



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
FEBRUARY 16, 2026 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Sr. Chaplain Mike Carroll, Volusia Sheriff's Office

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Resolution No. 2026-07, Honoring the Retirement of Julie A. Hennessy.
2. Proclamation for the House Next Door 50th Anniversary.
3. Proclamation for Encephalitis Awareness Day.
4. Presentation re Volunteer of the Year Awards and Certificates.

CONSENT AGENDA

1. Resolution Approving Revised Building Permit Fee Schedule.
Resolution Approving Revised Building Permit Fees.
2. Resolution re Surplus Equipment.
It is recommended that the City Commission adopt the resolution declaring the equipment surplus and authorizing its disposal as set forth therein.
3. Consideration re Ground Lease Agreement between MT Propeller USA, Inc. and the City of DeLand Located, at 1540 Old NDB Road.
Staff recommends approval of the "Ground Lease Agreement" agreement between Albrecht Investments and the City of DeLand and authorizes the Mayor Commissioner to execute the "Ground Lease" agreement.
4. Consideration re Timmons Group Agreement for Professional Services, Geographic Information System (GIS) Utility Network Migration Phase 2, Change Order # 1.
Staff recommends that the City Commission approve Change Order No. 1 to Timmons Group Professional Services, in the amount of \$18,165.00 for deployment of ArcGIS Enterprise 11.5 to City new servers as part of Utility Network Migration Phase 2 project.
5. Consideration re Task Authorization to Mead & Hunt to Update the Utilities Wastewater/ Reclaim Plan.

Staff recommends the City Commission approve a task authorization to Mead & Hunt to update the Utilities Wastewater/ Reclaim Plan.

6. Consideration re Change Order No. 2 to the East Regional Force Main (Part A) Project.

Staff recommends that the City Commission approve Change Order No. 2 in the amount of \$177,339.38.

7. Consideration re Change Order No. 1 Reconciliation to the FY 2024 Water Main Improvements Project.

Staff recommends that the City Commission approve Change Order No. 1 correction in the amount of \$15,502.00

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

OLD BUSINESS

1. Second Reading of Ordinance No. 2026-05 Amending Chapter 7 - Building and Housing Codes of the Code of Ordinances.

An update to Chapter 7 Building and Housing Codes of the City's Codes and Ordinances.

NEW BUSINESS

1. Discussion Re: Short Term Rentals

Discussion Re: Short Term Rentals

2. Consideration re Scott Price Appeal.

Discussion regarding the Mac McBride mural at 102 ½ W. Rich Avenue.

3. Report with Recommendations for Ordinance Revision and Proposed New Ordinance for Bicycles or Other Wheeled Devices on Streets and Sidewalks.

Staff recommends consideration of the suggested ordinance revisions.

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

RESOLUTION NO. 2026 - 07

A RESOLUTION OF APPRECIATION AND RECOGNITION BY THE CITY COMMISSION OF THE CITY OF DELAND, FLORIDA, TO JULIE HENNESSY UPON HIS RETIREMENT AFTER 36 YEARS OF SERVICE TO THE CITY OF DELAND; AND PROVIDING AN EFFECTIVE DATE.

Whereas, Julie Hennessy began her dedicated service with the City of DeLand on May 16, 1989, as a Secretary III in the City Attorney's office. Julie's commitment to public service was quickly recognized, leading to her promotion to Legal Secretary on October 1, 1989 and her continued growth and expertise earned her the position of Legal Assistant/Paralegal on January 31, 1991. Julie's exemplary skills and leadership led to her promotion to City Clerk on April 1, 1999, and later to City Clerk-Auditor on October 1, 2002; and

Whereas, Julie obtained the prestigious Certified Municipal Clerk (CMC) designation, further enhancing her ability to serve the community with professionalism and expertise and served as the administrator of the records management program, as well as the liaison to the State of Florida Bureau of Archives; and

Whereas, Julie attended Leadership DeLand in 1993, further demonstrating her commitment to both personal and professional development; and

Whereas, Julie has consistently gone above and beyond in her service to the City of DeLand, generously volunteering her time for various city initiatives, including her involvement in the Grand Opening Committee for City Hall, her coordination of the Toys for Needy Children project, and her active participation in the United Way Empowerment Committee; and

Whereas, in addition to her professional accomplishments, Julie brought compassion to her role, most notably through the "Journey" project in which she brought a service dog in training to City Hall to raise awareness and support in the efforts of fostering service animals; and

Whereas, Julie Hennessy has demonstrated an unwavering commitment to excellence, integrity, and public service throughout her distinguished career with the City of DeLand.

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

Section 1. That the City Commission of the City of DeLand does hereby honor Julie Hennessy for her 25 years of service to the City and for the faithful, diligent and responsible manner in which she performed his duties.

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

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

PASSED AND DULY ADOPTED this 16th day of February 2026.

Attest:

Christopher M. Cloudman
Mayor - Commissioner

Dale Arrington, Interim City Clerk



The CITY OF DELAND

Volusia County, Florida

Proclamation

Recognizing the House Next Door for 50 Years of Service

Whereas, The House Next Door has served the City of DeLand and surrounding community since 1976, providing fifty (50) years of dedicated service in mental health, child abuse advocacy, and parent education; and

Whereas, The House Next Door nurtures and empowers families through prevention and intervention services that strengthen family systems and build safer, healthier communities using non-judicial, family-centered approaches; and

Whereas, the organization provides counseling and family intervention and prevention services to thousands of families annually, reducing risk factors for abuse and neglect while promoting mental wellness and resilience; and

Whereas, The House Next Door has expanded access to quality care through evidence-based initiatives such as Dialectical Behavior Therapy (DBT) training for therapists, along with Homework Club and Early Learning programs that support academic success and child development; and

Whereas, the organization leads community efforts focused on suicide prevention, family engagement, and intergenerational connection through events such as Grandparents Day; and

Whereas, The House Next Door collaborates closely with partners including the Florida Department of Children and Families (DCF), the Community Partnership for Children (CPC), and Lutheran Services of Florida (LSF) to ensure comprehensive support for families in need; and

Whereas, these efforts enhance the quality of life in DeLand by fostering resilience across generations and ensuring families have the tools and support necessary to thrive;

*Now, therefore, I Christopher M. Cloudman, Mayor of the City of DeLand, and on behalf of the City Commission hereby recognizes **The House Next Door** for its **50 years of outstanding service** and expresses sincere appreciation for its lasting impact on the well-being of children, families, and the community.*

Done and proclaimed this 16th day of February 2026.

Christopher M. Cloudman, Mayor

Attest:

Julia Hewitt, Interim City Clerk



The CITY OF DELAND

Volusia County, Florida

Proclamation

Whereas, encephalitis is an inflammation of the brain caused either by an infection invading the brain (infectious encephalitis) or through the immune system attacking the brain in error (post-infectious or autoimmune encephalitis) and can strike anyone at any age; and

Whereas, encephalitis can lead to death and survivors are often left with an acquired brain injury, affecting not only the individual but the entire family and community at large; and

Whereas, despite affecting 1.5 million people globally each year, Encephalitis remains relatively unknown when compared to other neurological conditions; and

Whereas, 78% of people across the world do not know what encephalitis is, so it is imperative that there be greater public awareness of this serious health issue; and

Whereas, since its launch in 2014, World Encephalitis Day has reached 628 million people globally in an effort to grow global awareness of encephalitis; and

Now, therefore, I, Christopher M. Cloudman, Mayor of the City of DeLand, do hereby proclaim February 22, 2026 as:

Encephalitis Awareness Day

in the City of DeLand and urge all citizens of DeLand to support World Encephalitis Day and to learn about the symptoms of encephalitis in order to raise awareness and better support early diagnosis and treatment for those who become ill with this neurological condition.

Done and proclaimed this 16th day of February 2026.

Christopher M. Cloudman, Mayor

Attest:

Julia Hewitt, City Clerk

CITY OF DELAND
Request for Commission Action
February 16, 2026

SUBJECT: Resolution Approving Revised Building Permit Fee Schedule.

DEPARTMENT: Community Development

PREPARED BY: Rick Werbiskis, Community Dev. Director

ATTACHMENTS: Resolution, Exhibit A-Building Fees February 2026 Clean, Exhibit A-Building Fees February 2026 Strike Through

APPROVED BY: Michael Pleus, City Manager, February 9, 2026

SUMMARY/HIGHLIGHT:

In 2019, the Florida Building Code was amended to restrict the value of unexpended building permit revenue fees that are carried over from a prior year. On May 1, 2024, Building Permit fees were reduced by 10% to address excess unexpended funds. On June 16, 2025, the fees were reduced by an additional 40%.

Currently, the average operating budget for the Building Department for the past four years is \$3,444,298. The unrestricted fund balance, at the end of September 2025 was around \$4,009,288. Based upon current and proposed expenditures and revenues, it has been determined that the reduction in fees should be eliminated and the fees returned to their original value, along with some minor increases. Due to State, Federal and Global economic uncertainties, the city is experiencing a dramatic downturn in issued building permits and associated revenues. Staff will continue to monitor the revenues and request further adjustments if necessary.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Adoption of this resolution will result in eliminating the temporary reduction of fees collected related to the administration of the Florida Building Code and return the fees to their prior level along with some minor increases.

RECOMMENDATION:

It is recommended that the City Commission approve the resolution.

BACKGROUND/DISCUSSION:

In 2019, FS 553.80(7) was amended to include the following restriction related to unexpended Building Revenue Fees - *A local government may not carry forward an amount exceeding the average of its operating budget for enforcing the Florida Building Code for the previous 4 fiscal years.* Adoption of the proposed resolution will allow for the balance of the unexpended fees to be reduced and brought into conformity with state statute.

RESOLUTION NO. 2026 –

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, APPROVING REVISED BUILDING PERMIT FEES FOR PERMITS AND OTHER RELATED CHARGES; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, in 2019, the Florida Building Code was amended to restrict the value of unexpended building permit revenue fees that are carried over from a prior year; and

WHEREAS, the revised Building Permit Fees, attached hereto as Exhibit “A”, will eliminate the temporary reduction of fees related to the administration of the Florida Building Code and return the fees to their original value with minor increases.

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

Section 1. The City Commission for the City of DeLand, hereby approves the revised Building Permit Fees attached hereto as Exhibit “A”.

Section 2. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the remaining portions of this Resolution.

Section 3. This Resolution shall become effective on February 17, 2026.

PASSED AND DULY ADOPTED this 16th day of February, 2026.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Dale Arrington
Interim City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

“EXHIBIT A”

BUILDING PERMIT FEES

Residential Building Fee		
Submittal Fee		\$100
Building Permit Fees (additional fees include trades noted below along with Impact Fees and State-required fees)	Based on the Current Edition of the ICC Building Valuation Data Table or actual value, whichever is higher	0.75% of Valuation Minimum \$50

Commercial Building Fees		
Submittal Fee		\$200
Building Permit Fee (additional fees include trades noted below along with Impact Fees and State-required fees)	Based on the Current Edition of the ICC Building Valuation Data Table or actual value, whichever is higher	0.75% of Valuation Minimum \$100

Townhome Building Fees		
Submittal Fee		\$100
Foundation Fee (separate permit)		\$100
Building Permit Fee (per townhome unit) (additional fees include trades noted below along with Impact Fees and State-required fees)	Based on the Current Edition of the ICC Building Valuation Data Table or actual value, whichever is higher	0.75% of Valuation Minimum \$100

Master File		
Residential Submittal Fee		\$100
Residential Fee		\$0.40 per \$1,000 total valuation \$40 minimum charge
Commercial and Multiple Family Submittal Fee		\$200
Commercial and Multiple Family Fee		\$1.15 per \$1,000 total valuation \$100 minimum charge

Re-Roof Fee		
Minimum Roof Permit Fee		\$90
Residential		\$3 per Square
Commercial		\$7 per Square

Mechanical Fee		
Residential		\$50 plus \$8 per Ton
Commercial		\$75 plus \$10 per Ton

Plumbing Fee		
Residential		\$50 plus \$5 per Fixture
Commercial		\$75 plus \$6 per Fixture

Backflow		\$50 each
Electrical Fee		
Minimum Residential Fee		\$50
Minimum Commercial Fee		\$100
Single Phase		\$0.50 per Amp
Three Phase =< 240 Volt		\$0.75 per Amp
Three Phase > 240 Volt		\$1.00 per Amp
Temp Pole Residential		\$50
Temp Pole Commercial		\$100
Gas Permit Fee		\$50 plus \$6 per outlet
Sign Permit Fee		
New	Per Sign	\$100
Alteration/Repair	Per Sign	\$75
Pool Fee		
Residential (Above Ground)		\$100
Residential (Below Ground)		0.75% of Valuation
Commercial		0.75% of Valuation
Reinspection Fee		
553.80 F.S.		\$50
After-Hours Inspection Fee		\$100/Hour Minimum \$300
Temporary Certificate of Occupancy		\$150
Access Drive Permit Fee		\$50 per Driveway
Plan Review Fee (Applications requiring plan review)		
Residential Building	One- and two-family dwellings and structures, mobile home, remodels, additions, alterations, accessory structures, swimming pools and spas	\$0.40 per \$1,000 total valuation \$40 minimum charge
Commercial and Multiple Family	Commercial and multiple family buildings and structures, remodels, additions, alterations, accessory structures,	\$1.15 per \$1,000 total valuation \$100 minimum charge
Plan review fee for third and subsequent reviews	All residential and commercial buildings	\$20 per plan page
Plan revisions submitted after permit issuance	All residential and commercial buildings	\$20 per plan page

NOTES:

- All fees are non-refundable
- Valuation of work shall be based on the Current Edition of the ICC Building Valuation Data Table or actual contractual value, whichever is higher. Signed contracts may be required to be submitted to verify valuations.

DCA State Surcharge fee

(This is a pass-through charge imposed by the State in accordance with 553.721, Florida Statutes. The amount of this surcharge is subject to change whenever the Statutorily-required fee changes.)

BCAI State Surcharge fee

(This is a pass-through charge imposed by the State in accordance with 468.631, Florida Statutes. The amount of this surcharge is subject to change whenever the Statutorily-required fee changes.)

ALTERNATIVE PLANS REVIEW AND INSPECTION SERVICES

In accordance with the provisions of Section 553.791 Florida Statutes, the following cost savings shall be applied to Building Permit fees when an applicant is utilizing a private provider to perform plans review and/or building inspections in lieu of the local building official:

Plans Review – Plans Review fees waived

Building Inspections - \$20.29 credit per required inspection

WORK CONDUCTED WITHOUT A VALID PERMIT

Applicants applying for permits for construction or work started, without a permit for which a permit is required, will be charged a double permit fee for the first occurrence. For the second or any subsequent occurrences an applicant conducts work without a permit, a \$295.00 additional penalty plus the double permit fee will be charged and a complaint filed with the Department of Business and Professional Regulation.

“EXHIBIT A” BUILDING PERMIT FEES

Residential Building Fee		
Submittal Fee		<u>\$100</u>\$30.00
Building Permit Fees (additional fees include trades noted below along with Impact Fees and State-required fees)	Based on the Current Edition of the ICC Building Valuation Data Table or actual value, whichever is higher	0.75% of Valuation Minimum \$50

Commercial Building Fees		
Submittal Fee		<u>\$200</u>\$50.00
Building Permit Fee (additional fees include trades noted below along with Impact Fees and State-required fees)	Based on the Current Edition of the ICC Building Valuation Data Table or actual value, whichever is higher	0.75% of Valuation Minimum \$100

Townhome Building Fees		
Submittal Fee		<u>\$100</u>\$30.00
Foundation Fee (separate permit)		\$100
Building Permit Fee (per townhome unit) (additional fees include trades noted below along with Impact Fees and State-required fees)	Based on the Current Edition of the ICC Building Valuation Data Table or actual value, whichever is higher	0.75% of Valuation Minimum \$100

Master File		
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Mechanical Fee		
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Plumbing Fee		
Residential		\$50 plus \$5 per Fixture
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Backflow		\$50 each
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Electrical Fee		
Minimum Residential Fee		\$50
Minimum Commercial Fee		\$100 \$75
Single Phase		\$0.50 per Amp
Three Phase =< 240 Volt		\$0.75 per Amp
Three Phase > 240 Volt		\$1.00 per Amp
Temp Pole Residential		\$50
Temp Pole Commercial		\$100

Gas Permit Fee		\$50 plus \$6 per outlet
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Sign Permit Fee		
New	Per Sign	\$100
Alteration/Repair	Per Sign	\$75

Pool Fee		
Residential (Above Ground)		\$100 \$50
Residential (Below Ground)		0.75% of Valuation
Commercial		0.75% of Valuation

Reinspection Fee		
553.80 F.S.		\$50

After-Hours Inspection Fee		\$100/Hour Minimum \$300
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<u>Temporary Certificate of Occupancy</u>		<u>\$150</u>
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Access Drive Permit Fee		\$50 per Driveway
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Plan Review Fee (Applications requiring plan review)		
Residential Building	One- and two-family dwellings and structures, mobile home, remodels, additions, alterations, accessory structures, swimming pools and spas	\$0.40 per \$1,000 total valuation \$40 minimum charge
Commercial and Multiple Family	Commercial and multiple family buildings and structures, remodels, additions, alterations, accessory structures,	\$1.15 per \$1,000 total valuation \$100 minimum charge
Plan review fee for third and subsequent reviews	All residential and commercial buildings	\$20 per plan page
<u>Plan revisions submitted after permit issuance</u>	<u>All residential and commercial buildings</u>	<u>\$20 per plan page</u>

NOTES:

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BCAI State Surcharge fee

(This is a pass-through charge imposed by the State in accordance with 468.631, Florida Statutes. The amount of this surcharge is subject to change whenever the Statutorily-required fee changes.)

ALTERNATIVE PLANS REVIEW AND INSPECTION SERVICES

In accordance with the provisions of Section 553.791 Florida Statutes, the following cost savings shall be applied to Building Permit fees when an applicant is utilizing a private provider to perform plans review and/or building inspections in lieu of the local building official:

Plans Review – Plans Review fees waived

Building Inspections - \$20.29 credit per required inspection

WORK CONDUCTED WITHOUT A VALID PERMIT

Applicants applying for permits for construction or work started, without a permit for which a permit is required, will be charged a double permit fee for the first occurrence. For the second or any subsequent occurrences an applicant conducts work without a permit, a \$295.00 additional penalty plus the double permit fee will be charged and a complaint filed with the Department of Business and Professional Regulation.

CITY OF DELAND
Request for Commission Action
February 16, 2026

SUBJECT: Resolution re Surplus Equipment.

DEPARTMENT: City Clerk

PREPARED BY: Julia Hewitt, Interim City Clerk

ATTACHMENTS: Resolution, Department Head Memo-Utilities

APPROVED BY: Michael Pleus, City Manager, February 10, 2026

SUMMARY/HIGHLIGHT:

The proposed resolution declares certain equipment as surplus and authorizes the City Manager to dispose of same.

The CAT 430D Loader Backhoe Serial Number CAT0430DCBNK04475 will be traded in to:

Ring Power Corporation
500 World Commerce Parkway
St. Augustine, Florida 32092

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The proceeds from the sale of surplus equipment are included as revenue in the budget.

RECOMMENDATION:

It is recommended that the City Commission adopt the resolution declaring the equipment surplus and authorizing its disposal as set forth therein.

BACKGROUND/DISCUSSION:

N/A

RESOLUTION 2026 –

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, DECLARING CERTAIN PROPERTY SURPLUS; AUTHORIZING DISPOSAL OF THE PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the disposal of tangible surplus property is authorized by Section 274.06, Florida Statutes; and

WHEREAS, the City Commission hereby finds that the below property is either: obsolete and the continued use of it is uneconomical or inefficient; that it serves no useful function; and/or that it is irreparable; and

WHEREAS, the City Commission hereby finds that it is in the best interests of the City to dispose of said surplus property;

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

Section 1. The following described property is hereby declared surplus:

<u>UTILITIES</u>		
<u>DEPT/ASSET NO.</u>	<u>DESCRIPTION</u>	<u>VIN/SERIAL NO.</u>
4204-5202	2008 Ford Ranger 4x2 Pickup (#61)	1FTYR14U58PA65182
4204-5416	2012 Ford F-250 4x4 Utility Body (#93)	1FTBF2A62CEB08746
4205-4390	Lindberg Mechanical Oven Mo1450A	S27H-384065-TH
4206-6118	Scagg Tiger Riding Mower Cat II	V500638
4206-N/A	Smith Loveless Lift Station #1	16-7801
4206-N/A	Smith Loveless Lift Station #82	16-7327
4206-N/A	Smith Loveless Lift Station #84	16-7372
4206-N/A	Smith Loveless Lift Station #86	16-7415
4206-N/A	Smith Loveless Lift Station #111	25-00276
4206-N/A	Detroit Lift Station Generator 50GSB	2007633/005835

Section 2. The City Manager is hereby authorized to dispose of the surplus property listed in Section 1 above in a manner provided by law and to remove the surplus property from the City’s fixed assets.

Section 3. The following described property is hereby declared surplus:

<u>UTILITIES</u>		
<u>DEPT/ASSET NO.</u>	<u>DESCRIPTION</u>	<u>VIN/SERIAL NO.</u>
4204-4984	CAT 430D Loader Backhoe	CAT0430DCBNK04475

Section 4. The City Manager is hereby authorized to trade in the CAT 430D Loader Backhoe, Serial Number CAT0430DCBNK04475 in Section 3 above to Ring Power Corporation, 500 World Commerce Parkway, St. Augustine, Florida 32092.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 16th day of February, 2026.

ATTEST:

Christopher M. Cloudman
Mayor-Commissioner

Dale Arrington
Interim City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

MEMORANDUM

Date: January 20, 2026
To: Julia Hewitt, Acting City Clerk
From: Jim Ailes, Utilities Director *JA*
Re: Surplus Equipment

Listed below is equipment that I need to surplus on the next City Commission Agenda on February 2nd, if at all possible. These trucks have been turned over for surplus disposal at the Public Works Fleet garage.

<u>Dept.</u>	<u>Asset #</u>	<u>Description</u>	<u>Make</u>	<u>Model</u>	<u>Serial #</u>
4204	5202	2008 4x2 Pickup (#61)	Ford	Ranger	1FTYR14U58PA65182
4204	5416	2012 4x4 Utility Body (#93)	Ford	F-250	1FTBF2A62CEB08746
4204	4984	Loader Backhoe	CAT	430D	CAT0430DCBNK04475

This item needs to be surplused so that it may be traded in on a replacement unit. We would receive a credit of approximately \$25,000 toward a replacement unit. This unit is 23 years old.

Ring Power Corporation
500 World Commerce Parkway
St. Augustine, Florida 32092

4205	4390	Mechanical Oven	Lindberg	Mo1450A	S27H-384065-TH
4206	6118	Tiger Riding Mower	Scagg	Cat II	V500638
4206	None	Lift Station #1	Smith	Loveless	16-7801
4206	None	Lift Station #82	Smith	Loveless	16-7327
4206	None	Lift Station #84	Smith	Loveless	16-7372
4206	None	Lift Station #86	Smith	Loveless	16-7415
4206	None	Lift Station #111	Smith	Loveless	25-00276
4206	None	Lift Station Generator	Detroit	50GSB	2007633 / 005835

Cc. Kieu Moses, Risk/ Safety / Events Manager
Nick Segel, Budget Manager
Stephanie Cooper-Whites, Administrative Coordinator

CITY OF DELAND
Request for Commission Action
February 16, 2026

SUBJECT: Consideration re: Recognition of “Ground Lease Agreement” between MT-Propeller USA, Inc. and the City of DeLand.

DEPARTMENT: Airport

PREPARED BY: John Eiff, Airport Manager

ATTACHMENTS: Exhibit A, Ground Lease MT-Propeller 1540 Old NDB Rd.

APPROVED BY: ,

SUMMARY/HIGHLIGHT:

On the east side of the DeLand Airport at 1540 Old NDB Road is a vacant parcel of land available for lease. MT-Propeller USA, Inc. wishes to lease 2.07 acres of land to construct a 20 thousand square foot hangar at 1540 Old NDB Road. MT-Propeller USA, Inc., a valued airport tenant which already has two hangars on the airport, is experiencing rapid growth and needs to expand their operation.

The City Attorney has created the “Ground Lease” agreement and has no objections from a legal perspective.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This “Ground Lease Agreement” will create a \$27,000.00 annual income to the DeLand Airport Enterprise Fund.

RECOMMENDATION:

Staff recommends approval of the “Ground Lease Agreement” agreement between MT-Propeller USA, Inc. and the City of DeLand and authorizes the Mayor Commissioner to execute the attached “Ground Lease” agreement.

BACKGROUND/DISCUSSION:

The ground lease agreement gives MT-Propeller USA, Inc. a right to lease the subject property for a period of Twenty (20) years with options to renew. DeLand Airport and staff wants to do everything it can to encourage MT-Propeller USA, Inc. to make additional investments and continued productivity at the DeLand Airport.

GROUND LEASE AGREEMENT

The City of DeLand, a Florida municipal corporation (hereinafter referred to as "Lessor"), and MT-Propeller USA, Inc. a Florida corporation, with its principal place of business at 1540 Old NDB Road, DeLand, Florida 32724 (hereinafter referred to as "Lessee"), in consideration of the mutual terms and conditions of this Ground Lease Agreement (hereinafter referred to as the "Agreement"), dated this 16th day of February, 2026, hereby agree as follows:

Section 1. Property. Lessor hereby leases to Lessee 2.07± acres of land described in the attached Exhibit A, which is located at 1540 Old NDB Road, the DeLand Municipal Airport in Volusia County, Florida (hereinafter referred to as the "premises" or "leased premises"). Any use of the airport outside of the leased premises shall be in accordance with any fee schedules or other regulations, rules or policies adopted by Lessor.

Section 2. Term. This Agreement shall be for a term of 20 years, beginning February 16, 2026, and ending on February 15, 2046, unless sooner terminated as provided below.

Section 3. Purposes. The premises shall be used for the Manufacture, Repair, overhaul or maintenance of aircraft propellers in accordance with Section 4.8 of the DeLand Municipal Airport Minimum Standards and Airframe and/or Powerplant Repair and Maintenance in accordance with Section 4.6 of the DeLand Municipal Airport Minimum Standards. Lessee shall make no unlawful, improper or offensive use of the premises.

Section 4. Renewals. So long as Lessee is completely current with its rent payments and is otherwise in full compliance with all of the terms, covenants and conditions of this Agreement, Lessee shall have the right and option to renew this Agreement, upon proper notice, for two (2) successive terms of 15 years each under the same terms and conditions as the initial term of this Agreement, except as those terms and conditions may be modified in accordance with this Agreement. Written notice of Lessee's intention to renew shall be sent to Lessor not less than 90 days and not more than 180 days prior to the expiration date of the initial term of this Agreement and any renewal of this Agreement.

Section 5. Rent. Lessee shall pay Lessor as base rent for the premises the sum of \$27,026.40 annually, payable in twelve (12) equal monthly installments of \$2,252.20, due in advance on the first day of each month. Rent will commence upon the earlier of March 1, 2027 or receipt of a certificate of occupancy for development on the leased premises. All rent payments are subject to state and/or local sales' taxes at the rate or rates then in effect, which shall be due and payable at the same time as the rent installments. This base rent shall be modified as follows:

A. Annual cost of living adjustments. At the conclusion of every year of this Agreement, the rent payable by Lessee shall be adjusted for the following year in accordance with this subsection; provided, however, that in no event shall the annual rent payable by Lessee be less than the base rent reserved in the preceding paragraph of this section; and provided further, however, that in no event shall any annual adjustment be less than 3% nor more than 6%. On May 1st of each year during the initial term or any renewal of this Agreement, Lessor shall use the latest available publications promulgated by the U.S. Department of Labor to determine the average annual change in the Cost-of-Living Index (All Urban Consumers) for the twelve (12) months immediately preceding that date for which data is available. On or before June 1st of each year, Lessor shall send Lessee written notice of the average annual change in the Cost-of-Living Index and the required adjustment, if any, in annual rent and monthly installments. The annual cost of living adjustment shall be determined by applying the change in the Consumer Price Index to Lessee's annual rent at the time the notice is sent and shall become effective for the following year beginning on the yearly anniversary date of this Agreement; provided, however, that in no event shall the annual rent payable by Lessee be less than the base rent reserved in the preceding paragraph of this Section; and provided further, however, that in no event shall any annual adjustment be less than 3% nor more than 6%.

B. Redetermination of rent for renewal term. At the end of the initial term or any renewal term of this Agreement, Lessor, in its sole discretion and at its sole option, may notify Lessee that the base rent to be paid by Lessee shall be altered and redetermined in accordance with this subsection. Written notice of Lessor's exercise of this option shall be sent to Lessee not less than 60 days prior to the expiration of the current term. The parties may then negotiate a new base rent for the ensuing term. If the parties are unable to reach agreement on the rent within 30 days of the date of notice, each party shall appoint (at its own expense) a qualified MAI appraiser, who shall then appoint a third qualified MAI appraiser (whose costs shall be borne equally by the parties). These appraisers shall inspect and appraise the rental value of the property, and arrive at a fair rental value for the premises based upon a value per square foot per year. This value for the property shall exclude the rental value of any improvements or renovations built or installed on the premises at the expense of Lessee. If the appraisers do not unanimously agree on the fair rental value of the premises, the base rent for the renewal period shall be established by averaging the two highest appraisals.

C. Adjustment when substantial part of premises unusable. If a substantial part of the premises is rendered unusable due to condemnation or force majeure, the rent payable by Lessee shall be adjusted in accordance with this subsection; provided, however, that Lessee shall continue to pay rent at the current rate until the adjustment amount has been finally determined in accordance with this subsection. Within 30 days of the condemnation action or event of force majeure, Lessee shall send Lessor written notice of its desire to adjust the rent in accordance with this subsection and include in that notice any proposed adjustment in the rent and the factual basis for same. If the parties are unable to reach agreement on the rent within 30 days after the notice is sent, the rent shall be determined by a panel of MAI appraisers selected as provided in subsection B above. The rent arrived at through this subsection shall be subject to all other adjustments provided for in this section. If the condition which renders a substantial part of the premises unusable is temporary, upon the termination or elimination of that condition, Lessee shall resume paying rent in the amount that would have been due had the condition never existed.

The taking by condemnation or otherwise of 30 feet or less of any of the premises immediately adjacent to a public or private road for purposes of improving that road shall not be deemed to be a taking of a substantial part of the premises.

Section 6. Taxes. In addition to applicable sales or other proper tax on rent installments, Lessee shall pay any and all taxes levied or assessed by any proper taxing authority upon the land; upon any personal property, buildings, fixtures or improvements belonging to Lessee and located on the leased premises, including but not limited to, all ad valorem or real estate taxes assessed against the land, and any and all taxes assessed or levied by any proper taxing authority as a result of Lessee's leasehold or possessory interest. Lessee shall pay in full all ad valorem taxes assessed against the leased premises on or before April 1st of each and every year. Nonpayment of ad valorem taxes in full by the Lessee shall create a default of this Agreement pursuant to **Section 29(B)** below. Lessee's default or termination of this Agreement shall not relieve Lessee of responsibility to pay taxes as set forth herein.

Section 7. Security deposit. Lessee, contemporaneously with the execution of this Agreement, shall deposit with Lessor the sum of \$4,500.00, receipt of which is hereby acknowledged, as a security for the full and faithful performance by Lessee of all the terms, covenants and conditions of this Agreement upon Lessee's part to be performed, which sum shall be returned to Lessee after Lessee has vacated the premises, provided always that Lessee has fully and faithfully carried out all of the terms, covenants and conditions as herein set forth. Lessor shall have the right, but not the obligation, to apply all or any part of said deposit to cure

any default of Lessee, and if Lessor does so, Lessee shall, upon demand, deposit with Lessor the amount necessary so that Lessor shall at all times have on hand the full deposit during the term of this Agreement. Lessee's failure to pay to Lessor a sufficient amount to restore said security deposit to the original sum deposited within three (3) days after receipt of demand therefore shall constitute a breach of this Agreement. No interest shall be payable by Lessor to Lessee on account of such security deposit. Should Lessee comply with all the terms, covenants and conditions and promptly pay all of the rental installments as they become due and all other sums payable to Lessor by Lessee hereunder, the security deposit shall be returned in full to Lessee at the end of the term of this Agreement or any renewal thereof after Lessee has vacated the premises.

Section 8. Buildings and improvements. Lessee may, at its sole cost and expense, make any changes, alterations or improvements that may be reasonable and necessary for its use of the premises. All buildings, fixtures and improvements shall remain the property of Lessee, subject to Lessor's landlord lien for rent. Lessee may remove the improvements upon the termination of this Agreement if the removal can be done in a manner that does not injure or damage the leased premises. If Lessee fails to remove the buildings, fixtures or improvements as provided, Lessor, at its option, may require Lessee to remove them. If Lessee fails to do so, Lessor may remove and dispose of the buildings, fixtures, improvements and personal property not removed by Lessee. In that case, Lessee agrees to sell, assign and transfer to Lessor all of Lessee's right, title and interest in the buildings, fixtures, improvements and personal property not removed by Lessee for the sum of \$1.00. Lessee further agrees that if Lessor removes the buildings, fixtures, improvements and personal property as provided for above, Lessee shall pay Lessor upon written demand the cost of the removal, transportation, storage and/or disposition of the property.

Section 9. Review of plans for buildings and improvements. Before applying for a building permit for the construction, erection or installation on the leased premises of any alteration, fixture, building, structure or other improvement, Lessee shall submit complete building plans for Lessor's prior review and approval, which approval shall not be unreasonably withheld. The review and approval of the plans shall be subject to all applicable federal, state and local regulations, including but not limited to all zoning and airport development regulations. In the event of a conflict among such regulations, the more restrictive shall apply. Such plans shall also be subject to the approval of the Federal Aviation Administration (FAA).

Section 10. Mortgage of Lessee's interest. Lessor may, by further agreement, consent to subordination of some of its rights as landlord to any lending institution making a loan to Lessee to be used in connection with the construction or improvement of any building or facility upon the leasehold. However, in any such subordination agreement, Lessor shall reserve the right to be made a party to any foreclosure action and shall have the right to receive absolutely all proceeds on foreclosure sale above the amount of the judgment in foreclosure, and shall have the right to bid at foreclosure sale. Any subordination agreement shall provide for maintaining current at all times all payments owed to Lessor under this Agreement.

No mortgage or foreclosure or the consent thereto shall be deemed to encumber or affect Lessor's title to the real property which is demised in this Agreement. A copy of the mortgage instrument shall be provided to Lessor not more than 30 days after execution of the mortgage. Lessee shall at that time also provide Lessor the name and mailing address of a representative of the mortgagee authorized to receive notices under this Agreement. During the period of time that the mortgage remains unsatisfied, Lessor shall send the mortgagee a copy of any notices from Lessor to Lessee at the same time that notice is sent to Lessee.

Section 11. Water and sewer connections. Lessee shall connect the water and sewer systems on the premises to the airport water and sewer systems provided by Lessor. However, Lessor may permit Lessee to maintain additional water and sewer facilities on the premises if necessary to the carrying out of Lessee's activities on the premises.

Section 12. Mechanic's liens. The premises hereby leased shall not be subject to any mechanic's lien, and Lessee agrees that, not less than five (5) days before any construction material or services are provided to Lessee, it shall post and record in the public records of Volusia County a notice of non-responsibility of Lessor, stating that Lessor is not responsible for payment of any labor, materials or services provided Lessee and that the leased premises are not subject to any mechanics' liens.

Section 13. Repairs and maintenance generally. Lessee represents that it has inspected the leased premises and accepts them in their present condition. During the term of this Agreement, Lessee shall maintain the premises in good repair and in a neat and orderly condition at Lessee's sole cost and expense. In the event that Lessee fails or refuses to perform any required repairs or maintenance, Lessor shall have the right, but not the duty, to undertake any such repairs or maintenance, and the cost thereof, together with interest thereon, shall be collectable as additional rent. Lessor shall not be required to make any improvements or repairs to or upon the premises whatsoever.

Section 14. Maintenance of premises exteriors. Lessee recognizes that Lessor has special economic and other interests in maintaining the clean, neat and orderly appearance of grounds and the exterior of structures at the DeLand Municipal Airport. Accordingly, Lessee shall landscape the premises in a manner acceptable to Lessor and keep the grounds and the exterior of structures on the premises in a clean, neat and orderly appearance. In the event Lessee fails substantially to correct a breach of this section within ten (10) days after Lessor sends written notice of such breach, Lessor shall have the right, but not the duty, to undertake any such required maintenance or landscaping, and the cost thereof, together with interest thereon, shall be collectable as additional rent.

Section 15. Surrender of possession. Upon termination of this Agreement, Lessee shall surrender the premises quietly and peaceably and in as good order and condition as at the commencement of the Agreement term, reasonable wear, tear and damage by the elements excepted. Lessee shall also leave the premises free from all nuisances and dangerous or defective conditions.

Section 16. Compliance with laws. Lessee shall at its own cost and expense comply with all applicable federal, state and local laws, rules and regulations pertaining to Lessee's use of the premises, as they may be amended from time to time, including but not limited to the following:

- A. All building, zoning, sign, airport development and fire protection regulations.
- B. All regulations and instructions regarding the disposal of sewage, garbage and industrial or hazardous wastes promulgated or enforced by any federal, state or local agency.
- C. All regulations requiring that Lessee obtain licenses or permits for its activities on the leased premises.
- D. All regulations restricting the height of structures, natural growths or other obstructions on the leased premises promulgated by the Federal Aviation Administration (FAA).

Section 17. Utility payments. Lessee shall pay all utilities for the leased premises and shall pay when due all bills for water, sewer, stormwater and garbage collection services provided to the premises by the City of DeLand.

Section 18. Prohibited activities. The following operations, activities and uses are specifically prohibited on the leased premises:

A. The keeping or storage during any 24-hour period of any flammable liquids inside any covered or enclosed portion of the leased premises in excess of the amount of the liquids needed by Lessee for that 24-hour period. Any flammable liquids with a flash point of less than 100 degrees Fahrenheit shall be kept and stored only in safety containers of a type approved by Underwriters' Laboratories and the DeLand Fire Department. For purposes of enforcing this subsection, Lessee shall send to Lessor not more than 30 days after execution of this Agreement a list of the types, contents and quantities of any flammable liquids which will be maintained on the leased premises. Any additions to that list shall be sent within five (5) days after receipt by Lessee of the liquid in question.

B. Any improvements to or use of the property that unreasonably interferes with the use or enjoyment of adjacent or nearby premises by other lessees of Lessor.

C. Any use of the leased premises that would interfere with or adversely affect the operation or maintenance of the DeLand Municipal Airport or would otherwise constitute an airport hazard.

D. The use of the premises in violation of any applicable federal, state or local law, rule or regulation.

E. The leased premises have direct access to the Air Operations Area (AOA) of the DeLand Municipal Airport. As such, grant assurances and other Federal Aviation Administration (FAA) regulations and policies require that the leased premises and any facilities built thereon shall be used only for aeronautical activities. Accordingly, any use of the leased premises for any non-aeronautical activity or the storage of materials which are not related to an aeronautical activity being conducted on the leased premises, shall constitute a violation of this Agreement.

Section 19. Environmental matters.

A. Lessee shall not suffer, cause or permit the contamination of the leased premises, or any environmental contamination resulting from use of the leased premises, by any hazardous or toxic materials (including but not limited to petroleum products) and shall not handle or permit polychlorinated biphenyls ("PCB's") or asbestos or substances containing PCB's or asbestos on the premises. Lessee shall immediately provide Lessor with notice of any event of an environmental nature, including any spill or other incident which could result in contamination to the premises.

B. Lessee shall conduct all of its operations at the leased premises in compliance with all federal, state and local laws, rules, regulations, ordinances or requirements, including, but not limited to, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments thereto, or any regulations promulgated pursuant thereto, or any similar state or local law, rule, regulation or ordinance ("Environmental Statutes"). Lessee shall obtain all registrations required by Environmental Statutes and shall submit to Lessor, upon request, for inspecting and copying all documents, permits, licenses, approvals, manifests and records required to be submitted and/or maintained by the provisions of the Environmental Statutes. Lessee shall also provide promptly to Lessor copies of any correspondence, notice of violation, summons, order, complaint or other document received by Lessee pertaining to compliance with Environmental Statutes.

C. Lessee shall permit Lessor and Lessor's agents, servants and employees, including but not limited to legal counsel and environmental consultants and engineers, access to the premises for the purposes of environmental inspections and sampling during regular business hours, or during other hours after reasonable notice by Lessor, or in the event of any environmental emergency. Lessee shall not restrict access to any part of the premises, and Lessee shall not impose any conditions to access. To the extent any hazardous conditions exist on the leased premises, Lessor, in its sole discretion may remedy and/or cause to be remedied at Lessee's sole expense, the defect or contamination, and Lessor reserves the right to re-inspect the leased premises after any remediation, and require Lessee to take appropriate action to remedy and/or cause to be remedied any further defect or contamination resulting from this tenancy.

D. Lessee shall defend, indemnify and hold harmless Lessor from and against any and all liability, losses, damages, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of action (including attorneys' fees, engineering and other professional or expert fees), of whatsoever kind or nature arising out of or in any way related to Lessee's responsibilities hereunder.

E. Notwithstanding the foregoing, Lessee shall have no liability for any hazardous conditions which may have existed on the leased premises before Lessee took possession or which may have arisen thereafter if Lessee demonstrates to the reasonable satisfaction of Lessor by substantial, competent evidence that the hazardous conditions were caused by identified, unrelated third parties acting without the express or implied consent of Lessee.

Section 20. Duties of Lessor. During the term of this Agreement, Lessor shall:

A. Continue to operate the DeLand Municipal Airport as a public airport, consistent with government regulations.

B. Allow Lessee free access to the premises over public roads leading to the leased premises and allow Lessee access to public airport facilities.

C. Not permit the construction by any other entity under its control of any improvements or structures which would interfere with Lessee's ingress and egress to the premises.

Section 21. Enjoyment of premises. Lessee acknowledges that its right to enjoy the leased premises is subject to the use of the surrounding property for industrial, commercial and airport purposes, with accompanying industrial, commercial and airport noises, odors, smoke, sonic booms and low-flying aircraft, and the danger and nuisance thereof.

Section 22. Non-assignability. Lessee shall not assign this Agreement without the prior written approval of Lessor; which approval may not be unreasonably withheld. Any attempted assignment in contravention hereof shall be void. Lessee shall not be required to pay Lessor any fee for the approval of the assignment.

No assignment shall relieve Lessee of its obligation to pay the rent provided for in this Agreement in the event of a default by the assignee unless Lessee is specifically relieved of that obligation in writing by Lessor. Lessee shall send Lessor a copy of the proposed assignment not less than 60 days prior to its proposed execution, and Lessor shall send Lessee notice of its consent or refusal to consent not less than 30 days thereafter.

Section 23. Nondiscrimination covenants. Lessee, for itself, its personal representatives, successors in interest, and permitted assigns, if any, agrees as a covenant running with the land that:

A. In the event facilities are constructed, maintained or operated on the leased premises for a purpose for which a U.S. Department of Transportation (DOT) program or activity is extended, or for any other purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all requirements imposed by the latest version of Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the DOT-Effectuation of Title VI of the Civil Rights Act of 1964 (DOT Regulations).

B. No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of any facilities or services of Lessee on the grounds of race, color or national origin.

C. In the construction of any improvements on, over or under any facilities on the premises, and the furnishing of services on the premises, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in such activity on account of race, color or national origin.

D. The premises shall be used in compliance with DOT Regulations.

E. Subject to appeal provisions in DOT Regulations, upon Lessee's breach of any provision of this section, Lessor may terminate this Agreement and reenter and repossess the premises, and hold the same as if this Agreement had never been made, if Lessee fails to cure and remedy the breach in a manner reasonably agreeable to Lessor within 30 days after written notice is sent to Lessee by Lessor.

Section 24. Liability insurance, indemnity and hold harmless. Lessee shall defend, indemnify and hold harmless Lessor from and against any and all liability, losses, damages, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions (including attorneys' fees), of whatsoever kind or nature arising out of or in any way related to the use, occupancy, management or control of the leased premises, or any act or omission of Lessee or its agents, servants, employees, independent contractors, customers, patrons or invitees, whether on the leased premises or elsewhere.

Within ten (10) days of the beginning date of this Agreement, Lessee shall, at its own cost and expense, procure and maintain comprehensive public liability insurance coverage from a company and in a form acceptable to Lessor, in its sole discretion, protecting and insuring Lessee and Lessor against any and all of the foregoing, with a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000) and a general aggregate of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit commercial general liability insurance on an occurrence basis (including coverage for the Premises and Lessee's operations). All such insurance shall cover complete contractual liability, bodily injury and property damage liability. The certificate shall list the City of DeLand as an additional insured, indicate the location of the leased property by street address, and provide at least 30 days advance written notice of cancellation or change of coverage to the City of DeLand.

If the Lessee uses or stores any hazardous or toxic substances on the leased premises, then within ten (10) days of the beginning date of this Agreement, Lessee shall, at its own cost and expense, procure and maintain pollution liability and storage tank coverage from a company and in a form acceptable to Lessor, in its sole discretion, protecting and insuring Lessee and Lessor against any and all liability and costs of clean-up and remediation resulting from the storage, handling or disposal of any hazardous or toxic substances, as those terms are commonly defined, or for any other liability relating to such hazardous or toxic substances, with coverage limits in the amount not less than \$1,000,000 for any one occurrence. The certificate shall list the City of DeLand as an

additional insured, indicate the location of the leased property by street address, and provide at least 30 days advance written notice of cancellation or change of coverage to the City of DeLand.

Section 25. Nonliability of Lessor to Lessee. Lessor shall not be liable to Lessee or its agents, representatives, invitees, employees, or any other person, for any injury to or death of any of them, or for any damage to any of Lessee's property or loss of revenue, caused by any third persons in the maintenance, construction or operation of the Airport, its appurtenances, facilities or equipment, or caused by any third persons using the Airport or its appurtenances, facilities and equipment, or navigating any aircraft on or over the Airport, whether the injury, death or damage is due to negligence or not. Third persons, as used in this section, shall include the United States of America and the State of Florida, or any of their agencies, and all persons other than the City of DeLand.

Section 26. Non-exclusivity. Nothing in this Agreement shall be construed to grant Lessee the exclusive right to carry on any activity on any premises owned or subject to control by Lessor. Lessor reserves the right to lease or convey other premises to other operators of businesses or activities similar to those of Lessee upon terms and conditions set by Lessor.

Section 27. Agreement not a joint venture. Nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship of partners or joint ventures between Lessor and Lessee or as constituting either party as the agent or representative of the other party for any purpose or in any manner.

Section 28. Reservation of airspace. Lessor reserves to itself for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the leased premises, together with the right to cause in the airspace such noise as is inherent in the operation of all types of aircraft, and to use the airspace for all airport and related activities, subject to Lessee's right to construct and maintain permitted improvements.

Section 29. Defaults. This Agreement shall be in default and may be terminated in any of the following events:

A. Failure to pay rent or other payments due. The failure by Lessee to pay to Lessor any sum when due, when the failure continues for three (3) or more days after written notice of default is sent to Lessee.

B. Violation of terms. The violation of or failure to perform any other term, covenant or condition of this Agreement, including the payment in full of ad valorem taxes on or before April 1st of each year, if the violation or failure to perform is not corrected or cured within ten (10) days after written notice of default is sent to the party in default. Any notice sent under this subsection shall specify the violation or failure to perform, and the steps which must be taken by that party to correct the violation or failure to perform.

C. Insolvency. If Lessee becomes insolvent or makes an assignment for benefit of creditors; or the interest of Lessee in the premises is levied upon or sold upon execution, or becomes vested by operation of law in some other person; or a receiver or trustee is appointed for Lessee.

D. Abandonment. If Lessee vacates or abandons the leased premises, or permits the premises to remain vacant or abandoned for a period of 30 days or more, regardless of whether or not rent payments are current. However, Lessor may at its sole discretion consent in writing to the vacation of the premises for a longer period of time upon terms and conditions set by Lessor.

E. Corporate Dissolution. If Lessee is a corporation and if Lessee suffers or permits its corporate franchise to be dissolved for a period of more than three (3) calendar months before seeking reinstatement.

Section 30. Remedies for default. In the event of a default as provided above, the parties shall have the following remedies:

A. Repossession by Lessor. Upon default by Lessee, Lessee's right to possession of the leased premises shall terminate, without notice or demand by Lessor, and Lessee shall surrender possession to Lessor. Lessee hereby grants to Lessor full and free license to enter the premises to take possession of the premises in any lawful manner, and to expel Lessee.

B. Damages. In addition to terminating this Agreement and retaking possession of the leased premises, Lessor may recover all damages and rent accrued or accruing under this Agreement or arising out of any breach of this Agreement. Lessor may resume possession of the premises for its own account and recover from Lessee the difference between the total rent due under this Agreement and the fair market value of the property for the remainder of the term, reduced to present value, or Lessor may resume possession of the premises and re-rent it for the remainder of the term for the account of Lessee and recover from Lessee, at the end of the term or at the time any rent becomes due under this Agreement, the difference between the rent specified in this Agreement and the rent received upon the re-renting the premises.

C. Other remedies. Lessor may pursue any other remedies provided by law for the breach of this Agreement. No right or remedy conferred upon or reserved to Lessor in this Agreement is intended to be exclusive of any other right or remedy, and each right and remedy shall be cumulative and in addition to any other right or remedy of Lessor under this Agreement, or now or hereafter existing at law or equity, or by statute.

D. Lessee's right of cancellation. Lessee may cancel this Agreement in the event of civil commotion or riot, acts of military power, damage to runways which preclude reasonable use of the airport, or court order restraining the use of the airport; however, this termination shall not create any liability to Lessee by Lessor. Lessee may also terminate this Agreement if Lessor fails to fulfill its obligations under this Agreement, upon a determination by a court of competent jurisdiction that such a default exists.

E. Attorney's fees. In any civil action brought to enforce the provisions of this Agreement, the party in whose favor a judgment or decree has been rendered may recover reasonable court costs, including attorney's fees, from the non-prevailing party.

Section 31. Force majeure. The performance of all provisions of this Agreement (except for the payment of rent) shall be postponed and suspended during any period that the performance thereof is prevented by acts of God, accidents, weather and conditions arising therefrom, riot, fire, flood, storm, lightning, epidemic, insurrection, rebellion, revolution, civil war, hostilities, war, the declaration or existence of a national emergency and conditions arising therefrom, the exercise of paramount power by the federal government, either through the taking of the leased premises or the imposition of regulations restricting the conduct of business on the premises, interference, restriction, limitation or prevention by legislation, regulation, decree, order or request of any federal, state or local government or any instrumentality or agency thereof, including any court of competent jurisdiction, or any other delay or contingency beyond the reasonable control of Lessor or Lessee.

Section 32. Eminent domain. If all or any substantial part of the leased premises is taken by any paramount public authority under the power of eminent domain, then the term of this Agreement shall cease as to the part taken from the day the possession of that part is taken for

any public purpose, and from that day Lessee shall have the right either to cancel this Agreement or to continue in possession of the remainder of the premises upon payment of an adjusted rent as provided in **Section 5** above.

All damages awarded for the taking shall belong to and be the exclusive property of Lessor, except for any portion of the award made for loss of improvements belonging to Lessee or for loss of Lessee's leasehold interest in the premises taken.

The taking of 30 feet or less of any of the leased premises immediately adjacent to a public or private road for improvement of that road shall not be deemed to be a taking of a substantial portion of the premises.

Section 33. Waiver of default; effect. The acceptance by Lessor of one or more monthly rental installments after they fall due, or after knowledge of any breach by Lessee of this Agreement, or after the sending of any notice or demand, or any other act or series of acts by Lessor except an express waiver in writing, shall not be deemed or construed as a waiver of Lessor's right to act or as a waiver of any other right given to Lessor under this Agreement, or as an election not to proceed under the provisions of this Agreement. The failure by Lessor to collect or demand any sums due under this Agreement shall not relieve Lessee's obligation to pay those sums when demanded.

Section 34. Notices. Any notices required by this Agreement, or which Lessor or Lessee may wish to serve on the other, shall be in writing and shall be deemed served, whether or not service is accepted, admitted or refused, when delivered in person to an agent or employee of the party at its place of business or when deposited in the U.S. Mail, postage prepaid, return receipt requested, addressed to the parties as follows:

Assistant City Manager
City of DeLand
120 South Florida Avenue
DeLand, Florida 32720

MT-Propeller USA, Inc.
1540 Old NDB Road
DeLand, Florida 32724

Section 35. Subject to federal deeds and agreements. This Agreement is subject and subordinate to the provisions of a deed from the United States to the City of DeLand dated June 20, 1947, and recorded at Deed Book 383, Page 508, Public Records of Volusia County, Florida, and other existing agreements and leases between Lessor and the United States and any and all future leases, deeds and agreements entered into between the United States and the City of DeLand with reference to the conveyance by the United States to the City of DeLand of any real or personal property under any existing or future federal statutes authorizing the conveyance of such property by the federal government to the City for airport purposes.

Section 36. Inspection of premises. Lessee shall allow Lessor's authorized representative access to the leased premises at all reasonable hours for the purpose of examining and inspecting said premises; for the purposes necessary, incidental to or connected with the performance of Lessee's obligations under this Agreement; or in the exercise of its governmental functions.

Section 37. Signs. Lessee shall be allowed to install signs and advertisements promoting the business conducted by Lessee subject to the written consent of the Lessor, which consent shall not be unreasonably withheld, and subject to compliance with all applicable sign, zoning, building and other codes.

Section 38. Effect on prior agreements. This Agreement supersedes all prior agreements, if any, between the parties regarding the leasing of these premises and, as of the date of this Agreement, those prior agreements shall be of no further force or effect.

Section 39. Construction of lease. This Agreement shall be construed under the laws of the State of Florida and the Code of Ordinances of the City of DeLand.

Section 40. Short form of lease. Either party may prepare for execution a short form of this Agreement for recording in the public records. The costs of recording this Agreement shall be paid by Lessee.

Section 41. Amendments to lease. This Agreement may be amended only in writing signed by both parties.

Section 42. Late charge. All unpaid sums owed to Lessor under this Agreement shall bear interest at a rate of 18 percent per annum from the date when due.

Section 43. Time of essence. Time is of the essence in the performance of each and every covenant and condition of this Agreement.

Section 44. Omitted provisions. Various sections of the City's standard Ground Lease for the DeLand Municipal Airport may have been omitted if they are not applicable to this Agreement. In that event, the section headings have been retained for reference only to facilitate administrative review.

Section 45. Special terms and conditions.

A. It is essential to the proper function of the airport that all property which is leased by the City be developed within a reasonable period of time. The Lessor would not lease to Lessee the premises, which is vacant land, without Lessee's promise to expeditiously permit and construct an aircraft hangar on the premises together with Lessee's representation that it has the financial wherewithal to complete the construction in an expeditious manner. Accordingly, if Lessee fails to obtain all permits necessary to construct an aircraft hangar of no less than 10,000 square feet, together with all associated site infrastructure by January 1, 2027; or to commence construction thereof by January 1, 2027; and to complete construction of all improvements and obtain a certificate of occupancy or certificate of completion, as appropriate, of all improvements by December 31, 2027, then Lessee shall be deemed to be in default of this Agreement and Lessor may avail itself of any of the remedies set forth in Section 30 of this Agreement. In the event of termination of Lessee's right of possession of the leased premises on account of a default for failure to comply with the requirements of this Section 45, Lessor shall not be liable to Lessee for any claims or damages whatsoever, and Lessee hereby waives any and all claims for damages against Lessor, regardless of the basis of such claims or damages.

B. Adjacent to the leased property of this Ground Lease Agreement, on the south side is the remnants of the abandoned Skydive Drive which MT-Propeller USA, Inc. desires to use as a driveway to their lease property. The City of DeLand approves the use of this driveway at no cost provided that MT-Propeller USA, Inc. is financially responsible for the Upgrade, Repair and Maintenance of this driveway and includes this driveway in their insurance coverage.

Section 46. Complete agreement. This Agreement constitutes the complete and exclusive understanding and agreement between the parties with respect to the subject matter hereof and may only be amended in writing signed by both parties hereto. This Agreement shall be binding upon and shall inure to the benefit of the parties' heirs, personal representatives, successors and permitted assigns.

*** Signatures on following page ***


EXECUTED by the Lessee this 2nd day of February, 2026.

EXECUTED by the Lessor this 16th day of February, 2026.

CITY OF DELAND, LESSOR

MT-Propeller USA, Inc., LESSEE

Christopher M. Cloudman
Mayor-Commissioner

By: 

(Signature)

Peter Marshall, General Manager
Print Name and Title

Address: City of DeLand
120 South Florida Avenue
DeLand, Florida 32720

Address: MT-Propeller USA, Inc.
1540 Old NDB Road
DeLand, Florida 32724

ATTEST:

WITNESSES AS TO LESSEE:

Julie A. Hennessy
City Clerk-Auditor



(Witness' Signature)

John Eiff

(Print Name)

WITNESSES AS TO LESSEE:



(Witness' Signature)

ALBRECHT

(Print Name)

This Instrument Prepared By:
City of DeLand
120 South Florida Avenue
DeLand, Florida 32720

CITY OF DELAND
Request for Commission Action
February 16, 2026

SUBJECT: Consideration re Timmons Group Agreement for Professional Services, Geographic Information System (GIS) Utility Network Migration Phase 2, Change Order # 1.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: Timmons Group Proposal

APPROVED BY: Michael Pleus, City Manager, February 9, 2026

SUMMARY/HIGHLIGHT:

On November 3, 2025, the City Commission authorized Timmons Group to perform Phase 2 of Utility Network (UN) Migration which included water and reclaimed water utility network implementation. The City of DeLand (Engineering and IT Staff) and Timmons Group have identified a need to expand the Utility Network Migration scope to include implementation of the provided ArcGIS Enterprise (AGE) recommendations. Specifically, the deployment of ArcGIS Enterprise 11.5 to new servers. This Change Order, if approved, will include the deployment of Web Adapters, Portal for GIS, ArcGIS Server and Data Store of AGE components to new servers. It includes knowledge transfer to City staff so they can maintain the deployment going forward.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The net award for this project approved by the City Commission is currently \$142,600.00. This Change Order No. 1, if approved, will increase this award by \$18,165.00 to \$160,765.00. Sufficient budget exists in the Water & Sewer Funds professional services budget to fund this change order.

RECOMMENDATION:

Staff recommends that the City Commission approve Change Order No. 1 to Timmons Group Professional Services, in the amount of \$18,165.00 for deployment of ArcGIS Enterprise 11.5 to City new servers as part of Utility Network Migration Phase 2 project.

BACKGROUND/DISCUSSION:

Portal is a specialized software for distributing ArcGIS Representational State Transfer (REST) services on-premise. Its implementation is complex; with compatibility among ArcGIS, server, and other software components. The GIS and IT sections have reviewed and agreed that having a consultant familiar with ArcGIS Portal implementation would be the best route to do this work.



TIMMONS GROUP

GEOSPATIAL SOLUTIONS

UTILITY NETWORK MIGRATION

City of DeLand, Florida



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PROJECT UNDERSTANDING

The City of Deland and Timmons Group have identified a need to expand the Utility Network (UN) Migration scope to include implementation of the provided ArcGIS Enterprise (AGE) recommendations. Specifically, the deployment of ArcGIS Enterprise 11.5 to new servers.

PROJECT APPROACH

This Change Order will include the deployment of the following AGE components to new servers:

1. Web Adapters
2. Portal for ArcGIS
3. ArcGIS Server
4. Data Store

This will include knowledge transfer to City staff so they can maintain the deployment going forward. We understand that RSA is used for Active Directory.

It is assumed that the City will procure and install compatible operating systems on any new servers, as well as provide access to them to Timmons Group staff.

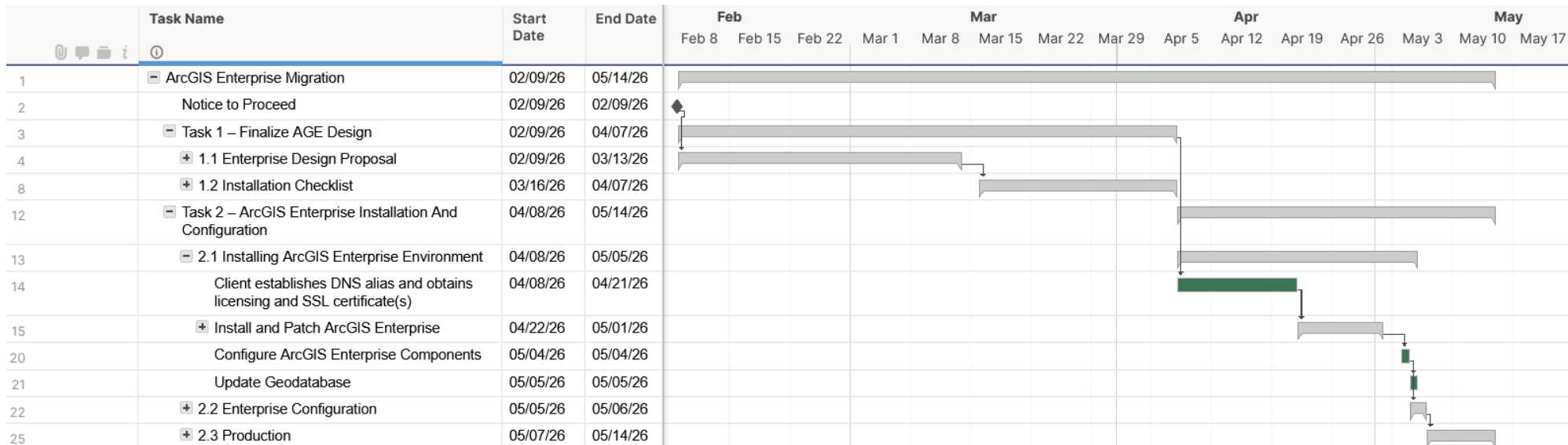
PROJECT SCHEDULE

This change order will impact the Utility Network schedule in the following ways:

- The AGE will be deployed by July 1, 2026, in order to have no effect on the UN schedule.

The schedule can be viewed on Smartsheet here:

<https://app.smartsheet.com/b/publish?EQBCT=c606755776b14c1997edc088ab708889> and in this image:



PROJECT COSTS

Timmons Group will execute this change order as a fixed fee phase for \$18,165. This task will be a part of the existing Utility Network Migration project, continuing to charge monthly at percent complete per task.

Phase 2: Water and Reclaimed Utility Network Implementation	Cost	New Costs
Data Modeling & Tools	\$37,400	\$0
Data Migration	\$38,340	\$0
Cityworks Reconfiguration	\$18,770	\$0
Testing, Training, and Go-Live	\$48,090	\$0
ArcGIS Enterprise deployment	--	\$18,165
Subtotal	\$142,600	\$160,765

Phase 3 costs are not modified:

Phase 3: Sewer and Stormwater Utility Network Implementation	Cost
Data Modeling & Tools	\$39,840
Data Migration	\$38,340
Cityworks Reconfiguration	\$18,770
Testing, Training, and Go-Live	\$48,090
Subtotal	\$145,040

SUMMARY TABLE

Phase	Cost
Phase 1: Utility Network Plan (previously completed)	\$52,360
Phase 2: Water and Reclaimed Utility Network Implementation (updated)	\$160,765
Phase 3: Sewer and Stormwater Utility Network Implementation	\$145,040
Total	\$ 358,165

CITY OF DELAND
Request for Commission Action
February 16, 2026

SUBJECT: Consideration re Task Authorization to Mead & Hunt to Update the Utilities Wastewater/ Reclaim Plan.

DEPARTMENT: Utilities

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

ATTACHMENTS: DeLand WWMP Scope 1.30.2026

APPROVED BY: Michael Pleus, City Manager, February 9, 2026

SUMMARY/HIGHLIGHT:

The Utility Department has a capital program that includes a list of projects to increase capacity of its wastewater, collection system and reclaim water system based on previously assumed “average” rates of growth. The original Wastewater Master Plan completed in 2015 addressed the wastewater plant, wastewater collection, and reclaim system. An updated Reclaim Master Plan section was performed in 2019 to address pressure issues, storage, and reinforcement loops to address the growth stress on the system. An updated Wastewater Master Plan addressing the wastewater plant and collection system was completed in 2022.

Proposed tasks include flow (wastewater) and demand (reclaim water) projections, hydraulic modeling, report preparations, and GIS-based capacity dashboards to help DeLand staff with planning efforts, workshops with staff on deliverables, and a final presentation to DeLand’s City Commission. In addition, it will take a look at past Capital Improvement Projects that now have been built and those that still remain funded or unfunded to confirm how growth and aging infrastructure will have an impact on the overall systems for the future. This effort will update the existing CIP for the planning periods covering the next 5-10-, and 20-year periods, and provide staff with a clear path to serving anticipated future needs.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

Facilities & Infrastructure

FISCAL IMPACT:

The proposed fee for the Wastewater / Reclaim Master Plan of \$186,542.00 was reviewed and negotiated by staff with the consultant to get the best funded proposal. Funds are available out of the Water & Sewer Fund's contingency account to pay for this project, as it was not a previously budgeted project. The reallocation from contingency funds will be included in a future budget amendment to be presented for approval to the City Commission.

RECOMMENDATION:

Staff recommends the City Commission approve a task authorization to Mead & Hunt to update the Utilities Wastewater/ Reclaim Plan.

BACKGROUND/DISCUSSION:

Tightening of regulatory issues with the Basin Management Action Plans in our service area has changed how we will operate in the future. We have now been placed in four of those areas and have nutrient reduction requirements and septic to sewer requirements. Also, PFAS issues are coming possibly for effluent disposal, reclaim, and biosolids.



January 30, 2026

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

Email: Ailesj@deland.org

Subject: City of DeLand Wastewater and Reclaimed Water Master Plan Updates

Dear Jim,

We are pleased to present this scope and fee estimate to the City of DeLand for an update to the wastewater and reclaimed water system master plans. The enclosed scope of services and fee estimate describes the proposed tasks to be completed, estimated fee per task, and estimated time to completion.

This update will evaluate future growth, potential impacts upon existing utility infrastructure, required improvements, schedules and cost estimates. Proposed tasks include flow (wastewater) and demand (reclaimed water) projections, hydraulic modeling, report preparations, and GIS-based capacity dashboards to help DeLand staff with planning efforts, workshops with staff on deliverables, and a final presentation to DeLand's City Commission. Upon completion and acceptance, we will assist staff with short-term, mid-term and long-term capital improvement planning to meet DeLand's wastewater and reclaimed water needs to address growth.

The estimated time to complete the evaluation and reporting phase is approximately 6 months followed by workshop presentations and CIP assistance. A total time frame of 9 months will be required for final completion and adoption of the proposed master plan update. We appreciate the opportunity to continue serving the City of DeLand and are available at your convenience to discuss any questions you may have.

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

Sincerely,
MEAD & HUNT, Inc.

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

Matt Guzinski P.E.
Project Engineer

BTB/MDG; mj; dp



**CITY OF DELAND
SCOPE OF SERVICES
FOR
DELAND WASTEWATER & RECLAIM SYSTEM MASTER PLANS**

DELAND – PROFESSIONAL ENGINEERING SERVICES

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

PROJECT UNDERSTANDING

The project involves updating the OWNER’S wastewater (WW) and reclaimed water (RCW) system master plans, previously updated in 2022 and 2015, respectively. These master plan updates (MPUs) will evaluate future growth, potential impacts upon existing infrastructure, required improvements, schedules, and cost estimates. This update will evaluate future growth, potential impacts upon existing WW and RCW infrastructure, recommended improvements, schedules and cost estimates. Proposed tasks include flow (wastewater) and demand (reclaimed water) projections, hydraulic modeling, report preparations, and geographical information system (GIS)-based capacity dashboards to help OWNER staff with planning efforts. Short-term, mid-term and long-term capital improvement planning will be addressed, represented by planning periods covering the next 5-, 10-, and 20-year periods in order to meet OWNER’S wastewater and reclaimed water needs.

SCOPE OF SERVICES

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

PHASE 1 – PROJECT MANAGEMENT

Project Kick-Off Meeting

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

Project Coordination

MEAD & HUNT’S Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated Nine (9) month project duration. The PM will manage the development of project work. The PM will provide project updates to the OWNER via work activity reports on monthly invoices and quarterly project status meetings. Quarterly project status meetings will be held virtually.

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary

PHASE 2 – DATA COLLECTION AND SITE RECONNAISSANCE

General

MEAD & HUNT will request and review available record drawings, operational records, current or prior computer models, spreadsheets, monthly operating reports, daily monitoring reports, developer plans, GIS data, customer billing data, and other data supporting the MPU efforts.

Site Reconnaissance

MEAD & HUNT will conduct one (1) site visit up to eight (8) hours each and four (4) MEAD & HUNT staff to verify existing conditions and collect photographic and other data needed for the MPUs. These will include facility site visits with a focus on problematic and/or large wastewater lift stations.

PHASE 3 – POPULATION, WASTEWATER, AND RECLAIMED PROJECTIONS

MEAD & HUNT will prepare master plan sections summarizing the population projections for the OWNER'S utility systems and the associated WW flows and RCW demands based on historical data and the OWNER'S target level of service.

Upon completion of QA/QC, the resulting MPU section will be submitted to the OWNER for review and comment. It is assumed the OWNER will conduct their review in a two-week period. At the end of the OWNER'S review period, MEAD & HUNT will schedule and attend a draft MPU section review meeting.

Deliverables – Population Projections and Level of Service

- Draft Population, Wastewater, and Reclaimed Water Projections MPU sections (electronic PDF format)
- Draft Population, Wastewater, and Reclaimed Water Projections Review Meeting Summary (electronic PDF format)
- Final Population, Wastewater, and Reclaimed Water Projections MPU sections (electronic PDF format)

PHASE 4 – HYDRAULIC MODELING

MEAD & HUNT will perform hydraulic modeling for the OWNER'S WW and RCW systems and generate associated CIP recommendations based on projected deficiencies for 5-, 10-, and 20-year planning periods. Bentley OpenFlows Water (aka WaterCAD or WaterGEMS) will be used for the WW and RCW systems as desired by OWNER. Note that this software does not handle gravity collection systems which limits the WW system explicit modeling analysis to lift stations and force mains. However, limited gravity sewer analysis will be performed with potential gravity sewer CIP recommendations made.

Task 1 – HYDRAULIC DESIGN CRITERIA

MEAD & HUNT will summarize the design criteria to be used during modeling efforts for deficiency identification for review and discussion with the OWNER as part of MPU sections. Criteria will be based on OWNER'S requirements, industry standards, engineering experience and judgement.

Upon completion of QA/QC, MPU sections for Task 1 will be submitted to the OWNER for review and comment. It is assumed the OWNER will conduct their review in a two-week period. At the end of the OWNER'S review period, MEAD & HUNT will schedule and attend a draft MPU section review meeting.

Task 2 – WASTEWATER SYSTEM

Based on the spatially-allocated population and WW loading projections from Phase 3, the design criteria from Phase 4 Task 1, OWNER supplied development information, and OWNER supplied GIS and other information, MEAD & HUNT will update the OWNER'S model, perform hydraulic modeling and recommend CIP projects based on projected deficiencies.

The scenarios for each planning period (5-, 10-, and 20-year) will include:

- Lift stations operating at half-on to reflect typical existing conditions per OWNER
- More detailed analysis highlighting lift stations noted by OWNER to have lengthy runtimes in the aftermath of storm events or other operational issues

Exclusions: Field testing will not be performed by MEAD & HUNT. Lift station drawdown testing performed by the OWNER will be incorporated into model calibration. Modeling will be limited to lift stations and force mains, i.e., no gravity sewers will be modeled. Model observations may allow for a limited amount of gravity sewer CIP recommendations.

Task 3 – RECLAIMED WATER SYSTEM

Based on the spatially-allocated population and demand projections from Phase 3, the design criteria from Phase 4 Task 1, OWNER supplied development information, and OWNER supplied GIS and other information, MEAD & HUNT will update the OWNER'S model, perform hydraulic modeling and recommend CIP projects based on projected deficiencies.

The scenario for each planning period (5-, 10-, and 20-year) will include:

- SS analysis under ADD
- SS analysis under MDD

Exclusions: Field testing and formal model calibration will not be performed by MEAD & HUNT. Upon completion of QA/QC, a MPU section covering Tasks 2-3 will be submitted to the OWNER for review and comment. It is assumed the OWNER will conduct their review in a two-week period. At the end of the OWNER'S review period, MEAD & HUNT will schedule and attend a draft MPU section review meeting.

Phase 4 Deliverables – Utility Systems Hydraulic Modeling

- Draft Hydraulic Design Criteria MPU sections (electronic PDF format)
- Hydraulic Design Criteria Review Meeting Summary (electronic PDF format)
- Final Hydraulic Design Criteria MPU sections (electronic PDF format)
- Draft Hydraulic Modeling MPU sections (electronic PDF format)
- Hydraulic Modeling Review Meeting Summary (electronic PDF format)
- Final Hydraulic Modeling MPU sections (electronic PDF format)

PHASE 5 – UTILITY SYSTEMS MASTER PLAN UPDATE REPORT

MEAD & HUNT will utilize the MPU sections completed in Phases 2-4 to compose the WW and RCW MPUs, including an Executive Summary.

Upon completion of QA/QC, the Draft MPUs will be submitted to the OWNER for review and comment. It is assumed the OWNER will conduct their review in a one-month period. At the end of the OWNER'S review period, MEAD & HUNT will schedule and attend a draft MPU review meeting.

Deliverables – Utility Master Plan Update Report

- Draft WW and RCW Master Plan Updates (electronic PDF format)
- WW and RCW MPUs Review Meeting Summary (electronic PDF format)
- Final WW and RCW Master Plan Update (electronic PDF format)
- Bentley OpenFlows Water (aka WaterCAD or WaterGEMS) Hydraulic Models for WW and RCW
- Supporting spreadsheets, shapefiles, and other digital data

PHASE 6 – CITY COMMISSION MEETING AND WORKSHOPS

MEAD & HUNT will assist in the creation of a digital presentation for OWNER'S City Commission workshop and participate in the presentation of the WW and RCW MPUs at a regularly scheduled City Commission meeting for adoption of the MPUs.

Deliverables – City Commission Meeting and Workshop

- City Commission Presentation (electronic PDF format)
- City Commission Presentation (electronic PPTX format)

PHASE 7 – GIS DASHBOARD

MEAD & HUNT will develop a GIS-based dashboard to support the OWNER'S planning and utilities staff. This dashboard will provide a clear, easy-to-use tool for monitoring development-related capacity commitments and tracking remaining available capacity within the City's established service area quadrants.

The dashboard will be built using readily available GIS datasets and attribute information supplied by the City. It will **not** require a direct or automated connection to the updated WW or RCW hydraulic models. Instead, it will rely on periodically updated summary data provided by City staff or through our planning team as part of ongoing master plan work.

It will be a single, consolidated dashboard displaying quadrant-by-quadrant wastewater and reclaimed water capacity status and include:

- Visual summaries of permitted capacity, committed capacity, and remaining available capacity
- A simple interface allowing staff to manually update values as new development approvals occur
- Map-based quadrant visualization to help staff quickly understand where available capacity is limited or sufficient
- Exportable tables or summaries to support planning reviews and coordination with management

MEAD & HUNT will provide one (1) virtual training session up to two (2) hours in length for OWNER'S staff.

Deliverables – GIS DASHBOARD

- GIS Dashboard (ArcGIS Online)
- GIS Dashboard Training for OWNER staff (Virtual)

RESPONSIBILITIES OF OWNER

This scope of services and compensation are based on the OWNER performing or providing the following:

- A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions
- Access to the project sites
- Available data, drawings, and information related to the project
- Review of draft MPU sections within two (2) weeks of receipt
- Protection of MEAD & HUNT-supplied digital information or data, if any, from contamination, misuse, or changes

ASSUMPTIONS AND LIMITATIONS

MEAD & HUNT prepared this Scope of Work based on discussions at the 11/18/2026 project scoping meeting with the following assumptions and limitations. If any of the below assumptions prove to be incorrect, MEAD & HUNT will consult with the OWNER and as necessary or appropriate, modify this Scope of Work via a Scope Change.

- **Data Availability:** The OWNER will provide access to all relevant data, including GIS shapefiles, site plans, asset inventories, historical operating data, and condition assessments, as needed for analysis and modeling
- **Site Access:** The OWNER will facilitate access to all required sites for reconnaissance, tours, and inspections
- **Timely Review:** The OWNER will review draft MPU sections within two (2) weeks of receipt to maintain the project schedule

- Staff Support: The OWNER will provide field staff for any required site-specific investigations, such as lift station drawdown testing or hydrant flow/pressure testing, if these are later deemed necessary
- Development Information: The OWNER will supply up-to-date information on planned developments, phasing, and buildout schedules for integration into demand projections and modeling

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including but not limited to:

- Model field testing for calibration
- Field investigations
- Funding assistance

SCHEDULE

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

Phase/Task	Duration to Complete (calendar days)	Commencing Upon
<i>Phase 1 – Project Management</i>	<i>270 days</i>	<i>Receipt of Notice to Proceed</i>
<i>Phase 2 – Data Collection and Site Reconnaissance</i>	<i>30 days</i>	<i>Receipt of Notice to Proceed</i>
<i>Phase 3 – Population, Wastewater, and Reclaimed Projections</i>	<i>60 days</i>	<i>Receipt of Data Collection</i>
<i>Phase 4 – Hydraulic Modeling</i>	<i>120 days</i>	<i>Receipt of Data Collection</i>
<i>Phase 5 – Utility Systems Master Plan Update Report</i>	<i>180 days</i>	<i>Receipt of Data Collection</i>
<i>Phase 6 – City Commission Meeting</i>	<i>30 days</i>	<i>Approval of Master Plan</i>
<i>Phase 7 – GIS Dashboards</i>	<i>60 days</i>	<i>Approval of Master Plan</i>

COMPENSATION

The not-to-exceed cost for this Scope of Services, is **\$186,542.00**.

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
<i>Phase 8 – Project Management</i>	<i>\$18,731.00</i>	<i>Lump Sum</i>
<i>Phase 2 – Data Collection and Site Reconnaissance</i>	<i>\$9,698.00</i>	<i>Lump Sum</i>
<i>Phase 3 – Population, Wastewater, and Reclaimed Projections</i>	<i>\$12,015.50</i>	<i>Lump Sum</i>
<i>Phase 4 – Hydraulic Modeling</i>	<i>\$63,898.00</i>	<i>Lump Sum</i>
<i>Phase 5 – Utility Systems Master Plan Update Report</i>	<i>\$52,682.50</i>	<i>Lump Sum</i>
<i>Phase 6 – City Commission Meeting</i>	<i>\$7,450.50</i>	<i>Lump Sum</i>

<i>Phase 9 – GIS Dashboards</i>	\$17,066.50	<i>Lump Sum</i>
<i>Subtotal</i>	\$181,542.00	
<i>Phase 8 – Subconsultant/Reimbursables</i>	\$5,000	
TOTAL	\$186,542.00	

Authorization

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

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

MEAD AND HUNT, INC.

Approved by: MEAD AND HUNT, INC.

By: 
 Author/Submitter

By: 
 Authorized Signer Review

Name: Matt Guzinski, P.E.

Name: Brad Blais, P.E.

Title: Project Engineer

Title: Vice President/Client Manager

Date: January 22, 2026

Date: January 22, 2026

Accepted by: CITY OF DELAND

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

Name: _____

Title: _____

Date: _____

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

Jim Ailes
January 30, 2026
Page 9

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

CITY OF DELAND
Request for Commission Action
February 16, 2026

SUBJECT: Consideration re Change Order No. 2 to the East Regional Force Main (Part A) Project.

DEPARTMENT: Utilities

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

ATTACHMENTS: Change Order 2 TBL

APPROVED BY: Michael Pleus, City Manager, February 9, 2026

SUMMARY/HIGHLIGHT:

In July 2024, the City awarded the East Regional Force Main (Phase A1) project to TB Landmark Construction, Inc. This project was originally bid with an additive alternate for Phase A-2, which we awarded to TB Landmark in April 2025. During construction of phase A-2, a suggestion was made to extend the new eastward Force Main (FM) across the intersection of Voorhis/Blue Lake, reducing it to a 12” FM and stub it out for the next phase B-1 of the project. The main objective of this was to not tear up the front yard of the property on the corner twice and be more construction-friendly.

TB Landmark was agreeable to the additional work. Staff also noted that the singular road crossing originally located at Wade and Voorhis Avenue made less sense than continuing the pipe installation on the south side of Voorhis Avenue due to field conflicts that were discovered. After discussion with the project Engineer, it was decided that it would be more advantageous to move the crossing from the intersection of Wade/Voorhis to the intersection of Blue Lake/Voorhis and reduce the size of the pipe from 24” to 16” heading north at the crossing. Both of these changes serve as a head start on the future phases B-1 and B-2 of the East Regional Force Main Project.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Infrastructure

FISCAL IMPACT:

Approval of Change Order No. 2 will result in an obligation of \$177,339.38. Funds are available in the project account in the Wastewater Trust Fund to cover this expense.

RECOMMENDATION:

Staff recommends that the City Commission approve Change Order No. 2 in the amount of \$177,339.38

BACKGROUND/DISCUSSION:

N/A

CHANGE ORDER NO. 2

Date: February 16, 2026
Project: East Regional Force Main (Part A2)
Contractor: TB Landmark Construction, Inc
11220 New Berlin Rd.
Jacksonville, FL, 32226
Description: Additional 12” HDD and associated materials; 16” Voorhis Crossing and associated materials.

ADJUSTED SCHEDULE OF CONTRACT COSTS

Original Contract Amount.....\$4,194,419.00
Change Order No. 1.....\$2,974,123.00
This Change Order No.2.....\$177,339.38
Adjusted Contract Cost\$7,345,881.38

Contract time for Final Completion of phase A2 shall be extended by **30** days.

CERTIFICATION:

I hereby certify that, in my considered professional opinion, the prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding.

James Ailes
Deputy Public Services/Utilities Director

Date

TB Landmark Construction, Inc

Martin Adams
General Manager

Date

CITY OF DELAND
Request for Commission Action
February 16, 2026

SUBJECT: Consideration re Change Order No. 1 Reconciliation to the FY 2024 Water Main Improvements Project.

DEPARTMENT: Utilities

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

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, February 9, 2026

SUMMARY/HIGHLIGHT:

In April 2024, the City awarded the Fiscal Year (FY) 2024 Water Main Improvements project to General Underground, LLC. This project was substantially completed in April 2025, with minimal restoration work still needed. On June 2, 2025, staff utilized the existing contract to award, via change order, two additional projects that had become urgent.

Relocation improvements for State and County Project conflicts were the issues. Following evaluation of these areas, staff proceeded with preliminary design in order to obtain pricing. General Underground provided quotes on the two areas of concern: FDOT Bridge Project at St. John's Marina and Beresford Avenue extension adjustments at Summit Avenue. Both of these were not budgeted projects as they were presented to the City after the budget had passed.

Both of these improvements are now completed and staff has received the final pay application to close out the project. Upon entering it for payment, staff discovered that the purchase order was short. The funds needed to process the final payment of \$15,502.00. After some research, it was discovered that an internal error occurred after the award of Change Order No. 1 which caused the Change Order to be for a different amount than what the Commission originally approved. This was no fault of the Contractor, they in fact came in under budget and under time across the board.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Infrastructure

FISCAL IMPACT:

Approval of Change Order No. 1 reconciliation will result in an obligation of an additional \$15,502.00 to correct the error. There are funds available in the Water Trust Fund to cover the difference of \$15,502.00

RECOMMENDATION:

Staff recommends that the City Commission approve Change Order No. 1 reconciliation in the amount of \$15,502.00

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
February 16, 2026

SUBJECT: Second Reading of Ordinance No. 2026-05 Amending Chapter 7 - Building and Housing Codes of the Code of Ordinances.

DEPARTMENT: Community Development

PREPARED BY: Deborah Glick, Development Services Manager

ATTACHMENTS: ORD-2026-05

APPROVED BY: Michael Pleus, City Manager, February 9, 2026

SUMMARY/HIGHLIGHT:

Chapter 7 Building and Housing Codes of the City's Codes and Ordinances was recently updated and upon review of the ordinance, an error was found in Sec. 7-2, specifically 105.3.2 Time limitation of application. A correction to the ordinance to change the expiration from 180 days to 30 days is required as part of our process to become IAS accredited.

The City Commission approved this item on First Reading on January 21, 2026.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There is no fiscal impact on the city through the adoption of the proposed ordinance.

RECOMMENDATION:

It is recommended that the City Commission approve the proposed ordinance on second reading.

BACKGROUND/DISCUSSION:

Chapter 7 Building and Housing Codes of the City's Codes and Ordinances was recently updated and upon review of the ordinance, an error was found. A correction to the ordinance is required as part of our process to become IAS accredited.

ORDINANCE NO. 2026 – 05

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING CHAPTER 7 “BUILDING AND HOUSING CODES” OF THE CODE OF ORDINANCES OF THE CITY OF DELAND BY AMENDING SECTION 7-2 “LOCAL SUPPLEMENT TO THE FLORIDA BUILDING CODE”, SUBSECTION 105.3.2 “TIME LIMITATION OF APPLICATION” AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Chapter 7 Building and Housing Codes of the City’s Code of Ordinances was recently updated and upon staff’s review of this chapter it has been determined that the revisions set forth in this ordinance will be beneficial and necessary in order to become IAS accredited.

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

Section 1. Chapter 7 “Building and Housing Codes.” of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 7-2 “Local supplement to the Florida Building Code, administration.”, subsection 105.3.2 “Time limitation of application.” by deleting the strike-through language and by inserting the new underlined to be read in full as follows:

Chapter 7 - BUILDING AND HOUSING CODES

Sec. 7-2 Local supplement to the Florida Building Code, administration.

105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned, becoming null and void ~~180~~ 30 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one ~~or more~~ extensions of time for additional periods-not exceeding ~~90~~ 30 days each. The extension shall be requested in writing prior to the abandonment date and justifiable cause demonstrated.

Section 2. Conflicts. All Ordinances or parts of Ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed.

Section 3. Severability. If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

Section 4. Codification; Directions to Code Codifier; Correction of Scrivener's Errors.

(a). The provisions of Sections 1 of this Ordinance shall become and be made a part of the Code of Ordinances of the City of DeLand and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 2 through 4 shall not be codified.

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

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

Section 5. Effective Date. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 16th day of February, 2026.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Dale Arrington
Interim City Clerk - Auditor

Passed on first reading: January 21, 2026
Adopted on second reading: February 16, 2026

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

CITY OF DELAND
Request for Commission Action
February 16, 2026

SUBJECT: Discussion Re: Short Term Rentals

DEPARTMENT: Planning

PREPARED BY: Rick Werbiskis, Community Dev. Director

ATTACHMENTS: Short Term Rentals - Presentation 2-16-26

APPROVED BY: Michael Pleus, City Manager, February 11, 2026

SUMMARY/HIGHLIGHT:

Short Term Rentals are currently not an allowed use within DeLand. Staff is seeking City Commission direction regarding the future allowance of Short Term Rentals.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principles

SUSTAINABILITY:

NA

FISCAL IMPACT:

There is no fiscal impact by this discussion.

RECOMMENDATION:

It is recommended that the City Commission provide direction to staff regarding the future allowance of Short Term Rentals within the city.

BACKGROUND/DISCUSSION:

Short Term Rentals are currently not an allowed use within DeLand. Staff is seeking City Commission direction regarding the future allowance of Short Term Rentals.

Short Term Rentals - Discussion

February 16, 2026
Staff: Carol Kuhn, AICP



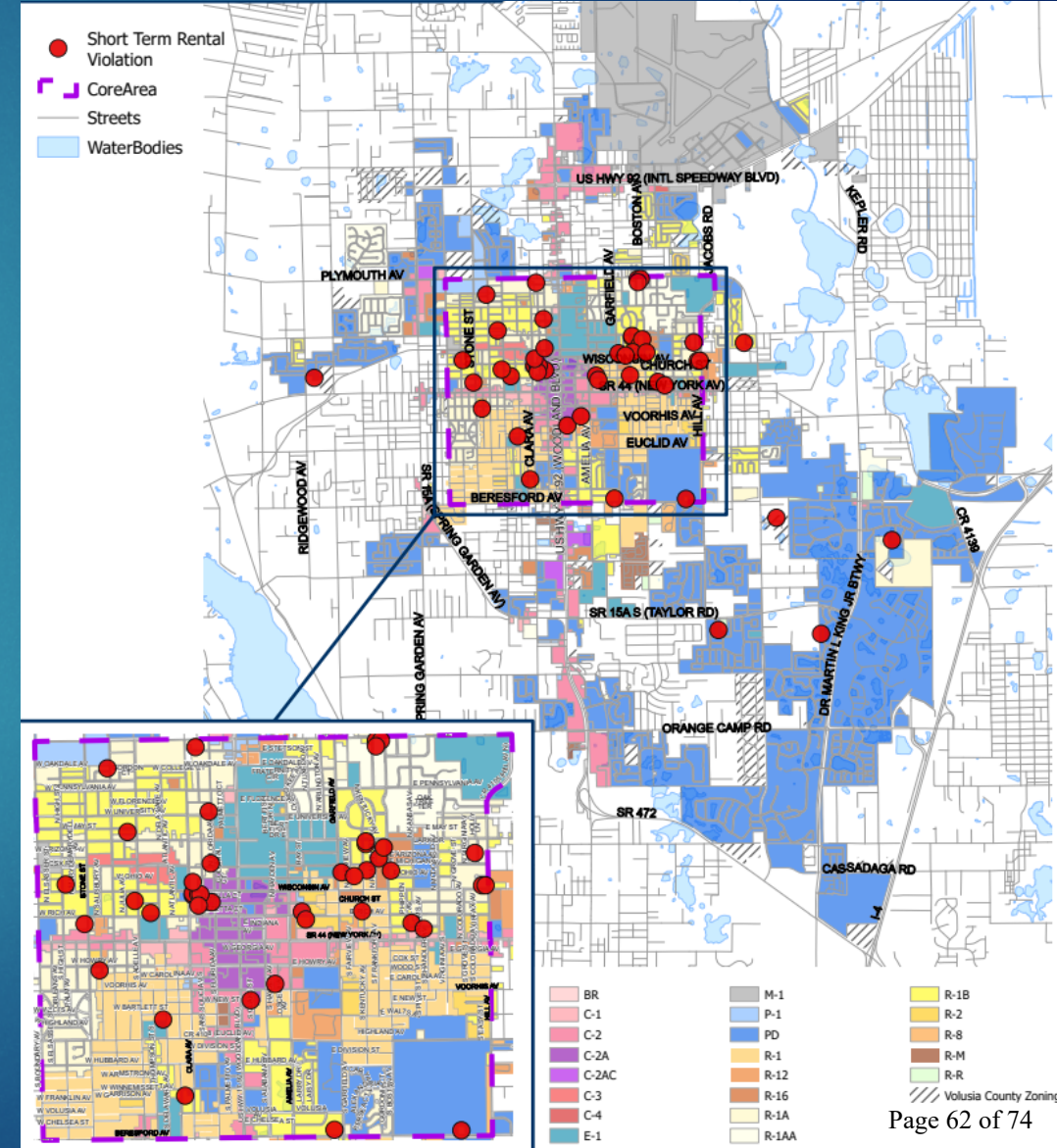
(STR's)

- CURRENTLY PROHIBITED IN DELAND
- PROHIBITION HAS BEEN IN PLACE PRIOR TO 2011
- USES NOT SPECIFICALLY LISTED AS “PERMITTED” IN THE ZONING LIST OF ALLOWED USES ARE CONSIDERED PROHIBITED



Notice of Violations

- CODE ENFORCEMENT ACTION INITIATED AFTER AN INITIAL COMPLAINT
- 48 PRELIMINARY NOTICES OF VIOLATION SENT
- STR'S LOCATED THROUGHOUT THE CITY
- STR'S LOCATED IN A VARIETY OF ZONING DISTRICTS



Notice of Violations

- STR'S ARE LOCATED IN A VARIETY OF ZONING DISTRICTS

Zoning District	# of Violations
VC:RPUD	1
R-2	1
R-1B	14
R-1AA	3
R-1A	16
R-1	5
PD	4
P-1	1
C-2A	1
C-2	2
TOTAL	48



Communities

Volusia County	Edgewater
Ormond Beach	Holly Hill
Port Orange	South Daytona
Debary	Pierson
Orange City	Daytona Beach Shores

**Most
Surrounding
Jurisdictions
Prohibit Short
Term Rentals**



Communities

New Smyrna Beach (specific areas)	Lake Helen
Deltona	Daytona Beach (specific areas)
Ponce Inlet (certain condo buildings)	Oak Hill (commercial districts)

**Some
Surrounding
Jurisdictions
Permit Short
Term Rentals**



Options

- **CONTINUE TO PROHIBIT CITY-WIDE**
- **ALLOW IN SPECIFIC ZONING DISTRICTS – WITH REGULATIONS & STANDARDS**
- **MAY NOT BE ABLE TO PERMIT VIA AN OVERLAY**
 - **Seek Attorney General opinion for clarification**
- **ALLOW CITY-WIDE – WITH REGULATIONS & STANDARDS**



Things We Can't Regulate

- TOTAL NUMBER OF UNITS
- DURATION OR FREQUENCY
- SEPARATION BETWEEN UNITS



Some Things We Can Regulate

- **PARKING**
- **LIFE SAFETY STANDARDS**
- **REQUIREMENT FOR GOOD NEIGHBOR POLICY**
- **REQUIREMENT FOR 24 CONTACT PHONE NUMBER**
- **REQUIRE COMPLETION OF A STR CLASS**
- **LOCAL REGISTRATION & ANNUAL INSPECTION**
- **LOCATION OF GARBAGE & COLLECTION SCHEDULE**
- **NUISANCE NOISE LIMITATIONS**
- **AND MORE...**



Questions Comments Direction



CITY OF DELAND
Request for Commission Action
February 16, 2026

SUBJECT: Consideration re Scott Price Appeal.

DEPARTMENT: Admin Services

PREPARED BY: KIEU MOSES, Risk Manager

ATTACHMENTS: FINAL VERSIONS MAC MCBRIDE 2025-JULY BLUE FLAG

APPROVED BY: Michael Pleus, City Manager, February 11, 2026

SUMMARY/HIGHLIGHT:

At the Commission meeting in October 2025, Mr. Scott Price, owner of 102 ½ W. Rich Ave. came to appeal the Mural Art Board’s decision regarding the reimagined mural for retired Police Commander Mac McBride. The mural application was originally submitted by city staff to the Historic Preservation Board and Mural Art Committee for review and approval in late summer of 2025. Both boards approved the reimagined mural. Some members of the HPB recommended that the “Thin Blue Line” flag be replaced with the American flag. The Mural Art Board did not approve the reimagined mural. The board members suggested that the “Thin Blue Line” flag be replaced with the American flag. The members did not individually have any issue with the artwork, but commented that there can be a perception that the flag contained a political overtone and preferred to keep politics out of the mural art program.

Mr. Price opposes this change and is requesting the Commission approve the design as submitted.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Creating a sense of community.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the City Commission uphold the decision of the Mural Art Board on September 23, 2025 and authorize staff to move forward with locating the revised mural concept on another location.

BACKGROUND/DISCUSSION:

City staff has been working with Mr. Scott Price to bring the Mac McBride mural into compliance since October 2024. At the first meeting, it was agreed that a committee would be formed and a call to artists would be sent out. Mr. Price helped select the committee members and all the elements he wanted to keep in the new mural-this included Mac in uniform, a representation of the thin blue line, the bench and some details of downtown DeLand. Staff then sent out the call after the committee members reviewed it for accuracy.

The call was open until the end of January due to the holidays. After which time, the members all met in person and selected an artist from the submissions. They unanimously picked Paulo Jimenez, a local juried artist for his ability and resume, but wanted him to revise his submission. The committee then discussed the changes they wanted to see done. Paulo was open to the changes and made multiple revisions per the members requests.

The majority of the committee members agreed they preferred the original draft of Mac in front of a background of downtown. In March, the committee members met in person and a majority of them agreed to move forward with the design. Mr. Price did not agree and was not open to coming up with a compromise. Ms. Moses suggested the option of moving the mural to another location in downtown if a compromise could not be met. Mr. Price then chose to walk out of the meeting. After he left, it was decided by the committee that looking at an alternate location was the best option. Given staff has not been able to get Mr. Price to agree on a mural that the committee will approve, staff has no choice but to take code enforcement action again Mr. Price to take down the mural he put up outside of the mural review process.

Mr. Price then contacted city staff and agreed to having the reimagined mural placed on his building, replacing the existing painting, as long as the "Thin Blue Line" flag was included. The applications were then submitted to first the Historic Preservation Board (HPB) and then the Mural Art Board. Some members of the HPB recommended that the "Thin Blue Line" flag be replaced with the American flag. The Mural Art Board did not approve the reimagined mural with the "Thin Blue Line" flag. The board members agreed that any modification of the American flag is political in nature and the American flag would be more appropriate to include as a tribute to Commander Mac McBride. At least one member of the Committee stated that nobody should have a problem with an American Flag.

The issue at present is that Mr. Price does not want to replace the "Thin Blue Line" flag with the American flag. It is staff's recommendation that the reimagined Commander McBride mural concept that was discussed at the Mural Art Committee be painted at another appropriate location in DeLand.

Draft #2



CITY OF DELAND
Request for Commission Action
February 16, 2026

SUBJECT: Report with Recommendations for Ordinance Revision and Proposed New Ordinance for Bicycles or Other Wheeled Devices on Streets and Sidewalks.

DEPARTMENT: Police

PREPARED BY: Jason Umberger, Police Chief

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, February 9, 2026

SUMMARY/HIGHLIGHT:

During Operation E-Race, the DeLand Police Department addressed (11) e-dirt bike incidents resulting in a combination of warnings and criminal citations. Under current Florida State Statutes, we are able to enforce violations involving e-dirt bikes using existing laws. The current enforceable statute is "Driving without a license and operating an unregistered motor vehicle."

Suggested Ordinance Revisions

Section 28-10 – Operation of bicycles or other wheeled devices on streets and sidewalks; penalties

- As currently written, violations within the downtown area result in a physical arrest. We recommend revising this ordinance to impose a \$250 fine for a first offense, and a subsequent offense *may* result in arrest. This revision would provide officers with greater discretion.
- We also recommend adding “micro-mobility devices” to the ordinance language to allow for more comprehensive enforcement.

Proposed New Ordinance: E-Bikes and Micro-Mobility Devices

- Require helmet use for operators of Level 1, 2, or 3 e-bikes under the age of 18. This would expand upon the current state requirement, which applies only to riders under 16.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Maintaining a Safe Community

SUSTAINABILITY:

Safety and Security

FISCAL IMPACT:

None

RECOMMENDATION:

Staff recommends consideration of the suggested ordinance revisions.

BACKGROUND/DISCUSSION:

N/A