



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
FEBRUARY 2, 2026 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Pastor Mike Modica, First Assembly DeLand Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Proclamation, Black History Month.
2. Certificate of Recognition for the Black History Month Banner Recipients.
3. City of DeLand Super Star Students of the Month.
4. Certificate of Recognition Presented to Joseph Wells.
5. Presentation re Employee Years of Service Award.

CONSENT AGENDA

1. Consideration re Contract for Software and Services for BS&A Cloud.
Staff recommends that the City Commission approve the Change Order#1 authorizing the upgrade of the BS&A Cloud software.
2. Consideration re Utility Service Agreement for New York Avenue Apartments.
Staff recommends that the City Commission approve the Utility Service Agreement for the New York Apartments.
3. Consideration re Earl Brown Park Drainage Improvements, CPH Addendum #1 to Task Assignment No. 29.
Staff recommends that the City Commission approve CPH Addendum #1 to Task Assignment No. 29 which includes design and permitting, in the total amount of \$9,911.00
4. Resolution Approving SA-HMW CW SRF Loan Application.
Staff recommends that the City Commission approve the SA-HMW CW SRF Loan Application and Resolution.
5. Consideration re Award of Bid, 2025 Water Main Improvements.

Staff recommends that the City award a contract to construct the 2025 Water Main Improvements to the lowest bidder, General Underground, LLC.

6. Consideration re Authorization of Professional Services – 2025 Water Main Improvements Limited Construction Phase Services.

Staff recommends the City Commission authorize McKim & Creed to perform limited Construction Phase Services as outlined in the attached task order for the total amount of \$58,870.00.

7. Consideration re Subordination, Non-Disturbance, Attornment and Estoppel Agreement for Prospect Real Estate DeLand, LLC.

Approval subordination agreement for airport tenant refinancing.

8. Consideration re Grant of Easement for Edith Starke Elementary Lift Station.

Approval of replacement lift station easement for Starke Elementary.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

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.



The CITY OF DELAND

Volusia County, Florida

Proclamation

Whereas, Black History Month began in 1926 as the Negro History Week by Carter G. Woodson and the Association for the Study of African American Life and History; and

Whereas, currently and throughout our history many African Americans have played significant roles in the City of DeLand's economic, cultural, spiritual and political development; and

Whereas, African Americans embrace their cultural heritage in various ways including events sponsored by the African American Museum; and

Whereas, Black History Month is a time to reflect on and appreciate the contributions of African Americans to our city and country; and

Whereas, all of us should celebrate the many accomplishments and achievements of African Americans in every field of endeavors; and

Whereas, all citizens are encouraged to learn African American history today and everyday; and

Whereas, during the month of February in the City of DeLand historical downtown you will see Black History Month banners displaying the faces and accomplishments of DeLand's black community members. The Black History Month banner program was created in 2019 by the Greater Union Life Center and local community leaders. Each year different recipients are chosen through an application and committee selection process; and

Whereas, the Greater Union Life Center felt the need in the community to showcase prominent black figures during black history month to educate, inform and inspire all who walk or drive through Downtown DeLand. The Black History Month banners have become a significant staple within our community and we are grateful for the opportunity to showcase such a great history.

Whereas, The City of DeLand is proud to honor the history and contributions of African s in our City and throughout the nation.

Now, therefore, I, Christopher M. Cloudman, Mayor of the City of DeLand, do hereby proclaim the month of February 2026 as

Black History Month

in the City of DeLand and encourage all citizens to celebrate Black History month and to recognize the significant contributions of African Americans to our City and nation.

Done and proclaimed this 2nd day of February 2026.

Christopher M. Cloudman, Mayor

Attest

Julia Hewitt, Interim City Clerk



The CITY OF DELAND

Volusia County, Florida

Certificate of Recognition

Presented to

*Anthony Williams
Bishop S. C. Tillman
David Grant
Corey Yvette Williams
Dauphne Saunders
Ernest Harris
Johnnie Mae
Frederick Reese Hinson*

*Melvin Dawson
Myra Hinson
Reggie Odom
Sally Earl
Sharron Hill
Tony Collier
Wylie Tucker
Zenesha Barkley*

Whereas, during the month of February in the City of DeLand's historical downtown you will see Black History Month banners displaying the faces and accomplishments of local black community members. The Black History Month banner program was created in 2019 by the Greater Union Life Center and local community leaders. Each year different recipients are chosen through an application and committee selection process; and

Whereas, the Greater Union Life Center felt the need in the community to showcase prominent black figures during black history month to educate, inform and inspire all who walk or drive through Downtown DeLand. The Black History Month banners have become a significant staple within our community and we are grateful for the opportunity to showcase such a great history.

Whereas, The City of DeLand is proud to honor the history and contributions of this year's honorees.

Done and proclaimed this 16th day of February 2026.

Christopher M. Cloudman, Mayor

Attest

Julia Hewitt, Interim City Clerk



TO: Julia Hewitt, Deputy City Clerk

FROM: Teri Byrnes, Executive Assistant to the City Manager

DATE: January 21, 2026

SUBJECT: City of DeLand Super Star Student of the Month - February

For the February 2, 2026 agenda, the City of DeLand Super Star Student of the Month recognizes:

Blue Lake Elementary: Kai Burnside

Chisholm Community Center After School Program: Caliah Dunn

Citrus Grove Elementary: Ryder Dye

DeLand High School: Marceles Carey

DeLand Middle School: Evelyn Carter

DeLand PAL: Joanna Rosario

DeLand Police Cadet: No submission

DeLand Preparatory Academy: Patrick MacCollister

Discovery Academy: No submission

Freedom Elementary: Ethan Parliment

George Marks Elementary: Camilla Ammons

Southwestern Middle School: Fernanda Gaytan-Martinez

St. Barnabas: Harper Ward

St. Peter's Catholic School: No submission

Starke Elementary: Michael Dague

Stetson Baptist: Leah Cruses

TOP Academy: Armeinna Owens

Woodward Avenue: Alycia Gordon



The CITY OF DELAND
Volusia County, Florida

Certificate of Recognition

Presented to
Joseph Wells

Whereas, In recognition of extraordinary bravery, selflessness, and civic duty demonstrated on January 16, 2025, in DeLand, Florida; and

Whereas, Mr. Joseph Wells courageously intervened in a violent assault involving a student waiting at a school bus stop. Despite the presence of a knife and significant personal risk, he acted without hesitation—successfully restraining the attacker until law enforcement arrived. His decisive actions likely prevented serious injury or loss of life; and

Whereas, Beyond his heroism, Mr. Wells displayed profound humility, stating he merely did what anyone would do. His actions stand as a powerful example of compassion, courage, and community responsibility, and they serve as an inspiration to all.

Now, therefore, I, Christopher M. Cloudman, Mayor of the City of DeLand, and on behalf of the City Commission, do hereby recognize Mr. Joseph Wells with this certificate in grateful appreciation and public recognition of his outstanding bravery and character.

Done and proclaimed this 2nd day of February 2026.

Attest

Christopher M. Cloudman, Mayor

Julia Hewitt, Interim City Clerk

CITY OF DELAND
Request for Commission Action
February 2, 2026

SUBJECT: Presentation re Employee Years of Service Award.

DEPARTMENT: Human Resources

PREPARED BY: Jeremy Wiggins, HR Director

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, January 28, 2026

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 accomplishments the City is proud to celebrate, and to extend its gratitude for their exceptional dedication.

10 Years of Service

Rebecca Ackerman, Office Administrator

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

CITY OF DELAND
Request for Commission Action
February 2, 2026

SUBJECT: Consideration re Contract for Software and Services for BS&A Cloud.

DEPARTMENT: Information Technology

PREPARED BY: Alberto Cirelli, IT Director

ATTACHMENTS: 2025 BS&A Cloud Upgrade Quote, SelectronQuote, BS&A Contract & Order Form

APPROVED BY: Michael Pleus, City Manager, January 28, 2026

SUMMARY/HIGHLIGHT:

In 2020, the City purchased and implemented BS&A Software as its Enterprise Resource Planning (ERP) system. BS&A Software has since announced a transition for all on-premise clients to its cloud-based platform, known as BS&A Online. Moving forward, all software enhancements, feature updates, and system improvements will be available exclusively through the cloud version of the software.

The Fiscal Year 2025/2026 adopted budget includes the necessary funding to support the upgrade and migration to BS&A Online. These funds encompass software implementation costs, staff training, required travel, and project management services associated with the transition.

The proposed resolution authorizes the City to proceed with the upgrade and migration from the on-premise BS&A system to the BS&A Online cloud platform, ensuring continued access to system updates, enhanced functionality, and long-term operational support.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The total for the implementation is as follows for the next five years, for a total of \$787,000.00

FY 25/26 Budget \$247,000.00

FY 26/27 Budget \$108,000.00

FY 27/28 Budget \$108,000.00

FY 28/29 Budget \$108,000.00

FY 29/30 Budget \$108,000.00

FY 30/31 Budget \$108,000.00

The FY 25/26 budget includes \$247,000 for this project in the Capital Fund.

RECOMMENDATION:

It is recommended that the City Commission approve the Change Order#1 authorizing the upgrade purchase of the BS&A Cloud software from BS&A Software.

BACKGROUND/DISCUSSION:

The City conducted a competitive procurement in 2019-2020 pursuant to RFP No. 19-10 ERP System Selection Project pursuant to which the City selected the BS&A software. This transition to BS&A's internet (cloud) based system is an extension of that original procurement.

Proposal for:
City of Deland, Volusia County FL
September 30, 2025
Quoted by: Steve Rennell

Software and Services for BS&A Cloud



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

Upgrade - Cloud Modules – Annual Fee

Financial Management		
GL-General Ledger		\$10,760.00
AP-Account Payable		\$8,690.00
PO-Purchase Order		\$8,520.00
CR-Cash Receipting		\$9,565.00
AR-Account Receivables		\$8,170.00
FA-Fixed Assets		\$7,995.00
	Total	\$53,700.00
Personnel Management		
PR-Payroll		\$14,620.00
HR-Human Resources		\$10,235.00
	Total	\$24,855.00
BS&A Online		
BSAO-Public Record Search		\$2,975.00
	Total	\$2,975.00
Utility Billing		
UB-Utility Billing		\$26,400.00
	Total	\$26,400.00
	Subtotal	\$107,930.00

New Purchase - Cloud Modules - Annual Fee

Platform

Laserfiche		\$1,965.00
	Total	\$1,965.00
	Subtotal	\$1,965.00

Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

Total **\$31,350.00**

Implementation and Training

- \$1,425/day
- Days quoted are estimates; you are billed for actual days used
- Training days quoted/billed in full day increments only

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Setup Days

ITS Setup - FM	Setup Days: 4	\$5,700.00
ITS Setup - HRIS	Setup Days: 3	\$4,275.00
ITS Setup - UB	Setup Days: 3	\$4,275.00
ITS Setup - Platform	Setup Days: 1	\$1,425.00
Total Setup Days: 11		Subtotal: \$15,675.00

Implementation and Training Days

ITS Training - FM	Training Days: 9	\$12,825.00
ITS Training - HRIS	Training Days: 16	\$22,800.00
ITS Training - UB	Training Days: 15	\$21,375.00
Total Training Days: 40		Subtotal: \$57,000.00
Total Days: 51		Total: \$72,675.00

Post-Go Live Assistance

- Review and consult on streamlining day-to-day activities as they relate to the processes within the BS&A modules
- Assist customers with more detailed and advanced report options available within the BS&A modules
- Revisit commonly-used procedures discussed during training
- As needs arise, provide assistance with bank reconciliations
- \$1,425/day
- Days quoted are estimates; you are billed for actual days used

Post-Go Live for all modules for which training was performed	Training Days: 6	\$8,550.00
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Cost Totals

Upgrade Modules – Annual Fee	Subtotal	\$107,930.00
Cloud New Purchase – Annual Fee	Subtotal	\$1,965.00
Project Management	Subtotal	\$31,350.00
Implementation and Training	Subtotal	\$72,675.00
Post-Go Live Assistance	Subtotal	\$8,550.00
Total Proposed		\$222,470.00

The final invoice will reflect actual expenses following the completion of training activities based on the guidelines described below.

\$160/\$185/\$225 per day hotel, varies by state
\$90 per day car rental
\$70 per day meals
\$730 per trip airfare/related expenses
\$0.70/mile round trip for drive distance

PREPARED FOR: **City of DeLand, FL**

Price Quote

Host Database Conversion to Cloud

\$13,500

Selectron's solutions are currently integrated to the BS&A database on premise at the City. Selectron will provide professional services to change the current premise integration to the new BS&A hosted (cloud) database. Professional services include project management, implementation and testing of the new integration prior to go-live.

Customer Discount

(\$4,500)

Total Cost

\$9,000

PRICING & PAYMENT INFORMATION

The contract period begins upon execution. Pricing does not include additional application integration charges that may be required as part of this solution. This includes Application Vendor API, user, or implementation fees, additional licensing fees, or other surcharges directly or indirectly charged by or remitted to the Application Vendor.

SETUP FEE PAYMENT SCHEDULE

- 45% Invoiced at time of execution of contracts
- 55% Invoiced upon system available for initial user acceptance testing

TRAVEL FEE PAYMENT SCHEDULE

- 100% All travel and related fees are scheduled in advance including travel days and will be invoiced upon completion of travel at \$2,000 per day per person.

ANNUAL FEES, BUNDLES, AND SUPPORT

- 100% Invoiced at time of execution of contracts. Recurring fees are invoiced 45 days prior to renewal.

In the event the customer terminates agreement prior to the end of the commitment term, 100% of all remaining unpaid fees for the term become immediately due.

CHANGE ORDERS INCLUDING TIME AND MATERIAL RATES

- All service work and/or deliverables not listed, defined, or provided as optional deliverables in this document are considered outside of the scope of this project effort. Out of scope services will be invoiced at Selectron's then current Time and Material rate, currently \$225.00 per hour.
- If the out of scope services require a formal change order, the Company and Customer will mutually agree in writing, which will include a scope of work, timeline for delivery, Company and Customer responsibilities and the price terms and conditions. Upon acceptance by Customer and issuance of required purchasing documentation, all Change Orders shall be governed by the terms and conditions of this Agreement, no other terms or conditions

shall apply. Customer acknowledges that such Change Orders may affect the implementation schedule and dates otherwise established as part of the project plan.

TAXES

Sales Tax or any other applicable taxes are ***not included*** in any of the pricing in this agreement. All applicable taxes will be invoiced, collected and remitted in accordance with state and local tax laws.

PAYMENT TERMS

Terms are net 45 days from date of invoice. Past due invoices are subject to a 1.5% per month late fee. All presented pricing is in US Dollars.

VENDOR INFORMATION

Selectron Technologies, Inc.
12323 SW 66th Avenue Portland, OR 97223
Ph: 503.443.1400 Fax: 503.443.2052

**BS&A
CUSTOMER ORDER FORM**

This Customer Order Form (this “**Order**”) is entered into as of the “**Effective Date**” identified below between BS&A Software, LLC, a Delaware limited liability company with offices located at 14965 Abbey Lane, Bath, MI 48808 (“**BS&A**”) and the “**Customer**” identified below. This Agreement (as defined below) is entered into pursuant to and in furtherance of that certain competitive procurement conducted by the Customer in 2019-2020 pursuant to RFP No. 19-10 ERP System Selection Project. Capitalized terms used but not defined in this Order have the meanings given them elsewhere in the Agreement (as defined below). BS&A and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**”. The Parties hereby agree as follows:

Customer Name: City of Deland, Volusia County FL	Sponsor Contact: []
Billing Address: []	Sponsor Phone: []
Accounts Payable Email: []	Sponsor Email: []

Platform and Fee Information

Effective Date: []	
Platform Description: Those modules and feature packs of BS&A’s proprietary hosted enterprise resource planning service for managing local government functions that are identified in the Pricing Sheet.	
“Usage Limitations”: ☐ <i>Number of Authorized Users:</i> [INSERT # OF SEATS] ☐ <i>Other:</i> [INSERT OTHER USAGE LIMITATIONS, IF ANY]	
“Initial Subscription Period”: [One (1) year]	Subscription Fees: \$109,895, payable [annually].
The “ Initial Subscription Period ” shall begin the at the earlier date of • One (1) year after the Effective Date for any new software modules • Six (6) months after the Effective Date for any software modules upgrading from BS&A’s .NET Platform	
Professional Services (if any): \$112,575	Service Fees (if any):
Other Customer Terms:	

The Customer Agreement (the “**Agreement**”), made and entered into as of the Effective Date between BS&A and Customer, includes and incorporates: (i) the above Order; (ii) any Orders previously or subsequently entered into by the Parties; and (iii) the Customer Terms and Conditions, which are attached to this Order (the “**Terms and Conditions**”); and (iv) the Pricing Sheet attached to this Order (the “**Pricing Sheet**”).

BS&A SOFTWARE, LLC

CITY OF DELAND

Name: _____
Title: _____

Name: _____
Title: _____

EXHIBIT A
CUSTOMER TERMS AND CONDITIONS

The Parties agree as follows:

1. Definitions.

1.1 **"Authorized User"** means Customer's employees, consultants, contractors, and agents: (i) who are authorized by Customer to access and use the Platform under this Agreement; and (ii) for whom access to the Platform has been purchased hereunder.

1.2 **"BS&A IP"** means the Platform and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, BS&A IP includes Usage Data and any information, data, or other content derived from BS&A's provision of the Platform but does not include Customer Data.

1.3 **"Business Contact Data"** means Personal Information that relates to BS&A's relationship with Customer, including, by way of example and without limitation, the names and contact information of Authorized Users and any other data BS&A collects for the purpose of managing its relationship with Customer, identity verification, or as otherwise required by applicable laws, rules, or regulations.

1.4 **"Customer Data"** means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform, including Business Contact Data; provided that, for purposes of clarity, Customer Data as defined herein does not include Business Contact Data or Usage Data.

1.5 **"Documentation"** means Company's end user documentation relating to the Platform, including any user guides.

1.6 **"Harmful Code"** means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.

1.7 **"Order"** means: (i) a purchase order, order form, or other ordering document entered into by the Parties that incorporates this Agreement by reference; or (ii) if Customer registered for the Platform through BS&A's online ordering process, the results of such online ordering process.

1.8 **"Personal Information"** means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered "personal data", "personally identifiable information", or something similar under applicable laws, rules, or regulations relating to data privacy.

1.9 **"Platform"** has the meaning set forth on the Order.

1.10 **"Professional Services"** means training, migration, implementation, integration, or other professional services that are provided to Customer in connection with its use of the Platform hereunder.

1.11 **"Subscription Period"** means the time period identified on the Order during which Customer's Authorized Users may access and use the Platform.

1.12 **"Third-Party Products"** means any third-party products provided with, integrated with, or incorporated into the Platform.

1.13 **"Usage Data"** means usage data collected and processed by BS&A in connection with Customer's use of the Platform, including without limitation test configuration metadata, activity logs, and data used to optimize and maintain performance of the Platform, and to investigate and prevent system abuse. For purposes of clarity, Customer Data is not Usage Data and Usage Data does not contain Personal Information or any other Customer Data.

1.14 **"Usage Limitations"** means the usage limitations set forth in this Agreement and the Order, including without limitation any limitations on the number of Authorized Users (if any), and the applicable product, pricing, and support tiers agreed-upon by the Parties.

2. Access and Use.

2.1 Provision of Access. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including without limitation the Usage Limitations, Customer may, solely through its Authorized Users, access and use the Platform during the Subscription Period on a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable basis. Such use is limited to Customer's internal business purposes and the features and functionalities specified in the Order. Each Authorized User must have its own unique account on the Platform and Authorized Users may not share their account credentials with one another or any third party. Customer will be responsible for all of the acts and omissions of its Authorized Users in connection with this Agreement and for all use of Authorized Users' accounts.

2.2 Documentation License. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable license to use the Documentation during the Subscription Period solely for Customer's internal business purposes in connection with its use of the Platform.

2.3 Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of any BS&A IP, whether in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (iv) remove any proprietary notices from any BS&A IP; (v) use any BS&A IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) access or use any BS&A IP for purposes of competitive analysis of BS&A or the Platform, the development, provision, or use of a competing software service or product, or any other purpose that is to BS&A's detriment or commercial disadvantage; (vii) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of valid access credentials; (viii) input, upload, transmit, or otherwise provide to or through the Platform any information or materials, including Customer Data, that are unlawful or injurious or that infringe or otherwise violate any third party's intellectual property or other rights, or that contain, transmit, or activate any Harmful Code; or (ix) use any BS&A IP for any activity where use or failure of the BS&A IP could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.

2.4 Reservation of Rights. BS&A reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the BS&A IP.

2.5 Suspension. Notwithstanding anything to the contrary in this Agreement, BS&A may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Platform if: (i) BS&A reasonably determines that (a) there is a threat or attack on any of the BS&A IP; (b) Customer's or any Authorized User's use of the BS&A IP disrupts or poses a security risk to the BS&A IP or to any other customer or vendor of BS&A; (c) Customer, or any Authorized User, is using the BS&A IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (e) BS&A's provision of the Platform to Customer or any Authorized User is prohibited by applicable law; or (f) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform may infringe or otherwise violate any third party's intellectual property or other rights; (ii) any vendor of BS&A has suspended or terminated BS&A's access to or use of any Third-Party Products required to enable Customer to access the Platform; or (iii) in accordance with Section 7.1 (any such suspension described in subclauses (i), (ii), or (iii), a "**Service Suspension**"). BS&A shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Platform following any Service Suspension. BS&A shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Service Suspension is cured. BS&A will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

2.6 Business Contact Data and Usage Data. Notwithstanding anything to the contrary in this Agreement,

BS&A may process Business Contact Data: (i) to manage BS&A's relationship with Customer; (ii) to carry out BS&A's core business operations, such as, by way of example and without limitation, accounting, audits, tax preparation and for filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Platform, and to prevent harm to BS&A, Customer, and BS&A's other customers; (iv) for identity verification purposes; and (v) to comply with applicable laws, rules, and regulations relating to the processing and retention of Personal Information to which BS&A may be subject. BS&A may process Usage Data for any lawful purpose, including to monitor, maintain, and optimize the Platform.

3. Customer Responsibilities.

3.1 General. Customer is responsible and liable for all uses of the Platform and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Platform and shall cause Authorized Users to comply with such provisions.

3.2 Third-Party Products. BS&A may from time to time make Third-Party Products available to Customer or BS&A may allow for certain Third-Party Products to be integrated with the Platform to allow for the transmission of Customer Data from such Third-Party Products into the Platform. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. BS&A is not responsible for the operation of any Third-Party Products and makes no representations or warranties of any kind with respect to Third-Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products. By authorizing BS&A to transmit Customer Data from Third-Party Products into the Platform, Customer represents and warrants to BS&A that it has all right, power, and authority to provide such authorization.

3.3 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Platform; (iii) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party platforms or service providers ("**Customer Systems**"); (iv) the security and use of Customer's and its Authorized Users' access credentials; and (v) all access to and use of the Platform directly or indirectly by or through the Customer Systems or its or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. For purposes of clarity, Customer Systems do not include BS&A's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks operated directly by BS&A and its third-party service providers.

4. Support. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including payment of applicable Fees, BS&A will use commercially reasonable efforts to provide Customer with basic customer support via BS&A's standard support channels during BS&A's normal business hours.

5. Professional Services. BS&A will perform Professional Services as described in an Order. Customer will provide BS&A all reasonable cooperation required for BS&A to perform the Professional Services, including without limitation timely access to any reasonably required Customer materials, information, or personnel. Subject to any limitations identified in an Order, Customer will reimburse BS&A's reasonable travel and lodging expenses incurred in providing Professional Services. To the extent the Professional Services result in any work product of any kind or character ("**Work Product**"), all such Work Product will remain owned solely and exclusively by BS&A and, to the extent any such Work Product consists of enhancements, improvements, or other modifications to the Platform, such Work Product may be used by Customer solely in connection with Customer's authorized use of the Platform under this Agreement.

6. Insurance. During the Subscription Period, BS&A shall procure and maintain appropriate insurance policies with coverage limits that are commensurate with industry standards and sufficient to protect against potential risks associated with this Agreement. The insurance policies shall be obtained from reputable and financially sound insurance providers, and BS&A agrees to provide proof of such insurance upon request by Customer.

7. Fees and Taxes.

7.1 Fees. The Platform may be provided for a fee or other charge. Customer shall pay BS&A the fees (“Fees”) identified in the Order without offset or deduction at the cadence identified in the Order (e.g., monthly or annually). BS&A may increase the Fees annually, provided that BS&A will provide Customer at least thirty (30) days’ notice of such increase prior to the end of the then-current Term. The amount of the Fee increase will be in BS&A’s sole discretion, provided that Customer agrees that the increase may be at least the greater of: (i) five percent (5%); or (ii) the annual increase in the relevant Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics for the then-current calendar year, in each case as compared to the Fees applicable during then-current Term, as applicable. Fees paid by Customer are non-refundable. Customer shall make all payments hereunder in US dollars by ACH or via another reasonable method chosen by BS&A, to such account as BS&A may specify in writing from time to time, or by another mutually agreed-upon payment method. If Customer pays via invoice, Customer will pay the invoiced amount within thirty (30) calendar days of the invoice date. If Customer fails to make any payment when due, and Customer has not notified BS&A in writing within ten (10) days of the payment becoming due and payable that the payment is subject to a good faith dispute, without limiting BS&A’s other rights and remedies, and to the fullest extent permissible under applicable law: (i) BS&A may charge interest on the undisputed past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse BS&A for all reasonable costs incurred by BS&A in collecting any late payments or interest, including attorneys’ fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, BS&A may suspend Customer’s and its Authorized Users’ access to all or any part of the Platform until such amounts are paid in full.

7.2 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on BS&A’s income. Customer is a Florida governmental entity and is not currently subject to any sales, use or excise taxes.

8. Confidential Information.

8.1 Definition. From time to time during the Subscription Period, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media that: (i) is marked, designated or otherwise identified as “confidential” or something similar at the time of disclosure or within a reasonable period of time thereafter; or (ii) would be considered confidential by a reasonable person given the nature of the information or the circumstances of its disclosure (collectively, “Confidential Information”). Except for Personal Information, Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without use of, reference to, or reliance upon the disclosing Party’s Confidential Information.

8.2 Duty. The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees, contractors, and agents who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder (“Representatives”). The receiving Party will be responsible for all the acts and omissions of its Representatives as they relate to Confidential Information hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party’s rights under this Agreement, including to make required court filings. Further, notwithstanding the foregoing, each Party may disclose the terms and existence of this Agreement to its actual or potential investors, debtholders, acquirers, or merger partners under customary confidentiality terms.

8.3 Return of Materials; Effects of Termination/Expiration. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party’s Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party’s obligations of non-use and non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years from the date of termination or expiration of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret

protection under applicable law.

8.4 Florida Public Records Law Compliance. BS&A acknowledges that Customer is a Florida governmental entity subject to Florida's public records laws and the terms of this Section 8 or any other provision of this Agreement notwithstanding, both Parties shall comply with all applicable laws and compliance with such laws shall not constitute a violation of this Agreement.

9. Data Security and Processing of Personal Information.

9.1 Customer Data. Customer hereby grants to BS&A a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for BS&A to provide the Platform and otherwise perform its obligations hereunder. Customer may export the Customer Data at any time through the features and functionalities made available via the Platform. For the avoidance of doubt, aggregated, de-identified, and anonymized portions, sets, or other combinations of Customer Data that do not contain personally identifying elements of Customer's identity or of any Authorized Users are Usage Data and not Customer Data.

9.2 Security Measures. BS&A will implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Data (including Personal Information provided as part of Business Contact Data) from unauthorized access, use, alteration, or disclosure.

9.3 Processing of Personal Information. BS&A's rights and obligations with respect to Personal Information that it collects directly from individuals (if any) are set forth in BS&A's Privacy Policy (as amended from time to time in accordance with its terms). Personal Information processed by BS&A on behalf of Customer is considered Customer Data and is governed by the terms of this Agreement.

10. Intellectual Property Ownership; Feedback.

10.1 BS&A IP. Customer acknowledges that, as between Customer and BS&A, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the BS&A IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

10.2 Usage Data. Customer acknowledges that, as between BS&A and Customer, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the Usage Data.

10.3 Customer Data. BS&A acknowledges that, as between BS&A and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data.

10.4 Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to BS&A by mail, email, telephone, or otherwise, suggesting or recommending changes to the BS&A IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), BS&A is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

11. Mutual Warranties; Disclaimer of Other Warranties.

11.1 Mutual Warranties. Each party hereby represents and warrants to the other that: (i) it has the full right, power, and authority to enter into, execute, and perform its obligations under this Agreement without any conflict with or violation of any other obligations to which it may be subject; and (ii) this Agreement is binding on such party in accordance with its terms.

11.2 Disclaimer of Other Warranties. THE BS&A IP IS PROVIDED "AS IS" AND BS&A HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BS&A SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. BS&A MAKES NO WARRANTY OF ANY KIND THAT THE BS&A IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER PLATFORM, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

12. Indemnification.

12.1 BS&A Indemnification.

(a) BS&A shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") brought against Customer alleging that the Platform, or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights; provided that Customer promptly notifies BS&A in writing of the claim, cooperates with BS&A, and allows BS&A sole authority to control the defense and settlement of such claim.

(b) If such a claim is made or appears possible, Customer agrees to permit BS&A, at BS&A's sole discretion: to (i) modify or replace the Platform, or component or part thereof, to make it non-infringing; or (ii) obtain the right for Customer to continue use. If BS&A determines that neither alternative is reasonably commercially available, BS&A may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, and as Customer's sole and exclusive remedy therefor, BS&A will provide to Customer a prorated refund of prepaid, unused Fees attributable to the Platform (and not including any one-time Fees for Professional Services).

(c) This Section 12.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Platform in combination with data, software, hardware, equipment, or technology not provided by BS&A or authorized by BS&A in writing; (ii) modifications to the Platform not made by BS&A; (iii) Customer Data; or (iv) Third-Party Products.

12.2 Customer Indemnification. To the extent permitted under applicable laws, Customer shall indemnify, hold harmless, and, at BS&A's option, defend BS&A from and against any Losses resulting from any Third-Party Claim alleging that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property or other rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Platform in a manner not authorized by this Agreement; or (iii) use of the Platform in combination with data, software, hardware, equipment or technology not provided by BS&A or authorized by BS&A in writing; in each case provided that Customer may not settle any Third-Party Claim against BS&A unless BS&A consents to such settlement, and further provided that BS&A will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice. This section or any other provision of this Agreement notwithstanding, Customer's contractual duty to indemnify BS&A is limited to the amounts set forth in Section 768.28(5)(a), Florida Statutes (2025), related to the statutory waiver of sovereign immunity. Furthermore, nothing in this Agreement shall be deemed a waiver of Customer's sovereign immunity.

12.3 Sole Remedy. THIS SECTION 12.3 SETS FORTH CUSTOMER'S SOLE REMEDIES AND BS&A'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER BS&A WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY WITH RESPECT TO LIABILITIES ARISING FROM: (A) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8; (B) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT; OR (C) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 (PROVIDED THAT BS&A'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH SUCH INDEMNIFICATION OBLIGATIONS WILL NOT EXCEED THREE TIMES (3X) THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM).

14. Subscription Period and Termination.

14.1 Subscription Period. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the period identified in the Order (the "**Initial Subscription Period**"). This Agreement will automatically renew for additional successive terms equal to the length of the Initial Subscription Period unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a "**Renewal Subscription Period**" and together with the Initial Subscription Period, the "**Subscription Period**").

14.2 Termination. In addition to any other express termination right set forth in this Agreement:

(a) BS&A may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after BS&A's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2.3 or Section 8;

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(d) The Customer's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the City Commission of the City of DeLand. This Agreement shall automatically terminate in the event of non-appropriation by the Customer.

14.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the BS&A IP and, without limiting Customer's obligations under Section 8, Customer shall delete, destroy, or return all copies of the BS&A IP and certify in writing to the BS&A that the BS&A IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

14.4 Survival. This Section 14.4 and Sections 1, 5, 8, 10, 11, 12, 13, 14.3, and 15 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

15. Miscellaneous.

15.1 Relationship of the Parties. BS&A performs its obligations hereunder as an independent contractor and not a partner, joint venture, or agent of Customer and shall not bind nor attempt to bind Customer to any contract without Customer's prior written approval on a case-by-case basis. BS&A is responsible for hiring, firing, and supervising its personnel is solely responsible hereunder for its personnel, including without limitation for: (a) payment of compensation to such personnel; (b) withholding (if applicable), paying, and reporting, for all personnel assigned to perform services (including Professional Services) in connection with this Agreement, applicable tax withholding, social security taxes, employment head taxes, unemployment insurance, and other taxes or charges applicable to such personnel; and (c) health or disability benefits, retirement benefits, or welfare, pension, or other benefits (if any) to which such personnel may be entitled. For purposes of clarity, BS&A's personnel will not be eligible to participate in any of Customer's employee benefit plans, fringe benefit programs, group insurance arrangements, or similar programs.

15.2 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; and (ii) second, any other documents incorporated herein by

reference.

15.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

15.4 Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party’s reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

15.5 Amendment and Modification. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

15.6 Waiver. No failure or delay by either Party in exercising any right or remedy available to it in connection with this Agreement will constitute a waiver of such right or remedy. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the Party granting the waiver.

15.7 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.8 Governing Law; Submission to Jurisdiction. To the extent permissible under applicable laws, this Agreement is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Florida. To the extent permissible under applicable laws, any legal suit, action, or proceeding arising out of or related to this Agreement must be instituted in the federal courts of the United States or the courts of the State of Florida in each case located in Volusia County, Florida and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

15.9 Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder (except in the case of either Party utilizing authorized subcontractors and consultants), in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. Notwithstanding the foregoing, either Party may freely assign this Agreement to an affiliate or successor in interest in the event of a merger, acquisition, sale of all or substantially all of its assets, corporate reorganization, or other change in control, without the prior consent of the other Party.

15.10 Export Regulation. The Platforms utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Platform or the underlying software or technology to, or make the Platform or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform or the underlying software or technology available outside the US.

15.11 US Government Rights. Each of the Documentation and software components that constitute the

Platform is a “commercial item” as that term is defined at 48 C.F.R. § 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Documentation and the Platform as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

15.12 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 8 or, in the case of Customer, Section 2.3, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

15.13 Florida Statutory Provisions. Florida law requires that contracts between Florida governmental entities, such as the Customer, and private contractors, such as BS&A, contain certain provisions. Pursuant to Florida Statutes, the following provisions are incorporated into this Agreement:

a. Public Entity Crime Act

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

b. Scrutinized Companies

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

c. Public Records

IF THE BS&A HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BS&A’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTOMER CLERK’S OFFICE, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA 32720, PHONE: 386-626-7130.

BS&A shall comply with public records laws, and BS&A shall:

1. Keep and maintain public records required by the Customer to perform the service.
2. Upon request from the Customer’s custodian of public records, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if BS&A does not transfer the records to the Customer.

4. Upon completion of the Agreement, transfer, at no cost, to the Customer all public records in possession of BS&A. If BS&A transfers all public records to the Customer upon completion of the Agreement, BS&A shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If BS&A keeps and maintains public records upon completion of the Agreement, BS&A shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer's custodian of public records, in an industry standard format.

d. E-Verify

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

EXHIBIT B
PRICING SHEET
(Based on Quote 00098 | September 30, 2025)

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

Upgrade - Cloud Modules – Annual Fee

Financial Management		
GL-General Ledger		\$10,760.00
AP-Account Payable		\$8,690.00
PO-Purchase Order		\$8,520.00
CR-Cash Receipting		\$9,565.00
AR-Account Receivables		\$8,170.00
FA-Fixed Assets		\$7,995.00
	Total	\$53,700.00
Personnel Management		
PR-Payroll		\$14,620.00
HR-Human Resources		\$10,235.00
	Total	\$24,855.00
BS&A Online		
BSAO-Public Record Search		\$2,975.00
	Total	\$2,975.00
Utility Billing		
UB-Utility Billing		\$26,400.00
	Total	\$26,400.00
	Subtotal	\$107,930.00

New Purchase - Cloud Modules - Annual Fee

Platform		
Laserfiche		\$1,965.00
	Total	\$1,965.00
Subtotal		\$1,965.00

Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

Total **\$31,350.00**

Implementation and Training

- \$1,425/day
- Days quoted are estimates; you are billed for actual days used
- Training days quoted/billed in full day increments only

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Setup Days

ITS Setup - FM	Setup Days: 4	\$5,700.00
ITS Setup - HRIS	Setup Days: 3	\$4,275.00
ITS Setup - UB	Setup Days: 3	\$4,275.00
ITS Setup - Platform	Setup Days: 1	\$1,425.00
Total Setup Days: 11		Subtotal: \$15,675.00

Implementation and Training Days

ITS Training - FM	Training Days: 9	\$12,825.00
ITS Training - HRIS	Training Days: 16	\$22,800.00
ITS Training - UB	Training Days: 15	\$21,375.00
Total Training Days: 40		Subtotal: \$57,000.00
Total Days: 51		Total: \$72,675.00

Post-Go Live Assistance

- Review and consult on streamlining day-to-day activities as they relate to the processes within the BS&A modules
- Assist customers with more detailed and advanced report options available within the BS&A modules
- Revisit commonly-used procedures discussed during training
- As needs arise, provide assistance with bank reconciliations
- \$1,425/day
- Days quoted are estimates; you are billed for actual days used

Post-Go Live for all modules for which training was performed	Training Days: 6	\$8,550.00
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Cost Totals

Upgrade Modules – Annual Fee	Subtotal	\$107,930.00
Cloud New Purchase – Annual Fee	Subtotal	\$1,965.00
Project Management	Subtotal	\$31,350.00
Implementation and Training	Subtotal	\$72,675.00
Post-Go Live Assistance	Subtotal	\$8,550.00

Total Proposed	\$222,470.00
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The final invoice will reflect actual expenses following the completion of training activities based on the guidelines described below.

\$160/\$185/\$225 per day hotel, varies by state
 \$90 per day car rental
 \$70 per day meals
 \$730 per trip airfare/related expenses
 \$0.70/mile round trip for drive distance

CITY OF DELAND
Request for Commission Action
February 2, 2026

SUBJECT: Consideration re Utility Service Agreement for New York Avenue Apartments.

DEPARTMENT: Utilities

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

ATTACHMENTS: 225 NY Avenue Apts - REVISED VERSION FOR EXECUTION, New York APTS partially signed USA (1)

APPROVED BY: Michael Pleus, City Manager, January 29, 2026

SUMMARY/HIGHLIGHT:

The New York Apartments complex project is located at 225 E. New York Avenue on the north side of the road mid-block between Florida Avenue and Clara Avenue. The proposed apartments will equate to eighty-four (84) residential units. The attached Utility Service Agreement contains the usual terms and conditions required by the City for utility service. No reimbursement for oversizing of offsite utilities is provided.

The project is also in the Downtown Fair Share service area and per section #19 of the Utility Service Agreement has agreed to the payment of additional fees for their development. As is consistent with City policy, the developer has executed this agreement which is intended to compensate the City for the use and planned improvements to allow increased density in proportion to the capacity of such utilities used by the developer.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Infrastructure

FISCAL IMPACT:

At buildout, the city will receive water and impact fees and ongoing utility revenue from the eighty-four residential apartments constructed. In addition, the city will receive payment for the Downtown Fair Share contribution in the amount of \$147,000 (\$1,750 per unit x 84 units).

RECOMMENDATION:

Staff recommends that the City Commission approve the attached Utility Service Agreement for the New York Apartments.

BACKGROUND/DISCUSSION:

The City Attorney has added a provision to the utility service agreement which states that the developer acknowledges that it is not entitled to any reduction in the connection charges or Downtown Fair Share charge on account of any argument that these apartment units will use less water or produce less effluent than the units which form the basis of the connection charge calculations.

**UTILITY SERVICE AGREEMENT
FOR
NEW YORK AVE APARTMENTS**

THIS AGREEMENT is entered into this 18th day of November, 2025, between the City of DeLand (City) and BLUE IAN, LLC (Developer) regarding utility service for the, NEW YORK AVE APARTMENTS project. In consideration of the mutual covenants and conditions in this Agreement, and subject to any necessary approval by any other governmental agency having jurisdiction, the parties agree as follows:

Section 1. City to furnish service. Upon the terms and conditions in this Agreement, and in accordance with the City's rules and regulations, the City shall provide and shall have the exclusive right to furnish potable water, domestic sewer and reuse irrigation services to the real property located 225 West New York Ave, DeLand FL and described as:

TAX PARCEL NUMBERS

700962000090

LOT 9 SUB BLK 1 DELAND MB 3 PG 48 PER OR 1717 PG 1420 PER OR 3093 PG 1170 PER OR 5601 PGS 1886-1892 INC PER OR 6330 PG 2991 PER OR 6876 PG 4280 PER OR 7113 PG 1141 PER OR 7526 PGS 0360-0361 PER OR 8122 PG 1728701601110028
E 52.35 FT ON N/L OF W 234.35 FT OF S 47.66 FT ON E/L OF N 2 83.17 FT OF LOT 2 BLK 11 HOWRYS ADD DELAND MB 12 PG 175 PER OR 5847 PG 2181 PER OR 8180 PG 2138

700962000087

9-17-30 E 100 FT OF S 100 FT OF W 237 1/2 FT OF LOT 8 SUB BLK 1 DELAND MB 16 PG 40 PER OR 7903 PG 3843 PER OR 8233 PGS 3099-3101

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

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

- Connect to existing 6" WM stub out with a 6" x 6" Tee, Two (2) 6" 45's, 80 LF +/- of 6" PVC piping, Two (2) 6" Gate Valves, and One (1) 6" Potable Water Master Meter.
- Connect to existing 8" clay pipe stub out with an 8" x 6" WYE, and approximately 20 LF +/- of 6" PVC piping to building connection.

- All onsite piping, valves, hydrants, fire department lines and connections, double detector check valves, all potable mains and services beyond meter, all sewer gravity lines, and irrigation water piping shall be installed by the developer and will remain privately owned, operated and maintained in perpetuity by the property owner.
- Any other installations required in accordance with the plans and specifications for the subject development or which are otherwise required in accordance with sound utility engineering practices. All connections to City facilities shall be made at Developer's expense
- All connections to City facilities shall be made at Developer's expense. All water and reuse meters 2" and below will be installed by the City at the Developer's expense.

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

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

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

Section 7. Conveyance of easements and improvements. The Developer shall at its expense grant to the City adequate transferable easements for water, sewer and reuse lines, for access to lift stations and water stations and related appurtenances as may be deemed necessary by the City. The City shall have absolutely no responsibility whatsoever for the maintenance of any utility lines within the project.

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

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

constructed as designed; and right-of-way use permits and other permits and licenses obtained from applicable government agencies.

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

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

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

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

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

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

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

Section 17. Covenant to support annexation. This Section Not Used

Section 18. Entire Agreement; amendment. It is expressly agreed and understood that this is the entire Agreement between the Developer and the City, and that there are no other written or verbal agreements applicable to the subject of this Agreement between the Developer and the City. This Agreement may be amended and modified from time to time by written agreement of the parties.

Section 19. Downtown Fair Share Payment. The Developer owes to the City a Downtown Fair Share Payment in the amount of ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$1,750.00) per unit for each of the EIGHTY-FOUR (84) residential units being constructed for a total payment of ONE HUNDRED FOURTY-SEVEN THOUSAND DOLLARS (\$147,000.00). This payment shall be made on or before the issuance of certificates of occupancy for the first residential unit in the project. In addition, the Developer owes to the City all connection charges for connection to the City's utility systems. The Developer acknowledges that the charges are appropriate and that the Developer is not entitled to any reduction in the amounts of the connection charges or the Downtown Fair Share Payment for any reason whatsoever, including but not limited to the fact that the subject project is comprised of apartment units as opposed to detached single family units or that the units use or are expected to use less water and produce less effluent than single family units or market rate units, or for any other reason whatsoever.

Section 20. Miscellaneous.

A. Successors. This Agreement shall be binding on the parties hereto, their heirs, administrators, executors, successors in interest and assigns.

B. Binding Nature and Covenants Running with the Land. The provisions of this Agreement shall be binding upon the parties hereto, and upon all successors in interest in the subject real property. And further, the provisions of this Agreement shall constitute covenants running with the land applicable to all of the subject real property comprising the Project.

C. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by email copy of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

D. Governing Law; Venue. This Agreement shall be construed and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City now in effect and those hereinafter adopted. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Volusia County, Florida.

E. Severability. If any word, phrase, sentence, paragraph or other portion of this Agreement is finally determined by a court of competent jurisdiction to be void or unenforceable then such word, phrase, sentence, paragraph or other portion shall be severed from this Agreement and the balance shall remain in full force and effect to the greatest extent permitted by law.

F. Effective Date. The effective date of this agreement shall be the date that it is last executed by a party as set forth below.

BLUE IAN, LLC

CITY OF DELAND

Shawn Wilson
Name: Shawn Wilson
Title: Manager and Member

Christopher M. Cloudman
Christopher M. Cloudman
Mayor

ATTEST:

ATTEST:

Scott Macdonald
Name: Scott Macdonald
Secretary Mgr & Mgr member

Julie A. Hennessy
Julie A. Hennessy
City Clerk - Auditor

Witness

Witness

Witness

Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

Notary Public - State of Florida

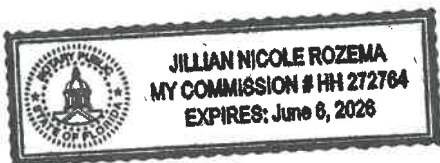
Name: _____
My Commission expires: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of November, 2025 by Shawn Wilson, the mgr: member of BLUE IAN, LLC who is ☒ personally known to me or ☐ who has produced, _____ as identification.

Jillian Nicole Rozema
Notary Public - State of Florida

Name: Jillian Rozema
My Commission expires: 4-6-26



Contact Information

UTILITY PROVIDERS:

CABLE:

CHARTER COMMUNICATIONS
1195 S. WOODLAND BLVD,
DELAND, FL 32720
PHONE: (407) 532-8614
CONTACT: STACY STAFFORD

POWER:

DUKE ENERGY
400 N. SPRING GARDEN AVE.
DELAND, FL 32720
PHONE: (407) 938-6602
CONTACT: KELLY BEARD

GAS:

FLORIDA PUBLIC UTILITIES
450 S. HIGHWAY 17-92
DEBARY, FL 32713
PHONE: (863) 220-1510
CONTACT: KATIE L. COLE

PHONE:

AT&T
1500 HERBERT ST.
PORT ORANGE, FL 32129
PHONE: (386) 281-6955
CONTACT: JAMES FRANKLIN

WATER & WASTE WATER:

CITY OF DELAND
1101 S. AMELIA AVE.
DELAND, FL 32724
PHONE: (386) 626-7250

PROJECT TEAM MEMBERS:

OWNER:

AXIA PUTNAM, LLC
4421 N. THANKSGIVING WAY #204
LEHI, UT 84043

DEVELOPER:

BLUE IAN, LLC
180 FOUNTAIN PKWY N.
ST. PETERSBURG, FL 33716
PHONE: (813) 814-2100

ENGINEER:

MADDEN, MOORHEAD, & STOKES, LLC
431 E. HORATIO AVE., SUITE 260
MAITLAND, FLORIDA 32751
PHONE: (407) 629-8330

GEOTECHNICAL:

ANDREYEV ENGINEERING, INC
3740 54TH AVENUE NORTH
ST. PETERSBURG, FL 33714
PHONE: (727) 527-5735

SURVEYOR:

ALTAMAX SURVEYING
910 BELLE AVE, SUITE 1100
CASSELBERRY, FL 32708
PHONE: (407) 677-0200

ARCHITECT:

POWELLSTUDIO ARCHITECTURE
713 W. MONTROSE ST.
CLERMONT, FL 34711
PHONE: (352) 874-2340

LANDSCAPE ARCHITECT:

DARK MOSS
308 E 7TH AVE
TAMPA, FL 33602
PHONE: (813) 532-3440

**UTILITY SERVICE AGREEMENT
FOR
NEW YORK AVE APARTMENTS**

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Section 1. City to furnish service. Upon the terms and conditions in this Agreement, and in accordance with the City's rules and regulations, the City shall provide and shall have the exclusive right to furnish potable water, domestic sewer and reuse irrigation services to the real property located 225 West New York Ave, DeLand FL and described as:

TAX PARCEL NUMBERS

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9-17-30 E 100 FT OF S 100 FT OF W 237 1/2 FT OF LOT 8 SUB BLK 1 DELAND MB 16 PG 40 PER OR 7903 PG 3843 PER OR 8233 PGS 3099-3101

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- All onsite piping, valves, hydrants, fire department lines and connections, double detector check valves, all potable mains and services beyond meter, all sewer gravity lines, and irrigation water piping shall be installed by the developer and will remain privately owned, operated and maintained in perpetuity by the property owner.
- Any other installations required in accordance with the plans and specifications for the subject development or which are otherwise required in accordance with sound utility engineering practices. All connections to City facilities shall be made at Developer's expense
- All connections to City facilities shall be made at Developer's expense. All water and reuse meters 2" and below will be installed by the City at the Developer's expense.

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

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constructed as designed; and right-of-way use permits and other permits and licenses obtained from applicable government agencies.

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

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

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Section 17. Covenant to support annexation. This Section Not Used

Section 18. Entire Agreement; amendment. It is expressly agreed and understood that this is the entire Agreement between the Developer and the City, and that there are no other written or verbal agreements applicable to the subject of this Agreement between the Developer and the City. This Agreement may be amended and modified from time to time by written agreement of the parties.

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Section 20. Miscellaneous.

A. Successors. This Agreement shall be binding on the parties hereto, their heirs, administrators, executors, successors in interest and assigns.

B. Binding Nature and Covenants Running with the Land. The provisions of this Agreement shall be binding upon the parties hereto, and upon all successors in interest in the subject real property. And further, the provisions of this Agreement shall constitute covenants running with the land applicable to all of the subject real property comprising the Project.

C. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by email copy of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

D. Governing Law; Venue. This Agreement shall be construed and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City now in effect and those hereinafter adopted. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Volusia County, Florida.

E. Severability. If any word, phrase, sentence, paragraph or other portion of this Agreement is finally determined by a court of competent jurisdiction to be void or unenforceable then such word, phrase, sentence, paragraph or other portion shall be severed from this Agreement and the balance shall remain in full force and effect to the greatest extent permitted by law.

F. Effective Date. The effective date of this agreement shall be the date that it is last executed by a party as set forth below.

BLUE IAN, LLC

CITY OF DELAND

Shawn Wilson
Name: Shawn Wilson
Title: Manager and Member

Christopher M. Cloudman
Christopher M. Cloudman
Mayor

ATTEST:

ATTEST:

Scott Macdonald
Name: Scott Macdonald
Secretary Mgr & Mgr member

Julie A. Hennessy
Julie A. Hennessy
City Clerk - Auditor

Witness

Witness

Witness

Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

Notary Public - State of Florida

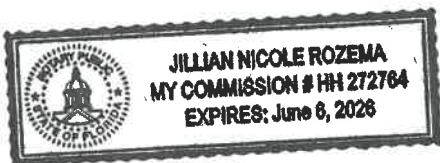
Name: _____
My Commission expires: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of November, 2025 by Shawn Wilson, the mgr: member of BLUE IAN, LLC who is ☒ personally known to me or ☐ who has produced, _____ as identification.

Jillian Rozema
Notary Public - State of Florida

Name: Jillian Rozema
My Commission expires: 4-6-26



Contact Information

UTILITY PROVIDERS:

CABLE:

CHARTER COMMUNICATIONS
1195 S. WOODLAND BLVD,
DELAND, FL 32720
PHONE: (407) 532-8614
CONTACT: STACY STAFFORD

POWER:

DUKE ENERGY
400 N. SPRING GARDEN AVE.
DELAND, FL 32720
PHONE: (407) 938-6602
CONTACT: KELLY BEARD

GAS:

FLORIDA PUBLIC UTILITIES
450 S. HIGHWAY 17-92
DEBARY, FL 32713
PHONE: (863) 220-1510
CONTACT: KATIE L. COLE

PHONE:

AT&T
1500 HERBERT ST.
PORT ORANGE, FL 32129
PHONE: (386) 281-6955
CONTACT: JAMES FRANKLIN

WATER & WASTE WATER:

CITY OF DELAND
1101 S. AMELIA AVE.
DELAND, FL 32724
PHONE: (386) 626-7250

PROJECT TEAM MEMBERS:

OWNER:

AXIA PUTNAM, LLC
4421 N. THANKSGIVING WAY #204
LEHI, UT 84043

DEVELOPER:

BLUE IAN, LLC
180 FOUNTAIN PKWY N.
ST. PETERSBURG, FL 33716
PHONE: (813) 814-2100

ENGINEER:

MADDEN, MOORHEAD, & STOKES, LLC
431 E. HORATIO AVE., SUITE 260
MAITLAND, FLORIDA 32751
PHONE: (407) 629-8330

GEOTECHNICAL:

ANDREYEV ENGINEERING, INC
3740 54TH AVENUE NORTH
ST. PETERSBURG, FL 33714
PHONE: (727) 527-5735

SURVEYOR:

ALTAMAX SURVEYING
910 BELLE AVE, SUITE 1100
CASSELBERRY, FL 32708
PHONE: (407) 677-0200

ARCHITECT:

POWELLSTUDIO ARCHITECTURE
713 W. MONTROSE ST.
CLERMONT, FL 34711
PHONE: (352) 874-2340

LANDSCAPE ARCHITECT:

DARK MOSS
308 E 7TH AVE
TAMPA, FL 33602
PHONE: (813) 532-3440

CITY OF DELAND
Request for Commission Action
February 2, 2026

SUBJECT: Consideration re Earl Brown Park Drainage Improvements, CPH Addendum #1 to Task Assignment No. 29.

DEPARTMENT: Public Works

PREPARED BY: Ray Underwood, Public Works Director

ATTACHMENTS: CPH Addendum # 1 to Task Assignment No. 29

APPROVED BY: Michael Pleus, City Manager, January 28, 2026

SUMMARY/HIGHLIGHT:

The subject Addendum # 1 to Task Assignment No. 29 includes the following additional services:

1. Geotechnical Engineering Services
2. Bidding Assistance

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Natural Resource Protection and Optimization.

FISCAL IMPACT:

Staff has negotiated a proposed fee of \$9,911.00 to perform the professional services outlined in the attached Addendum # 1. Funds are currently available for this Task Assignment.

RECOMMENDATION:

Staff recommends that the City Commission approve CPH Addendum #1 to Task Assignment No. 29 which includes design and permitting, in the total amount of \$9,911.00

BACKGROUND/DISCUSSION:

On August 18, 2025, the City Commission awarded an agreement for professional services to CPH, Inc. to provide Drainage Improvements plans for Earl Brown Park

1. Update and unify the outfall structures.
2. Reconstruct the major outfall section to include a sediment and debris/trash collection system.
3. Aesthetics improvements to include a bridge from the peninsula to the east bank of the park/trail.
4. Minor slope modifications for eroding banks.

These modifications will improve the overall aesthetics of the stormwater management area and improve water quality.

ADDENDUM #1 TO TASK ASSIGNMENT NO. 29

CITY OF DELAND

Earl Brown Park Improvements

January 8, 2026



The City of DeLand (hereafter referred to as the "CITY") has requested CPH Consulting, LLC (hereafter referred to as "CPH"), as part of the overall **Earl Brown Park Improvements** Contract, to render the following additional service: to include Geotechnical Services for the bridge foundations and assistance during the bidding process. The Earl Brown Park Improvements project may include replacement of old pipe end treatments with new, pre-cast mitered end sections for minor outfalls, a device for capturing debris from the main 60" and 48" outfall pipes at the northwest headwall, and a pedestrian bridge spanning from the Earl Brown Park pond peninsula on the west bank to the trail on the east bank. A detailed description of the additional proposed Scope of Services is provided below. The proposed work is to be performed within the terms and conditions of the current continuing services agreement between CPH and the CITY.

ADDITIONAL SCOPE OF SERVICES

D. GEOTECHNICAL ENGINEERING SERVICES

1.0 GEOTECHNICAL ENGINEERING SERVICES

CPH will utilize Bechtol Engineering and Testing, inc. (as a sub-consultant) to perform the geotechnical exploration and boring samples. See attached Proposal from Sub-consultant.

E. BID PHASE SERVICES

1.0 BIDDING ASSISTANCE

CPH will utilize the CITY supplied front end documents. Roadway specifications will adhere to the FDOT Standard Specifications. Landscape, Hardscape, and Lighting specifications not included in the FDOT Standards Specifications will be provided by CPH.

CPH will assist the CITY with advertising and obtaining bids for the prime contract. CPH will also distribute bid documents to all prospective bidders. A non-refundable fee to cover the cost of the bid documents shall be charged to prospective bidders by CPH.

a. Respond to Bidder's Inquiries

CPH shall attend the Pre-Bid Meeting. CPH will prepare and, upon CITY approval, issue up to three (3) addenda, as necessary, to interpret, clarify or expand the Bidding Documents during the bid period. This will also include up to three (3) plan revisions.

b. Evaluate Bids and Recommend Award

CPH will prepare bid tabulation summary and assist the CITY in evaluating bids. Provide written recommendations to the CITY for the award of construction contract to the lowest responsive and/or responsible bidder.

COMPENSATION

Labor

CPH will perform the Scope of Services contained in this Agreement as identified on each task, either Lump Sum or Hourly. The following fee summary provides the overall fee by discipline, referring to the individual exhibits for specific task breakdowns. Tasks that are identified as Hourly have been provided with an Upset Limit (USL) budget. The CITY will be informed when the services are about to exceed this limit.

<u>Phase No.</u>	<u>Phase Description</u>	<u>Billing Method</u>	<u>Fee</u>
D. GEOTECHNICAL ENGINEERING SERVICES			
1.0	Geotechnical Engineering Services	Lump Sum	\$4,520.00
E. BID PHASE SERVICES			
1.0	Bidding Assistance	Hourly (USL)	\$5,391.00
Addendum #1 Total			\$9,911.00

Reimbursable Expenses

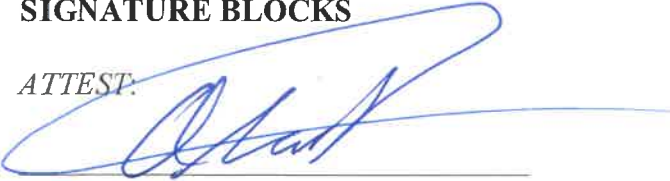
Lump Sum fees above include reimbursable, project specific expenditures such as, but not limited to travel, printing and reprographics, postage, and phone usage.

SERVICES NOT INCLUDED

Should work be required not previously described, CPH will prepare a proposal or amendment, at the CITY's request, which contains the Scope of Services, fee, and schedule required to complete the additional work item.

SIGNATURE BLOCKS

ATTEST:



Printed Name: Alejandro Mejia
Title: Transportation Project Manager
Authorized Signatory Of Entity

CPH Consulting, LLC

By: 

Printed Name: Justin R. Reck
Title: Transportation Program Manager
Authorized Signatory Of Entity

ATTEST:

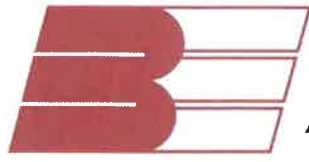
Julia M. Hewitt
Interim City Clerk - Auditor

Approved as to form and legal sufficiency.

Darren J. Elkind
City Attorney

CITY OF DELAND

By: _____
Chris Cloudman
Mayor - Commissioner
Date: _____



BECHTOL ENGINEERING AND TESTING, inc.

December 18, 2025
BET Project No. G25396

TO: Mr. Alejandro Mejia P.E.
CPH Consulting LLC
500 West Fulton Street
Sanford, Florida 32771

RE: Fee Proposal/Subcontract AGREEMENT - Geotechnical Services
Earl Brown Park
751 South Alabama Avenue
DeLand, Volusia County, Florida

Dear Mr. Mejia:

As requested, Bechtol Engineering and Testing, Inc. (BET) is pleased to submit a Fee Proposal to provide geotechnical services relative to proposed design and construction of a new pedestrian bridge structure at the above reference site. The purpose of BET's services would be to evaluate physical and strength characteristics of subsurface materials encountered by test borings within the probable construction area, and based on these characteristics, to render opinions as to the overall site subsurface conditions and the material's potential reaction to proposed construction activities. Based on the results of field and laboratory studies, BET will issue a geotechnical report summarizing their findings and evaluations, and providing earthwork and pile foundation related recommendations. **BET notes that these services are exclusive of any form of sinkhole evaluation. Should the client desire an evaluation of sinkhole potential, BET would be pleased to provide an additional estimate upon request.**

BET's proposed scope of services and associated fees are outlined on the attached Technical Plan and Cost Estimate. If the outlined scope of services, fees, and payment terms meet with your approval, please execute the Technical Plan and Cost Estimate and return to BET's office via mail, e-mail or FAX.

BET appreciates the opportunity to submit this proposal and looks forward to working with you in the very near future. If you should have any questions, or whenever BET may be of service, please do not hesitate to call.

Respectfully,
Bechtol Engineering and Testing, Inc.

C. Hendricks

Courtney Hendricks, E.I.

Project Engineer

N:\documents\AA GEO DOCS 2007-Present\Geo 2025\G25396 Geotechnical Proposal.wpd

TECHNICAL PLAN AND COST ESTIMATE - GEOTECHNICAL SERVICES

TO: Mr. Alejandro Mejia P.E. CPH Consulting LLC 500 West Fulton Street Sanford, Florida 32771	RE: Earl Brown Park 751 South Alabama Avenue DeLand, Volusia County, Florida BET Project Number: G25396
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ITEM	UNIT	NO. OF UNITS	UNIT COST	TOTAL COST
1.0 FIELD SERVICES				
1.1 Boring Layout, 811 Utility Locate and Drilling Coordination	hour	2	\$85.00	\$170.00
1.2 Mobilization of Men and Equipment: Track-Mounted Drill Rig & Support Truck	site	1	650.00	650.00
1.3 Standard Penetration Test (SPT) Borings: 2 @ 40'	lineal foot	80	18.00	1440.00
1.4 Auger Borings: - -	lineal foot	0	16.00	0.00
Subtotal - Field Services				\$2,260.00
2.0 LABORATORY SERVICES				
2.1 Stratification of Soil Samples	hour	1	\$85.00	\$85.00
2.2 Soil Classification Testing (Full Grain Size, Moisture Content, Liquid and Plastic Limits, & Unit Weight)	lump sum	1	250.00	250.00
Subtotal - Laboratory Services				\$335.00
3.0 ENGINEERING AND TECHNICAL SERVICES				
3.1 Principal Geotechnical Engineer	hour	2	\$225.00	\$450.00
3.2 Senior Project Engineer	hour	8	150.00	1200.00
3.3 Senior Engineering Designer	hour	2	100.00	200.00
3.4 Clerical Services	hour	1	75.00	75.00
Subtotal - Engineering and Technical Services				\$1,925.00
TOTAL ESTIMATED FEE:				\$4,520.00

SUBMITTED BY: Courtney Hendricks, E.I. Project Engineer	APPROVED BY: Date: _____
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The above quantities are estimated based on past experiences on similar projects. If additional services are deemed necessary during drilling and/or engineering evaluation, additional services will be billed at the unit prices listed. Signer hereby accepts all general terms and conditions on reverse side of this agreement, and warrants their full authority to bind CLIENT. The above proposal is valid for 30 days from the date of the proposal.



CITY OF DELAND
Request for Commission Action
February 2, 2026

SUBJECT: Resolution Approving SA-HMW CW SRF Loan Application.

DEPARTMENT: Utilities

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

ATTACHMENTS: Resolution

APPROVED BY: Michael Pleus, City Manager, January 28, 2026

SUMMARY/HIGHLIGHT:

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

To complete the grant award, the project will need to submit additional documents. This project involves providing and submitting a completed SA-HWM CWSRF loan application and resolution approved by the City Commission and signed by the mayor. In addition, a legal opinion must be signed by the City Attorney and EPA 4700 and FFATA documents by the City Manager. The above items must be completed, signed, and returned as soon as possible to meet the March deadline.

As previously mentioned, this project will improve the elevation adjustment of the Wiley M. Nash Advance Wastewater Facility west headworks, generator and main electrical switchgear replacement and bar screen areas that were not upgraded with the ongoing improvements, and lift station #1 relocation. Only lift station #1 is currently designed and ready to bid. The rest of the projects will need to be assigned as a future budget amendment and task assignment.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Facilities & Infrastructure

FISCAL IMPACT:

This proposed consideration, if approved, will result in an obligation of \$7,600,000 as a new line item in the budget. However, it will not require any repayment nor matching funds.

RECOMMENDATION:

Staff recommends that the City Commission approve the SA-HMW CW SRF Loan Application and Resolution.

BACKGROUND/DISCUSSION:

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

RESOLUTION NO. 2026-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELAND, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CLEAN WATER STATE REVOLVING FUND LOAN PROGRAM, SPECIAL APPROPRIATION FOR HURRICANES HELENE AND MILTON AND THE HAWAI'I WILDFIRES; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION FOR RESILIENCE FLOODPROFING; AUTHORIZING EXECUTION OF A LOAN AGREEMENT; DESIGNATING AUTHORIZED REPRESENTATIVES FOR SIGNING THE APPLICATION AND EXECUTING THE LOAN AGREEMENT; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater treatment facilities; and

WHEREAS, Florida Administrative Code rules requires the formal authorization by the City Commission to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the Clean Water State Revolving Fund (CWSRF) loan priority list designates Project No. 64114 (Lift Station no.1 and Water Reclamation Facility Headworks Floodproofing) as eligible for available funding from the Supplemental Appropriation for Hurricanes Helene and Milton and the Hawai'i Wildfires (SA-HMW); and

WHEREAS, the City of DeLand, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the Clean Water State Revolving Fund for project financing and designate an authorized representative to sign the application and execute the Loan Agreement.

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

Section 1. The foregoing recitals are incorporated herein by reference and made a part hereof.

Section 2. The City of DeLand, Florida is authorized to apply for a loan from the FDEP's CWSRF SA-HMW in the amount of \$7,600,000 to finance the Lift Station no.1 and Water Reclamation Facility Headworks Floodproofing project.

Section 3. This loan will be one hundred percent principal forgiveness. There will be no revenues pledged for the repayment of this loan.

Section 4. The City Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

Section 5. The Mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The City Manager is authorized to represent the City in carrying out the City's responsibilities under the loan agreement. The City Manager is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

Section 6. The legal authority for borrowing moneys to plan, design, and construct this Project is Section 166.111, Florida Statutes and Section 403.8532, Florida Statutes.

Section 7. All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 8. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

Section 9. This Resolution shall become effective immediately upon its approval and adoption by the City Commission.

PASSED and ADOPTED this 2nd day of February, 2026.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julia Hewitt
Interim City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

CITY OF DELAND
Request for Commission Action
February 2, 2026

SUBJECT: Consideration re Award of Bid, 2025 Water Main Improvements.

DEPARTMENT: Utilities

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

ATTACHMENTS: 00998-0019 Certified Bid Tab Ch SS, Location Sketch, Chandler Ave., Orange Ave., 00998-0019 Letter of Recommendation

APPROVED BY: Michael Pleus, City Manager, January 28, 2026

SUMMARY/HIGHLIGHT:

In October 2023, the City Commission authorized design of 2025 Water Main Improvement project for four separate water main improvements to be constructed as one project. McKim & Creed finalized design of the original four sections in late 2025 and the city put the project out to bid. Generalized locations include Daytona Park Estates, Greenland Terrace and connected streets off of N. Spring Garden Ave, Greenland Hammock which is just south of Greenland Terrace, and Sky Ridge Drive. Chandler Avenue and Orange Avenue are included in this project as well but were designed separately by City Staff.

This project was advertised for bids in the local newspaper and via the internet-based Demand Star System. Bids were received from five contractors as indicated on the attached Bid Tabulation. A letter of recommendation is attached from McKim & Creed certifying General Underground, LLC bid and reference approval.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Facilities & Infrastructure

FISCAL IMPACT:

Bids received ranged from a high bid of \$3,165,378.54 to lowest bid of \$1,792,060.00. The 2025 Water Main Improvements construction line item approved in the fiscal 24/25 budget has an amount of \$2,300,000.00 available to cover the construction of this project. So, funds are available in the Water Trust Fund to cover the low bid amount of \$1,792,060.00 for award.

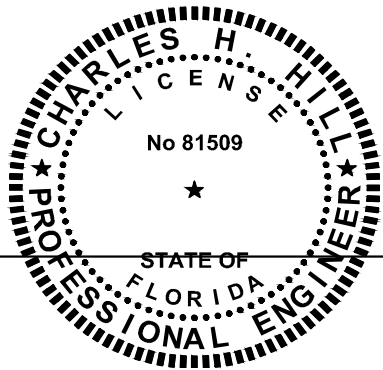
RECOMMENDATION:

Staff recommends that the City award a contract to construct the 2025 Water Main Improvements to the lowest bidder, General Underground, LLC.

BACKGROUND/DISCUSSION:

The low bidder, General Underground, LLC. has satisfactorily completed projects of similar scope for the City without Contractor initiated Change Orders.

BID TABULATION
2025 WATER MAIN IMPROVEMENTS PARTS A-D, ORANGE AVE, CHANDLER AVE
CITY OF DELAND
ITB-26-02-0-2025/WZ



Bid Date: January 13, 2026				Certified True and Correct:		Date: January 15, 2026		STATE OF FLORIDA PROFESSIONAL ENGINEER McKim & Creed, Inc.					
M&C Project Number: 009980019				Charles H. Hill, P.E. 81509		Engineer's Opinion of Probable Cost - Base Bid: \$2,699,579.00							
ITEM NO.	DESCRIPTION	QTY	UNIT	Accurate Drilling Systems, Inc.		American Civil Construction		Drury Site Development		General Underground		ITG Communications, LLC	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
PART A-D													
1	Mobilization / Demobilization (Maximum of 5% of Bid)	1	LS	\$122,341.00	\$122,341.00	\$66,137.93	\$66,137.93	\$135,900.00	\$135,900.00	\$60,000.00	\$60,000.00	\$122,863.27	\$122,863.27
2	Indemnification	1	LS	\$28,000.00	\$28,000.00	\$51,653.40	\$51,653.40	\$25,600.00	\$25,600.00	\$10,000.00	\$10,000.00	\$24,333.98	\$24,333.98
3	Survey and Layout	1	LS	\$34,415.00	\$34,415.00	\$65,641.40	\$65,641.40	\$48,970.00	\$48,970.00	\$25,000.00	\$25,000.00	\$18,536.16	\$18,536.16
4	Furnish & Install Blow-Off Assembly	14	EA	\$2,500.00	\$35,000.00	\$3,333.37	\$46,667.18	\$2,486.40	\$34,809.60	\$4,500.00	\$63,000.00	\$1,222.66	\$17,117.24
5	Furnish & Install Restrained Joint Water Mains by Open Cut												
a	12-inch PVC	115	LF	\$105.00	\$12,075.00	\$68.59	\$7,887.85	\$90.59	\$10,417.85	\$95.00	\$10,925.00	\$137.66	\$15,830.90
b	8-inch PVC	323	LF	\$80.00	\$25,840.00	\$42.08	\$13,591.84	\$62.03	\$20,035.69	\$60.00	\$19,380.00	\$100.70	\$32,526.10
c	6-inch PVC	516	LF	\$65.00	\$33,540.00	\$28.84	\$14,881.44	\$39.33	\$20,294.28	\$50.00	\$25,800.00	\$87.02	\$44,902.32
d	2-inch HDPE	648	LF	\$50.00	\$32,400.00	\$19.47	\$12,616.56	\$27.11	\$17,567.28	\$30.00	\$19,440.00	\$67.39	\$43,668.72
6	Furnish & Install Water Mains by Horizontal Directional Drill												
a	12-inch HDPE	1201	LF	\$170.00	\$204,170.00	\$71.08	\$85,367.08	\$148.89	\$178,816.89	\$95.00	\$114,095.00	\$115.37	\$138,559.37
b	8-inch HDPE	3515	LF	\$105.00	\$369,075.00	\$54.51	\$191,602.65	\$105.78	\$371,816.70	\$60.00	\$210,900.00	\$77.10	\$271,006.50
c	6-inch HDPE	6895	LF	\$80.00	\$551,600.00	\$48.27	\$332,821.65	\$79.67	\$549,324.65	\$50.00	\$344,750.00	\$62.69	\$432,247.55
7	Furnish & Install Potable Water Services												
a	Short Side Single Service	78	EA	\$1,000.00	\$78,000.00	\$774.97	\$60,447.66	\$1,789.44	\$139,576.32	\$1,150.00	\$89,700.00	\$1,688.03	\$131,666.34
b	Short Side Double Service	4	EA	\$1,500.00	\$6,000.00	\$1,407.91	\$5,631.64	\$1,920.00	\$7,680.00	\$1,600.00	\$6,400.00	\$3,376.06	\$13,504.24
c	Long Side Single Service	74	EA	\$1,500.00	\$111,000.00	\$1,710.80	\$126,599.20	\$1,789.44	\$132,418.56	\$1,250.00	\$92,500.00	\$2,098.14	\$155,262.36
d	Long Side Double Service	4	EA	\$2,500.00	\$10,000.00	\$2,287.88	\$9,151.52	\$2,861.80	\$11,447.20	\$1,800.00	\$7,200.00	\$4,196.28	\$16,785.12
8	Furnish & Install Compact Ductile Iron Fittings	2.7	TON	\$30,000.00	\$81,000.00	\$38,492.40	\$103,929.48	\$18,274.56	\$49,341.31	\$5,000.00	\$13,500.00	\$44,379.41	\$119,824.41
9	Furnish & Install Valves and Valve Boxes												
a	12-inch Gate	4	EA	\$7,000.00	\$28,000.00	\$5,654.32	\$22,617.28	\$5,393.92	\$21,575.68	\$6,500.00	\$26,000.00	\$5,666.94	\$22,667.76
b	8-inch Gate	4	EA	\$4,200.00	\$16,800.00	\$3,405.79	\$13,623.16	\$3,623.68	\$14,494.72	\$3,100.00	\$12,400.00	\$2,877.46	\$11,509.84
c	6-inch Gate	11	EA	\$3,200.00	\$35,200.00	\$2,513.83	\$27,652.13	\$2,444.80	\$26,892.80	\$2,500.00	\$27,500.00	\$2,007.99	\$22,087.89
10	Furnish & Install Fire Hydrant Assemblies	28	EA	\$10,000.00	\$280,000.00	\$9,838.95	\$275,490.60	\$8,753.73	\$245,104.44	\$8,000.00	\$224,000.00	\$8,606.56	\$240,983.68
11	Wet Taps to Existing Mains												
a	12-inch x 6-inch Wet Tap	1	EA	\$9,000.00	\$9,000.00	\$8,810.81	\$8,810.81	\$12,053.76	\$12,053.76	\$6,000.00	\$6,000.00	\$6,892.90	\$6,892.90
b	10-inch x 6-inch Wet Tap	1	EA	\$8,500.00	\$8,500.00	\$8,081.00	\$8,081.00	\$11,678.72	\$11,678.72	\$6,000.00	\$6,000.00	\$6,213.20	\$6,213.20
c	6-inch x 6-inch Wet Tap	1	EA	\$8,000.00	\$8,000.00	\$7,632.93	\$7,632.93	\$8,399.36	\$8,399.36	\$4,750.00	\$4,750.00	\$5,527.61	\$5,527.61

BID TABULATION
2025 WATER MAIN IMPROVEMENTS PARTS A-D, ORANGE AVE, CHANDLER AVE
CITY OF DELAND
ITB-26-02-0-2025/WZ

ITEM NO.	DESCRIPTION	QTY	UNIT	Accurate Drilling Systems, Inc.		American Civil Construction		Drury Site Development		General Underground		ITG Communications, LLC	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
12	Connections to Existing Stub Outs												
a	Connect to Existing 12" Stub Out	1	EA	\$6,500.00	\$6,500.00	\$2,921.06	\$2,921.06	\$3,724.80	\$3,724.80	\$5,000.00	\$5,000.00	\$1,882.25	\$1,882.25
b	Connect to Existing 6" Stub Out	4	EA	\$3,500.00	\$14,000.00	\$1,648.38	\$6,593.52	\$2,373.12	\$9,492.48	\$4,000.00	\$16,000.00	\$644.75	\$2,579.00
13	Connect to Existing Water Meters	9	EA	\$2,500.00	\$22,500.00	\$125.90	\$1,133.10	\$1,088.00	\$9,792.00	\$250.00	\$2,250.00	\$2,007.99	\$18,071.91
14	Relocate Existing Water Meters up to Five (5) Feet from Property Line	2	EA	\$4,500.00	\$9,000.00	\$344.35	\$688.70	\$1,088.00	\$2,176.00	\$500.00	\$1,000.00	\$2,344.96	\$4,689.92
15	Relocate Existing Water Meters that Exceed Five (5) Feet from Property Line	1	EA	\$7,000.00	\$7,000.00	\$487.28	\$487.28	\$1,088.00	\$1,088.00	\$650.00	\$650.00	\$3,355.88	\$3,355.88
16	Electronic Marker Balls												
a	Programmable	117	EA	\$130.00	\$15,210.00	\$142.72	\$16,698.24	\$87.28	\$10,211.76	\$52.00	\$6,084.00	\$116.26	\$13,602.42
b	Non-Programmable	160	EA	\$95.00	\$15,200.00	\$113.22	\$18,115.20	\$54.78	\$8,764.80	\$32.00	\$5,120.00	\$28.17	\$4,507.20
17	Pavement Removal and Replacement												
a	Asphalt Road Restoration	113	SY	\$230.00	\$25,990.00	\$22.10	\$2,497.30	\$1,039.80	\$117,497.40	\$50.00	\$5,650.00	\$268.33	\$30,321.29
b	Mill and Resurface Asphalt Road	220	SY	\$45.00	\$9,900.00	\$26.50	\$5,830.00	\$60.16	\$13,235.20	\$50.00	\$11,000.00	\$8.39	\$1,845.80
c	Dirt Road Restoration	128	SY	\$35.00	\$4,480.00	\$1.75	\$224.00	\$28.16	\$3,604.48	\$10.00	\$1,280.00	\$12.31	\$1,575.68
d	Concrete Driveway/Parking Apron	82	SY	\$140.00	\$11,480.00	\$104.82	\$8,595.24	\$103.68	\$8,501.76	\$50.00	\$4,100.00	\$268.33	\$22,003.06
e	Gravel Driveway	111	SY	\$200.00	\$22,200.00	\$20.93	\$2,323.23	\$64.00	\$7,104.00	\$10.00	\$1,110.00	\$11.09	\$1,230.99
f	Brick Paver Driveway	45	SY	\$240.00	\$10,800.00	\$141.55	\$6,369.75	\$89.60	\$4,032.00	\$10.00	\$450.00	\$200.82	\$9,036.90
g	Concrete Sidewalk	49	SY	\$210.00	\$10,290.00	\$72.00	\$3,528.00	\$149.76	\$7,338.24	\$30.00	\$1,470.00	\$8.13	\$398.37
h	Concrete Curb and Gutter	111	LF	\$85.00	\$9,435.00	\$23.96	\$2,659.56	\$51.20	\$5,683.20	\$30.00	\$3,330.00	\$34.97	\$3,881.67
18	Furnish & Install Thermoplastic Striping												
a	Standard Double Yellow, Solid, 6-inch Wide	80	LF	\$10.00	\$800.00	\$10.28	\$822.40	\$42.24	\$3,379.20	\$25.00	\$2,000.00	\$14.86	\$1,188.80
b	Standard Single White, Solid, 6-inch Wide	152	LF	\$10.00	\$1,520.00	\$10.28	\$1,562.56	\$25.60	\$3,891.20	\$25.00	\$3,800.00	\$7.43	\$1,129.36
c	Standard Stop Bar White, Solid, 24-inch Wide	21	LF	\$30.00	\$630.00	\$152.96	\$3,212.16	\$42.24	\$887.04	\$100.00	\$2,100.00	\$19.46	\$408.66
19	Cleaning and Pigging of New Water Mains	1	LS	\$39,000.00	\$39,000.00	\$10,721.11	\$10,721.11	\$58,900.00	\$58,900.00	\$15,000.00	\$15,000.00	\$8,833.39	\$8,833.39
20	Bacteriological Clearance	1	LS	\$54,000.00	\$54,000.00	\$19,209.73	\$19,209.73	\$92,800.00	\$92,800.00	\$5,000.00	\$5,000.00	\$15,240.25	\$15,240.25
21	Erosion and Sedimentation Control	1	LS	\$16,500.00	\$16,500.00	\$7,318.73	\$7,318.73	\$200,000.00	\$200,000.00	\$5,000.00	\$5,000.00	\$56,999.03	\$56,999.03
22	Sod Restoration	4,118	SY	\$15.00	\$61,770.00	\$8.85	\$36,444.30	\$8.96	\$36,897.28	\$7.00	\$28,826.00	\$12.60	\$51,886.80
23	Surface Restoration	1	LS	\$12,000.00	\$12,000.00	\$627.10	\$627.10	\$75,800.00	\$75,800.00	\$10,000.00	\$10,000.00	\$37,214.98	\$37,214.98
24	Maintenance of Traffic	1	LS	\$47,000.00	\$47,000.00	\$48,396.62	\$48,396.62	\$68,900.00	\$68,900.00	\$20,000.00	\$20,000.00	\$97,926.86	\$97,926.86
25	Submit Certified "As-Built" Drawings	1	LS	\$22,000.00	\$22,000.00	\$16,061.11	\$16,061.11	\$18,500.00	\$18,500.00	\$31,000.00	\$31,000.00	\$46,705.52	\$46,705.52
Subtotal Part A-D					\$2,569,161.00		\$1,781,576.39		\$2,866,416.65		\$1,606,460.00		\$2,351,033.45
CHANDLER AVE													
1	6" HDPE DR-11 WM	1,310	LF	\$68.00	\$89,080.00	\$48.26	\$63,220.60	\$79.67	\$104,367.70	\$50.00	\$65,500.00	\$62.69	\$82,123.90
2	12"X 6" Tapping Sleeve and valve	1	EA	\$8,800.00	\$8,800.00	\$8,810.81	\$8,810.81	\$12,053.76	\$12,053.76	\$6,500.00	\$6,500.00	\$6,892.90	\$6,892.90
3	6"X 6" Tapping Sleeve and valve	1	LS	\$7,700.00	\$7,700.00	\$7,632.93	\$7,632.93	\$8,399.36	\$8,399.36	\$5,000.00	\$5,000.00	\$4,070.58	\$4,070.58
4	6" Gate Valve	1	EA	\$3,000.00	\$3,000.00	\$2,513.86	\$2,513.86	\$3,623.68	\$3,623.68	\$2,500.00	\$2,500.00	\$2,007.99	\$2,007.99
5	1" Long Side Services	11	EA	\$2,300.00	\$25,300.00	\$1,710.61	\$18,816.71	\$1,789.44	\$19,683.84	\$1,300.00	\$14,300.00	\$2,098.14	\$23,079.54

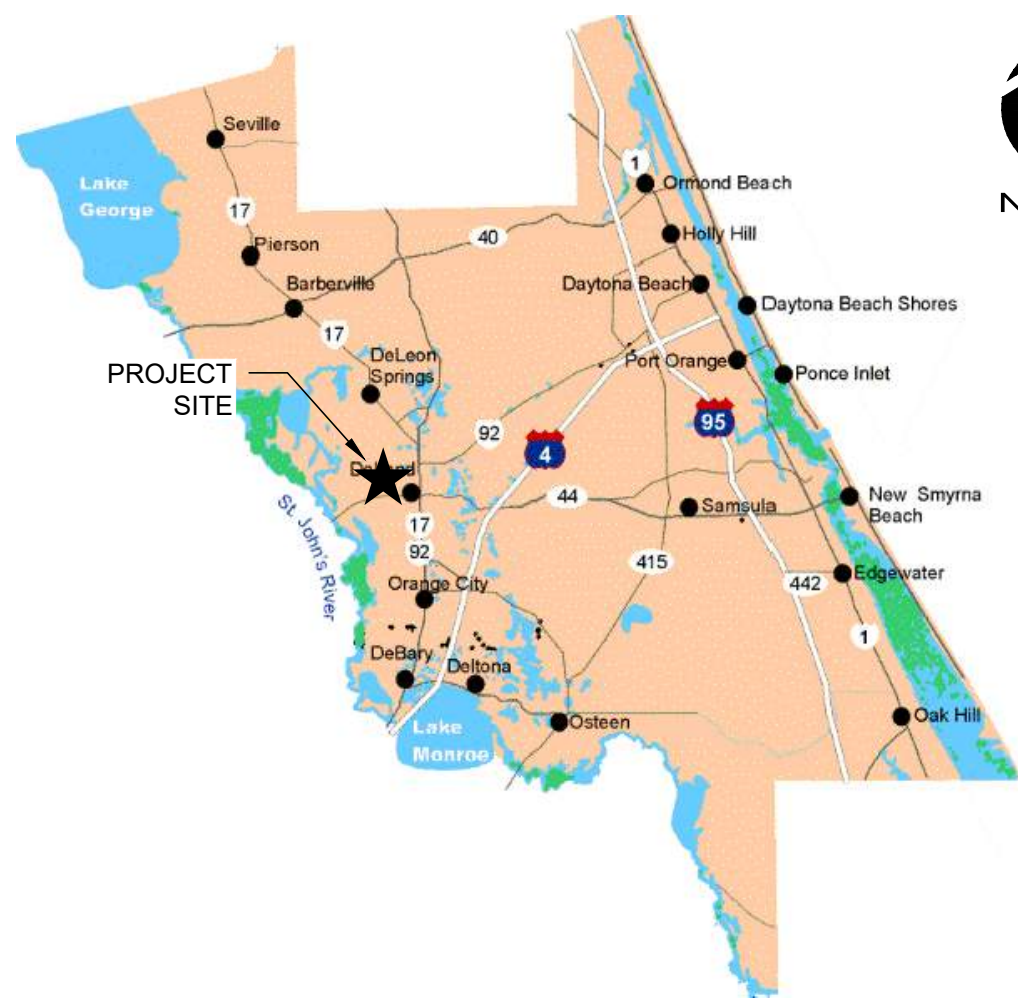
BID TABULATION
2025 WATER MAIN IMPROVEMENTS PARTS A-D, ORANGE AVE, CHANDLER AVE
CITY OF DELAND
ITB-26-02-0-2025/WZ

ITEM NO.	DESCRIPTION	QTY	UNIT	Accurate Drilling Systems, Inc.		American Civil Construction		Drury Site Development		General Underground		ITG Communications, LLC	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
6	1" Short Side Services	10	EA	\$950.00	\$9,500.00	\$775.14	\$7,751.40	\$1,789.44	\$17,894.40	\$1,150.00	\$11,500.00	\$1,688.03	\$16,880.30
7	Fire Hydrant Assemblies	2	EA	\$9,150.00	\$18,300.00	\$9,838.96	\$19,677.92	\$8,753.73	\$17,507.46	\$8,000.00	\$16,000.00	\$8,606.56	\$17,213.12
8	Utility Marker Balls	1	LS	\$300.00	\$300.00	\$1,343.07	\$1,343.07	\$8,500.00	\$8,500.00	\$50.00	\$50.00	\$116.26	\$116.26
Subtotal Chandler Ave					\$161,980.00		\$129,767.30		\$192,030.20		\$121,350.00		\$152,384.59
ORANGE AVE													
1	6" HDPE DR-11 WM	780	LF	\$70.00	\$54,600.00	\$48.27	\$37,650.60	\$79.67	\$62,142.60	\$50.00	\$39,000.00	\$62.69	\$48,898.20
2	6" X 6" Tapping Sleeve and Valve	2	EA	\$7,700.00	\$15,400.00	\$7,278.12	\$14,556.24	\$8,399.36	\$16,798.72	\$5,000.00	\$10,000.00	\$4,070.58	\$8,141.16
3	Fire Hydrant Assemblies	1	EA	\$9,150.00	\$9,150.00	\$9,838.97	\$9,838.97	\$8,753.73	\$8,753.73	\$8,000.00	\$8,000.00	\$8,606.56	\$8,606.56
4	1" Long Side Services	2	EA	\$1,725.00	\$3,450.00	\$1,709.60	\$3,419.20	\$1,789.44	\$3,578.88	\$1,300.00	\$2,600.00	\$2,098.14	\$4,196.28
5	1" Short Side Services	4	EA	\$950.00	\$3,800.00	\$775.40	\$3,101.60	\$1,789.44	\$7,157.76	\$1,150.00	\$4,600.00	\$1,688.03	\$6,752.12
6	Utility Marker Balls	1	LS	\$300.00	\$300.00	\$601.63	\$601.63	\$8,500.00	\$8,500.00	\$50.00	\$50.00	\$116.26	\$116.26
Subtotal Orange Ave					\$86,700.00		\$69,168.24		\$106,931.69		\$64,250.00		\$76,710.58
TOTAL AMOUNT BASE BID					\$2,817,841.00		\$1,980,511.93		\$3,165,378.54		\$1,792,060.00		\$2,580,128.62

Highlighted signifies differing total amount from City's Bid Tabulation

2025 WATER MAIN IMPROVEMENTS FOR THE CITY OF DELAND, FLORIDA

CITY BID NO.: 26-02
AUGUST 2025
100% SUBMITTAL ISSUE FOR BID



VICINITY MAP

NOT TO SCALE

PROJECT NAME: 2025 WATER MAIN IMPROVEMENTS

OWNER:
CITY OF DELAND UTILITIES DEPARTMENT
1101 S. AMELIA AVE
DELAND, FL 32724

DIRECTOR: JIM AILES

PROJECT MANAGER: WHITNEY ZITTLE
386-626-7196

MAYOR: CHRIS CLOUDMAN

CITY COMMISSIONER/VICE MAYOR: JESSICA DAVIS
CITY COMMISSIONER: KEVIN REID
CITY COMMISSIONER: DANIEL REED
CITY COMMISSIONER: RICHARD PAIVA



139 Executive Circle, Suite
Daytona Beach, FL 32114-7102
Phone: (386) 274-2828, Fax: (386) 274-1393

CA Lic. No. 29588
www.mckimcreed.com

PROJECT INFORMATION



Sheet List Table

SHEET NO.	SHEET TITLE
GENERAL	
G01	COVER SHEET
G02	LEGENDS, ABBREVIATIONS & NOTES
G03	SURVEY AND VOLUSIA COUNTY NOTES
CIVIL PART A	
C01	PART A IMPROVEMENTS OVERALL PLAN
C02	1ST AVE STA. 100+00.00 - STA. 105+11.86
C03	3RD AVE STA. 200+00.00 - STA. 204+14.44
C04	W PARKWAY STA. 300+00.00 - STA. 308+05.89
C05	LAKE DR STA. 400+00.00 - STA. 405+60.00
C06	MILTON DR STA. 500+00.00 - STA. 509+29.60
C07	NECTARINE RD STA. 600+00.00 - STA. 607+50.46
CIVIL PART B	
C08	PART B IMPROVEMENTS OVERALL PLAN
C09	GREENLAND TRACE-FLAMINGO CIR STA. 700+00.00 - STA. 709+80
C10	GREENLAND TRACE-FLAMINGO CIR STA. 709+80 - STA. 715+30.00
C11	GREENLAND TRACE STA. 800+00.00 - STA. 803+85.04
C12	ROBIN CT STA. 900+00.00 - STA. 904+76.63
C13	CARDINAL LN STA. 1000+00.00 - STA. 1010+10.00
C14	CARDINAL LN STA. 1010+10.00 - STA. 1011+4.35
C15	CANARY DR STA. 1100+00.00 - STA. 1110+10.00
C16	CANARY DR STA. 1110+10.00 - STA. 1111+40.00
C17	GREENLAND TERR STA. 1200+00.00 - STA. 1208+63.60
CIVIL PART C	
C18	PART C IMPROVEMENTS OVERALL PLAN
C19	SHADY OAK LN STA. 1300+00.00 - STA. 1310+10
C20	SHADY OAK LN STA. 1310+10.00 - STA. 1313+38.98
C21	GREENLAND HAMMOCK STA. 1400+00.00 - STA. 1404+26.30
C22	GREENLAND HAMMOCK STA. 1420+00.00 - STA. 1430+02.34
C23	GREENLAND HAMMOCK CUL-DE-SAC STA. 1450+00.00 - STA. 1454+26.30
CIVIL PART D	
C24	PART D IMPROVEMENTS OVERALL PLAN
C25	SKYRIDGE DR STA. 1500+00.00 - STA. 1505+30.00
DETAILS	
D01	DETAILS 1
D02	DETAILS 2
D03	DETAILS 3
D04	DETAILS 4
D05	MARKER BALL DETAILS
D06	MARKER BALL SPREADSHEET
D07	MOT INDEXES 1
D08	MOT INDEXES 2

CHARLES HILL, P.E., BCEE



Know what's below.
Call before you dig.

SHEET INDEX

2025 WATER MAIN IMPROVEMENTS

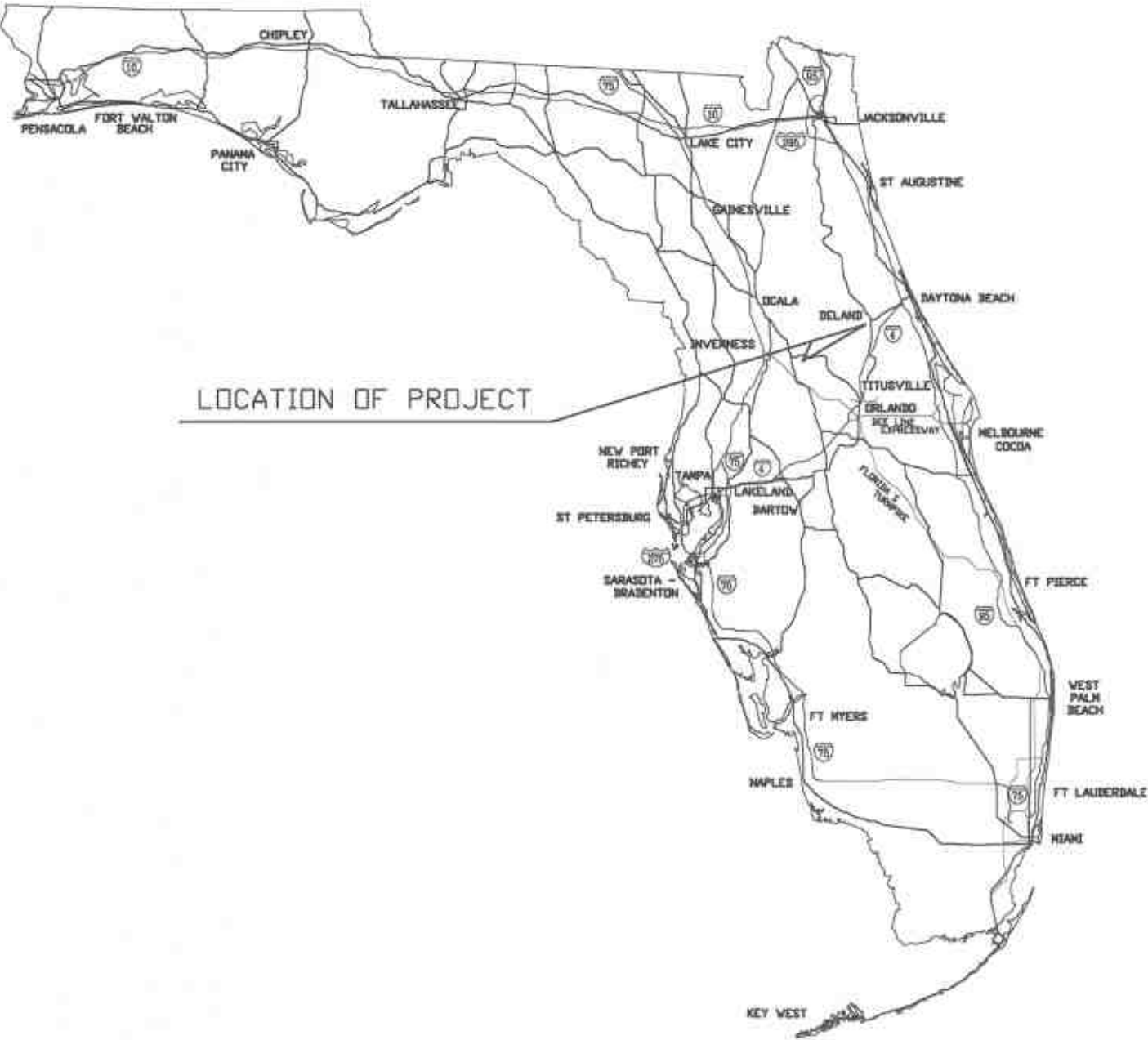
PROJECT NO. 00998-0019

SUBMITTAL DATE: AUGUST 2025

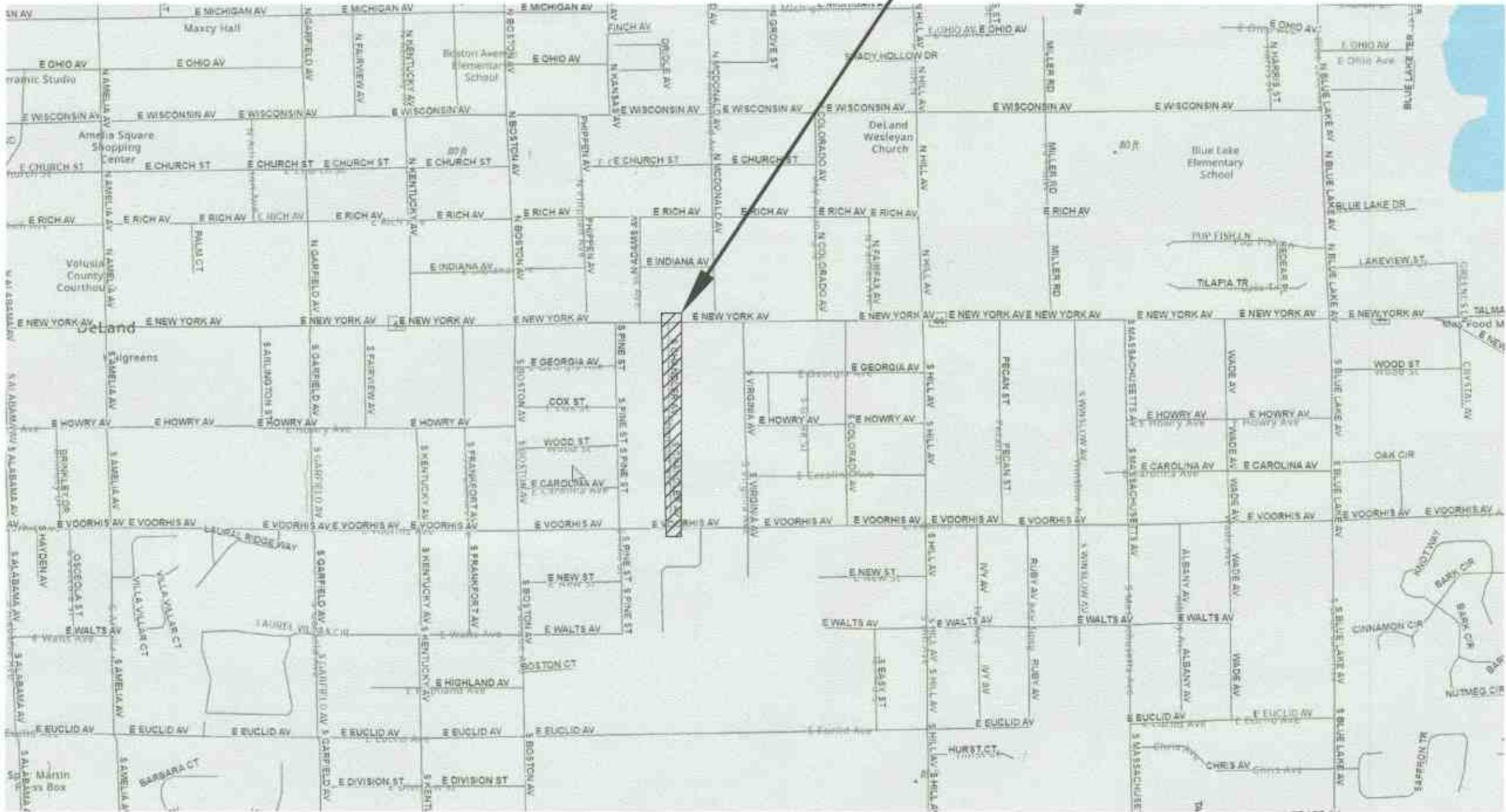
CONSTRUCTION PLANS
for
S. CHANDLER AVE.
WATER MAIN IMPROVEMENT

DeLAND, FLORIDA

Township 17, Range 30, Section 09
Volusia County, Florida



MAYOR
Christopher Cloudman, Seat 1
CITY COMMISSIONERS
Richard Paiva, Seat 2
Jessica Davis, Seat 3
Daniel Reed, Seat 4
Kevin Reid, Seat 5

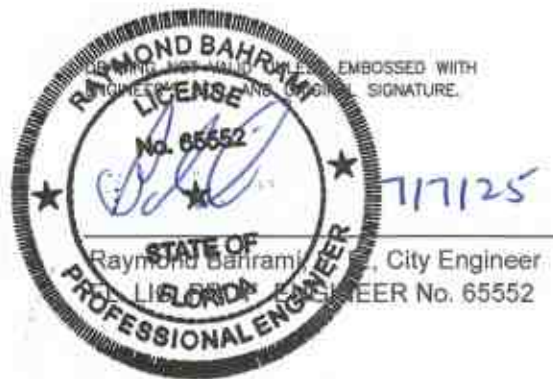


LOCATION MAP
N.T.S.

Materials List			
Item No.	Item Description	Est. Quantity	Units
1	6" HDPE DR-11 WM	1310	LF
2	12" X 6" Tapping Sleeve and Valve	1	EA
3	6" X 6" Tapping Sleeve and Valve	1	EA
4	6" Gate Valve	1	EA
5	1" Long Side Services	11	EA
6	1" Short Side Services	10	EA
7	Fire Hydrants Assemblies	2	EA
8	Utility Marker Balls	1	LS

Index of Construction Plans	
Sheet No.	Description
1 of 9	Cover Sheet
2 of 9	General Notes
3 - 4 of 9	Utility Plan
5 - 7 of 9	Water System Details
8 of 9	Utility Marker Ball Locators
9 of 9	MOT / TTC Plan

PREPARED BY:
CITY of DeLAND, FLORIDA
ENGINEERING DEPARTMENT
1102 S. AMELIA AVENUE, DeLAND, FLORIDA 32724
Tel: (386) 626-7196 Fax: (386) 736-5004

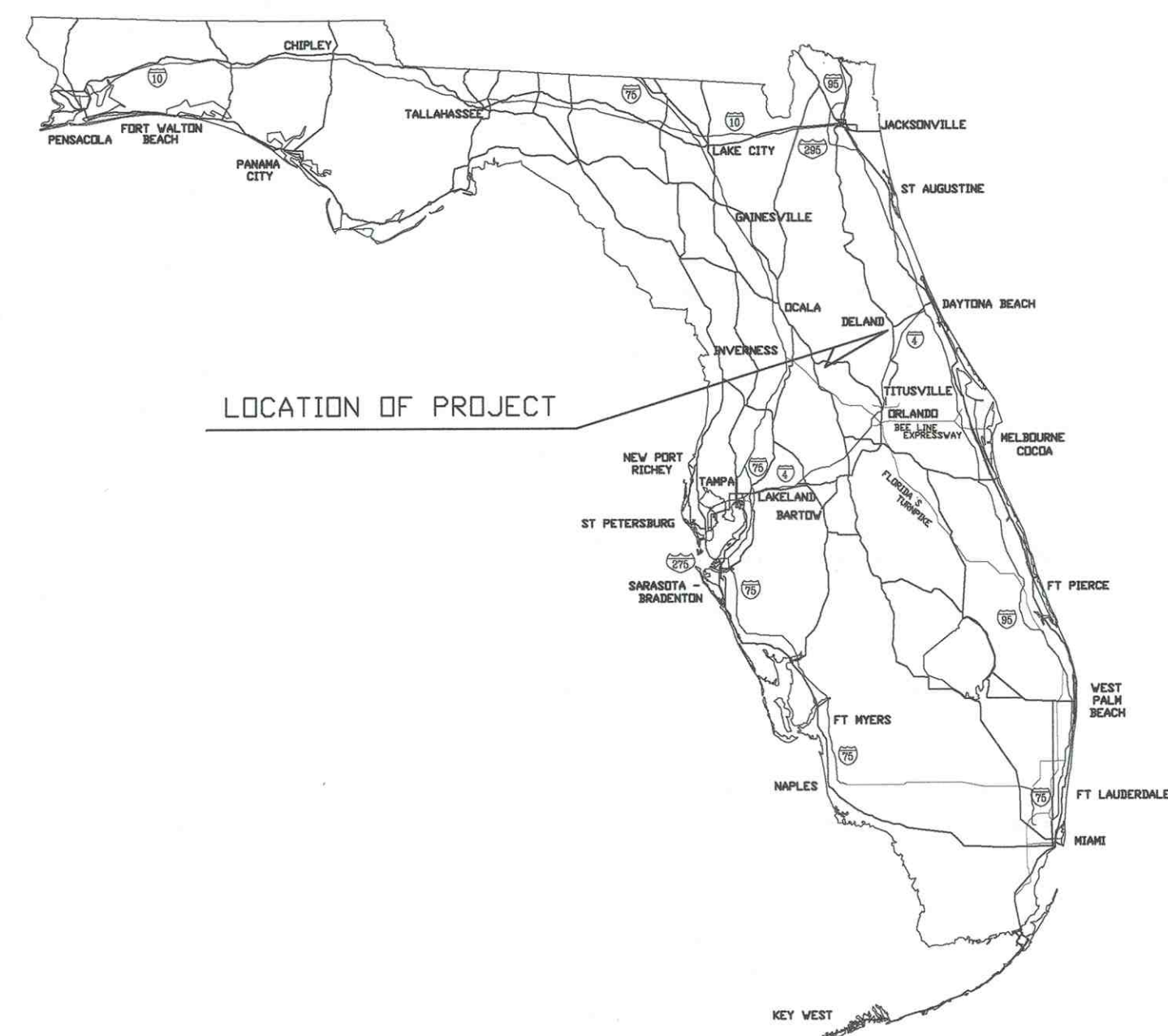


DATE: 07-07-2025
Sheet 1 of 9

CONSTRUCTION PLANS
for
N. ORANGE AVE.
WATER MAIN IMPROVEMENT

DeLAND, FLORIDA

Township 17, Range 30, Section 08
Volusia County, Florida



MAYOR
Christopher Cloudman, Seat 1
CITY COMMISSIONERS
Richard Paiva, Seat 2
Jessica Davis, Seat 3
Daniel Reed, Seat 4
Kevin Reid, Seat 5



LOCATION MAP
N.T.S.

Materials List			
Item No.	Item Description	Est. Quantity	Units
1	6" HDPE DR-11 WM	780	LF
2	6" X 6" Tapping Sleeve and Valve	2	EA
3	Fire Hydrant Assembly	1	EA
4	1" Long Side Services	2	EA
5	1" Short Side Services	4	EA
6	Utility Marker Balls	1	LS

Index of Construction Plans	
Sheet No.	Description
1 of 8	Cover Sheet
2 of 8	General Notes
3 of 8	Utility Plan
4-6 of 8	Water System Details
7 of 8	Utility Marker Ball Locators
8 of 8	MOT / TTC Plan

PREPARED BY:
CITY of DeLAND, FLORIDA
ENGINEERING DEPARTMENT
1102 S. AMELIA AVENUE, DeLAND, FLORIDA 32724
Tel: (386) 626-7196 Fax: (386) 736-5004



DATE: 05-13-2025
Sheet 1 of 8



ENGINEERS

SURVEYORS

PLANNERS

January 20, 2026

009980019

Whitney Zittle
Project Manager
City of DeLand, Utilities Department
1102 S Amelia Avenue
DeLand, FL, 32724

RE: 2025 Water Main Improvements, Parts A-D, Orange Ave, and Chandler Ave
ITB-26-02-0-2025/WZ City of DeLand

Dear Whitney:

Bids were opened January 13, 2026, for the 2025 Water Main Improvements, Parts A-D, Orange Ave, and Chandler Ave project. A total of five (5) bids were received. A summary of the bidders and their respective Certified Tabulated submitted totals are listed below.

1. Accurate Drilling Systems, Inc.	\$2,817,841.00
2. American Civil Construction	\$1,980,511.93
3. Drury Site Development	\$3,165,378.54
4. General Underground	\$1,792,060.00
5. ITG Communications, LLC	\$2,580,128.62

The Engineer's Opinion of Probable Cost was \$2,699,579.00.

The apparent low bid was submitted by General Underground of Lake Helen, Florida. All the required Forms and submittals were reviewed by the City's Purchasing Coordinator as satisfactorily completed and submitted as part of the Bid.

Based upon the review of the bids and associated material, we recommend that the City award a contract to General Underground in the amount of \$1,792,060.00. Our Certified Bid Tabulation is enclosed for your use.

Please call if you have any questions.

Sincerely,

McKim & Creed, Inc.

Charles Hill, P.E., BCEE
Senior Project Manager

139 Executive Circle

Suite 201

Daytona Beach, FL 32114

386.274.2828

Fax 386.274.1393

www.mckimcreed.com

CITY OF DELAND
Request for Commission Action
February 2, 2026

SUBJECT: Consideration re Authorization of Professional Services – 2025 Water Main Improvements Limited Construction Phase Services.

DEPARTMENT: Utilities

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

ATTACHMENTS: 254481 DeLand 2025 Part A-D-Scope CA Amd 01

APPROVED BY: Michael Pleus, City Manager, January 28, 2026

SUMMARY/HIGHLIGHT:

The previous FY 23/24 budget had a project to design the 2025 Water Main Improvements for several water pipeline construction projects which have been identified as necessary to loop existing water mains in order to provide better water circulation and pressure and/or to extend lines to areas previously underserved. When completed, these projects are expected to improve the water system's performance and increase customer satisfaction with the potable water product they receive.

The City has a current contract with McKim & Creed for Engineering and Surveying services. Staff tasked them with design of the 2025 WM Improvements project and has asked for additional assistance during the Construction Phase. The attached proposal outlines the limited scope for construction phase services.

In a separate agenda item, Staff is seeking Award of Bid to General Underground, LLC for construction of the 2025 Water Main Improvements and a couple of city designed segments. To keep the project moving forward, Staff would like to authorize McKim & Creed to handle specific items pertaining to Requests for Information (RFI)'s, submittals, meetings, and line clearances. All of this will lead up to the Engineer providing final as-builts and close out documents.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Facilities & Infrastructure

FISCAL IMPACT:

This task for Construction Phase Services will amount to \$58,870.00. Funds are available in the Water Trust Fund to cover this additional cost in the 2025 Water Main Improvement Construction line item previously approved.

RECOMMENDATION:

Staff recommends the City Commission authorize McKim & Creed to perform limited Construction Phase Services as outlined in the attached task order for the total amount of \$58,870.00.

BACKGROUND/DISCUSSION:

Staff has reviewed and negotiated the proposed professional services fee for Change Order No. 1 to the previously approved 2025 Water Main Improvement Design Task. Staff believes that the fees proposed are consistent with those paid in the past for similar projects to this and other utility consultants.

October 1, 2025

254481

Whitney Zittle
City of DeLand
Project Manager, Utilities
City of DeLand
Via Email: zittlew@deland.org

RE: 2025 Parts A - D Water Main Improvements Limited Construction Phase Services
Task Order ____ Change Order 1

Dear Whitney,

On behalf of McKim & Creed, we appreciate the opportunity to continue assisting with the City's 2025 Parts A – D Water Main Improvements by providing Limited Construction Phase Services. The table below summarizes our proposed tasks and fees. For additional details on scope and schedule, please see **Attachment A – Scope of Services Summary Amendment**. Fees are outlined below and detailed in **Attachment B – Fee Schedule Amendment**.

Task	Description	Change Order 1 Additional Fee
1	Project Management & Kick-Off Meeting	\$6,165.00
2	Design Phase	\$-
3	Permitting Phase	\$-
4	Public Involvement	\$-
5	Bidding Phase	\$-
6	Limited Construction Phase Services	\$51,515.00
	Direct Expenses	\$1,190.00
Additional Fee Total		\$58,870.00

This proposal covers services for additional Project Management and new Limited Construction Phase Services, such as preconstruction and progress meetings, submittal review, addressing contractor questions, assisting with change management, site visits, pay application review, substantial and final inspections, and contract closeout.

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

ATTACHMENT A AMENDED SCOPE OF SERVICES SUMMARY

Task Order: No. ____
Change Order: No. 1
Project Name: 2025 Parts A - D Water Main Improvements Limited Construction Phase Services
Proposal Date: October 1, 2025

Pursuant to the terms of the Agreement for Consulting Services for the City of DeLand (“Agreement”) executed November 20, 2023, and Task Order ____ executed May 20, 2025, McKim & Creed, Inc. (“Consultant”) is providing this scope of services to the City of DeLand, Florida (“City”) for professional services related to the Construction Phase of the City’s 2025 Parts A – D Water Main Improvements.

A. PROJECT UNDERSTANDING

The City of DeLand, Utilities Department, engaged McKim and Creed to design, permit, and provide bidding phase services for the City’s 2025 Parts A – D Water Main Improvement Project. The Project included the following areas and streets:

- Part A - 1st Avenue from Nectarine Road to Milton Lane; Milton Lane from 1st Avenue to West Lake Drive; West Lake Drive from West Parkway (south) to Milton Lane; Nectarine Road from 3rd Avenue to West Parkway; 3rd Avenue from Nectarine Road to Milton Lane; West Parkway from West Lake Drive to Oleander Road.
- Part B - Greenland Terrace from Canary Drive to 650’ west of Canary Drive; Canary Drive from Cardinal Lane to 370’ north of Greenland Terrace; Cardinal Lane from Robin Court to Spring Garden Avenue; Robin Court from Flamingo Circle to 200’ south of Cardinal Lane; Flamingo Circle from Greenland Trace to 350’ east of Robin Court; Greenland Trace from Flamingo Circle to the end of Greenland Trace; Street serving Nos. 1306 & 1312 Greenland Trace: new 6” main.
- Part C - Greenland Hammock from N. Spring Garden Avenue to 1000’ west of N. Spring Garden Avenue; Shady Oak Lane from N. Spring Garden Avenue to the end of Shady Oak Lane cul-de-sac.
- Part D - Skyridge Drive from S. Blue Lake Avenue to the end of Skyridge Drive cul-de-sac.

The Consultant provided the design and permitting under the Task Order. The City has requested that the Consultant provide a scope of services and a fee amendment to include additional Limited Construction Phase Services for the Project. The City intends to use a continuing services contract for the construction of this Project (Parts A through D), as well as other projects designed and permitted by the City. The Construction Phase Services outlined in this Scope of Services do not cover services for other portions that were designed and permitted by others (City).

B. PROPOSED SCOPE

The following outlines the Consultant’s proposed scope of services, deliverables, and associated fees for the Project. These services will be performed after a Notice to Proceed has been issued in a Purchase Order.

TASK 1 PROJECT MANAGEMENT & KICK-OFF MEETING

1. The CONSULTANT shall continue to provide managerial functions for the additional duration of the project, through the completion of the Construction and Closeout. This includes reviewing billing invoices, generating monthly status reports, addressing questions during the billing process, and performing any other project management activities.

TASK 2 DESIGN PHASE

1. *No additional services are proposed for this Task in this Scope Amendment, Change Order 1.*

TASK 3 PERMITTING PHASE

1. *No additional services are proposed for this Task in this Scope Amendment, Change Order 1.*

TASK 4 PUBLIC INVOLVEMENT

1. This Task will remain open as the effort and fee remain and might be used.
2. *No additional services are proposed for this Task in this Scope Amendment, Change Order 1.*

TASK 5 BIDDING PHASE

1. Task will remain open as effort and fee remain, as needed.
2. *No additional services are proposed for this Task in this Scope Amendment, Change Order 1.*

TASK 6 LIMITED CONSTRUCTION PHASE SERVICES

The Consultant will assist the City through the construction of the Project, providing administrative, technical, and on-site support.

SUBTASK 6.01 PRE-CONSTRUCTION CONFERENCE

1. The Consultant will attend one (1) pre-construction conference between the City, Contractor, and any other identified stakeholders at a City facility.
2. The Consultant will prepare the agenda and minutes for the meeting.
3. The Consultant will review and approve the preliminary schedule of shop drawings and submittals, the initial schedule of values, and the construction schedule for the Project.
4. The Consultant will prepare and distribute Issued for Construction Contract Documents that incorporate any changes or clarifications made during the Bidding Phase.
5. The Consultant will provide, through this task, the following Deliverables:
 - a. Meeting Agendas and Minutes.

- b. Issued for Construction Contract Documents

SUBTASK 6.02 CONSTRUCTION PROGRESS MEETINGS

1. The Consultant will attend up to eight (8) construction progress meetings with the City, Contractor, and any other identified stakeholders at a City facility. For the basis of this task, it is assumed that a progress meeting will be held every month from the issuance of the Notice to Proceed to the Contractor to Project Closeout.
2. The Consultant will prepare the agenda and minutes for the meeting.
3. The Consultant will provide, through this task, the following Deliverables:
 - a. Meeting Agendas and Minutes

SUBTASK 6.03 CONSTRUCTION OBSERVATION SITE VISITS

1. The Consultant will perform up to eight (8) construction observation site visits to monitor the performance of the Contractor's Work against the Contract Documents and Schedule.
2. The Consultant will gather basic information on site conditions, construction progress, weather, and Workforce status.
3. The Consultant will not directly measure pay items but will rely on basic observations to assist the review of Contractor applications for payment and change management.
4. For the basis of this task, it is assumed that construction observation site visits will be performed directly before or after construction progress meetings.

SUBTASK 6.04 SUBMITTAL REVIEW

1. The Consultant will review and respond to submitted shop drawings, schedules, samples, and other data. For the basis of this task, up to twenty (20) submittals will be reviewed, with one (1) re-review of each submittal.
2. The Consultant will provide the City or other identified stakeholders with the ability to comment on all Contractor submittals.
3. The Consultant will maintain a log of submittal reviews with assigned numbering.
4. The Consultant will provide, through this task, the following Deliverables:
 - a. Reviewed Contractor Submittals
 - b. Submittal Logs

SUBTASK 6.05 REQUESTS FOR INFORMATION (RFI)

1. The Consultant will review and respond to the Contractor's Requests for Information (RFI). For the basis of this task, up to ten (10) RFIs will be reviewed.
2. The Consultant will provide the City or other identified stakeholders with the ability to comment on all Contractor RFIs.
3. The Consultant will maintain a log of RFIs with assigned numbering.

Attachment A – Scope
City of DeLand, 2025 Parts A - D Water Main Improvements Limited Construction Phase Services

4. The Consultant will provide, through this task, the following Deliverables:
 - a. Written responses to RFIs
 - b. RFI Logs

SUBTASK 6.06 CHANGE MANAGEMENT

1. The Consultant will provide recommendations to the City on Field Orders involving proposed changes to the Work, which do not change Contract terms nor require technical change to the Contract Documents. For the basis of this task, it is assumed that the Work will require no more than five (5) Field Orders.
2. The Consultant will provide change management services towards the review of Contractor proposals, assist with negotiations, and provide recommendations for Change Orders that change Contract terms or require technical changes to the Contract Documents. For the basis of this task, it is assumed that the Work will require no more than five (5) Change Orders.
3. The Consultant will maintain a log of Field Orders and Change Orders with assigned numbering.
4. The Consultant will provide, through this task, the following Deliverables:
 - a. Written recommendations on Field Orders.
 - b. Written recommendations for Work Change Directives.
 - c. Change Management Logs

SUBTASK 6.07 PAY APPLICATION REVIEW

1. The Consultant will review the Applications for Payment against installed and stored quantities with the Contractor and City. For the basis of this task, it is assumed that the Work will require no more than eight (8) Applications for Payment. The Consultant will not provide direct measurement of installed or stored quantities and will rely on the day-to-day observations of City inspection staff and construction observation site visits.
2. The Consultant will recommend payment to the City or, if necessary, provide grounds for rejection.
3. The Consultant will maintain a log of Pay Applications.
4. The Consultant will provide, through this task, the following Deliverables:
 - a. Recommendations for Applications for Payment
 - b. Pay Application Logs

SUBTASK 6.08 PARTIAL AND FINAL CLEARANCE PACKAGES

1. The Consultant will perform up to four (4) reviews of Contractor As-Built Records for completeness, accuracy, and conformity to Contract Document Requirements. The Consultant will provide the results of this review to the City.

Attachment A – Scope

City of DeLand, 2025 Parts A - D Water Main Improvements Limited Construction Phase Services

2. The Consultant will prepare and transmit up to three (3) Partial and one (1) Final Clearance Packages, including Certifications of Construction Completion, reviewed Contractor's As-Built Records, hydrostatic test results, bacteriological sampling results/chains-of-custody, and other pertinent forms to the regulatory authority having jurisdiction (VCDOH).
3. The Consultant will provide, through this task, the following Deliverables:
 - a. Partial and Final Clearance Packages

SUBTASK 6.09 SUBSTANTIAL COMPLETION

1. The Consultant will perform one (1) Substantial Completion Inspection with the City and Contractor. The Consultant will provide an opinion on the completeness of the Work.
2. If the Work is found to be "substantially complete", the Consultant will review and execute the "Certificate of Substantial Completion", or other Substantial Completion forms as required.
3. The Consultant will prepare and provide the City with a punch-out list of items to be completed or corrected.
4. The Consultant will provide, through this task, the following Deliverables:
 - a. Certificate of Substantial Completion
 - b. Punch-Out List

SUBTASK 6.10 PROJECT CLOSEOUT

1. The Consultant will perform one (1) Final Completion Inspection with the City and Contractor. The Consultant will provide an opinion on the completeness and acceptability of the Work.
2. The Consultant will review and execute the "Notice of Acceptability of Work" or other Final Completion forms as required.
3. The Consultant will prepare record drawings based on the approved Contractor's as-built data and submit a draft set of Record Drawings for the City's comment.
4. The Consultant will incorporate all comments from the draft review, then submit a final set of Record Drawings to the City.
5. The Consultant will provide, through this task, the following Deliverables:
 - a. Notice of Acceptability of Work
 - b. Draft and Final Record Drawings

C. SUB-CONSULTANTS

No sub-consultants are identified for the project.

D. MILESTONES AND SCHEDULE

1. The Project Schedule will be based on the Contractor’s Work Schedule, assumed duration of eight (8) months, plus an additional thirty (30) days after Final Completion to assist with Closeout and production of Record Drawings.

E. ASSUMPTIONS

1. With 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. Access to facilities and properties related to the Project.
 - b. City Inspection Staff daily construction observation logs, relined as-built data, and counts of installed or stored materials.
2. The following services related to the project are not included in this Scope of Services, but can be provided at the request of the City for an additional fee via scope amendment:
 - a. Preparation of Easement Documents, Legal Descriptions and Sketches,
 - b. Land / Easement acquisition sub-consultant services,
 - c. Construction Layout,
 - d. As-Built Survey,
 - e. Services to satisfy Volusia County Right-of-Way Use permit requirements or services regarding Maintenance of Traffic plans prepared by the Contractor,
 - f. Resident Project Representative (RPR) Services, such as inspections and testing.
 - g. Any requirements associated with alternative funding, such as Davis-Bacon interviews and review of site documentation, and reviews of Contractor’s certified payrolls.

F. 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 proportional to the project's progression. Direct expenses will be invoiced at the rate incurred, accompanied by supporting documentation.
2. Costs are computed by the approved rates identified in Exhibit B of the Contract.
3. The proposed totalized fees for the service described are summarized as follows:

Task	Description	Original Task Order Fee	Change Order 1 Additional Fee	Total Fee Amount
1	Project Management & Kick-Off Meeting	\$28,300.00	\$6,165.00	\$34,465.00
2	Design Phase	\$203,760.00	\$-	\$203,760.00
3	Permitting Phase	\$13,680.00	\$-	\$13,680.00
4	Public Involvement	\$6,780.00	\$-	\$6,780.00
5	Bidding Phase	\$14,860.00	\$-	\$14,860.00
6	Limited Construction Phase Services	\$-	\$51,515.00	\$51,515.00
	Direct Expenses	\$78,750.00	\$1,190.00	\$79,940.00
	Total Fee	\$346,130.00	\$58,870.00	\$405,000.00

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

**END OF ATTACHMENT A
AMENDED SCOPE OF SERVICES SUMMARY**

Task		Project Manager III	Project Engineer II	Designer IV						Sn Project Admin	Total Hours	Total Labor Fee	Direct Expenses	Total Fee
		\$ 230.00	\$ 175.00	\$ 160.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 105.00				
Task 1 Project Management & Kick-Off Meeting														
Task 1 Subtotal		9	18							9	36	\$ 6,165.00	\$ -	\$ 6,165.00
Task 2 Design Phase														
No additional services proposed												\$ -	\$ -	\$ -
Task 3 Permitting Phase														
No additional services proposed												\$ -	\$ -	\$ -
Task 4 Public Involvement														
No additional services proposed												\$ -	\$ -	\$ -
Task 5 Bidding Phase														
No additional services proposed												\$ -	\$ -	\$ -
Task 6 Limited Construction Phase Services														
6.01	Pre-Construction Conference	2	5	4						4	15	\$ 2,395.00	\$ 250.00	\$ 2,645.00
6.02	Construction Progress Meetings	16	32							8	56	\$ 10,120.00	\$ 400.00	\$ 10,520.00
6.03	Construction Observation Site Visits		32								32	\$ 5,600.00	\$ 240.00	\$ 5,840.00
6.04	Submittal Review	4	24							10	38	\$ 6,170.00	\$ -	\$ 6,170.00
6.05	Requests for Information (RFI)	4	10	6						5	25	\$ 4,155.00	\$ -	\$ 4,155.00
6.06	Change Management	4	12	6						5	27	\$ 4,505.00	\$ -	\$ 4,505.00
6.07	Pay Application Review		12							12	24	\$ 3,360.00	\$ -	\$ 3,360.00
6.08	Partial & Final Clearance Packages	4	24							8	36	\$ 5,960.00	\$ -	\$ 5,960.00
6.09	Substantial Completion	4	10							2	16	\$ 2,880.00	\$ 50.00	\$ 2,930.00
6.10	Project Closeout	4	8	24						2	38	\$ 6,370.00	\$ 250.00	\$ 6,620.00
Task 2 Subtotal		42	169	40						56	307	\$ 51,515.00	\$ 1,190.00	\$ 52,705.00
Total		51	187	40						65	343	\$ 57,680.00	\$ 1,190.00	\$ 58,870.00

CITY OF DELAND
Request for Commission Action
February 2, 2026

SUBJECT: Consideration re Subordination, Non-Disturbance, Attornment and Estoppel Agreement for Prospect Real Estate DeLand, LLC.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Prospect RE - Fairwinds SNDA 2026

APPROVED BY: Michael Pleus, City Manager, January 28, 2026

SUMMARY/HIGHLIGHT:

One of the airport tenants is refinancing existing debt. To facilitate their refinancing, the tenant needs a new loan subordination agreement approved by the City Commission.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None, other than the item facilitates lending to our airport tenants which as an indeterminable positive fiscal impact on the airport and larger community.

RECOMMENDATION:

Approve the attached agreement.

BACKGROUND/DISCUSSION:

This subordination agreement simply replaces the existing subordination agreement tied to the existing loan.

PREPARED BY AND RETURN TO:

Barry B Johnson
South Milhausen, P.A.
Gateway Center
1000 Legion Place, Ste. 1200

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

THIS SUBORDINATION, NON-DISTURBANCE, ATTORNMENT AND ESTOPPEL AGREEMENT (hereafter referred to as the "Agreement") is made this _____ day of _____, 2026, by and between **THE CITY OF DELAND**, a municipal corporation ("Lessor"), and **FAIRWINDS CREDIT UNION**, a Florida corporation ("Fairwinds").

RECITALS:

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

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

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

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

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

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

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

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

3. **FORECLOSURE.** No foreclosure of the Mortgage shall be deemed to encumber or affect Lessor's title to the Property. In the event of a foreclosure, the Lessor shall be entitled to

any proceeds from a foreclosure sale in excess of the amounts owed to the Fairwinds or other secured creditors. Lessor shall be permitted to bid at any such foreclosure sale.

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

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

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

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

6. **MISCELLANEOUS.**

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

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

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

Fairwinds Credit Union
Attn: Jason McKee
1475 Tuskawilla Road
Winter Springs, FL 32708

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

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

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

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

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

CITY OF DELAND

By: _____
Christopher M. Cloudman
Mayor – Commissioner

FAIRWINDS CREDIT UNION

By: _____
Name: _____
Title _____

EXHIBIT “A”

find

Sheet 1 of 2

Sketch of Description

Legal Description: Lease Parcel #2

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

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

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

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

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

Sketch and Description Certified To:
KAITLYN PELC

*Ireland & Associates
Surveying, Inc.*

800 Currency Circle Suite 1020
Lake Mary, Florida 32746
www.Irelandsurveying.com
Office-407.678.3366 Fax-407.320.8165

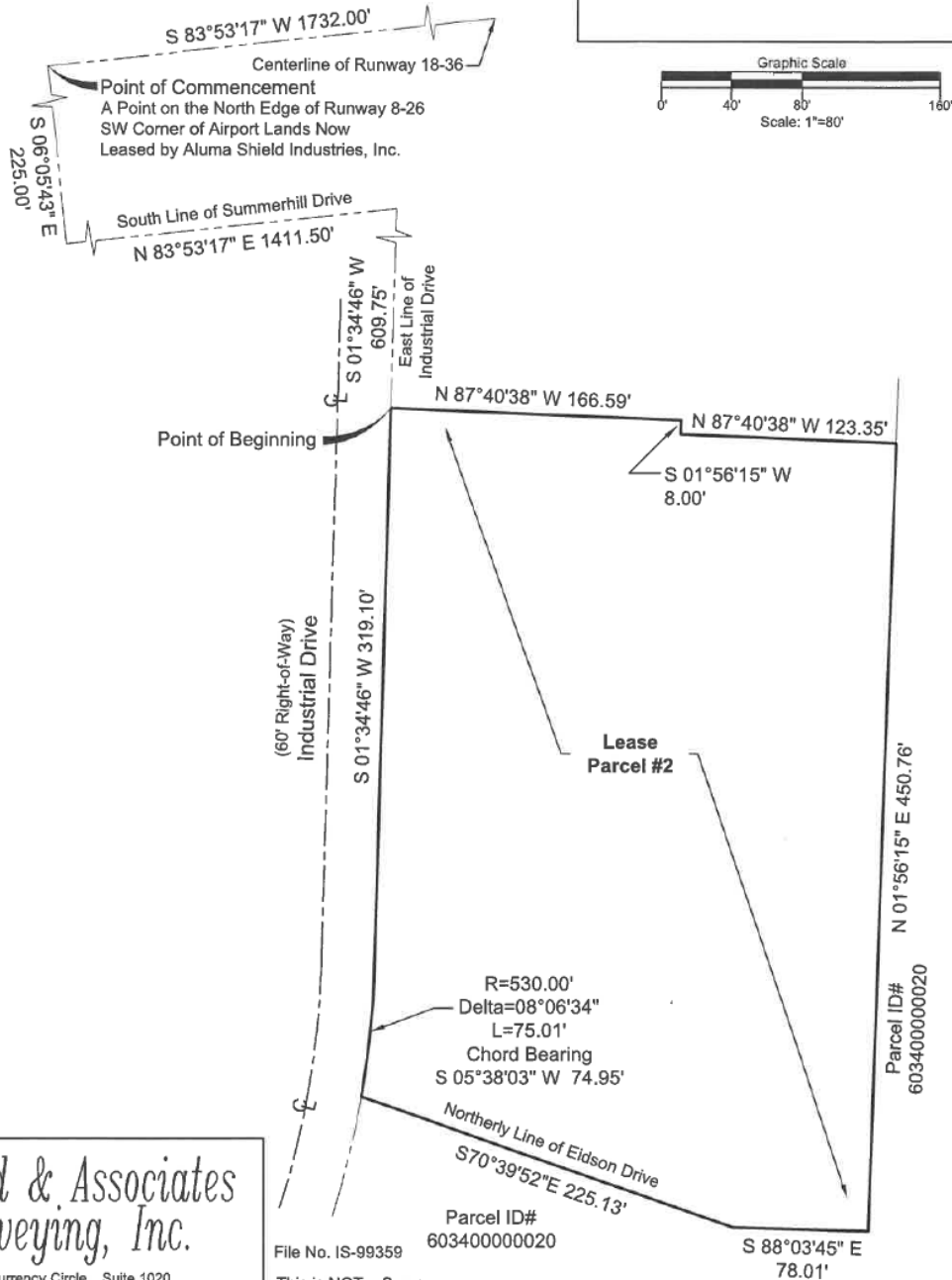
Notes-
>Sketch is Based upon the Legal Description Supplied by Client.
>Abutting Properties Deeds have **NOT** been Researched for Gaps, Overlaps and/or Hiatus.
>Subject to any Easements and/or Restrictions of Record.
>Bearing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB".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

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

I hereby Certify that this Sketch and Description of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown. Based on Information furnished to Me as Noted and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 61.17, 202 Florida Administrative Codes, Pursuant to Section 472.027 Florida Statutes.

Patrick K. Ireland
Patrick K. Ireland, P.S.M. 6637 LB 7623
Date Signed: 07/24/25
This Sketch is intended **ONLY** for the use of Said Certified Parties.
This Sketch **NOT** VALID **UNLESS** Signed and Embossed with Surveyor's Seal.
File No. IS-99359

Sketch of Description



Ireland & Associates
Surveying, Inc.

800 Currency Circle Suite 1020
Lake Mary, Florida 32746
www.irelandsurveying.com
Office-407.678.3366 Fax-407.320.8165

File No. IS-99359

Parcel ID#
603400000020

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

EXHIBIT "B"

Sheet 1 of 2

Sketch of Description

Legal Description: Lease Parcel #1

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

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

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

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is not full and or complete without both sheets.

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

Sketch and Description Certified To:
KAITLYN PELC

*Ireland & Associates
Surveying, Inc.*

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Lake Mary, Florida 32746
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Office-407.678.3366 Fax-407.320.8165

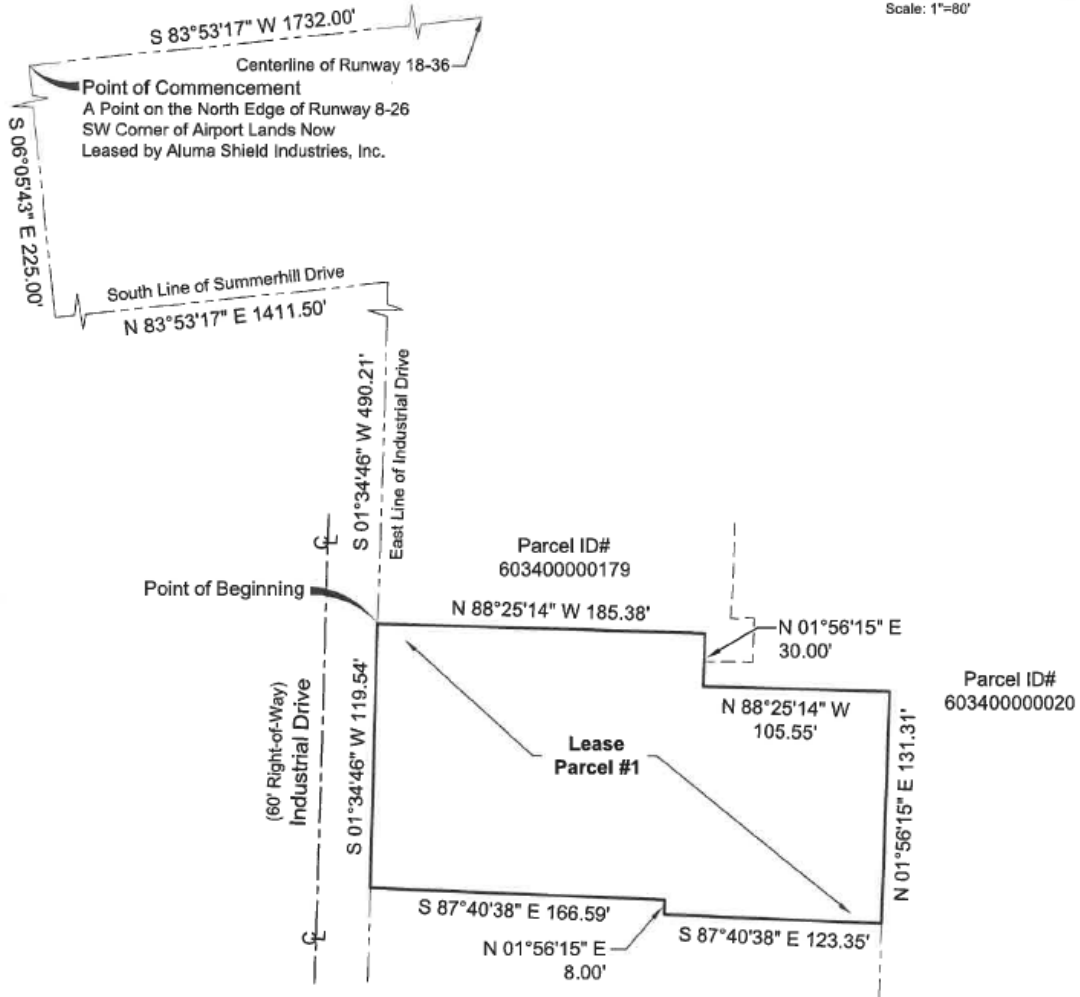
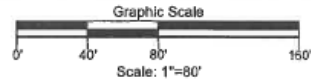
-Notes-
>Sketch is Based upon the Legal Description Supplied by Client.
>Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Mistakes.
>Subject to any Easements and/or Restrictions of Record.
>Bearing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB".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

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

I hereby Certify that this Sketch and Description of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown, based on information furnished to me as Noted and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 11-17.002 Florida Administrative Codes, Pursuant to Section 472.027 Florida Statutes.

Patrick K. Ireland
Patrick K. Ireland, L.S. 6637, LB 7623
Date Signed: 07/24/25
This Sketch is intended ONLY for the use of Said Certified Parties.
This Sketch NOT VALID UNLESS Signed and Embossed with Surveyor's Seal.
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Sketch of Description



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CITY OF DELAND
Request for Commission Action
February 2, 2026

SUBJECT: Consideration re Grant of Easement for Edith Starke Elementary Lift Station.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Starke Lift Station Easement, Termination of Easement

APPROVED BY: Michael Pleus, City Manager, January 28, 2026

SUMMARY/HIGHLIGHT:

In conjunction with the reconstruction of Starke Elementary School, the School Board requested that the City reduce the size of the 60' x 120' easement for the existing lift station to 30' x 30'. The utility was able to accommodate this request. Attached is the replacement easement which serves to terminate the old easement and replace it with this new easement with a smaller footprint. In addition, the City Attorney is requesting the City Commission to also execute a separate Termination of Easement document in order to make the public land records very clear that the prior easement has been terminated in favor of the new easement.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve the attached easement and termination of easement documents.

BACKGROUND/DISCUSSION:

This instrument was prepared by:
Darren J. Elkind, Esq.
142 E. New York Ave.
DeLand, FL 32724

GRANT OF EASEMENT

THIS INDENTURE is made and entered into this 13 day of January, 2026, by and between the **VOLUSIA COUNTY SCHOOL BOARD**, whose address is 200 North Clara Avenue, DeLand, Florida 32720 (“Grantor”) and the **CITY OF DELAND**, a municipal corporation, whose address is 120 South Florida Avenue, DeLand, Florida 32721 (“Grantee”).

WHEREAS, the Grantor is the owner in fee simple and in possession of that certain parcel of real estate described as follows to wit: Parcel ID: 7009-02-41-0010, East 1/2 of Block 200 DeLand Except West 30 Feet in Street; and

WHEREAS, the Grantee has requested the Grantor to grant the Grantee a permanent easement for a lift station on a 50 foot by 50 foot area as depicted in the attached Exhibit “A”; and

WHEREAS, the Grantor has agreed to grant the Grantee said easement.

NOW THIS INDENTURE WITNESSETH:

That for and in consideration of the sum of One and No/hundreds (\$1.00) Dollars in hand paid and other valuable considerations, the receipt of which is hereby acknowledged, the Grantor has this day granted unto Grantee a permanent easement and right-of-way, including the perpetual right to enter upon the real estate hereinafter described, to construct, maintain, and repair said facility, through the lands hereinafter described, together with the right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said facility, to have and to hold the said easement and right-of-way unto the Grantee and unto its successors and assigns forever. Execution of this document by both parties will terminate the previous Grant of Easement to City of Deland, dated June 23, 1998 and recorded in Official Records Book 4333, pages 4755 through 4757.

The Grantor does hereby covenant with Grantee that it is lawfully owned and possessed of the real estate above described, that it has a good and lawful right to grant this easement.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed this 13 day of January, 2026.

GRANTOR:

Volusia County School Board

By: 

Mr. Ruben Colón, Board Chair

By: 

Carmen Balgobin, Superintendent

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**



Signature

Celeste C. Gilmore

Printed Name of Witness

Address: 200 N Clara Ave

Deland FL 32720



Signature

Vicki Marpole

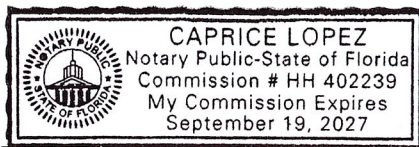
Printed Name of Witness

Address: 200 N Clara Ave

Deland FL 32720

STATE OF FLORIDA
COUNTY OF VOLUSIA

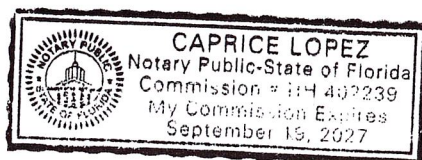
The foregoing Grant of Easement was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 13th day of January, 2026, by Mr. Ruben Colón, Board Chair of the Volusia County School Board, who is personally known to me or who has produced _____ as identification.

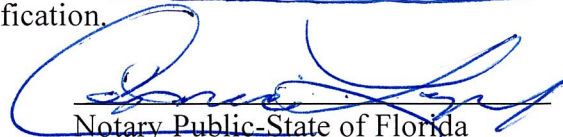



Notary Public-State of Florida

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Grant of Easement was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 13th day of January 2026, by Carmen Balgobin, Superintendent of the Volusia County School Board, who is personally known to me or who has produced _____ as identification.




Notary Public-State of Florida

GRANTEE:

ATTEST:

CITY OF DELAND,
a Florida municipal corporation

Julie A. Hennessy
City Clerk-Auditor

Christopher M. Cloudman
Mayor-Commissioner

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Mailing address:
120 South Florida Avenue
DeLand, Florida 32720

Signature

Printed Name of Witness
Address: _____

Signature

Printed Name of Witness
Address: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Grant of Easement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on this _____ day of November, 2025, by Christopher M. Cloudman, Mayor of the **CITY OF DELAND**, a Florida municipal corporation, who is personally known to me or who has/have produced _____ as identification.

Notary Public-State of Florida

This instrument was prepared by:
Darren J. Elkind, Esq.
142 E. New York Ave.
DeLand, FL 32724

NOTICE OF TERMINATION OF EASEMENT BY GENERAL RELEASE

This Termination of Easement by General Release ("Release") is made this ____ day of January 2026, by the City of DeLand, a municipal corporation, whose address is 120 South Florida Avenue, DeLand, Florida 32720.

WHEREAS, the Volusia County School Board and the City Of DeLand entered into a Grant of Easement dated June 13, 1998 and recorded on June 23, 1998, in Official Records Book 4333, Page 4755, Public Records of Volusia County, Florida, granting a 60-foot by 120-foot easement for a lift station on real property described in Exhibit "A" attached hereto and incorporated herein ("Easement"); and

WHEREAS, the City of DeLand desires to terminate the Easement and accept a smaller easement to allow for an expanded school footprint for the construction of the new Edith Starke Elementary School; and

WHEREAS, simultaneously with the execution of this Release, the Volusia County School Board is granting a new easement with a reduced footprint to the City of DeLand for a permanent lift station.

NOW THEREFORE, the City of DeLand hereby terminates, releases and relinquishes any and all rights it has in the Easement. The covenants contained in this Release are not personal but shall run with the land and shall be binding upon and inure to the benefit of the fee simple title holder of the subject real property, and the respective heirs, personal representatives, transferees, successors or assigns thereof.

*** Signatures on following page ***

In Witness WHEREOF, the City of DeLand has executed this Release on February ___, 2026.

ATTEST:

CITY OF DELAND

Julia Hewitt
Acting City Clerk-Auditor

Christopher M. Cloudman
Mayor-Commissioner

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

Mailing address:
120 South Florida Avenue
DeLand, Florida 32720

Signature

Printed Name of Witness
Address: _____

Signature

Printed Name of Witness
Address: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Termination of Easement was acknowledged before me before me by means of
☐ physical presence or ☐ online notarization, on this ___ day of February, 2026, by Christopher M.
Cloudman, Mayor of the **CITY OF DELAND**, a Florida municipal corporation, who is personally
known to me or who has/have produced _____ as identification.

Notary Public-State of Florida