, 2030. Effective January 1, 2026 and for each consecutive year thereafter until the fifth and final year of the original contract and ending December 31, 2030, a fixed rate of 1.25% per quarter shall apply and compounded each consecutive quarter. Should any one quarter experience an increase in the cost of goods in excess of 3%, any increase above 3% will be passed on to the Purchaser.

Exhibit 2 will illustrate the effective multiplier to the Exhibit 1 pricing structure based on the Quarter and contract year.

Any additional accessories or changes required for specific applications shall be made available at current fair market value. Pricing chart shown in Exhibit 1 in this agreement is also subject to renegotiations should any changes to the standard scope of supply occur.

Prices in these exhibits reflects new and complete equipment pump stations. It does not include retrofit parts, general parts or other independent services and materials.

Exhibit 2

City of Deland, Florida

Five Year Contract

Contract Year	Multiplier (From 2026 base year)
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2026	First Quarter	1.0000
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	Second quarter	1.0125
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	Third Quarter	1.0252
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	Fourth Quarter	1.0381
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2027	First Quarter	1.0511
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	Second Quarter	1.0643
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	Third Quarter	1.0776
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	Fourth Quarter	1.0911
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2028	First Quarter	1.1048
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	Second Quarter	1.1187
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	Third Quarter	1.1327
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	Fourth Quarter	1.1496
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2029	First Quarter	1.1612
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	Second Quarter	1.1757
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	Third Quarter	1.1904
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	Fourth Quarter	1.2053
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2030	First Quarter	1.2204
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	Second Quarter	1.2356
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	Third Quarter	1.2511
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	Fourth Quarter	1.2667
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2031	New contract year.
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- Should any one quarter experience an increase in the cost of goods of 3%, any increase above 3% will be passed on to the purchaser.

Exhibit #1

Pump	HP	RPM	Piping	Total Sale Price	Add for X-Peller Impeller	Add for Rapid-Jack Check Valves
4B2B*1,4B2D*1	3	1170	4"	\$ 85,464	\$511	\$1,390
4B2B*1,4B2D*1	5	1170	4"	\$ 86,774	\$511	\$1,390
4B2B*1,4B2D*1	7.5	1170	4"	\$ 91,610	\$511	\$1,390
4B2B*1,4B2D*1	5	1760	4"	\$ 84,013	\$511	\$1,390
4B2B*1,4B2D*1	7.5	1760	4"	\$ 90,694	\$511	\$1,390
4B2B*1,4B2D*1	10	1760	4"	\$ 90,392	\$511	\$1,390
4B2B*1,4B2D*1	15	1760	4"	\$ 92,422	\$511	\$1,390
4B2B*1,4B2D*1	20	1760	4"	\$ 103,641	\$511	\$1,390
4B2B*1,4B2D*1	3	1170	6"	\$ 97,567	\$511	\$1,480
4B2B*1,4B2D*1	5	1170	6"	\$ 98,876	\$511	\$1,480
4B2B*1,4B2D*1	7.5	1170	6"	\$ 103,711	\$511	\$1,480
4B2B*1,4B2D*1	5	1760	6"	\$ 96,114	\$511	\$1,480
4B2B*1,4B2D*1	7.5	1760	6"	\$ 102,796	\$511	\$1,480
4B2B*1,4B2D*1	10	1760	6"	\$ 102,494	\$511	\$1,480
4B2B*1,4B2D*1	15	1760	6"	\$ 104,525	\$511	\$1,480
4B2B*1,4B2D*1	20	1760	6"	\$ 115,743	\$511	\$1,480
4B3B*1	3	1170	4"	\$ 89,608	\$685	\$1,390
4B3B*1	5	1170	4"	\$ 90,917	\$685	\$1,390
4B3B*1	7.5	1170	4"	\$ 95,752	\$685	\$1,390
4B3B*1	10	1170	4"	\$ 98,202	\$685	\$1,390
4B3B*1	10	1760	4"	\$ 94,536	\$685	\$1,390
4B3B*1	15	1760	4"	\$ 96,566	\$685	\$1,390
4C3B*1	20	1760	4"	\$ 107,795	\$685	\$1,390
4C3B*1	25	1760	4"	\$ 108,428	\$685	\$1,390
4B3B*1	3	1170	6"	\$ 99,549	\$685	\$1,480
4B3B*1	5	1170	6"	\$ 100,860	\$685	\$1,480
4B3B*1	7.5	1170	6"	\$ 105,695	\$685	\$1,480
4B3B*1	10	1170	6"	\$ 108,145	\$685	\$1,480
4C3B*1	15	1170	6"	\$ 118,727	\$685	\$1,480
4B3B*1	10	1760	6"	\$ 104,478	\$685	\$1,480
4B3B*1	15	1760	6"	\$ 106,509	\$685	\$1,480
4C3B*1	20	1760	6"	\$ 117,736	\$685	\$1,480
4C3B*1	25	1760	6"	\$ 118,371	\$685	\$1,480
4C3B*1	30	1760	6"	\$ 122,444	\$685	\$1,480
6B3B	7.5	1170	6"	\$ 104,780	\$885	\$1,480
6B3B	10	1170	6"	\$ 107,229	\$885	\$1,480
6C3B	15	1170	6"	\$ 117,811	\$885	\$1,480
6C3B	20	1760	6"	\$ 117,113	\$885	\$1,480
6C3B	25	1760	6"	\$ 117,746	\$885	\$1,480
6C3B	30	1760	6"	\$ 121,819	\$885	\$1,480
6B3B	7.5	1170	8" x6"x8"	\$ 110,773	\$885	\$1,480
6B3B	10	1170	8" x6"x8"	\$ 118,592	\$885	\$1,480
6C3B	15	1170	8" x6"x8"	\$ 129,174	\$885	\$1,480
6C3B	20	1760	8" x6"x8"	\$ 128,476	\$885	\$1,480
6C3B	25	1760	8" x6"x8"	\$ 129,110	\$885	\$1,480
6C3B	30	1760	8" x6"x8"	\$ 133,182	\$885	\$1,480

CITY OF DELAND
Request for Commission Action
January 5, 2026

SUBJECT: Consideration re Change Order #1, Novatime Upgrade to UKG Web-Based Time and Attendance System.

DEPARTMENT: Information Technology

PREPARED BY: Alberto Cirelli, IT Director

ATTACHMENTS: City of Deland-Andrews Technology Order Form-InTouch DX Clocks - HID and Biometric Change Order_20251210_FullDocument, Andrews-CO1_7425.00, AndrewsTech-67126.50Invoice, Andrews-Resolution, over-budget-request-form

APPROVED BY: Michael Pleus, City Manager, December 29, 2025

SUMMARY/HIGHLIGHT:

In January 2025, the City Commission approved a resolution authorizing a five-year contract to upgrade the City's timekeeping system from Novatime to UKG, including the purchase of new time clocks. During the implementation of the system, it was determined that the initially provided time clock model lacks RFID (Radio Frequency Identification) proximity card reader. As a result, the City is replacing the incorrect model with a time clock that includes the necessary functionality.

To facilitate this replacement, Change Order No. 1, in the amount of \$7,425.00, has been requested and requires City Commission approval. A revised quote reflecting the required equipment for the implementation has been obtained and is attached for review.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Approval of Change Order No. 1 will result in an additional expenditure of \$7,425.00 for the replacement of the time clocks to include the required additional features. Sufficient funds are available in the Equipment Maintenance line item in the FY 2025/2026 budget and will be allocated to the previously approved capital request.

RECOMMENDATION:

Staff recommends that the City Commission approve Change Order No. 1 to approve the purchase of the new time clocks for the UKG rollout to be completed.

BACKGROUND/DISCUSSION:

N/A



Andrews Technology HMS, Inc.

1213 Culbreth Drive

Wilmington, NC 28405

sales@andrewstechnology.net

(800) 319-8096 Fax: (516) 674-8119



VENDOR HOSTED ORDER FORM

Invoice To:	City of Deland	Hosted By:	Vendor
Ship To:	TBD	Terms:	5 Year Term
Account Executive:	Jamie Blundell		100% Due Upon Execution
Qty	Description	Item	Total
	UKG Web-Based Time & Attendance System		
15	InTouch DX HID & Biometric Terminal	\$3,390	\$50,850
15	InTouch DX Credit (Barcode Credit)	-\$2,895	-\$43,425.00
	Annual Hardware Maintenance		Replacement
	Sales Tax		TBD
	12 Month Deposit Total		\$7,425.00

Alberto Cirelli

AV

IT Director

12/10/2025

Customer Authorization

Title

Date

Andrews Technology HMS, Inc.

Title

Date

City of Deland-Andrews Technology Order Form-InTouch DX Clocks - HID and Biometric Change Order

Created:	12/08/2025
Status:	Signed
Transaction ID:	5d8d66d1-b2fd-4928-a2dd-343a73b3c156

"City of Deland-Andrews Technology Order Form-InTouch DX Clocks - HID and Biometric Change Order" history

-  Leslie Kirkpatrick created the document
12/08/2025 6:54:22 PM GMT - IP address 159.112.197.228:54912
-  Document was emailed to Alberto Cirelli
12/08/2025 6:54:23 PM GMT
-  Alberto Cirelli opened the document
12/08/2025 8:37:24 PM GMT - IP address 159.112.197.228:61731
-  Alberto Cirelli signed the document
12/10/2025 2:20:35 PM GMT - IP address 159.112.197.228:63479
-  Document was successfully signed and filed
12/10/2025 2:20:35 PM GMT

CITY OF DeLAND CHANGE ORDER			
DATE:	12-8-2025	RCA: Yes ___ No ___ (if yes attach document)	CHANGE ORDER#: 1
PROJECT NAME/PO#:			
CHANGE ORDER INITIATED BY:		Leslie Kirkpatrick	
		(Name, Title, Firm)	
DESCRIPTION OF CHANGE:		incorrect timeclocks shipped	
REASON FOR CHANGE:		incorrect timeclocks shipped	
Breakdown of proposed Change and Basis for Payment (Attach pertinent drawings and specifications, where necessary.)			
Item and Description	Qty. & Unit	Unit Price	Contract Price
UKG Web-Based Time & Attendance System	15	\$495.00	\$7,425.00
Change Order Total (Addition) or (Reduction):			
Original Contract	\$67,126.50	+ Previous C.O.'s	\$7,425.00 = Revised Contract: \$74,551.50
Proposed Revised Contract Price (with Change Order):			
<u>Budgeted Item</u> Y ☐ N ☒			
Additional Appropriation of Funds, if required, are to be provided in the following manner:			
Please remove funds from 001-0110-546-400, line 155 of the 25-26FY Budget			
Additional Contract Time Required By Change:		Revised Completion Date:	
Calendar Days			
This Change Is Acceptable To:		(Contractor)	

Andrews Technology HMS, Inc.
Suite #126
1213 Culbreth Dr.
Wilmington, NC 28405



Invoice

Date	Invoice #
7/1/2025	DLND121

Bill To
City of Deland IT Dept. 120 S. Florida Av. DeLand, Fl. 32720

Ship To

P.O. No.	Terms
	Due on receipt

Description	Qty	Rate	Amount
UKG Web-Based Time & Attendance System 5 Year Term Software Billed Annually Maintenance Billed Annually Service Dates Through 2/2028			
UKG Web-Based Time & Attendance Software (550 ee @ \$3.00 = \$1,650.00/month)	12	1,650.00	19,800.00T
Supervisor Module: (140 ee @ \$5.00/month = \$700.00)	12	700.00	8,400.00T
UKG Migration Promotion: Software License Discount		-2,820.00	-2,820.00
Leave of Absence Module (FMLA Case Tracking) (550 ee @ \$1.00/month = \$550.00)	12	550.00	6,600.00T
Time Data Import Module (550 ee @ \$0.60/month = \$330.00)	12	330.00	3,960.00T
Single Sign On (550 ee @ \$0.50/month = \$275.00)	12	275.00	3,300.00T
Novatime Annual Bill Credit		-34,686.00	-34,686.00
1 InTouch DX Biometric Terminal	15	2,895.00	43,425.00T
Implementation	1	20,925.00	20,925.00T
UKG Migration Promotion: Software Implementation Discount (30% Off)		-6,277.50	-6,277.50T
Hardware Programming	1	4,500.00	4,500.00T
Annual Software & Hardware Maintenance (\$3,892.00) Paid Through 3/1/2025			

Phone #	E-Mail
(888) 357-7299	kate@andrewstechnology.com

Sales Tax (0.0%)	\$0.00
Payments/Credits	\$0.00
Balance Due	\$67,126.50

RESOLUTION NO. 2025 - 01

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
AUTHORIZING ANDREWS TECHNOLOGY AS A SINGLE SOURCE
VENDOR OF NOVATIME SOFTWARE; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, The City of DeLand currently utilizes the software called Novatime, which is distributed and serviced by Andrews Technology, in order to process and operate payroll functions (timecard, vacation leave, sick leave, etc.); and

WHEREAS, the Novatime software has been purchased by a company called UKG which will discontinue the current Novatime software and related hardware and will replace it with upgraded software and hardware which is very compatible to the existing Novatime software; and

WHEREAS, the City's information technology director has informed the City Commission that the new software and hardware is only available from our existing vendor, Andrews Technology, and is considered a sole source because this software and related hardware is the only platform that will integrate seamlessly with the city's existing infrastructure and which will not require city staff to be retrained in order to transition to a new platform.

**NOW, THEREFORE, IT IS RESOLVED BY THE COMMISSION OF THE CITY
OF DELAND, FLORIDA, AS FOLLOWS:**

Section 1. The City Commission hereby authorizes the purchase of the UKG software and hardware from Andrews Technology as a single-source vendor, in accordance with the purchase agreement and order form attached hereto.

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

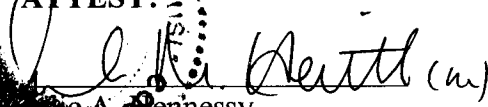
PASSED AND DULY ADOPTED this 6th day of January, 2025.



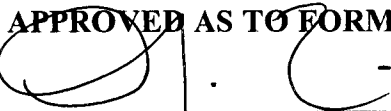
Christopher M. Cloudman
Mayor-Commissioner

ATTEST:




A. O'Grady
Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:



Darren J. Elkind
City Attorney

ANDREWS TECHNOLOGY
UKG TIME & ATTENDANCE PROJECT
Statement of Work

Prepared for City of Deland
December 3 2024

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Andrews Technology - Overall Statement of Responsibility

Andrews Technology has **complete responsibility** for the following:

- Delivery of System as described on the Andrews Technology UKG Order Form
- Installation of UKG Web Based Software on UKG Servers
- Configuration of Software
- Rules Questionnaire Assistance
- Employee File Creation Assistance
- Installation of Rules and Employee File
- Installation of BS&A Interface
- Unlimited Training of all Administrators and Supervisors
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period(s)
- Unparalleled Customer Satisfaction During all of the Above
- Ongoing System Maintenance (see "Maintenance Agreement – Exhibit B")
 - Includes all software licenses and time clocks shown on the Andrews Technology Purchase Order Form –(See Exhibit A).

Andrews Technology **Master Customer Agreement**

This Master Customer Agreement (called the "Agreement") and its applicable Transaction Documents along with the above Description of Responsibilities and Exhibits are the complete Agreement regarding the products and services provided by Andrews Technology to the City of Deland.

Definitions

Transaction Document is any document including, but not limited to the: "Master Customer Agreement"; "Statement of Work"; "Project Plan"; "Payment Schedule" and "Maintenance Agreement" that requires execution to be effective.

Change Order is a document completed by both of us that authorizes a change to a Transaction Document or Statement of Work.

Discovery is a process performed to define a Statement of Work.

Deliverable is any item, specified in a Transaction Document or Statement of Work, which we provide (Software, Hardware, Documentation, Training, Reports or Materials, Etc.).

Materials are work products such as programs, program listings, programming tools, documentation, reports, and drawings. The term "Materials" does not include Program Products, but does include modifications of a Program Product.

Product is a machine, its features, elements, cables, or accessories, or any combination thereof or a program product. The term "Product" includes the documentation required to install, support, use, and maintain the product.

Program Product is a commercially available software product and the documentation required to install, support, use, and maintain it. City of Deland is the licensee (Andrews Technology is not the licensee.).

Services are technical work that we perform to complete a Statement of Work or the delivery of customer offerings. Deliverables may result from such work.

Statement of Work is a detailed list of tasks to be performed during the implementation of a project.

Changes to the Master Agreement, Project Plan or Statement of Work: Any modification of the above including, but not limited to, additional project phases, changes in system design or timeline, after execution below, will be considered a change in the agreement. Any such change may only be modified by a Change Order, which both of us must sign prior to performed services. Any such changes may affect the estimated schedule, payments, and other terms.

Our Relationship

Mutual Responsibilities: Each of us agrees that under this Agreement:

- All information exchanged is non-confidential. If either of us requires the exchange of confidential information, it will be done under a signed Non-Disclosure Agreement;
- Each will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations;
- Neither of us will bring a legal action against the other more than two years after the cause of action arose.

Your other responsibilities: You agree to do the following:

- To not assign or otherwise transfer, this Agreement, without our prior written consent;
- To provide us with sufficient, free and safe access to your facilities for us to fulfill our obligations; and

To not disclose the terms of this Agreement without our prior written consent.

License Terms

Customer agrees to comply, in all material respects, with the following terms and conditions:

1. to operate and process the Software and use the Service for its own internal business purposes only, without the right to further sublicense;
2. not to decompile, disassemble or reverse engineer the Software;
3. that the license to use the Software and the Service is limited based upon authorized Usage;
4. not permit use of the Software or the Service (including timesharing or networking use) by any third party;
5. not remove the Equipment from the place of original installation without the Company's prior written consent nor sell or encumber the Equipment;
6. to grant permission to combine Customer's business data with that of other customers in a manner that does not identify the Customer or any individual in order to evaluate and improve the services offered to customers;
7. that the sublicense agreement inures to the benefit of the licensors of software and other applications, and that such licensors may directly enforce the terms of the sublicense agreement in order to protect their interests in the Software and the Service.
8. to take all reasonable steps to ensure that no unauthorized persons have access to the Service, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement;

9. to ensure that the Customer has the right to publish and disclose the data and other content Customer includes in the Service, and that the Content will not (i) infringe or violate any third-party right, including (but not limited to) intellectual property, privacy, or publicity rights; (ii) be abusive, profane, or offensive to a reasonable person; or (iii) be hateful or threatening;
10. that Customer shall not (i) use, or allow the use of, the Service or the Content in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (ii) introduce into the Service any virus or other code or routine intended to disrupt or damage the Service, or alter, damage, delete, retrieve, or record information about the Service or its users; (iii) excessively overload the systems used to provide the Service; (iv) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan (including without limitation the use any tool designed to automatically emulate the actions of a human user in connection with such testing); or (v) otherwise act in a fraudulent, malicious or negligent manner when using the Service;
11. to comply with the minimum security requirements for using the Service as reasonably determined by Company;
12. that when using and applying the information generated by the Services, Customer is responsible for ensuring that Customer complies with the applicable requirements of federal and state law; that if Customer is using any payroll service hereunder: (i) Customer is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using such Service, (ii) using such Service does not release Customer of any professional obligation concerning the preparation and review of such reports and documents, (iii) Customer does not rely upon the Service provider or its third party licensor(s) for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Customer will review any calculations made by using such Service to satisfy itself that those calculations are correct.
13. that Customer will acknowledge and agree that no person nor entity not a party to this Agreement will be a third party beneficiary of any provision of this Agreement and, by way of further clarification, none of its employees or other personnel is an intended beneficiary with respect to the payroll or other services provided in connection with the Service or Software; and

14. that Customer will acknowledge and agree that use of the Service includes the ability to enter into agreements and/or to make transactions electronically. As such, the following provision will be included in Partner's agreement with the Customer: "Use of the Service includes the ability to enter into agreements and/or to make transactions electronically. CUSTOMER ACKNOWLEDGES THAT WHEN IT INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY, THAT ACCEPTANCE WILL CONSTITUTE ITS LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CUSTOMER INTENDS TO BE BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CUSTOMER ENTERS INTO THROUGH THE SERVICE, SUCH AS ORDERS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION.

Personnel

Each of us will authorize a person to represent us in all matters concerning this Agreement. These representatives will be available throughout the term of this Agreement. Each of us will 1) address all notices to the other's representative and 2) promptly notify the other in writing if this person is replaced.

You agree to not hire or attempt to hire any Andrews Technology employee on either a temporary or permanent basis, either directly or through a third party, without the express written consent of Andrews Technology.

Ownership and Proprietary Rights

Notwithstanding anything to the contrary stated herein, no transfer is made to Customer of any ownership to or proprietary rights in the Licensed Products, software programs, software interfaces and Documentation, and all copies of the Licensed Products, software programs, software interfaces and Documentation, including modifications by Andrews Technology contained in customized versions and related software. Customer shall NOT have any right to copy any Licensed Products, software programs, software interfaces and Documentation for use, sale, sublicensing, distribution or any other purpose.

Compliance with Laws

You agree to comply, and assist us in complying, with all applicable 1) Federal, State, and local laws and regulations and 2) building codes, ordinances, and standards.

Prices, Payment, and Taxes

You will pay to Andrews Technology the price reflected in City of Deland Response Form. Payment is due on the dates agreed. Annual Maintenance after year one will be billed directly from Andrews Technology to the City of Deland.

Charges for services outside of the scope of the Customer Master Agreement; Project Plan and Statement of Work are billed at a rate of \$225/hour including travel. Our payment terms are Net 30.

You agree to pay all transportation charges as required by the project and mutually agreed upon for the shipment of Equipment and Program Products (if applicable) to the location you specify.

Occasionally a manufacturer will charge us "rework" charges if a configuration is changed after a certain point in the manufacturing cycle. We will make every effort to avoid rework

charges on your behalf. If rework charges are incurred due to configuration changes requested by you, these charges will be passed on to you. You will be notified in advance of such charges.

Confidentiality

Andrews Technology will maintain the confidentiality of any information received throughout this project. This includes any confidential employee information. Upon termination Andrews Technology will return any confidential information at the request of the Customer. Customer has the responsibility of extracting any data from the system prior to the termination date. After the termination date access to the database will no longer be granted.

Termination

We may terminate this agreement or associated document for non-payment upon providing thirty days written notice. Otherwise, a Statement of Work terminates when our obligations under it are met.

You may terminate this Agreement effective upon the completion of the Statement of Work.

Customer may terminate the agreement if it does not appropriate funding to continue the use of UKG, or related services. To so terminate, Customer must give Andrews Technology written notice of the non-appropriation at least 30 days before the next annual billing following the non-appropriation. Customer may also terminate for cause. Andrews Technology will be provided a 30 day cure period to resolve any identified issues to prevent the termination.

Any terms of this Agreement, which by their nature extend beyond its termination, remain in effect until fulfilled, and apply to respective successors and assignees.

Electronic Communications

Each of us may communicate with the other by electronic means. Each of us agrees that email and respective attachments when accepted by return email are binding.

Governing Law

The laws of the State of Florida govern this Agreement. Any legal action brought under this agreement shall be brought only in the State of Florida.

Agreed to: City of Deland

By: 

Authorized signature

CHRISTOPHER CROWMAN

Name (type or print):

MAYOR

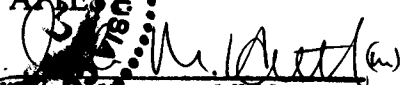
Title

10/9/2025

Date:

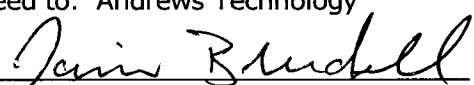
City of Deland

ATTEST


Michael J. Kennedy, MMC
City Clerk - Auditor

01-06-25

Agreed to: Andrews Technology

By: 

Authorized signature

JAMIE BLUNDELL

Name (type or print):

PRESIDENT

Title

12/3/24

Date:

Andrews Technology

STATEMENT OF WORK

ANDREWS TECHNOLOGY – DELIVERABLES

As per the electronically attached "Order Form – Exhibit A", Andrews Technology has the following responsibilities throughout the three phased Project Plan as described above:

Software Phase

- Delivery of Software as described on Andrews Technology Purchase Order Form
- Installation of UKG Web Based Software on UKG Servers
- Configuration of Software
- Rules Questionnaire Assistance
- Employee File Creation Assistance
- Installation of Rules and Employee File
- Installation of BS&A Interface
- Unlimited Training of all Administrators and Supervisors Associated with Phase I
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

Hardware Phase – (InTouch DX Biometric)

- Delivery of Wall Mounted Hardware
- Installation of Hardware
- Unlimited Training of all Administrators and Supervisors Associated with Phase II
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

Go Live Phase

- Unlimited Training of all Administrators and Supervisors Associated with Phase III
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

Ongoing System Maintenance (see "Maintenance Agreement – Exhibit B")

- Includes all hardware and software listed on Andrews Technology Purchase Order Form(s)

Other Andrews Technology Installation Responsibilities

To ensure an optimally performing UKG System, Andrews Technology will perform the following:

- Provide a person who will function as the Project Manager, responsible for securing and scheduling resources for City of Deland.
- Verify that all hardware and technology readiness checks have been completed.
- If necessary, recommend a Network Readiness and Performance Assessment to ascertain what improvements are required to provide sufficient response time.
- Understand any other applications that will reside on the database server, and discuss any performance implications.
- Advise the customer of any conditions, which, in the opinion of Andrews Technology, will reduce the performance of the UKG System.
- Provide server configuration assistance as requested.

Customer Installation Responsibilities

- Schedule personnel for appropriate Andrews Technology training classes to be held at a central customer site or via the web.
- Unless otherwise specified on the order form, Customer is responsible for any ethernet cabling/jacks, phone lines, power and surge suppression at the terminal locations, unless otherwise noted.
- Provide a Customer Project Manager whose responsibilities include but are not limited to:
 - Participate in periodic meetings and status conference calls.
 - Review and approve all Project Plan Phases.
- Andrews Technology will need a completed pay rules questionnaire addressing specific pay policies, basic work rules and overtime limits. Andrews Technology must receive the completed document within three (3) weeks of scheduled installation date. The pay rules survey establishes the baseline rules used to initialize the UKG system. During the Implementation Phase you will have an opportunity to test your baseline rules.
- Provide Andrews Technology with payroll contact information for interfacing to the payroll system, if applicable.
- Work with your Andrews Technology project leader to verify communications to all terminals.

- Provide Andrews Technology access to the appropriate resources during all phases.
- Provide appropriate resources to test the UKG System to the System Specification.
- Sign-off that the Software Phase Responsibilities have been completed.
- Sign-off that the Hardware Phase Responsibilities have been completed. (If Applicable)
- Sign-off that the Go Live Phase Responsibilities have been completed.

Professional Services Overview

Payroll Rules Questionnaire:

The purpose of this document is to assist your payroll staff in defining the rules and regulations that govern your labor cost management requirements. This survey is also used as a guideline for Andrews Technology to custom configure your UKG system. Your staff members responsible for payroll and work regulations should complete this. Your Andrews Technology Representative will guide you through this survey and Andrews Technology technical staff members will answer any questions that you may have.

Employee File Creation:

City of Deland is responsible for the creation of an employee import file. The content of which will be discussed with your assigned Andrews Technology project leader.

Software Configuration and Programming

Once your Payroll Rules Questionnaire and Employee File are created, your UKG software will be configured to meet your specifications. During Phase I, test data will be entered and test reports will be generated and validated. This will be a thorough process. Modifications will be made as required.

Ethernet Cable/Phone Line Installation (Not Applicable)

City of Deland is responsible for the installation of all Ethernet cable and jacks and phone lines/jacks. Andrews Technology can assist you by providing information regarding the correct type of communications cable and proven installation techniques to insure error free transfer of punch data from the terminal to your UKG software. If POE is an identified requirement, Ethernet Jacks would not be necessary and Andrews Technology would design and implementation work accordingly.

Software Installation:

Communications will be tested between the server and terminal(s) after the customer installs the hardware.

Software Training:

The next aspect of the Implementation Phase of the project is the training of the key users and supervisors. Arrangements should be made to allow for uninterrupted training. This ensures that the quality of the training received is the highest possible. All training will be central site (at the customer's main office or via the web). City of Deland is responsible for notifying all attendees of their assigned class schedule. All software training for key users and supervisors is **unlimited** in availability. (See below for more information)

Hardware Trainer: Andrews Technology upon completion of software installation will train the customer's Installer as to how to install and program selected terminals. (Not Applicable)

Implementation Testing and Adjustments:

Once the hardware and software is installed, programming and configuration of the system will be tested and adjustments may be made. Any changes that need to be made which vary from the pay rules survey will be identified as a change order item and may be billed on a time and materials basis. It is highly recommended that City of Deland run a parallel test for one (1) to two (2) pay periods. This gives the UKG key users and supervisors time to familiarize themselves with the operation of the new software, as well as, develop new ways for management information review.

Interface Installation and Training:

The BS&A Payroll interface should be reviewed by the project leaders from both teams to determine if any modifications are required. The BS&A Payroll interface will be tested and is 100% guaranteed to work in accordance with the customer's application specifications.

Software Training Overview

Key User Training

Suggested Attendees: Payroll Manager, HR Manager, Supervisor/Administrative Assistant

Course Description – Initial Training For Key Users

This session will last for approximately six hours at your facility after the installation of the software. The class is intended to provide participants with an understanding of how to maintain employee records and schedules, setup supervisor's privileges and accounts, edit timesheets and process reports. This course also provides key users with an understanding of pay period operations that are necessary for keeping track of and managing employee time and labor data, as well as accessing and interpreting pay period based reports.

Course Description – Follow-up Training for Key Users

Following the initial training session and system installation, Andrews Technology support personnel will return for a second training session at your facility. This session will be for the previously trained employees and will last from two to four (2 to 4) hours. It will be a review of the first class; and an opportunity to answer any questions that have come up since the first training session. Additional classes are available at no additional charge.

Supervisor Training

Suggested Attendees: Supervisors and Supervisor Assistants

Course Description- Initial Supervisor Training

This course provides participants with an understanding of the daily operations that are necessary for keeping track of and managing employee time and labor data. This includes providing information needed to build and maintain individual and group schedules. Procedures will be covered for the standard client and the Supervisor and Employee Web Services. This training is available at the customer's central site or via the web. Class size should not exceed 12 students per class (maximum 2 hours per class). Supervisors are expected to train their employees on the use of Employee Web Services (if appropriate). Andrews Technology will train supervisors as to how to train their employees how to use biometric terminals. Andrews Technology has full responsibility for training employees on the use of all data collection technology (EWS/Swipe/Biometric).

Course Description – Follow-up Training for Supervisors

Following the initial training session and system installation, Andrews Technology support personnel will return for a second training session at your facility. This session will be a refresher for previously trained employees, and an introduction for supervisors not yet trained. The class will last from two to four hours. It will be a review of the first class; and an opportunity to answer any questions that have come up since the first training session. Additional classes are available at no charge. Our quote includes 24/7/365 support and unlimited onsite and webex training/support.

Statement Of Work Phase Completion Sign-Off

When a Phase is complete, a meeting of both implementation teams is held. At this meeting, the system is signed off as being complete for all areas of responsibility as addressed in the Statement of Work.

Software Phase Sign-Off

Agreed to: City of Deland

By: _____
Authorized signature

Name (type or print):

Title

Date: _____
City of Deland

Agreed to: Andrews Technology

By: _____
Authorized signature

Name (type or print):

Title

Date: _____
Andrews Technology

Hardware Phase Sign-Off

Agreed to: City of Deland

By: _____
Authorized signature

Name (type or print):

Title

Date: _____
City of Deland

Agreed to: Andrews Technology

By: _____
Authorized signature

Name (type or print):

Title

Date: _____
Andrews Technology

Go Live Phase Sign-Off

Agreed to: City of Deland

By: _____
Authorized signature

Name (type or print):

Title

Date: _____
City of Deland

Agreed to: Andrews Technology

By: _____
Authorized signature

Name (type or print):

Title

Date: _____
Andrews Technology

Exhibit B - Maintenance Agreement

Execution below entitles City of Deland (the "Customer") to full maintenance coverage provided by Andrews Technology ("Vendor") for the attached time and attendance system for five years from the date of execution below. This agreement is renewed automatically every five years unless advised by the Customer in writing no less than thirty days prior to the five year anniversary of the date of execution of this agreement.

Maintenance coverage is all inclusive and is described in more detail below:

- On-Site Maintenance includes the following features:
 - All technicians are dispatched locally
 - Service is available 24 hours-a-day; seven days-a-week.
 - Customer's assigned technical team can be reached directly by cell phone 24/7.
 - Toll-Free support is available as a back-up to direct contact with assigned technical team.
 - On-site support is available.
 - Machine replacement is next day provided call received prior to 2:00pm.
 - Parts replacement is next day provided call is received prior to 2:00pm as mentioned above.
 - Customer is responsible for annually completing brief "Customer Satisfaction Survey" to determine assigned technician's performance regarding above standards.
- Hardware depot maintenance. Vendor will overnight the customer a replacement device. The Customer is responsible for sending the failing device back to the Vendor.
- Labor
- Hardware upgrades
- Software upgrades
- Toll-free online support
- On-line support

If the customer elects not to execute this document, and therefore be covered on a time and materials basis, the customer is responsible for all machine and parts replacements. The Vendor's hourly rate for service, including travel, is \$225 per hour (two hour minimum). Hardware and software upgrades are chargeable to the Customer when not covered under maintenance contract.

Maintenance Terms

WARRANTEE: Vendor warrants the listed products to be free from defects in material and workmanship, and perform in material respects in accordance with the system specifications (or equivalent) document under normal use for the Warranty Period of 90 days. The term of this agreement will begin after the expiration of the warranty, run for a term of five years from such date, and continue for subsequent five-year terms thereafter until terminated. After the first 5 year term, maintenance will be billed at the applicable rate at that time.

MAINTENANCE COVERAGE: Five years of software and equipment support for the products listed above will be provided by Vendor to maintain proper functioning of the entire system and the replacement of malfunctioning devices. This signed agreement provides unlimited remote telephone and/or internet support, covering any questions with the configuration or operation of the system. Software updates or patches of the installed version will be provided on a need, or request, basis at no additional charge.

SUPPORT TERMS: Support is available twenty-four hours a day; seven days a week except holidays. Without a support contract, service will be billed at the prevailing hourly rate. In this instance, there will be a two hour minimum per phone call for support.

PRICE INCREASES: The annual maintenance charges will not exceed the consumer price index in place at the time of the announced increase. Historically 3% annually.

LIMITS OF LIABILITY: Failure due to customer alteration of equipment with which the above products are connected, moving or altering of the software or equipment, and/or any problems caused by such actions are not covered under this agreement and are subject to billing at the prevailing hourly rate. This agreement does not cover accidents, misuse, theft, power failure/surge, lightning or storm, or other casualties. The unserviceability of the products will be solely determined by the Vendor. This agreement is not valid until properly signed by the Customer's authorized agent and the Vendor, and may not be amended unless approved by both parties, in writing, and signed by a duly authorized officer of both parties. This agreement may be canceled by either party upon 30 days written notice. Terms are net, paid yearly in advance and renewed each year at the prevailing rates. Additional equipment, or software, may be added by the customer providing written notification. In no situation, will the Vendor, or its employees, be held responsible for any loss incurred pertaining to the use, misuse, or failure of the above-mentioned products and or services.

Agreed to: City of Deland

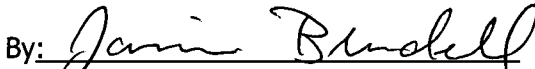
By: 
Authorized signature

CHRISTOPHER Cloutier
Name (type or print):

Mayor
Title

Date: 1/6/2025
City of Deland

Agreed to: Andrews Technology

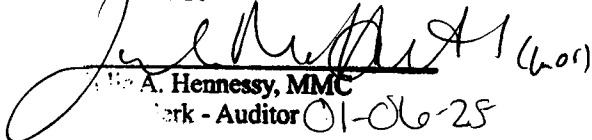
By: 
Authorized signature

Jamie Blundell
Name (type or print):

President
Title

Date: 12/3/24
Andrews Technology

ATTEST:


A. Hennessy, MMC
Clerk - Auditor 01-06-25

Andrews Technology HMS, Inc.

1213 Culbreth Drive

Wilmington, NC 28405

sales@andrewstechnology.net

(800) 319-8096 Fax:(516) 674-8119



VENDOR HOSTED ORDER FORM

Invoice To:	City of Deland	Hosted By:	Vendor
Ship To:	TBD	Terms:	5 Year Term
Account Executive:	Jamie Blundell		Software Billed Annually Maintenance Billed Annually Service Dates 3/1/25 - 2/28/30

Qty	Description	Item	Monthly
UKG Web-Based Time & Attendance System			
550	UKG Web-Based Time & Attendance Software	\$3.00	\$1,650.00
550	Employee Web Services (PC Entry, Mobile Applications)	Included	Included
140	Supervisor Module: Approval/Reporting/Review/Modification	\$5.00	\$700.00
1	BS&A Payroll Interface	Included	Included
1	Electronic In-Out Board	Included	Included
1	Labor Tracking (Activity Based Reporting - 8 Levels)	Included	Included
1	Standard Supply & Demand Scheduling Module	Included	Included
1	Accrual Module (Includes Sick, Vacation, Personal, etc.)	Included	Included
1	Borrowing Manager	Included	Included
1	Schedule Lockout Module	Included	Included
UKG Migration Promotion: Software License Discount		10%	-\$235.00
550	Leave of Absence Module (FMLA Case Tracking)	\$1.00	\$550.00
550	Time Data Import Module	\$0.60	\$330.00
550	Single Sign On	\$0.50	\$275.00
1	Advanced Scheduling Module (up to 200)	\$700	Optional
1	Automatic Report Generator (Up to 5 Gig/month)	\$50	Optional
1	Document Storage (Up to 5 Gig/month of Upload/Download and Storage)	\$50	Optional
550	Facial Recognition/Thermal Reading Module	\$1.50	Optional
1	iPad Station Fee (Client must provide iPads)	\$50	Optional
Monthly Total			\$3,270.00
EA 15	12 Month Vendor Hosting Total	\$39,240/yr	\$39,240.00
	Novatime Annual Bill Credit		-\$34,686.00
	Synel Synergy Biometric Terminal	\$2,095	Optional
	InTouch DX Biometric Terminal	\$2,895	\$43,425
	Implementation		\$20,925
	UKG Migration Promotion: Software Implementation Discount	30%	-\$6,277.50
	Hardware Programming		\$4,500
	Annual Software & Hardware Maintenance	\$3,892/yr	Paid through 3/1/25
	Sales Tax		TBD
	12 Month Deposit Total		
One Time Implementation Fees			
Initial Planning Session		Included	
Rules Questionnaire Assistance		Included	
Install UKG Web-Based Software		Included	
Install Payroll Rules and Employee File		Included	
Unlimited Administrative/Supervisor Training		Included	
System Test/Go Live		Included	
Total One Time Fees		\$ 20,925	

Customer Authorization

 Title **President**
 Andrews Technology HMS, Inc.

1/6/2025
 Date
 12/3/24
 Date
 City of Deland
 City Clerk Auditor
 6-25

OVER BUDGET REQUEST FORM

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

Item to be Purchased:

Line Item:

Cost:

Current Amount Budgeted:

Funds Needed:

Timeclock

300-0110-663-000-IT1902

\$7,425.00

\$0.00

\$7,425.00

Funding Line Item(s)	Amount
001-0110-546-400	\$7,425.00
	\$7,425.00

Balanced Request (Must Equal Zero):

\$0.00

Explanation:

...e purchased in January, and were opened up in December and need to have additional features not discovered during

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

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

CITY OF DELAND
Request for Commission Action
January 5, 2026

SUBJECT: Consideration re Second Amendment to the Professional Service Agreement with Brooks and Dun Grant Consulting.

DEPARTMENT: Admin Services

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: Brooks and Dun 25 amendment 2

APPROVED BY: Michael Pleus, City Manager, December 29, 2025

SUMMARY/HIGHLIGHT:

The City of DeLand utilizes Brooks & Dun Grant Consulting for grant research, writing, preparation, programmatic reporting, compliance, review, and grant award contracts. With the increased workload that the City has requested, Brooks & Dun Grant Consulting has requested an amendment to the existing professional services agreement that is currently in effect until 2030. The current agreement was initiated in 2020 and renewed in 2025.

The amendment consists of an \$420 increase in the monthly compensation.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This item has an annual fiscal impact of \$5,040, which will be allocated from the General Fund contingency. The allocation will be included in a future budget amendment presented to the City Commission for approval.

RECOMMENDATION:

Staff recommends that the City Commission approve the amendment.

BACKGROUND/DISCUSSION:

Theresa Brooks of Brooks & Dun, has provided the City of DeLand with outstanding grant management services, on a contract basis, over the past sixteen fiscal years.

Staff notes that Brooks & Dun is currently responsible for over 150+ grants with monthly, quarterly and/or annual reporting requirements. Over the duration of our grants management program, it is estimated that Brooks & Dun has successfully received over \$750 million in grant revenue for Volusia County projects with 100% success on monitoring from funding agencies.

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Amendment") is made and entered into on this 5th day of January, 2026, by and between City of DeLand ("City") and Grant Professionals, Inc., d/b/a Brooks & Dun Grant Consulting ("Brooks & Dun").

WITNESSETH

WHEREAS, City and Brooks & Dun entered into a Professional Services Agreement dated October 1, 2020 and amended by that First Amendment to Professional Services Agreement dated October 16, 2023 (hereinafter referred to as "Agreement"), relative to the City utilizing Brooks & Dun to perform services as a Grant Consultant and Brooks & Dun agreeing to perform services as a Grant Consultant; and

WHEREAS, due to the increased volume of work, the parties desire to increase the monthly compensation rate from \$6,380.00 per month to \$6,800.00 to be paid retroactive beginning October 1, 2025.

NOW THEREFORE, for good and valuable consideration, the City and Brooks & Dun hereby agree to amend the Agreement as follows:

Section 1. Section 5 "Compensation" of the Agreement is hereby amended to replace the compensation rate of \$6,380.00 per month with a compensation rate of \$6,800.00 per month.

Section 2. This Amendment and the new compensation rate set forth herein shall take effect retroactively on October 1, 2025.

Section 3. Except as specifically modified by this Amendment, the remaining provisions of the Agreement shall remain in full force and effect unchanged or modified by this Amendment, and this Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

***** Signatures on following page ******

GRANT PROFESSIONALS, INC. D/BA
BROOKS & DUN GRANT CONSULTING

By: Theresa E Brooks
Theresa E. Brooks, President

CITY OF DELAND, a Florida municipal
Corporation

By: _____
Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

By: _____
Julie A. Hennessy, City Clerk-Auditor

CITY OF DELAND
Request for Commission Action
January 5, 2026

SUBJECT: Consideration re Facilities Work Plan and Funding Assistance for Professional Services Task Order Proposal for Perfluorooctanesulfonic Acid and Polyfluoroalkyl Substances (PFAS) Removal

DEPARTMENT: Utilities

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

ATTACHMENTS: Professional Services Task Order Proposal

APPROVED BY: Michael Pleus, City Manager, December 30, 2025

SUMMARY/HIGHLIGHT:

As the City Commission is aware, the EPA has established limits on emerging contaminants of Perfluorooctanesulfonic Acid and Polyfluoroalkyl Substances (also known collectively as PFAS) in public water supply systems. Utilities staff have been testing the water supply wells and water plants to determine the extent of these contaminants per EPA limits. Only six currently have a legal Maximum Contaminant Level (MCL) limit at this time set on different chemicals in our water supply system. Current PFAS regulations will require the City to achieve compliance by April 26, 2029. However, the EPA in early 2026 has posted on their website that it is their intention to consider moving that date out to 2031.

The Utilities department has determined that at a minimum, six of the water plants will need some sort of upgrade to assist with this removal requirement. This task order was requested to perform a preliminary design and determine the best recommended treatment process at those sites and to prepare a facility plan that would be required for an FDEP drinking water State Revolving Fund (SRF) loan and possible grant forgiveness. The facility plan will help to provide a cost estimate for land purchases, plant modifications required, and construction.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

Facilities & Infrastructure.

FISCAL IMPACT:

The subject task order proposal covers preliminary design and SRF loan assistance. The total fee for these services is \$144,845.00. Funds are available in the current fiscal year budget to pay for these services.

RECOMMENDATION:

Staff recommends that the City Commission authorize McKim & Creed to perform engineering and related professional services in connection with the Facilities Work Plan and funding Assistance for PFAS Removal Project.

BACKGROUND/DISCUSSION:

The city retained the Ferraro Law Firm to seek damages in a class action law suit back in February 2025 to help fund the needed modifications that will be in the several million-dollar range per site. However, there is no guarantee on any recoveries or the amounts thereof at this point in time. Any money recovered from the litigation will offset the amounts that the utility system would need to obtain through grants, loans and loan forgiveness, but we need to start the planning process now in any event.

December 5, 2025

243553

Jim Ailes
Utilities Director
City of DeLand
Via Email: Ailesj@deland.org

**RE: Facilities Work Plan and Funding Assistance for PFAS Removal
Professional Services Task Order Proposal**

Dear Jim,

On behalf of McKim & Creed, we appreciate the opportunity to assist with Professional Services for the City's compliance with PFAS regulations. The table below summarizes our proposed tasks and fees. For additional details on scope and schedule, please see **Attachment A – Scope of Services Summary**. Fees are summarized below and detailed in **Attachment B – Fee Schedule**.

Task	Description	Task Fee
Task 1	Project Management Services	\$33,210.00
Task 2	Facilities Work Plan and Funding Assistance	\$111,635.00
Total Proposed Fee		\$144,845.00

This proposal covers services for project management, meetings, data collection, preparing a Request for Inclusion, Facilities Work Plan, and a Drinking Water State Revolving Fund application with the required supporting documents. If further assistance can be provided and is requested from the City, McKim and Creed will be happy to assist.

After you review the details of our proposal, please let us know when you would like to schedule a time to discuss.

Sincerely,

McKim & Creed, Inc.



Charles Hill, P.E., BCEE
Client Manager



Mario E. Loaiza, P.E., F.ASCE
Regional Manager

Attachments

Attachment A – Scope of Services Summary
Attachment B – Fee Schedule

ATTACHMENT A SCOPE OF SERVICES SUMMARY

Proposal No: 243553
Project Name: Facilities Work Plan and Funding Assistance for PFAS Removal
Project Jurisdiction: City of DeLand, Florida
Proposal Date: December 5, 2025

Pursuant to the terms of the Continuing Services Contract RFQ-23-02 (the “CONTRACT”) executed on December 4, 2023, McKim & Creed, Inc. (the “CONSULTANT”) is providing this Scope of Work to the City of DeLand, Florida (the “CITY”) for professional services in preparing a Facilities Work Plan and providing Funding Assistance for PFAS Removal.

A. PROJECT UNDERSTANDING

The City of DeLand (the “City”) owns and operates a Public Water System (PWS) that produces and distributes potable water to approximately 24,088 retail and wholesale customers. Production of potable drinking water is at eleven (11) water treatment plants (WTP) using groundwater supplies pumped from a total of nineteen (19) active wells permitted under a St Johns River Water Management District (SJRWMD) Consumptive Use Permit (CUP) #50116-32. The wells draw water from the Upper Floridan aquifer.

The eleven WTPs have various forms of treatment, but in general, the major WTPs include processes such as pre-chlorination, poly-orthophosphate for corrosion control, aeration, storage, fluoridation, post-chlorination, and high-service pumping. Two WTPs have elevated storage tanks, one serves as a repump station with no onsite well, while four others have wells that directly pump into the distribution system with no onsite storage. In addition to various process configurations, each site is unique in size and surroundings.

Through finished water and source water sampling, the CITY has identified the emerging contaminants of Per- and Polyfluoroalkyl Substances (also known collectively as PFAS) in their water supply system and supply. The measured level of Perfluorooctanesulfonic Acid (PFOS) in finished water exceeds the established limits in the EPA’s PFAS National Primary Drinking Water Regulations at six WTPs. In addition to PFOS in finished water, elevated levels of other PFAS were measured in source waters. The current PFAS regulations require the CITY to achieve compliance by April 26, 2029.

The CITY’S existing WTPs were not designed for and are not capable of removing PFAS and various components of the drinking water system will need to be upgraded to reduce PFAS concentrations by April 2029. Known treatment technologies for PFAS removal include ion-exchange, reverse osmosis/nanofiltration, and granular activated carbon (GAC).

Attachment A – Scope
City of DeLand, Facilities Work Plan and Funding Assistance for PFAS Removal

During its Regular Meeting held on March 3, 2025, the City Commission voted to retain the representation of a law firm to pursue a class action lawsuit related to PFAS settlements. To coincide with those efforts, this project includes the work needed to develop a State Revolving Fund (SRF) Request for Inclusion for Planning/Design, a Facilities Work Plan, coordination with the City and FDEP, and an SRF Loan Application for Planning/Design (with supporting documents). The Facilities Work Plan will be developed in accordance with SRF requirements and will include an evaluation of at least three (3) treatment technologies (including a "do nothing" alternative).

B. PROPOSED SCOPE

The following sections outline our proposed scope of services, deliverables, and fees associated with the Project. These services will be performed after a Notice to Proceed has been issued in a written work or purchase order.

TASK 1 PROJECT MANAGEMENT SERVICES

SUBTASK 1.01 PROJECT MANAGEMENT AND COORDINATION

1. CONSULTANT will develop project management and administration documents needed for project set-up. CONSULTANT will provide monthly status reports to accompany monthly invoices and will manage and administer the project from inception through close-out.
2. CONSULTANT will coordinate with FDEP SRF staff in preparing the draft SRF loan application and supporting documents.

SUBTASK 1.02 MEETINGS

1. The Consultant will attend one (1) kickoff meeting with the City. The meeting will include a review of the project scope, potential project hurdles, and any other coordination requirements. The CONSULTANT will prepare an agenda and minutes for the meeting. The Kickoff Meeting will include site visits of the six (6) WTPs and associated wells impacted by PFAS.
2. The CONSULTANT will also prepare a request for background documentation, such as existing drawings, reports, SCADA data, work order data, inspection sheets, photos, standards, planning documents, and necessary general conditions and construction forms.

TASK 2 FACILITIES WORK PLAN AND FUNDING ASSISTANCE

SUBTASK 2.01 SRF REQUEST FOR INCLUSION PREPARATION

1. CONSULTANT will prepare the SRF Request for Inclusion for Planning/Design funding and will submit it to the FDEP on behalf of the CITY. It is understood that the CITY will provide the necessary information needed to complete the document.

Attachment A – Scope
City of DeLand, Facilities Work Plan and Funding Assistance for PFAS Removal

SUBTASK 2.02 FACILITIES WORK PLAN PREPARATION

1. CONSULTANT will coordinate with the CITY to obtain relevant available information for the project. The CONSULTANT will develop and maintain a data collection spreadsheet to document the data collection process and identify missing data. The CONSULTANT will process and review relevant data to support this Task and others.
2. CONSULTANT will prepare the Facilities Work Plan in accordance with FDEP funding requirements listed in rules 62-503 and 62-552, F.A.C.. The Work Plan will address the six (6) WTPs with PFAS issues.
3. A draft Work Plan will be submitted to the CITY for review and comment, leading up to a review workshop. The final Work Plan will address CITY comments and questions.

SUBTASK 2.03 SRF LOAN APPLICATION PREPARATION

1. CONSULTANT will prepare the SRF Loan Application for Planning/Design funding and will assist the City in preparing supporting documentation, including resolutions for the Facilities Work Plan and the Loan Application. The draft Loan Application will be submitted to the City for review. The final Loan Application will address City comments and questions.
2. The (SRF) loan application and other supporting documents will be finalized.
3. In addition, the SRF Loan Application and Work Plan will need the approval of the City Commission. The CONSULTANT will attend and address Commission and public questions at Commission meetings, as needed, under a separate subtask.

SUBTASK 2.04 PUBLIC COORDINATION

1. The CONSULTANT will attend up to two (2) public meetings, such as City Commission Meetings, to serve as subject matter experts related to Request for Inclusion or SRF Loan Application agenda items.
2. The CONSULTANT will be present to address public questions and prepare presentations and materials in coordination with the CITY.

C. MILESTONES AND SCHEDULE

1. Project Milestones are identified by deliverables at the proposed schedule below:

Task	Deliverable	Weeks from Notice to Proceed
	Request for Inclusion	2
	Draft Facilities Work Plan	12
	Final Facilities Work Plan	14
	Draft SRF Loan Application	16
	Final SRF Loan Application	18

D. ASSUMPTIONS AND OTHER ITEMS

1. The CONSULTANT does not guarantee that a submitted RFI will result in the project being placed on the SRF Priority Project List or that any SFR funding is available at the time of submission.
2. On notice, the CITY will provide the CONSULTANT with the following information and services, and the CONSULTANT may reasonably rely on this information for use on the project:
 - a. Monthly Operational Reports, Daily Operational Process Data, and EN-50 Reports
 - b. Copies of facility Operational Permits, Consumptive Use Permits
 - c. Water sampling results related to the project
 - d. Record drawings and Asset Data
 - e. Supervised access to facilities and sites.
3. Services not specifically identified in this Scope of Work are not included. These services can be provided at the request of the CITY through an amendment of this Scope, if permissible under the conditions of the CONTRACT and requirements of the CCNA. These include:
 - a. Financial analyses required for the SRF loan application, which the City is to provide.
 - b. Updates to the City's Comprehensive Plan.
 - c. Public notices that may be required.
 - d. Detailed design documents, permits, or bid documents.
 - e. Development of a Request for Qualifications for final design documents.

E. PROPOSED FEE AND PAYMENT

1. The Consultant proposes to provide the professional consulting services described herein at the established fixed fees outlined in the table below. Fixed fees will be invoiced at a rate based on project progress. Direct expenses will be invoiced at the rate incurred and provided with backup documentation.
2. Costs are computed by Exhibit B of the CONTRACT.
3. The proposed totalized fees for the service described are summarized as follows:

Task	Description	Fixed Fee Amount	Time and Materials Amount	Total
Task 1	Project Management Services	\$32,360.00	\$850.00	\$33,210.00
Task 2	Facilities Work Plan & Funding Assistance	111,635.00	-	\$111,635.00
Total Proposed Fee		143,995.00	\$850.00	\$144,845.00

4. **Attachment B** includes a complete proposed fee breakdown.

END OF ATTACHMENT A SCOPE OF SERVICES SUMMARY

Task		Principal	Technical Specialist III	Project Manager III	Project Manager I	Project Engineer III	Designer III	Designer I	Senior Project Administrator	GIS Analyst II		Total Hours	Total Labor Fee	Direct Expenses	Total Fee
		\$ 300.00	\$ 280.00	\$ 230.00	\$ 190.00	\$ 205.00	\$ 140.00	\$ 110.00	\$ 105.00	\$ 125.00	\$ -				
Task 1 Project Management Services															
1.01	Project Management	4	8	12	48	10			4			86	\$ 17,790.00	\$ -	\$ 17,790.00
1.02	Meetings		11	6	22	8		16	11	11		85	\$ 14,570.00	\$ 850.00	\$ 15,420.00
Task 1 Subtotal		4	19	18	70	18		16	15	11		171	\$ 32,360.00	\$ 850.00	\$ 33,210.00
Task 2 Facilities Work Plan & Funding Assistance															
2.01	SRF Request For Inclusion Preparation		1	1	5	6			2			15	\$ 2,900.00	\$ -	\$ 2,900.00
2.02	Facilities Work Plan Preparation		50	5	84	146	40	202	1	40		568	\$ 93,965.00	\$ -	\$ 93,965.00
2.03	SRF Loan Application Preparation & Assitance	1	5	2	43	10		16	6			83	\$ 14,770.00	\$ -	\$ 14,770.00
Task 2 Subtotal		1	56	8	132	162	40	218	9	40		666	\$ 111,635.00	\$ -	\$ 111,635.00
Total		5	75	26	202	180	40	234	24	51		837	\$ 143,995.00	\$ 850.00	\$ 144,845.00

Task	Mileage	Lodging										Direct Expense Total
Task 1 Project Management Services												
1.01 Project Management												\$ -
1.02 Meetings	\$ 500.00	\$ 350.00										\$ 850.00
Task 1 Subtotal												\$ -
Task 2 Facilities Work Plan & Funding Assistance												
2.01 SRF Request For Inclusion Preparation												\$ -
2.02 Facilities Work Plan Preparation												
2.03 SRF Loan Application Preparation & Assitance												\$ -
Task 2 Subtotal												\$ -
Total												

CITY OF DELAND
Request for Commission Action
January 5, 2026

SUBJECT: Second Reading of Ordinance No.2026-01, Codifying the City's Existing Videotaping Policy into the Code of Ordinances.

DEPARTMENT: Police

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Ordinance, Business Impact Estimate Video

APPROVED BY: Michael Pleus, City Manager, December 29, 2025

SUMMARY/HIGHLIGHT:

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

On December 1, 2025, the City Commission adopted this Ordinance on First Reading.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

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

RECOMMENDATION:

It is recommended that the City Commission approve the attached ordinance on Second Reading.

BACKGROUND/DISCUSSION:

It is currently settled law that there is a right under the First Amendment to record the activities of public officials on public property. Generally speaking, both public officials and private citizens do not have any expectation of privacy when they are in areas open to the general public. Visitors to the DeLand Police Department lobby are currently met by an employee behind a bullet proof glass window in the lobby. It is

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

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

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

ORDINANCE NO. 2026 -01

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

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

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

WHEREAS, it is also well settled that restrictions in those portions of publicly owned buildings, such as the lobby of the DeLand Police Department, which are considered limited public forums, are permissible so long as they are reasonable and viewpoint neutral (see the case of *Sheets v. City of Punta Gorda, Florida*, 415 F. Supp. 3d 1115 (M.D. Fla. 2019) and *Sheets v. Jimenez*, No. 2:24-CV-704-SPC-KCD, 2024 WL 5090058, (M.D. Fla. Dec. 12, 2024)); (also see the case of *Hoffman v. Delgado*, No. 23-13213, 2025 WL 25856, (11th Cir. Jan. 3, 2025), cert. denied, No. 24-7299, 2025 WL 2823930 (U.S. Oct. 6, 2025) (“A prohibition on recording protects the police headquarters from distractions and guards sensitive documents from confidentiality threats. The ordinance thus secures the building for its intended purpose of facilitating assistance for those with public safety needs.”); and

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

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

WHEREAS, oftentimes the citizen speaking with the Police Department employee at the window in the lobby will share information which is sensitive or private in nature

and such persons would have some expectation of privacy in reporting this information;
and

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

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

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

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

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

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

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

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

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

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

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

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

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

(a). The provisions of Section 2 of this Ordinance shall become and be made a part of the *Code of Ordinances of the City of DeLand* and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that the text of Section 1 and Sections 3 through 6 shall not be codified.

(b). The Code codifier is granted liberal authority to codify the provisions of this Ordinance in such manner and in such places as deemed advisable.

(c). In accordance with the City's ongoing codification program; the City Clerk, in conjunction with the City Attorney, may make corrections to the provisions of this Ordinance relative to Scrivener's errors of whatever type or nature.

PASSED AND DULY ADOPTED this 5th day of January, 2026.

ATTEST:

Christopher M. Cloudman
Mayor – Commissioner

Julia M. Hewitt, Interim City Clerk - Auditor

Passed on first reading: December 01, 2025
Adopted on second reading: January 05, 2026

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney

Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE NO. 2026-01

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

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

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

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

- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

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

The purpose of the ordinance is to protect individuals who come to the police department and may need to share personal or sensitive information. It is intended to prevent that information from being recorded or publicly broadcasted by others who may be filming in the lobby.

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

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

0

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

None

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

None

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

None

CITY OF DELAND
Request for Commission Action
January 5, 2026

SUBJECT: Second Reading of Ordinance No. 2026-02, Amending Chapter 33, Land Development Regulations Related To Subdivision Plat Approval.

DEPARTMENT: Planning

PREPARED BY: Christopher Carson, Senior Planner

ATTACHMENTS: Ordinance 2026-02, SB784, Business Impact Estimate

APPROVED BY: Michael Pleus, City Manager, December 29, 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.

On December 15, 2025, the City Commission unanimously voted to approve the proposed ordinance on First Reading..

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 Second 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. 2026 -02

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 Department ~~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 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.

- ~~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.
- ~~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.
- ~~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 5th day of January, 2026.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julia M. Hewitt
Interim City Clerk - Auditor

Passed on first reading: December 15, 2025

Adopted on second reading: January 05, 2026

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.

Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE NO. 2026-02

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.

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

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

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

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

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

The proposed ordinance will promote the public health, safety and welfare of the community by promoting a streamlined plat review process consistent with Florida State Statutes.

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

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

There is no direct economic impact to existing businesses but businesses are likely to benefit from the streamlined process.

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

No new fees are being proposed that will affect businesses.

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

There are no anticipated regulatory costs or fees. The City is likely to benefit from the streamlined process.

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

All businesses and applicants will be positively impacted by the streamlined process.

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

N/A

CITY OF DELAND
Request for Commission Action
January 5, 2026

SUBJECT: Request to Continue Second 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: Continuation Memo, 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 29, 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. On December 15, 2025, the City Commission unanimously voted to approve the PD amendment.

This is a request to continue the second reading from January 5, 2026, to January 21, 2026.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

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.

SUSTAINABILITY:

NA

FISCAL IMPACT:

Once constructed, the DeLand Tech Park PD will positively impact the city's tax roll and increase funds for city services.

RECOMMENDATION:

This is a request to continue this item to the January 21, 2026, City Commission meeting.

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.



Planning Department

Memorandum

TO: City Commission

DATE: January 5, 2026

FROM: Kendall Story, CNU-A

SUBJECT: Request to Continue Second 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 continuance of the above-referenced application from the January 5, 2026, City Commission meeting to the January 21, 2026, City Commission meeting.

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 ~~strikethrough~~/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
Andrew C. Grant
Matthew S. Welch
Edward H. Thompson
Robert E. Doan
William A. Rice
Douglas J. Collins
Sara E. Glover
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Kelsey Hansen-Walter

OF COUNSEL
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.

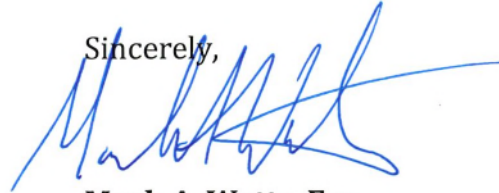
The purpose of this amendment is to modify the existing PD for the subject property to expand the list of commercial uses permitted within the development. In particular, the amendment clarifies that package sales of alcoholic beverages, such as those offered by a liquor/package store or similar retail 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,

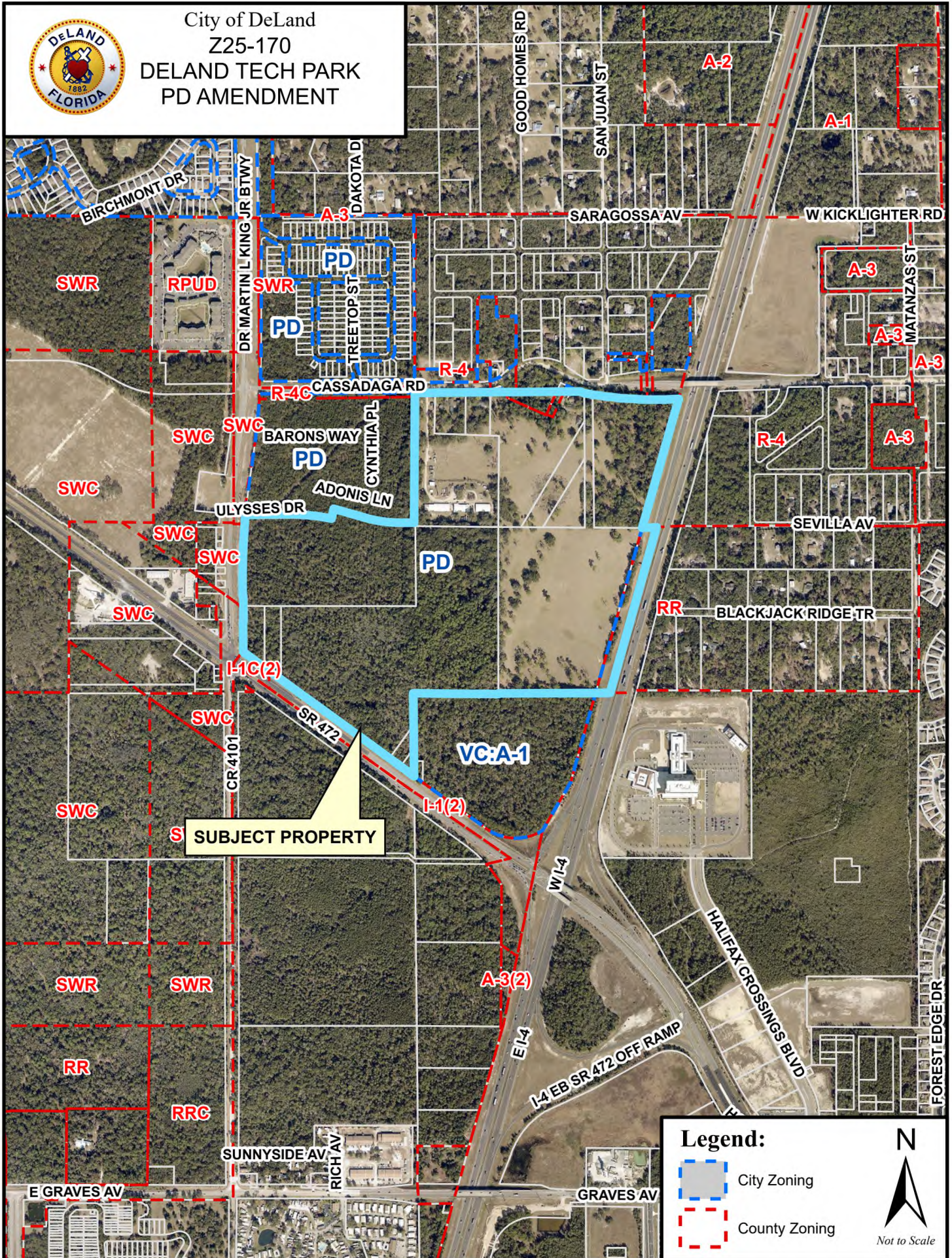
A handwritten signature in blue ink, appearing to read 'Mark A. Watts', with a long horizontal flourish extending to the right.

Mark A. Watts, Esq.
Mark.Watts@cobbcole.com

MAW/khw



City of DeLand
Z25-170
DELAND TECH PARK
PD AMENDMENT



Legend:

- City Zoning
- County Zoning





CITY OF DELAND
Request for Commission Action
January 5, 2026

SUBJECT: First Reading of Ordinance Amending Chapter 30, Section 30-3, and Adding Section 30-49A, Oil and Grease Management Program.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Ordinance

APPROVED BY: Michael Pleus, City Manager, December 30, 2025

SUMMARY/HIGHLIGHT:

In the 24/25 fiscal budget, the Utilities Department received approval by the adoption of the budget for the personnel and equipment to implement a fats, oil and grease (FOG) management program to align with Florida Department of Environmental Protection (FDEP) and the State of Florida Administrative Code (F.A.C.) 62-705 concerning grease waste removal and disposal. The purpose of this City program is to proactively monitor the largest grease producing commercial establishments in the city, bringing them into compliance and reduce the environmental risks that occur with sanitary sewer overflows caused by fats, oils and grease discharge.

The (FDEP) issued Domestic Wastewater Facility Permit for the Wiley M. Nash Water Reclamation Facility, under F.A.C. 62-705, also requires that the City adopt regulations which prohibit illicit discharge to the City's wastewater collection's system from commercial establishments providing for control of fats, oil and grease pollutant contributions to the City's wastewater collection's systems and the point of treatment. The attached ordinance is intended to fulfill these permit requirements.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

Infrastructure.

FISCAL IMPACT:

The implementation of this ordinance will not, in itself, have a significant fiscal impact on the Utilities Department. Significant effort is already being made by the wastewater collections staff in the maintenance and cleaning of lift stations, manholes, gravity sewer and wastewater force mains. As well as, emergency responses to sanitary sewer overflows and possible fines that we could face. A proactive approach will reduce the efforts above and help keep a much cleaner environmental approach for all.

RECOMMENDATION:

It is recommended that the City Commission adopt the attached amended Chapter 30-47 (b) (3) ordinance on first reading.

BACKGROUND/DISCUSSION:

N/A

ORDINANCE NO. 2026 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING CHAPTER 30 “UTILITIES” OF THE CODE OF ORDINANCES FOR THE CITY OF DELAND, BY AMENDING SECTION 30-3 “DEFINITIONS”; BY ADDING A NEW SECTION 30-49A “OIL AND GREASE MANAGEMENT PROGRAM”; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of DeLand operates a publicly owned utility system which, amongst other things, treats wastewater generated by restaurants and other commercial establishments that have a higher concentration of fats, oils and greases in its wastewater; and

WHEREAS, the City, as a utility operator, is required to comply with myriad federal and state regulations related to the operation of its utility system and the removal of fats, oils and greases from wastewater; and

WHEREAS, current regulations require the operators of commercial establishments that discharge fats, oils and grease in their wastewater to install pre-treatment devices which remove such fats, oils and greases before they enter into the City’s sanitary sewer collection system; and

WHEREAS, when these pre-treatment systems fail or otherwise do not operate properly, fats, oils and greases can be discharged into the City’s sanitary sewer collection system causing stoppages or other issues that have to be dealt with, all at cost to the City’s utility system; and

WHEREAS, given the growth in the number of commercial establishments which are connected to the City’s sanitary sewer collection system, it has become necessary to implement a comprehensive and robust system to ensure the proper installation and maintenance of pre-treatment systems; and

WHEREAS, the City in the current budget year has budgeted for and created a position to implement and operate this pre-treatment monitoring and enforcement program, the goal of which, amongst other things, is to prevent discharges of fats, oils and greases into the City’s sanitary sewer collection system, thereby creating greater efficiency within the system; and

WHEREAS, the City Commission finds that the adoption of this Ordinance is in the best interests and will serve the health, safety and welfare of not only the citizens of the City of DeLand, but also all users of the City’s utility system.

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

Section 1. The foregoing preamble is hereby adopted, incorporated into this Ordinance and forms a part of the legislative history for the adoption of this Ordinance.

Section 2. Chapter 30 “Utilities” of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 30-3, “Definitions” by replacing the definition (31) of

“Controlling authority” with the underlined language below and adding the new underlined language in the existing definitions alphabetically to be renumbered as follows:

Sec. 30-3. - Definitions.

- (31) Control authority means the City of DeLand which administers a pretreatment program which has been approved by the approval authority in accordance with the requirements of the Florida Administrative Code and other applicable laws. Control authority may also be referred to as the “Controlling authority” or the “Control Authority” all of which shall have the same meaning.
- (51) Hydromechanical Grease Interceptor, also commonly referred to as an under-the-sink oil and grease trap, means a City-approved device that is designed for a flow of less than fifty (50) gallons per minute (GPM) and generally installed inside a building beneath or in close proximity to the sink or the other facilities likely to discharge fat, oil and grease substances from animal and/or vegetable sources, in an attempt to separate, trap or store their fat-soluble substances and prevent their entry into the collection system.
- (78) Notice of Violation means a written response from the Control Authority to specific noncompliance situations by a Commercial User, or the owner of a private wastewater collection system or private lift station. The purpose of the document is to notify the recipient of the noncompliance situation and to demand implementation of definitive corrective measure within a specified time frame to achieve compliance with the provisions of this Article and other applicable sections of the City Code. The Notice of Fats, Oils and Grease Violation may or may not include a fine or penalty for the violation(s). The Notice of Fats, Oils and Grease Violation is issued to Commercial Users and owners of private lift stations and private wastewater collection systems in the Fats, Oils and Grease Management Program.
- (79) Oil and Grease or Fats, Oils, and Grease means materials, either liquid or solid, that are composed primarily of fatty matter from animal or vegetable sources or petroleum-based hydrocarbons.
- (81) Oil and Grease Interceptor or Interceptor means a City approved device that is designed to separate, trap and hold fat, oil and grease substances from animal and/or vegetable sources that are present in the discharge from Users of the City wastewater system, and installed outside of the building. The purpose of the interceptor shall be to prevent fat, oil and grease from entering the City wastewater system.
- (82) Oil and Grease Management Permit means a permit issued through the Oil and Grease Management Program.
- (83) Oil and Grease Management Program means the program implemented in order to minimize the introduction of Oil and Grease into the POTW pursuant to Section 30-49A of the City Code.

- (84) Oil and Grease Pretreatment Device means a device or system of devices designed and constructed to separate, trap, and retain Oil and Grease that are found in the discharge from Users of the City wastewater system. Oil and Grease Pretreatment Devices include, but are not limited to, Oil and Grease Interceptors, Oil and Water Separators, and Hydromechanical Grease Interceptors.
- (85) Oil and Grease Waste means waste streams containing fatty, oily, or greasy liquids or solids that are discharged into the municipal wastewater system from a Commercial User or Industrial User, as being distinct from domestic wastewater.
- (86) Oil and Water Separator means a City approved device designated and constructed to separate, trap and retain oil and grease substances derived from petroleum-based hydrocarbons that are found in the discharge from Users of the City wastewater system. The purpose of the separator is to prevent petroleum-based hydrocarbons from entering the City wastewater system and to improve the safety of said system for both City personnel and the general public.
- (123) Utilities Department Officials means the persons designated by either the Utilities director or the City Manager to administer the provisions of this Article.

Section 3. Chapter 30 “Utilities” of the Code of Ordinances of the City of DeLand is hereby amended by inserting a new Section 30-49A “Oil and grease management program” by adding the new underlined language to read in full as follows:

Sec. 30-49A. - Oil and grease management program.

(a) Purpose and Intent.

- (1) This Program sets forth uniform requirements for users of the POTW of the City of DeLand, and enables the City to comply with all the applicable regional, state and federal laws including the Clean Water Act and General Pretreatment Regulations. The purpose of this Section is to provide for the implementation of the Oil and Grease Management Program (also referred to as the "Program"). The objective of the Oil and Grease Management Program is to minimize the introduction of fat-soluble wastes, food particles, and petroleum-based substances to the collection system.
- (2) The Oil and Grease Management Program authorizes:
- a. The issuance of Oil and Grease Management Permits that provide for monitoring, compliance, and enforcement activities.
 - b. Approval of the installation and maintenance of Oil and Grease Pretreatment Devices.
 - c. The establishment of administrative review procedures for the Program and requires user record keeping and reporting.

- d. The setting of fees for the equitable distribution of cost resulting for the program established herein.

(b) Program Applicability.

- (1) This program shall apply to any non-domestic user connected to the City of DeLand's sanitary sewer system at a location at which preparation, manufacturing, or processing of food occurs including, but not limited to, restaurants, cafes, fast food outlets, pizza outlets, delicatessens, sandwich shops, coffee shops, ice cream shops, smoothie shops, schools, nursing homes, bakeries, supermarkets, commissaries, commercial kitchens, caterers and other facilities that prepare, serve, or otherwise make food products available for consumption. These users shall install, operate, and maintain an approved Oil and Grease Pretreatment Device and implement Best Management Practices (BMP) as approved by the City of DeLand's Utility Department.
This program also applies to any non-domestic user where auto-related services occur including, but not limited to, oil change centers, car washes, auto service centers, truck service centers and other facilities that manage coolants, petroleum oils, or derivatives. These users shall install and maintain an approved Oil and Water Separator and implement BMP as determined by the Control Authority.
- (2) All Users to whom this Program applies, as listed in Section 30-49A(b)(1), are required to submit an application for an Oil and Grease Management Permit.
- (3) If a building permit is issued for construction of a new food service facility on or after the effective date of this subsection, such food service facility shall be required to install, operate, and maintain an Oil and Grease Pretreatment Device in compliance with this division. The Oil and Grease Pretreatment Device shall be permitted and installed prior to the issuance of a certificate of occupancy or certificate of completion for the building permit.
- (4) An Oil and Grease Pretreatment Device may not be required for facilities that only sell/serve/provide clear drinks and/or prepackaged foods. Such facilities shall submit an application for an Oil and Grease Management Permit and a variance request. If the request is approved, a letter of exemption may be issued.
- (5) Commercial users and large residential facilities such as, apartment complexes, assisted living facilities, or areas of intensified dwelling which are found by Utilities Department Officials to be contributing Oil and Grease in quantities sufficient to cause main line stoppages, lift station malfunctions, or necessitate increased maintenance on the collection system, shall be directed to cease discharging Oil and Grease to the POTW and/or shall be required to install an Oil and Grease Interceptor. The required capacity of the Oil and Grease Interceptor for such commercial users shall be determined by Utilities Department Officials on a case-by-case basis.
- (6) Significant Commercial Users and Industrial Users with an Industrial Wastewater Discharge Permit may also be subject to the Oil & Grease Management Program

requirements in this Section and may be required to obtain an Oil and Grease Management Permit.

(7) In any case, a User may be required by Utilities Department Officials to obtain an Oil and Grease Management Permit and install an Oil and Grease Pretreatment Device if the User is discharging Oil and Grease in excess of the quantities set forth in the General Sewer Use Requirements in Section 30-47(d) ("Specific limits developed by the Control Authority").

(c) *Existing Facilities.* Existing facilities to which the Program applies as described in Section 30-49A(b)(1) who are not currently a part of the Program shall proceed through the following phases:

(1) Phase 1: Within six (6) months of receipt of notification by the City, all existing food service or automotive related facilities that do not have an Oil and Grease Management Permit shall apply for an Oil and Grease Management Permit.

If there is no Oil and Grease Pretreatment Device in place at the time of application and the information provided in the application indicates that an Oil and Grease Pretreatment Device is required in accordance with the criteria listed in Section 30-49A(b)(1), the applicant will be required to install an approved, properly operated and maintained Hydromechanical Grease Interceptor within the time specified in the Permit.

(2) Phase 2: If determined necessary by the application, an Oil and Grease Management Permit will be issued for a period of two (2) years. During those two (2) years, sampling shall be conducted quarterly by the City. If the running annual average concentration of Oil and Grease is below the Local Limit set forth by the City, the Oil and Grease Management Permit may be renewed with the existing Oil and Grease Pretreatment Device. Sampling may be terminated before two (2) years, but after no less than one (1) year, if the running annual average Oil and Grease concentration is below the Local Limit for four (4) consecutive sampling events.

(3) Phase 3: If after two (2) years, the running annual average Oil and Grease concentration exceeds the Local Limit or if the applicant violates any conditions of the Oil and Grease Management Permit, the applicant must install a new, properly sized Oil and Grease Interceptor approved by the City. The Oil and Grease Management Permit may be renewed with the condition that the interceptor be installed within two (2) years of the permit renewal date. The existing Oil and Grease Pretreatment Device must be maintained properly in accordance with the Permit requirements and City sampling may be required until the new interceptor is installed. The determination as to whether or not sampling is necessary is in the sole discretion of the City

a. Once the new Oil and Grease Interceptor is installed, a new Oil and Grease Management Permit must be obtained. The application fee for this Permit may be waived if the Interceptor is installed pursuant to the timeframe required in the existing permit. Additionally, building permit fees associated with the installation

of the Oil and Grease Interceptor may also be waived if the interceptor is installed on time.

- b. If the Oil and Grease Interceptor is not installed within the allotted two (2) years, the Oil and Grease Management Permit will not be renewed and enforcement actions will be taken pursuant to Section 30-49A(m).
- c. If the existing Oil and Grease Pretreatment Device can be repaired or restored to the manufacturer's original specifications and can operate to meet the requirements of the Program, the applicant may be allowed to repair or restore the device in lieu of installing a new Oil and Grease Interceptor. The repair or restoration must be approved by Utilities Department Officials and occur within the two (2) years allotted by the Oil and Grease Management Permit. Once the repair or restoration is completed, a new Oil and Grease Management Permit must be obtained. The application fee for this permit and the building permit fees associated with the repair or replacement may be waived if the repair or restoration is approved by Utilities Department Officials and completed within the timeframe required by the existing permit.

(d) New Facilities.

- (1) For the purposes of this Section, all expansions and/or renovations of existing facilities requiring an engineering, building, or plumbing permit shall be considered new facilities. All changes of use, capacity, or operations of existing facilities shall also be considered new facilities. New facilities shall be subject to the requirements contained in this Section.
- (2) New facilities shall submit an application for an Oil and Grease Management Permit and shall install new or modify existing Oil and Grease Pretreatment Device(s) prior to the commencement of operations.

(e) Management Program—General Criteria. Unless otherwise exempt under the provisions of this Section, this Article, or a permit issued pursuant to this Article, owners of private wastewater collection systems and private lift stations, and other commercial users contributing Oil and Grease to the City wastewater system will meet the following criteria and the provisions set forth in this Section.

- (1) The discharge by a User or owner of a private wastewater collection system or private lift station to the POTW of certain liquids or wastes may be prohibited and/or limited by the provisions of this Section.
- (2) Wastes which contain food particles and/or Oil and Grease may be discharged to the POTW in accordance with the conditions set forth in this Section.
- (3) Waste haulers that provide services to Commercial Users or owners of private lift stations or private wastewater collection systems, which include Oil and Grease Pretreatment Devices, within the wastewater service area of the City shall be licensed in the state of Florida.

- (4) Where the installation and use of an Oil and Grease Pretreatment Device is required by this Section, wastes containing food particles or Oil and Grease shall be directed to the Oil and Grease Pretreatment Device through the inlet pipe only and in accordance with the design and operating specifications of the device prior to discharge to the POTW.
 - (5) The installation of garbage disposals and/or grinders into a commercial food facility is prohibited by the City of DeLand.
 - (6) Sanitary facilities, such as water closets, lavatories, and showers, and other similar fixtures shall not be discharged to the Oil and Grease Pretreatment Device.
 - (7) Oil and Grease Pretreatment Devices shall be permitted, installed, inspected, operated, cleaned, pumped, maintained, and repaired solely at the User's expense.
 - (8) Upon request of Utilities Department Officials, the User must provide documentation on the design and performance of the existing or proposed Oil and Grease Pretreatment Device. The requested information may include, but is not limited to, manufacturer specifications, performance data, sample analysis, capacity calculations, construction materials, installation instructions, and operation and maintenance manuals.
 - (9) If at any point in time, an existing Oil and Grease Pretreatment Device (or lack thereof) is found to be causing sanitary sewer overflows or otherwise posing a threat to environmental or public health because the device is undersized, dilapidated, deteriorated, impaired, or improperly installed, the facility will be required to install a new device meeting the specifications of the Program within six (6) months of notification by the City.
- (f) Design - General.
- (1) In some instances, Oil and Grease Pretreatment Devices other than Oil and Grease Interceptors may be allowed. Utilities Department Officials may approve an exemption or variance from the installation of an Oil and Grease Interceptor if specific requirements are met.
 - a. A User may be eligible for an exemption from the installation of an Oil and Grease Pretreatment Device if the facility meets the following conditions including, but not limited to:
 - 1. The facility sells/serves/provides ONLY prepackaged, ready-to-eat foods with no preparation required other than warming in a microwave oven.
 - 2. The facility serves ONLY clear drinks which do not include milk products, fruit or vegetable solids, or protein/energy powders.
 - 3. The facility ONLY serves food on disposable dishware and with disposable silverware.
 - b. A User MAY be eligible for a variance for the installation of a Hydromechanical Grease Interceptor if the facility meets the following conditions including, but not limited to:
 - 1. The facility will sell/serve/provide ONLY sandwiches, pre-made ice cream, popcorn, or roller hot dogs/taquitos.

2. The facility will prepare uncooked or unbaked food or meals that will be taken from the facility to be cooked or baked in another location.
- c. Eligibility for an exemption or variance is at the sole discretion of the City. The use of any of the following appliances may render the facility not eligible for an exemption or variance: a wok stove, oven, fryer, dishwasher, griddle, flat top grill, or mixer/blender.
- d. Other factors that may be considered when evaluating a facility will include: seating capacity, number of meals served daily, and hours of operation.
- e. Oil and Grease Interceptor exemption and variance requests are evaluated on an individual basis and may be rescinded or modified if the menu, kitchen equipment, seating capacity, and/or other factors are changed in a way that affects the discharge of Oil and Grease to the POTW.
 1. Hydromechanical Grease Interceptors may only be installed at new facilities with an approved variance.
 2. Users requesting a variance must submit a written request during the engineering or building permit application process and must submit sufficient calculations and/or documentation to support their request.
 3. Variances will not be considered for caterers, commissaries, fast food outlets, or any restaurant with a fryer.
- (2) Oil and Grease Pretreatment Devices shall be designed and constructed in accordance with this Section and other applicable Federal, State, and local regulations. Utilities Department Officials or assignee shall approve design, location, capacity, and construction.
- (3) Oil and Grease Pretreatment Devices shall have a minimum of two compartments and shall be capable of separation and retention of oil and grease and storage of settleable solids.
- (4) The design of Oil and Grease Pretreatment Devices shall be based on peak flow or seating capacity, and when applicable, capable of treating emulsions. Oil and Grease Pretreatment Devices shall be sized to allow efficient removal and retention of the Oil and Grease from the User's discharge to the POTW.
- (5) Alternative Oil and Grease removal technologies shall be subject to written approval by Utilities Department Officials and shall be based on demonstrated removal efficiencies.
- (6) An adequate number of inspection and monitoring points, such as manholes, shall be provided. Covers shall have a gas-tight fit.
- (7) Where additional weight loads may exist, the Oil and Grease Pretreatment Devices shall be designed, constructed and installed for adequate load bearing capacity.
- (8) The sizing calculations with the supporting information for determination of the effective capacity shall be included on the plan set and submitted to the Utilities Department for review and permit issuance. The Utilities Department may review the

sizing calculations and may require modification of the capacity and other requirements as may be necessary on a case-by-case basis.

- (9) Oil and Grease Pretreatment Devices shall be installed in a location which provides easy access at all times for inspections, cleaning, and proper maintenance, including pumping. Utilities Department Officials shall approve the location of the Oil and Grease Pretreatment Device prior to installation.

(g) Oil and Grease Interceptors and Separators

- (1) Shall be designed, tested, sized and installed in accordance with the Florida Building Code – Plumbing in effect.

- a. Construction materials and structural requirements for precast Oil and Grease Interceptors shall comply with ASTM-C1613; Chapter 10, Section 1003 of the Florida Plumbing Code: 64E-6.013 F.A.C.
- b. Construction materials and structural requirements for fiberglass or polyethylene Oil and Grease Interceptors shall comply with 64E-6.013 F.A.C.
- c. Each Oil and Grease Interceptor shall be equipped with two (2) hatches on the top surface and one manhole located over each compartment for inspection, sampling, monitoring, cleaning, and maintenance. Grease interceptors shall be installed in a location outside the building which provides access at all times for inspection, sampling, pumping, cleaning, and maintenance.
- d. Oil and Grease Interceptors shall be water and gas tight. Each Interceptor shall be engineered to withstand the proper weight load, such as from vehicular traffic, to be placed on the Interceptor. The minimum tank volume of Oil and Grease Interceptors shall be 750 gallons (2,839 L). The maximum volume of an individual single grease interceptor chamber shall be 1,250 gallons (4,731 L). Installation of Oil and Grease Interceptors in series may be required to meet capacity requirements.
- e. Flow control devices shall be required when the water flow through the Oil and Grease Interceptor could exceed its rated flow.

(2) Capacity.

- a. The effective capacity of the approved Oil and Grease Pretreatment Device shall be determined in accordance with the Florida Building Code - Plumbing, Rule 64E-6, F.A.C., other applicable laws, codes, and regulations. The sizing formulas for Oil and Grease Interceptors shall be as follows or as defined in the Florida Building Code, whichever is stricter:

1. SIZING FORMULA FOR FOOD SERVICE FACILITIES WITH SEATS:

$$(S) \times (GS) \times (HR/12) \times (LF) = \text{Effective capacity of Oil and Grease Interceptor in gallons}$$

Where:

"S" = Number of seats in dining area.

"GS" = Gallons of wastewater per seat (use 25 gallons for restaurants with china dishes and/or automatic dishwasher or use 10 gallons for restaurants with paper or baskets and no dishwashers).

"HR" = Number of hours restaurant is open.

"LF" = Loading Factor (Use 2.00 interstate highway; 1.50 other freeways; 1.25 recreational area; 1.00 main highway; 0.75 other highway).

2. SIZING FORMULA FOR FOOD SERVICE FACILITIES WITHOUT SEATS:

$(\text{GPM}) \times (\text{RT30}) = \text{Effective capacity of Oil and Grease Interceptor in gallons}$

Where:

"GPM" = Peak drain flow into the interceptor in gallons per minute.

"RT30" = Retention time of 30 minutes.

3. OTHER ESTABLISHMENTS WITH COMMERCIAL KITCHENS:

$(\text{M}) \times (\text{GM}) \times (\text{LF}) = \text{Effective capacity of Oil and Grease Interceptor in gallons}$

Where:

"M" = Meals prepared per day.

"GM" = Gallons of wastewater per meal (Use 5 gallons).

"LF" = Loading Factor (Use 1.00 with dishwasher and 0.75 without dishwasher).

(3) Installation.

- a. The Oil and Grease Interceptor shall be installed in accordance with the Florida Building Code and any applicable manufacturer specifications.
- b. A minimum notice of two (2) business days shall be given to the City's Utility Department before the installation of the Oil and Grease Pretreatment Device commences.
- c. The City shall inspect the Oil and Grease Pretreatment Device at the time of delivery to the site before installation. An additional inspection is required after the device has been installed and plumbed, but before it has been covered, to assure compliance with the Florida Building Code and applicable manufacturer specifications.

(h) Hydromechanical Grease Interceptors.

(1) Design specifications.

- a. Hydromechanical Grease Interceptors shall conform to the standards of the Florida Building Code - Plumbing. A certification seal shall be attached to the unit.

- b. A Hydromechanical Grease Interceptor must be designed and certified to operate efficiently at its maximum flow rate in GPM and retain a minimum of twice its rated GPM in pounds of Oil and Grease.
- c. On or after the effective date of this Section, existing food service facilities that already have a Hydromechanical Grease Interceptor installed shall be evaluated by the City to determine whether the device meets the current requirements of Chapter 10 of the Florida Building Code—Plumbing.
- d. The original design of the Hydromechanical Grease Interceptor shall not be modified unless the manufacturer of the Hydromechanical Grease Interceptor recommends the modification in writing and it is approved by the City. Any modification to the Hydromechanical Grease Interceptor shall be done at the sole cost, expense, risk, and liability of the User.

(2) Capacity.

- a. The effective capacity of the approved Hydromechanical Grease Interceptor shall be determined in accordance with the Florida Building Code - Plumbing, other applicable laws, codes, and regulations.
- b. The minimum effective capacity of the Hydromechanical Grease Interceptor shall be determined by the following formula:

1. SIZING FORMULA FOR HYDROMECHANICAL GREASE INTERCEPTORS:

$(V) \times 0.75 \div (DT) = \text{Effective capacity of Hydromechanical Grease Interceptor in gallons per minute.}$

Where:

"V" = Volume of all compartments of fixture/sink draining to Hydromechanical Grease Interceptor in gallons.

"0.75" = The fixture/sink is normally filled to about 75% of capacity with water. The items being washed displace about 25% of the fixture content, thus actual drainage load = 75% of fixture/sink capacity.

"DT" = Drainage period is the time required to completely drain the fixture/sink in minutes.

(3) Installation.

- a. Hydromechanical Grease Interceptors shall be installed in strict accordance with the manufacturer's instructions.
- b. Hydromechanical Grease Interceptors shall be installed at a location with sufficient clearance for removal of interceptor cover for cleaning.
- c. The flow control device provided by the manufacturer with the Hydromechanical Grease Interceptor must be installed prior to the interceptor on the drain line.

(i) Oil/Water Separators.

(1) Design specifications.

- a. Oil and Water Separators shall conform to the standards in the Florida Building Code - Plumbing.
- b. Oil and Water Separators shall have a depth of not less than 2 feet (610 mm) below the invert of the discharge drain. The outlet opening of the separator shall have not less than an 18-inch (457 mm) water seal.
- c. Where the installation and use of an Oil and Water Separator is required by the Florida Building Code - Plumbing, wastes containing residual petroleum-based Oil and Grease shall be directed to the Oil and Water Separator.
- d. Parking garages in which servicing, repairing or washing is not conducted, and in which gasoline is not dispensed, shall not require an Oil and Water Separator. Areas of commercial garages utilized only for storage of automobiles are not required to be drained through an Oil and Water Separator.

(2) Capacity.

- a. Where automobiles are serviced, greased, repaired or washed, oil separators shall have a capacity of not less than 6 cubic feet (0.168 m³) for the first 100 square feet (9.3 m²) of area to be drained, plus 1 cubic foot (0.028 m³) for each additional 100 square feet (9.3 m²) of area to be drained into the separator.

(j) Maintenance.

- (1) The User shall be responsible for cleaning and maintaining its Oil and Grease Pretreatment Device in such condition as necessary for its proper and efficient function and operation at all times. Except as may be indicated below, all maintenance, repair and cleaning activities shall be performed by a licensed contractor. Cleaning shall involve the complete removal of all contents, including floating materials, wastewater, bottom sludge and solids from the walls, baffles, piping, and vents, associated with the Oil and Grease Pretreatment Device, the private lift station or private wastewater collection system.
- (2) The operation and maintenance of an Oil and Grease Pretreatment Device, including the proper disposal of waste; or a private wastewater collection system; or a private lift station; shall be performed at the sole expense of the User or owner.
- (3) Decanting, backflushing, or discharging of removed wastes back into the Oil and Grease Pretreatment Device, private lift station or wastewater collection system from which the wastes were removed, or into any other Oil and Grease Pretreatment Device, private lift station or wastewater collection system, for the purpose of reducing the volume to be hauled and disposed, is prohibited.
- (4) Pumping frequency shall be determined by Utilities Department Officials based on flows, quantity of Oil and Grease in the discharge, volume of business, hours of operations and seasonal variations. The User shall be responsible for maintaining the Oil and Grease Pretreatment Device in such a condition for efficient operation. Wastes

- removed from each Oil and Grease Pretreatment Device shall be disposed of at a facility permitted to receive such wastes, in accordance with the provisions of this Section.
- (5) Oil and Grease Pretreatment Devices shall be pumped out completely a minimum of once every ninety (90) days, or as stated in the User's Oil and Grease Management Permit. If Utilities Department Officials reasonably determine that pumping out the Oil and Grease Pretreatment Device every ninety days is not sufficient, the User may be required to pump out more frequently.
- (6) Users may request a permit modification to extend the maintenance frequency of the Oil and Grease Interceptors to no more than one hundred eighty (180) days.
- a. The request must be submitted in writing to Utilities Department Officials with the permit application or renewal application. In order to be eligible for a permit modification, the User must be in compliance with their current permit, if applicable. Approval of the permit modification shall require sampling and laboratory testing for Oil and Grease, CBOD₅, and TSS at the User's sole expense.
- b. Prior to a permit modification being approved, the Oil and Grease Interceptor will be inspected and measurements of the solids layer and grease cap will be taken ninety (90) days after the most recent maintenance. If the device is in compliance, the device will be sampled for Oil and Grease, CBOD, and TSS. If the Oil and Grease in the sample exceeds the Local Limits or the CBOD or TSS exceeds the surcharge limits, the User will not be eligible for a permit modification.
- c. If the User passes the first inspection and sampling as provided in Section 30-49A (j)(6)b., the above process will be repeated every thirty (30) days, up to one hundred eighty (180) days after the previous maintenance. If at any of these inspections or sampling, or the CBOD or TSS in the sample exceeds the surcharge limits, the inspections and sampling will end and the User may be considered eligible for a permit modification to reduce the frequency of pumping out the Oil and Grease Interceptor, based on the date of the most recent passed inspection and sampling event.
- (7) Hydromechanical Grease Interceptors shall be cleaned completely a minimum of once a week, or more frequently as needed, to prevent carryover of Oil and Grease into the collection system. Maintenance shall include the complete removal of waste materials (oil, grease, and solids) and cleaning of the device, including the pipes, inlets and outlets. The User shall submit sufficient documentation on maintenance activities to the Utility Department official in accordance with the requirements set forth in the User's Oil and Grease Management Permit.
- a. All Oil and Grease and other materials removed during the scheduled cleaning shall be stored in dedicated containers provided by a licensed hauling company. The containers shall be pumped out by the hauler when 80% of total volume of the containers has been filled.

- b. Containers shall be labeled with the name and address of the User. Containers showing signs of deterioration, corrosion, or other damage shall be replaced within thirty (30) days. The lids of the dedicated containers shall be fastened and secured to prevent spills and entry of rainwater. Should any wastewater or Oil and Grease materials spill during the cleaning of the Hydromechanical Grease Interceptor or should the containers be overfilled, the User shall be responsible for cleaning the affected area.
- (8) Food establishments with fryers shall store the spent oil in dedicated containers only. Spent oil is not to be mixed with the wastewater from any other pretreatment device. Disposal of spent oil into any Oil and Grease Pretreatment Device or any part of the wastewater collection system is strictly prohibited. The contracted hauling company must dispose of all spent oil at a facility permitted to receive such wastes (hauled manifest forms shall be kept at the establishment for maintenance records).
 - a. Containers shall be labeled with the name and address of the User. Containers showing signs of deterioration, corrosion, or other damage shall be replaced. The lids of the dedicated containers shall be fastened and secured to prevent spills and entry of rainwater. Should any spent oil spill or should the dedicated containers be overfilled, the User shall be responsible for cleaning the affected area.
- (9) The User shall keep the spent oil disposal manifests onsite and available for review by the Utilities Department upon request.
- (10) Flushing the Oil and Grease Pretreatment Device with water having a temperature in excess of 140°F is strictly prohibited.
- (11) Utilities Department Officials may require the User to provide, operate and maintain, at the User's expense, appropriate monitoring facilities, such as a manhole, that are safe and accessible at all times, for observation, inspection, sample collection and flow measurement of the User's discharge to the POTW. The owner of the property served by the public sewer shall be responsible for the proper operation and maintenance of the building sewer; specifically, all plumbing from the public sewer into and including the building drain.
- (12) Additives.
 - a. The use of additives is strictly prohibited as a substitute for pumping and cleaning the Oil and Grease Pretreatment Device.
 - b. Additives shall include, but are not limited to, emulsifiers, enzymes, degreasers, bacteria and mixtures that are designed to purge, flush, eliminate or treat Oil and Grease in such a manner as to avoid capture and retention of said material in the Oil and Grease Pretreatment Device.
 - c. The use of bacteria for drain line maintenance may be considered by Utilities Department Officials on a case-by-case basis. To be eligible for consideration by Utilities Department Officials, the User shall complete a written request. If approved by Utilities Department Officials written approval shall be issued. The

use of bacteria shall in no way be considered as a substitution for the required maintenance.

(13) The City shall require an Oil and Grease Pretreatment Device found to be dilapidated, deteriorated, or otherwise impaired to be repaired or replaced. All repairs and replacements must be approved by Utilities Department Officials before the repair or replacement is performed and must be inspected before and after the repair or replacement is complete.

a. If the existing Oil and Grease Pretreatment Device can be repaired or restored to the manufacturer's original specifications and to the specifications of the Program, the applicant may be allowed to repair or restore the device in lieu of installing a new Oil and Grease Interceptor. This repair or restoration must be approved by Utilities Department Officials. If approved, this repair or restoration must occur within the two (2) years allotted by the Oil and Grease Management Permit.

b. Any user that receives a notice from Utilities Department Officials to install a new Oil and Grease Pretreatment Device shall install the device within one hundred eighty (180) days from the date of such notice unless otherwise specified by Utilities Department Officials. Any requests for extension to the required installation timeframe must be made in writing to Utilities Department Officials at least fifteen (15) days in advance of the required installation date. The written request shall include the reasons for the User's failure or inability to comply within the required timeframe, the work accomplished, the additional time needed to complete the remaining work, and the steps to be taken to avoid future delays.

(k) *Oil and Grease Management Permit.*

(1) It is prohibited for any facility producing Oil and Grease to discharge waste into the collection system without authorization from Utilities Department Officials. Any facility discharging Oil and Grease without authorization shall be subject to enforcement actions. Authorization shall be given in the form of an Oil and Grease Management Permit. Application for a permit shall be made to Utilities Department Officials. If, after examining the information contained in the Oil and Grease Management Permit application, it is determined by Utilities Department Officials that the proposed facility complies with the provisions of the Section, a permit may be issued allowing the discharge of such wastes into the collection system.

(2) Oil and Grease Management Permits shall expire two (2) years from the effective date of the permit. The User shall apply for permit reissuance a minimum of sixty (60) days prior to the expiration of the User's existing permit.

(3) The terms and conditions of the permit may be subject to modification by the City as limitations or requirements identified in this Section are modified or if other just causes exist. The User shall be informed of any proposed changes in the issued permit at least sixty (60) days prior to the effective date of the change(s). Any changes or new conditions in the permit shall include a reasonable schedule for compliance.

- (4) As a condition precedent to the granting of an Oil and Grease Management Permit, the applicant shall agree to the following:
- a. To hold harmless the City and the City's employees from any liabilities arising from the permit holder's operations under this permit.
 - b. The right for the City to enter the property for planned or random inspections and to mitigate situations related to Oil and Grease Pretreatment Devices harming the environment.
- (5) A fee for Oil and Grease Management Permit shall be set by the City. The fee shall be established to ensure full cost recovery and shall include, but not be limited to, the cost of field, administrative, engineering and clerical expenses involved. The permit fee shall be paid in accordance with the following fee schedule.

<u>APPLICABLE FEES FOR OIL AND GREASE MANAGEMENT PROGRAM</u>	
<u>Initial application. Includes the initial evaluation (\$200.00) and the Oil and Grease Management Permit effective for the first two years (\$100.00)</u>	\$300.00
<u>Renewal of the Oil and Grease Management Permit effective for two years.</u>	\$100.00

- (6) Persons who have filed incomplete applications will be notified by the City of the deficiency. The User will be given ten (10) days to correct the noted deficiency. For assistance or clarification in completing the application, contact the Utilities Department.
- (7) The Oil and Grease Management Permit may only be transferred to a new owner if more than twelve (12) months remain on the current permit, the services and menu remain the same, and the facility is not increasing the seating capacity or undergoing any service area, kitchen or food preparation area remodeling. The new permittee shall receive a transfer permit package and may be allowed to operate under that permit until its expiration date.
- (8) Common Grease Interceptors. Food service establishments inside shopping or retail centers, or users with food preparation facilities within a single structure or warehouse with different operators may be connected to a common grease interceptor. Each food service establishment shall obtain an Oil and Grease Management Permit even if utilizing a common system. Each food service establishment shall be responsible for ensuring that maintenance of the Common Grease Interceptor is performed properly and shall keep maintenance records onsite.
- (9) Administrative Procedures.

- a. Pumped oil and grease waste from Oil and Grease Pretreatment Devices shall be tracked by a manifest, which confirms pumping, hauling and disposal of waste. The uniform Oil and Grease waste manifest form for the state of Florida shall be used to track pumping, hauling and disposal of waste. The manifest shall be completed and executed by (1) the generator or its authorized representative, (2) the hauler or its authorized representative, and (3) an authorized representative of the disposal facility.
 - b. The manifest shall be available on site for immediate access by City personnel. The manifest shall be kept on file at the User's facility for a minimum of three years. The User shall submit the fully completed manifest within seven business days of the service to Utilities Department Officials.
- (l) Conditions of Non-Compliance. Any User discharging Oil and Grease shall be subject to the terms and conditions of this Section, regardless of whether the User has a current Oil and Grease Management Permit or not. Violations of this Section include, but are not limited to, the following:
- (1) General Violations.
- a. Failure to report maintenance activities to the City;
 - b. Failure to properly maintain the Oil and Grease Pretreatment Device in accordance with the provisions of this Article or the Oil and Grease Management Permit;
 - c. Failure to maintain a record of maintenance activities onsite at all times;
 - d. Failure to provide manifests, files, records or access for inspection or monitoring activities;
 - e. Failure to obtain or renew an Oil and Grease Management Permit;
 - f. Failure to install an Oil and Grease Pretreatment Device as required by Utilities Department Officials;
 - g. Installation and/or operation of an improperly sized or otherwise unauthorized Oil and Grease Pretreatment Device;
 - h. Discharge of liquid waste that contains Oil and Grease waste that exceeds the Local Limits set forth in Section 30-47(d);
 - i. Discharge of liquid waste that contains CBOD₅ and/or TSS that exceeds the Local Limits set forth in Section 30-47(d);
 - j. Failure to report significant changes in operations and/or wastewater constituents and characteristics;
 - k. Failure to report truthful information on an application, written request or manifest form;
 - l. Failure to repair or replace a deteriorated, dilapidated, and/or otherwise impaired Oil and Grease Pretreatment Device;
 - m. Failure to meet or maintain compliance as directed by a Compliance Advisory, Notice of Violation, Administrative Order (all as defined in 30-49A(m)) and/or a

schedule of compliance established for improvements or corrections of deficiencies cited;

- n. Failure to meet all other regulations or standards contained in the City of DeLand Code of Ordinances and/or the permittee's permit package;
 - o. Overflow of a sanitary sewer due to the discharge of Oil and Grease.
- (2) Violations related to Oil and Grease Interceptors. An Oil and Grease Interceptor shall be considered to be out of compliance if:
- a. The grease layer on top exceeds six (6) inches;
 - b. The solids layer on the bottom exceeds eight (8) inches;
 - c. Removal efficiencies, as determined through sampling and analysis, indicate less than eighty percent (80%) removal;
 - d. The manifests of maintenance activities demonstrate that the Oil and Grease Interceptor has not been maintained within the amount of time specified in the Oil and Grease Management Permit.
- (3) Violations related to Hydromechanical Grease Interceptors. A Hydromechanical Grease Interceptor shall be considered out of compliance if:
- a. The total volume of grease and solids is more than 25% of total fluid volume or as otherwise stated in manufacturer's specifications;
 - b. The dedicated container for Oil and Grease is more than eighty percent (80%) full;
 - c. The solids collector is more than fifty percent (50%) full;
 - d. Monitoring results for the device indicate that the removal efficiency is less than eighty percent (80%);
 - e. A bypass is occurring;
 - f. The manifests of maintenance activities demonstrate that the Hydromechanical Grease Interceptor has not been maintained within the amount of time specified in the Oil and Grease Management Permit.
- (4) Violations related to Oil and Water Separators. An Oil and Water Separator shall be considered out of compliance if:
- a. The retained oil layer is leaking into the discharge;
 - b. The captured oil reservoir is more than ninety percent (90%) full;
 - c. There are more than eight (8) inches of solids on the bottom;
 - d. The manifests of maintenance activities demonstrate that the Oil and Water Separator has not been maintained within the amount of time specified in the Oil and Grease Management Permit;
 - e. Removal efficiencies, as determined through sampling and analysis, indicate less than ninety percent (90%) removal.

(m) Enforcement.

- (1) Stage 1 Enforcement. A Compliance Advisory is an informal letter or email issued to the permittee as a reminder of the conditions contained in their Oil and Grease Management Permit and the City Code for minor noncompliance issues that have no

negative impact on the surrounding environment or the POTW. Stage 1 Enforcement may be bypassed to Stage 2 or Stage 3 based on the severity of the violation. No fines are associated with the Compliance Advisory. If the noncompliance issues are not addressed in the time specified in the Compliance Advisory, Stage 2 or Stage 3 enforcement actions shall be taken.

(2) Stage 2 Enforcement. A Notice of Violation (NOV) is a formal, certified letter from the City detailing the type of violation(s) and the time frame for compliance with the City's requirements. Evidence of compliance must be furnished to the City within the time specified in the NOV. No fines are associated with the NOV. If the noncompliance issues are not addressed within the time specified in the NOV, additional enforcement actions shall be taken.

(3) Stage 3 Enforcement. An Administrative Order (AO) is a certified letter from the City making reference to a previous NOV or AO for substantial noncompliance issues. An AO shall include a timeframe for compliance that may be shortened by Utilities Department Officials depending on whether or not the User has previously been given time to comply. Evidence of compliance must be furnished to the City within the time specified in the AO. If a User violates or continues to violate the provisions set forth in this section or fails to initiate/complete corrective action in response to a NOV or previously issued AO, then an AO shall be issued and/or Utilities Department Officials may pursue one or more of the following options:

a. Impose a monetary penalty as listed in the table below;

<u>MONETARY PENALTY CHART FOR NON-COMPLIANCE</u>	
<u>Failure to submit a manifest form for Oil and Grease Pretreatment Device maintenance within the time specified in the Permit.</u>	\$250.00
<u>Failure to submit an application or a renewal application for an Oil and Grease Management Permit.</u>	
<u>Failure to submit a payment for an Oil and Grease Management Permit or Permit Renewal.</u>	
<u>Failure to maintain a file of records, onsite, for the facility's Oil and Grease Pretreatment Device. The file shall be available at all times for inspection and review by City personnel.</u>	
<u>Failure to properly maintain an Oil and Grease Pretreatment Device as dictated by the conditions established in the permit.</u>	\$500.00
<u>Failure to install, repair or replace an Oil and Grease Pretreatment Device in accordance with this Section.</u>	\$1,000.00

<u>Failure to comply with the City's Local Limits. (Additional Surcharges may be applied on top of the penalties for CBOD, TSS and/or Oil and Grease.)</u>	
<u>Failure to properly maintain an Oil and Grease Pretreatment Device as dictated by the conditions established in the permit resulting in the occurrence of environmental damage (i.e. a sanitary sewer overflow.)</u>	

- b. Collect a sample and assess for compatible wastes in accordance with the provisions of Section 30-49A;
- c. If the violation is causing environmental damage, pump the Oil and Grease Pretreatment Device and place the appropriate charge on the User's monthly sewer bill;
- d. Assess a reasonable fee for additional inspection, sample collection and laboratory analyses; and/or
- e. Terminate water and sewer service.
- (4) Progressive enforcement action shall be pursued against users with multiple violations of the provisions of this Article.
- (5) Each day in which any violation of the Oil and Grease Management Program continues may be deemed a separate offense.
- (6) In cases where utility services have been turned off due to a violation, utility service will not be reinstated until the User comes into compliance and all fees and penalties have been paid in full to the City.
- (7) Enforcement, penalties and proceedings. If the permittee fails to comply with previous AO requirements, the City may pursue judicial action pursuant to Section 30-53.

Section 4. Severability. If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

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

(a). The provisions of Sections 2 and 3 of this Ordinance shall become and be made a part of the Code of Ordinances of the City of DeLand and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar

words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 1, 4, 5 and 6 shall not be codified.

(b). The Code codifier shall instruct the Municipal Code Corporation to make all changes necessary in the Code of Ordinances of the City of DeLand to implement the provisions of this Ordinance and is granted liberal authority to codify the provisions of this Ordinance in such manner and in such places as deemed advisable.

(c). In accordance with the City's ongoing codification program; the City Clerk, in conjunction with the City Attorney, may make corrections to the provisions of this Ordinance relative to Scrivener's errors of whatever type or nature.

Section 6. Effective Date. This Ordinance shall become effective January 1, 2026.

PASSED AND DULY ADOPTED this ____ day of _____, 2026.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julia M. Hewitt
Interim City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney