CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
APRIL 6, 2026 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Pastor Don Jagers, Life Point Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. City of DeLand Super Star Students of the Month.
2. Presentation of Employee Years of Service Award for Jeffrey Von Bretzel.
3. Proclamation -- Water Conservation Month
4. Proclamation - Sexual Assault Awareness Month

CONSENT AGENDA

1. Mid-Year Event Waiver Request for Foundation to Freedom.

   The Foundation to Freedom is requesting a $750.00 midyear event waiver.

2. Consideration Re: Approval to award Dex Imaging for printer maintenance and support.

   Staff recommends the City Commission approve the awarding of the RFP response to Dex Imaging. Payments will be made interest-free over a 60-month term.

3. Consideration of Resolution authorizing the use of Zoll as a sole source to purchase seven Zoll Autopulses (Grant funded).

   The Fire Department recommends the City Commission adopt a resolution authorizing the use of Zoll as a sole source for the purchase of seven Autopulse devices with the Opioid Abatement Grant the department received.

4. Consideration for Approval of a Use Agreement For Volusia County Emergency Medical Services Equipment Between the City of DeLand and County of Volusia.

   The staff recommends Commission approval of the Use Agreement for VCEMS Equipment between the City of DeLand and County of Volusia.

5. Approval of construction contract between City of DeLand and Magic Overhead Door Co. for Bay Door Replacement at Fire Station #82.

The staff recommends the contract approval with Magic Overhead Door Co. for the replacement of the bay doors at Fire Station #82.

6. Resolution authorizing the use of Entertainment Arts, Inc. as the sole source for installation and set up of new audio system at Spec Martin Stadium.

   Approval of a resolution authorizing the use of Entertainment Arts, Inc. as the sole source for installation and set up of new audio system at Spec Martin Stadium.

7. Consideration of Renewal of FDOT Maintenance Agreement — Contract No. AT416.

   It is recommended that the City Commission approve the attached resolution and authorize the staff to execute an agreement with FDOT to perform right-of-way maintenance on (US92) International Speedway Blvd to include the 10 feet wide path that that runs parallel with US92 along with the new areas on (SR44) New York Ave.

8. Approval of Minutes from the regular meeting of the City Commission held on December 1, 2025, December 15, 2005 and January 5, 2026; the special meeting of the City Commission held on Monday, March 9, 2026; and the regular meeting of the City Commission held March 16, 2026.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

BOARD APPOINTMENT

1. Consideration re Appointments to DeLand Housing Authority.

OLD BUSINESS

NEW BUSINESS

1. Continuation of First Reading of Ordinance Changing the Zoning for ±1.90 Acres of Property, Located at 600 North Woodland Boulevard, from E-1 (Educational) to DeLand Atrium PD (Planned Development).

   This is a request to continue the first reading from April 6, 2026, to April 20, 2026.

2. Continuation of First Reading of Ordinance Abandoning ± 0.89 Acres of Right-of-Way of Bennett Drive, along lots 25-31 of the DeLand Business and Industrial Park plat.

   This is a request to continue the first reading from April 6, 2026, to May 4, 2026.

3. First Reading of Ordinance Changing the Zoning for GlassHouse Square PD, on Approximately 0.868 Acre of Property, Located at 130 West New York Avenue from C-2A to Planned Development.

   The applicant, GlassHouse Square, LLC has submitted an application to rezone the property located at 130 West New York Avenue from C-2A, Downtown Commercial to GlassHouse Square PD.

4. Resolution Calling for General Election and Run-off Election (if Necessary).

Staff recommends that the Commission adopt a Resolution calling for a General Election to be held on August18, 2026, and for a Run-off Election to be held on November 3, 2026 (if necessary).

5. Approval of Concession Management Proposal for Spec Martin Stadium and Melching Field.

   Staff recommends that the City Commission award the management of the concession services at Spec Martin Stadium and Melching Field to the Parks and Recreation Department with the start date for Spec Martin Stadium to be 8/2026 and the start date for Melching Field to be 1/2027.

CITY COMMISSION REPORTS

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

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY COMMISSION

ADJOURNMENT

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

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

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

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

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

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

Clerk.

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

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

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

CITY MANAGER'S OFFICE
MEMORANDUM

TO: Dale Arrington, Interim Deputy City Clerk

FROM: Teri Byrnes, Executive Assistant to the City Manager

DATE: April 1, 2026

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

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For the April 6, 2026 agenda, the City of DeLand Super Star Student of the Month recognizes:

Blue Lake Elementary: Olivea Santana

Chisholm Community Center After School Program: Lyrical Harris

Citrus Grove Elementary: Trevor Dekoeyer

DeLand High School: Jacqueline Lefils

DeLand Middle School: Felicitee Tapscott

DeLand PAL: Tray'moni Roberts

DeLand Police Cadet: No submission

DeLand Preparatory Academy: Charles Gaster

Discovery Academy: No submission

Freedom Elementary: Bryson Letter

George Marks Elementary: Clara Craft

Southwestern Middle School: Annalisa Austin

St. Barnabas: No submission

St. Peter's Catholic School: No submission

Starke Elementary: Kayleigh Hosack

Stetson Baptist: No submission

TOP Academy: No submission

Woodward Avenue: Zoey Linzan

CITY OF DELAND
Request for Commission Action
April 6, 2026

SUBJECT: Presentation of Employee Years of Service Award for Jeffrey Von Bretzel.

DEPARTMENT: Human Resources

PREPARED BY: Jeremy Wiggins, HR Director

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, April 1, 2026

SUMMARY/HIGHLIGHT:

The City of DeLand is proud to recognize employees who have reached significant career milestones and their dedicated service to the City of DeLand and its citizens. It is because of their commitment to serving our community that DeLand continues to be a great place to live and work. For these employees, their years of service are an accomplishment the City is proud to celebrate, and to extend its gratitude for their exceptional dedication.

10 Years of Service

Jeffrey von Bretzel, Firefighter

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended the City Commission present the service award.

BACKGROUND/DISCUSSION:

N/A

The CITY OF DELAND

Volusia County, Florida

Proclamation

Whereas, *water is a basic and essential need of every living creature; and*

Whereas, *The State of Florida, Water Management Districts and DeLand are working together to increase awareness about the importance of water conservation; and*

Whereas, *DeLand and The State of Florida has designated April, typically a dry month when water demands are most acute,* ***Florida's Water Conservation Month*** *to educate citizens about how they can help save Florida's precious water resources; and*

Whereas, *DeLand has always encouraged and supported water conservation, through various educational programs and special events; and*

Whereas, *every business, industry, school and citizen can make a difference when it comes to conserving water; and*

Whereas, *every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community.*

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

Water Conservation Month

in the City of DeLand and urge all citizens and businesses of DeLand to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

Done and proclaimed *this 6th day of April 2026.*

_____

Christopher M. Cloudman, Mayor

Attest:

_____

Dale Arrington, Interim City Clerk

The CITY OF DELAND

Volusia County, Florida

Proclamation

Whereas, *Sexual Assault Awareness Month calls attention to the fact that rape, sexual assault, and sexual harassment impact every person in this community; and*

Whereas, *statistics show that 1 in 5 women and 1 in 33 men will be raped at some point in their lives and that one in four boys and one in three girls will experience a sexual assault before age 18; and*

Whereas, *during 2025, Family Life Center, as the certified Rape Crisis Center in Volusia County, provided 132 sexual assault related community education events, 1,562 hours of peer crisis counseling, answered 934 crisis helpline calls and provided 102 accompaniments to forensic exams; all providing support for survivors of sexual assault living in Volusia County and their families; and*

Whereas, *the "Start By Believing" public awareness campaign (a program of End Violence Against Women International) is designed to improve the responses of friends, family members, and community professionals, so they can help sexual assault victims access supportive resources and engage the criminal justice system; and*

Whereas, the *City of DeLand joins advocates and communities across the county because we are strongest when we raise our voices together to change the culture to prevent sexual violence. Prevention requires addressing the root causes and social norms that allow sexual violence to exist and every day is an opportunity to create change for the future; and*

Whereas, *the Victim's Service Coalition of the Seventh Judicial Circuit along with Family Life Center is hereby dedicated to strengthening victims and survivors in the aftermath of crime, building resilience in our communities and our victim responders, and working for a better future for all victims and survivors.*

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

Sexual Assault Awareness Month

in the City of DeLand and urge all citizens to support the "Start By Believing public awareness campaign.

Done and proclaimed *this 6th day of April 2026.*

_____

Christopher M. Cloudman, Mayor

Attest:

_____

Dale Arrington, Interim City Clerk

CITY OF DELAND
Request for Commission Action
April 6, 2026

SUBJECT: Mid-Year Event Waiver Request for Foundation to Freedom.

DEPARTMENT: Admin Services

PREPARED BY: KIEU MOSES, Risk Manager

ATTACHMENTS: Copy of City of DeLand Midyear Waiver Request Application 2015, FASHION FORWARD

APPROVED BY: Michael Pleus, City Manager, April 1, 2026

SUMMARY/HIGHLIGHT:

The Foundation to Freedom (501c3) will be hosting a Fashion Forward Fundraiser for Domestic Abuse Victims event on May 3, 2026, at the Wayne G. Sanborn Center. The organizers are requesting a midyear event waiver to help minimize the rental costs in order to maximize the funds raised. The mid-year waiver requested is $750.

The Foundation to Freedom organization provides support to residents in DeLand and Central Florida struggling with addiction.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Supporting a sense of community

SUSTAINABILITY:

N/A

FISCAL IMPACT:

$750.00. There is funding remaining in the account to cover this request.

RECOMMENDATION:

It is recommended that the City Commission approve the midyear waiver request for the Fashion Forward Fundraiser.

BACKGROUND/DISCUSSION:

In 2015, the City Commission approved a policy for one-time sponsorships and midyear event waivers to allow the city to provide financial support for events and organizations that provide and promote positive interactions within the city.

City of DeLand Midyear Waiver Request Application

Revised December 2015

Please print or type application. All sections must be completed for the application to be accepted. Any questions should be directed to the Administrative Services Department at the City of DeLand, at (386) 626-7000. Please return in person, fax: 386-626-7140 or email: greboszm@deland.org.

Date of Submission of Application: March 11, 2026

Applicant: Foundation to Freedom **501c3**

Contact: Kristy Edwards, Events Manager, Barb Girtman

Address: 339 East New York Avenue

City/State/Zip: Deland, Fl 32724

Contact: Bus/Home Phone_____Cell Phone

Email _Kedwards@foundationtofreedom.org_____ Fax Number

Name of Event to be Sponsored: _Fashion Forward Fundraiser for Domestic Abuse Victim

Date(s) Requested: 4/15/2026

Location of Event: Sanborn Center

Description of Event: _Fashion Show featuring local celebrity guests; Commissioner Jessica Davis, Rep Trmonts wife Staci, CEO of Advent Hospital and other notables_____

What service(s) is/are requested: Sponsorship

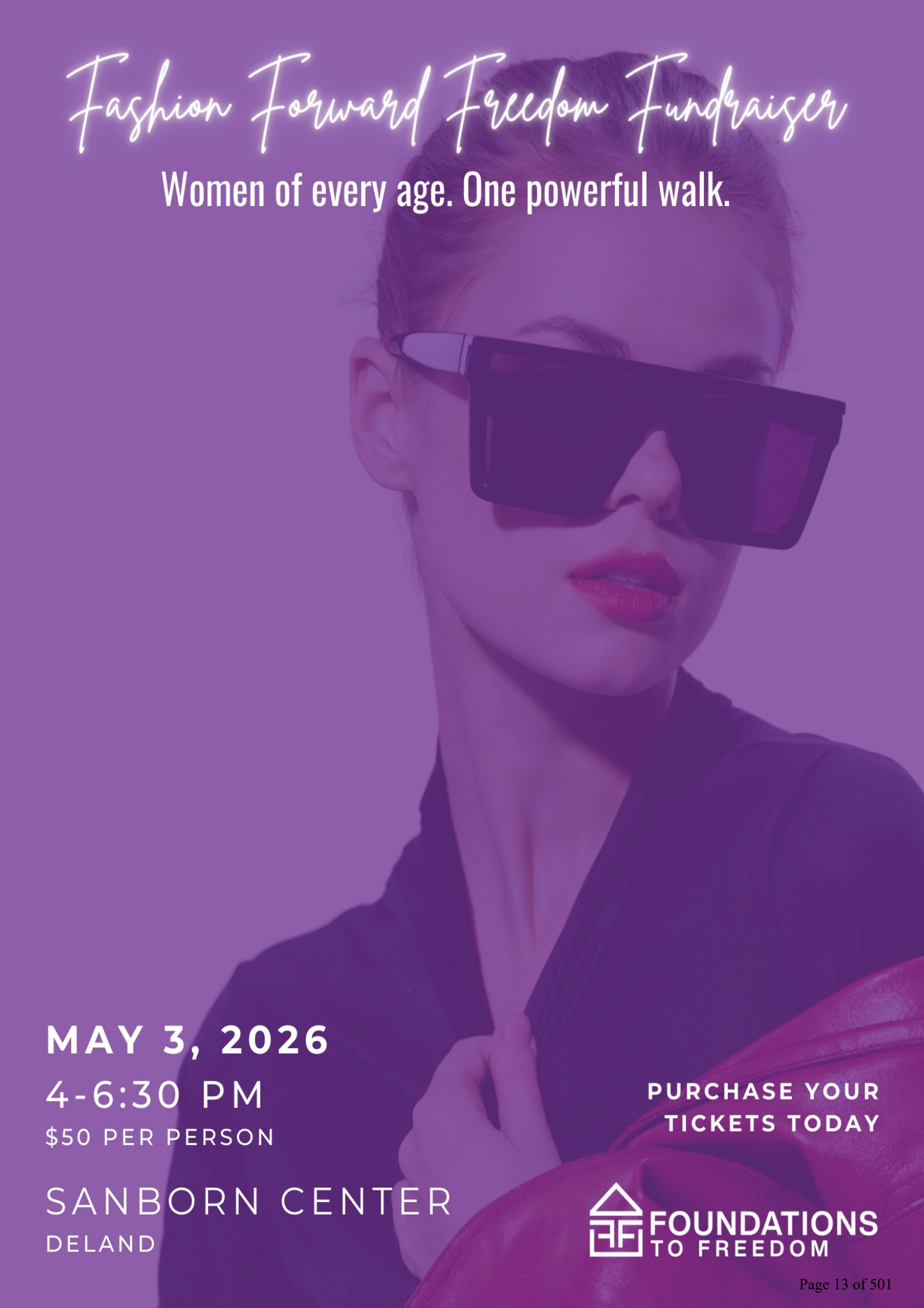
_____

_____

_ -- *Please note a max of $750 can be requested--*

Has the City Commission declared or established a sponsorship role by the City: YES NO

?Has this event been waived or sponsored by the City in the past: NO


Fashion Forward Freedom Fundraiser
Women of every age. One powerful walk.
MAY 3, 2026
4-6:30 PM
$50 PER PERSON
SANBORN CENTER
DELAND
PURCHASE YOUR TICKETS TODAY
FOUNDATIONS TO FREEDOM

CITY OF DELAND
Request for Commission Action
April 6, 2026

SUBJECT: Consideration Re: Approval to award Dex Imaging for printer maintenance and support.

DEPARTMENT: Information Technology

PREPARED BY: Leslie Kirkpatrick, IT Admin

ATTACHMENTS: RFP2603Contract(DigitallySigned), RFP2603EvaluationSheets, RFP2603SelectionCommitteeConsolidatedScoresheet

APPROVED BY: Michael Pleus, City Manager, April 1, 2026

SUMMARY/HIGHLIGHT:

In 2021, City commission approved entering a five year agreement with Dex Imaging for printers, lease and maintenance; which has since expired. The city has issued a competitive RFP whereas Dex Imaging is recommended to be awarded. Included in the proposal is a replacement of 7 printers that have reached their end of life and cannot be maintained to the standards of the maintenance agreement. The projected monthly maintenance cost is expected to drop to $1,600.00 from $1,700.00. The lease has come to term and the printers are owned by the city, dropping our total lease cost from $3,300.00 per month to a cost of $1,130.56 cost to own for the replacement printers.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The maintenance costs for one year will be approximately $19,225.00 with a lease to own costs of $13,570.00. The projected five-year cost is $163,975.00.

RECOMMENDATION:

Staff recommends the City Commission approve the awarding of the RFP response to Dex Imaging. Payments will be made interest-free over a 60-month term.

BACKGROUND/DISCUSSION:

In 2021, City commission approved entering a five year agreement with Dex Imaging for printers, lease and maintenance; which has since expired. The projected monthly maintenance cost is currently approximately $1,600.00. The lease has come to term and the printers are owned by the city.

AGREEMENT FOR CONSULTING SERVICES FOR CITY OF DELAND

THIS AGREEMENT, made this sixth day of April, 2026, is by and between the City of DeLand, a Florida municipality ("City"), whose address is 120 South Florida Avenue, DeLand, Florida 32720, and Dex Imaging LLC a company authorized to do business in the State of Florida ("Contractor"), whose address and phone number are Dex Imaging LLC & 5109 W Lemon St, Tampa, FL 33609, Phone: 321-288-1262, Email: cfrisenda@deximaging.com (collectively, " Parties").

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made a part of this Agreement:

(1) Solicitation Number, including any and all addenda, prepared by the City of DeLand (" Exhibit A").

(2) The Contractor's proposal dated January 20, 2026 ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

A. First, this Agreement April 6, 2026, and any attachments.
B. Second, Solicitation Number, Exhibit A
C. Third, The contractor's proposal, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all work identified in this Agreement. The Parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the Work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on April 6, 2026, and shall end on April 5, 2031. The City reserves the right to extend the contract for one additional three-year term, providing all terms conditions and specifications remain the same, both Parties agree to the extension, and such extension is approved by the City. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and for materials as specified in the Contract Documents at the cost specified in Exhibit A. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy is due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract

Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

(1) Indemnification for Professional Liability Claims: For liability arising out of the Consultant's services, the Consultant shall indemnify but shall have no duty to defend the City and the City's officers and employees against liability for damages for which they may be liable to the extent such damages are actually caused by the negligent professional acts, errors or omissions of Consultant, or any of its employees or subconsultants' negligent professional acts or omissions, under this Agreement.

(2) Indemnification for all Other Claims: The Consultant shall hold harmless, defend and indemnify the City, and the City's officers and employees, against claims, damages, demands, actions and suits (including reasonable post-tender attorney's fees and costs) brought against any of them arising directly or indirectly out of any act or omission (other than professional negligence as set forth in subsection (1) above) by the Consultant, or the Consultant's employees, agents or subconsultants. Selection of counsel to defend the City being subject to the City's approval, which shall not be unreasonably withheld.

For all indemnification claims made under this Agreement, both for professional liability claims and all other claims, the following provisions apply: To the extent that the services which are the subject of this Agreement are in connection with a construction project for the City, this indemnification is limited to the negligent acts of the Consultant or of any officer, employee, agent, invitee, sub-consultant, sub-contractor or sublicensee of the Consultant. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due to Consultant from City under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, which shall not be unreasonably withheld, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective sixty (60) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the Work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least sixty (60) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best

rating of "A-" VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with

WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements:

a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
e. The Certificate of Insurance shall indicate whether coverage is provided under a claims- made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
City of DeLand
120 South Florida Avenue
DeLand, FL 32720

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an

Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that it is qualified to perform the Work, that Contractor and its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Volusia County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

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

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Non-Waiver

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party, which shall not be unreasonably withheld. In addition, Contractor shall not subcontract any portion of the Work required by this Agreement. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement

is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for allof Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this Section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this Section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of $1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of $1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of $1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2022), as may be amended or revised.

To the maximum extent permitted by applicable law, Contractor shall not be liable for any incidental or consequential damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of: goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data); or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventh Judicial Circuit in and for Volusia County, Florida, or in the event of federal jurisdiction, in the Middle District of Florida, Orlando Division. THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the

Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

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

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

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.

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

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

CC. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2022), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2022), as may be amended or revised, shall terminate the Agreement with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes (2022), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes (2022), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2022), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

DD. Security Breach

The Contractor agrees to provide electronic and physical security to personal information, as defined in Section 501.171, Florida Statutes (2022), as may be amended or revised, ("Section 501.171"), that Contractor obtains in connection with this Agreement, in accordance with the standard set forth in Section 501.171. As provided in Section 501.171,

the Contractor shall take reasonable measures to protect and secure data in electronic form containing personal information. The Contractor shall notify the City of any breach of security of a system maintained by the Contractor as expeditiously as practicable, but no later than 10 days following the determination of the breach of security or reason to believe the breach occurred. Such notification from the Contractor shall include all information that the City needs to comply with the notice requirements set forth in Section 501.171. The Contractor, as the City's third-party agent, as defined in Section 501.171, shall comply with and perform all of the requirements set forth in Subsections 501.171(3) and (4), Florida Statutes (2022), as may be amended or revised, in the event the Contractor experiences a breach of security involving unauthorized access of data in electronic form containing personal information obtained in connection with this Agreement. In addition to complying with Subsections 501.171 (3) and (4), Florida Statutes (2022), as may be amended or revised, the Contractor shall provide or cause to be provided credit monitoring, identity theft protection, and a call center for affected persons, and shall perform other functions and services as required by law. Contractor shall ensure that the City is in compliance with all laws, rules, and regulations governing any breach or potential breach of security of a system maintained by the Contractor.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

IN WITNESS WHEREOF, the City and the Consultant execute this Contract as follows:

[CONSULTANT]

By: _____
Printed Name: CARY FRISENDA
Title: REGIONAL DIRECTOR

Date Executed: 3/5/2026

CITY OF DELAND

By: _____
Christopher M. Cloudman, Mayor

Date Executed: _____

ATTEST:

By: _____
Dale Arrington, City Clerk

Exhibit A

SUBMIT TO: CITY OF DELAND FINANCE DEPT., 2ND FLOOR PURCHASING COORDINATOR 120 SOUTH FLORIDA AVENUE DELAND, FLORIDA 32720	**REQUEST FOR PROPOSAL**	
CONTACT: **Corey McMillen** **mcmillenc@deland.org** **purchasing@deland.org**		
PHONE: **386-626-7078**	**RFP-26-03**	*SUBMITTALS RECEIVED AFTER SPECIFIED DATE AND TIME WILL NOT BE CONSIDERED*
RFP TITLE: Multi-function Printer Devices (Citywide)		**SUBMITTAL DEADLINE:** **January 6, 2026 @ 2:00 P.M.**
PRE-PROPOSAL CONFERENCE DATE, TIME AND LOCATION: N/A		**PROPOSAL BOND REQUIRED: N/A**
RESPONDENT NAME:		**FEDERAL ID # OR SOCIAL SECURITY #:**
MAILING ADDRESS:		**TELEPHONE #:**
CITY – STATE – ZIP:		**FAX #:**
X		**EMAIL:**
AUTHORIZED SIGNATURE		Title
Printed Name		Date

By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the City of DeLand all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or services(s) purchased or acquired by the City of DeLand. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the vendor.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE

GENERAL CONDITIONS AND INSTRUCTIONS

******PLEASE READ CAREFULLY******

1. **SUBMISSION OF OFFERS:** All offers shall be submitted in a sealed envelope or package. The invitation numbers, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the receptionist located on the 2nd floor of City Hall prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received after the specified date and time will not be considered.

   Responses shall be submitted on forms provided by the City. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of sixty (60) days unless otherwise specified.

2. **EXECUTION OF OFFER:** Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein. All spaces requesting information from the offeror shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the offeror to any entry must be initialed.

3. **OPENING:** Pursuant to Section 119.071(1)(b) Florida Statues no further information regarding proposals submitted will be made public until such time of intended award or thirty (30) days, whichever is earlier.

4. **PUBLIC RECORD:** The City of DeLand, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes.

5. **TABULATION:** This section intentionally left blank but the paragraph and heading has been preserved to maintain numbering.

6. **CLARIFICATION/CORRECTION OF ENTRY:** The City of DeLand reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.

7. **INTERPRETATION/ADDENDA:** Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may affect the eventual outcome of the invitation/offer shall be furnished in writing to prospective offerors.

   No interpretation shall be considered binding unless provided in writing by the City of DeLand in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with offeror's response. Failure to acknowledge addenda may result in the offer not being considered.

8. **INCURRED EXPENSES:** This invitation does not commit the City to make an award nor shall the City be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a reply, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.

9. **PRICING:** This section intentionally left blank but the paragraph and heading has been preserved to maintain numbering.

10. **ADDITIONAL TERMS & CONDITIONS:** The City of DeLand reserves the right to reject offers containing terms or conditions contradictory to those requested in the invitation specifications.

11. **TAXES:** The City of DeLand is exempt from Federal Excise Taxes and all sales taxes. Florida State Exemption Certificate No. 85-8013842706C-2.

12. **DISCOUNTS:** All discounts, except those for prompt payment, shall be considered in determining the lowest net cost for evaluation purposes.

13. **MEETS SPECIFICATIONS:** The offeror represents that all offers to this invitation shall meet or exceed the minimum requirements specified.

14. **SAMPLES:** When required, samples of products shall be furnished with response to the City at no charge. Samples may be tested and will not be returned to the offeror. The result of any and all testing shall be made available upon written request.

15. S**ILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

16. **GOVERNING LAWS:** Any agreement to purchase resulting from this invitation shall be governed by the laws, regulations, and ordinances of the State of Florida and the City of DeLand, Florida. Venue shall be non-jury in the Circuit Court of Volusia County, Florida.

17. **ASSIGNMENT:** Any agreement to purchase issued pursuant to this invitation and award thereof and the monies which may become due hereunder are not assignable except with the prior written approval of the City.

18. **CONTENT OF INVITATION/RESPONSE:** The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the 'GENERAL CONDITIONS AND INSTRUCTIONS".

19. **LIABILITY:** The supplier/provider shall hold and save the City of DeLand, its officers, agents, and employees harmless against claims by third parties resulting from breach of contract or negligence by the supplier/provider.

20. **PATENTS, COPYRIGHT, AND ROYALTIES:** The supplier/provider, without exception, shall indemnify and save harmless the City of DeLand, its officers, agents and employees, from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the City of DeLand. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

21. **TRAINING:** Unless otherwise specified, suppliers/providers may be required at the convenience of and at no expense to the City to provide training to City personnel in the operation and maintenance of any item purchased as a result of this invitation.

22. **ACCEPTANCE:** Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.

23. **SAFETY WARRANTY:** Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use hereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

24. **WARRANTY:** The offeror agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the offeror gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City of DeLand by any other provision of the invitation/offer.

25. **AWARD:** As the best interest of the City may require, the City reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof, on a geographical basis and/or on a Citywide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s), made as a result of this invitation, shall conform to applicable ordinances of the City of DeLand, Florida.

26. **VIOLATIONS:** Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the offeror/bidder being disqualified from doing business with the City for a period of time to be determined on a case-by-case basis.

27. **UNIT PRICING:** For purposes of this Invitation and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matters; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

28. I**NSURANCE:** Vendor/Contractor shall defend, indemnify and hold harmless the City of DeLand 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 arising out of the agreement or any act or omission of Vendor/Contractor or its agents, servants, employees, independent contractors, customers, patrons or invitees, unless such claims are as a result of the City's sole negligence.

    The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract, a comprehensive public liability insurance policy issued by a responsible insurance company, and in a form acceptable to the City, protecting and insuring against all of the following: claims, demands, damages, fees, fines, penalties, suits, proceedings, actions, and costs of actions, etc. coverage limits of not less than $1,000,000 for bodily injury to or death to one or more person(s), and $1,000,000 for damage to any property, or a combined single limit of $2,000,000 for any occurrence of bodily injury to persons or damage to property, which insurance shall be issued on the occurrence basis. This policy shall name the City of DeLand as additionally insured.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract an automobile liability coverage policy with a minimum of a $1,000,000 combined single limit per occurrence.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract, Worker's Compensation and Employer's Liability Insurance covering all the persons employed by the Vendor/Contractor in connection with this contract. Worker's Compensation shall be the Statutory Limits.

The Vendor/Contractor shall not commence work under this contract until he has obtained all insurance required and submitted proof thereof to the City's Risk Manager for approval. Certificates shall provide for thirty (30) day cancellation notice to the City. Referenced Certificate to be mailed to Risk Manager, City of DeLand, 120 South Florida Avenue, DeLand, Florida, 32720-5481.

The Vendor/Contractor shall either cover any sub-contractors on its policy or require the sub-contractors to conform to all requirement for insurance contained herein.

Vendor/Contractor agrees that the City of DeLand will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the City's Risk Manager.

If the contract negotiated as a result of this RFP has different insurance requirements, the insurance requirements in such contract shall control.

29. **DEFINITIONS:**

CITY – The term "City" herein refers to the City of DeLand, Florida, and its duly authorized representatives.

OFFEROR - The term "offeror" used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the City in response to this invitation.

BIDDER – The term "bidder" used herein refers to any dealer, manufacturer, representative, distributor, or business organization that will be or has been awarded a contract and/or purchase order pursuant to the terms and conditions of the invitation and accepted offer.

30. **PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

31. **PERMITS**: Contractor shall be responsible for payment of all applicable permit fees.

32. **PAYMENT:** Payment will be made in accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes).

33. **BONDING:** See Section 13 of Draft Contract (Exhibit A)

34. **AVAILABILITY OF FUNDS:** A contract shall be deemed executory only to the extent of appropriations available to each department for the purchase of such articles. The City's extended obligation on these contracts, which envision extended funding through successive fiscal periods, shall be contingent upon actual appropriations for the following fiscal year.

35. **OTHER AGENCIES:** All Respondents awarded Contracts from this solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Contract under the same prices, terms, and conditions. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality, or agency, nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further it is understood that each agency will issue its own purchase order to the awarded Respondent(s).

36. **E-VERIFY:** In accordance with Florida State Law, Executive Order 11-116, any vendor or company that the City enters into contract with, or issues a purchase order, must utilize the E-Verify system.

37. **INCONSISTENT TERMS IN RESULTING CONTRACT:** In the event that the terms of any contract ultimately negotiated as a result of this RFP vary from any provision of this RFP, the terms of such contract shall control over the terms set forth in this RFP.

38. **CONE OF SILENCE:** All proposers/firms and their agents are hereby placed on notice that they are not to contact members of the Deland City Commissions or staff regarding this RFP, with the exception of the designated liaison. Public meetings of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by this Request for Proposals and written correspondence in regards to this Request for Proposals is to be submitted to the designated liaison.

THE CITY OF DELAND RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

Daytona Beach News Journal
Legal Section Ad dated 12/04/24

CITY OF DELAND
NOTICE TO BIDDERS
RFP-26-03

NOTICE IS HEREBY GIVEN that the City of DeLand will receive sealed proposals at the City Hall 2nd floor receptionist, 120 South Florida Avenue, DeLand, Florida, until 2:00 p.m. on January 6, 2026 and will open the submitted bids in the Commission Chambers, first floor, immediately following the submittal closing time for the following:

"Multi-function Printer Devices (Citywide)"

Proposals must comply and be submitted in accordance with the project technical specifications which may be obtained at the office of the City Hall, 120 S. Florida Avenue, DeLand, Florida, any time prior to the bid opening. Questions shall be directed to the office of the Purchasing Manager, Corey McMillen at 386-626-7078 or by email at mcmillenc@deland.org or Purchasing@deland.org.

Michael Pleus
City Manager

MULTI-FUNCTION PRINTER DEVICES (CITYWIDE)
RFP-26-03
SPECIAL CONDITIONS

1. **INTRODUCTION/PURPOSE:**

The purpose of this Request for Proposals (RFP) is to select a qualified Contractor to provide multi-function printer devices, maintenance services, and copy paper to the City of DeLand ("the City").

2. **CONTRACT PERIOD:**

The Contract will be for a period of five (5) years commencing on March 1, 2026 and ending on February 28, 2031 (or five (5) years from award of contract), with the option to extend one additional three-year term upon mutual agreement of both parties.

Proposal prices shall remain firm for the first sixty (60) months of this contract. The awarded Contractor may have an opportunity to request an annual price adjustment for the renewal period. The request for price adjustment must be submitted in writing no later than ninety (90) calendar days prior to the contract expiration date. The request for price adjustment must include written justification (raw material price increase, labor, etc.) for the increase and a copy must be sent to the Purchasing Manager. Any approved request for price adjustment will not take effect until the renewal of the contract date and any such granted price adjustment will be in effect for the thirty-six (36) month period following the contract renewal start date. Written request for price adjustments shall not exceed the rate of inflation determined by the Consumer Price Index (CPI). Any price adjustment shall be approved by the Purchasing Manager or designee prior to the new price becoming effective.

3. **BACKGROUND:**

The City serves an area of 18.5 square miles with a population of approximately 41,264. Currently have a fleet of 44 printing devices (machine type, functions, and usage located in Attachment A). The Information Technology Department Director/designee will be the point-of-contact for the City.

4. **CURRENT SERVICES:**

The current Contractor is Dex Imaging, LLC.

5. **PROPOSAL SUBMITTAL:**

Proposals must be submitted no later than 2:00 P.M. local time on January 6, 2026. If submitting paper proposals, five (5) copies, with the original marked "Original" must be provided, and must be accompanied by an equivalent electronic PDF file on a universal serial bus drive (USB). Sealed proposals must be clearly marked as follows:

"RFP-26-03, Multi-function Printer Devices (Citywide)" and returned to:

> Purchasing Manager
> DeLand City Hall, 2nd Floor
> 120 S. Florida Ave.
> DeLand, FL 32720

All proposals received on or before the due date and time will be opened after 2:00 P.M. local time on January 15, 2026, at which time, the names of the firms submitting proposals will be read. No details of the proposals or the contents shall be disclosed until notice of intent to award or thirty (30) days after opening of the proposals, whichever occurs first, in accordance with Chapter 119.071 (1)(b)2, Florida Statutes.

***Note:** Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your proposal only to the Purchasing Manager on the second *(2nd) floor* at the above address. **Firms submitting proposals are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Coordinator. Delivery via the USPS is at the Contractor's risk.** To be considered**, a proposal must be accepted by the Purchasing Coordinator no later than the RFP closing date and time**. If the proposal is delivered anywhere else, it may not reach the Purchasing Manager in time.

Electronic submission is now available on VendorLink at www.myvendorlink.com.

6. **PRE-PROPOSAL MEETING DATE AND TIME:**

N/A

7. **INFORMATION OR CLARIFICATION:**

For information concerning procedures for responding to this proposal, contact Corey McMillen, Purchasing Manager at (386)-626-7078, or by email at mcmillenc@deland.org or purchasing@deland.org. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through the Purchasing Coordinator. No interpretation of the meaning of a proposal, any correction of any apparent ambiguity, inconsistency or error therein, will be made by any firm submitting a proposal orally. Every request for an interpretation of this RFP must be in writing addressed to the Purchasing Manager at 120 S. Florida Ave., 2nd Floor, DeLand, FL 32720, or emailed to the attention of Corey McMillen at mcmillenc@deland.org or purchasing@deland.org. To be given consideration, such requests must be received in writing no later than five (5) business days prior to the date for opening of the proposals. All such interpretations and supplemental instructions will be in the form of written Addenda to the Proposal. Only the interpretation or correction so given by the Purchasing Manager in writing shall be binding.

Any addenda will be transmitted by written addendum through the Purchasing Manager and posted to the DemandStar website http://www.demandstar.com and on VendorLink at www.myvendorlink.com. The City will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a proposal to verify receipt of all documents to include written addenda.

Proposals will be reviewed, scored and ranked by a Selection Committee using the evaluation criteria as outlined herein, and the committee may conduct interviews from short-listed firms. The Selection Committee will make recommendations to the DeLand City Commission, which has the sole authority to rank the firms and ultimately to make the final determination to award, revise, or reject a contract with the selected firm.

The City will not be bound by oral explanations or instructions given at any time during the competitive process or afterward.

Rights to Submitting Material: All responses, inquiries or correspondence relating to or in reference to this RFP, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the Contractors will become the property of the City of Deland.

Contract Negotiation: The City at its sole discretion, reserves the right to enter into contract negotiations with the highest ranked, responsive, responsible firm. If the City and said firm cannot negotiate a contract, the City may terminate said negotiations and begin negotiations with the next highest ranked, responsive, responsible firm. This process will continue until a Contract acceptable to the City has been executed or all Proposals are rejected. No firm submitting a proposal shall have any rights against the City arising from such negotiations or termination thereof.

Attachments

Attachment A – Inventory, Usage, & Price Sheet
Attachment B – Draft Services Contract

MULTI-FUNCTION PRINTER DEVICES (CITYWIDE)
RFP-26-03
SCOPE OF SERVICES AND SPECIFICATIONS

1. SUPPORTED PRINTERS

The selected Vendor shall provide maintenance and support for any printers, copiers, or multifunction devices that are owned or acquired outright by the City of DeLand ("City") through purchase or other means (collectively, "Customer-Owned Equipment"). These supported devices may vary by manufacturer, model, and age, and may be located at any City facility. The City's approximate annual print volume is as follows:

- **Black and White:** 720,000 pages per year
- **Color:** 280,000 pages per year

These volumes are provided for estimation and pricing purposes only; actual usage may vary by department and operational demand. As part of its proposal, the Vendor shall submit a comprehensive listing of all printer, copier, and multifunction device models supported under its maintenance program. This listing shall identify:

- Manufacturer and model name/number;
- The proposed solution should include secure print utilizing currently deployed proximity/Employee ID badges or employee ID logon for document security as well as internal departmental billing;
- Current production status (active, limited support, or end-of-life):
    - Active – parts are available and will meet SLA timelines
    - Limited Support – Parts may be conditionally available or limited in supply, will meet SLA timelines
    - End-of-life – vendor must provide documentation of unavailability or discontinued parts, conditionally meets SLA timelines
- Availability of parts and consumables;
- Expected support term or end-of-support date, if applicable;
- Optional Accessories: The Vendor shall identify any optional or compatible accessories that can be supported or integrated under this agreement, including but not limited to badge/card readers, secure release modules, finishers, fax boards, or paper trays. Pricing and support coverage for such accessories shall be provided as part of the proposal, priced in accordance with the Section 3 – **Pricing Structure**; and
- Proposed pricing for each supported model, also priced in accordance with the Section 3 – **Pricing Structure**

The Vendor shall maintain and update this list throughout the contract term and promptly notify the City in writing of any models or accessories added to or removed from support. No additional or updated equipment can be installed or used without prior consent of the City. Updated pricing shall be submitted for review and approval whenever new models or accessories are added or when existing models transition to limited or end-of-life support status. The City may request that specific supported models or accessories be covered under maintenance agreements as needed.

2. MAINTENANCE AGREEMENT ELIGIBILITY & AUTOMATED TONER REPLENISHMENT

The selected Vendor must enter into a maintenance agreement covering any Customer-Owned Equipment. Such agreement shall include all parts, labor, preventive maintenance (if applicable), and service calls necessary to maintain the equipment in proper working condition and to minimize downtime. The Vendor shall implement automatic toner monitoring and delivery for all covered devices, subject to City IT approval, of any monitoring agent or software. At a minimum:

- **Remote Monitoring:** Vendor shall continuously monitor consumable levels (e.g., toner/drums/maintenance kits) and device status using a secure, read-only data collection method compatible with the City's network and security policies.
- **Replenishment Trigger:** Toner shipments shall be automatically initiated when a device reaches a defined threshold (e.g., ≤ 20% remaining toner) or another level mutually agreed upon by the City and the Vendor.
- **Service Level Agreement (SLA):** The Vendor shall clearly state its standard delivery SLA for toner replenishment in its proposal. Unless otherwise approved, the default SLA shall be delivery within two (2) business days of replenishment trigger. For emergency requests (e.g., critical devices or unanticipated depletion), the Vendor shall provide next-business-day shipping or an equivalent expedited method.
- **No Auto-Ship Waste:** Vendor shall avoid duplicate or unnecessary shipments; any erroneous or excess shipments shall be returned or credited at Vendor expense.
- **Inclusions:** Toner and consumables provided under this program are included in the pricing model selected in Section 3 – Pricing Structure (paper excluded).
- **Security & Compliance:** Any agents or monitoring services used must meet City security standards, transmit only device telemetry (no user/job data), and be removable at the City's request. Documentation shall be provided upon request.

3. PRICING STRUCTURE

Maintenance agreements for Customer-Owned Equipment may be priced using a **flat-rate fee, a cost-per-click rate, or a combination of both**, as mutually agreed upon in writing. The pricing model shall clearly define:

- **Flat-Rate Fee:** A fixed recurring charge (monthly, quarterly, or annual) covering all parts, labor, consumables (excluding paper), preventive maintenance, and service calls;
- **Cost-Per-Click Rate:** A per-page or per-impression rate inclusive of all parts, labor, consumables (excluding paper), preventive maintenance, and service calls; or
- **Combination Model:** A blended structure consisting of a fixed base charge for a defined minimum print volume, with an additional cost-per-click rate applied to any pages printed beyond that threshold.

The Vendor shall specify which pricing model applies to each covered Device and provide a transparent cost breakdown that allows the City to compare pricing consistently across all equipment. The billing should be easy to read and should include site/department specific details. Accountability data by type should be available, i.e.: black & white/color, user, site, machine.

4. SERVICE STANDARDS

- All service response times, preventive maintenance intervals, and reporting obligations under the primary contract shall equally apply to any Customer-Owned Equipment enrolled under a maintenance agreement (all service requests must be answered within two-business days of receipt of request).
- The Contractor shall design, print, and permanently secure a sign or sticker directly on each digital copier/printer installed under this contract listing the following items as applicable: machine identification number/network name, model number, serial number, toll-free phone number, and website for placing service calls.
- The City may, at no additional cost or penalty, require the Contractor to relocate equipment between the City's various facilities. IT personnel shall be authorized to move equipment within the same facility at no charge without voiding any warranties or service contracts
- The Contractor will also verify if live network ports and appropriate power outlets are available at the proposed locations pre-designated by the City. If there is not one, the Contractor will consult IT at least 2 weeks in advance of delivery. Depending on the specific scenario, City staff would coordinate network runs and/or electrical upgrades
- The Vendor shall maintain sufficient spare parts and trained personnel to provide timely repairs and minimize equipment downtime.
- The Vendor shall not decline coverage of Customer-Owned Equipment or accessories without providing written justification demonstrating the equipment's lack of supportability or the unavailability of replacement parts.

5. EQUIPMENT REPLACEMENT OPTION

If the Vendor determines that a Customer-Owned Device is not reasonably maintainable due to end-of-life status, repeated failure, or unavailability of replacement parts, the Vendor shall submit a written replacement proposal identifying a comparable supported model, associated costs, and justification for replacement. The City may, at its sole discretion, elect to:

- (a) Replace the Device under the existing contract;
- (b) Continue maintenance service for the existing Device on an as-available basis;
- (c) Remove the Device from service without replacement.

6. MINUMUM EQUIPMENT PERFORMANCE REQUIREMENTS

- 35-40 PPM Speed (at a minimum, excluding laser printers)
- Print Resolution (150 dpi minimum)
- Color scanning, minimum 600 dpi (copiers only)
- Scan to email (copiers only)
- Scan to network (copiers only)
- Scan to Microsoft OneDrive folder based on user credentials (copiers only)
- Electronic faxing (copiers only)
- Duplex printing and scanning
- Full featured drivers for current Windows, Mac OS's, and mobile devices (Android, iOS)
- Capable of using many medium types including card stock
- Easy to select from many types of medium, auto-detection preferred
- Multiple paper sizes up to 11x17
- High capacity 8.5x11 tray (at least 2000 sheet)
- Ability to adjust copy ratio

- Swipe authentication (copiers only)
- Authenticate using the employee ID number (copiers only)
- Managed by PaperCut system (copiers only)

A “lemon clause” that allows for replacement of devices that fail often or require an excessive amount of maintenance should be included in the contract. Each individual unit installed under this contract shall attain at least a 98% monthly uptime performance (fully operational, not just “on”). At the City’s discretion, any individual unit not meeting the 98% uptime requirement for three consecutive months shall be replaced with a unit of the same (or equivalent substituted) model.

PROPOSAL FORMAT

Interested Contractors who would like to be considered for this project should submit a Proposal accompanied by pertinent information relating to the company's experience, qualifications, personnel, availability, and capability to provide and perform all of the professional services necessary to complete this project in an effective and timely manner. The Contractor's Proposal shall include:

Tab 1. Letter of Introduction and Executive Summary
The letter shall contain a summary of Contractor's ability to perform the services described in the RFP, and confirm that the Proposer is willing to perform these services and enter into a Contract with the City. This letter must provide the names, title, phone, fax and email address for the person authorized to provide technical clarification regarding the proposal. This letter must be signed by an officer authorized to contractually obligate the submitting Contractor.

Tab 2. Table of Contents
The table of contents should outline in sequential order the major areas of the proposal.

Tab 3: Qualifications and Experience
Contractor should clearly and succinctly demonstrate its qualifications and experience to provide the services requested in this RFP. This section of the proposal should be no more than twenty (20) numbered pages and, at a minimum, should include the following information.

- Firm background and experience: Contractor should provide a brief description of the firm's background and history, including the number of years in business, size, range of activities, strength, stability, awards, and other recognition. Contractor should describe its past and ongoing experience providing services of a similar nature to those requested herein. The service descriptions should include the dates such services were provided, the number and types of customers. The contact person listed for each reference shall be someone who has a personal knowledge of the Contractor's performance for the types of services required in this RFP. Current e-mail address/contact information must be provided.
- Staff experience

Tab 4: Project Approach
Contractor should clearly and succinctly describe how it will perform the services requested in this RFP. The City is looking for proposals that maintain a high level of customer service. This section of the proposal should be no more than twenty (20) numbered pages and, at a minimum, should include the following information.

- Implementation Plan
  - designed to give the city's designated points of contact at least 2 weeks' notice of the intended delivery
- Organizational Chart

Tab 5: Customer Service
Provide a detailed overview of customer service abilities and expectations (not to exceed 10 pages):

- Sample maintenance reports
- Summary of customer/performance reports available

- Service request system (online/toll free number)

Tab 6: Price Sheet

Proposer must submit the Price Sheet (Attachment A) in accordance with Section 3 (Pricing Structure) of the Scope of Services.

Tab 7. Required Proposal Forms (not included in page count):

- Signed Request for Proposals
- Acknowledgment of Terms, Conditions, and Addenda
- Price Sheet
- Reference Form
- W-9 Form
- Human Trafficking Affidavit
- Contractor Affidavit Regarding Scrutinized Company List
- Public-Entity Crimes Form
- Conflict of Interest Affidavit
- Non-Collusion Affidavit
- Drug-Free Workplace Form

MULTI-FUNCTION PRINTER DEVICES (CITYWIDE)
RFP-26-03
ACKNOWLEDGMENT OF TERMS, CONDITIONS, AND ADDENDA

PROMPT PAYMENT DISCOUNT

The City of Deland shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered please state discount and terms:

_____

ADDENDUM ACKNOWLEDGMENT:

Add. No._____ Dated_____ / Add. No._____ Dated_____

Add. No._____ Dated_____ / Add. No._____ Dated_____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for Proposal # RFP-26-03/Multi-function Printer Devices (Citywide).

VENDOR NAME_____

ADDRESS_____

AUTHORIZED

SIGNATURE_____

PRINTED

SIGNATURE_____DATE_____

TELEPHONE#_____FAX #_____

EMAIL:_____

MULTI-FUNCTION PRINTER DEVICES (CITYWIDE)
RFP-26-03
EVALUATION AND SELECTION PROCESS

Evaluation of proposals will be conducted by a Selection Committee comprised of qualified City staff. The committee will evaluate, score and rank all responsive proposals based upon the information and references contained in the proposals submitted. Once each member of the Selection Committee has rated each proposal and completed a rating sheet, a composite is developed which indicates the Committee's collective ranking of proposals in a descending order. Based on the response to this RFP, the Selection Committee will select and/or recommend to the City Commission a firm(s) qualified to provide to the City the services required under this RFP.

The following criteria will be used for evaluating Proposals for City of DeLand and will be based on certain objective and subjective considerations as listed below:

Price ……	up to 30 points
Project Approach……..	up to 30 points
Customer Service …….	up to 20 points
Qualifications and experience ……	up to 20 points
Maximum points …….	100 points

Award of this contract will be based on the evaluation criteria stated above.

CITY OF DeLAND COMMISSION
INDEMNIFICATION AND INSURANCE REQUIREMENTS
MULTI-FUNCTION PRINTER DEVICES (CITYWIDE)
RFP-26-03

INDEMNIFICATION

The City shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the City is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the City and pay the cost of the City's legal defenses, including fees of attorneys as may be selected by the City, for all claims described in the hold harmless clause herein. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Contractor under this Contract for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The Contractor providing services under this Contract will be required to procure and maintain, at their own expense and without cost to the City, until final acceptance by the City of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a $1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a $1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of $1,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by City of Deland Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The Contractor shall have five (5) days to provide certificates of insurance to the City demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the General Liability Insurance and Auto Liability Insurance policies have been endorsed to cover the City of Deland City Commissioners as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

CITY OF _____

BEFORE ME, the undersigned authority, personally appeared _____, who, being by me first duly sworn, made the following statement:

1. The Business address of _____(name of bidder or Contractor) is _____.

2. My relationship to _____(name of bidder or Contractor) is_____(relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a

company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. _____ (name of the bidder or Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. _____ (name of the bidder or Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. _____ (name of the bidder or Contractor) is not engaged in business operations in Cuba or Syria.

_____
Signature

Sworn to and subscribed before me in the state and City first mentioned above on the _____ day of _____, 20____.

(AFFIX SEAL or STAMP)

_____
Notary Public

My commission expires:

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

State of _____)
City of _____)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2026, by

_____ , who is personally known to me to be the

_____ for the Firm, OR who produced the following

identification: _____

Notary Public

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT

State of _____)

City of_____)

_____ being first duly sworn, deposes and says that:

(1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Contractor that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Contractor, firm, or person to fix the price or prices in the attached Proposal or of any other Contractor, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Contractor, or to secure trough any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By:_____
Signature of Individual

_____
Printed Name of Individual

_____
Title of Individual

Signed, sealed and delivered in the presence of:

_____ Witness

_____ Witness

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp,
or Type as Commissioned)

PUBLIC ENTITY CRIME FORM

Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged:_____ Date: _____

CITY OF DeLAND
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "[w]henever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).

(4) In the statement specified in subsection one (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with The City of DeLand's General Conditions, Drug-Free Workplace.

Business Name	Bid Number and Name
Authorized Representative's Signature	Date
Name	Position

REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client:_____
Date of Services:_____
Description of Services:_____
Street Address:_____
City, State, ZIP Code:_____
Telephone #:_____ Fax #:_____
Contact Person: _____ Email:_____

Ref #2. Customer/Client:_____
Date of Services:_____
Description of Services:_____
Street Address:_____
City, State, ZIP Code:_____
Telephone #:_____ Fax #:_____
Contact Person: _____ Email:_____

Ref #3. Customer/Client:_____
Date of Services:_____
Description of Services:_____
Street Address:_____
City, State, ZIP Code:_____
Telephone #:_____ Fax #:_____
Contact Person: _____ Email:_____

Ref #4. Customer/Client:_____
Date of Services:_____
Description of Services:_____
Street Address:_____
City, State, ZIP Code:_____
Telephone #:_____ Fax #:_____
Contact Person: _____ Email:_____

Ref #5. Customer/Client:_____
Date of Services:_____
Description of Services:_____
Street Address:_____
City, State, ZIP Code:_____
Telephone #:_____ Fax #:_____
Contact Person: _____ Email:_____

CONTRACTOR NAME_____

ADDRESS_____

PRINTED SIGNATURE_____

AUTHORIZED SIGNATURE_____

TELEPHONE #_____FAX#_____DATE_____

EMAIL:_____

HUMAN TRAFFICKING AFFIDAVIT

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein and execute this affidavit in order to comply with the requirements of Section 787.06(13), Florida Statutes.

2. I currently serve in the capacity listed below on behalf of the company listed below.

3. The company listed below does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made in accordance with Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

Date executed _____.

COMPANY

_____

NAME OF BUSINESS ENTITY

_____

SIGNATURE

_____

NAME AND TITLE

Exhibit B

Letter of Introduction and Executive Summary

January 20, 2026

City of DeLand
City Wide

DeLand, Florida

Re: Request for Proposals – RFP No. 26-3

Dear Evaluation Committee:

DEX Imaging, LLC is pleased to submit this proposal in response to the City of DeLand's Request for Proposals **RFP 26-3**.

Our firm has successfully provided these services to the City of DeLand for **over five (5) years**, consistently meeting contractual requirements and performance expectations. During this time, our **service quality, responsiveness, and reliability have been recognized and praised by City staff**, reflecting our commitment to professional excellence and effective service delivery. During tough economic times DEX offered the City an agreement that allowed the City of Deland to own their copiers after the five year term, saving the City a tremendous amount of money and we have maintained them, and will going forward, if chosen.

We possess the experienced personnel, technical expertise, financial stability, and organizational capacity necessary to continue performing the services outlined in RFP 26-3. Our long-standing service to the City has provided us with a strong understanding of City standards, procedures, and operational needs, allowing for efficient, seamless, and dependable performance.

If selected, **DEX Imaging, LLC** will continue to provide continuity of service, institutional knowledge, and a proven, results-driven approach that supports the City's objectives.

By submission of this proposal, **DEX Imaging, LLC** confirms its willingness and ability to perform all services described in **RFP 26-3** and to enter into a Contract with the City of DeLand under the terms and conditions of the RFP.

The individual authorized to provide technical clarification regarding this proposal is:

Name: Cary Frisenda
Title: Regional Director
Phone: 321.288.1262
Email: cfrisenda@deximaging.com

Respectfully submitted,

Cary Frisenda

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1. Letter of Introduction and Executive Summary

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3. Qualifications and Experience

4. Project Approach

5. Customer Service

6. Price Sheet

7. Required Proposal Forms

Contractor Qualifications and Experience

1. Firm Background and Experience

Firm Overview. DEX Imaging, LLC is an established **[Technology Provider]** with **[20 plus] years** of continuous operation providing professional services to municipal and public-sector clients. The firm employs **over 500 employees,** qualified professionals and maintains the organizational structure, financial stability, and internal controls necessary to consistently meet contractual obligations.

Relevant Experience. The firm has extensive experience delivering services of similar scope, complexity, and regulatory requirements as those requested in this RFP. **DEX Imaging, LLC** has successfully held and performed the City of DeLand contract for **over five (5) years**, demonstrating proven performance, reliability, and a thorough understanding of City standards, procedures, and expectations.

Performance and Recognition. Our past performance is evidenced by consistent contract compliance, timely service delivery, and a high level of responsiveness. The firm's service quality and professionalism have been **recognized and praised by the City of DeLand**, reflecting our commitment to service excellence and continuous improvement.

Representative Experience and References. Relevant projects are summarized below. Each reference listed has direct knowledge of the Contractor's performance for services similar to those required by this RFP, and current contact information is provided.

Client	Services Provided	Contract Term	Users / Scope	Reference Contact
City of DeLand	RFP-related services	Current	City Wide	Corey McMillen mcmillenc@deland.org
Bethune Cookman	RFP-related services	20 Plus years	Campus Wide	Nabil Ahmed ahmedN@cookman.edu
City of Ormond Beach	RFP-related services	6 years	City Wide	Christopher Byle Chris.Byle@ormondbeach.org

2. Staff Experience

Key Personnel Qualifications. Personnel assigned to this contract possess direct experience performing the services requested in this RFP for municipal clients. Staff qualifications align with contract requirements and applicable professional standards.

Project Management and Oversight. The proposed team includes a designated **[Project Manager/Lead]** responsible for overall coordination, quality control, compliance, and

communication with City representatives. This structure ensures accountability, responsiveness, and consistent performance.

Continuity and Capacity. Several proposed staff members have supported the City of DeLand contract during the previous contract term, ensuring continuity of service and preservation of institutional knowledge. Adequate staffing and backup resources are in place to meet service demands without interruption.

Key Staff Biographies (Abbreviated).

- **Cary Frisenda- Project Manager. 40 years** of municipal experience, including **[X] years** supporting the City of DeLand. Responsible for contract oversight, quality control, compliance, and primary City coordination.
- **Kent Zweifel, Senior Specialist. 13 years** of experience delivering **[service type]** services to public-sector clients, with direct responsibility for day-to-day service execution and issue resolution.
- **Mike Fischetti. 36 years** of experience in municipal operations support, documentation, and responsive service delivery.

This team is supported by additional qualified personnel to ensure continuity of service, workload flexibility, and uninterrupted contract performance.

Cary Frisenda,

Regional Director

DEX Imaging, LLC

Dex Imaging Staff for City of Deland

Cary Frisenda- Regional Director

2350 Dairy Road, West Melbourne, FL 32904 Office: 321-725-3400, ext. 3101
cfrisenda@deximaging.com

Experience: 40+ years in the industry 15 years with DEX Imaging 15 of them as Regional Manager Managed Numerous State and Local Government Contracts Education:

Graduated University of Tennessee.

Kent Zweifel- Senior Sales Consultant

1801 South Nova Road, Daytona Beach, FL 32119 Office: 386-322-1168, ext. 1605 Mobile: 386-589-1193
Kent.zweifel@deximaging.com

Experience: 13 years in the industry 6 years with DEX Imaging

Education: Drafted out of High School in 1995 to play professional baseball in which he had a 3 year tenure in the Colorado Rockies Organization.

Service Manager

Mike Fischetti-Service Manager 2350 Dairy Road, West Melbourne, FL 32904 Office: 321-725-3400, ext. 1607 mfischetti@deximaging.com

Experience: 36 years in the industry, 14 years with DEX Imaging 12 of them as Branch Service Manager Education: Graduated Florida Tech (DPI) 1984

Certificatications: In Management, Time Management, Leadership and Team Skills, Corporate Leadership and People Management, and Influential Management. Manage a service department with 9 technicians, coordinate with staff on delivery of office equipment. Manage parts and supply inventories. Manage upkeep of fleet vehicles. Perform reviews of technicians. Set up service contracts, work with Admin and billing department.

Support and Billing Staff

Kimberly Reed-Branch Administrator Brevard/Volusia County 2350 Dairy Road Melbourne FL. 32904 321-725-3400, extension 3104

Office equipment industry since 1992 DEX Imaging 2017

Tab 4

Implementation Plan – RFP 26-03

1. Overview and Approach

Implementation Summary (Evaluator Focus). This implementation plan is designed to ensure **no disruption and no startup risk**, utilizing a **phased replacement model (planning → deployment → decommissioning)**, leveraging **existing staff, systems, and controls**, demonstrating **active coordination and quality assurance**, and **addressing risk management without unnecessary complexity**.

1. Overview and Approach

DEX Imaging, LLC currently provides the services outlined in RFP 26-03 and maintains an established operational presence with the City of DeLand. As such, implementation will focus on **continuity of service, orderly transition**, and the **addition of new units to replace units being phased out**, with no disruption to City operations or service levels.

Our approach emphasizes advance coordination, phased deployment, and proactive communication to ensure a seamless transition while maintaining full compliance with contract requirements.

2. Continuity of Existing Services

Because services are already in place, no start-up or ramp-up period is required. Existing staff, systems, procedures, and reporting mechanisms will remain operational throughout implementation. Current service levels will be maintained without interruption while new units are introduced.

Key continuity measures include:

- Retention of experienced personnel familiar with City standards and procedures
- Continued use of established communication and reporting protocols
- Ongoing quality control and performance monitoring

3. Phased Replacement of Units

Units scheduled to be phased out will be replaced using a **planned, phased approach** to avoid service gaps and ensure operational readiness.

Phase 1 – Planning and Coordination

- Confirm unit replacement schedule with City staff
- Identify units to be retired and prioritize replacements

- Coordinate logistics, installation requirements, and timelines

Phase 2 – Deployment of Replacement Units

- Install and activate new units in accordance with City-approved schedules
- Ensure compatibility with existing systems and operational requirements
- Conduct functionality checks and quality verification

Phase 3 – Transition and Decommissioning

- Transition operations to new units
- Safely remove and retire phased-out units
- Confirm uninterrupted service delivery throughout the transition

4. Communication and Coordination

A designated **[Project Manager/Contract Manager]** will serve as the City's primary point of contact throughout implementation. Regular coordination with City representatives will ensure transparency, schedule alignment, and prompt resolution of any issues.

Communication methods include:

- Advance notice of replacement activities
- Status updates during deployment
- Immediate notification of any issues impacting service

5. Quality Control and Performance Assurance

Quality control procedures currently in place will continue throughout implementation. New units will be inspected and tested prior to being placed into service to confirm compliance with contract specifications and performance standards.

Performance monitoring will ensure:

- Service continuity
- Compliance with contractual requirements
- Prompt response to any operational issues

6. Staffing and Resource Allocation

Existing staffing levels are sufficient to support both ongoing operations and the phased replacement of units. Additional resources will be deployed as needed to ensure timely implementation without impacting daily service delivery.

Backup personnel and contingency resources are available to address unexpected conditions or schedule adjustments.

7. Risk Management and Contingency Planning

Potential risks associated with unit replacement are minimal due to the Contractor's established presence and familiarity with City operations. Contingency plans include:

- Temporary operational overlap between old and new units
- Availability of backup equipment and personnel
- Rapid response protocols for unplanned issues

8. Implementation Schedule

Implementation activities will be coordinated with the City and aligned with unit phase-out timelines. Detailed schedules will be finalized upon contract award to ensure minimal impact on City operations.

Call Information

Call number:	SC4621537	Invoice number:	AR14124157
Call type:	Customer Follow Up	Call description:	PM

Call received:	10/08/25 01:44 pm
Call released:	10/09/25 01:19 pm
Call dispatched:	10/09/25 01:19 pm
Call arrived:	10/09/25 01:23 pm
Call finished:	10/09/25 03:09 pm
Response hours:	0.07
Repair hours:	1.77
Down hours:	0.00

Meter date: 10/09/2025

Meter Type	Display	Credits
B\W	379,759	
Color	250,331	
FVirtual	630,090	

Technician: Rafael Morales

Repair remarks: Replaced fuser and reset counter. Check consumables none needed at this time test and clean.

Problem / Repair Codes

Problem codes: Preventative Maint. Repair codes: Preventative Maint

Materials

Item	Description		Quantity	Price	Billed Amount
A8JER70255-OEM	OEM Konica NYA FUSING UNIT	A8JER70255	1	$933.38	$0.00

Labor

Technician	Date/Time		Hours		Rates		Total
Rafael Morales	Dispatch:	10/9/25 1:19 pm	Travel:	0.07		73.00	$0.00
	Arrival:	10/9/25 1:23 pm	Labor:	1.77	$0.00		
	Departure:	10/9/25 3:09 pm	Overtime:	0.00	$0.00		

Preventive Maintenance Schedule

Next PM date: Next PM meter: 0

Equipment Information

Number:	404275	Contract Number:	IBP-GAL-1572715-02
Item Number:	A8JE011	Contact:	
Make/Model:	Konica / Konica Minolta bizhub C759 A3 75	Territory:	North Central Florida Branch 302 - West V
Serial number:	A8JE011002189	Bill code:	ESPF Incl Parts, Labor, Toner & Freight
Customer:	City of Deland	Remarks:	
Location Cust:	City of Deland		
	120 S Florida Ave Deland, FL 32720-5422		

DEXFL
PIVOT Technician Productivity / Time Management Report
Time Period: 7/1/2025 thru 11/30/2025

PRODUCTIVITY RESULTS																	
Tech Number	Tech Name	of Gross Ca	ays Worke	Inc	Inc %	CB	CB %	CPD Gross	CPD Net	RT / Call	TT / Call	CT / Day	TT / Day	A.T.	e Responseird Respons		FCE
DBSE04	Roy Diaz	455	98.5	43	9.50%	17	3.70%	4.6	4	1.2	0.4	5.5	1.7	7.2	4.6	2.88	86.80%
DBSE06	Rafael Morales	452	91.3	42	9.30%	29	6.40%	5	4.2	1.2	0.4	6.2	1.8	8	5.5	3.18	84.30%
DBSE07	Bruce Wile	439	92.9	36	8.20%	32	7.30%	4.7	4	1.2	0.4	5.7	1.9	7.6	4.1	2.39	84.50%
DBSE08	Chuck Marcey	516	91	48	9.30%	37	7.20%	5.7	4.7	1.1	0.3	6.2	2	8.2	4.5	2.68	83.50%
DBSE09	Darryl Williams	427	85.8	44	10.30%	15	3.50%	5	4.3	1.2	0.3	5.8	1.7	7.5	2.5	2.04	86.20%
DBSE11	Michael Cochrane	433	93.2	25	5.80%	30	6.90%	4.6	4.1	1.2	0.5	5.6	2.3	7.9	4.3	2.01	87.30%
DBSE34	Randy Story	521	96.8	45	8.60%	40	7.70%	5.4	4.5	0.9	0.6	4.7	3	7.7	3.6	2.23	83.70%
Totals:		3243	649.5	283	8.7%	200	6.2%	5	4.3	1.1	0.4	5.7	2	7.7	4.2	2.49	85.1%
Team Benchmarks:					8%		10%	5	4.1	1.2	0.5			7.5		4	82%

SUBMIT TO: CITY OF DELAND FINANCE DEPT., 2ND FLOOR PURCHASING COORDINATOR 120 SOUTH FLORIDA AVENUE DELAND, FLORIDA 32720	**REQUEST FOR PROPOSAL**
CONTACT: **Corey McMillen** mcmillenc@deland.org purchasing@deland.org	
PHONE: **386-626-7078**	**RFP-26-03**
	SUBMITTALS RECEIVED AFTER SPECIFIED DATE AND TIME WILL NOT BE CONSIDERED
RFP TITLE: Multi-function Printer Devices (Citywide)	**SUBMITTAL DEADLINE:** **January 6, 2026 @ 2:00 P.M.**
PRE-PROPOSAL CONFERENCE DATE, TIME AND LOCATION: N/A	**PROPOSAL BOND REQUIRED: N/A**
RESPONDENT NAME: DEX IMAGING, LLC	**FEDERAL ID # OR SOCIAL SECURITY #:** 59-3251429
MAILING ADDRESS: 955 FOSTER WAY Suite 310	**TELEPHONE #:** 386 322 1168 ext 1601
CITY – STATE – ZIP: S. DAYTONA, FL 32119	**FAX #:**
X *AUTHORIZED SIGNATURE* CARY FRISENDA	**EMAIL:** cfrisenda@cfl.rr.com Title REGIONAL DIRECTOR
Printed Name	Date 1/20/2026

By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the City of DeLand all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or services(s) purchased or acquired by the City of DeLand. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the vendor.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE

GENERAL CONDITIONS AND INSTRUCTIONS

******PLEASE READ CAREFULLY******

1. **SUBMISSION OF OFFERS:** All offers shall be submitted in a sealed envelope or package. The invitation numbers, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the receptionist located on the 2nd floor of City Hall prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received after the specified date and time will not be considered.

   Responses shall be submitted on forms provided by the City. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of sixty (60) days unless otherwise specified.

2. **EXECUTION OF OFFER:** Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein. All spaces requesting information from the offeror shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the offeror to any entry must be initialed.

3. **OPENING:** Pursuant to Section 119.071(1)(b) Florida Statues no further information regarding proposals submitted will be made public until such time of intended award or thirty (30) days, whichever is earlier.

4. **PUBLIC RECORD:** The City of DeLand, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes.

5. **TABULATION:** This section intentionally left blank but the paragraph and heading has been preserved to maintain numbering.

6. **CLARIFICATION/CORRECTION OF ENTRY:** The City of DeLand reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.

7. **INTERPRETATION/ADDENDA:** Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may affect the eventual outcome of the invitation/offer shall be furnished in writing to prospective offerors.

   No interpretation shall be considered binding unless provided in writing by the City of DeLand in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with offeror's response. Failure to acknowledge addenda may result in the offer not being considered.

8. **INCURRED EXPENSES:** This invitation does not commit the City to make an award nor shall the City be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a reply, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.

9. **PRICING:** This section intentionally left blank but the paragraph and heading has been preserved to maintain numbering.

10. **ADDITIONAL TERMS & CONDITIONS:** The City of DeLand reserves the right to reject offers containing terms or conditions contradictory to those requested in the invitation specifications.

11. **TAXES:** The City of DeLand is exempt from Federal Excise Taxes and all sales taxes. Florida State Exemption Certificate No. 85-8013842706C-2.

12. **DISCOUNTS:** All discounts, except those for prompt payment, shall be considered in determining the lowest net cost for evaluation purposes.

13. **MEETS SPECIFICATIONS:** The offeror represents that all offers to this invitation shall meet or exceed the minimum requirements specified.

14. **SAMPLES:** When required, samples of products shall be furnished with response to the City at no charge. Samples may be tested and will not be returned to the offeror. The result of any and all testing shall be made available upon written request.

15. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

16. **GOVERNING LAWS:** Any agreement to purchase resulting from this invitation shall be governed by the laws, regulations, and ordinances of the State of Florida and the City of DeLand, Florida. Venue shall be non-jury in the Circuit Court of Volusia County, Florida.

17. **ASSIGNMENT:** Any agreement to purchase issued pursuant to this invitation and award thereof and the monies which may become due hereunder are not assignable except with the prior written approval of the City.

18. **CONTENT OF INVITATION/RESPONSE:** The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the "GENERAL CONDITIONS AND INSTRUCTIONS".

19. **LIABILITY:** The supplier/provider shall hold and save the City of DeLand, its officers, agents, and employees harmless against claims by third parties resulting from breach of contract or negligence by the supplier/provider.

20. **PATENTS, COPYRIGHT, AND ROYALTIES:** The supplier/provider, without exception, shall indemnify and save harmless the City of DeLand, its officers, agents and employees, from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the City of DeLand. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

21. **TRAINING:** Unless otherwise specified, suppliers/providers may be required at the convenience of and at no expense to the City to provide training to City personnel in the operation and maintenance of any item purchased as a result of this invitation.

22. **ACCEPTANCE:** Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.

23. **SAFETY WARRANTY:** Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use hereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

24. **WARRANTY:** The offeror agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the offeror gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City of DeLand by any other provision of the invitation/offer.

25. **AWARD:** As the best interest of the City may require, the City reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof, on a geographical basis and/or on a Citywide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s), made as a result of this invitation, shall conform to applicable ordinances of the City of DeLand, Florida.

26. **VIOLATIONS:** Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the offeror/bidder being disqualified from doing business with the City for a period of time to be determined on a case-by-case basis.

27. **UNIT PRICING:** For purposes of this Invitation and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matters; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

28. **INSURANCE:** Vendor/Contractor shall defend, indemnify and hold harmless the City of DeLand 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 arising out of the agreement or any act or omission of Vendor/Contractor or its agents, servants, employees, independent contractors, customers, patrons or invitees, unless such claims are as a result of the City's sole negligence.

   The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract, a comprehensive public liability insurance policy issued by a responsible insurance company, and in a form acceptable to the City, protecting and insuring against all of the following: claims, demands, damages, fees, fines, penalties, suits, proceedings, actions, and costs of actions, etc. coverage limits of not less than $1,000,000 for bodily injury to or death to one or more person(s), and $1,000,000 for damage to any property, or a combined single limit of $2,000,000 for any occurrence of bodily injury to persons or damage to property, which insurance shall be issued on the occurrence basis. This policy shall name the City of DeLand as additionally insured.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract an automobile liability coverage policy with a minimum of a $1,000,000 combined single limit per occurrence.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract, Worker's Compensation and Employer's Liability Insurance covering all the persons employed by the Vendor/Contractor in connection with this contract. Worker's Compensation shall be the Statutory Limits.

The Vendor/Contractor shall not commence work under this contract until he has obtained all insurance required and submitted proof thereof to the City's Risk Manager for approval. Certificates shall provide for thirty (30) day cancellation notice to the City. Referenced Certificate to be mailed to Risk Manager, City of DeLand, 120 South Florida Avenue, DeLand, Florida, 32720-5481.

The Vendor/Contractor shall either cover any sub-contractors on its policy or require the sub-contractors to conform to all requirement for insurance contained herein.

Vendor/Contractor agrees that the City of DeLand will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the City's Risk Manager.

If the contract negotiated as a result of this RFP has different insurance requirements, the insurance requirements in such contract shall control.

29. **DEFINITIONS:**

CITY – The term "City" herein refers to the City of DeLand, Florida, and its duly authorized representatives.

OFFEROR - The term "offeror" used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the City in response to this invitation.

BIDDER – The term "bidder" used herein refers to any dealer, manufacturer, representative, distributor, or business organization that will be or has been awarded a contract and/or purchase order pursuant to the terms and conditions of the invitation and accepted offer.

30. **PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

31. **PERMITS**: Contractor shall be responsible for payment of all applicable permit fees.

32. **PAYMENT:** Payment will be made in accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes).

33. **BONDING:** See Section 13 of Draft Contract (Exhibit A)

34. **AVAILABILITY OF FUNDS:** A contract shall be deemed executory only to the extent of appropriations available to each department for the purchase of such articles. The City's extended obligation on these contracts, which envision extended funding through successive fiscal periods, shall be contingent upon actual appropriations for the following fiscal year.

35. **OTHER AGENCIES:** All Respondents awarded Contracts from this solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Contract under the same prices, terms, and conditions. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality, or agency, nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further it is understood that each agency will issue its own purchase order to the awarded Respondent(s).

36. **E-VERIFY:** In accordance with Florida State Law, Executive Order 11-116, any vendor or company that the City enters into contract with, or issues a purchase order, must utilize the E-Verify system.

37. **INCONSISTENT TERMS IN RESULTING CONTRACT:** In the event that the terms of any contract ultimately negotiated as a result of this RFP vary from any provision of this RFP, the terms of such contract shall control over the terms set forth in this RFP.

38. **CONE OF SILENCE:** All proposers/firms and their agents are hereby placed on notice that they are not to contact members of the Deland City Commissions or staff regarding this RFP, with the exception of the designated liaison. Public meetings of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by this Request for Proposals and written correspondence in regards to this Request for Proposals is to be submitted to the designated liaison.

THE CITY OF DELAND RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

MULTI-FUNCTION PRINTER DEVICES (CITYWIDE)
RFP-26-03
SPECIAL CONDITIONS

1. **INTRODUCTION/PURPOSE:**

The purpose of this Request for Proposals (RFP) is to select a qualified Contractor to provide multi-function printer devices, maintenance services, and copy paper to the City of DeLand ("the City").

2. **CONTRACT PERIOD:**

The Contract will be for a period of five (5) years commencing on March 1, 2026 and ending on February 28, 2031 (or five (5) years from award of contract), with the option to extend one additional three-year term upon mutual agreement of both parties.

Proposal prices shall remain firm for the first sixty (60) months of this contract. The awarded Contractor may have an opportunity to request an annual price adjustment for the renewal period. The request for price adjustment must be submitted in writing no later than ninety (90) calendar days prior to the contract expiration date. The request for price adjustment must include written justification (raw material price increase, labor, etc.) for the increase and a copy must be sent to the Purchasing Manager. Any approved request for price adjustment will not take effect until the renewal of the contract date and any such granted price adjustment will be in effect for the thirty-six (36) month period following the contract renewal start date. Written request for price adjustments shall not exceed the rate of inflation determined by the Consumer Price Index (CPI). Any price adjustment shall be approved by the Purchasing Manager or designee prior to the new price becoming effective.

3. **BACKGROUND:**

The City serves an area of 18.5 square miles with a population of approximately 41,264. Currently have a fleet of 44 printing devices (machine type, functions, and usage located in Attachment A). The Information Technology Department Director/designee will be the point-of-contact for the City.

4. **CURRENT SERVICES:**

The current Contractor is Dex Imaging, LLC.

5. **PROPOSAL SUBMITTAL:**

Proposals must be submitted no later than 2:00 P.M. local time on January 15, 2026. If submitting paper proposals, five (5) copies, with the original marked "Original" must be provided, and must be accompanied by an equivalent electronic PDF file on a universal serial bus drive (USB). Sealed proposals must be clearly marked as follows:

"RFP-26-03, Multi-function Printer Devices (Citywide)" and returned to:

> Purchasing Manager
> DeLand City Hall, 2nd Floor
> 120 S. Florida Ave.
> DeLand, FL 32720

All proposals received on or before the due date and time will be opened after 2:00 P.M. local time on January 15, 2026, at which time, the names of the firms submitting proposals will be read. No details of the proposals or the contents shall be disclosed until notice of intent to award or thirty (30) days after opening of the proposals, whichever occurs first, in accordance with Chapter 119.071 (1)(b)2, Florida Statutes.

***Note:** Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your proposal only to the Purchasing Manager on the second *(2nd) floor* at the above address. **Firms submitting proposals are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Coordinator. Delivery via the USPS is at the Contractor's risk.** To be considered**, a proposal must be accepted by the Purchasing Coordinator no later than the RFP closing date and time**. If the proposal is delivered anywhere else, it may not reach the Purchasing Manager in time.

Electronic submission is now available on VendorLink at www.myvendorlink.com.

6. **PRE-PROPOSAL MEETING DATE AND TIME:**

N/A

7. **INFORMATION OR CLARIFICATION:**

For information concerning procedures for responding to this proposal, contact Corey McMillen, Purchasing Manager at (386)-626-7078, or by email at mcmillenc@deland.org or purchasing@deland.org. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through the Purchasing Coordinator. No interpretation of the meaning of a proposal, any correction of any apparent ambiguity, inconsistency or error therein, will be made by any firm submitting a proposal orally. Every request for an interpretation of this RFP must be in writing addressed to the Purchasing Manager at 120 S. Florida Ave., 2nd Floor, DeLand, FL 32720, or emailed to the attention of Corey McMillen at mcmillenc@deland.org or purchasing@deland.org. To be given consideration, such requests must be received in writing no later than five (5) business days prior to the date for opening of the proposals. All such interpretations and supplemental instructions will be in the form of written Addenda to the Proposal. Only the interpretation or correction so given by the Purchasing Manager in writing shall be binding.

Any addenda will be transmitted by written addendum through the Purchasing Manager and posted to the DemandStar website http://www.demandstar.com and on VendorLink at www.myvendorlink.com. The City will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a proposal to verify receipt of all documents to include written addenda.

Proposals will be reviewed, scored and ranked by a Selection Committee using the evaluation criteria as outlined herein, and the committee may conduct interviews from short-listed firms. The Selection Committee will make recommendations to the DeLand City Commission, which has the sole authority to rank the firms and ultimately to make the final determination to award, revise, or reject a contract with the selected firm.

The City will not be bound by oral explanations or instructions given at any time during the competitive process or afterward.

Rights to Submitting Material: All responses, inquiries or correspondence relating to or in reference to this RFP, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the Contractors will become the property of the City of Deland.

Contract Negotiation: The City at its sole discretion, reserves the right to enter into contract negotiations with the highest ranked, responsive, responsible firm. If the City and said firm cannot negotiate a contract, the City may terminate said negotiations and begin negotiations with the next highest ranked, responsive, responsible firm. This process will continue until a Contract acceptable to the City has been executed or all Proposals are rejected. No firm submitting a proposal shall have any rights against the City arising from such negotiations or termination thereof.

Attachments

Attachment A – Inventory, Usage, & Price Sheet
Attachment B – Draft Services Contract

MULTI-FUNCTION PRINTER DEVICES (CITYWIDE)
RFP-26-03
SCOPE OF SERVICES AND SPECIFICATIONS

1. SUPPORTED PRINTERS

The selected Vendor shall provide maintenance and support for any printers, copiers, or multifunction devices that are owned or acquired outright by the City of DeLand ("City") through purchase or other means (collectively, "Customer-Owned Equipment"). These supported devices may vary by manufacturer, model, and age, and may be located at any City facility. The City's approximate annual print volume is as follows:

- **Black and White:** 720,000 pages per year
- **Color:** 280,000 pages per year

These volumes are provided for estimation and pricing purposes only; actual usage may vary by department and operational demand. As part of its proposal, the Vendor shall submit a comprehensive listing of all printer, copier, and multifunction device models supported under its maintenance program. This listing shall identify:

- Manufacturer and model name/number;
- The proposed solution should include secure print utilizing currently deployed proximity/Employee ID badges or employee ID logon for document security as well as internal departmental billing;
- Current production status (active, limited support, or end-of-life):
    - Active – parts are available and will meet SLA timelines
    - Limited Support – Parts may be conditionally available or limited in supply, will meet SLA timelines
    - End-of-life – vendor must provide documentation of unavailability or discontinued parts, conditionally meets SLA timelines
- Availability of parts and consumables;
- Expected support term or end-of-support date, if applicable;
- Optional Accessories: The Vendor shall identify any optional or compatible accessories that can be supported or integrated under this agreement, including but not limited to badge/card readers, secure release modules, finishers, fax boards, or paper trays. Pricing and support coverage for such accessories shall be provided as part of the proposal, priced in accordance with the Section 3 – **Pricing Structure**; and
- Proposed pricing for each supported model, also priced in accordance with the Section 3 – **Pricing Structure**

The Vendor shall maintain and update this list throughout the contract term and promptly notify the City in writing of any models or accessories added to or removed from support. No additional or updated equipment can be installed or used without prior consent of the City. Updated pricing shall be submitted for review and approval whenever new models or accessories are added or when existing models transition to limited or end-of-life support status. The City may request that specific supported models or accessories be covered under maintenance agreements as needed.

2. MAINTENANCE AGREEMENT ELIGIBILITY & AUTOMATED TONER REPLENISHMENT

The selected Vendor must enter into a maintenance agreement covering any Customer-Owned Equipment. Such agreement shall include all parts, labor, preventive maintenance (if applicable), and service calls necessary to maintain the equipment in proper working condition and to minimize downtime. The Vendor shall implement automatic toner monitoring and delivery for all covered devices, subject to City IT approval, of any monitoring agent or software. At a minimum:

- **Remote Monitoring:** Vendor shall continuously monitor consumable levels (e.g., toner/drums/maintenance kits) and device status using a secure, read-only data collection method compatible with the City's network and security policies.
- **Replenishment Trigger:** Toner shipments shall be automatically initiated when a device reaches a defined threshold (e.g., ≤ 20% remaining toner) or another level mutually agreed upon by the City and the Vendor.
- **Service Level Agreement (SLA):** The Vendor shall clearly state its standard delivery SLA for toner replenishment in its proposal. Unless otherwise approved, the default SLA shall be delivery within two (2) business days of replenishment trigger. For emergency requests (e.g., critical devices or unanticipated depletion), the Vendor shall provide next-business-day shipping or an equivalent expedited method.
- **No Auto-Ship Waste:** Vendor shall avoid duplicate or unnecessary shipments; any erroneous or excess shipments shall be returned or credited at Vendor expense.
- **Inclusions:** Toner and consumables provided under this program are included in the pricing model selected in Section 3 – Pricing Structure (paper excluded).
- **Security & Compliance:** Any agents or monitoring services used must meet City security standards, transmit only device telemetry (no user/job data), and be removable at the City's request. Documentation shall be provided upon request.

3. PRICING STRUCTURE

Maintenance agreements for Customer-Owned Equipment may be priced using a **flat-rate fee, a cost-per-click rate, or a combination of both**, as mutually agreed upon in writing. The pricing model shall clearly define:

- **Flat-Rate Fee:** A fixed recurring charge (monthly, quarterly, or annual) covering all parts, labor, consumables (excluding paper), preventive maintenance, and service calls;
- **Cost-Per-Click Rate:** A per-page or per-impression rate inclusive of all parts, labor, consumables (excluding paper), preventive maintenance, and service calls; or
- **Combination Model:** A blended structure consisting of a fixed base charge for a defined minimum print volume, with an additional cost-per-click rate applied to any pages printed beyond that threshold.

The Vendor shall specify which pricing model applies to each covered Device and provide a transparent cost breakdown that allows the City to compare pricing consistently across all equipment. The billing should be easy to read and should include site/department specific details. Accountability data by type should be available, i.e.: black & white/color, user, site, machine.

4. SERVICE STANDARDS

- All service response times, preventive maintenance intervals, and reporting obligations under the primary contract shall equally apply to any Customer-Owned Equipment enrolled under a maintenance agreement (all service requests must be answered within two-business days of receipt of request).
- The Contractor shall design, print, and permanently secure a sign or sticker directly on each digital copier/printer installed under this contract listing the following items as applicable: machine identification number/network name, model number, serial number, toll-free phone number, and website for placing service calls.
- The City may, at no additional cost or penalty, require the Contractor to relocate equipment between the City's various facilities. IT personnel shall be authorized to move equipment within the same facility at no charge without voiding any warranties or service contracts
- The Contractor will also verify if live network ports and appropriate power outlets are available at the proposed locations pre-designated by the City. If there is not one, the Contractor will consult IT at least 2 weeks in advance of delivery. Depending on the specific scenario, City staff would coordinate network runs and/or electrical upgrades
- The Vendor shall maintain sufficient spare parts and trained personnel to provide timely repairs and minimize equipment downtime.
- The Vendor shall not decline coverage of Customer-Owned Equipment or accessories without providing written justification demonstrating the equipment's lack of supportability or the unavailability of replacement parts.

5. EQUIPMENT REPLACEMENT OPTION

If the Vendor determines that a Customer-Owned Device is not reasonably maintainable due to end-of-life status, repeated failure, or unavailability of replacement parts, the Vendor shall submit a written replacement proposal identifying a comparable supported model, associated costs, and justification for replacement. The City may, at its sole discretion, elect to:

- (a) Replace the Device under the existing contract;
- (b) Continue maintenance service for the existing Device on an as-available basis;
- (c) Remove the Device from service without replacement.

6. MINUMUM EQUIPMENT PERFORMANCE REQUIREMENTS

- 35-40 PPM Speed (at a minimum, excluding laser printers)
- Print Resolution (150 dpi minimum)
- Color scanning, minimum 600 dpi (copiers only)
- Scan to email (copiers only)
- Scan to network (copiers only)
- Scan to Microsoft OneDrive folder based on user credentials (copiers only)
- Electronic faxing (copiers only)
- Duplex printing and scanning
- Full featured drivers for current Windows, Mac OS's, and mobile devices (Android, iOS)
- Capable of using many medium types including card stock
- Easy to select from many types of medium, auto-detection preferred
- Multiple paper sizes up to 11x17
- High capacity 8.5x11 tray (at least 2000 sheet)
- Ability to adjust copy ratio

- Swipe authentication (copiers only)
- Authenticate using the employee ID number (copiers only)
- Managed by PaperCut system (copiers only)

A "lemon clause" that allows for replacement of devices that fail often or require an excessive amount of maintenance should be included in the contract. Each individual unit installed under this contract shall attain at least a 98% monthly uptime performance (fully operational, not just "on"). At the City's discretion, any individual unit not meeting the 98% uptime requirement for three consecutive months shall be replaced with a unit of the same (or equivalent substituted) model.

PROPOSAL FORMAT

Interested Contractors who would like to be considered for this project should submit a Proposal accompanied by pertinent information relating to the company's experience, qualifications, personnel, availability, and capability to provide and perform all of the professional services necessary to complete this project in an effective and timely manner. The Contractor's Proposal shall include:

Tab 1. Letter of Introduction and Executive Summary
The letter shall contain a summary of Contractor's ability to perform the services described in the RFP, and confirm that the Proposer is willing to perform these services and enter into a Contract with the City. This letter must provide the names, title, phone, fax and email address for the person authorized to provide technical clarification regarding the proposal. This letter must be signed by an officer authorized to contractually obligate the submitting Contractor.

Tab 2. Table of Contents
The table of contents should outline in sequential order the major areas of the proposal.

Tab 3: Qualifications and Experience
Contractor should clearly and succinctly demonstrate its qualifications and experience to provide the services requested in this RFP. This section of the proposal should be no more than twenty (20) numbered pages and, at a minimum, should include the following information.

- Firm background and experience: Contractor should provide a brief description of the firm's background and history, including the number of years in business, size, range of activities, strength, stability, awards, and other recognition. Contractor should describe its past and ongoing experience providing services of a similar nature to those requested herein. The service descriptions should include the dates such services were provided, the number and types of customers. The contact person listed for each reference shall be someone who has a personal knowledge of the Contractor's performance for the types of services required in this RFP. Current e-mail address/contact information must be provided.
- Staff experience

Tab 4: Project Approach
Contractor should clearly and succinctly describe how it will perform the services requested in this RFP. The City is looking for proposals that maintain a high level of customer service. This section of the proposal should be no more than twenty (20) numbered pages and, at a minimum, should include the following information.

- Implementation Plan
  - designed to give the city's designated points of contact at least 2 weeks' notice of the intended delivery
- Organizational Chart

Tab 5: Customer Service
Provide a detailed overview of customer service abilities and expectations (not to exceed 10 pages):

- Sample maintenance reports
- Summary of customer/performance reports available

- Service request system (online/toll free number)

Tab 6: Price Sheet

Proposer must submit the Price Sheet (Attachment A) in accordance with Section 3 (Pricing Structure) of the Scope of Services.

Tab 7. Required Proposal Forms (not included in page count):

- Signed Request for Proposals
- Acknowledgment of Terms, Conditions, and Addenda
- Price Sheet
- Reference Form
- W-9 Form
- Human Trafficking Affidavit
- Contractor Affidavit Regarding Scrutinized Company List
- Public-Entity Crimes Form
- Conflict of Interest Affidavit
- Non-Collusion Affidavit
- Drug-Free Workplace Form

MULTI-FUNCTION PRINTER DEVICES (CITYWIDE)
RFP-26-03
ACKNOWLEDGMENT OF TERMS, CONDITIONS, AND ADDENDA

PROMPT PAYMENT DISCOUNT

The City of Deland shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered please state discount and terms:

_____

ADDENDUM ACKNOWLEDGMENT:

Add. No. 1 Dated Dec 16, 2025 / Add. No. 3 Dated JAN 7, 2026

Add. No. 2 Dated JAN 2, 2026 / Add. No. _____ Dated _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for Proposal # RFP-26-03/Multi-function Printer Devices (Citywide).

VENDOR NAME DEX IMAGING, LLC

ADDRESS 955 FOSTER WAY Suite 312

AUTHORIZED SIGNATURE

PRINTED SIGNATURE CARY FRISENDA DATE 1/20/2026

TELEPHONE# 321 288 1262 FAX # _____

EMAIL: cfrisenda@dexmaging.com

MULTI-FUNCTION PRINTER DEVICES (CITYWIDE)
RFP-26-03
EVALUATION AND SELECTION PROCESS

Evaluation of proposals will be conducted by a Selection Committee comprised of qualified City staff. The committee will evaluate, score and rank all responsive proposals based upon the information and references contained in the proposals submitted. Once each member of the Selection Committee has rated each proposal and completed a rating sheet, a composite is developed which indicates the Committee's collective ranking of proposals in a descending order. Based on the response to this RFP, the Selection Committee will select and/or recommend to the City Commission a firm(s) qualified to provide to the City the services required under this RFP.

The following criteria will be used for evaluating Proposals for City of DeLand and will be based on certain objective and subjective considerations as listed below:

Price	up to 30 points
Project Approach.....	up to 30 points
Customer Service	up to 20 points
Qualifications and experience	up to 20 points
Maximum points	100 points

Award of this contract will be based on the evaluation criteria stated above.

CITY OF DeLAND COMMISSION
INDEMNIFICATION AND INSURANCE REQUIREMENTS
MULTI-FUNCTION PRINTER DEVICES (CITYWIDE)
RFP-26-03

INDEMNIFICATION

The City shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the City is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the City and pay the cost of the City's legal defenses, including fees of attorneys as may be selected by the City, for all claims described in the hold harmless clause herein. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Contractor under this Contract for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The Contractor providing services under this Contract will be required to procure and maintain, at their own expense and without cost to the City, until final acceptance by the City of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a $1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a $1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of $1,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by City of Deland Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The Contractor shall have five (5) days to provide certificates of insurance to the City demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the General Liability Insurance and Auto Liability Insurance policies have been endorsed to cover the City of Deland City Commissioners as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

CITY OF Daytona Beach, Volusia County

BEFORE ME, the undersigned authority, personally appeared Cary Allen Frisenda, who, being by me first duly sworn, made the following statement:

1. The Business address of DEX IMAGING, LLC (name of bidder or Contractor) is 955 Foster Way Suite 312.

2. My relationship to DEX IMAGING, LLC (name of bidder or Contractor) is REGIONAL DIRECTOR (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a

company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. DEX IMAGING, LLC (name of the bidder or Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. DEX IMAGING, LLC (name of the bidder or Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. DEX IMAGING, LLC (name of the bidder or Contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and City first mentioned above on the 20th day of January, 2026. FLDL

Notary Public

My commission expires: 04/06/2027

(AFFIX SEAL or STAMP)

NOTARY PUBLIC

MARITZA MARTINEZ
Notary Public, State of Florida
Commission# HH 384012
My comm. expires April 6, 2027

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Dex Imaging, LLC
Company

455 Foster Way Suite 312
Address

Authorized Signature

S. Daytona, FL 32119
City, State, Zip Code

Cary Frisenda, Regional Director
Printed Name & Title

386 322 1168 ext 1601
Telephone No.

cfrisenda@dexmaging.com
Email

Fax No.

State of Florida)
City of Daytona Beach)

SUBSCRIBED AND SWORN to before me this 20th day of January, 2026, by

Cary Allen Frisenda, who is ~~personally known~~ (P) to me to be the

(C) _____ for the Firm, OR who produced the following

identification: FLDL

Notary Public Maritza Martinez

My Commission Expires: 04/06/2027

MARITZA MARTINEZ
Notary Public, State of Florida
Commission# HH 384012
My comm. expires April 6, 2027

NON-COLLUSION AFFIDAVIT

State of Florida)

City of Daytona Beach)

Cary Allen Frisenda being first duly sworn, deposes and says that:

(1) He/she is the Regional Director (Owner, Partner, Officer, Representative or Agent) of Dex Imaging, LLC, the Contractor that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Contractor, firm, or person to fix the price or prices in the attached Proposal or of any other Contractor, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Contractor, or to secure trough any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: _____
Signature of Individual

CARY FRISENDA
Printed Name of Individual

REGIONAL DIRECTOR
Title of Individual

Signed, sealed and delivered in the presence of:

_____
Witness Liz Scheel

_____
Witness Jodi Slawter

State of Florida

County of Volusia

The foregoing instrument was acknowledged before me this 20th day of January, 2026 by Cary Allen Frisenda, who is personally known to me or who has produced FL DL as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

See Attached
NOTARY PUBLIC

See Attached
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

Document Name: Non- Collusion Affidavit

State of Florida Jurat Notary Certificate

STATE OF FLORIDA
COUNTY OF Volusia
Sworn to (or affirmed) and subscribed by personally appearing before me by physical presence this 20th day of January, 2026, by, Cary Allen Frisenda (name of person making statement).

NOTARY PUBLIC
MARITZA MARTINEZ
Notary Public, State of Florida
Commission# HH 384012
My comm. expires April 6, 2027

Maritza Martinez
(Signature of notary public)

Maritza Martinez
(Name of notary public)

My commission expires: 04/06/2027

Official Seal

Personally known OR
Produced identification X Type of identification produced: FL DL

PUBLIC ENTITY CRIME FORM

Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged: _____ Date: 1/20/2026

CITY OF DeLAND
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "[w]henever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).

(4) In the statement specified in subsection one (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with The City of DeLand's General Conditions, Drug-Free Workplace.

DEX IMAGING, LLC	RFP-26-03 MFP PRINTER
Business Name	Bid Number and Name
[signature]	1/20/2026
Authorized Representative's Signature	Date
CALY FRISENDA	REGIONAL DIRECTOR
Name	Position

REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: CITY OF DELAND
Date of Services:
Description of Services: CURRENT PROVIDER OF EXISTING MFP's + PRINTERS
Street Address: 120 S FLORIDA AVE
City, State, ZIP Code: DELAND, FL 32720
Telephone #: 386 626 7078 Fax #:
Contact Person: CORRY MCMILLEN Email: mcmillenc@deland.org

Ref #2. Customer/Client: BCU
Date of Services: 2/1/05 till present
Description of Services: MFP's + ALL PRINTERS
Street Address: 640 DR MARY MCLEOD BETHUNE BLVD
City, State, ZIP Code: DAYTONA, FL 32114
Telephone #: 386 481-2196 Fax #:
Contact Person: NABIL AHMED Email: ahmedn@cookman.edu

Ref #3. Customer/Client: Stetson University
Date of Services: 02/01/2007 TILL PRESENT
Description of Services: MFP + PRINTERS
Street Address:
City, State, ZIP Code: Deland, FL 32720
Telephone #: 386 822 7100 Fax #:
Contact Person: DAWNA WIMER Email: DWIMER@STETSON.EDU

Ref #4. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #: Fax #:
Contact Person: Email:

Ref #5. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #: Fax #:
Contact Person: Email:

CONTRACTOR NAME Dex Imaging, LLC
ADDRESS 955 FOSTER WAY Suite 312
PRINTED SIGNATURE CARY FRISENDA
AUTHORIZED SIGNATURE
TELEPHONE # 321 288 1262 FAX# DATE 1/20/2026
EMAIL: cfrisenda@dexImaging.com

HUMAN TRAFFICKING AFFIDAVIT

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein and execute this affidavit in order to comply with the requirements of Section 787.06(13), Florida Statutes.

2. I currently serve in the capacity listed below on behalf of the company listed below.

3. The company listed below does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made in accordance with Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

Date executed 1/20/2026.

COMPANY

Dex Imaging, LLC

NAME OF BUSINESS ENTITY

SIGNATURE

Gary Frisenda

Regional Director

NAME AND TITLE

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Dex Imaging LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

5109 W Lemon St

Requester's name and address (optional)

6 City, state, and ZIP code

Tampa, FL 33609

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

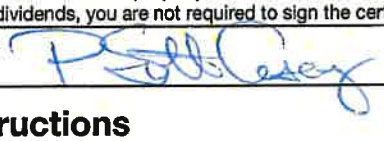
5	9	–	3	2	5	1	4	2	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person  Date 1/2/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

AGREEMENT FOR CONSULTING SERVICES FOR CITY OF DELAND

THIS AGREEMENT, made this 20 day of JANUARY, 2026, is by and between the City of DeLand, a Florida municipality ("City"), whose address is 120 South Florida Avenue, DeLand, Florida 32720, and DEX IMAGING, LLC a company authorized to do business in the State of Florida ("Contractor"), whose address and phone number are Contractor Name & Address, Phone: 386-322-1166 Email: cfriseda@deximaging.com (collectively, " Parties"). 955 Foster Way Suite 312 S DAYTONA, FL 32114

NOW THEREFORE , for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made a part of this Agreement:

(1) RFP-26-03, including any and all addenda, prepared by the City of DeLand ("Exhibit A").

(2) The Contractor's proposal dated JANUARY 20, 2026, ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

A. First, this Agreement Jan 20, 2026, and any attachments.
B. Second, Solicitation Number, Exhibit A
C. Third, The contractor's proposal, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all work identified in this Agreement. The Parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the Work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on _____, 20XX, and shall end on_____, 20XX. The City reserves the right to extend the contract for three additional one-year terms, providing all terms conditions and specifications remain the same, both Parties agree to the extension, and such extension is approved by the City. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability offunds.

IV. COMPENSATION

The Contractor agrees to provide the services and for materials as specified in the Contract Documents at the cost specified in Exhibit A. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy is due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract

Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

(1) Indemnification for Professional Liability Claims: For liability arising out of the Consultant's services, the Consultant shall indemnify but shall have no duty to defend the City and the City's officers and employees against liability for damages for which they may be liable to the extent such damages are actually caused by the negligent professional acts, errors or omissions of Consultant, or any of its employees or subconsultants' negligent professional acts or omissions, under this Agreement.

(2) Indemnification for all Other Claims: The Consultant shall hold harmless, defend and indemnify the City, and the City's officers and employees, against claims, damages, demands, actions and suits (including reasonable post-tender attorney's fees and costs) brought against any of them arising directly or indirectly out of any act or omission (other than professional negligence as set forth in subsection (1) above) by the Consultant, or the Consultant's employees, agents or subconsultants. Selection of counsel to defend the City being subject to the City's approval, which shall not be unreasonably withheld.

For all indemnification claims made under this Agreement, both for professional liability claims and all other claims, the following provisions apply: To the extent that the services which are the subject of this Agreement are in connection with a construction project for the City, this indemnification is limited to the negligent acts of the Consultant or of any officer, employee, agent, invitee, sub-consultant, sub-contractor or sublicensee of the Consultant. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due to Consultant from City under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, which shall not be unreasonably withheld, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective sixty (60) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the Work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least sixty (60) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best

rating of "A-" VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability
Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability
Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability
Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with

WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements:

a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
e. The Certificate of Insurance shall indicate whether coverage is provided under a claims- made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
City of DeLand
120 South Florida Avenue
DeLand, FL 32720

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an

Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that it is qualified to perform the Work, that Contractor and its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Volusia County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

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

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Non-Waiver

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party, which shall not be unreasonably withheld. In addition, Contractor shall not subcontract any portion of the Work required by this Agreement. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement

is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this Section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this Section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of $1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of $1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of $1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2022), as may be amended or revised.

To the maximum extent permitted by applicable law, Contractor shall not be liable for any incidental or consequential damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of: goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data); or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventh Judicial Circuit in and for Volusia County, Florida, or in the event of federal jurisdiction, in the Middle District of Florida, Orlando Division. THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the

Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

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

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

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.

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

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

CC. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2022), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2022), as may be amended or revised, shall terminate the Agreement with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes (2022), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes (2022), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2022), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

DD. Security Breach

The Contractor agrees to provide electronic and physical security to personal information, as defined in Section 501.171, Florida Statutes (2022), as may be amended or revised, ("Section 501.171"), that Contractor obtains in connection with this Agreement, in accordance with the standard set forth in Section 501.171. As provided in Section 501.171,

CC. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2022), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2022), as may be amended or revised, shall terminate the Agreement with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes (2022), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes (2022), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2022), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

DD. Security Breach

The Contractor agrees to provide electronic and physical security to personal information, as defined in Section 501.171, Florida Statutes (2022), as may be amended or revised, ("Section 501.171"), that Contractor obtains in connection with this Agreement, in accordance with the standard set forth in Section 501.171. As provided in Section 501.171,

the Contractor shall take reasonable measures to protect and secure data in electronic form containing personal information. The Contractor shall notify the City of any breach of security of a system maintained by the Contractor as expeditiously as practicable, but no later than 10 days following the determination of the breach of security or reason to believe the breach occurred. Such notification from the Contractor shall include all information that the City needs to comply with the notice requirements set forth in Section 501.171. The Contractor, as the City's third-party agent, as defined in Section 501.171, shall comply with and perform all of the requirements set forth in Subsections 501.171(3) and (4), Florida Statutes (2022), as may be amended or revised, in the event the Contractor experiences a breach of security involving unauthorized access of data in electronic form containing personal information obtained in connection with this Agreement. In addition to complying with Subsections 501.171 (3) and (4), Florida Statutes (2022), as may be amended or revised, the Contractor shall provide or cause to be provided credit monitoring, identity theft protection, and a call center for affected persons, and shall perform other functions and services as required by law. Contractor shall ensure that the City is in compliance with all laws, rules, and regulations governing any breach or potential breach of security of a system maintained by the Contractor.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

IN WITNESS WHEREOF, the City and the Consultant execute this Contract as follows:

Dex Imaging LLC [CONSULTANT]

By: _____

Printed Name: CARY FRISENDA

Title: REGIONAL DIRECTOR

Date Executed: 1/20/2026

CITY OF DELAND

By: _____
Christopher M. Cloudman, Mayor

Date Executed: _____

ATTEST:

By: _____
Julie A. Hennessy, City Clerk

Daytona Beach News Journal
Legal Section Ad dated 12/04/24

CITY OF DELAND
NOTICE TO BIDDERS
RFP-26-03

NOTICE IS HEREBY GIVEN that the City of DeLand will receive sealed proposals at the City Hall 2nd floor receptionist, 120 South Florida Avenue, DeLand, Florida, until 2:00 p.m. on January 6, 2026 and will open the submitted bids in the Commission Chambers, first floor, immediately following the submittal closing time for the following:

"Multi-function Printer Devices (Citywide)"

Proposals must comply and be submitted in accordance with the project technical specifications which may be obtained at the office of the City Hall, 120 S. Florida Avenue, DeLand, Florida, any time prior to the bid opening. Questions shall be directed to the office of the Purchasing Manager, Corey McMillen at 386-626-7078 or by email at mcmillenc@deland.org or Purchasing@deland.org.

Michael Pleus
City Manager

RFP-26-03 Inventory, Usage & Price Sheet

Current Inventory & Usage

Item #	Department	Device Name	Equip #	Model	Functionalities	2024 Usage	
						B/W	Color
1	Customer Service	CH-141-MFP	307218	Konica Minolta BH558	Fax-Floor Stapling-Finisher-Large Capacity Tray	46308	0
2	Customer Service	CH-143-MFP	308327	Konica Minolta BH558	Fax-Floor Stapling-Finisher-Large Capacity Tray	34073	0
3	Utilities	WW-MFP	308334	Konica Minolta BH368	Stand	8244	0
4	Parks & Recreation	SH-MFP	400666	Konica Minolta BH4052	Fax	25914	0
5	Police Department	PD-Evidence	400778	Konica Minolta BH4052	Fax-2 Paper Trays	7089	0
6	Facilities		400933	Konica Minolta BH4052	Fax-2 Paper Trays	2006	0
7	Fire Department	DFD-83-MFP	404211	Konica Minolta BH368	Fax-3 Paper Trays-Inner Finisher	3993	0
8	Admin Services	CH-302-MFP	404269	Konica Minolta BH368	Fax-3 Paper Trays	1861	0
9	Finance	CH-226-MFP	404272	Konica Minolta BH808	Floor Stapling-Finisher-Large Capacity Tray	27712	0
10	City Clerk	CH-330-MFP	404274	Konica Minolta BH808	Floor Stapling-Finisher-Large Capacity Tray	12110	0
11	Police Department	PD-Adv-MFP	404329	Konica Minolta BH368	Fax-3 Paper Trays-Inner Finisher	6115	0
12	Fire Department	DFD-82-MFP	404332	Konica Minolta BH368	Fax-3 Paper Trays	5355	0
13	Police Department	PD-Patrol-MFP	404334	Konica Minolta BH808	Fax-Floor Stapling-Finisher-Large Capacity Tray	22899	0
14	Community Development	CH-104-MFP	404342	Konica Minolta BH808	Floor Stapling-Finisher-Large Capacity Tray	22602	0
15	Police Department	PD-Records-MFP	404348	Konica Minolta BH808	Fax-Floor Stapling-Finisher-Large Capacity Tray	77070	0
16		PD-QM-ADV-MFP	513365	Konica Minolta BH 4050i	Fax	6188	0
17	Police Department	PD-Evidence2	636329	Konica Minolta BH 4050i	Fax	67	0
18	Public Services		912257	Konica Minolta BH4050i	Fax	787	0
19	Parks & Recreation	PR-CMFP	305193	Konica Minolta C759	Fax-Folding Finisher-Large Capacity Tray	62179	9180
20	Public Services	EN-Color	404213	Konica Minolta C360i	Fax-3 Paper Trays-Inner Finisher	8110	4986
21	Parks & Recreation	CHM-CMFP	404242	Konica Minolta C360i	Fax-3 Paper Trays-Inner Finisher	16095	6208
22	Parks & Recreation	PR-Act-CMFP	404262	Konica Minolta C360i	Fax-3 Paper Trays-Inner Finisher	8739	23242
23	Police Department	PD-ADM-CMFP	404270	Konica Minolta C759	Fax-Floor Stapling-Finisher-Large Capacity Tray	10236	7810
24	Utilities	WW-CMFP	404271	Konica Minolta C759	Fax-Floor Stapling-Finisher-Large Capacity Tray	38100	29820
25	Human Resources	CH-217-CMFP	404275	Konica Minolta C759	Fax-Floor Stapling-Finisher-Large Capacity Tray	63539	63519
26	City Clerk	CH-330-CMFP	404314	Konica Minolta C759	Fax-Floor Stapling-Finisher-Large Capacity Tray	28002	24396
27	Police Department	PD-Patrol-CMFP	404318	Konica Minolta C360i	Fax-3 Paper Trays-Inner Finisher	12838	5201
28	Airport	EN-Airport-CMFP	404322	Konica Minolta C360i	Fax-3 Paper Trays-Inner Finisher	5650	3154
29	Police Department	PD-ComServ-CMFP	404323	Konica Minolta C360i	Fax-3 Paper Trays-Inner Finisher	23015	17128
30	Fire Department	DFD-81-CMFP	404333	Konica Minolta C759	Fax-Floor Stapling-Finisher-Large Capacity Tray	19893	16716
31	Public Services	EN-CMFP	404341	Konica Minolta C759	Fax-Floor Stapling-Finisher-Large Capacity Tray	40374	26825
32	Community Development	CH-117-CMFP	404345	Konica Minolta C759	Fax-Floor Stapling-Finisher-Large Capacity Tray	55442	31974
33	Police Department	PD-CIU-CMFP	404347	Konica Minolta C360i	Fax-3 Paper Trays-Inner Finisher	17345	8829

Price Sheet

Brand	Model	PPM	Functionality Options	B/W CPP	Color CPP	Replace Yes/No	Monthly Maintenance Cost	New Monthly Lease Cost	New Monthly Purchase to Own Cost	Pages Included or Discount (%) Offered (total, not per machine)
							Flat-Rate Fee/Cost-Per-Click Rate/Combination			
Konica Minolta	BH551i	55	Fax-Floor Stapling-Finisher-Large Capacity Tray			Yes	$.0045 Black /.04 Color	$199.27	$224.53	N/A Billed on Actual
Konica Minolta	BH551i	55	Fax-Floor Stapling-Finisher-Large Capacity Tray			Yes	$.0045 Black /.04 Color	$199.27	$224.53	
Konica Minolta	BH361i	36	4 Paper Trays			Yes	$.0045 Black /.04 Color	$120.97	$136.30	
Konica Minolta	BH4052	42	Fax			No	$.0045 Black /.04 Color	$0.00		
Konica Minolta	BH4052	42	Fax-2 Paper Trays			No	$.0045 Black /.04 Color	$0.00		
Konica Minolta	BH4052	42	Fax-Large Capacity Tray			No	$.0045 Black /.04 Color	$0.00		
Konica Minolta	BH361i	36	Fax-4 Paper Trays Tray-Inner Finisher			Yes	$.0045 Black /.04 Color	$120.97	$136.30	
Konica Minolta	BH361i	36	Fax-4 Paper Trays Tray-Inner Finisher			Yes	$.0045 Black /.04 Color	$120.97	$136.30	
Konica Minolta	BH808	80	Floor Stapling-Finisher-Large Capacity Tray			No	$.0045 Black /.04 Color	$0.00		
Konica Minolta	BH808	80	Floor Stapling-Finisher-Large Capacity Tray			No	$.0045 Black /.04 Color	$0.00		
Konica Minolta	BH361i	36	Fax-4 Paper Trays-Inner Finisher			Yes	$.0045 Black /.04 Color	$120.97	$136.30	
Konica Minolta	BH361i	36	Fax-4 Paper Trays			Yes	$.0045 Black /.04 Color	$120.97	$136.30	
Konica Minolta	BH808	80	Fax-Floor Stapling-Finisher-Large Capacity Tray			No	$.0045 Black /.04 Color	$0.00		
Konica Minolta	BH808	80	Floor Stapling-Finisher-Large Capacity Tray			No	$.0045 Black /.04 Color	$0.00		
Konica Minolta	BH808	80	Fax-Floor Stapling-Finisher-Large Capacity Tray			No	$.0045 Black /.04 Color	$0.00		
Konica Minolta	BH 4050i	42	Fax			No	$.0045 Black /.04 Color	$0.00		
Konica Minolta	BH 4050i	42	Fax			No	$.0045 Black /.04 Color	$0.00		
Konica Minolta	BH4050i	42	Fax			No	$.0045 Black /.04 Color	$0.00		
Konica Minolta	C759	75	Fax-Folding Finisher-Large Capacity Tray			No	$.0045 Black /.04 Color	$0.00		
Konica Minolta	C360i	36	Fax-3 Paper Trays-Inner Finisher			No	$.0045 Black /.04 Color	$0.00		
Konica Minolta	C360i	36	Fax-3 Paper Trays-Inner Finisher			No	$.0045 Black /.04 Color	$0.00		
Konica Minolta	C360i	36	Fax-3 Paper Trays-Inner Finisher			No	$.0045 Black /.04 Color	$0.00		
Konica Minolta	C759	75	Fax-Floor Stapling-Finisher-Large Capacity Tray			No	$.0045 Black /.04 Color	$0.00		
Konica Minolta	C759	75	Fax-Floor Stapling-Finisher-Large Capacity Tray			No	$.0045 Black /.04 Color	$0.00		
Konica Minolta	C759	75	Fax-Floor Stapling-Finisher-Large Capacity Tray			No	$.0045 Black /.04 Color	$0.00		
Konica Minolta	C759	75	Fax-Floor Stapling-Finisher-Large Capacity Tray			No	$.0045 Black /.04 Color	$0.00		
Konica Minolta	C360i	36	Fax-3 Paper Trays-Inner Finisher			No	$.0045 Black /.04 Color	$0.00		
Konica Minolta	C360i	36	Fax-3 Paper Trays-Inner Finisher			No	$.0045 Black /.04 Color	$0.00		
Konica Minolta	C360i	36	Fax-3 Paper Trays-Inner Finisher			No	$.0045 Black /.04 Color	$0.00		
Konica Minolta	C759	75	Fax-Floor Stapling-Finisher-Large Capacity Tray			No	$.0045 Black /.04 Color	$0.00		
Konica Minolta	C759	75	Fax-Floor Stapling-Finisher-Large Capacity Tray			No	$.0045 Black /.04 Color	$0.00		
Konica Minolta	C759	75	Fax-Floor Stapling-Finisher-Large Capacity Tray			No	$.0045 Black /.04 Color	$0.00		
Konica Minolta	C360i	36	Fax-3 Paper Trays-Inner Finisher			No	$.0045 Black /.04 Color	$0.00		
			PaperCut extension to match RFP-26-03					174.66	$196.80	

Laser Printers

Current Inventory & Usage

Item #	Department	Device Name	Equip #	Model	2024 Usage	
					B/W	Color
34	Police Department	Lexmark	29817	Lexmark	6415	
35	Admin Services	CH-313-Laser	R426952	HP E60155	5796	
36	Utilities	WW-Laser	R426953	HP E60155	23912	
37	Finance Dept	CH-217-Laser	R426954	HP E60155	26771	
38	City Clerk	CH-343-Laser	R426955	HP E60155	15725	
39	Public Works	PW-Garage-Laser	R426956	HP E60155	18498	
40	Public Services	PW-Laser	R426957	HP E60155	54089	
41	Police Department	DFD-Cmdr-Laser	R426958	HP E60155	22255	
42	Parks & Recreation	PR-Laser	R426959	HP E60155	2559	
43	Inspections Dept	CH-133-Laser	R426960	HP E60155	51241	
44	Fire Department	DFD-81-Laser	R426961	HP E60155	39673	

Price Sheet

Brand	Model	PPM	B/W CPP	Color CPP	Replace Yes/No	Monthly Maintenance Cost	New Monthly Lease Cost	New Monthly Purchase to Own Cost
						Flat-Rate Fee/Cost-Per-Click Rate/Combination		
Lexmark	XM3250				No	$0.01		
CH-313-Laser	HP E60155				No	$0.01		
WW-Laser	HP E60155				No	$0.01		
CH-217-Laser	HP E60155				No	$0.01		
CH-343-Laser	HP E60155				No	$0.01		
PW-Garage-Laser	HP E60155				No	$0.01		
PW-Laser	HP E60155				No	$0.01		
DFD-Cmdr-Laser	HP E60155				No	$0.01		
PR-Laser	HP E60155				No	$0.01		
CH-133-Laser	HP E60155				No	$0.01		
DFD-81-Laser	HP E60155				No	$0.01		

Title

RFP/Q-XX-XX

SELECTION COMMITTEE SCORING AND OVERALL RANKING OF SUBMITTALS

Evaluator's Name: Leslie Kirkpatrick Date: 2/26/2026

Evaluator's Signature: *Leslie Kirkpatrick*

	Project Approach	Qualifications & Experience	Customer Service	Price/Cost Proposal		
Points Possible:	30	20	20	30	100	
▼Consultant/Company▼					TOTAL POINTS	RANK
Advanced Business Solutions FL, LLC	12	13	13	14	52	9
Canon U.S.A., Inc.	13	15	17	17	62	6
Clearview Business Solutions, LLC	18	13	15	11	57	8
Dex Imaging LLC	29	20	20	28	97	1
Imagenet Consulting LLC	17	15	10	5	47	11
Kyocera Document Solutions SouthEast, LLC	20	14	15	11	60	7
RDS Team	25	15	15	13	68	5
Ricoh USA	20	18	16	20	74	3
Toshiba Business Solutions	25	17	17	22	81	2
TUI Total Solutions	15	12	10	11	48	10
Xerox Business Solutions	22	18	15	17	72	4

Title

RFP/Q-XX-XX

SELECTION COMMITTEE SCORING AND OVERALL RANKING OF SUBMITTALS

Evaluator's Name: Alberto Civelli

Date: 2/26/26

Evaluator's Signature:

	Project Approach	Qualifications & Experience	Customer Service	Price/Cost Proposal		
Points Possible:	30	20	20	30	100	
▼Consultant/Company▼					TOTAL POINTS	RANK
Advanced Business Solutions FL, LLC	15	15	10	5	45	10
Canon U.S.A., Inc.	20	15	15	10	60	6
Clearview Business Solutions, LLC	20	15	10	20	65	3
Dex Imaging LLC	25	15	10	30	80	1
Imagenet Consulting LLC	20	10	15	5	50	8
Kyocera Document Solutions SouthEast, LLC	10	10	15	15	50	8
RDS Team	10	5	10	15	40	11
Ricoh USA	25	15	10	15	65	3
Toshiba Business Solutions	20	15	10	30	75	2
TUI Total Solutions	25	15	15	10	65	3
Xerox Business Solutions	15	15	10	15	55	7

Title

RFP/Q-XX-XX

SELECTION COMMITTEE SCORING AND OVERALL RANKING OF SUBMITTALS

Evaluator's Name: CINDY BONACCORSY Date: 2-26-26

Evaluator's Signature: Cindy Bonaccorsy

	Project Approach	Qualifications & Experience	Customer Service	Price/Cost Proposal		
Points Possible:	30	20	20	30	100	
▼Consultant/Company▼					TOTAL POINTS	RANK
Advanced Business Solutions FL, LLC	11	15	18	14	58	9
Canon U.S.A., Inc.	19	16	18	20	73	6
Clearview Business Solutions, LLC	20	15	15	19	69	7
Dex Imaging LLC	28	19	18	28	93	1
Imagenet Consulting LLC	10	15	15	8	48	11
Kyocera Document Solutions SouthEast, LLC	24	15	15	8	62	8
RDS Team	23	15	15	21	74	5
Ricoh USA	23	15	15	23	76	3
Toshiba Business Solutions	15	18	15	29	77	2
TUI Total Solutions	15	15	15	11	56	10
Xerox Business Solutions	23	15	15	22	75	4

SELECTION COMMITTEE CONSOLIDATED EVALUATION SCORESHEET

POSTING DATE: February 26, 2026 POSTED BY: Corey McMillen

▼Committee Member▼	Advanced Business Solutions FL, LLC	Canon U.S.A., Inc.	Clearview Business Solutions, LLC	Dex Imaging LLC	Imagenet Consulting LLC	Kyocera Document Solutions SouthEast, LLC	RDS Team	Ricoh USA	Toshiba Business Solutions	TUI Total Solutions	Xerox Business Solutions
Alberto Cirelli	10	6	3	1	8	8	11	3	2	3	7
Cindy Bonaccorsy	9	6	7	1	11	8	5	3	2	10	4
Leslie Kirkpatrick	9	6	8	1	11	7	5	3	2	10	4
TOTAL POINTS	28	18	18	3	30	23	21	9	6	23	15
RANKING	**10**	**5**	**5**	**1**	**11**	**8**	**7**	**3**	**2**	**8**	**4**

***** Motion by Alberto Cirelli, Second by Leslie Kirkpatrick to enter into contract with the top ranked firm [Unanimous vote]:**
Dex Imaging LLC

CITY OF DELAND
Request for Commission Action
April 6, 2026

SUBJECT: Consideration of Resolution authorizing the use of Zoll as a sole source to purchase seven Zoll Autopulses (Grant funded).

DEPARTMENT: Fire

PREPARED BY: Kaitlyn Fischetti, Admin Fire

ATTACHMENTS: Zoll Sole Source Reso, Deland Fire Department AP Sole Source 2.23.2026, Deland Fire Department, City Of - Q-112912 - Version 1, DeLand, City of-FY26-27-Opioid-Contract-Complete

APPROVED BY: Michael Pleus, City Manager, March 31, 2026

SUMMARY/HIGHLIGHT:

The fire department is looking to purchase seven Autopulse devices from Zoll Medical Group for ALS use in our department. These devices will be purchased using the Opioid Grant that we received from Volusia County and will be utilizing a sole source letter provided by Zoll.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Community Safety

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The total for the seven devices is $188,085.85 and will be covered by a grant. There is a zero-dollar impact on the department. The grant revenue and expenditures will be included in a future budget amendment to be presented for approval to the City Commission.

RECOMMENDATION:

The Fire Department recommends the commission adopt a Resolution authorizing the use of Zoll as a sole source for the purchase of seven Autopulse devices with the Opioid Abatement Grant the department received.

BACKGROUND/DISCUSSION:

The Zoll Autopulse is a mechanical CPR device that provides continuous CPR in cardiac arrest patients. The Autopulse can be applied to virtually all adult cardiac arrest patients to provide continuous and appropriate CPR which ultimately improves patient survival rates. By applying this device, our medics will be able to perform other necessary medical tasks on the patient. These devices will help improve our ALS service to our community.

RESOLUTION NO. 2026 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AUTHORIZING A SOLE SOURCE PURCHASE OF AUTOPULSE DEVICES FROM ZOLL MEDICAL CORPORATION WITH THE OPIOID ABATEMENT GRANT RECEIVED FROM VOLUSIA COUNTY; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of DeLand Fire Department will utilize the Zoll AutoPulse and AutoPulse NXT non-invasive cardiac support devices for ALS use in its department; and

WHEREAS, the Fire Department needs to use the Zoll brand because the Fire Department already has in place Zoll brand monitors and the AutoPulse devices need to communicate with the monitors, and no other manufacturer's devices will communicate with the Fire Department's monitors; and

WHEREAS, Zoll Medical Corporation is the only company that manufactures and market these Zoll branded devices that will communicate correctly with the Fire Department's existing monitors.

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

Section 1. The City Commission of the City of DeLand hereby authorizes the sole source purchase of autopulse devices from Zoll Medical Corporation, as outlined in the attached Zoll Quote No Q-112912, using the Opioid Abatement Grant funding received from Volusia County, and the City Manager is hereby authorized to executed the aforesaid quote and otherwise cause a purchase order to be issued for the said devices.

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

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

PASSED AND DULY ADOPTED this 6th day of April, 2026.

_____
Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

_____
Dale Arrington
Interim City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind

City Attorney

ZOLL
an Asahi Kasei company

269 Mill Road
Chelmsford, MA 01824
978.421.9655 (main)
978.421.0015 (fax)
zoll.com

February 23, 2026

Matt Dyer
CFO, CEMSO
DeLand Fire Department
333 W Howry Avenue
DeLand, Florida 32720

Dear Matt:

Thank you for your interest in the AutoPulse and AutoPulse NXT® Non-invasive Cardiac Support Pump, a revolutionary new resuscitation system that offers the promise of normal blood flow during sudden cardiac arrest.

Please be aware that ZOLL® Medical Corporation is the only company that manufactures and markets the AutoPulse and AutoPulse NXT. No other organization is authorized to sell the product in the United States. Further, there are no other devices on the market today that can mimic the AutoPulse's unique mechanism of action and achieve its unprecedented clinical results.

Lastly, no vendor or dealer is authorized to provide warranty or service.

Should you have any questions or require additional information please contact me at contracts@zoll.com.

Sincerely,

Jody Podgurski

Jody Podgurski
Manager - Direct Contracts

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Quote No: Q-112912 Version: 1

Deland Fire Department, City Of
343 West Howry Avenue
Deland, FL 32720

ZOLL Customer No: 118275

Matt Dyer
3866247342
dyerm@deland.org

Quote No: Q-112912
Version: 1

Issued Date: February 20, 2026
Expiration Date: March 31, 2026

Terms: Net due in 30 days

FOB: Destination

Freight: Free Freight

Prepared by: Jordan Byars
EMS CPR Territory Manager
jordan.byars@zoll.com

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	CH-11644	8700-001003-01	**AutoPulse NXT Starter Kit - EMS** Includes: AutoPulse NXT Platform, AutoPulse NXT Charger, AutoPulse NXT Lithium Batteries (2), AutoPulse NXT Bands (3 pack), AutoPulse NXT QuickCase, AutoPulse NXT Shoulder Restraint	4	$23,204.00	$22,057.72	$88,230.88
2	CH-11644	8700-001070-01	**AutoPulse NXT Platform** Includes: AutoPulse NXT Platform, 1 year factory warranty.	3	$17,286.00	$16,432.07	$49,296.21
3		8700-001012-01	**AutoPulse NXT Lithium Battery**	9	$1,542.00	$1,467.06	$13,203.54
4		8700-001090-01	**AutoPulse NXT Bands (3 Pack)**	3	$399.00	$379.26	$1,137.78
5		8700-001018-01	**AutoPulse NXT QuickCase**	3	$813.00	$773.22	$2,319.66
6		8700-001017-01	**AutoPulse NXT Shoulder Restraint**	3	$90.00	$85.26	$255.78
7		8778-890044-WF-NXT	**AutoPulse NXT Worry-Free Service Plan - 4 Year On-Site At Time of Sale** Includes: Preventive maintenance per ZOLL's recommendation, Repairs: Parts and labor per ZOLL Limited Product Warranty, and minimum service fee waived, and Accidental damage coverage (see below). Shipping and use of a Service Loaner upon request during device service, no charge shipping. Service Plan is a continuation of ZOLL Limited Product Warranty. Accidental damage guidelines can be found in the ExpertCare Service Plan Terms and Conditions on the ZOLL website.	7	$6,000.00	$4,806.00	$33,642.00

Subtotal: $188,085.85

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Deland Fire Department, City Of
Quote No: Q-112912 Version: 1

Total: **$188,085.85**

Contract Reference	Description
CH-11644	Reflects GPO NPP; Cont PS20200 (EXT3) - Contract No. PS20200 EXT3 contract pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in NPP 2020 - Contract No. PS20200 EXT3 shall apply to the customer's purchase of the products set forth on this quote.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at https://www.zoll.com/terms-and-conditions-of-sale, for software products can be found at https://www.zoll.com/software-legal, and for ExpertCare Service Plans can be found at https://www.zoll.com/ExpertCare-Service-Terms. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on March 31, 2026. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL web store.

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Deland Fire Department, City Of
Quote No: Q-112912 Version: 1

Order Information (to be completed by the customer)

[ ] Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

[ ] Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

[ ] Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

[ ] No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Deland Fire Department, City Of
Authorized Signature:

_____

Name: _____

Title: _____

Date: _____

County of Volusia
Housing and Grants Administration
Opioid Abatement Funding Program Agreement

This Agreement is made and entered into between THE COUNTY OF VOLUSIA, a political subdivision of the STATE OF FLORIDA, hereinafter referred to as "THE COUNTY", and "THE CITY OF DELAND" hereinafter referred to as "RECIPIENT".

NOW, THEREFORE, in consideration of the mutual understanding and Agreements set forth herein, the County and Recipient agree and stipulate as follows:

I. Term

The term of this agreement shall be for the period commencing November 18, 2025 and extending through November 17, 2026.

II. Services

Funds must be used for the activities, services, and purposes described in the Scope of Service included in Attachment 1, and achieving the outcomes as defined in the Program Logic Model included in Attachment 1 of this contract. Any other use of funds must be specifically approved by the County in writing.

III. Agency Information

The agency must provide availability of the following items for review by the Community Assistance Division:

~~a. Administrative~~
- ~~i. Articles of Incorporation, if applicable~~
- ~~ii. Agency By-Laws, if applicable~~
- ~~iii. Board roster with date of appointment to Board and term, if applicable~~
- ~~iv. Board meeting schedule, if applicable~~
- ~~v. Board meeting minutes for the last twelve months, if applicable~~
- ~~vi. Copies of monitoring reports within the last 12 months from any other funding sources~~

~~b. Regulatory Compliance~~
- ~~i. Copy of Florida Corporate Registration, if applicable~~
  - ~~1. Certificate of Good Standing from the Division of Corporations~~
- ~~ii. Proof of registration with Florida Department of Agriculture and Consumer Affairs for Solicitation of Contributions~~
- ~~iii. IRS Form 941 with proof of payment of withholding taxes for most recent calendar quarter, if applicable~~
- ~~iv. Most recent IRS Form 990, if applicable~~
- ~~v. All legally required licenses~~
- ~~vi. IRS Determination letter identifying classification, if applicable~~
- ~~vii. Federal Employer ID statement/letter~~
- ~~viii. Fire Inspection Certificates for all program sites (city or county fire departments only)~~

ix. ~~Health Inspection certificates if applicable~~
x. ~~Proof of current general liability insurance~~
xi. ~~Proof of current workers' compensation insurance~~
xii. ~~Proof of current vehicle insurance if applicable~~
xiii. ~~Proof of current volunteer insurance if applicable~~

c. ~~Internal Control/Financial Management~~
i. ~~Written financial policies and procedures~~
ii. ~~Written accounting procedures~~
iii. ~~Proof of adequate financial accounting system~~
iv. ~~Reconciled bank statements for most recent calendar quarter~~
v. ~~Verification of accounting records for all income and expenses attributed to the County of Volusia for invoices, receipts and any justification for expended funds.~~
vi. ~~Approved budget for each program funded by the County of Volusia~~
vii. ~~Most recent audit or Board approved financial statement~~
viii. ~~Auditor's Management Letter, if applicable~~
ix. ~~Agency's response to Management Letter for corrective action, if required~~
x. ~~Policy detailing who is authorized to sign checks~~
xi. ~~Policy or procedure defining who is authorized to purchase materials and services on behalf of the agency~~
xii. ~~Policy or procedure defining who is authorized to utilize credit/debit cards~~
xiii. ~~Policy or procedure for reimbursement of employee job-related expenses (e.g. travel)~~
xiv. ~~Policy or procedure for management of petty cash funds~~

d. ~~Staffing/Personnel~~
i. ~~Organizational chart identifying positions and lines of authority~~
ii. ~~Job descriptions which define the duties and qualifications for each approved position specific to the program funded by the County of Volusia~~
iii. ~~Policy or procedure for written performance appraisal and pay increases~~
iv. ~~Availability of timesheets for employees for most recent calendar quarter~~
v. ~~Documentation of volunteer hours for most recent calendar quarter~~
vi. ~~Florida Department of Law Enforcement background screens on all employees working with children~~

e. ~~Program Requirements and checklist~~
i. ~~Copies of program and/or service records for most recent calendar quarter~~
ii. ~~Collection and reporting of program and/or service data as defined in Attachment 1~~
iii. ~~Proof of program success (positive outcome)~~

For governmental organizations:

a. Administrative
i. Commission roster with date of election and term
ii. Commission meeting schedule
iii. Commission meeting minutes for the last twelve months
iv. Copies of monitoring reports within the last 12 months from any other funding sources

b. Regulatory Compliance
i. Copy of Resolution approving acceptance of funds from Opioid Abatement Funding Program, if applicable
ii. Federal Employer ID statement/letter
iii. Fire Inspection Certificates for all program sites (city or county fire departments only)
iv. Health Inspection certificates, if applicable
v. Proof of current general liability insurance or self-insurance

vi. Proof of current workers' compensation insurance or self-insurance
vii. Proof of current vehicle insurance or self-insurance
viii. Proof of current volunteer insurance or self-insurance

c. Internal Control/Financial Management
   i. Written financial policies and procedures
   ii. Written accounting procedures
   iii. Proof of adequate financial accounting system
   i. Verification of accounting records for all income and expenses attributed to the County of Volusia for invoices, receipts and any justification for expended funds.
   iv. Approved budget for each program funded by the Opioid Abatement Funding Program
   v. Most recent Commission approved budget
   vi. Auditor's Management Letter, if applicable
   vii. Agency's response to Management Letter for corrective action, if required

d. Staffing/Personnel
   i. Organizational chart identifying positions and lines of authority
   ii. Job descriptions which define the duties and qualifications for each approved position specific to the program funded by the Opioid Abatement Funding Program
   iii. Policy or procedure for written performance appraisal and pay increases
   iv. Availability of timesheets for employees for most recent calendar quarter
   v. Documentation of volunteer hours for most recent calendar quarter
   vi. Florida Department of Law Enforcement background screens on all employees working with children

e. Program Requirements and checklist
   i. Copies of program and/or service records for most recent calendar quarter
   ii. Collection and reporting of program and/or service data as defined in Attachment 3
   iii. Proof of program success (positive outcome)

IV. Fiscal Responsibility

RECIPIENT agrees to make the following available and open to inspection, review, and/or audit by the County at reasonable times and under reasonable conditions; and,

a. To maintain books, records and documents in accordance with general accepted accounting procedures and practices which accurately and appropriately reflect all expenditures of funds.
b. To maintain all financial records and supporting documentation.
c. To maintain and file with the County, in a timely manner, reports related to services provided under this Agreement.
d. To submit quarterly reports 30 days following the end of the quarter.

V. Program/Financial Monitoring

RECIPIENT agrees to provide program and/or service and financial information in such format and at such times as may be prescribed by the County and cooperate with on-site financial and program monitoring with County staff. County staff will perform site visits and other on-site monitoring, via various methods, including, but not limited to, accessing sites, reviewing RECIPIENT's staff, fiscal, business, and client records and logs and the provision of related information. If the County conducts a monitoring visit of the RECIPIENT's site, the County should submit any concerns or issues arising from such visit to the RECIPIENT in writing no later than fifteen (15) business days following such visit.

The RECIPIENT will have thirty (30) business days upon RECIPIENT's receipt of notification of the County's concerns or issues to provide corrective action to open monitoring issues. If satisfactory resolution of monitoring issues is not provided within 30 business days, all payments from the County

will be suspended. If satisfactory resolution of monitoring issues is not provided within 60 business days, the County shall recommend termination of contract to County management. The standard threshold of the Purchasing Department with regard to termination of contracts will be observed.

VI. Confidential Information

RECIPIENT may not use or disclose any information including social security numbers, which specifically identifies a recipient of services under the Agreement, except as may be necessary to implement items III and IV listed above, and for any purpose not in conformity with federal, state, or local law and related regulations, except on written consent of the recipient or his responsible parent or guardian where authorized by law. RECIPIENT shall maintain the confidentiality of any information in RECIPIENT's possession, which is deemed confidential or otherwise exempt pursuant to Florida's public records laws.

VII. Payment

All payments under this Agreement are subject to the availability of sufficient funding. The County shall make quarterly payments to the Recipient, unless, in the County's sole discretion, the County determines otherwise. All payments by the County shall be governed by the applicable provisions of Article VII of Chapter 218, Florida Statutes (*i.e.*, the Local Government Prompt Payment Act). Payment requests received that do not include all necessary or required information will be considered improper and will be rejected. The Recipient will be notified of any improper payment requests and the corrective action needed for resubmission. All payments and disbursements will also be subject to and/or contingent upon the following to be classified as a proper invoice:

a. Receipt by the County of the following items and information:
    i. Funding Request
    ii. Program Financial Report
    iii. Program or Service Information Report
    iv. Any supporting program and financial information as requested.
b. The County at its sole discretion reserves the right to continue, suspend, or terminate payments; or withhold funding if services provided under this Agreement by the RECIPIENT or its subcontractors have been interrupted or discontinued.

QUARTERLY DISBURSEMENT AND REPORTING SCHEDULE			
Service Months	**Funding Request Due Date**	**Program Financial Report Due Date**	**Program Data Report Due Date**
Nov/Dec 2025	1/31/2026	1/31/2026	1/31/2026
Jan/Feb/Mar 2026	4/30/2026	4/30/2026	4/30/2026
Apr/May/Jun 2026	7/31/2026	7/31/2026	7/31/2026
Jul/Aug/Sep 2026	10/31/2026	10/31/2026	10/31/2026
Oct/Nov 2026	12/31/2026	12/31/2026	12/31/2026
	Total Award	**$188,244.00.**	

I. Return of Funds

If RECIPIENT violates any terms of the Agreement; becomes insolvent; files a petition for bankruptcy (voluntarily or involuntarily); or is subjected to a criminal or civil investigation by a state or federal agency for fraud, theft, crimes of dishonesty, or moral turpitude:

a. RECIPIENT shall transfer to the County any grant funds in its possession at the time of expiration or termination, any accounts receivable attributable to the use of the funds, and any funds that could be classified as grant proceeds.
b. The County, in its sole discretion, retains the right to withhold, terminate, suspend, or reduce any disbursements of grant funds on a temporary or permanent basis.

RECIPIENT shall return to the County any overpayment of unearned funds or any other payment of funds disallowed by the agreement that were disbursed or otherwise paid to the RECIPIENT by the County.

II. Special Situations

RECIPIENT agrees to provide written notice to the County within five (5) business days of the RECIPIENT's becoming aware of any circumstances or events that may reasonably be considered or believed to jeopardize RECIPIENT's capability to continue to meet its obligations under the terms of this Agreement. The County may terminate this Agreement, or implement any lawful action that is in the best interest of the County when warranted by situations that suggest the occurrence of fraud, misfeasance, or malfeasance on the part of the RECIPIENT or any of its principals or employees, or any situation in which the ability of the RECIPIENT to continue to provide services pursuant to this Agreement is jeopardized or placed at risk.

III. Local Government Requirements

a. The RECIPIENT certifies that it maintains a code or standards of conduct that govern the performance of its officers, directors, employees, or agents engaged in the awarding and administration of contracts using County grant funds.
b. Except for the use of funds to pay for salaries and other related administrative or personnel costs, the RECIPIENT certifies that no employee, agent, or officer of the RECIPIENT, who exercises decision-making responsibility and does not provide direct services to clients with respect to grant funds of the County and the activities related thereto, is allowed or otherwise permitted to obtain a financial interest in or benefit in the Program Description and Outcomes (hereinafter "Program") and activities referred to in Attachment 1, or have a financial interest in any contract, subcontract, or agreement regarding or concerning the Program or its activities or in the proceeds of the Program or its activities. Specifically:
    i. This requirement applies to any person or entity who is an employee, agent, consultant, officer, or elected or appointed official of the County, designated public agency, or RECIPIENT; and any such person's immediate family
    ii. The requirement applies for such persons or entities during their tenure and for a period of one (1) year after leaving the RECIPIENT organization
c. Indemnification. The RECIPIENT shall, at its own expense, hold harmless, defend, and indemnify the County, the funding agency providing the funding to the Program under this Agreement, and their officers, agents, and employees from and against any and all claims, actions, lawsuits, losses, expenses, injuries, damages, judgments, or liabilities of any kind whatsoever that arise from the RECIPIENT's performance or non-performance of the terms of this Agreement.

d. Notwithstanding anything set forth in this Agreement to the contrary, nothing in this Agreement may be deemed as a waiver of the immunity or limits of liability of the County beyond any statutory limited waiver of sovereign immunity or limits of liability (Section 768.28, Florida Statutes), which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement may inure to the benefit of any third party for the purpose of allowing any claim against the Purchaser, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

e. In no event may the County or the funding agency providing funding to the Program under this Agreement be liable to RECIPIENT for any incidental, indirect, special, punitive, or consequential damages, regardless of whether the County knew or should have known about the possibility of such damages arising under any provision of this Agreement.

f. RECIPIENT shall, at its own expense, defend, indemnify and hold County and the funding agent for the Program and their agents, officials, including elected officials and employees of County, harmless from and against all liabilities, claims, demands, actions, causes of action, losses, damages, costs and expenses (including reasonable attorneys' fees) which may arise under any cause of actual or claim whatsoever in contract or tort (including personal injury/death, fraud, and damage to tangible property) to the extent caused by the acts or omissions of the RECIPIENT.

g. RECIPIENT shall further indemnify, defend, and hold the County and the funding agent for the Program harmless from any and all claims and actions from RECIPIENT's Subcontracts for Services and Work provided by Subcontractors for RECIPIENT under this Agreement.

h. This Agreement is governed by the laws of the State of Florida and the Code of Ordinances of the County of Volusia, Florida.

i. PUBLIC RECORDS. Public Records Law. Pursuant to § 119.0701(2)(a), Florida Statutes, the County is required to provide Recipient with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT 386-736-5955, communityassistance@volusia.org, by mail, Community Assistance Division, Attn: Public Records Custodian, 110 W. Rich Ave., DeLand, FL 32720.

By entering into this Agreement, Recipient acknowledges and agrees that any records maintained, generated, received, kept in connection with, or that are related to the performance of services provided pursuant to this Agreement are public records subject to the public records disclosure requirements of § 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Recipient entering into a contract with the County is required to:

i. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Agreement.

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

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion or termination of the Agreement if the Recipient does not transfer the records to the County.

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

Requests to inspect or copy public records relating to the County's Agreement must be made directly to the County. If Recipient receives any such request, Recipient shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Recipient of such request, and the Recipient must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Recipient acknowledges that any failure to provide the public records to the County within a reasonable time may be subject to penalties under § 119.10, Florida Statutes. Recipient further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Recipient shall indemnify, defend, and hold the County harmless from and against any and all claims, damages awards, and causes of action arising from the Recipient's failure to comply with the public records disclosure requirements of § 119.07(1), Florida Statutes, or by Recipient's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Recipient authorizes County to seek declaratory, injunctive, or other appropriate relief against Recipient from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

j. Recipient shall not unlawfully discriminate against any person in Recipient's operations and activities or use or expenditure of the funds or any portion of the funds provided by the County pursuant to this Agreement. RECIPIENT agrees that it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any Services funded by Client, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In determining whether any computer, online, or internet-based services provided by RECIPIENT are ADA compliant, such services will be deemed compliant if they comply with either (1) applicable requirements promulgated and adopted by the U.S. Department of Justice or other appropriate federal agency, or, if there are no applicable federal requirements, (2) at least Web Content Accessibility Guidelines (WCAG) 2.0 AA. In performing under the Agreement, Recipient agrees that it shall not discriminate against any member of the public, employee or applicant for

employment for work under the Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation , or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

k. RECIPIENT acknowledges the County's obligations under Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes (commonly known as the Florida Government in the Sunshine Law), RECIPIENT acknowledges that the County is required to comply with Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes. RECIPIENT agrees to comply with these laws and any other laws related to complying with the Sunshine Law and to assist County in complying with the same as it relates to all aspects of this Agreement.

l. RECIPIENT agrees to maintain such financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. County shall have the right to audit the books, records, and accounts of RECIPIENT that are directly related to this Agreement. RECIPIENT shall keep all such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. RECIPIENT shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts must be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to RECIPIENT's records, RECIPIENT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of their federal or state law shall be violated by RECIPIENT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

m. Any legal notice or other communication required or permitted to be made or given by either party pursuant to this Agreement must be in writing, in English, and will be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of the notice is promptly sent by another means specified in this section; or (iii) when delivered if delivered personally or sent by express courier service. All notices must be sent to the other party at its address as set forth below or at such other address as the party may specify in a notice given in accordance with this section:

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County of Volusia:		**With a copy of legal notices to:**	
Agency:	**County of Volusia**	**Agency:**	**County of Volusia**
Attention:	**Brad Burbaugh** **Community Services Director**	**Attention:**	**County Attorney**
Address:	**123 W. Indiana Ave.** **DeLand, Florida 32720**	**Address:**	**123 W. Indiana Ave. Room 300** **DeLand, FL 32720**
Phone:	**386-943-7029**	**Phone:**	**386-736-5990**
Fax:	**386-740-5101**	**Fax:**	**386-736-5990**
In the case of RECIPIENT:		**With a copy of legal notices to:**	
Agency:	**City of DeLand**	**Agency:**	**DeLand Fire Department**
Attention:	**Michael Pleus**	**Attention:**	**Todd Allen**
Title:	**City Manager**	**Title:**	**Fire Chief**
Address:	**120 S. Florida Ave** **DeLand, Florida 32720**	**Address:**	**343 W. Howry Ave** **DeLand, Florida 32720**
Phone:	**(386) 626-7107**	**Phone:**	**(386) 626-7328**
Fax:	**N/A**	**Fax:**	**N/A**
E-mail:	**PleusM@DeLand.org**	**E-mail:**	**AllenT@DeLand.org**

n. Each party shall act in good faith in the performance of its respective responsibilities under this Agreement and will not unreasonably delay, condition, or withhold the giving of any consent, decision, or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under this Agreement.

o. By entering into this Agreement, RECIPIENT and County hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the parties of this Agreement.

p. If any provision of this Agreement is for any reason determined by a court, tribunal, or administrative body of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, any remaining provisions are deemed to be severable and will continue to be in full effect and enforceable to the extent feasible, unless County or RECIPIENT elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final. Prior to terminating this Agreement, the parties may agree to substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.

q. This Agreement may not be assigned, transferred, or encumbered by RECIPIENT unless authorized by the County in writing as a modification to this Agreement.

r. This Agreement and the attached exhibits and amendments thereto constitute the full and complete understanding between the parties as to the nature and terms of this Agreement, and no oral representations outside of this Agreement or any duly executed amendment, addendum, or exhibit hereto will have any binding effect whatsoever.

IV. Reporting and Record Requirements

a. RECIPIENT shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or County, any RECIPIENT will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or County. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or County.

b. RECIPIENT shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State or County, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

c. At all reasonable times for as long as records are maintained, persons duly authorized by the State or County auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.

d. A financial and compliance audit shall be performed annually by the County and be provided to the State.

e. RECIPIENT shall comply and cooperate immediately with any inspections, reviews, investigations or audits deemed necessary by The Office of the Inspector General (Section 20.055 Florida Statute) or the State.

f. No record may be withheld, nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

g. If applicable, RECIPIENT shall enroll in the State of Florida Opioid Data Management System (ODMS), FTP ShareFile server, complete prescribed training and submit Electronic Data Interchange (EDI) 837 Files to the State.

V. Subcontractors

The RECIPIENT, or its representatives shall not subcontract, assign, or transfer any work not identified and described in Attachment 1 as work intended to subcontract under this Contract without the written approval of the County. This Agreement may not be changed or modified except by written instrument signed by all Parties. The RECIPIENT shall remain liable for the proper performance and completion of all work and other services required hereby, including supervision and administration of all collaborating personnel, firms and companies, and including any errors and omissions.

VI. Termination

This Agreement may be terminated by either party, with or without cause, before County funds are obligated, upon no less than thirty (30) days written notice delivered to the other party, or at the option of the County immediately, in the event that the RECIPIENT through its course of conduct fails to fulfill or repudiates any of the terms, understandings, or covenants of this Agreement.

SIGNATURE

IN WITNESS WHEREOF, the COUNTY and the RECIPIENT have executed this Agreement.

Executive Official	**Date**
Board Chair/President, if applicable	**Date**
Brad Burbaugh, Community Services Director **County of Volusia**	**Date**

Attachment 1

County of Volusia

Opioid Abatement Funding Program

Application

Volusia County Community Assistance

110 West Rich Avenue

DeLand, Florida 32720

386-736-5956 ext. 12979

mfox@volusia.org

City of DeLand

Applicant Name

Application Checklist

Input initials to certify the application is complete and all required documents have been submitted with the application.

Initials of Primary Contact or Representative	Required Documentation
MD	Applicant Information
MD	Completed Application
MD	Certification of Application
N/A	Attachment 1: Naloxone Distribution, if applicable
MD	Agency's most recent Independent Financial Audit Report
MD	Auditor's Management Letter, if applicable
MD	Agency's response to Management Letter for corrective action, if required
MD	Current financial balance sheet
MD	Current profit and loss statement
N/A	***Non-profits Only:*** Most recently filed IRS 990
N/A	***Non-profits Only:*** IRS 501(c)(3) Determination Letter

Eligibility Screening

Input initials to certify each eligibility criteria has been met.

Initials of Primary Contact or Representative	Eligibility
MD	The applicant meets criteria for operation in Volusia County
MD	The proposal is within the scope of the Volusia County Opioid Abatement Plan
MD	The proposal will expand, enhance or create a new program or service addressing the opioid crisis
MD	The proposal does not include ineligible costs
MD	The proposal meets the term and funding request amount requirement
MD	The applicant will attend the evaluation meeting of the Opioid Abatement Advisory Board on 8/13/2025

Applicant Information

Name of Applicant:	City of DeLand Fire Department
Primary Contact Name:	Matt Dyer
Primary Contact Title:	Division Chief - EMS
Phone Number:	(386) 626-7342
Email Address:	Dyerm@DeLand.org
Certifying Representative Name:	Chris Cloudman
Certifying Representative Title:	Mayor
Phone Number:	386-626-7105
Email Address:	Cloudmanc@DeLand.org
Funding Request Amount:	$188,244.28
Funding Term (1 or 2 years):	1 year
Additional Leveraged Funds	DeLand city funds as approved by commission
Total Estimated Cost:	$188,244.28

Section 1 - Agency Overview (10 Points)

1.1 - Organizational Stability

1) Does the agency have an organizational chart or description identifying positions and lines of authority?

Yes

2) Does the agency maintain a formal, written succession plan for key leadership positions?

Yes

3) Has the agency maintained the same leadership team without major turnover for the past two years?

Yes

4) Does the agency have a policies and procedures manual in place with clearly defined staff operational guidelines?

Yes

5) Does the agency have job descriptions which define the duties and qualifications for each position specific to the proposed program or service?

Yes

6) Does the agency have policies and procedures for written performance appraisal and pay increases?

Yes

7) Does the agency regularly conduct and document staff performance evaluations?

Yes

8) Is the agency's staff turnover rate at or below the industry average?

Yes

9) Does the agency maintain a formal quality improvement process that is reviewed at specific intervals?

Yes

10) Is the agency in compliance with all relevant regulatory bodies?

Yes

1.2 - Financial Oversight

1) Does the agency have written financial policies and procedures?

Yes

2) Does the agency have written accounting policies and procedures?

Yes

3) Does the agency have written procurement or purchasing procedures?

Yes

4) Does the agency have written policies or procedures for the management of petty cash funds?

Yes

5) Does the agency have written policies or procedures defining who is authorized to utilize credit/debit cards?

Yes

6) Does the agency have written policies or procedures for reimbursement of employee job-related expenses?

Yes

7) Does the agency employ a qualified financial professional (CFO, Finance Director, etc.) to oversee financial operations?

Yes

8) Does the agency have an independent audit on an annual basis?

Yes

9) Has the agency's financial audit been completed without material findings within the past three years?

Yes

10) Has the agency maintained a balanced budget for the past three fiscal years?

Yes

11) Does the agency maintain a formal process for evaluating the financial impact of new programs or initiatives?

Not Applicable

12) Has the agency secured any new funding sources in the past 12 months?

No

13) Is the agency's accounting system and account structure able to separately track opioid abatement settlement funds?

Yes

1.3 - Background

Provide the agency's mission, a background of the agency's organizational history, an overview of the services your agency currently provides in Volusia County, and evidence that the agency has operated in Volusia County for at least two years.

It is the mission of the DeLand Fire Department to provide our citizens and visitors with the highest level of life safety and property protection available. The department was established in 1883 using horses and volunteers for fire responses. In 2022, the department received its advanced life support license from the State of Florida allowing the department to provide advanced life support treatment and care. The department currently provides advanced life support, fire suppression, technical rescue, and fire prevention programs and services to residents and visitors of the city and Volusia County.

The DeLand Fire Department is the longest standing fire department in Volusia County and has operated continuously since its inception. The department has grown from the early days of using horse drawn carriages and volunteers to respond to fire incidents to the current day of 54 operations personnel and 10 administration personnel. The department's infrastructure has expanded to include three fire stations and a fleet that includes three front-run engines, one tower aerial apparatus, and a heavy rescue/technical rescue unit.

Section 2 - Experience (10 points)

2.1 – Performance

1) Does the agency possess experience within the intended scope of work?

Yes

2) Has the agency demonstrated consistent achievement of outcomes over the past three years?

Yes

3) Has the organization exceeded key performance targets in the past year?

Yes

4) Does the agency have documented evidence of positive client or participant outcomes from the past two years?

Yes

5) Has the agency successfully completed all grant deliverables on time for the past two years?

Yes

6) Has the agency maintained compliance with all funder requirements across past grants and contracts?

Yes

7) Has the agency successfully implemented a significant programmatic or operational change within the past three years?

Yes

8) Have any of the agency's programs completed independent evaluation in the past three years?

Yes

9) Has the agency received recognition or awards for program performance in the past two years?

Yes

10) Is client or participant feedback systematically collected and incorporated into program evaluation and improvements?

Yes

Section 3 - Plan (40 points)

3.1 – Scope of Service

Provide a detailed description of the proposed program, project or service and how the activities and services will meet the identified need of the proposal.

The DeLand Fire Department recognizes the need for hands-free CPR devices to stay at the forefront of emergency medical care. Cardiac arrest events, often resulting from cardiac disease, opioid overdoses, or respiratory failure require a more effective solution to improve survivability. The department has acknowledged the need to upgrade our patient care during a cardiac arrest by upgrading to hands-free CPR. The enhanced technology and patient care of hands-free CPR ensures continuous CPR with quick deployment and less patient care errors. The Autopulse device is designed to accommodate a wide range of patient sizes and weights. The hands-free CPR device will allow for a more seamless and efficient application of CPR in critical moments. This thought process is currently being taught by the American Heart Association (AHA) in their respective disciplines through proven scientific research referred to as a pit crew mentality.

Hands-Free CPR devices, like the Zoll Autopulse, have been proven to deliver accurate and consistent compressions during both short and long-term care for patients experiencing cardiac arrest. It has been documented through many studies that hands-free CPR improves the survivability rate of a cardiac arrest event.

There will be a seamless integration between the new Autopulse devices and our current Zoll cardiac monitors, as well as Zoll's cloud software. This connectivity and integration will allow for access to real-time call data, allowing us to continuously refine our practices and improve patient outcomes. By investing in the new technology, the DeLand Fire Department will remain at the forefront of emergency medical care, ensuring that we are always ready to respond with the best tools, equipment, and practices available.

3.1 – Scope of Service

Complete the following Scope of Service outline.

Proposed Purpose

1	Enhanced patient care by providing hands-free CPR
2	Increase future knowledge by enhancing quality assurance data collection
3	Improve patient care and increase percentage of cardiac arrest events that result in a return of spontanious circulation
4	
5	

Service(s) to be provided

1	Hands free CPR during cardiac arrest
2	Training to providers on maintenance and application of the device
3	Improved quality assurance feedback to improve cardiac arrest response and care
4	
5	

3.1 – Scope of Service

Scope of Service outline (Continued)

Strategies

1	Increasing survivability during cardiac arrest of our patients
2	Improved and enhanced operation efficiency during cardiac arrest events
3	Provide quality assurance data to our memebers
4	Increased safety for crew memebers while decreasing the risk of compression related injuries for patients
5	

Goals and Objectives

1	Goal - Outfit each apparatus to provide hands free CPR to patients Objective - Acquire number needed and purchase Objective - Provide accessories needed to each platform
2	Goal - Initial and on-going training Objective - Manufacturer supported initial hands on training for each shift Objective - Department supported on-going hands on and classroom training for each shift
3	Goal - Maintain and improve patient outcomes Objective - Provide data through equipment and software Provide one-on-one or crew quality assurance outcomes
4	Goal - Ensure long term sustainment of platform Objective - Technical and maintenance support provided Objective - Replacement plan for batteries, straps, and other accessories
5	

3.2 - Initiatives

Complete the following Program Logic Model

Inputs	Activities	Outputs	Outcomes
Funding: Anticipated cost for equipment, maintenance, and spare batteries: $188,244.28	Research: Evaluated efficacy of ZOLL Medical Autopulse devises based on clinical studies and case reports.	Devices Aquired: Delivery of 7 units anticipated after October 1, 2025 for immediate training and deployment into the field for use.	Short Term: Enhanced knowledge and skills in hands-free CPR among Fire Department personnel evidenced by increased rates of ROSC.
Personnel (60): -Fire/EMS, administration, logistics involved in the operations, maintenance, and purchasing for unit use/upkeep.	Procurement: -Purchase of 7 units, batteries, chargers and equipment planned for August, 2025.	Training Sessions Conducted: -Initial training with Zoll staff for all three shifts, two sessions daily, totaling 6 training sessions. Ongoing training throughout the year and annually. If needed, more training will be conducted by department personnel to ensure that everyone has received training and is proficient on the Zoll Autopulse devices. 61 EMT and paramedic certified operations and administrative personnel will receive training on CPR devices.	Medium Term: -Improved response times and enhanced effectiveness of CPR and prehospital ROSC rates during cardiac arrest events.
Partnership: -Continue a working partnership with Zoll Medical for the training, maintenance, and continuing education to enhance effective use of units.	Training: -Zoll Medical representative conducting initial on site training of device use and maintenance. Continued training through department EMS division.	Public Awareness Campaigns: -Media/Social media outreach upon training and placing of units in service. Mention and demonstrate during public education events. The agency will reach 8,000 through public awareness initiative via media, social media and public	Long Term -Continuing higher prehospital ROSC and survival rates for patients who experience a cardiac arrest event.
Training Resources -Zoll Medical, Volusia County EMS Protocols, AHA Guidelines, Department EMS division personnel, Quality Assurance feedback	Community Outreach: -Use of media/social media/community events to demonstrate units and appropriate use.	64 cardiac arrest events from January 1, 2024 to December 31, 2024 including overdose related cardiac arrest. ROSC was achieved in 20 of these arrests. 32 cardiac arrests in January 2025 - June 2025 with 10 ROSC	Increased rates of ROSC. Hands free CPR devices can produce a result as high as 41% ROSC compared to a rate of 26% for manual CPR.
.	.	.	.

3.2 - Initiatives

Program Logic Model (Continued)

Inputs	Activities	Outputs	Outcomes
.	.	.	.
.	.	.	.
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.	.	.	.

3.3 - Implementation

Describe the agency's plan to implement the program, project or service to include key dates and milestones, evidence that the agency is able to implement the program on a reimbursement basis and complete the program within the requested term.

The department has a comprehensive plan for obtaining, training and implimenting the Zoll autopulse hands-free devices. The implimentation timeline is below:

May 2025 - Evaluate, price and complete preliminary agreement

June 2025 - Apply for opioid funding

July/August 2025 - Complete purchase of Autopulse hands-free devices

September/October 2025 - Conduct hands on training with Zoll representative

September/October 2025 - Receive equipment and impliment its use in field applications after training is complete

October 2025 - TBD - Monitor device use and and ensure quality data reporting and quality assurance with all department operations personnel. Impliment any needed changes or improvements as indicated by data and quality assurance.

3.4 – Budget

Provide a brief narrative detailing the costs related to the proposal and complete the following budget worksheet.

The department is requesting funding for the purchase of seven (7) Zoll Autopulse hands-free CPR devices. The cost associated with this program improvement include the devices, warranty and maintenance plans, and additional batteries to ensure constant operational readiness. After the initial purchase of the devices, all additional funding required for the new equipment will be absorbed by the department's annual budget.

A total funding amount of $188,244.28 is being requested by the department. This funding total includes 7 Autopulse devices with cases and shoulder restraints, CPR bands, and 4 battery chargers totaling $145,493.74. The department is also requesting funding to purchase the worry-free service plans for each unit totaling $29,547.00 and 9 additional batteries totaling $13,203.54

3.4- Budget

INCOME SOURCE	TOTAL PROPOSAL BUDGET
Volusia County Opioid Funding	$ 188,244.28
Leverage Funding	
In-kind Valuation	
TOTAL INCOME	$ 188,244.28

	EXPENSES	TOTAL PROPOSAL BUDGET	ALLOCATION OF PROJECTED EXPENSES ATTRIBUTED TO VOLUSIA COUNTY OPIOID FUNDING
1	Direct Staff Salary/Wage/Benefits		
2	Professional Instructors/Training		
3	Conventions/Conferences/Seminars		
4	Staff Travel (not inlcuding vehicle rental)		
5	Supplies		
6	Delivery Services/Postage/Shipping		
7	Printing/Publications		
8	Advertising		
9	Computer Usage/Internet/Software/Support		
10	Telephone/Cell Phone Service		
11	Transportation - Client		
12	Housing - Client		
13	Food/Beverages- Client		
14	Other Client Asststance:		
15	Occupancy/mortgage/rent/lease		
16	Equipment lease/rent/purchase	$ 145,493.74	
17	Equipment Maintenance	$ 29,547.00	
18	Vehicle Maintenance		
19	Facility Maintenance		
20	Utilities		
21	Insurance		
22	Administrative Staff Salary/Wage/Benefits		
23	Other Administrative Costs		
24	Other: 9 additional batteries	$ 13,203.54	
25	**TOTAL ADMINISTRATIVE EXPENSE** (Add lines 22 and 23)	$ 0.00	$ 0.00
26	**TOTAL INCOME**	$ 188,244.28	$ 188,244.28
27	**TOTAL EXPENSE**	$ 188,244.28	$ 0.00
28	**EXCESS/DEFICIT**	$ 0.00	$ 188,244.28

3.5 – Efficacy

Indicate if the proposal meets any of the following classifications and provide justification through description or link

Classification	Yes/No	Description or Link
Evidence-based	Yes	Use of Mechanical Chest Compression for Resuscitation in Out-Of-Hospital Cardiac Arrest - Device Matters: A Propensity-Score-Based Match analysis https://pubmed.ncbi.nlm.nih.gov/37445464
Evidence-informed	Yes	Case Studies: Use of Mechanical Chest Compression for Resuscitation in Out-Of-Hospital Cardiac Arrest-Device Matters: A Propensity-Score-Based Match Analysis https://www.sciencedirect.com/science/article/pii/S030095721500310X Arterial blood pressure differences between AutoPulse and Lucas2 during mechanic cardiopulmonary resuscitation. https://pmc.ncbi.nlm.nih.gov/articles/PMC4852464/
Informed by nationally recognized outcomes	Yes	Journal of the American Heart Association: https://www.ahajournals.org/doi/10.1161/circ.128.suppl_22.A168 https://www.ahajournals.org/doi/10.1161/circ.128.suppl_22.A284 The American Heart Association: https://cpr.heart.org/en/resuscitation-science/cpr-an
Supported by research	Yes	Citation: Opioid-Associated Out-of-Hospital Cardiac Arrest: Distinctive Clinical Features and Implications for Health Care and Public Responses: A Scientific Statement From the American Heart Association, Circulation, 2021 Apr 20:143(16): e836-e870.doi.11.1161/CIR.0000000000000958. Epub 2021 Mar 8. PMID: 33682423. https://www.ahajournals.org/doi/10.1161/CIR.0000000000000958

Section 4 – Priority (20 points)

4.1 - Approved Use

Identify from the Volusia County Opioid Abatement Plan the Approved se or uses with which each component of the proposal best correlates.

Proposal Component	Classification	Approved Use
Enhanced mechanical hands-free CPR devices	Prevention	They prevent deaths by using hands-free CPR devices
Spare batteries for enhanced mechanical hands-free CPR devices	Prevention	They prevent deaths by using hands-free CPR devices
Maintenance/warranty to maintain enhanced mechanical hands-free CPR devices	Prevention	They prevent deaths by using hands-free CPR devices

4.2 - Abatement Plan Funding Priority

Identify if the proposal targets one or more of the current Volusia County Opioid Abatement Funding Priorities.

Proposal Component	Abatement Priority
Enhanced mechanical hands-free CPR devices	Hands-free CPR Device
Spare batteries for enhanced mechanical hands-free CPR devices	Hands-free CPR Device
Maintenance/warranty to maintain enhanced mechanical hands-free CPR devices	Hands-free CPR Device

Section 5 - Sustainability (10 points)

5.1 – Sustainable Strategy

Describe how the proposed program, project or service will operate beyond the funding term. Include any strategies, collaborations, current or expected future funding or in-kind donations.

The hands-free CPR equipment funded by this grant will be distributed across all DeLand Fire Department front run apparatus. This strategic equipment placement will ensure that all crews will have quick access to these devices on every call. Each unit will be equipped with Zoll Autopulse hands-free CPR device, and extra batteries to ensure that the equipment will be in a constant ready state of operation.

Crews will be responsible for the initial check, cleaning, and basic upkeep of the equipment, ensuring that it is always ready for use. To assist with the crews' inspection and maintenance responsibilities, we have secured a maintenance contract for each device through Zoll. The maintenance contracts will cover preventative maintenance and testing, annual function inspection by a certified Zoll technician, 24/7 technical support, free loaner equipment when needed with free shipping, battery replacement, repairs with parts and labor covered on normal wear and tear, accidental damage coverage, and discounts on replacement bands and batteries.

The expected life span of the hands-free CPR devices ranges from 8 to 10 years, accounting for both physical wear and technological advances. These devices will be integrated into our long-term replacement schedule and capital improvement plan with research into suitable replacement options initiated as we approach the equipment's end of life. This approach allows us to ensure that we remain ahead of any technological trends and to help maintain operational awareness.

5.2 - Financial Impact

Describe the financial Return on Investment or quantifiable financial impact of funds related to the proposed program, project or service.

While the technological advances of medical equipment have been significant, so have the associated cost. The DeLand Fire Department is dedicated to providing the highest standard of care to its patients. Staying on the forefront of emergency medical care is a priority of the department. Purchasing and upgrading the medical equipment that our crews use to care for patients must be current and innovative. The increasing prices and financial burden of purchasing and upgrading these devices often forces our agency to make difficult choices, such as postponing or forgoing equipment, advanced training, or other critical services. Securing outside funding for these necessary investments is crucial to ensure that our crews continue to provide top-notch level patient care.

Receiving this grant to purchase the hands-free CPR devices would be transitional for our department and would enable us to acquire the latest life-saving medical equipment without sacrificing other vital resources. These advanced technologies and devices not only enhance patient outcomes, but also provide long-term financial benefits to our community by reducing hospital stays and lowering associated healthcare costs. By investing in state-of-the-art equipment, not only are we improving patient care but we are building a more efficient, sustainable, and resilient healthcare system that will better service our community in the years to come.

Section 6 - Compliance (10 points)

6.1 - Data Collection

Identify the data to be collected and reported to the County and describe how the agency will collect and store data.

The department ' s partnership with Zoll Medical for data collection is a significant advantage in enhancing both reporting capabilities and quality assurance. Below is a summary of how this partnership and system benefits our operations and data collection:

1. Comprehensive Data Collection:
- Utilizing Zoll X Series Advanced Cardiac Monitors and the ZOLL Autopulse hands- free CPR devices, out department can gather real-time data via wireless connections
- The data from these devices is automatically uploaded to the Case Review software, enabling and objective, machine generated perspective of each cardiac arrest event.

2. Multiple Data Sources
- The integration of data from the Zoll emsCharts reporting program and Case Review software offers two perspectives of each cardiac arrest event:
  a. Crew perspective: Patient reports from emsCharts captures the narrative, assessment, and clinical decision making of the crew that response to the event
  b. Machine perspective: Data from Zoll monitors and Autopulse devices offers an accurate view of device-specific metrics (e.g., vital signs, defibrillation delivery, CPR, and return of spontaneous circulation
- By combining these two perspectives, our department can generate comprehensive reports and perform and in-depth analysis of each cardiac arrest event that we respond to

3. Enhanced Quality Assurance and Reporting
- The data collected through each data source will be used for quality assurance processes, allowing for post incident reviews, identifying areas of improvement, and ensuring adherence to established protocols

4. Collaboration with Volusia County
- By working closely with Volusia County and the Medical Director's office, we have the opportunity to refine data collection and respond to specific reporting needs
- This collaboration helps in standardizing processes, enhancing interoperability, and contributing to regional data-sharing initiatives

Overall impact:
This system not only strengthens our department's internal quality assurance process and program but also enhances our collaboration with our external partners and agencies including our countywide Medical Director. This collaboration and data-sharing ultimately leads to improved patient care, improved patient outcomes, and better operational efficiency.

Certification of Application

The agency acknowledges that Volusia County Opioid Abatement funds will be utilized to support programs or services that benefit Volusia County residents and are within the scope of the Volusia County Opioid Abatement Plan. Volusia County Opioid Abatement funds will not support the costs of executive salaries for staff that do not provide direct services to clients.

The applicant understands that late or incomplete submissions of this application may disqualify the applicant from an award of Opioid Abatement funding this funding cycle.

Our signature certifies that this request is consistent with our organization's mission, Articles of Incorporation and Bylaws, and/or has been approved by a majority of the agency's Board of Directors, Advisory Board or Executive or Official.

Certifying Representative
• Person authorized to sign contract, if proposal is selected for funding • Chief Executive or Official, City Manager or Authorized City Official • Please type the name and title of the Certifying Representative sign, date, and email this page as a separate document from the application. • Please sign the form electronically, or if signing manually, sign in **BLUE INK**

Mayor

Certifying Representative Title

Christopher M. Cloudman

Certifying Representative Printed Name

Certifying Representative Signature

6/11/2025

Date

CITY OF DELAND
Request for Commission Action
April 6, 2026

SUBJECT: Consideration for Approval of a Use Agreement For Volusia County Emergency Medical Services Equipment Between the City of DeLand and County of Volusia.

DEPARTMENT: Fire

PREPARED BY: Kaitlyn Fischetti, Admin Fire

ATTACHMENTS: First Amendment VC ambulance transport agreement, BAA DeLand and VC for transport

APPROVED BY: Michael Pleus, City Manager, March 31, 2026

SUMMARY/HIGHLIGHT:

The DeLand Fire Department (DFD) transport agreement with Volusia County allows DFD to staff a transport-capable ambulance for scheduled special events within the City of DeLand. These events typically include activities that require a dedicated ambulance transport standby (e.g., football games, boxing matches) or events that draw large crowds and could potentially strain the normal daily emergency service deployment.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Community Safety

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Potential for positive revenue generation with transport fees.

RECOMMENDATION:

The staff recommends the commission approve the Use Agreement for VCEMS Equipment between the City of DeLand and County of Volusia.

BACKGROUND/DISCUSSION:

The DeLand Fire Department (DFD) transport agreement with Volusia County allows DFD to staff a transport-capable ambulance for scheduled special events within the City of DeLand. These events typically include activities that require a dedicated ambulance transport standby (e.g., football games, boxing matches) or events that draw large crowds and could potentially strain the normal daily emergency services deployment.

This agreement was developed as a mutual benefit to both agencies. First, it allows the DeLand Fire Department to provide this service directly to the community we serve using our own personnel. Second, it assists Volusia County EMS by providing coverage for these events, which might otherwise require the County to staff the events using mandated overtime.

The agreement outlines the circumstances under which DFD would transport a patient due to emergent medical

needs versus situations in which a stable patient could wait for transport by a Volusia County EMS unit. Under normal conditions involving a stable patient, the DFD transport ambulance would stabilize the patient and request transport from a Volusia County EMS unit. However, if DFD personnel determine that immediate transport is in the best interest of patient care, the DFD ambulance may transport the patient.

In the event that DFD transports a patient, billing for the transport will follow the same procedures used for other municipal transports within Volusia County. Any collected revenue would be returned to the City of DeLand, less the County's 7.5% billing administrative fee.

FIRST AMENDMENT TO THE
USE AGREEMENT FOR VOLUSIA COUNTY EMERGENCY MEDICAL SERVICES EQUIPMENT BETWEEN
THE CITY OF DELAND AND COUNTY OF VOLUSIA

This First Amendment to the Use Agreement for Volusia County Emergency Medical Services Equipment Between the City of DeLand and the County of Volusia (First Amendment) is made and entered into between the City of DeLand and the County of Volusia.

RECITALS

WHEREAS, the City of DeLand (City) and the County of Volusia (County) executed a Use Agreement dated January 8, 2026 (Agreement) to provide stand-by services at contracted community events within the City utilizing County assets;

WHEREAS, it is customary within the industry for a contracted ambulance to request a second ambulance if the need for transport arises to permit the event to continue without interruption; and

WHEREAS, the County and City recognize that in unusual and infrequently encountered circumstances, awaiting a second ambulance to provide medical transport may not be in the patient's best interest; and

WHEREAS, the City and County desire to amend the Agreement by expanding its scope to allow limited transport services.

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this First Amendment, the receipt and sufficiency of which is acknowledged by City and County, the parties agree to amend the Agreement as follows:

1. The parties agree that the foregoing recitals are true, correct and are material to this First Amendment.

2. The City may provide ambulance transport to people if, in the professional judgment of the paramedic-in-charge, the patient's condition warrants immediate medical transport. Transport activities will be provided under the certificate of public convenience and necessity, advanced life support transport and advanced life support license issued to the County of Volusia.

3. Vehicles utilized under this program shall be staffed and equipped by the City consistent with all applicable statutes and regulations promulgated thereunder and in accordance with local requirements established by the EMS Medical Director.

4. The City agrees to participate in and fully cooperate with all clinical and/or operational quality review and improvement activities as deemed necessary by the EMS medical

director and/or Emergency Medical Administration division. The Emergency Medical Administration division will review each transport to determine whether it adheres to program guidelines. If the determination involves any clinical element, the EMS medical director shall be responsible for determining the appropriateness of the transport. Inappropriate decision making will be addressed to the agency chief.

5. If transport is initiated under the Agreement, as amended by this First Amendment, the provider will be responsible for patient care throughout transport, including transfer of patient care to hospital staff. The City shall notify the Emergency Medical Administration division in writing of any problems associated with, or deviations from, the routine delivery of transport services no later than the following business day.

6. As determined by the Emergency Medical Administration division, failure to satisfactorily comply with any provisions of the Agreement, as amended by this First Amendment, may result in suspension of the privilege to transport patients as provided for in this First Amendment to the Agreement for the duration of noncompliance. Continued noncompliance shall result in immediate termination of this First Amendment.

7. The County shall provide billing services or contract for billing services. Reimbursement for transports, to the extent permissible under state and local law, performed within the established parameters of the program shall be based on the actual fee collected for the subject transport less an administrative fee of seven and on-half percent (7.5%). Fees for services are set by the Volusia County Council.

8. Upon request, the City shall ensure that the Emergency Medical Administration division has current employment data on all employees eligible to participate in the provision of stand-by services. Employees must maintain all requisite credentials pursuant to Florida statutes and all requisite credentials pursuant to the Volusia County EMS medical director. The applicant shall ensure that staff are not prohibited from working for a Medicare provider as determined by the List of Excluded Individuals and Entities (LEIE) published by the United States Department of Health and Human Services, Office of the Inspector General.

9. The City shall indemnify and hold harmless the County of Volusia for claims that may arise from the City's negligent provision or failure of provision of services under this program. Such indemnification shall include damages, costs, attorney's fees, expense of defense and investigation, and any other cost or expense of whatsoever nature caused by the negligence of the City. Regardless of the foregoing, both the City and the County expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with § 768.28, Florida Statutes, including any limitations as to their respective liabilities contained therein, and the City's indemnification obligations hereunder shall not be interpreted or construed as requiring the City to insure or indemnify the County for the County's negligence or to assume any liability for the County's negligence in contravention of the requirements of § 768.28(19), Florida Statutes.

10. The City shall utilize the electronic patient care reporting software, licensed to the County of Volusia, for recording all transport incidents, including all appropriate attachments and identifying the paramedic-in-charge. The completed report shall be finalized in the ePCR system within twenty-four (24) hours of the time the vehicle was originally dispatched.

11. As a condition of participation under the Agreement, as amended by this First Amendment, the City shall execute a separate HIPPA business associate agreement (see attached) with the County of Volusia to allow for sharing of protected health information in accordance with federal and state law.

12. Should the County or City wish to discontinue the City's transportation of patients pursuant to this First Amendment, the party shall submit a letter to the other party no less than thirty (30) days in advance of requested cancellation date. Furthermore, any proposed expansion of the program is at the sole discretion of the County.

13. Pursuant to section 163.01(14), Florida Statutes, public agencies (including the County and the City) are authorized to enter into contracts for the performance of service functions of such public agencies, and if accepted and approved by the County, the Agreement, as amended by this First Amendment, shall become a binding interlocal agreement between the City and the County authorizing the City to conduct limited emergency transport within its municipal boundaries pursuant to the terms and conditions contained herein.

14. This First Amendment sets forth the entire modifications to the Agreement. Except as provided above, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this First Amendment and the Agreement, this First Amendment shall govern and control

IN WITNESS WHEREOF, the City in accordance with the Agreement and this First Amendment with the County of Volusia, affirms that all of the above requirements in the application for participation in the program have been met and will be maintained for the duration of the municipality's participation in the program, and the parties have caused the same to be signed by their duly authorized representatives on the dates indicated below.

REST OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have made and executed this FIRST AMENDMENT as of the latest day and year written below.

ATTEST:

_____
GEORGE RECKTENWALD
COUNTY MANAGER

COUNTY OF VOLUSIA, FLORIDA

BY: _____
JEFFREY S. BROWER, CHAIR
COUNTY COUNCIL

DATE:_____

ATTEST:

_____
DALE ARRINGTON
INTERIM CITY CLERK

CITY OF DELAND, FLORIDA

BY: _____
CHRISTOPHER M. CLOUDMAN
MAYOR/COMMISSIONER

DATE:_____

COMBINED HIPAA PRIVACY BUSINESS ASSOCIATE AGREEMENT
AND CONFIDENTIALITY AGREEMENT
AND HIPAA SECURITY RULE ADDENDUM
AND HITECH ACT COMPLIANCE AGREEMENT

The terms of this Agreement may be updated from time to time to reflect changes in related federal standards.

The Parties have entered into this Agreement for the purpose of satisfying the Business Associate contract requirements of the regulations at 45 CFR 164.502(e) and 164.504(e), issued under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Security Rule, codified at 45 C.F.R Part 164, Subparts A and C. (the "Security Rule"), the Health Information Technology For Economic and Clinical Health Act, enacted in Pub. L. No. 111-05 H.R., 111th Cong. (2009), Title XIII (the "HITECH Act"), as well as the confidentiality requirements contained in sections 112.08(7), 119.071(4)(b)1., and 760.50(5), Florida Statutes.

The Parties: County of Volusia (the "Covered Entity"), a political subdivision of the State of Florida with an address of 123 West Indiana Avenue, DeLand, Florida 32720; and

the City of DeLand with its principal place of business at 120 S. Florida Avenue, DeLand, Florida 32720 (the "Business Associate").

1.0 Definitions.

Terms used but not otherwise defined in this Agreement will have the same meaning as those terms in 45 CFR 160.103 and 164.501, and in the HITECH Act, Subtitle D.

"Individual" has the same meaning as the term "individual" in 45 CFR 164.501 and will include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

"Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

"Protected Health Information" is defined at 45 CFR 160.103 and in the HITECH Act. For purposes of this Agreement, the term refers only to that Protected Health Information received directly or indirectly from, or received or created on behalf of, the Covered Entity.

"Secretary" means the Secretary of the U.S. Department of Health and Human Services or designee.

"Security Incident" means any event resulting in computer systems, networks, or data being viewed, manipulated, damaged, destroyed or made inaccessible by an unauthorized activity. See National Institute of Standards and Technology (NIST) Special Publication 800-61, "Computer Security Incident Handling Guide," for more information.

2.0 Obligations and Activities of Business Associate Regarding Protected Health Information.

(a) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by Sections 3.0, 5.0 and 6.0 of this Agreement, or as required by applicable federal or laws of the State of Florida.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity or an Individual, and in a prompt and reasonable manner consistent with the HIPAA regulations, to Protected Health Information in a designated record set, to the Covered Entity or directly to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) Business Associate agrees to make any Amendment(s) to Protected Health Information in a designated record set that the Covered Entity or an Individual directs or agrees to pursuant to 45 CFR 164.526, in a prompt and reasonable manner consistent with the HIPAA regulations.

(h) Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or at the request of the Covered Entity, to the Secretary in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, in a prompt and reasonable manner consistent with the HIPAA regulations.

(k) Business Associate certifies that it is in compliance with all applicable provisions of HIPAA standards for electronic transactions and code sets, also known as the Electronic Data Interchange (EDI) Standards, at 45 CFR Part 162; and the Annual Guidance as issued by the Secretary pursuant to the HITECH Act, sec. 13401. Business Associate further agrees to ensure that any agent, including a subcontractor, that conducts standard transactions on its behalf, will comply with the EDI Standards and the Annual Guidance.

(l) Business Associate agrees to determine the Minimum Necessary type and amount of Protected Health Information required to perform its services and will comply with 45 CFR 164.502(b) and 514(d).

3.0 Permitted or Required Uses and Disclosures by Business Associate.

(a) Except as expressly permitted in writing by the Covered Entity, Business Associate will not divulge, disclose, or communicate Protected Health Information to any third party for any purpose not in conformity with this Agreement without prior written approval from the Covered Entity.

(b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

(c) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).

(d) Business Associate may use Protected Health Information as necessary to provide the services required under the **Use Agreement for Volusia County Emergency Medical Services Equipment Between the City of DeLand and County of Volusia, or as amended** with the Covered Entity.

4.0 Obligations of Covered Entity to Inform Business Associate of Covered Entity's Privacy Practices, and any Authorization or Restrictions.

(a) Covered Entity will provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

(b) Covered Entity will provide Business Associate with any changes in, or revocation of, Authorization by Individual or his or her personal representative to use or disclose Protected Health Information, if such changes affect Business Associate's uses or disclosures of Protected Health Information.

(c) Covered Entity will notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, if such changes affect Business Associate's uses or disclosures of Protected Health Information.

5.0 Confidentiality Agreement under State Law.

(a) Generally. In addition to the HIPAA privacy requirements, Business Associate agrees to observe the confidentiality requirements of sections 112.08(7), 119.07(4)(b)1., 760.50(5), Florida Statutes. In general, the referenced statute provides that medical records and medical claims records of county employees, former county employees, and their covered dependents are confidential and exempt from the provisions of section 119.07(1), Florida Statutes, known as the public records law of the State of Florida. Any person who willfully, knowingly, and without authorization discloses or takes data, programs, or supporting documentation, including those residing or existing internal and external to the Covered Entity's computer system, commits an offense in violation of section 815.04, Florida Statutes. Confidentiality requirements protect more than unlawful disclosure of documents. The confidentiality requirements protect the disclosure of all records and information of the Covered Entity, in whatever form, including the copying or verbally relaying of confidential information.

(b) Receipt of a Subpoena. If Business Associate is served with subpoena requiring the production of the Covered Entity's records or information, Business Associate will immediately contact the County of Volusia, Legal Department (386) 736-5950. A subpoena is an official summons issued by a court or an administrative tribunal, which requires the recipient to do one or more of the following:
   i. Appear at a deposition to give sworn testimony, and may also require that certain records be brought to be examined as evidence.
   ii. Appear at a hearing or trial to give evidence as a witness, and may also require that certain records be brought to be examined as evidence.
   iii. Furnish certain records for examination, by mail or by hand-delivery.

(c) Employees and Agents. Business Associate acknowledges that the confidentiality requirements herein apply to all its employees, agents and representatives. Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions, against the Covered Entity, including costs and attorneys' fees, resulting from the breach by Business Associate of the confidentiality requirements of this Agreement.

6.0 Permissible Requests by Covered Entity

Covered Entity will not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA, the Privacy Rule, the HITECH Act, of the laws of the State of Florida, if done by Covered Entity.

7.0 Term and Termination

(a) Term. The Term of this Agreement will begin on the last date set forth on the signature blocks below and will terminate on the date the Business Associate no longer provides services to the Covered Entity.

(b) Termination for Cause. Without limiting any other termination rights the parties may have, upon Covered Entity's knowledge of a material breach by Business Associate of a provision under this Agreement, Covered Entity will provide an opportunity for Business Associate to cure the breach or end the violation. If the Agreement of Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, the Covered Entity will have the right to immediately terminate the Agreement. If neither termination nor cure is feasible, Covered Entity will report the violation to the Secretary.

(c) Return or Destruction of PHI upon Termination. Within sixty (60) days after termination of the Agreement for any reason, or within such other time period as mutually agreed upon in writing by the parties, Business Associate will return to Covered Entity or destroy all Protected Health Information maintained by Business Associate in any form and will retain no copies thereof. Business Associate also will recover, and will return or destroy with such time period, any Protected Health Information in the possession of its subcontractors or agents. Within fifteen (15) days after termination of the Agreement for any reason, Business Associate will notify Covered Entity in writing as to whether Business Associate intends to return or destroy such Protected Health Information. If Business Associate elects to destroy such Protected Health Information, it will certify to Covered Entity in writing when and that such Protected Health Information has been destroyed. If any subcontractors or agents of the Business Associate elect to destroy the Protected Health Information, Business Associate will require such subcontractors or agents to certify to Business Associate and to Covered Entity in writing when such Protected Health Information has been destroyed. If it is not feasible for Business Associate to return or destroy any of said Protected Health Information, Business Associate will notify Covered Entity in writing that Business Associate has determined that it is not feasible to return or destroy the Protected Health Information and the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations, and restrictions set forth in this Agreement to Business Associate's use or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible. If it's not feasible for Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, Business Associate will provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions set forth in this Agreement to the subcontractors' or agents' uses or disclosures of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible. Prior to destroying any records hereunder, the Business Associate will obtain written

confirmation from the Covered Entity that such actions will not violate the State of Florida's record retention policies.

8.0 HIPAA Security Rule Addendum.

(a) Security of Electronic Protected Health Information. Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information (as defined in 45 C.F.R. § 160.103) that Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity consistent with the Security Rule.

(b) Reporting Security Incidents. Business Associate will report to the Covered Entity any Security Incident of which Business Associate becomes aware that is (1) a successful unauthorized access, use or disclosure of any Electronic Protected Health Information; or (2) a successful major (a) modification or destruction of any Electronic Protected Health Information or (b) interference with system operations in an information system containing any Electronic Protected Health Information. Upon the Covered Entity's request, Business Associate will report any incident of which Business Associate becomes aware that is a successful minor (a) modification or destruction of any Electronic Protected Health Information or (b) interference with system operations in an information system containing any Electronic Protected Health Information.

(c) Compliance Date. The parties to this Agreement will comply with Sections (a) through (c) of this Section 8 by the later of the (1) the last date set forth in the signature blocks below or (2) the compliance deadline of the Security Rule as defined in 45 C.F.R. § 160.103.

9.0 HITECH Act Compliance Agreement.

(a) Reporting. The Business Associate will make a good faith effort to identify and report any use or disclosure of Protected Health Information not provided for in this Agreement.

(b) To Covered Entity. The Business Associate will report to the Covered Entity, within ten (10) business days of discovery, any use or disclosure of Protected Health Information not provided for in this Agreement of which the Business Associate is aware. The Business Associate will report to the Covered Entity, within twenty-four (24) hours of discovery, any Security Incident of which the Business Associate is aware. A violation of this paragraph will be a material violation of this Agreement. Such notice will include the identification of each individual whose unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

(c) To Individuals. In the case of a breach of Protected Health Information discovered by the Business Associate, the Business Associate will first notify the Covered Entity of the pertinent details of the breach and upon prior approval of the Covered Entity will notify each individual whose unsecured Protected Health Information has been, or is reasonably believed by the

Business Associate to have been, accessed, acquired or disclosed as a result of such breach. Such notification will be in writing by first-class mail to the individual (or the next of kin if the individual is deceased) at the last known address of the individual or next of kin, respectively, or, if specified as a preference by the individual, by electronic mail. Where there is insufficient, or out-of-date contact information (including a phone number, email address, or any other form of appropriate communication) that precludes written (or, if specifically requested, electronic) notification to the individual, a substitute form of notice will be provided, including, in the case that there are 10 or more individuals for which there is insufficient or out-of-date contact information, a conspicuous posting on the Web site of the covered entity involved or notice in major print of broadcast media, including major media in the geographic areas where the individuals affected by the breach likely reside. In any case deemed by the Business Associate to require urgency because of possible imminent misuse of unsecured Protected Health Information, the Business Associate may also provide information to individuals by telephone or other means, as appropriate.

(d) To Media. In the case of a breach of Protected Health Information discovered by the Business Associate where the unsecured Protected Health Information of more than 500 persons is reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the Covered Entity, the Business Associate will provide notice to prominent media outlets serving the State or relevant portion of the State involved.

(e) To Secretary of Health and Human Services. The Business Associate will cooperate with the Covered Entity to provide notice to the Secretary of Health and Human Services of unsecured Protected Health Information that has been acquired or disclosed in a breach. If the breach was with respect to 500 or more individuals, such notice must be provided immediately. If the breach was with respect to less than 500 individuals, the Business Associate may maintain a log of such breach occurring and annually submit such log to the Covered Entity so that it may satisfy its obligation to notify the Secretary of Health and Human Services documenting such breaches occurring in the year involved.

(f) Content of Notices. All notices required under this Agreement will include the content set forth Section 13402(f), Title XIII of the American Recovery and Reinvestment Act of 2009.

(g) Financial Responsibility. The Business Associate will be responsible for all costs related to the notices required under this Agreement.

(i) Mitigation. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information in violation of this Agreement.

10.0 Miscellaneous.

(a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule, the Security Rule or the HITECH Act means the section as in effect or as amended, and for which compliance is required.

(b) Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, Standard Transactions, the security of Health Information, or other aspects of HIPAA-AS or the HITECH Act applicable or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, amend this Agreement in such manner as such party determines necessary to comply with such law or regulation. If the other party disagrees with such Amendment, it will so notify the first party in writing within thirty (30) days of the notice. If the parties are unable to agree on an Amendment within thirty (30) days thereafter, then either of the parties may terminate the Agreement on thirty (30) days written notice to the other party.

(c) Survival. All provisions in this Agreement that expressly or customarily survive the termination or expiration of the Agreement will continue in effect after the Agreement is terminated or expires.

(d) Interpretation. Any ambiguity, inconsistency, or conflict in this Agreement will be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule and the confidentiality requirements of the State of Florida, including sections 112.08(7), 119.071(4)(b)1., and 760.50(5), Florida Statutes.

(e) No Third Party Beneficiary. Nothing expressed or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the parties and the respective successors or assignees of the parties, any rights, remedies, obligations, or liabilities whatsoever.

(f) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Florida to the extent not preempted by the Privacy Rules or other applicable federal law. In the event of a dispute, venue of any proceedings will be the appropriate federal or state court in Volusia County, Florida.

(g) Indemnification and Performance Guarantees. Business Associate agrees to defend, indemnify, and hold harmless Covered Entity, its officers, directors, employees, and agents, from and against all claims, liabilities, suits, judgments, fines, assessments, penalties, damages, costs, and other expenses of any kind or nature whatsoever, including without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, related in any manner to or arising out of any material breach of this Agreement by Business Associate, its agents, representatives, officers, directors, employees, or subcontractors. These indemnities shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of the Agreement.

(h) Assignment. Business Associate will not assign either its obligations or benefits under this Agreement without the expressed written consent of the Covered Entity, which will be at the sole discretion of the Covered Entity. Given the nature of this Agreement, neither

subcontracting nor assignment by the Business Associate is anticipated and the use of those terms herein does not indicted that permission to assign or subcontract has been granted.

(i) Notice. Any notice required under this Agreement shall be sent by certified mail return receipt requested or by hand delivery to the following persons:

Covered Entity:

George Recktenwald, County Manager
County of Volusia
123 West Indiana Avenue
DeLand, Florida 32720

With copies to:

Suzanne Konchan, Deputy County Manager
County of Volusia
123 West Indiana Avenue
DeLand, Florida 32720

Mark Wolcott, Emergency Medical Administration Director
County of Volusia
112 Carswell Ave.
Holly Hill, Florida 32117

Business Associate:

Todd B. Allen, Fire Chief
343 W. Howry Avenue
DeLand, Florida 32720

(j) Retroactivity. Business Associate warrants that there have been no violations of HIPAA or HITECH Act from the date of execution of the Underlying Agreement through the commencement date of this Agreement.

(k) Limitation of Liability / Sovereign Immunity. Both parties expressly retain all rights, benefits and immunities of sovereign immunity in accordance with § 768.28, Florida Statutes. Regardless of anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or the limits of liability of the Covered Entity or the Business Associate beyond any statutory limited waiver of immunity or limits of liability which may be or may have been adopted by the Florida Legislature, and the cap on the amount and liability of each party for damages, regardless of the number or nature of claims in tort, equity, or contract,

shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any of the parties, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law, nor shall anything in this Agreement, including any indemnification provisions contained herein, be interpreted or otherwise construed as requiring one party to this Agreement to insure or indemnify the other for the other party's negligence or to assume any liability for the other party's negligence in contravention of the requirements of § 768.28(19), Florida Statutes.

IN WITNESS WHEREOF, the Parties have executed this combined HIPAA Privacy Business Associate Agreement, Confidentiality Agreement, HIPAA Security Rule Addendum and HITECH Act Compliance Agreement, on the date set forth below.

BUSINESS ASSOCIATE:	ATTEST:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
COVERED ENTITY: COUNTY OF VOLUSIA	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

CITY OF DELAND
Request for Commission Action
April 6, 2026

SUBJECT: Approval of construction contract between City of DeLand and Magic Overhead Door Co. for Bay Door Replacement at Fire Station #82.

DEPARTMENT: Fire

PREPARED BY: Kaitlyn Fischetti, Admin Fire

ATTACHMENTS: B2605ContractDraft, B2605Tabulation, MagicOverheadDoor

APPROVED BY: Michael Pleus, City Manager, March 31, 2026

SUMMARY/HIGHLIGHT:

The planned replacement of Station 82's overhead bay doors, which have exceeded their 20-year service life. The upgrade will replace aging infrastructure with modern units and the doors will comply with the current building codes and safety standards.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Community Safety

SUSTAINABILITY:

Safety & Security

FISCAL IMPACT:

Magic Overhead Door Co. was awarded the contract with a bid of $78,775.00. The FY 25/26 budget for the Capital Fund includes $80,000 for this project.

RECOMMENDATION:

The staff recommends the contract approval with Magic Overhead Door Co. for the replacement of the bay doors at Fire Station #82

BACKGROUND/DISCUSSION:

This project involves the planned replacement of Station 82's overhead bay doors, which have exceeded their 20-year service life. The upgrade will replace aging infrastructure with modern units and the doors will comply with the current building codes and safety standards. The new bay doors ensure continued operational reliability.

CONSTRUCTION CONTRACT

This Contract is by and between the City of DeLand, Florida, a body corporate and politic and a subdivision of the State of Florida, whose address is 120 South Florida Avenue, DeLand, Florida 32720 (Owner) and Magic Overhead Door Co., Inc., whose address is 700 N Beach Street, Daytona Beach, FL 32114 (Contractor). Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:

1. **Fire Station #82 – Bay Doors Replacement – Bid #B-26-05** which includes **with the removal, disposal, replacement, and installation of Bay Doors for Fire Station #82**.
2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located **257 W. International Speedway Boulevard, DeLand, FL 32720**.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.

B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents

D Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

A. The Contract Documents consist of the following documents:

1. This Contract.

2. Exhibits to this Contract (enumerated as follows):

a. Exhibit 1 – Original bid solicitation Bid #B-26-05

b. Exhibit 2 – Contractor's bid submitted in response to Bid #B-26-05.

3 The following which may be delivered or issued on or after the Effective Date of the Contract:

a. Notice to Proceed

b. Change Orders

ARTICLE 3 - ENGINEER

3.01 Engineer

A. The Engineer for this Project is **the DeLand City Engineer (Owner's in-house engineer)**.

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

A. The Work will be substantially completed within **Sixty (60) business days** of issuance of a Notice to Proceed by the Owner.

4 02 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **$500 (FIVE HUNDRED DOLLARS)** for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.

D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or

interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4 04 Progress Schedules

A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.

B The Contractor shall update and submit the progress schedule to the Engineer bi-weekly and in advance of each bi-weekly progress meeting. The Owner may withhold payment if the Contractor fails to submit the schedules.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

A. Owner shall pay Contractor in accordance with the Contract Documents, the lump sum amount of **$78,775.00** for all Work. In the event that actual quantities installed exceed the amount specified in the bid documents, payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price provided in the bid attached to this Contract times the actual quantity of that item installed. Actual quantities installed will be determined by the Engineer.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Bonds

A. Before starting Work, Contractor shall furnish a performance bond and a payment bond (if applicable) from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the State of Florida. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

A. Before starting Work, Contractor shall furnish evidence of insurance in the amounts set forth in the Bid #B-26-05 issued by the Owner.

B. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

A Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction

B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.

C Contractor shall at all times maintain good discipline and order at the Site.

D Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. If work during other times is required, the Contractor shall obtain express written permission form the Owner.

7.02 Other Work at the Site

A In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site

7.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

B Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7 07 Laws and Regulations; Taxes

A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.

C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations

7.08 Record Documents

A Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All persons on the Site or who may be affected by the Work;

2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

D Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7 10 Shop Drawings, Samples, and Other Submittals

A Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.

B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

C With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.

D Engineer will provide timely review of shop drawings and samples.

E Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.

F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.

G Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

H. Shop drawings are not Contract Documents.

7 11 Warranties and Guarantees

A Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

A To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

A Owner shall designate in writing a Project Manager who shall be the primary point of contact for the Contractor for all matters not otherwise requiring input from the Engineer

B. Owner shall issue all communications to Contractor either through the City's designated Project Manager or through the Engineer.

C Owner shall make payments to Contractor as provided in this Contract.

D. Owner shall provide Site and easements required to construct the Project.

E. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

F. The Owner shall be responsible for performing inspections and tests required by applicable codes, except as otherwise provided in the Contract Documents.

G. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

H. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

I. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9 01 Engineer's Status

A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.

B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work

D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents

E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work

F Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and

Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10 01 Authority to Change the Work

A Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in the Contract Price or Contract Times which are agreed to by the parties;
2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.

B If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

A If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B After receipt of written notice, Engineer will promptly.

1. Review the subsurface or physical condition in question;
2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
3. Determine whether the condition falls within the differing site condition as stated herein;
4 Obtain any pertinent cost or schedule information from Contractor;

5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and

6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.

B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.

C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.

D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13 01 Tests and Inspections

A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access

B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

A. Contractor shall ensure that the Work is not defective

B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. The Contractor shall promptly correct all such defective Work.

E When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress. If CDBG or other programs require additional or differing applications for payment, such forms are required for payment in addition to any other requirements of this Contract.

14.02 Applications for Payments:

A Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents or by applicable law Payment will be paid for Work completed as of the date of the application for payment.

B Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment

14.03 Retainage

A. The Owner shall retain the maximum percentage allowed by Florida or other applicable law of each progress payment until the Work is substantially complete

14 04 Review of Applications

A Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.

B Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.

C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of

the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies

14.08 Final Payment

A Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.

B. The final application for payment shall be accompanied (except as previously delivered) by:

1. All documentation called for in the Contract Documents;

2. Consent of the surety to final payment;

3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;

4. A list of all disputes that Contractor believes are unsettled; and

5. Complete and legally effective releases or waivers (satisfactory to Owner) of all rights to make claims against payment bond(s) arising out of the Work, and any waivers or other documents provided for in Section 255 05, Florida Statutes

C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.

B The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.

B If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1 Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and

2. Enforce the rights available to Owner under any applicable performance bond.

C Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient

E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15 03 Owner May Terminate for Convenience

A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2 Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination

15 04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

A Contractor makes the following representations when entering into this Contract·

1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:

   a. The cost, progress, and performance of the Work;

   b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and

   c. Contractor's safety precautions and programs

5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents

7 Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply

17.02 Limitation of Damages

A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project. Nothing in this Contract shall be deemed a waiver of sovereign immunity by the Owner or any of its officers, employees or agents.

17.03 No Waiver

A A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17 04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

A Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17 06 Controlling Law

A. This Contract is to be governed by the law of the state of Florida

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract)

OWNER: City of DeLand	CONTRACTOR:
By:	By: Brady C. Ruck
Title:	Title: VP
Attest:	Attest: DSCole
Title:	Title: Operations Manager
Address for giving notices:	Address for giving notices: Magic Overhead Door Co. 700 N. Beach St. Daytona Beach, Fl. 32114

Exhibit 1

Fire Station #82 - Bay Doors Replacement

NO. B-26-05

City of DeLand
120 S. Florida Ave
DeLand, FL 32720
(386) 626-7000

Daytona Beach News Journal
Legal Section Ad dated 02/10/2026

CITY OF DELAND
NOTICE TO BIDDERS
NO. B-26-05

NOTICE IS HEREBY GIVEN that the City of DeLand will receive sealed proposals at the City Hall 2nd floor receptionist, 120 South Florida Avenue, DeLand, Florida, until 2:00 p.m. on March 3, 2026 and will open the submitted bids in the Commission Chambers, first floor, immediately following the submittal closing time for the following:

" Fire Station #82 - Bay Doors Replacement "

Bids must comply and be submitted in accordance with the project technical specifications which may be obtained at the office of the City Hall, 120 S. Florida Avenue, DeLand, Florida, any time prior to the bid opening. Questions shall be directed to the office of the Purchasing Coordinator, Corey McMillen at 386-626-7078 or by email at mcmillenc@deland.org or Purchasing@deland.org.

Michael Pleus
City Manager

SUBMIT TO: CITY OF DeLAND FINANCE DEPT., 2nd Floor Receptionist 120 SOUTH FLORIDA AVENUE DeLAND, FLORIDA 32720	**INVITATION TO BID** **AN EQUAL OPPORTUNITY EMPLOYER**	
CONTACT PERSON: Corey McMillen		
PHONE: 386-626-7078	**BID # B-26-05**	*SUBMITTALS RECEIVED AFTER SPECIFIED DATE AND TIME WILL NOT BE CONSIDERED*
BID TITLE: Fire Station #82 - Bay Doors Replacement		**SUBMITTAL DEADLINE** **March 3, 2026 @ 2:00 P.M.**
PRE-BID DATE, TIME AND LOCATION:		**BID BOND REQUIRED: 5%**
RESPONDENT NAME:		**FEDERAL ID # OR SOCIAL SECURITY #:**
MAILING ADDRESS:		**TELEPHONE #:**
CITY – STATE – ZIP:		**FAX #:**
X		**EMAIL:**
AUTHORIZED SIGNATURE		Title
Printed Name		Date

By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the City of DeLand all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or services(s) purchased or acquired by the City of DeLand. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

Sec. 25A.5-2. Local bid preference

(a) Applicability. This Section shall apply to all purchasing $25,000.00 and above which is accomplished by the City of DeLand pursuant to an invitation to bid.

(b) Preference. Where the lowest Bid is submitted by a vendor which is not a Local business, and a Bid is submitted by a Local business which is within five percent (5%) of the lowest Bid, then the Local business submitting the lowest Bid amongst all Local business submitting Bids, and the vendor submitting the lowest Bid, shall each have the opportunity to submit, within five (5) working days of the bid opening, a best and final Bid equal to or lower than the amount of the lowest Bid. The contract shall be awarded to the vendor submitting the lowest final Bid. In the case of a tie between a Local business and a vendor which is not a Local business, the contract shall be awarded to the Local business.

(c) Exemptions. Notwithstanding the provisions of subparagraph (b) above, this Section shall not apply to any of the following purchasing activities:

1. Purchasing funded, in whole or in part, by an entity prohibiting application of the preference provided by this section by grant agreement, contract or applicable federal, state, or local law;

2. Items purchased on state contracts, "piggybacked" contracts, sole source purchases, or other purchases which are not accomplished by competitive bids, in accordance with the City's Charter and Purchasing Guidelines;

3. Emergency purchasing.

(d) Certification. A vendor claiming to qualify as a Local business for purposes of this Section shall so certify in writing on a form prescribed by the City of DeLand's finance director as part of the request for bids process.

(e) Verification. Any vendor which has qualified as Local business as prescribed in this Section shall provide all documentation reasonably required by the finance director that demonstrates its status as a Local business prior to the time of purchase or recommendation of award of contract.

(f) Maintenance of status. A vendor granted a preference under this Section which results in the award of a contract may be required to stipulate to maintaining its status as Local businesses throughout the term of the contract.

(g) Job openings. A vendor which is granted a preference under this Section which results in the award of a contract shall be required to post job openings related to the contract with such agencies or organizations designated by the city manager.

(h) Compliance. Noncompliance with this section shall be deemed a material breach of any contract which resulted from a preference granted under this Section, and such breach shall be grounds for termination by the City of DeLand. The terms of this Section are deemed incorporated by reference in any contract resulting from a preference granted under this Section, regardless of whether such contract expressly so states.

GENERAL CONDITIONS AND INSTRUCTIONS

******PLEASE READ CAREFULLY******

1. **SUBMISSION OF OFFERS:** All offers shall be submitted in a sealed envelope or package. The invitation numbers, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the receptionist located on the 2nd floor of City Hall prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received after the specified date and time will not be considered.

   Responses shall be submitted on forms provided by the City. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of sixty (60) days unless otherwise specified.

2. **EXECUTION OF OFFER:** Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein. All spaces requesting information from the offeror shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the offeror to any entry must be initialed.

3. **OPENING:** Opening shall be public at City Hall immediately following the advertised deadline date and time for receipt of submittals. Pursuant to Section 119.073(3)(0) Florida Statutes (1991) no further information regarding offers submitted will be made public until such time of intended award or thirty (30) days, whichever is earlier.

4. **PUBLIC RECORD:** The City of DeLand, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes. Pursuant to chapter 119 only trade secrets as defined in Section 812.081, Florida Statute shall be exempt from disclosure.

5. **TABULATION:** Anyone wishing to receive a copy of the tabulation of offers is required to enclose a stamped, self-addressed envelope with submittal, or include a written request to have the tabulation emailed to the email address listed above.

6. **CLARIFICATION/CORRECTION OF ENTRY:** The City of DeLand reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.

7. **INTERPRETATION/ADDENDA:** Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may affect the eventual outcome of the invitation/offer shall be furnished in writing to prospective offerors.

   No interpretation shall be considered binding unless provided in writing by the City of DeLand in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with offeror's response.
   Failure to acknowledge addenda may result in the offer not being considered.

8. **INCURRED EXPENSES:** This invitation does not commit the City to make an award nor shall the City be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a reply, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.

9. **PRICING:** Unless otherwise specified, prices offered shall remain firm for a period of at least sixty (60) days; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the City to a secure area of inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.

10. **ADDITIONAL TERMS & CONDITIONS:** The City of DeLand reserves the right to reject offers containing terms or conditions contradictory to those requested in the invitation specifications.

11. **TAXES:** The City of DeLand is exempt from Federal Excise Taxes and all sales taxes. Florida State Exemption Certificate No. 85-8013842706C-2.

12. **DISCOUNTS:** All discounts, except those for prompt payment, shall be considered in determining the lowest net cost for evaluation purposes.

13. **MEETS SPECIFICATIONS:** The offeror represents that all offers to this invitation shall meet or exceed the minimum requirements specified.

14. **SAMPLES:** When required, samples of products shall be furnished with response to the City at no charge. Samples may be tested and will not be returned to the offeror. The result of any and all testing shall be made available upon written request.

15. S**ILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

16. **GOVERNING LAWS:** Any agreement to purchase resulting from this invitation shall be governed by the laws, regulations, and ordinances of the State of Florida and the City of DeLand, Florida. Venue shall be non-jury in the Circuit Court of Volusia County, Florida.

17. **ASSIGNMENT:** Any agreement to purchase issued pursuant to this invitation and award thereof and the monies which may become due hereunder are not assignable except with the prior written approval of the City.

18. **CONTENT OF INVITATION/RESPONSE:** The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the 'GENERAL CONDITIONS AND INSTRUCTIONS".

19. **LIABILITY:** The supplier/provider shall hold and save the City of DeLand, its officers, agents, and employees harmless against claims by third parties resulting from breach of contract or negligence by the supplier/provider.

20. **PATENTS, COPYRIGHT, AND ROYALTIES:** The supplier/provider, without exception, shall indemnify and save harmless the City of DeLand, its officers, agents and employees, from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the City of DeLand. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

21. **TRAINING:** Unless otherwise specified, suppliers/providers may be required at the convenience of and at no expense to the City to provide training to City personnel in the operation and maintenance of any item purchased as a result of this invitation.

22. **ACCEPTANCE:** Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.

23. **SAFETY WARRANTY:** Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use hereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

24. **WARRANTY:** The offeror agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the offeror gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City of DeLand by any other provision of the invitation/offer.

25. **AWARD:** As the best interest of the City may require, the City reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof, on a geographical basis and/or on a Citywide basis with

one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s), made as a result of this invitation, shall conform to applicable ordinances of the City of DeLand, Florida.

26. **VIOLATIONS:** Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the offeror/bidder being disqualified from doing business with the City for a period of time to be determined on a case-by-case basis.

27. **OTHER AGENCIES:** All Respondents awarded Contracts from this solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Contract under the same prices, terms, and conditions. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality, or agency, nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further it is understood that each agency will issue its own purchase order to the awarded Respondent(s).

28. **UNIT PRICING:** For purposes of this Invitation and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matters; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

29. I**NSURANCE:** Vendor/Contractor shall defend, indemnify and hold harmless the City of DeLand 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 arising out of the agreement or any act or omission of Vendor/Contractor or its agents, servants, employees, independent contractors, customers, patrons or invitees, unless such claims are as a result of the City's sole negligence.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract, a comprehensive public liability insurance policy issued by a responsible insurance company, and in a form acceptable to the City, protecting and insuring against all of the following: claims, demands, damages, fees, fines, penalties, suits, proceedings, actions, and costs of actions, etc. coverage limits of not less than $1,000,000 for bodily injury to or death to one or more person(s), and $1,000,000 for damage to any property, or a combined single limit of $2,000,000 for any occurrence of bodily injury to persons or damage to property, which insurance shall be issued on the occurrence basis. This policy shall name the City of DeLand as additionally insured.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract an automobile liability coverage policy with a minimum of a $1,000,000 combined single limit per occurrence.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract, Worker's Compensation and Employer's Liability Insurance covering all the persons employed by the Vendor/Contractor in connection with this contract. Worker's Compensation shall be the Statutory Limits.

The Vendor/Contractor shall not commence work under this contract until he has obtained all insurance required and submitted proof thereof to the City's Risk Manager for approval. Certificates shall provide for thirty (30) day cancellation notice to the City. Referenced Certificate to be mailed to Risk Manager, City of DeLand, 120 South Florida Avenue, DeLand, Florida, 32720-5481.

The Vendor/Contractor shall either cover any sub-contractors on its policy or require the sub-contractors to conform to all requirement for insurance contained herein.Vendor/Contractor agrees that the City of DeLand will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the City's Risk Manager.

30. **DEFINITIONS:**

CITY – The term "City" herein refers to the City of DeLand, Florida, and its duly authorized representatives.

OFFEROR - The term "offeror" used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the City in response to this invitation.

BIDDER – The term "bidder" used herein refers to any dealer, manufacturer, representative, distributor, or business organization that will be or has been awarded a contract and/or purchase order pursuant to the terms and conditions of the invitation and accepted offer.

31. **PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

32. **PERMITS**: Contractor shall be responsible for payment of all applicable permit fees.

33. **PAYMENT:** Payment will be made in accordance with Local Government Prompt Payment Act (Florida Statutes 218.70 – 218.80). A City of DeLand VISA Purchasing Card will be used to pay for services or goods you provide, unless you are not currently VISA capable. Ability to accept VISA will not be considered in determining "lowest and best responsive bidder". If you are not currently VISA capable, invoices submitted by the first of the month will be paid with the regularly scheduled accounts payable run for that month unless stated otherwise.

34. **PERFORMANCE BOND:** Upon bid submission the bidder will be required to furnish and pay for a satisfactory contract 100% Performance and Payment Bond to be recorded by the vendor, with the Clerk of the Circuit Court, Volusia County, Florida, to enter into a contract for services with the City of DeLand. The recorded document shall be returned to the City of DeLand, City Clerk's Office, 120 South Florida Avenue, DeLand, FL, 32720

35. **AVAILABILITY OF FUNDS:** A contract shall be deemed executory only to the extent of appropriations available to each department for the purchase of such articles. The City's extended obligation on these contracts, which envision extended funding through successive fiscal periods, shall be contingent upon actual appropriations for the following fiscal year.

36. **E-VERIFY:** In accordance with Florida State Law, Executive Order 11-116, any vendor or company that the City enters into contract with, or issues a purchase order, must utilize the E-Verify system.

THE CITY OF DELAND RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

Daytona Beach News Journal
Legal Section Ad dated 02/10/2026

CITY OF DELAND
NOTICE TO BIDDERS
NO. B-26-05

NOTICE IS HEREBY GIVEN that the City of DeLand will receive sealed proposals at the City Hall 2nd floor receptionist, 120 South Florida Avenue, DeLand, Florida, until 2:00 p.m. on March 3, 2026 and will open the submitted bids in the Commission Chambers, first floor, immediately following the submittal closing time for the following:

" Fire Station #82 - Bay Doors Replacement "

Bids must comply and be submitted in accordance with the project technical specifications which may be obtained at the office of the City Hall, 120 S. Florida Avenue, DeLand, Florida, any time prior to the bid opening. Questions shall be directed to the office of the Purchasing Coordinator, Corey McMillen at 386-626-7078 or by email at mcmillenc@deland.org or Purchasing@deland.org.

Michael Pleus
City Manager

CERTIFICATION AFFIDAVIT BY CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

1. This sworn statement is submitted to the City of DeLand, Florida:

   By: (Authorized Individual's name and title)

   For:
   (Name of Company/Individual submitting sworn statement)

2. Local Preference Eligibility:
   a. Vendor has been in business for a minimum of six (6) months prior to the date of bid. Yes or No?
   b. Vendor has attached proof of local business in the form of a business tax receipt from a local jurisdiction per City of DeLand Local Preference ordinance. Yes or No?

3. Job Openings:
   a. There will or there will not be job openings created by award of this contract; yes or no?
   b. Job openings related to award of this bid shall be advertised with:

      Center for Business Excellence
      846 Saxon Boulevard
      Orange City, Florida 32763
      (386) 323-7079
      businessservices2@cbe-fve.org

   c. Verification receipt of job posting must be provided to the Finance Director within ten (10) days after the job advertisement has been released:

      City of DeLand
      Finance Director
      120 South Florida Avenue
      DeLand, Florida 32720

I understand that the submission of this form to the City of DeLand, Florida, is valid through the end of term of the awarded contract. I also understand that failure to notify the City of DeLand of a change in address out of the local area may result in breach of contract.

(Signature)_____

STATE OF FLORIDA
COUNTY OF

Sworn to (or affirmed) and subscribed before me this _____day of_____ , 20____,

by_____
(name of person making statement)

(NOTARY SEAL) _____
(Signature of Notary Public – State of Florida)

_____
(Name of Notary Typed, Printed, or Stamped)

Personally Known____ OR Produced Identification_____
Type of Identification Produced_____

FIRE STATION #82 - BAY DOORS REPLACEMENT
B-26-05
SPECIFICATIONS

1. PURPOSE

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from qualified contractors to provide The City of DeLand ("the City") with the removal, disposal, replacement, and installation of Bay Doors for Fire Station #82. Location: 257 W. International Speedway Boulevard, DeLand, FL 32720.

2. SPECIFICATION

A. Three (3) 14x14 Steel Sectional Door w/Window Glazing

- Model: Amarr 2442 or equivalent
- R-Value: 19.40
- Dimensions: 14'0 Width x 14'1" Height
- Steel Section Color: Positive Red
- Window Type: Fullview 3552, with PVC Glazing Retainer
- Aluminum Fullview Frame (Color: Clear Adonized)
- Window Glazing: (2) ¼" Black Ice (Laminated Opaque)
- IBC Compliance: IBC-2756-110-15
- Wind Load: 16.7/-18.9 PSF, 122 MPH (Exposure C at 25' MRH)
- Track & Spring System
    i. Track Lift: 3" RB3 Standard Lift with Shaft
    ii. Spring: RA w/JB-SL15R 1" Solid, 25K Cycles (Duplex)
- Cable Keepers
- Bumper Springs
- Clip-On Reverse Angle Seal (black)
- Top Seals (14'2" TS-14)

B. Three (3) 14x14 Steel Sectional Door

- Model: Amarr 2442 or equivalent
- R-Value: 19.40
- Dimensions: 14'0 Width x 14'1" Height
- Steel Section Color: Positive Red
- Aluminum Fullview Frame (Color: Clear Adonized)
- IBC Compliance: IBC-2756-110-15
- Wind Load: 16.7/-18.9 PSF, 122 MPH (Exposure C at 25' MRH)
- Track & Spring System
    i. Track Lift: 3" RB3 Standard Lift with Shaft
    ii. Spring: RA w/JB-SL15R 1" Solid, 25K Cycles (Duplex)
- Cable Keepers
- Bumper Springs
- Clip-On Reverse Angle Seal (black)

- Top Seals (14'2" TS-14)

C. Six (6) Commercial Operator

D. Six (6) 3-Button Indoor Surface Mount Station

- 3-button control panel for managing door operations
- interior installation with clearly marked Open, Close, and Stop buttons
- Compatible with standard systems

E. Six (6) Sensing Edge

- 6-foot pneumatic sensing edge with rubber profile and aluminum mounting channel
- Immediate stop or reverse of the door upon contact with an obstruction
- Compatible with pneumatic edge controllers

F. Six (6) Photo Eyes Protection System

- Waterproof, dustproof, and corrosion-resistant housing
- NEMA 4-rated enclosure

G. Nine (9) Remote Door Opener

- Secure frequency range of 315 MHz

3. PRICES & TERM

Bidders shall bid unit prices, F.O.B. destination, including all discounts in accordance with units and quantities indicated on the Price Sheet. The prices bid shall be used for payment and shall be deemed to include payment in full for all transportation, labor, and equipment used in delivering all supplies and materials to the point of delivery.

4. INQUIRIES

Questions shall be directed to the office of the Purchasing Manager, Corey McMillen at 386-626-7078 or by email at mcmillenc@deland.org or Purchasing@deland.org. Any bid or specification changes will be communicated via addendum from the Purchasing Manager. Questions will be accepted until **February 24, 2026 @ 5:00 P.M.**

5. PRE-BID MEETING

N/A

6. SUBMITTAL REQUIREMENTS

The following documents, completed and signed wherever applicable, are required with each response:

- Signed Bid Invitation
- Local Preference Affidavit (if applying)
- Bidder Acknowledgement Form
- Price Sheet
- Proposer's Certification
- Bid Bond
- W-9 Form
- Non-Collusion Affidavit

- Conflict of Interest Affidavit
- Contractor Affidavit Regarding Scrutinized Company List
- Human Trafficking Affidavit
- Drug-Free Workplace Form
- Public Entity Crime Form
- Certificate as to Corporate Principal
- Reference Form

7. RECEIVING OF BIDS

Bids must be received by The City of DeLand Purchasing Coordinator, 120 S. Florida Ave., 2nd Floor, DeLand, FL 32720 no later than **March 3, 2026 @ 2:00 P.M.**

Bids shall be submitted with the "Original" clearly marked and an equivalent electronic PDF file on compact disc or USB flash drive. DO NOT MODIFY OR REISSUE THE PRICE SHEET; USE THE PRICE SHEET FORM PROVIDED.

Note* Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third (3rd) floor at the above address. Contractors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Contractor's risk. To be considered, a bid must be accepted by the Purchasing Coordinator no later than the ITB closing date and time. If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

Electronic submission is now available on VendorLink at www.myvendorlink.com.

E-VERIFY

In accordance with Florida State Law, Executive Order 11-116, any vendor or company that the City enters into contract with, or issues a purchase order, must utilize the E-Verify system. This documentation is required after award of bid from the awarded bidder(s), if not the City will not be able to enter into contract and will utilize the next lowest bidder who can provide the required E-Verify documentation.

ATTACHMENTS: Attachment A – Price Sheet
Attachment B – Draft Contract

FIRE STATION #82 - BAY DOORS REPLACEMENT
B-26-05
BIDDER ACKNOWLEDGEMENT FORM

ADDENDUM ACKNOWLEDGMENT

Contractor acknowledges receipt of amendments by indicating amendment number and date of issue.

Add. No._____ Dated_____ // Add. No._____ Dated_____

Add. No._____ Dated_____ // Add. No._____ Dated_____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for B-26-05 / Fire Station #82 - Bay Doors Replacement.

COMPANY NAME_____

ADDRESS_____

AUTHORIZED SIGNATURE_____

PRINTED SIGNATURE_____DATE_____

TELEPHONE #_____FAX #_____

EMAIL_____

PROPOSER'S CERTIFICATION

IN WITNESS WHEREOF, the Proposer hereto has executed this Proposal Form this

_____ day of _____, 2026.

By:_____
Signature of Individual

_____
Printed Name of Individual

_____
Witness

Business Address _____

City/State/Zip _____

Business Phone Number _____Fax Number_____

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp,
or Type as Commissioned)

CITY OF DeLAND COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
FIRE STATION #82 - BAY DOORS REPLACEMENT
B-26-05

INDEMNIFICATION
The City shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the City is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the City and pay the cost of the City's legal defenses, including fees of attorneys as may be selected by the City, for all claims described in the hold harmless clause herein. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

It is agreed by the parties hereto that the Contractor has received specific consideration under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS
The Contractor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the City, until final acceptance by the City of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a **$1,000,000** combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned and rented vehicles with a **$1,000,000** combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional **Liability Insurance Policy** in the amount of **$1,000,000** per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a **Builders Risk Insurance Policy or Installation Floater** with loss limits equal to the value of the construction project.

In addition to the above, **Specialty Insurance** policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by City of DeLand Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the City demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the City as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

_____

(CONTRACTOR)

_____

(PRINCIPAL CONTRACTOR ADDRESS)

_____

(PRINCIPAL CONTRACTOR ADDRESS 2)

_____

(TELEPHONE NUMBER)

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

_____

(SURETY)

_____

(SURETY ADDRESS)

_____

(SURETY ADDRESS 2)

_____

(TELEPHONE NUMBER)

_____

(AM BEST, NAIC, OR FEIN NUMBER)

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida;

are held and firmly bound unto the City of DeLand Commissioners, (hereinafter called “Obligee”), in the penal sum of

_____ Dollars and no cents ($_____),

good and lawful money of the United States of America, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The Condition of this Obligation is such, that,

WHEREAS the Principal has submitted a bid to the Obligee on a contract for the construction of « Fire Station #82 - Bay Doors Replacement », Bid No. «B-26-05» in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Bidding or Contract Documents with good, qualified and sufficient surety for the faithful

performance of such construction for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void; otherwise this bid is to remain in full force and effect for the payment to Obligee of the stated penal sum hereof.

IN WITNESS WHEREOF, we have hereunto set our signatures and seal this _____ day of _____, 20____, all pursuant to due authorization.

_____ (Seal)
Principal

By_____
Surety

By_____
As Attorney-in-Fact (Attach Power of Attorney)

STATE OF _____)
COUNTY OF _____) *S.S.*

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 20___, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

_____
NAME OF NOTARY PUBLIC (*PRINTED*)

_____ _____
SIGNATURE OF NOTARY PUBLIC STATE

_____
COMMISSION NUMBER

MY COMMISSION EXPIRES: _____

(AFFIX SEAL or STAMP)

NON-COLLUSION AFFIDAVIT

State of _____)

City of_____)

_____ being first duly sworn, deposes and says that:

(1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Contractor that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Contractor, firm, or person to fix the price or prices in the attached Proposal or of any other Contractor, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Contractor, or to secure trough any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By:_____
Signature of Individual

_____
Printed Name of Individual

_____
Title of Individual

Signed, sealed and delivered in the presence of:

_____ _____
Witness Witness

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp,
or Type as Commissioned)

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

State of _____)
City of _____)

SUBSCRIBED AND SWORN to before me this____ day of_____ , 20__, by

_____ , who is personally known to me to be the

_____ for the Firm, OR who produced the following

identification:_____

Notary Public

My Commission Expires:

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

CITY OF _____

BEFORE ME, the undersigned authority, personally appeared _____, who, being by me first duly sworn, made the following statement:

1. The Business address of _____(name of bidder or Contractor) is _____.

2. My relationship to _____(name of bidder or Contractor) is (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that “business operations” means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. _____ (name of the bidder or Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. _____ (name of the bidder or Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. _____ (name of the bidder or Contractor) is not engaged in business operations in Cuba or Syria.

_____
Signature

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20____.

(AFFIX SEAL or STAMP)

_____
Notary Public

My commission expires:

CITY OF DeLAND

CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "[w]henever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).

(4) In the statement specified in subsection one (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with The City of DeLand's General Conditions, Drug-Free Workplace.

_____	_____
Business Name	Bid Number and Name
_____	_____
Authorized Representative's Signature	Date
_____	_____
Name	Position

PUBLIC ENTITY CRIME FORM

Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged:_____ Date: _____

REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client:_____
Date of Services:_____
Description of Services:_____
Street Address:_____
City, State, ZIP Code:_____
Telephone #:_____ Fax #:_____
Contact Person: _____ Email:_____

Ref #2. Customer/Client:_____
Date of Services:_____
Description of Services:_____
Street Address:_____
City, State, ZIP Code:_____
Telephone #:_____ Fax #:_____
Contact Person: _____ Email:_____

Ref #3. Customer/Client:_____
Date of Services:_____
Description of Services:_____
Street Address:_____
City, State, ZIP Code:_____
Telephone #:_____ Fax #:_____
Contact Person: _____ Email:_____

Ref #4. Customer/Client:_____
Date of Services:_____
Description of Services:_____
Street Address:_____
City, State, ZIP Code:_____
Telephone #:_____ Fax #:_____
Contact Person: _____ Email:_____

Ref #5. Customer/Client:_____
Date of Services:_____
Description of Services:_____
Street Address:_____
City, State, ZIP Code:_____
Telephone #:_____ Fax #:_____
Contact Person: _____ Email:_____

CONTRACTOR NAME_____

ADDRESS_____

PRINTED SIGNATURE_____

AUTHORIZED SIGNATURE_____

TELEPHONE #_____FAX#_____DATE_____

EMAIL:_____

HUMAN TRAFFICKING AFFIDAVIT

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein and execute this affidavit in order to comply with the requirements of Section 787.06(13), Florida Statutes.

2. I currently serve in the capacity listed below on behalf of the company listed below.

3. The company listed below does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made in accordance with Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

Date executed _____.

COMPANY

_____

NAME OF BUSINESS ENTITY

_____

SIGNATURE

_____

NAME AND TITLE

Exhibit 2

Fire Station #82 - Bay Doors Replacement

NO. B-26-05

City of DeLand
120 S. Florida Ave
DeLand, FL 32720
(386) 626-7000

Daytona Beach News Journal
Legal Section Ad dated 02/10/2026

CITY OF DELAND
NOTICE TO BIDDERS
NO. B-26-05

NOTICE IS HEREBY GIVEN that the City of DeLand will receive sealed proposals at the City Hall 2nd floor receptionist, 120 South Florida Avenue, DeLand, Florida, until 2:00 p.m. on March 3, 2026 and will open the submitted bids in the Commission Chambers, first floor, immediately following the submittal closing time for the following:

" Fire Station #82 - Bay Doors Replacement "

Bids must comply and be submitted in accordance with the project technical specifications which may be obtained at the office of the City Hall, 120 S. Florida Avenue, DeLand, Florida, any time prior to the bid opening. Questions shall be directed to the office of the Purchasing Coordinator, Corey McMillen at 386-626-7078 or by email at mcmillenc@deland.org or Purchasing@deland.org.

Michael Pleus
City Manager

SUBMIT TO: CITY OF DeLAND FINANCE DEPT., 2nd Floor Receptionist 120 SOUTH FLORIDA AVENUE DeLAND, FLORIDA 32720	**INVITATION TO BID** **AN EQUAL OPPORTUNITY EMPLOYER**	
CONTACT PERSON: Corey McMillen		
PHONE: 386-626-7078	**BID # B-26-05**	*SUBMITTALS RECEIVED AFTER SPECIFIED DATE AND TIME WILL NOT BE CONSIDERED*
BID TITLE: Fire Station #82 - Bay Doors Replacement		**SUBMITTAL DEADLINE** **March 3, 2026 @ 2:00 P.M.**
PRE-BID DATE, TIME AND LOCATION:		**BID BOND REQUIRED: 5%**
RESPONDENT NAME: Magic Overhead Door Co., Inc		**FEDERAL ID # OR SOCIAL SECURITY #:** 20-0492737
MAILING ADDRESS: 700 N Beach Street		**TELEPHONE #:** (386) 253-5396
CITY – STATE – ZIP: Daytona Beach, FL 32114		**FAX #:** 3862520948
X [signature] *AUTHORIZED SIGNATURE*		**EMAIL:** sales@magicdoorco.com Title Vice President
Printed Name Brady C. Rock		Date 3/6/26

By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the City of DeLand all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or services(s) purchased or acquired by the City of DeLand. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

Sec. 25A.5-2. Local bid preference

(a) Applicability. This Section shall apply to all purchasing $25,000.00 and above which is accomplished by the City of DeLand pursuant to an invitation to bid.

(b) Preference. Where the lowest Bid is submitted by a vendor which is not a Local business, and a Bid is submitted by a Local business which is within five percent (5%) of the lowest Bid, then the Local business submitting the lowest Bid amongst all Local business submitting Bids, and the vendor submitting the lowest Bid, shall each have the opportunity to submit, within five (5) working days of the bid opening, a best and final Bid equal to or lower than the amount of the lowest Bid. The contract shall be awarded to the vendor submitting the lowest final Bid. In the case of a tie between a Local business and a vendor which is not a Local business, the contract shall be awarded to the Local business.

(c) Exemptions. Notwithstanding the provisions of subparagraph (b) above, this Section shall not apply to any of the following purchasing activities:

1. Purchasing funded, in whole or in part, by an entity prohibiting application of the preference provided by this section by grant agreement, contract or applicable federal, state, or local law;

2. Items purchased on state contracts, "piggybacked" contracts, sole source purchases, or other purchases which are not accomplished by competitive bids, in accordance with the City's Charter and Purchasing Guidelines;

3. Emergency purchasing.

(d) Certification. A vendor claiming to qualify as a Local business for purposes of this Section shall so certify in writing on a form prescribed by the City of DeLand's finance director as part of the request for bids process.

(e) Verification. Any vendor which has qualified as Local business as prescribed in this Section shall provide all documentation reasonably required by the finance director that demonstrates its status as a Local business prior to the time of purchase or recommendation of award of contract.

(f) Maintenance of status. A vendor granted a preference under this Section which results in the award of a contract may be required to stipulate to maintaining its status as Local businesses throughout the term of the contract.

(g) Job openings. A vendor which is granted a preference under this Section which results in the award of a contract shall be required to post job openings related to the contract with such agencies or organizations designated by the city manager.

(h) Compliance. Noncompliance with this section shall be deemed a material breach of any contract which resulted from a preference granted under this Section, and such breach shall be grounds for termination by the City of DeLand. The terms of this Section are deemed incorporated by reference in any contract resulting from a preference granted under this Section, regardless of whether such contract expressly so states.

GENERAL CONDITIONS AND INSTRUCTIONS

******PLEASE READ CAREFULLY******

1. **SUBMISSION OF OFFERS:** All offers shall be submitted in a sealed envelope or package. The invitation numbers, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the receptionist located on the 2nd floor of City Hall prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received after the specified date and time will not be considered.

   Responses shall be submitted on forms provided by the City. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of sixty (60) days unless otherwise specified.

2. **EXECUTION OF OFFER:** Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein. All spaces requesting information from the offeror shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the offeror to any entry must be initialed.

3. **OPENING:** Opening shall be public at City Hall immediately following the advertised deadline date and time for receipt of submittals. Pursuant to Section 119.073(3)(0) Florida Statutes (1991) no further information regarding offers submitted will be made public until such time of intended award or thirty (30) days, whichever is earlier.

4. **PUBLIC RECORD:** The City of DeLand, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes. Pursuant to chapter 119 only trade secrets as defined in Section 812.081, Florida Statute shall be exempt from disclosure.

5. **TABULATION:** Anyone wishing to receive a copy of the tabulation of offers is required to enclose a stamped, self-addressed envelope with submittal, or include a written request to have the tabulation emailed to the email address listed above.

6. **CLARIFICATION/CORRECTION OF ENTRY:** The City of DeLand reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.

7. **INTERPRETATION/ADDENDA:** Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may affect the eventual outcome of the invitation/offer shall be furnished in writing to prospective offerors.

   No interpretation shall be considered binding unless provided in writing by the City of DeLand in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with offeror's response.
   Failure to acknowledge addenda may result in the offer not being considered.

8. **INCURRED EXPENSES:** This invitation does not commit the City to make an award nor shall the City be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a reply, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.

9. **PRICING:** Unless otherwise specified, prices offered shall remain firm for a period of at least sixty (60) days; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the City to a secure area of inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.

10. **ADDITIONAL TERMS & CONDITIONS:** The City of DeLand reserves the right to reject offers containing terms or conditions contradictory to those requested in the invitation specifications.

11. **TAXES:** The City of DeLand is exempt from Federal Excise Taxes and all sales taxes. Florida State Exemption Certificate No. 85-8013842706C-2.

12. **DISCOUNTS:** All discounts, except those for prompt payment, shall be considered in determining the lowest net cost for evaluation purposes.

13. **MEETS SPECIFICATIONS:** The offeror represents that all offers to this invitation shall meet or exceed the minimum requirements specified.

14. **SAMPLES:** When required, samples of products shall be furnished with response to the City at no charge. Samples may be tested and will not be returned to the offeror. The result of any and all testing shall be made available upon written request.

15. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

16. **GOVERNING LAWS:** Any agreement to purchase resulting from this invitation shall be governed by the laws, regulations, and ordinances of the State of Florida and the City of DeLand, Florida. Venue shall be non-jury in the Circuit Court of Volusia County, Florida.

17. **ASSIGNMENT:** Any agreement to purchase issued pursuant to this invitation and award thereof and the monies which may become due hereunder are not assignable except with the prior written approval of the City.

18. **CONTENT OF INVITATION/RESPONSE:** The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the 'GENERAL CONDITIONS AND INSTRUCTIONS".

19. **LIABILITY:** The supplier/provider shall hold and save the City of DeLand, its officers, agents, and employees harmless against claims by third parties resulting from breach of contract or negligence by the supplier/provider.

20. **PATENTS, COPYRIGHT, AND ROYALTIES:** The supplier/provider, without exception, shall indemnify and save harmless the City of DeLand, its officers, agents and employees, from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the City of DeLand. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

21. **TRAINING:** Unless otherwise specified, suppliers/providers may be required at the convenience of and at no expense to the City to provide training to City personnel in the operation and maintenance of any item purchased as a result of this invitation.

22. **ACCEPTANCE:** Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.

23. **SAFETY WARRANTY:** Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use hereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

24. **WARRANTY:** The offeror agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the offeror gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City of DeLand by any other provision of the invitation/offer.

25. **AWARD:** As the best interest of the City may require, the City reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof, on a geographical basis and/or on a Citywide basis with

one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s), made as a result of this invitation, shall conform to applicable ordinances of the City of DeLand, Florida.

26. **VIOLATIONS:** Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the offeror/bidder being disqualified from doing business with the City for a period of time to be determined on a case-by-case basis.

27. **OTHER AGENCIES:** All Respondents awarded Contracts from this solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Contract under the same prices, terms, and conditions. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality, or agency, nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further it is understood that each agency will issue its own purchase order to the awarded Respondent(s).

28. **UNIT PRICING:** For purposes of this Invitation and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matters; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

29. **INSURANCE:** Vendor/Contractor shall defend, indemnify and hold harmless the City of DeLand 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 arising out of the agreement or any act or omission of Vendor/Contractor or its agents, servants, employees, independent contractors, customers, patrons or invitees, unless such claims are as a result of the City's sole negligence.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract, a comprehensive public liability insurance policy issued by a responsible insurance company, and in a form acceptable to the City, protecting and insuring against all of the following: claims, demands, damages, fees, fines, penalties, suits, proceedings, actions, and costs of actions, etc. coverage limits of not less than $1,000,000 for bodily injury to or death to one or more person(s), and $1,000,000 for damage to any property, or a combined single limit of $2,000,000 for any occurrence of bodily injury to persons or damage to property, which insurance shall be issued on the occurrence basis. This policy shall name the City of DeLand as additionally insured.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract an automobile liability coverage policy with a minimum of a $1,000,000 combined single limit per occurrence.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract, Worker's Compensation and Employer's Liability Insurance covering all the persons employed by the Vendor/Contractor in connection with this contract. Worker's Compensation shall be the Statutory Limits.

The Vendor/Contractor shall not commence work under this contract until he has obtained all insurance required and submitted proof thereof to the City's Risk Manager for approval. Certificates shall provide for thirty (30) day cancellation notice to the City. Referenced Certificate to be mailed to Risk Manager, City of DeLand, 120 South Florida Avenue, DeLand, Florida, 32720-5481.

The Vendor/Contractor shall either cover any sub-contractors on its policy or require the sub-contractors to conform to all requirement for insurance contained herein. Vendor/Contractor agrees that the City of DeLand will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the City's Risk Manager.

30. **DEFINITIONS:**

CITY – The term "City" herein refers to the City of DeLand, Florida, and its duly authorized representatives.

OFFEROR - The term "offeror" used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the City in response to this invitation.

BIDDER – The term "bidder" used herein refers to any dealer, manufacturer, representative, distributor, or business organization that will be or has been awarded a contract and/or purchase order pursuant to the terms and conditions of the invitation and accepted offer.

31. **PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

32. **PERMITS**: Contractor shall be responsible for payment of all applicable permit fees.

33. **PAYMENT:** Payment will be made in accordance with Local Government Prompt Payment Act (Florida Statutes 218.70 – 218.80). A City of DeLand VISA Purchasing Card will be used to pay for services or goods you provide, unless you are not currently VISA capable. Ability to accept VISA will not be considered in determining "lowest and best responsive bidder". If you are not currently VISA capable, invoices submitted by the first of the month will be paid with the regularly scheduled accounts payable run for that month unless stated otherwise.

34. **PERFORMANCE BOND:** Upon bid submission the bidder will be required to furnish and pay for a satisfactory contract 100% Performance and Payment Bond to be recorded by the vendor, with the Clerk of the Circuit Court, Volusia County, Florida, to enter into a contract for services with the City of DeLand. The recorded document shall be returned to the City of DeLand, City Clerk's Office, 120 South Florida Avenue, DeLand, FL, 32720

35. **AVAILABILITY OF FUNDS:** A contract shall be deemed executory only to the extent of appropriations available to each department for the purchase of such articles. The City's extended obligation on these contracts, which envision extended funding through successive fiscal periods, shall be contingent upon actual appropriations for the following fiscal year.

36. **E-VERIFY:** In accordance with Florida State Law, Executive Order 11-116, any vendor or company that the City enters into contract with, or issues a purchase order, must utilize the E-Verify system.

THE CITY OF DELAND RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

Daytona Beach News Journal
Legal Section Ad dated 02/10/2026

CITY OF DELAND
NOTICE TO BIDDERS
NO. B-26-05

NOTICE IS HEREBY GIVEN that the City of DeLand will receive sealed proposals at the City Hall 2nd floor receptionist, 120 South Florida Avenue, DeLand, Florida, until 2:00 p.m. on March 3, 2026 and will open the submitted bids in the Commission Chambers, first floor, immediately following the submittal closing time for the following:

" Fire Station #82 - Bay Doors Replacement "

Bids must comply and be submitted in accordance with the project technical specifications which may be obtained at the office of the City Hall, 120 S. Florida Avenue, DeLand, Florida, any time prior to the bid opening. Questions shall be directed to the office of the Purchasing Coordinator, Corey McMillen at 386-626-7078 or by email at mcmillenc@deland.org or Purchasing@deland.org.

Michael Pleus
City Manager

CERTIFICATION AFFIDAVIT BY CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

1. This sworn statement is submitted to the City of DeLand, Florida:

   By: Brady C. Ruck VP (Authorized Individual's name and title)

   For: Magic Overhead Door Co., Inc.

   (Name of Company/Individual submitting sworn statement)

2. Local Preference Eligibility:
   a. Vendor has been in business for a minimum of six (6) months prior to the date of bid. (Yes) or No?
   b. Vendor has attached proof of local business in the form of a business tax receipt from a local jurisdiction per City of DeLand Local Preference ordinance. (Yes) or No?

3. Job Openings:
   a. There will or there will not be job openings created by award of this contract; yes or (no)?
   b. Job openings related to award of this bid shall be advertised with:

      Center for Business Excellence
      846 Saxon Boulevard
      Orange City, Florida 32763
      (386) 323-7079
      businessservices2@cbe-fve.org

   c. Verification receipt of job posting must be provided to the Finance Director within ten (10) days after the job advertisement has been released:

      City of DeLand
      Finance Director
      120 South Florida Avenue
      DeLand, Florida 32720

I understand that the submission of this form to the City of DeLand, Florida, is valid through the end of term of the awarded contract. I also understand that failure to notify the City of DeLand of a change in address out of the local area may result in breach of contract.

(Signature) _____

STATE OF FLORIDA
COUNTY OF

Sworn to (or affirmed) and subscribed before me this 10 day of Mar, 2026

by Brady C Ruck
(name of person making statement)

(NOTARY SEAL)

Patricia D Bergen
(Signature of Notary Public – State of Florida)

Patricia D Bergen
(Name of Notary Typed, Printed, or Stamped)

Notary Public State of Florida
Patricia D. Bergen
My Commission HH 719601
Expires 1/7/2030

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

FIRE STATION #82 - BAY DOORS REPLACEMENT
B-26-05
SPECIFICATIONS

1. PURPOSE

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from qualified contractors to provide The City of DeLand ("the City") with the removal, disposal, replacement, and installation of Bay Doors for Fire Station #82. Location: 257 W. International Speedway Boulevard, DeLand, FL 32720.

2. SPECIFICATION

A. Three (3) 14x14 Steel Sectional Door w/Window Glazing

- Model: Amarr 2442 or equivalent
- R-Value: 19.40
- Dimensions: 14'0 Width x 14'1" Height
- Steel Section Color: Positive Red
- Window Type: Fullview 3552, with PVC Glazing Retainer
- Aluminum Fullview Frame (Color: Clear Adonized)
- Window Glazing: (2) ¼" Black Ice (Laminated Opaque)
- IBC Compliance: IBC-2756-110-15
- Wind Load: 16.7/-18.9 PSF, 122 MPH (Exposure C at 25' MRH)
- Track & Spring System
    i. Track Lift: 3" RB3 Standard Lift with Shaft
    ii. Spring: RA w/JB-SL15R 1" Solid, 25K Cycles (Duplex)
- Cable Keepers
- Bumper Springs
- Clip-On Reverse Angle Seal (black)
- Top Seals (14'2" TS-14)

B. Three (3) 14x14 Steel Sectional Door

- Model: Amarr 2442 or equivalent
- R-Value: 19.40
- Dimensions: 14'0 Width x 14'1" Height
- Steel Section Color: Positive Red
- Aluminum Fullview Frame (Color: Clear Adonized)
- IBC Compliance: IBC-2756-110-15
- Wind Load: 16.7/-18.9 PSF, 122 MPH (Exposure C at 25' MRH)
- Track & Spring System
    i. Track Lift: 3" RB3 Standard Lift with Shaft
    ii. Spring: RA w/JB-SL15R 1" Solid, 25K Cycles (Duplex)
- Cable Keepers
- Bumper Springs
- Clip-On Reverse Angle Seal (black)

- Top Seals (14'2" TS-14)

C. Six (6) Commercial Operator

D. Six (6) 3-Button Indoor Surface Mount Station

- 3-button control panel for managing door operations
- interior installation with clearly marked Open, Close, and Stop buttons
- Compatible with standard systems

E. Six (6) Sensing Edge

- 6-foot pneumatic sensing edge with rubber profile and aluminum mounting channel
- Immediate stop or reverse of the door upon contact with an obstruction
- Compatible with pneumatic edge controllers

F. Six (6) Photo Eyes Protection System

- Waterproof, dustproof, and corrosion-resistant housing
- NEMA 4-rated enclosure

G. Nine (9) Remote Door Opener

- Secure frequency range of 315 MHz

3. PRICES & TERM

Bidders shall bid unit prices, F.O.B. destination, including all discounts in accordance with units and quantities indicated on the Price Sheet. The prices bid shall be used for payment and shall be deemed to include payment in full for all transportation, labor, and equipment used in delivering all supplies and materials to the point of delivery.

4. INQUIRIES

Questions shall be directed to the office of the Purchasing Manager, Corey McMillen at 386-626-7078 or by email at mcmillenc@deland.org or Purchasing@deland.org. Any bid or specification changes will be communicated via addendum from the Purchasing Manager. Questions will be accepted until **February 24, 2026 @ 5:00 P.M.**

5. PRE-BID MEETING

N/A

6. SUBMITTAL REQUIREMENTS

The following documents, completed and signed wherever applicable, are required with each response:

- Signed Bid Invitation
- Local Preference Affidavit (if applying)
- Bidder Acknowledgement Form
- Price Sheet
- Proposer's Certification
- Bid Bond
- W-9 Form
- Non-Collusion Affidavit

- Conflict of Interest Affidavit
- Contractor Affidavit Regarding Scrutinized Company List
- Human Trafficking Affidavit
- Drug-Free Workplace Form
- Public Entity Crime Form
- Certificate as to Corporate Principal
- Reference Form

7. RECEIVING OF BIDS

Bids must be received by The City of DeLand Purchasing Coordinator, 120 S. Florida Ave., 2nd Floor, DeLand, FL 32720 no later than **March 3, 2026 @ 2:00 P.M.**

Bids shall be submitted with the "Original" clearly marked and an equivalent electronic PDF file on compact disc or USB flash drive. DO NOT MODIFY OR REISSUE THE PRICE SHEET; USE THE PRICE SHEET FORM PROVIDED.

Note* Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third (3rd) floor at the above address. Contractors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Contractor's risk. To be considered, a bid must be accepted by the Purchasing Coordinator no later than the ITB closing date and time. If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

Electronic submission is now available on VendorLink at www.myvendorlink.com.

E-VERIFY

In accordance with Florida State Law, Executive Order 11-116, any vendor or company that the City enters into contract with, or issues a purchase order, must utilize the E-Verify system. This documentation is required after award of bid from the awarded bidder(s), if not the City will not be able to enter into contract and will utilize the next lowest bidder who can provide the required E-Verify documentation.

ATTACHMENTS: Attachment A – Price Sheet
Attachment B – Draft Contract

FIRE STATION #82 - BAY DOORS REPLACEMENT
B-26-05
BIDDER ACKNOWLEDGEMENT FORM

ADDENDUM ACKNOWLEDGMENT

Contractor acknowledges receipt of amendments by indicating amendment number and date of issue.

Add. No. 1 Dated 3/3/2026 // Add. No. _____ Dated _____

Add. No. _____ Dated _____ // Add. No. _____ Dated _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for B-26-05 / Fire Station #82 - Bay Doors Replacement.

COMPANY NAME Magic Overhead Door Co., Inc

ADDRESS 700 N Beach St Daytona Beach, FL 32114

AUTHORIZED SIGNATURE [signature] VP

PRINTED SIGNATURE Brady C Rock DATE 3/6/2026

TELEPHONE # (386) 253-5396 FAX # 3862520948

EMAIL SALES@magicdoorco.com

CITY OF DeLAND COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
FIRE STATION #82 - BAY DOORS REPLACEMENT
B-26-05

INDEMNIFICATION

The City shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the City is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the City and pay the cost of the City's legal defenses, including fees of attorneys as may be selected by the City, for all claims described in the hold harmless clause herein. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

It is agreed by the parties hereto that the Contractor has received specific consideration under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The Contractor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the City, until final acceptance by the City of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a **$1,000,000** combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned and rented vehicles with a **$1,000,000** combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional **Liability Insurance Policy** in the amount of **$1,000,000** per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a **Builders Risk Insurance Policy or Installation Floater** with loss limits equal to the value of the construction project.

In addition to the above, **Specialty Insurance** policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by City of DeLand Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the City demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the City as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.

PROPOSER'S CERTIFICATION

IN WITNESS WHEREOF, the Proposer hereto has executed this Proposal Form this

6 day of March, 2026.

By: _____
Signature of Individual

Brady C Ruck VP
Printed Name of Individual

DJ Cole
Witness

Business Address 700 N Beach St

City/State/Zip Daytona Beach, FL 32114

Business Phone Number (386) 2535396 Fax Number 3862520948

State of Fl

County of Volusia

The foregoing instrument was acknowledged before me this 6 day of March, 2026 by Brady C Ruck, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Patricia D Bergen
NOTARY PUBLIC

Patricia D Bergen
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

Notary Public State of Florida
Patricia D. Bergen
My Commission HH 719601
Expires 1/7/2030

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

Magic Overhead Door Co., Inc.
(CONTRACTOR)

700 N. Beach Street
(PRINCIPAL CONTRACTOR ADDRESS)

Daytona Beach, FL 32114
(PRINCIPAL CONTRACTOR ADDRESS 2)

386-253-5396
(TELEPHONE NUMBER)

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Merchants National Bonding, Inc.
(SURETY)

6700 Westown Pkwy
(SURETY ADDRESS)

West Des Moines, IA 50266
(SURETY ADDRESS 2)

515-558-8720
(TELEPHONE NUMBER)

A IX , 11595
(AM BEST, NAIC, OR FEIN NUMBER)

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of Iowa and authorized to do business in the State of Florida;

are held and firmly bound unto the City of DeLand Commissioners, (hereinafter called "Obligee"), in the penal sum of

Five Percent of the amount bid---------- Dollars and no cents ($----------5%----------),

good and lawful money of the United States of America, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The Condition of this Obligation is such, that,

WHEREAS the Principal has submitted a bid to the Obligee on a contract for the construction of « Fire Station #82 - Bay Doors Replacement », Bid No. «B-26-05» in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Bidding or Contract Documents with good, qualified and sufficient surety for the faithful

performance of such construction for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void; otherwise this bid is to remain in full force and effect for the payment to Obligee of the stated penal sum hereof.

IN WITNESS WHEREOF, we have hereunto set our signatures and seal this 6th day of March, 2026, all pursuant to due authorization.

Magic Overhead Door Co., Inc. (Seal)
Principal

By _____
Surety Merchants National Bonding, Inc.

By _____
As Attorney-in-Fact (Attach Power of Attorney)
Tyler D DeBord Attorney In Fact

STATE OF Florida)
COUNTY OF Volusia) *S.S.*

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 6th day of March, 2026, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Colleen Bailey
NAME OF NOTARY PUBLIC (*PRINTED*)

SIGNATURE OF NOTARY PUBLIC

Florida
STATE

HH351801
COMMISSION NUMBER

MY COMMISSION EXPIRES: January 22, 2027

COLLEEN BAILEY
Notary Public - State of Florida
My Comm. Expires January 22, 2027
Commission #HH351801

NON-COLLUSION AFFIDAVIT

State of Florida)

City of Daytona)

Brady C Ruck being first duly sworn, deposes and says that:

(1) He/she is the VP, (Owner, Partner, Officer, Representative or Agent) of Magic Overhead Door Co, Inc. the Contractor that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Contractor, firm, or person to fix the price or prices in the attached Proposal or of any other Contractor, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Contractor, or to secure trough any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: _____
Signature of Individual

Brady C Ruck
Printed Name of Individual

VP
Title of Individual

Signed, sealed and delivered in the presence of:

DJ Cole
Witness

Witness

State of Florida

County of Volusia

The foregoing instrument was acknowledged before me this 6 day of March, 2026 by Brady C Kyck, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Patricia D Bergen
NOTARY PUBLIC

Notary Public State of Florida
Patricia D. Bergen
My Commission HH 719601
Expires 1/7/2030

Patricia D Bergen
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

CITY OF Daytona Beach

BEFORE ME, the undersigned authority, personally appeared

Brady Ruck, who, being by me first duly sworn, made the following statement:

1. The Business address of Magic Overhead Door Co (name of bidder or Contractor) is 700 N Beach St Daytona Beach, FL 32114
2. My relationship to Magic Overhead Door VP (name of bidder or Contractor) is (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Magic Overhead Door Co., Inc
Company

700 N Beach St
Address

Authorized Signature

Daytona Beach, FL, 32114
City, State, Zip Code

Brady C Ruck, VP
Printed Name & Title

(386) 253-5396
Telephone No.

sales@magicdoorco.com
Email

386 252 0948
Fax No.

State of Florida)
City of Daytona)

SUBSCRIBED AND SWORN to before me this 6 day of March , 2026 by

Brady C Ruck , who is personally known to me to be the

_____ for the Firm, OR who produced the following

identification: _____

Notary Public State of Florida
Patricia D. Bergen
My Commission HH 719601
Expires 1/7/2030

Notary Public Patricia D Bergen

My Commission Expires:
1/7/2030

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. Magic Overhead Door Co (name of the bidder or Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. Magic Overhead Door Co (name of the bidder or Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. Magic Overhead Door Co (name of the bidder or Contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 6 day of March, 20 26

Patricia D Bergen
Notary Public

My commission expires:
1/7/2030

(AFFIX SEAL or STAMP)

Notary Public State of Florida
Patricia D. Bergen
My Commission HH 719601
Expires 1/7/2030

CITY OF DeLAND

CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "[w]henever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).

(4) In the statement specified in subsection one (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with The City of DeLand's General Conditions, Drug-Free Workplace.

Magic Overhead Door Co., Inc — Business Name

B-26-05 Fire Station #82 - Bay Doors Replacement — Bid Number and Name

Authorized Representative's Signature

3/6/26 — Date

Brady C. Ruck — Name

VP — Position

HUMAN TRAFFICKING AFFIDAVIT

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein and execute this affidavit in order to comply with the requirements of Section 787.06(13), Florida Statutes.

2. I currently serve in the capacity listed below on behalf of the company listed below.

3. The company listed below does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made in accordance with Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

Date executed 3/6/26.

COMPANY

Magic Overhead Door Co., INC

NAME OF BUSINESS ENTITY

SIGNATURE

Brady CRuck, VP

NAME AND TITLE

CITY OF DAYTONA BEACH
Local Business Tax Receipt # BT-59601

THE CITY OF DAYTONA BEACH
301 S. Ridgewood Ave., Rm 127-B
DAYTONA BEACH, FL 32114

Business Name: MAGIC OVERHEAD DOOR CO,INC

Location: 700 N Beach St DAYTONA BEACH, FL 32114

Business Type: Contractor

DEVELOPMENT SERVICES DEPARTMENT
Business Tax Division
Phone: 386-671-8280

BT-59601	BT No
9/11/2025	Valid From
9/30/2026	Valid To
9/11/2025	Payment Date
$115.00	Fee Amt

Mail To:
MAGIC OVERHEAD DOOR CO,INC
700 N BEACH ST
DAYTONA BEACH FL 32114

2026

Local Business Tax Receipt

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

PUBLIC ENTITY CRIME FORM

Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged: _____ Date: 3/6/26

REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: ABB Inc.
Date of Services: 2024
Description of Services: Security Grille Installation
Street Address: 1 Aviator Way
City, State, ZIP Code: Ormond Beach, FL 32174
Telephone #: 386-682-6601 Fax #:
Contact Person: Larry Rosenberg Email: larry.rosenberg@us.abb.com

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Ref #2. Customer/Client: City of Daytona Beach
Date of Services: 1984 - Current
Description of Services: Service/Repair/Install Overhead Doors
Street Address: 950 Bellevue Ave
City, State, ZIP Code: Daytona Beach, FL 32114
Telephone #: 386-405-2633 Fax #:
Contact Person: Eric Miller Email: millereric@codb.us

Ref #3. Customer/Client: City of DeLand
Date of Services: 1999 - Current
Description of Services: Service/Install/Repair Overhead Doors
Street Address: 1655 E. Taylor Rd
City, State, ZIP Code: Deland, FL 32724
Telephone #: 386-626-7330 Fax #:
Contact Person: Michael Vazquez Email: vazquezm@deland.org

Ref #4. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #: Fax #:
Contact Person: Email:

Ref #5. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #: Fax #:
Contact Person: Email:

CONTRACTOR NAME Magic Overhead Door Co, Inc
ADDRESS 700 N Beach St. Daytona Beach, FL 32114
PRINTED SIGNATURE Brady C Ryck
AUTHORIZED SIGNATURE VP
TELEPHONE # 386-253-5396 FAX# 386-252-0946 DATE 3/3/2026
EMAIL: sales@magicdoorco.com

B-26-05 Price Sheet

Item	Description	Qty	Unit Price	Extended Price
A	14x14 Steel Sectional Door w/Window Glazing	3	$8,390.00	$25,170.00
B	14x14 Steel Sectional Door	3	$6,779.00	$20,337.00
C	Commercial Operator	6	$2,198.00	$13,188.00
D	3-Button Indoor Surface Mount Station	6	$0.00	$0.00
E	Sensing Edge	6	$795.00	$4,770.00
F	Photo Eyes Protection System	6	$0.00	$0.00
G	Remote Door Opener	9	$40.00	$360.00
H	Removal & Disposal of current Bay Doors	1	$2,950.00	$2,950.00
I	Installation of replacement Bay Doors	1	$12,000.00	$12,000.00
Total Bid Price				$78,775.00

Price shall include all labor, materials, delivery/shipping, installation costs, and equipment to perform all requirements and meet all specifications

B-26-05 Tabulation

Item	Description	Qty	A.G. Pifer Construction Inc.		C&D Industrial Maintenance LLC		Magic Overhead Door Co. Inc.		Overhard Door Co.of Daytona Beach		JT Ruby Contracting	
			UnitPrice	Extended Price	UnitPrice	Extended Price	UnitPrice	Extended Price	UnitPrice	Extended Price	UnitPrice	Extended Price
A	14x14 Steel Sectional Door w/Window Glazing	3	$9,948.00	$29,844.00	$9,685.00	$29,055.00	$8,390.00	$25,170.00	$12,500.00	$37,500.00	$13,000.00	$39,000.00
B	14x14 Steel Sectional Door	3	$6,700.00	$20,100.00	$9,000.00	$27,000.00	$6,779.00	$20,337.00	$12,000.00	$36,000.00	$11,000.00	$33,000.00
C	Commercial Operator	6	$3,650.00	$21,900.00	$1,378.00	$8,268.00	$2,198.00	$13,188.00	$2,000.00	$12,000.00	$1,800.00	$10,800.00
D	3-Button Indoor Surface Mount Station	6	$150.00	$900.00	$60.00	$360.00	$0.00	$0.00	$150.00	$900.00	$450.00	$2,700.00
E	Sensing Edge	6	$300.00	$1,800.00	$226.26	$1,357.56	$795.00	$4,770.00	$300.00	$1,800.00	$75.00	$450.00
F	Photo Eyes Protection System	6	$200.00	$1,200.00	$94.50	$567.00	$0.00	$0.00	$300.00	$1,800.00	$50.00	$300.00
G	Remote Door Opener	9	$100.00	$900.00	$52.00	$468.00	$40.00	$360.00	$150.00	$1,350.00	$50.00	$450.00
H	Removal & Disposal of current Bay Doors	1	$2,000.00	$2,000.00	$7,920.00	$7,920.00	$2,950.00	$2,950.00	$2,000.00	$2,000.00	$1,200.00	$1,200.00
I	Installation of replacement Bay Doors	1	$28,000.00	$28,000.00	$30,000.00	$30,000.00	$12,000.00	$12,000.00	$6,285.00	$6,285.00	$20,850.00	$20,850.00
Total Bid Price				**$106,644.00**		**$104,995.56**		**$78,775.00**		**$99,635.00**		**$108,750.00**

Tabulation represents the lowest-responsive bidder and the recommended awardee of the City of DeLand. Bid tabulations are posted to DemandStar at www.demandstar.com & VendorLink at www.vendorlink.com.

Fire Station #82 - Bay Doors Replacement

NO. B-26-05

City of DeLand
120 S. Florida Ave
DeLand, FL 32720
(386) 626-7000

Daytona Beach News Journal
Legal Section Ad dated 02/10/2026

CITY OF DELAND
NOTICE TO BIDDERS
NO. B-26-05

NOTICE IS HEREBY GIVEN that the City of DeLand will receive sealed proposals at the City Hall 2nd floor receptionist, 120 South Florida Avenue, DeLand, Florida, until 2:00 p.m. on March 3, 2026 and will open the submitted bids in the Commission Chambers, first floor, immediately following the submittal closing time for the following:

" Fire Station #82 - Bay Doors Replacement "

Bids must comply and be submitted in accordance with the project technical specifications which may be obtained at the office of the City Hall, 120 S. Florida Avenue, DeLand, Florida, any time prior to the bid opening. Questions shall be directed to the office of the Purchasing Coordinator, Corey McMillen at 386-626-7078 or by email at mcmillenc@deland.org or Purchasing@deland.org.

Michael Pleus
City Manager

SUBMIT TO: CITY OF DeLAND FINANCE DEPT., 2nd Floor Receptionist 120 SOUTH FLORIDA AVENUE DeLAND, FLORIDA 32720	**INVITATION TO BID** **AN EQUAL OPPORTUNITY EMPLOYER**	
CONTACT PERSON: Corey McMillen		
PHONE: 386-626-7078	**BID # B-26-05**	*SUBMITTALS RECEIVED AFTER SPECIFIED DATE AND TIME WILL NOT BE CONSIDERED*
BID TITLE: Fire Station #82 - Bay Doors Replacement		**SUBMITTAL DEADLINE** **March 3, 2026 @ 2:00 P.M.**
PRE-BID DATE, TIME AND LOCATION:		**BID BOND REQUIRED: 5%**
RESPONDENT NAME: Magic Overhead Door Co., Inc		**FEDERAL ID # OR SOCIAL SECURITY #:** 20-0492737
MAILING ADDRESS: 700 N Beach Street		**TELEPHONE #:** (386) 253-5396
CITY – STATE – ZIP: Daytona Beach, FL 32114		**FAX #:** 3862520948
X [signature] *AUTHORIZED SIGNATURE*		**EMAIL:** sales@magicdoorco.com Title Vice President
Printed Name Brady C. Rock		Date 3/6/26

By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the City of DeLand all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or services(s) purchased or acquired by the City of DeLand. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

Sec. 25A.5-2. Local bid preference

(a) Applicability. This Section shall apply to all purchasing $25,000.00 and above which is accomplished by the City of DeLand pursuant to an invitation to bid.

(b) Preference. Where the lowest Bid is submitted by a vendor which is not a Local business, and a Bid is submitted by a Local business which is within five percent (5%) of the lowest Bid, then the Local business submitting the lowest Bid amongst all Local business submitting Bids, and the vendor submitting the lowest Bid, shall each have the opportunity to submit, within five (5) working days of the bid opening, a best and final Bid equal to or lower than the amount of the lowest Bid. The contract shall be awarded to the vendor submitting the lowest final Bid. In the case of a tie between a Local business and a vendor which is not a Local business, the contract shall be awarded to the Local business.

(c) Exemptions. Notwithstanding the provisions of subparagraph (b) above, this Section shall not apply to any of the following purchasing activities:

1. Purchasing funded, in whole or in part, by an entity prohibiting application of the preference provided by this section by grant agreement, contract or applicable federal, state, or local law;

2. Items purchased on state contracts, "piggybacked" contracts, sole source purchases, or other purchases which are not accomplished by competitive bids, in accordance with the City's Charter and Purchasing Guidelines;

3. Emergency purchasing.

(d) Certification. A vendor claiming to qualify as a Local business for purposes of this Section shall so certify in writing on a form prescribed by the City of DeLand's finance director as part of the request for bids process.

(e) Verification. Any vendor which has qualified as Local business as prescribed in this Section shall provide all documentation reasonably required by the finance director that demonstrates its status as a Local business prior to the time of purchase or recommendation of award of contract.

(f) Maintenance of status. A vendor granted a preference under this Section which results in the award of a contract may be required to stipulate to maintaining its status as Local businesses throughout the term of the contract.

(g) Job openings. A vendor which is granted a preference under this Section which results in the award of a contract shall be required to post job openings related to the contract with such agencies or organizations designated by the city manager.

(h) Compliance. Noncompliance with this section shall be deemed a material breach of any contract which resulted from a preference granted under this Section, and such breach shall be grounds for termination by the City of DeLand. The terms of this Section are deemed incorporated by reference in any contract resulting from a preference granted under this Section, regardless of whether such contract expressly so states.

GENERAL CONDITIONS AND INSTRUCTIONS

******PLEASE READ CAREFULLY******

1. **SUBMISSION OF OFFERS:** All offers shall be submitted in a sealed envelope or package. The invitation numbers, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the receptionist located on the 2nd floor of City Hall prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received after the specified date and time will not be considered.

   Responses shall be submitted on forms provided by the City. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of sixty (60) days unless otherwise specified.

2. **EXECUTION OF OFFER:** Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein. All spaces requesting information from the offeror shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the offeror to any entry must be initialed.

3. **OPENING:** Opening shall be public at City Hall immediately following the advertised deadline date and time for receipt of submittals. Pursuant to Section 119.073(3)(0) Florida Statutes (1991) no further information regarding offers submitted will be made public until such time of intended award or thirty (30) days, whichever is earlier.

4. **PUBLIC RECORD:** The City of DeLand, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes. Pursuant to chapter 119 only trade secrets as defined in Section 812.081, Florida Statute shall be exempt from disclosure.

5. **TABULATION:** Anyone wishing to receive a copy of the tabulation of offers is required to enclose a stamped, self-addressed envelope with submittal, or include a written request to have the tabulation emailed to the email address listed above.

6. **CLARIFICATION/CORRECTION OF ENTRY:** The City of DeLand reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.

7. **INTERPRETATION/ADDENDA:** Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may affect the eventual outcome of the invitation/offer shall be furnished in writing to prospective offerors.

   No interpretation shall be considered binding unless provided in writing by the City of DeLand in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with offeror's response.
   Failure to acknowledge addenda may result in the offer not being considered.

8. **INCURRED EXPENSES:** This invitation does not commit the City to make an award nor shall the City be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a reply, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.

9. **PRICING:** Unless otherwise specified, prices offered shall remain firm for a period of at least sixty (60) days; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the City to a secure area of inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.

10. **ADDITIONAL TERMS & CONDITIONS:** The City of DeLand reserves the right to reject offers containing terms or conditions contradictory to those requested in the invitation specifications.

11. **TAXES:** The City of DeLand is exempt from Federal Excise Taxes and all sales taxes. Florida State Exemption Certificate No. 85-8013842706C-2.

12. **DISCOUNTS:** All discounts, except those for prompt payment, shall be considered in determining the lowest net cost for evaluation purposes.

13. **MEETS SPECIFICATIONS:** The offeror represents that all offers to this invitation shall meet or exceed the minimum requirements specified.

14. **SAMPLES:** When required, samples of products shall be furnished with response to the City at no charge. Samples may be tested and will not be returned to the offeror. The result of any and all testing shall be made available upon written request.

15. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

16. **GOVERNING LAWS:** Any agreement to purchase resulting from this invitation shall be governed by the laws, regulations, and ordinances of the State of Florida and the City of DeLand, Florida. Venue shall be non-jury in the Circuit Court of Volusia County, Florida.

17. **ASSIGNMENT:** Any agreement to purchase issued pursuant to this invitation and award thereof and the monies which may become due hereunder are not assignable except with the prior written approval of the City.

18. **CONTENT OF INVITATION/RESPONSE:** The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the 'GENERAL CONDITIONS AND INSTRUCTIONS".

19. **LIABILITY:** The supplier/provider shall hold and save the City of DeLand, its officers, agents, and employees harmless against claims by third parties resulting from breach of contract or negligence by the supplier/provider.

20. **PATENTS, COPYRIGHT, AND ROYALTIES:** The supplier/provider, without exception, shall indemnify and save harmless the City of DeLand, its officers, agents and employees, from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the City of DeLand. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

21. **TRAINING:** Unless otherwise specified, suppliers/providers may be required at the convenience of and at no expense to the City to provide training to City personnel in the operation and maintenance of any item purchased as a result of this invitation.

22. **ACCEPTANCE:** Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.

23. **SAFETY WARRANTY:** Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use hereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

24. **WARRANTY:** The offeror agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the offeror gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City of DeLand by any other provision of the invitation/offer.

25. **AWARD:** As the best interest of the City may require, the City reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof, on a geographical basis and/or on a Citywide basis with

one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s), made as a result of this invitation, shall conform to applicable ordinances of the City of DeLand, Florida.

26. **VIOLATIONS:** Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the offeror/bidder being disqualified from doing business with the City for a period of time to be determined on a case-by-case basis.

27. **OTHER AGENCIES:** All Respondents awarded Contracts from this solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Contract under the same prices, terms, and conditions. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality, or agency, nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further it is understood that each agency will issue its own purchase order to the awarded Respondent(s).

28. **UNIT PRICING:** For purposes of this Invitation and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matters; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

29. **INSURANCE:** Vendor/Contractor shall defend, indemnify and hold harmless the City of DeLand 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 arising out of the agreement or any act or omission of Vendor/Contractor or its agents, servants, employees, independent contractors, customers, patrons or invitees, unless such claims are as a result of the City's sole negligence.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract, a comprehensive public liability insurance policy issued by a responsible insurance company, and in a form acceptable to the City, protecting and insuring against all of the following: claims, demands, damages, fees, fines, penalties, suits, proceedings, actions, and costs of actions, etc. coverage limits of not less than $1,000,000 for bodily injury to or death to one or more person(s), and $1,000,000 for damage to any property, or a combined single limit of $2,000,000 for any occurrence of bodily injury to persons or damage to property, which insurance shall be issued on the occurrence basis. This policy shall name the City of DeLand as additionally insured.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract an automobile liability coverage policy with a minimum of a $1,000,000 combined single limit per occurrence.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract, Worker's Compensation and Employer's Liability Insurance covering all the persons employed by the Vendor/Contractor in connection with this contract. Worker's Compensation shall be the Statutory Limits.

The Vendor/Contractor shall not commence work under this contract until he has obtained all insurance required and submitted proof thereof to the City's Risk Manager for approval. Certificates shall provide for thirty (30) day cancellation notice to the City. Referenced Certificate to be mailed to Risk Manager, City of DeLand, 120 South Florida Avenue, DeLand, Florida, 32720-5481.

The Vendor/Contractor shall either cover any sub-contractors on its policy or require the sub-contractors to conform to all requirement for insurance contained herein. Vendor/Contractor agrees that the City of DeLand will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the City's Risk Manager.

30. **DEFINITIONS:**

CITY – The term "City" herein refers to the City of DeLand, Florida, and its duly authorized representatives.

OFFEROR - The term "offeror" used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the City in response to this invitation.

BIDDER – The term "bidder" used herein refers to any dealer, manufacturer, representative, distributor, or business organization that will be or has been awarded a contract and/or purchase order pursuant to the terms and conditions of the invitation and accepted offer.

31. **PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

32. **PERMITS**: Contractor shall be responsible for payment of all applicable permit fees.

33. **PAYMENT:** Payment will be made in accordance with Local Government Prompt Payment Act (Florida Statutes 218.70 – 218.80). A City of DeLand VISA Purchasing Card will be used to pay for services or goods you provide, unless you are not currently VISA capable. Ability to accept VISA will not be considered in determining "lowest and best responsive bidder". If you are not currently VISA capable, invoices submitted by the first of the month will be paid with the regularly scheduled accounts payable run for that month unless stated otherwise.

34. **PERFORMANCE BOND:** Upon bid submission the bidder will be required to furnish and pay for a satisfactory contract 100% Performance and Payment Bond to be recorded by the vendor, with the Clerk of the Circuit Court, Volusia County, Florida, to enter into a contract for services with the City of DeLand. The recorded document shall be returned to the City of DeLand, City Clerk's Office, 120 South Florida Avenue, DeLand, FL, 32720

35. **AVAILABILITY OF FUNDS:** A contract shall be deemed executory only to the extent of appropriations available to each department for the purchase of such articles. The City's extended obligation on these contracts, which envision extended funding through successive fiscal periods, shall be contingent upon actual appropriations for the following fiscal year.

36. **E-VERIFY:** In accordance with Florida State Law, Executive Order 11-116, any vendor or company that the City enters into contract with, or issues a purchase order, must utilize the E-Verify system.

THE CITY OF DELAND RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

Daytona Beach News Journal
Legal Section Ad dated 02/10/2026

CITY OF DELAND
NOTICE TO BIDDERS
NO. B-26-05

NOTICE IS HEREBY GIVEN that the City of DeLand will receive sealed proposals at the City Hall 2nd floor receptionist, 120 South Florida Avenue, DeLand, Florida, until 2:00 p.m. on March 3, 2026 and will open the submitted bids in the Commission Chambers, first floor, immediately following the submittal closing time for the following:

" Fire Station #82 - Bay Doors Replacement "

Bids must comply and be submitted in accordance with the project technical specifications which may be obtained at the office of the City Hall, 120 S. Florida Avenue, DeLand, Florida, any time prior to the bid opening. Questions shall be directed to the office of the Purchasing Coordinator, Corey McMillen at 386-626-7078 or by email at mcmillenc@deland.org or Purchasing@deland.org.

Michael Pleus
City Manager

CERTIFICATION AFFIDAVIT BY CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

1. This sworn statement is submitted to the City of DeLand, Florida:

   By: Brady C. Ruck VP (Authorized Individual's name and title)

   For: Magic Overhead Door Co., Inc.

   (Name of Company/Individual submitting sworn statement)

2. Local Preference Eligibility:
   a. Vendor has been in business for a minimum of six (6) months prior to the date of bid. (Yes) or No?
   b. Vendor has attached proof of local business in the form of a business tax receipt from a local jurisdiction per City of DeLand Local Preference ordinance. (Yes) or No?

3. Job Openings:
   a. There will or there will not be job openings created by award of this contract; yes or (no)?
   b. Job openings related to award of this bid shall be advertised with:

      Center for Business Excellence
      846 Saxon Boulevard
      Orange City, Florida 32763
      (386) 323-7079
      businessservices2@cbe-fve.org

   c. Verification receipt of job posting must be provided to the Finance Director within ten (10) days after the job advertisement has been released:

      City of DeLand
      Finance Director
      120 South Florida Avenue
      DeLand, Florida 32720

I understand that the submission of this form to the City of DeLand, Florida, is valid through the end of term of the awarded contract. I also understand that failure to notify the City of DeLand of a change in address out of the local area may result in breach of contract.

(Signature) _____

STATE OF FLORIDA
COUNTY OF

Sworn to (or affirmed) and subscribed before me this 10 day of Mar, 2026

by Brady C Ruck
(name of person making statement)

(NOTARY SEAL)

Patricia D Bergen
(Signature of Notary Public – State of Florida)

Patricia D Bergen
(Name of Notary Typed, Printed, or Stamped)

Notary Public State of Florida
Patricia D. Bergen
My Commission HH 719601
Expires 1/7/2030

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

FIRE STATION #82 - BAY DOORS REPLACEMENT
B-26-05
SPECIFICATIONS

1. PURPOSE

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from qualified contractors to provide The City of DeLand ("the City") with the removal, disposal, replacement, and installation of Bay Doors for Fire Station #82. Location: 257 W. International Speedway Boulevard, DeLand, FL 32720.

2. SPECIFICATION

A. Three (3) 14x14 Steel Sectional Door w/Window Glazing

- Model: Amarr 2442 or equivalent
- R-Value: 19.40
- Dimensions: 14'0 Width x 14'1" Height
- Steel Section Color: Positive Red
- Window Type: Fullview 3552, with PVC Glazing Retainer
- Aluminum Fullview Frame (Color: Clear Adonized)
- Window Glazing: (2) ¼" Black Ice (Laminated Opaque)
- IBC Compliance: IBC-2756-110-15
- Wind Load: 16.7/-18.9 PSF, 122 MPH (Exposure C at 25' MRH)
- Track & Spring System
    i. Track Lift: 3" RB3 Standard Lift with Shaft
    ii. Spring: RA w/JB-SL15R 1" Solid, 25K Cycles (Duplex)
- Cable Keepers
- Bumper Springs
- Clip-On Reverse Angle Seal (black)
- Top Seals (14'2" TS-14)

B. Three (3) 14x14 Steel Sectional Door

- Model: Amarr 2442 or equivalent
- R-Value: 19.40
- Dimensions: 14'0 Width x 14'1" Height
- Steel Section Color: Positive Red
- Aluminum Fullview Frame (Color: Clear Adonized)
- IBC Compliance: IBC-2756-110-15
- Wind Load: 16.7/-18.9 PSF, 122 MPH (Exposure C at 25' MRH)
- Track & Spring System
    i. Track Lift: 3" RB3 Standard Lift with Shaft
    ii. Spring: RA w/JB-SL15R 1" Solid, 25K Cycles (Duplex)
- Cable Keepers
- Bumper Springs
- Clip-On Reverse Angle Seal (black)

- Top Seals (14'2" TS-14)

C. Six (6) Commercial Operator

D. Six (6) 3-Button Indoor Surface Mount Station

- 3-button control panel for managing door operations
- interior installation with clearly marked Open, Close, and Stop buttons
- Compatible with standard systems

E. Six (6) Sensing Edge

- 6-foot pneumatic sensing edge with rubber profile and aluminum mounting channel
- Immediate stop or reverse of the door upon contact with an obstruction
- Compatible with pneumatic edge controllers

F. Six (6) Photo Eyes Protection System

- Waterproof, dustproof, and corrosion-resistant housing
- NEMA 4-rated enclosure

G. Nine (9) Remote Door Opener

- Secure frequency range of 315 MHz

3. PRICES & TERM

Bidders shall bid unit prices, F.O.B. destination, including all discounts in accordance with units and quantities indicated on the Price Sheet. The prices bid shall be used for payment and shall be deemed to include payment in full for all transportation, labor, and equipment used in delivering all supplies and materials to the point of delivery.

4. INQUIRIES

Questions shall be directed to the office of the Purchasing Manager, Corey McMillen at 386-626-7078 or by email at mcmillenc@deland.org or Purchasing@deland.org. Any bid or specification changes will be communicated via addendum from the Purchasing Manager. Questions will be accepted until **February 24, 2026 @ 5:00 P.M.**

5. PRE-BID MEETING

N/A

6. SUBMITTAL REQUIREMENTS

The following documents, completed and signed wherever applicable, are required with each response:

- Signed Bid Invitation
- Local Preference Affidavit (if applying)
- Bidder Acknowledgement Form
- Price Sheet
- Proposer's Certification
- Bid Bond
- W-9 Form
- Non-Collusion Affidavit

- Conflict of Interest Affidavit
- Contractor Affidavit Regarding Scrutinized Company List
- Human Trafficking Affidavit
- Drug-Free Workplace Form
- Public Entity Crime Form
- Certificate as to Corporate Principal
- Reference Form

7. RECEIVING OF BIDS

Bids must be received by The City of DeLand Purchasing Coordinator, 120 S. Florida Ave., 2nd Floor, DeLand, FL 32720 no later than **March 3, 2026 @ 2:00 P.M.**

Bids shall be submitted with the "Original" clearly marked and an equivalent electronic PDF file on compact disc or USB flash drive. DO NOT MODIFY OR REISSUE THE PRICE SHEET; USE THE PRICE SHEET FORM PROVIDED.

Note* Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third (3rd) floor at the above address. Contractors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Contractor's risk. To be considered, a bid must be accepted by the Purchasing Coordinator no later than the ITB closing date and time. If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

Electronic submission is now available on VendorLink at www.myvendorlink.com.

E-VERIFY

In accordance with Florida State Law, Executive Order 11-116, any vendor or company that the City enters into contract with, or issues a purchase order, must utilize the E-Verify system. This documentation is required after award of bid from the awarded bidder(s), if not the City will not be able to enter into contract and will utilize the next lowest bidder who can provide the required E-Verify documentation.

ATTACHMENTS: Attachment A – Price Sheet
Attachment B – Draft Contract

FIRE STATION #82 - BAY DOORS REPLACEMENT
B-26-05
BIDDER ACKNOWLEDGEMENT FORM

ADDENDUM ACKNOWLEDGMENT

Contractor acknowledges receipt of amendments by indicating amendment number and date of issue.

Add. No. 1 Dated 3/3/2026 // Add. No. _____ Dated _____

Add. No. _____ Dated _____ // Add. No. _____ Dated _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for B-26-05 / Fire Station #82 - Bay Doors Replacement.

COMPANY NAME Magic Overhead Door Co., Inc

ADDRESS 700 N Beach St Daytona Beach, FL 32114

AUTHORIZED SIGNATURE [signature] VP

PRINTED SIGNATURE Brady C Rock DATE 3/6/2026

TELEPHONE # (386) 253-5396 FAX # 3862520948

EMAIL SALES@magicdoorco.com

CITY OF DeLAND COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
FIRE STATION #82 - BAY DOORS REPLACEMENT
B-26-05

INDEMNIFICATION

The City shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the City is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the City and pay the cost of the City's legal defenses, including fees of attorneys as may be selected by the City, for all claims described in the hold harmless clause herein. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

It is agreed by the parties hereto that the Contractor has received specific consideration under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The Contractor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the City, until final acceptance by the City of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a **$1,000,000** combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned and rented vehicles with a **$1,000,000** combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional **Liability Insurance Policy** in the amount of **$1,000,000** per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a **Builders Risk Insurance Policy or Installation Floater** with loss limits equal to the value of the construction project.

In addition to the above, **Specialty Insurance** policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by City of DeLand Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the City demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the City as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.

PROPOSER'S CERTIFICATION

IN WITNESS WHEREOF, the Proposer hereto has executed this Proposal Form this

6 day of March, 2026.

By: _____
Signature of Individual

Brady C Ruck VP
Printed Name of Individual

DJ Cole
Witness

Business Address 700 N Beach St

City/State/Zip Daytona Beach, FL 32114

Business Phone Number (386) 2535396 Fax Number 3862520948

State of FL

County of Volusia

The foregoing instrument was acknowledged before me this 6 day of March, 2026 by Brady C Ruck, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Patricia D Bergen
NOTARY PUBLIC

Patricia D Bergen
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

Notary Public State of Florida
Patricia D. Bergen
My Commission HH 719601
Expires 1/7/2030

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

Magic Overhead Door Co., Inc.
(CONTRACTOR)

700 N. Beach Street
(PRINCIPAL CONTRACTOR ADDRESS)

Daytona Beach, FL 32114
(PRINCIPAL CONTRACTOR ADDRESS 2)

386-253-5396
(TELEPHONE NUMBER)

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Merchants National Bonding, Inc.
(SURETY)

6700 Westown Pkwy
(SURETY ADDRESS)

West Des Moines, IA 50266
(SURETY ADDRESS 2)

515-558-8720
(TELEPHONE NUMBER)

A IX , 11595
(AM BEST, NAIC, OR FEIN NUMBER)

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of Iowa and authorized to do business in the State of Florida;

are held and firmly bound unto the City of DeLand Commissioners, (hereinafter called "Obligee"), in the penal sum of

Five Percent of the amount bid---------- Dollars and no cents ($----------5%----------),

good and lawful money of the United States of America, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The Condition of this Obligation is such, that,

WHEREAS the Principal has submitted a bid to the Obligee on a contract for the construction of « Fire Station #82 - Bay Doors Replacement », Bid No. «B-26-05» in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Bidding or Contract Documents with good, qualified and sufficient surety for the faithful

performance of such construction for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void; otherwise this bid is to remain in full force and effect for the payment to Obligee of the stated penal sum hereof.

IN WITNESS WHEREOF, we have hereunto set our signatures and seal this 6th day of March, 2026, all pursuant to due authorization.

Magic Overhead Door Co., Inc. (Seal)
Principal

By _____
Surety Merchants National Bonding, Inc.

By _____
As Attorney-in-Fact (Attach Power of Attorney)
Tyler D DeBord Attorney In Fact

STATE OF Florida)
COUNTY OF Volusia) *S.S.*

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 6th day of March, 2026, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Colleen Bailey
NAME OF NOTARY PUBLIC (*PRINTED*)

SIGNATURE OF NOTARY PUBLIC

Florida
STATE

HH351801
COMMISSION NUMBER

MY COMMISSION EXPIRES: January 22, 2027

COLLEEN BAILEY
Notary Public - State of Florida
My Comm. Expires January 22, 2027
Commission #HH351801

NON-COLLUSION AFFIDAVIT

State of Florida)

City of Daytona)

Brady C Ruck being first duly sworn, deposes and says that:

(1) He/she is the VP, (Owner, Partner, Officer, Representative or Agent) of Magic Overhead Door Co, Inc. the Contractor that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Contractor, firm, or person to fix the price or prices in the attached Proposal or of any other Contractor, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Contractor, or to secure trough any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: _____
Signature of Individual

Brady C Ruck
Printed Name of Individual

VP
Title of Individual

Signed, sealed and delivered in the presence of:

DJ Cole
Witness

Witness

State of Florida

County of Volusia

The foregoing instrument was acknowledged before me this 6 day of March, 2026 by Brady C Kyck, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Patricia D Bergen
NOTARY PUBLIC

Notary Public State of Florida
Patricia D. Bergen
My Commission HH 719601
Expires 1/7/2030

Patricia D Bergen
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

CITY OF Daytona Beach

BEFORE ME, the undersigned authority, personally appeared

Brady Ruck, who, being by me first duly sworn, made the following statement:

1. The Business address of Magic Overhead Door Co (name of bidder or Contractor) is 700 N Beach St Daytona Beach, FL 32114
2. My relationship to Magic Overhead Door VP (name of bidder or Contractor) is (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Magic Overhead Door Co., Inc
Company

700 N Beach St
Address

Authorized Signature

Daytona Beach, FL, 32114
City, State, Zip Code

Brady C Ruck, VP
Printed Name & Title

(386) 253-5396
Telephone No.

sales@magicdoorco.com
Email

386 252 0948
Fax No.

State of Florida)
City of Daytona)

SUBSCRIBED AND SWORN to before me this 6 day of March , 2026 by

Brady C Ruck , who is personally known to me to be the

_____ for the Firm, OR who produced the following

identification: _____

Notary Public State of Florida
Patricia D. Bergen
My Commission HH 719601
Expires 1/7/2030

Notary Public Patricia D Bergen

My Commission Expires:
1/7/2030

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. Magic Overhead Door Co (name of the bidder or Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. Magic Overhead Door Co (name of the bidder or Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. Magic Overhead Door Co (name of the bidder or Contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 6 day of March, 20 26

Patricia D Bergen
Notary Public

My commission expires:
1/7/2030

(AFFIX SEAL or STAMP)

Notary Public State of Florida
Patricia D. Bergen
My Commission HH 719601
Expires 1/7/2030

CITY OF DeLAND

CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "[w]henever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).

(4) In the statement specified in subsection one (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with The City of DeLand's General Conditions, Drug-Free Workplace.

Magic Overhead Door Co., Inc — Business Name

B-26-05 Fire Station #82 - Bay Doors Replacement — Bid Number and Name

Authorized Representative's Signature

3/6/26 — Date

Brady C. Ruck — Name

VP — Position

HUMAN TRAFFICKING AFFIDAVIT

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein and execute this affidavit in order to comply with the requirements of Section 787.06(13), Florida Statutes.

2. I currently serve in the capacity listed below on behalf of the company listed below.

3. The company listed below does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made in accordance with Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

Date executed 3/6/26.

COMPANY

Magic Overhead Door Co., INC

NAME OF BUSINESS ENTITY

SIGNATURE

Brady CRuck, VP

NAME AND TITLE

CITY OF DAYTONA BEACH
Local Business Tax Receipt # BT-59601

THE CITY OF DAYTONA BEACH
301 S. Ridgewood Ave., Rm 127-B
DAYTONA BEACH, FL 32114

Business Name: MAGIC OVERHEAD DOOR CO,INC

Location: 700 N Beach St DAYTONA BEACH, FL 32114

Business Type: Contractor

DEVELOPMENT SERVICES DEPARTMENT
Business Tax Division
Phone: 386-671-8280

BT-59601	BT No
9/11/2025	Valid From
9/30/2026	Valid To
9/11/2025	Payment Date
$115.00	Fee Amt

Mail To:
MAGIC OVERHEAD DOOR CO,INC
700 N BEACH ST
DAYTONA BEACH FL 32114

2026

Local Business Tax Receipt

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

PUBLIC ENTITY CRIME FORM

Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged: _____ Date: 3/6/26

REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: ABB Inc.
Date of Services: 2024
Description of Services: Security Grille Installation
Street Address: 1 Aviator Way
City, State, ZIP Code: Ormond Beach, Fl 32174
Telephone #: 386-682-6601 Fax #:
Contact Person: Larry Rosenberg Email: larry.rosenberg@us.abb.com

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Ref #2. Customer/Client: City of Daytona Beach
Date of Services: 1984 - Current
Description of Services: Service/Repair/Install Overhead Doors
Street Address: 950 Bellevue Ave
City, State, ZIP Code: Daytona Beach, Fl 32114
Telephone #: 386-405-2633 Fax #:
Contact Person: Eric Miller Email: millereric@codb.us

Ref #3. Customer/Client: City of DeLand
Date of Services: 1999 - Current
Description of Services: Service/Install/Repair Overhead Doors
Street Address: 1655 E. Taylor Rd
City, State, ZIP Code: Deland, Fl 32724
Telephone #: 386-626-7330 Fax #:
Contact Person: Michael Vazquez Email: vazquezm@deland.org

Ref #4. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #: Fax #:
Contact Person: Email:

Ref #5. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #: Fax #:
Contact Person: Email:

CONTRACTOR NAME Magic Overhead Door Co, Inc
ADDRESS 700 N Beach St. Daytona Beach, Fl 32114
PRINTED SIGNATURE Brady C Ryck
AUTHORIZED SIGNATURE VP
TELEPHONE # 386-253-5396 FAX# 386-252-0946 DATE 3/3/2026
EMAIL: sales@magicdoorco.com

B-26-05 Price Sheet

Item	Description	Qty	Unit Price	Extended Price
A	14x14 Steel Sectional Door w/Window Glazing	3	$8,390.00	$25,170.00
B	14x14 Steel Sectional Door	3	$6,779.00	$20,337.00
C	Commercial Operator	6	$2,198.00	$13,188.00
D	3-Button Indoor Surface Mount Station	6	$0.00	$0.00
E	Sensing Edge	6	$795.00	$4,770.00
F	Photo Eyes Protection System	6	$0.00	$0.00
G	Remote Door Opener	9	$40.00	$360.00
H	Removal & Disposal of current Bay Doors	1	$2,950.00	$2,950.00
I	Installation of replacement Bay Doors	1	$12,000.00	$12,000.00
Total Bid Price				$78,775.00

Price shall include all labor, materials, delivery/shipping, installation costs, and equipment to perform all requirements and meet all specifications

CITY OF DELAND
Request for Commission Action
April 6, 2026

SUBJECT: Resolution authorizing the use of Entertainment Arts, Inc. as the sole source for installation and set up of new audio system at Spec Martin Stadium.

DEPARTMENT: Parks & Recreation

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Sole Source Reso Spec Martin Sound System, Quote Entertainment Arts Inc.

APPROVED BY: Michael Pleus, City Manager, April 1, 2026

SUMMARY/HIGHLIGHT:

As part of the project of replacing the video and digital scoreboards at Spec Martin Stadium, a new sound system was included. The current sound system is a system that is merged with the video board. Staff determined that it would be better to put in a system that would be independent from the scoreboard as currently exists. The independent system proposed for installation will mirror the system installed at Melching Field. This will allow for staff or whoever operates the system to have consistency with both the system at Melching and the system at Spec Martin Stadium. By installing the same system and using the same vendor, all warranty and service calls for the system would be consistent and much more efficient as there will be one point of contact for both systems and the systems will be standardized at both facilities.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The cost of the system and installation is $185,162.05. There will be a savings of staff time due to the standardization of the two systems. The FY 25/26 Capital Fund budget included $655,556.00 for the replacement of the video board and sound system at Spec Martin. The video scoreboard is being purchased from I2 Visual Inc for a cost of $527,301.00, which leaves only $128,265.00 in the budget for the sound system. The overage of the sound system is $56,897.05. The overage would need to be funded from capital reserves and would be included in a future budget amendment to be presented to the City Commission for approval.

RECOMMENDATION:

Approve the attached resolution authorizing the sole source procurement from Entertainment Arts, Inc.

BACKGROUND/DISCUSSION:

Standardization of systems across city facilities results in operational efficiencies in that system operators/users can use both systems interchangeably and there is one point of contact for warranty, service or upgrade and operation questions.

RESOLUTION NO. 2026 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, RELATING TO PURCHASING BY THE CITY UNDER THE PROVISIONS OF ARTICLE VIII, SECTION 63 OF THE CHARTER OF THE CITY OF DELAND RELATING TO PURCHASES FROM A SINGLE SOURCE; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City is in the process of installing a new video board and related audio system at Spec Martin Stadium; and

WHEREAS, the City is installing the same audio system in Spec Martin Stadium as the City previously installed at Melching Field; and

WHEREAS, the City desires to have Entertainment Arts, Inc., the company that provided, installed and otherwise set up the audio system at Melching Field install the same system and configuration at Spec Martin Stadium; and

WHEREAS, by standardizing the systems in both facilities, the City will achieve operational efficiencies as a result of operators being able to use both systems seamlessly, ease of training new users, having one vendor and hence one point of contact for all warranty work related to the systems, one point of contact for system questions, changes or upgrades; and

WHEREAS, standardization of systems or equipment is a generally accepted rationale for deeming a product or vendor as being a sole source; and

WHEREAS, the operational efficiencies, and resulting indirect savings to the City, serves the public interest.

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

Section 1. Legislative Findings and Intent.

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

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

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

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

Section 2. Sole Source Procurement.

(a). The City Commission hereby waives the City's competitive bidding requirement for the necessary purchase and installation of the audio system and related apparatus listed in the quote attached hereto as Exhibit “A”.

(b). The City Commission hereby declares that the purchase and installation of the sound system as herein authorized is limited to a single source of supply and that the sole source of that supply is Entertainment Arts, Inc.

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

Section 3. Implementing administrative actions.

The City Manager, City Clerk, and City Attorney are hereby generally authorized to take any and all actions necessary and appropriate to implement the provisions of this Resolution to include, but not limited to, the approval and execution of procurement documents relating to the purchase and installation of the equipment listed in the attached Exhibit “A” from Entertainment Arts, Inc.

Section 4. Savings.

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

Section 5. Conflicts.

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

Section 6. Severability.

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

Section 7. Effective Date.

This Resolution is executed this 6th day of April, 2026 and shall become effective immediately.

_____
Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

_____
Dale Arrington
Interim City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

Estimate # 29125

Customer Service Rep

Prepared for:

City Of Deland

Byron

Date	3/4/2026
Terms	Due on receipt
P.O. No.	

Qty	Brand	Model	Description	Total
2	Fulcrum Acoustic	AHC265WR	High Efficiency Full-Range Coaxial Horn, Weather Resistant (60x45 coverage)	16,302.00
2	Fulcrum Acoustic	YK-AHC2x5-WR	AHC265, AHC295 Yoke Bracket	1,200.00
6	Fulcrum Acoustic	FH1596WR	Full Range Horn loaded Coaxial loudspeaker 90 x 60 Black-Weather Resistant- IP54	37,454.40
6	Fulcrum Acoustic	YKFH15-WR	FH15/ CS Series Yoke Bracket	3,599.98
4	Fulcrum Acoustic	CCS18WR	18 inch Subcardioid Subwoofer, Weather Resistant	21,120.00
2	Fulcrum Acoustic	VAFKWR	CC Series Vertical Array Frame/Extension Bar Kit, Weather Resistant (CC215, CC230, CCS18)	4,000.00
4	Fulcrum Acoustic	LBKSWR	CCS18 Link Bar Kit - Sub Only (CCS18 Only Arrays) , Weather Resistant	2,200.00
2	Fulcrum Acoustics	DRIVEFLEX232	2 X 3200W amplifier with DSP and Dante Network	9,198.00
1	Fulcrum Acoustics	DRIVEFLEX412	4 X 1200W amplifier with DSP and Dante Networking	4,250.00
3	Fulcrum Acoustic	DRIVEFLEX424	4 X 2400W Amplifier with DSP and Dante Networking	15,750.00
2	Adaptive Technologies	SAS-500-WM-G	500lb Outdoor Speaker Wall Mount	1,881.60
8	Adaptive Technologies	SAS-200-24-G	The SAS-200-24 is an efficient, load rated universal wall arm system for mounting objects, such as loudspeakers weighing up to 200 lb/91 kg to walls & other vertical structures. Galvanized	2,592.00
2	CBI	MLNQ-6	Studio Quad XLR Cable 6'	69.26
2	CBI	MLNQ-10	Studio Quad XLR Cable 10'	64.00
2	Shure	SM7B	Cardioid Dynamic Studio Vocal Microphone, includes standard and close-talk windscreens	878.00
2	Rolls Corporation	SMS211PTT	PTT or PTM Mic Stand	398.00
4	Shure Incorporated	QLXD4G50	QLXD4 WIRELESS RECEIVER	2,988.00
3	Shure Incorporated	QLXD2B58 G50	Handheld Transmitter with Beta®58A Microphone- G50	1,581.00
2	Shure Incorporated	QLXD1G50	QLXD Bodypack Transmitter G50	790.00
3	Shure Incorporated	WA661	In-Line Bodypack Mute Switch	1,284.00

Sales Tax (0.0%)

Total

Item pricing is subject to frequent changes and must be confirmed at time of order. Freight / Shipping charges change continually and will be billed accordingly.

Estimate # 29125

Prepared for:

City Of Deland

Customer Service Rep	
Byron	
Date	3/4/2026
Terms	Due on receipt
P.O. No.	

Qty	Brand	Model	Description	Total
3	Shure	WA570A	Neoprene Bodypack Belt Pouch for UR1, ULX1, SLX1, PGX1, LX1, SC1, T1G, T1, U1, UC1, and UT1 Bodypack Transmitters	87.00
3	Shure	DL4B/O-MTQG-A	DURAPLEX LAV MIC, BLACK, OMNI, MTQG	987.00
1	RF Venue	DFINIPXD5	5 Channel Wireless Microphone Upgrade Pack with Diversity Fin® IPX Antenna	1,799.00
				0.00
1	Middle Atlantic	ERK-2725	27 SPACE (47 1/4"), 25" DEEP STAND ALONE RACK WITH REAR DOOR, BLACK FINISH	914.34
1	Middle Atlantic	CBS-ERK-25	SKIRTED WHEELBASE, FITS 25" DEEP ERK'S, INCLUDES CASTERS	252.00
3	Middle Atlantic	PDS-620R	6 OUTLET, SEQUENCED 20 AMP CIRCUIT, RACKMOUNT POWER DISTRIBUTION W/9' CORD, BLACK POWDERCOAT FINISH	2,168.40
1	Middle Atlantic	PDX-920R	NEXSYS™ 9 Outlet, 20 Amp Rackmount Power with Multi-Stage Surge Protection	299.00
1	Allen & Heath	AH-SQ5	96kHz XCVI FPGA processing, 48 Input Channels, DEEP Processing Ready, 17 Faders / 6 Layers, 12 Stereo mixes+LR, 3 Stereo Matrix, 7" capacitive touchscreen	3,882.23
1	Allen & heath	AHDX88P	DX Expander 8in x 8out I/O with Phoenix Connectors Rack mounted	1,199.00
1,000	Windy City Wire	U023100-11S	12-2 Install Cable, Speaker. PVC Black Stripe	750.00
1	EAI	Hardware	Hardware	500.00
160	EAI	Labor-Install	per man hour of installation	22,400.00
4	EAI	Travel Cost	Travel & Transport involving multiple Staff and/or product delivery.	1,000.00
1			Coordination of all facets of project.	3,000.00
1			Lodging & Stay Expenses including Per diem	3,000.00
1	EAI	Shipping	Shipping / Freight Charges are ESTIMATED and will be billed accordingly because of continual increases.	5,000.00
1	RENTAL	Lift Rental- One Week	Lift Rental- One Week 30-33' Electric Scissor Lift	2,000.00
			70V speakers for press box	
12	JBL	Control 426 C/T	• Coaxially mounted 165 mm (6.5 in) woofer and 25 mm (1 in) soft-dome tweeter • JBL-exclusive CRBI Coplanar Radiation Boundary Integrator technology provides consistent coverage throughout the listening space. Priced Individually- Sold in Pairs	3,346.02
1	Powersoft	DUECANALI 1604 DSP...	2 ch----1000 W--800 W--800 W----Bridge--2000 W--1600 W----70V/100V--800 W ++DSP++DANTE	2,297.81
16	EAI	Labor-Install	per man hour of installation	2,240.00

Sales Tax (0.0%)

Total

Item pricing is subject to frequent changes and must be confirmed at time of order. Freight / Shipping charges change continually and will be billed accordingly.

Estimate # 29125

Customer Service Rep
Byron

Prepared for:

City Of Deland

Date	3/4/2026
Terms	Due on receipt
P.O. No.	

Qty	Brand	Model	Description	Total
500	Windy City Wire	8160265-11S	16-2 Install Speaker wire, Black	140.01
1	EAI	Shipping	Shipping / Freight Charges are ESTIMATED and will be billed accordingly because of continual increases.	300.00

Sales Tax (0.0%)	$0.00
Total	$185,162.05

Item pricing is subject to frequent changes and must be confirmed at time of order. Freight / Shipping charges change continually and will be billed accordingly.

CITY OF DELAND
Request for Commission Action
April 6, 2026

SUBJECT: Consideration of Renewal of FDOT Maintenance Agreement — Contract No. AT416.

DEPARTMENT: Public Works

PREPARED BY: Ray Underwood, Public Works Director

ATTACHMENTS: Resolution, Cover Letter, MOA with City of Deland

APPROVED BY: Michael Pleus, City Manager, April 1, 2026

SUMMARY/HIGHLIGHT:

As the Commission is probably aware, City Public Works Department personnel currently maintain the medians, right-of-way (ROW) and the additional 10' bike bath along International Speedway Blvd. (US 92) through a maintenance agreement with the Florida Department of Transportation (FDOT). This maintenance agreement has been in place between the City and FDOT since April 2005, because the city desires to enhance the appearance of International Speedway Blvd. Work under this agreement includes litter pickup, mowing, edging, trimming, mechanical sweeping, and chemical spraying.

Starting in April 2026, the duties and responsibilities of this agreement will be modified to include the following:

(Existing) SR600 - US92 International Speedway Blvd.
- Bounds - 17/92 Woodland Blvd to Kepler Rd
- Tree trimming will be included among previously authorized duties.

(New) SR44 New York Ave
- Bounds – Boundary Ave to Hill Ave
- Tree trimming, mowing, edging, litter pickup and street sweeping.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sense of Community

SUSTAINABILITY:

Maintain and improve the aesthetic appearance of our city gateways.

FISCAL IMPACT:

Under the current contract, the city maintains the US92 right-of-way (ROW) and collected a total of $17,262.00 last year from FDOT. With the new contract and additional areas, the collected total will be $61,062.56. The attached contract provides a per quarter payment of $15,265.64 for the duration of the contract.
The newly executed contract will expire in April 2029.

RECOMMENDATION:

It is recommended that the City Commission approve the attached resolution and authorize staff to execute an

agreement with FDOT to perform right-of-way maintenance on (US92) International Speedway Blvd to include the 10 feet wide path that that runs parallel with US92 along with the new areas on (SR44) New York Ave.

BACKGROUND/DISCUSSION:

The current contract will expire on April 11, 2026.

Additional areas will be considered in the future, like (17/92) Woodland Blvd.

RESOLUTION NO. 2026 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AUTHORIZING RENEWAL AND EXECUTION OF THE HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT (NO. AT416) WITH THE STATE FLORIDA DEPARTMENT OF TRANSPORTATION, FOR MAINTENANCE OF THE RIGHT-OF-WAY LOCATED AT STATE ROAD 600 (US 92 - INTERNATIONAL SPEEDWAY BOULEVARD) BETWEEN 17/92 AND KEPLER ROAD AND THE RIGHT-OF-WAY LOCATED AT STATE ROAD 44 (NEW YORK AVENUE) FROM BOUNDARY AVENUE TO HILL AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission has incorporated within its strategic plan the goal of improving the visual aesthetics of the City's gateways; and

WHEREAS, the rural performance standards used by the Florida Department of Transportation for the maintenance of right-of-way in the City's gateways does not provide for an acceptable aesthetic appearance; and

WHEREAS, the Florida Department of Transportation has proposed the City assume maintenance responsibility for the right-of-way of SR600 (US92 – International Speedway Blvd.) between 17/92 AND Kepler Rd. and on SR44 (New York Ave.) from Boundary Ave. to Hill Ave and;

WHEREAS, the Florida Department of Transportation will reimburse the City for the equivalent cost that Florida Department of Transportation would pay to a private contractor for performing maintenance of the right-of-way using a rural performance standard.

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

Section 1. The City Commission hereby authorizes the renewal and execution of the Highway Maintenance Memorandum of Agreement (No. AT416) (attached hereto) with the State of Florida Department of Transportation for maintenance of the right-of-way located at State Road 600 (US92 International Speedway Boulevard) between 17/92 and Kepler Road and the right-of-way located at State Road 44 (New York Avenue) from Boundary Avenue to Hill Avenue.

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

PASSED AND DULY ADOPTED this 6th day of April, 2026.

_____
Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

_____
Dale Arrington, Interim City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind, City Attorney

Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720-6834

JARED PURDUE, P.E.
SECRETARY

Date: March 23, 2026

Ray Underwood
City of DeLand
1102 S. Garfield Ave.
DeLand, FL 32720
Underwoodr@deland.org

RE: Maintenance Memorandum of Agreement (MOA)
Notice of Contract Expiration
Old Contract No.: ASG65
New Contract No.: AT416
County: Volusia
Financial Project No.: 417362-1-78-03

Dear Mr. Underwood:

The term of the current MOA will expire on 04/20/2026; a new Agreement is required to be executed prior to that date in order to avoid a lapse of service. The new Agreement is provided with this letter. Please adopt a Resolution which officially recognizes the MOA and authorizes who may execute it on behalf of the City. A sample Resolution is included. Please complete the City's signature block on page 5 and do not fill in the date on page 1.

Please ***email*** the signed MOA and Resolution to me as soon as possible after the 04/06/2026 Board meeting to assure that it is fully executed in a timely manner. Paper copies are no longer accepted. If you have any questions, please contact me at (386) 740-3460.

Sincerely,

Tammy Wright
Contract Coordinator II

HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

CONTRACT NO.: AT416

FINANCIAL PROJECT NO.:417362-1-78-03

This AGREEMENT, entered this _____ day of _____, 20____, by and between the Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and City of Deland, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **LOCAL GOVERNMENT**.

RECITALS

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT,** for the purpose of safety and functionality**,** has constructed roadway, roadside areas, and medians on that part of the State Highway system within the limits of the **LOCAL GOVERNMENT** or adjacent to;

WHEREAS, the **LOCAL GOVERNMENT** acknowledges that there is mutual benefit in effectively maintaining these areas and the **LOCAL GOVERNMENT** is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party;

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution _____ dated the _____day of_____, 20____ attached hereto as **EXHIBIT"A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

PROVISIONS

1) The **LOCAL GOVERNMENT** shall be responsible for routine maintenance activities of all roadway features within the **DEPARTMENT's** right of way having limits described in **EXHIBIT "B"**, or subsequent amended limits mutually agreed upon in writing by both parties. For the purpose of this Agreement, the maintenance activities to be performed by the **LOCAL GOVERNMENT** are defined in **EXHIBIT "C"**, or as defined by amended definitions agreed upon in writing by both parties.

2) The **LOCAL GOVERNMENT** shall perform the maintenance activities as described in **EXHIBIT "C"** in accordance with **DEPARTMENT** publications**:**

   a) Maintenance Rating Program (MRP) Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.

b) Standard Plans, current edition, which by reference hereto shall become a part hereof.

3) The **LOCAL GOVERNMENT** shall be responsible for monitoring maintenance operations and the maintenance of traffic ("MOT") throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The **LOCAL GOVERNMENT** is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Standard Plans, Index 102-600 series.

4) The **DEPARTMENT** may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in **EXHIBIT "C"** are not being maintained as required by this Agreement, the **DEPARTMENT** will issue a notice of such deficiency to the **LOCAL GOVERNMENT's** point of contact by email or certified mail. The **LOCAL GOVERNMENT** shall have thirty (30) days to correct the deficiency (ies) and to notify the **DEPARTMENT** by email or certified mail, that the deficiency (ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:

   a) Maintain the roadway features declared deficient with the **DEPARTMENT** or **DEPARTMENT** Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the **LOCAL GOVERNMENT**; or
   b) Terminate this Agreement in accordance with the provisions of this Agreement.

5) In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the **LOCAL GOVERNMENT** and the **DEPARTMENT** will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the **DEPARTMENT's** right of way described in **EXHIBIT "B"** or any amended limits mutually agreed upon in writing by both parties hereto. The **DEPARTMENT** will not deduct any payment to the **LOCAL GOVERNMENT**, costs for impairment of performance of any activity or part thereof defined in **EXHIBIT "C"**, as a result of such event and the redirection of **LOCAL GOVERNMENT** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **LOCAL GOVERNMENT's** right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the **LOCAL GOVERNMENT** subsequent to a natural disaster or accident.

6) During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the **DEPARTMENT's** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the **DEPARTMENT** will notify the **LOCAL GOVERNMENT** of the limits of the project and the time frame for that project. During that time and for those limits, the **LOCAL GOVERNMENT** may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount of compensation under this Agreement. The **LOCAL GOVERNMENT** will be notified of the amount of the reduction as part of the aforementioned notice.

TERM

1) After this Agreement has been executed by the parties, the **DEPARTMENT** will issue a Notice to Proceed to the **LOCAL GOVERNMENT which may be sent by electronic mail at the DEPARTMENT's discretion**. The term of this Agreement commences on the effective date of the Notice to Proceed and will continue for a period of three (3) years from the effective date on the Notice to Proceed. This Agreement may be renewed for a period that may not exceed one three (3) year term.

2) A renewal may be made at the discretion of the **DEPARTMENT** and will be subject to the same terms and conditions set forth in this Agreement. A renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. Renewals must be mutually agreed upon by both parties and in writing and must be executed prior to the expiration date of its preceding term.

3) In the event this Agreement extends beyond the **DEPARTMENT's** current Fiscal year that begins July 1 of each year and ends June 30 of each succeeding year, the **LOCAL GOVERNMENT** and the **DEPARTMENT** mutually agree that the State of Florida's performance and obligation to pay under this contract is contingent upon and annual appropriation by the Legislature. In addition, Section 339.135(6)(a), Florida Statutes, is incorporated by reference, and is set forth herein below as follows:

F.S. "339.135(6)(a)"- The Department, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves any expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. Any Contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid under such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such Contract or any other binding commitment of funds. Nothing herein shall prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made shall be executory only for the value of services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all Contracts of the Department which are for an amount in excess of $25,000 and having a term for a period of more than one year.

COMPENSATION

1) The **DEPARTMENT** agrees to pay the **LOCAL GOVERNMENT,** following a Notice to Proceed, compensation for the cost of maintenance as described in the Provisions Section of this Agreement. The payment will be for the amount of $15,265.50 per quarter, equating to $61,062.00 per year for the duration of the term.

2) Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes. Detailed quarterly invoices and any associated documents, including Maintenance Management Systems (MMS) breakdown of all activities, shall be submitted to the **DEPARTMENT's** Project Administrator: Tammy Wright. Delivery shall be effective upon receipt of a proper quarterly invoice and any required associated documents.

   a) Upon receipt, the **DEPARTMENT** has seven (7) working days to inspect and approve the goods and services, unless otherwise specified herein. The **DEPARTMENT** has twenty (20) days to

deliver a request for payment (voucher) to the Department of Finance. The twenty (20) days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods and services are received, inspected and approved.

b) Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes. Section 215.422(5), Florida Statutes, provides that all purchasing Agreements between a State agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the State's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.

c) If payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **LOCAL GOVERNMENT.** Interest penalties of less than one ($1.00) dollar shall not be enforced unless the **LOCAL GOVERNMENT** requests payment. Invoices, which have been returned to the **LOCAL GOVERNMENT** because of **LOCAL GOVERNMENT** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is received by the **DEPARTMENT.**

d) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline, 1-800-342-2762.

3) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

4) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request of the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **LOCAL GOVERNMENT's** general accounting records and project records, together with supporting documents and records of the **LOCAL GOVERNMENT**, all subcontractors performing work, and all other records of the **LOCAL GOVERNMENT** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

CONDITIONS FOR TERMINATION

1) This Agreement or any part thereof is subject to termination at the discretion of the **DEPARTMENT** under any of the following conditions:
   a) In the event the Legislature fails to make an annual appropriation to pay for the **LOCAL GOVERNMENT's** services to be performed hereunder.
   b) The **LOCAL GOVERNMENT** has not complied with the provisions of this Agreement as described herein, or has demonstrated a pattern of repeated non-compliance.
   c) The **DEPARTMENT** determines that the Agreement is no longer feasible.

2) Either party may terminate this Agreement in writing with thirty (30) days' notice.

NOTICES AND POINTS OF CONTACT

All correspondence regarding this Agreement shall be directed to the following points of contact:

a) For the **DEPARTMENT**:

Title: Maintenance Manager - Contracts
Name: James (Jim) Read
Address: 1650 N. Kepler Rd., Deland FL 32724
Telephone: 386-740-3482
Email: James.Read@dot.state.fl.us

b) For the **LOCAL GOVERNMENT:**

Title: Public Work Director
Name: Ray Underwood
Address: 1102 S. Garfield Ave., DeLand FL 32720
Telephone: 386-626-7194
Email: Underwoodr@deland.org

ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS

1) **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
   a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
   b) The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
   c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
   d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT's** right-of-way.
   e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.

2) **PUBLIC ENTITY CRIME.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The **LOCAL GOVERNMENT** agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

3) **UNAUTHORIZED ALIENS.** The **DEPARTMENT** will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

4) **NON-DISCRIMINATION.** The **LOCAL GOVERNMENT** will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The **LOCAL GOVERNMENT** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The **LOCAL GOVERNMENT** shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

5) **DISCRIMINATORY VENDOR LIST.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The **LOCAL GOVERNMENT** further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

6) **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.

7) **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.

8) **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

9) **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

10) **NON-ASSIGNMENT.** The **LOCAL GOVERNMENT** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written approval of the **DEPARTMENT** will be null and void. The **DEPARTMENT** will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the **LOCAL GOVERNMENT**. In the event

that the **DEPARTMENT** approves transfer of the **LOCAL GOVERNMENT's** obligations, the **LOCAL GOVERNMENT** remains responsible for all work performed and all expenses incurred in connection with this Agreement.

11) The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees."

12) **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

13) **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

14) **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the **LOCAL GOVERNMENT** and the authorized officer of the **DEPARTMENT** or his/her delegate.

15) **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

16) **E-VERIFY – the LOCAL GOVERNMENT shall:**
   a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **LOCAL GOVERNMENT** during the term of the contract; and
   b) expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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17) The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

EXECUTION

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

LOCAL GOVERNMENT:

By: _____

_____
Printed Name & Title

Attest: _____

_____
Printed Name & Title

Legal Approval: _____

DEPARTMENT:

By: _____

Ron J. Meade, P.E., District Maintenance Engineer
Printed Name & Title

Attest: _____

Kristen Webb, Maintenance Project Manager
Printed Name & Title

Legal Approval: _____

EXHIBIT A

Resolution, following on next page.

EXHIBIT B

PROJECT LIMITS:

SECTION	S.R.	LOCATION	LENGTH
79060-000	SR600	N. Woodland Blvd (MP: 0.00) to N. Kepler Rd (MP: 2.633)	2.633
79070-000	SR44	N. Boundary Blvd (MP: 4.117) to N. Hill Ave (MP: 6.385)	2.268

EXHIBIT C

MAINTENANCE ACTIVITIES:

(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)

INC.	ACTIVITY	DESCRIPTION
☐	433	**Sodding:** Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts.
☐	435	**Seeding, Fertilizing and Mulching:** Seeding, fertilizing, and mulching of the roadside.
☐	436	**Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical):** Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas.
☐	451	**Clean Drainage Structures:** Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures.
☐	459	**Concrete Sidewalk Repair:** Repair or replacement of existing sections of concrete sidewalk.
☐	461	**Roadside Ditches – Clean and Reshape:** Cleaning and reshaping of ditches other than outfalls.
☒	471	**Large Machine Mowing:** Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
☒	482	**Slope Mowing:** Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.
☒	485	**Small Machine Mowing:** Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
☐	487	**Manual Weed Control**: Brush, weed, and grass cutting 100 mm (4") or less in diameter performed with hand tools.
☐	490	**Fertilizing:** Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.
☒	492	**Tree Trimming & Removal:** The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
☐	493	**Landscaped Area Maintenance:** All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc.
☒	494	**Chemical Grass and Weed Control**: The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas.

☐	498	**Storm Water Management:** To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations.
☐	527	**Fence Repair:** To provide highway safety and deter unauthorized and unrestrained access to highway facilities.
☒	541	**Roadside Litter Removal:** Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
☐	542	**Road Sweeping (Manual):** To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly.
☒	543	**Road Sweeping (mechanical):** Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
☒	545	**Edging & Sweeping:** Removal of vegetation and debris from the curb, gutter and sidewalk.
☐		
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CITY OF DELAND
Request for Commission Action
April 6, 2026

SUBJECT: Approval of Minutes from the regular meeting of the City Commission held on December 1, 2025, December 15, 2005 and January 5, 2026; the special meeting of the City Commission held on Monday, March 9, 2026; and the regular meeting of the City Commission held March 16, 2026.

DEPARTMENT: City Clerk

PREPARED BY: Dale Arrington, Interim City Clerk

ATTACHMENTS: 12-01-25 minutes reg meeting, 12-15-25 minutes reg meeting, 01-05-26 Short Minutes reg meeting, 03-09- 2026 long minutes spec meeting, 03-16-26 long minutes reg meeting

APPROVED BY: Michael Pleus, City Manager, March 31, 2026

SUMMARY/HIGHLIGHT:

Attached for your consideration are minutes from the

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the City Commission review and approve the minutes.

BACKGROUND/DISCUSSION:

N/A

MINUTES FOR A REGULAR MEETING OF
THE CITY COMMISSION OF THE CITY OF DELAND
HELD ON MONDAY, DECEMBER 1, 2025, AT 7:00 P.M.
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

CALL TO ORDER

The meeting was called to order by Mayor Cloudman at 7:00 p.m.

INVOCATION

Rabbi Michael Asher, The Center for Jewish Discovery, gave the Invocation.

PLEDGE OF ALLEGIANCE

ROLL CALL

Commissioner Richard Paiva	Present
Vice Mayor Jessica Davis	Present
Commissioner Dan Reed	Absent
Commissioner Kevin Reid	Present
Mayor Chris Cloudman	Present

ALSO PRESENT: Michael Pleus, City Manager; Darren J. Elkind, City Attorney; Julia Hewitt, Interim City Clerk-Auditor; Michael Grebosz, Assistant City Manager; Jason Umberger, Police Chief; Todd Allen, Fire Chief; Jeremy Wiggins, Human Resources Director; Rick Werbiskis, Community Development Director; Jim Ailes, Deputy Public Service/Utilities Director; Ray Bahrami, City Engineer; Carol Kuhn, Planning Director; Sarah Lux Community Information Manager; Document Imaging Specialist; Rick Hall, Director of Parks & Rec; Alberto Cirelli, I.T. Director; members of the public and press.

PRESENTATIONS

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

   Mayor Cloudman announced each super star student as Commissioner Kevin Reid presented each super star student with a certificate.

CONSENT AGENDA

1. Resolution Approving Final Plat for The Canopy at Blue Lake, Located on East Wisconsin Avenue, East of North
   This was a request for approval of The Canopy at Blue Lake final plat.
2. Resolution Approving Sole Source Purchase for MSA Air Packs and Cylinders.
   The Department recommended approval for the purchase order of $78,604.96 for Ten-8 Fire Equipment for MSA Air Packs and Cylinders.
3. Consideration re Lessor's Subordination to Leasehold Mortgage (Airport Lease Refinancing).
   Staff recommended approving Lessor's consent to leasehold mortgage and subordination agreement.

Commissioner Paiva made a motion to approve consent agenda items 1-3. Commissioner Kevin Reid seconded the motion, which carried unanimously 4-0.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

Adam Davis spoke on what he believed to be an invalid arrest by the DeLand Police Department, and being opposed to the banning of recording in the Police Department lobby.

Ron Berman spoke in favor of short-term rentals.

Ned Schiff, president of Intellitec products, spoke in favor of short-term rentals.

Dan Friend spoke on helping to find a site as close to DeLand as possible for "Tiger", a wartime tugboat.

Fred Peace spoke on finding a permanent home for "Tiger", a wartime tugboat.

Gina Walker spoke on approving short term rentals in the City.

Randy Williams said a prayer and thanked the community that has helped him.

Sidney Johnston spoke on saving the tugboat "Tiger".

Ann and George Genkins asked the commission to consider approving short term rentals.

Robert Levings spoke on approving short term rentals.

John Salverton spoke on his water being unsanitary around his home off Belinda Dr., near St. Johns River.

NEW BUSINESS

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

   "Mr. Good Citizen" stated it was his Constitutional right to record in the police lobby and is opposed to the Ordinance banning the practice.

   Commissioner Kevin Reid made a motion to approve the Ordinance on First Reading. Commissioner Paiva seconded the motion, which carried unanimously 4-0.

2. Discussion re Citizen Advisory Board Appointment Process.
   Julie Hennessy, City Clerk-Auditor, discussed how other cities handle their Citizen Advisory Board appointment process and the City Commission discussed what they would like to see or change.

CITY COMMISSION REPORTS

1. Report re Elected Officials Round Table.
   No Report Given
2. Report re Volusia-Flagler TPO.
   No Report Given
3. Report re River of Lakes Heritage Corridor.
   No Report Given

CITY MANAGERS REPORT

Michael Pleus spoke on getting someone to contact for John Salverton on his unsanitary water issue.

Mr. Pleus expressed current Ordinances do not allow short term rentals in the City.

Mr. Pleus stated he spoke to Mr. Friend that the "Tiger" tugboat wasn't really a Commission issue and explained to him the reasons why.

CITY ATTORNEY REPORT

No Report Given.

CITY CLERK REPORT

No Report Given.

CITY COMMISSION REPORTS

Reports Given

ADJOURNMENT

8:45 p.m.

RESPECTFULLY SUBMITTED:

_____
Dale Arrington
Interim City Clerk – Auditor

APPROVED ON:

_____
Date

MINUTES FOR A REGULAR MEETING OF
THE CITY COMMISSION OF THE CITY OF DELAND
HELD ON MONDAY, DECEMBER 15, 2025, AT 7:00 P.M.
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

CALL TO ORDER

The meeting was called to order by Mayor Cloudman at 7:00 p.m.

INVOCATION

Pastor James Donley, First Church DeLand, gave the Invocation.

PLEDGE OF ALLEGIANCE

ROLL CALL

Commissioner Richard Paiva	Present
Vice Mayor Jessica Davis	Present
Commissioner Dan Reed	Present
Commissioner Kevin Reid	Present
Mayor Chris Cloudman	Present

ALSO PRESENT: Michael Pleus, City Manager; Darren J. Elkind, City Attorney; Julia Hewitt, Interim City Clerk-Auditor; Michael Grebosz, Assistant City Manager; Jason Umberger, Police Chief; Todd Allen, Fire Chief; Jeremy Wiggins, Human Resources Director; Rick Werbiskis, Community Development Director; Jim Ailes, Deputy Public Service/Utilities Director; Ray Bahrami, City Engineer; Carol Kuhn, Planning Director; Sarah Lux Community Information Manager; Jefferson Borden, Stormwater/Streets Superintendent; Jonathan Jacob, Document Imaging Specialist; Rich Hall, Director of Parks & Rec; Alberto Cirelli, I.T. Director; members of the public and press.

CONSENT AGENDA

1. Consideration re Task Order Assignment, Reclaim Water Main Extension Phase 7 Design Services.
   Staff recommended that the City Commission approve the subject task order with Mead & Hunt to provide design and bidding services for the Reclaim Water Main Extension Phase #7 project.

2. Consideration re Contract for Clinic Operations and Management with Florida Health Care Plans.
   Staff recommended the Commission approve this agreement.

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

4. Resolution Approving Carryforward for FY 2025-2026 Budget Amendment.
   A Presentation of the carryover budget amendment for FY 2025/2026 was made that recognized items carried over from FY 2024/2025.

5. Consideration re Task Order Assignment, SA-HMW CW SRF Loan Application and Facility Revision and Updates.
   Staff recommended that the City Commission approve the subject task order with Mead & Hunt to provide design and bidding services for the SA-HMW CW SRF Loan Application and Facility Revision and Updates project.

6. Consideration re Design and Bidding Services for Lift Station #10 Relocation.
   Staff recommended that the City Commission authorize Mead & Hunt to perform engineering and related professional services in connection with the Lift Station #10 Relocation Project.

7. Resolution Approving the Florida Department of Environmental Protection Grant Agreement #QG019, for the East Reginal Force Main Project.
   Staff recommended that the City Commission approve the Standard Grant Agreement #QG019 between the State of Florida Department of Environmental Protection and the City of DeLand for the East Regional Force Main project.

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

Commissioner Dan Reed made a motion to approve consent agenda items 1-8. Vice Mayor Davis seconded the motion, which carried unanimously 5-0.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

Craig spoke on the Flock Surveillance cameras.

Randy Williams thanked the community which has helped him and said a prayer.

Sidney Johnston spoke on saving the Tiger in reference to the greatest generation serving in WW2.

OLD BUSINESS

1. Second Reading of Ordinance 2025-27, Changing the Zoning for Approximately 7.35 Acres of Property, Located on South Woodland Boulevard from Mainstreet Townhomes PD to C-2 (General Commercial). First Reading 11-17-25.

   Commissioner Paiva made a motion to adopt the Ordinance. Commissioner Dan Reed seconded the motion, which carried unanimously 5-0.

NEW BUSINESS

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

   Matthew Weston stated that he lives nearby and wanted clarification on what is being done to the property and how he might be affected.

   Commissioner Paiva made a motion to approve the Ordinance on First Reading. Commissioner Dan Reed seconded the motion, which carried unanimously 5-0.

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

   Commissioner Dan Reed made a motion to approve the Ordinance on First Reading. Commissioner Kevin Reid seconded the motion, which carried unanimously 5-0.

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

   Commissioner Dan Reed made a motion to approve the Contract for Legal Services. Vice Mayor Davis seconded the motion, which carried unanimously 5-0.

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

   Commissioner Dan Reed made a motion to adopt the Resolution. Commissioner Paiva seconded the motion, which carried unanimously 5-0.

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

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

Vice Mayor Davis made a motion to approve moving the meeting to Wednesday, January 21, 2026. Dan Reed seconded the motion, which carried unanimously 5-0.

CITY MANAGERS REPORT

Michael Pleus asked the Commission to appoint Julia Hewitt, Deputy City Clerk, to Interim City Clerk-Auditor.

Commissioner Paiva made a motion to appoint Julia Hewitt as Interim City Clerk-Auditor. Vice Mayor Davis seconded the motion, which carried unanimously 5-0.

CITY ATTORNEY REPORT

No Report.

CITY CLERK REPORT

Julia Hewitt mentioned two board appointment seats for the Downtown CRA have opened up.

CITY COMMISSION REPORTS

Reports Given

ADJOURNMENT

8:20 p.m.

RESPECTFULLY SUBMITTED:

_____
Dale Arrington
Interim City Clerk – Auditor

APPROVED ON:

_____
Date

MINUTES FOR A REGULAR MEETING OF
THE CITY COMMISSION OF THE CITY OF DELAND
HELD ON MONDAY, JANUARY 5, 2026, AT 7:00 P.M.
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

CALL TO ORDER

The meeting was called to order by Mayor Cloudman at 7:00 p.m.

INVOCATION

Pastor Mark Schrade of City Sanctuary, gave the Invocation.

PLEDGE OF ALLEGIANCE

ROLL CALL

Commissioner Richard Paiva	Present
Vice Mayor Jessica Davis	Present
Commissioner Dan Reed	Present
Commissioner Kevin Reid	Present
Mayor Chris Cloudman	Present

ALSO PRESENT: Michael Pleus, City Manager; Darren J. Elkind, City Attorney; Julia M. Hewitt, Interim City Clerk-Auditor; Michael Grebosz, Assistant City Manager; Jeff Borden, Street/Stormwater Superintendent; Jason Umberger, Police Chief; Jamie Lunsford, Fire Marshal; Jeremy Wiggins, Human Resources Director; Dan Stauffer, Finance Director; Rick Werbiskis, Community Development Director; Jim Ailes, Deputy Public Service/Utilities Director; Ray Bahrami, City Engineer; Rick Hall, Parks and Recreation Director; Ray Underwood, Public Works Director; Carol Kuhn, Planning Director; Alberto Cirelli, Information Technology Director; Sarah Lux, Community Information Manager; Jonathan Jacob, Document Imaging Specialist; members of the public and press.

PRESENTATIONS

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

Commissioner Dan Reed read the proclamation. Commissioner Kevin Reid presented the proclamation. Vice Mayor Davis made a motion to approve Resolution No. 2026-01. Commissioner Kevin Reid seconded the motion, which carried unanimously 5-0.

2. Proclamation, Dr. Martin Luther King Jr. Day.

Commissioner Paiva read the Proclamation. Vice Mayor Davis presented the Proclamation.

CONSENT AGENDA

1. Resolution Approving Sole Source Agreement for Sewage Pumping Stations.
   It is recommended that the City Commission approve the five-year Sole Source Resolution and the Agreement for Supply of Sewage Pumping stations with Smith & Loveless, Inc. effective Jan 1, 2026.
2. Consideration re Change Order #1, Novatime Upgrade to UKG to Web-Based Time and Attendance System.
   Staff recommends that the City Commission approve Change Order No. 1 to approve the purchase of the new time clocks for the UKG rollout to be completed.
3. Consideration re Second Amendment to the Professional Service Agreement with Brooks and Dun Grant Consulting.
4. Consideration re Facilities Work Plan and Funding Assistance for Professional Services Task Order Proposal for Perfluorooctanesulfonic Acid and Polyfluoroalkyl Substances (PFAS) Removal.
   Staff recommends that the City Commission authorize McKim & Creed to perform engineering and related professional services in connection with the Facilities Work Plan and funding Assistance for PFAS Removal Project.

Commissioner Dan Reed made a motion to approve consent agenda items 1-4. Vice Mayor Davis seconded the motion, which carried unanimously 5-0.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

James Green requested to have his street paved after many years.
Craig spoke on why his FOIA record request was taking so long in regards to cameras in the City of DeLand.
Tom Jefferson spoke on the hearing he missed from the morning and the Ordinance not allowing recording in the lobby of the Police Station.

OLD BUSINESS

1. Second Reading of Ordinance 2026-01, Codifying the City's Existing Videotaping Policy into the Code of Ordinances.
   Commissioner Kevin Reid made a motion to adopt the Ordinance.
   Commissioner Paiva seconded the motion, which carried unanimously 5-0.

2. Second Reading of Ordinance 2026-02, Amending Chapter 33, Land Development Regulations Related to Subdivision Plat Approval.
   Commissioner Paiva made a motion to adopt the Ordinance. Commissioner Dan Reed seconded the motion, which carried unanimously 5-0.

3. Request to Continue Second Reading of Ordinance Approving a Second Amendment to the DeLand Tech Park PD to Allow for One Additional Use, for Property Located on the South Side of Cassadaga Road, West of Interstate 4.
   This is a request for continuance to the January 21, 2026, City Commission meeting.
   Vice Mayor Davis made a motion to continue the Second Reading to January 21, 2026. Commissioner Paiva seconded the motion, which carried unanimously 5-0.

NEW BUSINESS

1. First Reading of Ordinance 2026- Amending Chapter 30, Section 30-3, and Adding Section 30-49A, Oil and Grease Management Program.
   Commissioner Paiva made a motion to approve the Ordinance on First Reading. Commissioner Kevin Reid seconded the motion, which carried unanimously 4-0.

CITY COMMISSION REPORTS

1. Report re Elected Officials Round Table.
   Report Given
2. Report re Volusia-Flagler TPO.
   Report Given
3. Report re River of Lakes Heritage Corridor.
   No Report

CITY MANAGERS REPORT

Michael Pleus gave a report.

CITY ATTORNEY REPORT

No Report.

CITY CLERK REPORT

No Report.

CITY COMMISSION REPORTS

Reports Given

ADJOURNMENT

8:06 p.m.

RESPECTFULLY SUBMITTED:

_____

Dale Arrington
Interim City Clerk-Auditor

APPROVED ON:

_____

Date

MINUTES FOR A SPECIAL MEETING OF
THE CITY COMMISSION OF THE CITY OF DELAND
HELD ON MONDAY, MARCH 9, 2026, AT 7:00 P.M.
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

CALL TO ORDER

The meeting was called to order by Mayor Cloudman at 7:00 p.m.

Commissioner Richard Paiva, Commissioner Dan Reed, and Commissioner Kevin Reid were also present.

Vice Mayor Jessica Davis was absent.

ALSO PRESENT: Michael Pleus, City Manager, Dale Arrington, Interim City Clerk-Auditor; Ray Underwood, Public Works Director; and Jeremy Wiggins, Human Resources Director.

NEW BUSINESS

1. Consideration of Applications for the City Clerk Position.

Jeremy Wiggins provided a brief history of the actions taken to date to hire a City Clerk-Auditor. Mr. Wiggins requested the Commission provide direction on which applicants they would like to interview, the dates available for interviews and the process for conducting the interviews.

Mayor Cloudman indicated that the first decision point was to determine how many candidates to interview. Following discussion, the consensus of the Commissioners present was to interview all five of the candidates. Mr. Pleus stated that he had spoken to Vice Mayor Davis and that she was in agreement with conducting five interviews.

Following initial discussion, it was determined that the preferred time frame for conducting interviews would be to schedule two consecutive evening meetings. After a review of calendars, dates for two consecutive evenings could not be found until April. Discussion was had to determine if an earlier date could be found on a Saturday. Saturday March 21, 2026 and March 28, 2026 were selected in priority order as possibilities for a day-long session. Mr. Pleus stated that he would contact Vice Mayor Davis to confirm a date.

Mr. Wiggins outlined a process for conducting the interviews which would include individual Commissioner interviews with each candidate, followed by group interviews

with each candidate. That process was agreed upon with the addition of an informal lunch to which senior staff would be invited. Commissioner Paiva asked that the formal selection decision be undertaken at a different meeting to provide time for adequate reflection. Following discussion, the consensus of the Commission was to allocate twenty minutes for each individual interview and thirty minutes for each candidate's group interview.

Mr. Wiggins and Mr. Pleus indicated they had adequate direction with which to proceed.

ADJOURNMENT

There being no further business, the meeting was adjourned at 7:42 p.m.

RESPECTFULLY SUBMITTED: APPROVED ON:

_____ _____

Dale Arrington, Interim City Clerk – Auditor Date

MINUTES FOR A REGULAR MEETING OF
THE CITY COMMISSION OF THE CITY OF DELAND
HELD ON MONDAY, MARCH 16, 2026, AT 7:00 P.M.
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

CALL TO ORDER

The meeting was called to order by Mayor Cloudman at 7:00 p.m.

Mayor Cloudman requested that anyone present who wished to address the City Commission on an item appearing on the agenda, or with regard to an item not on the agenda, please fill out a Speaker's Card and give it to the City Clerk. He explained the public has a right to speak with regard to an item not on the agenda, or any item on which the City Commission is to take action.

INVOCATION

Pastor Henry James, Thompson Street Tabernacle of Praise Church, gave the Invocation.

PLEDGE OF ALLEGIANCE Mayor Cloudman led the Pledge of Allegiance

ROLL CALL

Commissioner Richard Paiva	Present
Vice Mayor Jessica Davis	Absent
Commissioner Dan Reed	Present
Commissioner Kevin Reid	Present
Mayor Chris Cloudman	Present

ALSO PRESENT: Michael Pleus, City Manager; Darren J. Elkind, City Attorney; Dale Arrington, Interim City Clerk-Auditor; Michael Grebosz, Assistant City Manager; Adam Kisthardt, Deputy Police Chief; Todd Allen, Fire Chief; Jeremy Wiggins, Human Resources Director; Dan Stauffer, Finance Director; Rick Werbiskis, Community Development Director; Jim Ailes, Utilities Director; Ray Bahrami, City Engineer; Rick Hall, Parks and Recreation Director; Ray Underwood, Public Works Director; Carol Kuhn, Planning Director; Sarah Lux, Community Information Manager, Laurie Windham, Community Information Specialist; Emily Kunkel, Senior Planner; Kendal Story, Senior Planner; Kieu Moses, Risk

Manager; Alberto Cirelli, I.T. Director; Heidi VanEtten, Assistant Finance Director; members of the public and press.

PRESENTATIONS

1. Introduction of one new Police Officer: Nicole Matczak

   Deputy Police Chief Adam Kisthardt introduced the new police officer. Matt Matczak pinned her badge.

2. Proclamation for Registered Dietician Nutritionists Day.

   Commissioner Dan Reed read the proclamation. Commissioner Richard Paiva presented the proclamation to the representatives.

3. Proclamation for Epilepsy Awareness Day.

   Mayor Cloudman read the proclamation. Commissioner Kevin Reid presented the proclamation to Sarah Lux, Community Information Manager.

4. Presentation of the Annual Comprehensive Financial Report (ACFR) for Fiscal Year Ended September 30, 2025.

   Dan Stauffer, Finance Director, introduced the representative from James Moore & Co., Zach Chalifour. Mr. Chalifour gave a presentation of the Audit on the Annual Comprehensive Financial Report.

CONSENT AGENDA

1. Resolution 2026-Approving FY 2025-2026 Budget Amendment.

   Presentation of a budget amendment for FY 2025/2026

2. Resolution 2026-re Surplus Equipment.

   Consideration of Resolution declaring certain equipment surplus and authorizing its disposal.

3. Consideration re Lease Agreement with United States Florida's 6th Congressional District Office.

   Approve lease agreement with United States Florida's 6th Congressional District Office for office space.

4. Consideration re Authorization of Professional Services – 2027 Water Main Improvements.
   Staff recommends the City Commission authorize Freese & Nichols Engineering to perform professional services as outlined in Task Order Proposal dated March 3, 2026 for the total amount of $398,103.00

5. Approval of Minutes from the regular meeting of the City Commission held on Monday, March 2, 2026; February 2, 2026 and January 21, 2026.

Commissioner Richard Paiva made a motion to approve consent agenda items 1-5. Commissioner Dan Reed seconded the motion, which carried unanimously 4-0.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

Randy Williams submitted a speaker card but was not present when it was his turn to speak.

Suzanne Scheiber with Dream Green Volusia spoke on land conservation within Volusia County. Ms. Scheiber requested a letter be written to the Volusia County Council in support of the Volusia Forever program.

Scott Price gave an update on the Mac McBride mural. Mr. Price stated after further thought and review, he would not sign the contract and "walk away" from further participation. He thanked the Commission for their consideration.

BOARD APPOINTMENT

1. Consideration re Appointments to Tree Advisory Committee.

   Dale Arrington, Interim City Clerk-Auditor spoke briefly on the vacancies for the Tree Advisory Committee. Mayor Cloudman mentioned there were three seats and three applicants.

   Commissioner Paiva made a motion to approve the three applicants to the Tree Advisory Committee. Commissioner Kevin Reid seconded the motion, which carried unanimously 4-0.

OLD BUSINESS

1. Second Reading of Ordinance 2026-06 Changing the Land Use for Approximately

1.49 Acres of Property, Located Northwest of the Intersection of East Rich Avenue and North Hill Avenue, from Low Density Residential to Medium Density Residential.

Darren Elkind, City Attorney, read Ordinance 2026-06 by title only.

ORDINANCE NO. 2026 - 06

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF DELAND, BY CHANGING THE LAND USE DESIGNATION OF CERTAIN PROPERTY LOCATED NORTHWEST OF THE INTERSECTION OF NORTH HILL AVENUE AND EAST RICH AVENUE FROM LOW- DENSITY RESIDENTIAL FUTURE LAND USE DESIGNATION TO MEDIUM-DENSITY RESIDENTIAL FUTURE LAND USE DESIGNATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing. Kendall Story, Senior Planner, presented the request to amend the land use from low density residential to medium density residential on 1.49 acres and that staff recommends approval. There being no further questions or speakers, Mayor Cloudman closed the public hearing.

Commissioner Paiva made a motion to adopt the Ordinance. Commissioner Dan Reed seconded the motion, which carried unanimously 4-0.

2. Second Reading of Ordinance 2026-07 Changing the Zoning for ±1.49 Acres of Property, Located at the Northwest of the Intersection of East Rich Avenue and North Hill Avenue, from R-1B (Single-Family Dwelling) to North Hill Villas Planned Development.

Darren Elkind read Ordinance No. 2026-07 by title only.

ORDINANCE NO. 2026 – 07

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM R-1B, SINGLE FAMILY RESIDENTIAL TO NORTH HILL VILLAS PLANNED DEVELOPMENT (PD), ON PROPERTY LOCATED NORTHWEST OF THE INTERSECTION OF EAST RICH AVENUE AND NORTH HILL AVENUE; APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 1.49 ACRES OF PROPERTY; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing. Kendall Story presented the request to rezone the subject property from R-1B, to the North Hill Villas PD, for 13 townhomes on 1.49 acres of property and expressed staff recommended approval of the North Hill Villas townhomes. Mark Watts of Cobb Cole law firm, thanked Ms. Storey on the work done on this project to get it to this final stage of approval. There being no further questions or speakers, Mayor Cloudman closed the public hearing.

Commissioner Paiva made a motion to adopt the Ordinance. Commissioner Dan Reed seconded the motion, which carried unanimously 4-0.

NEW BUSINESS

1. First Reading of Ordinance 2026- Changing the Zoning for ±1.47 Acres of Property, Located northeast of the intersection of South Amelia Avenue and East Howry Avenue, from C-2 (General Commercial) to Ace Hardware PD (Planned Development).

   Darren Elkind read the Ordinance 2026- by title only.

   ORDINANCE NO. 2026 –

   AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM C-2 GENERAL COMMERCIAL TO ACE HARDWARE PLANNED DEVELOPMENT (PD), ON PROPERTY LOCATED NORTHEAST OF THE INTERSECTION OF SOUTH AMELIA AVENUE AND EAST HOWRY AVENUE; APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 1.47 ACRES OF PROPERTY; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

   Mayor Cloudman opened the public hearing. Emily Kunkel, Senior Planner, presented the proposed changes to zoning allowing for storage and display in other areas other than the rear of the building and that staff recommends approval. Mark Watts thanked staff for zoning changes to allow for saving historic trees on the property. Commissioner Paiva asked if they are picking up more square footage and type of fence for storage. Mr. Watts was not sure on square footage but believes it's a significant increase. Mr. Watts stated that it's an open black picket fence with significant landscaping. Commissioner Kevin Reid asked about the awning not lining up with the sidewalk on the north side of the building. Mr. Watts stated its set back a little because of the existing building

and drive aisle. There being no further questions or speakers, Mayor Cloudman closed the public hearing.

Commissioner Paiva made a motion to approve the Ordinance on first reading. Commissioner Kevin Reid seconded the motion, which carried unanimously 4-0.

2. Continuation of First Reading of Ordinance Abandoning ± 0.89 Acres of Right-of-Way of Bennett Drive, along lots 25-31 of the DeLand Business and Industrial Park plat.

The request is to continue the first reading of an Ordinance vacating a 50' wide, 552.68' long section of the Bennett Drive right-of-way, located along lots 25-31 of the DeLand Business and Industrial Park plat until the April 6, 2026 meeting.

Commissioner Kevin Reid made a motion to continue the first reading of the Ordinance to April 6, 2026. Commissioner Dan Reed seconded the motion, which carried unanimously 4-0.

3. Continuation of First Reading of Ordinance Changing the Zoning for ±1.09 Acres of Property, Located at 600 North Woodland Boulevard, from E-1 (Educational) to DeLand Atrium PD (Planned Development).

The request is to continue the first reading from March 16, 2026, to April 6, 2026.

Commissioner Dan Reed made a motion to continue the first reading of the Ordinance to April 6, 2026. Commissioner Kevin Reid seconded the motion, which carried unanimously 4-0.

4. First reading of Ordinance Amending Sections 28-9, 28-10 and adding a new Section 28-10.1 regarding e-bikes, micromobility devices and bicycle operation on downtown sidewalks and use of helmets by riders 16-17 years of age.

Darren Elkind read the Ordinance by title only.

ORDINANCE NO. 2026 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING SECTION 28-9 "DEFINITION" AND SECTION 28-10 "OPERATION OF BICYCLES OR OTHER WHEELED DEVICES ON STREETS AND SIDEWALKS;

PENALTIES" OF THE CODE OF ORDINANCES OF THE CITY OF DELAND TO INCLUDE THE TERM "MICROMOBILITY DEVICE" IN SECTIONS 28-9 AND 28-10 AND TO REVISE PENALTIES IN SECTION 28-10(b); AND ADDING AN NEW SECTION 28-10.1 REQUIRING THE USE OF HELMETS BY PERSONS AGE 16 – 17; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing. Mr. Elkind briefly explained the Ordinance added e-bikes and micromobility devices to the prohibition against use on downtown sidewalks, and consideration of requiring helmet use by riders 16 to 17 years of age. Commissioner Kevin Reid asked for clarification on which streets in downtown are mobility devices banned. Mr. Elkind advised that he needs to identify the exact streets. It was decided to have that information available at the Second Reading. Commissioner Kevin Reid asked if the $250 fine was large compared to other municipalities. Mr. Elkind stated he believes it's a larger fine than other cities but has not researched the subject. Mr. Elkind outlined that a police officer has discretion on whether a warning or fine is warranted. There being no further questions or speakers, Mayor Cloudman closed the public hearing.

Commissioner Dan Reed made a motion to approve the Ordinance on first reading. Commissioner Kevin Reid seconded the motion, which carried unanimously 4-0.

5. First Reading of Ordinance Amending Section 30-7(f) of the Code of Ordinances.

Darren Elkind read the Ordinance 2026- by title only.

ORDINANCE NO. 2026 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING SECTION 30-7 "WATER AND SEWER SERVICE AVAILABILITY; REQUIREMENT FOR CONNECTION AND ANNEXATION" OF THE CODE OF ORDINANCES OF THE CITY OF DELAND BY REVISING THE REFERENCE TO THE UTILITY SERVICE AREA AGREEMENT BETWEEN THE CITY OF DELAND AND VOLUSIA COUNTY TO REFLECT THE AMENDMENT TO THAT AGREEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing. Mayor Cloudman mentioned they are currently monitoring the situation in Tallahassee about restrictions on utility service agreements. Mr. Elkind mentioned the City doesn't charge a 25 percent surcharge outside the city limits. Mr. Elkind explained this is an Amendment to Section 30-7(f) of the Code of Ordinances to reference amendment to utility

service agreement with Volusia County. There being no further questions or speakers, Mayor Cloudman closed the public hearing.

Commissioner Dan Reed made a motion to approve the Ordinance on the first reading. Commissioner Kevin Reid seconded the motion, which carried unanimously 4-0.

CITY MANAGERS REPORT

Michael Pleus mentioned he would draft a letter to give to the Volusia County Council when he speaks on behalf of the Volusia Forever program. Mr. Pleus recommended March 30, 2026 at 7 p.m. for deciding the top candidate for City Clerk-Auditor, and the Commission agreed.

CITY ATTORNEY REPORT

Darren Elkind had nothing to report.

CITY CLERK REPORT

Dale Arrington had nothing to report.

CITY COMMISSION REPORTS

Commissioner Kevin Reid had nothing to report.

Commissioner Dan Reid mentioned they had another successful fire fighter's pub crawl.

Commissioner Paiva met with some DeLand little league members and was informed on their current and future need of field space for practice and games.

Mayor Cloudman confirmed with Mr. Pleus on reading the draft letter in the morning before speaking to Volusia County Council on Volusia Forever.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:20 p.m.

RESPECTFULLY SUBMITTED:

_____
Dale Arrington
Interim City Clerk – Auditor

APPROVED ON:

_____
Date

CITY OF DELAND
Request for Commission Action
April 6, 2026

SUBJECT: Consideration re Appointments to DeLand Housing Authority.

DEPARTMENT: City Clerk

PREPARED BY: Dale Arrington, Interim City Clerk

ATTACHMENTS: Board member list 2-23-2026, RESO. 90-49, Reso 90-52, RESO. 68-17, RESO. 68-23, Mike Newberry re-appointment letter 10-21-2025 (002), Jasia Brown Application, Mourice Hylton Application, Jeremy Locy Application, Katherine Russell Application, Resume of Katherine Russell , Logan Wakefield Application

APPROVED BY: Michael Pleus, City Manager, March 31, 2026

SUMMARY/HIGHLIGHT:

The Deland Housing Authority shall consist of five members appointed by the City Commission. The Authority is a local public housing agency for undertaking and implementing the preliminary planning of housing projects and financial assistance in providing low-rent housing by leasing dwelling units in privately owned structures. The majority of the membership must be city residents. Because two members are already unincorporated DeLand area residents, new appointments should reside within the City limits. One member must be a recipient of Section 8 housing (this seat is presently filled). Terms are for four years.

Two seats expired on November 1, 2025. Mr. Mike Newberry has submitted his request for reappointment.

Staff announced the vacancy and solicited applications on the City's website. Five new applications were received:

Jasia L. Brown
Mourice Hylton
Jeremy Locy
Katherine Russel
Logan J. Wakefield

Ms. Russell's application shows her residency at an unincorporated address. The other four applicants addresses are within municipal limits.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Citizen Advisory Boards support the Focus Area of "High Value Government."

SUSTAINABILITY:

NA

FISCAL IMPACT:

NA

RECOMMENDATION:

It is recommended that the City Commission review applications and make two appointments to the DeLand Housing Authority.

BACKGROUND/DISCUSSION:

NA

DELAND HOUSING AUTHORITY

BOARD MEMBERS LIST AS OF 02/23/2026

Trude Cole, Board Chairwoman- Term expires 11/1/2026
33125 Forest Drive
Deland, Fl 32720
trude.cole@td.com
Cell- 386-624-8266
Work No. 386-428-3926

Ruth A. Stanley, Vice Chairwoman- Term expires 11/1/2028
4124 Huckleberry Lane
DeLand, Fl 32724
ruthied144@gmail.com
Home No. 386-738-2455
Cell-386-235-3403

Hilma Blair, Board Member- Term expires 11/1/2026
430 Laurel Ridge apt # 115
Deland, FL 32724
blairhilma@yahoo.com
Cell 386-846-0289

Mike Newberry, Board Member -Term expires 11/1/2025
1508 Ginger Snap Terrace
DeLand, FL 32720
Mike@mynewberry.com
Work No. 386-736-7677
Cell No. 386-801-2441

RESOLUTION 90-49

A RESOLUTION OF THE CITY OF DELAND, FLORIDA, ESTABLISHING THE LENGTH OF TERMS AND NUMBER OF SUCCESSIVE TERMS ALLOWED WITH REGARD TO THE DELAND HOUSING AUTHORITY BOARD; REGARDING THE FILLING OF UNEXPIRED TERMS; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. DeLand Housing Authority Board members shall be appointed to terms of four (4) years. Any member may be reappointed for one (1) successive term upon approval of the City Commission and shall continue to serve until his or her successor is appointed. Appointments to fill any vacancy on the DeLand Housing Authority Board shall be for the remainder of the unexpired term of office, and shall not count as a term served by that appointee. If any member fails to attend three (3) successive meetings without cause and without prior approval of the chairman, the board shall declare the member's office vacant and the city commission shall promptly fill such vacancy. In addition, the City Commission shall have the authority to remove any member for cause, on written charges, after a public hearing.

Section 2. As provided in Florida Statutes Section 421.05, any future vacancy in one or more of the Seats on the DeLand Housing Authority Board shall be filled by appointment within 60 days after said vacancy occurs.

Section 3. The City Clerk shall provide copies of this Resolution to the chairman and staff liaison for the DeLand Housing Authority Board for presentation to that Board.

Section 4. All parts of Resolutions inconsistent or in conflict with this Resolution are hereby repealed.

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

PASSED AND DULY ADOPTED this 5th day of November, 1990.

Wiley M. Nash
Mayor - Commissioner

ATTEST:

Viola H. Ballentine
City Clerk - Auditor

RESOLUTION 90-52

A RESOLUTION OF THE CITY OF DELAND, FLORIDA CONCERNING CITY BOARDS AND COMMITTEES; REPEALING RESOLUTION NOS. 87-14 AND 88-58; SETTING FORTH THE POLICY OF THE CITY REGARDING RESIDENCY, TERMS OF OFFICE AND THE MONTH OF EXPIRATION FOR EACH BOARD, RECRUITMENT, ATTENDANCE AND ABSENTEEISM, AND THE APPOINTMENT PROCESS FOR CITY BOARDS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section 1. Resolution No. 87-14 is hereby repealed in its entirety.

Section 2. Resolution No. 88-58 is hereby repealed in its entirety.

Section 3. The City hereby adopts the following policy with regard to City Boards:

RESIDENCY

Residency shall be defined as individuals physically domiciled within the corporate boundaries of the City of DeLand.

Where non-city residents are included on a board, these individuals must be physically domiciled within the Greater DeLand area as defined by Chapter 73-441, Special Acts of Florida, or own property within the corporate limits of the City of DeLand. Only the Code Appeals Board, Economic Development Committee and Housing Authority Board will include non-city residents. In any case, city residents shall make up a majority of the membership on all City boards.

Each member of the Code Enforcement Board, the Board of Adjustment and the Planning Board shall reside within the corporate limits of the City.

The Library Board shall consist of nine members; five appointed by the County and four appointed by the City. After initial appointments expire, only city residents shall be eligible to serve as City appointees on the Library Board.

TERMS OF OFFICE

The Commission will attempt to give all interested citizens an opportunity to serve on a city board or committee when terms expire. Therefore, an individual may serve only two consecutive full terms on the board to which he is appointed. Once a member has completed his second consecutive full term, he will not be eligible for reappointment to that board unless there are no other qualified applicants as defined in the Code of Ordinances. An individual must wait a minimum of one year before reapplying for membership on that board or any other board.

At the expiration of the term assigned to any seat, the appointee in that seat shall continue to serve until the appointment of his or her successor; however, this shall not affect the expiration date of the successor's term. The expiration date of the successor's term shall be determined by measuring the term of office for that seat from the usual expiration date of the predecessor's term for that seat.

When a position becomes vacant before the end of the term, the City Commission shall appoint a substitute member to fill the vacancy for the duration of the vacated term. Any person appointed to fill an unexpired term will be eligible for re-appointment for two consecutive full terms in addition to the remainder of the unexpired term.

The day and month of expiration for each board shall be as follows:

Code Appeals Board	October 1
Board of Adjustment	October 1
Planning Board	November 1
DeLand Housing Authority Board	November 1
Code Enforcement Board	December 1
Economic Development Committee	December 1

RECRUITMENT

The City Clerk shall:

1. Encourage applications from all interested citizens for appointment to city boards and

committees. Vacancies shall be made known to the public in a manner deemed appropriate by the City Clerk;

2. Respond to inquiries regarding applications by sending information kits to the people making those inquiries;

3. Initiate a training or orientation program for new and/or existing appointees to city boards and committees in order that they might be better acquainted with their duties and with changes in applicable laws, ordinances, rules and regulations; and

4. Conduct an annual appreciation day for the purposes of recognizing the citizens who are leaving service on a board or committee.

ATTENDANCE AND ABSENTEEISM

Any excessive absences shall be reported by the board secretary to the City Clerk who shall report such situation to the Commission. An individual who misses three consecutive, regularly scheduled meetings of a board without good cause shall be deemed to have resigned from that board and is not eligible for reappointment to that or any other board for at least one year. In that event, the City Clerk shall notify the individual that his position will be declared vacant by the Commission at the next regularly scheduled Commission meeting unless the individual demonstrates good cause for having been absent. In addition, the Commission may terminate the appointment of any board member for cause including, but not limited to, excessive absences and conflicts of interest, upon giving notice and an opportunity to be heard. The Commission shall take any and all actions it deems appropriate in its sole discretion.

APPOINTMENT PROCESS

The City Clerk's office shall submit the applications of all eligible candidates for city boards or committees to the City Commission for their review and appointment. The Commission may review applications, interview candidates and appoint members as it deems appropriate.

An individual may serve on only one board at a time. However, the Commission may, from time to time, create ad hoc committees whose membership may include representatives of codified boards in addition to other citizens appointed by the Commission. The Commission may determine residency requirements for each ad hoc committee so created.

Section 4. The City Clerk shall provide copies of this Resolution to the chairman and staff liaison for each board or committee for presentation to that board or committee.

Section 5. 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 validity of the remaining portions of this Resolution.

Section 6. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED this 19th day of November, 1990.

Wiley M. Nash
Mayor - Commissioner

ATTEST:

Viola H. Ballentine
City Clerk - Auditor

RESOLUTION NO. 68-17

WHEREAS, it has come to the attention of the City Commission of the City of DeLand, Florida, that there are a great number of persons living within the City who are living in sub-standard housing and cannot afford to purchase homes or to improve the homes which are now sub-standard to anything better or suitable in which to live, and

WHEREAS, the City Commission feels that it will benefit the City to create more standard dwelling units in the City of DeLand for habitation by people now living in sub-standard housing units, and

WHEREAS, the City Commission feels that the need for the low rent housing can be met by a low rent public housing project which could be constructed by the City of DeLand, and

WHEREAS, the City Commission of the City of DeLand feels that a public housing authority should be created for the purpose of the erection of such low rent public housing project,

NOW, BE IT RESOLVED that the City of DeLand by its City Commission meeting in regular session on this the 17th day of June, 1968, do hereby declare their intent to create in the City of DeLand, Florida, a public housing project for the purpose of aiding in the elimination of sub-standard housing within the City of DeLand, Florida and that it is the intention of the City Commission of the City of DeLand to accomplish this purpose as soon as practicable.

PASSED and ADOPTED by the City Commission of the City of DeLand, Florida, this 17th day of June, A. D. 1968.

City Auditor and Clerk

APPROVED this 17th day of June, 1968.

Mayor -Commissioner at Large

MINUTES OF REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF DELAND, FLORIDA, HELD AT THE CITY HALL IN SAID CITY ON THE 7th DAY OF OCTOBER, 1968, AT 7 O'CLOCK, P.M.

On the 7th day of October, 1968, the City Commission of the City of DeLand, Florida, met in the Commission Chambers, City Hall, in said City in regular session. The meeting was called to order at 7:00 o'clock P.M. by Mayor Sidney E. Smith and on the roll call the following members of the City Commission were found to be present: Messers. Harry E. Apgar, Walter Glatzau, Frank A. Ford, J. H. Eidson, Mayor Sidney E. Smith. Absent: None.

The following resolution was introduced by Mr. Glatzau who moved its adoption.

RESOLUTION NO. 68-33

A RESOLUTION DECLARING THE NEED FOR A HOUSING AUTHORITY IN THE CITY OF DELAND, FLORIDA.

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

THAT the City Commission of the City of DeLand, Florida, hereby determines, finds and declares in pursuance of the "Housing Authorities Law" of the State of Florida, that:

1. Insanitary and unsafe inhabited dwelling accommodations exist in the City of DeLand, Florida; and

2. There is a shortage of safe and sanitary dwelling accommodations in the City of DeLand, Florida, available to families of low income at rentals they can afford; and

3. There is need for a housing authority in the City of DeLand, Florida.

BE IT FURTHER RESOLVED that the Mayor of the City of DeLand be promptly notified of the adoption of this resolution.

BE IT FURTHER RESOLVED that this resolution shall be effective immediately.

The motion to adopt said resolution was seconded by Mr. Ford and upon roll call the following voted Aye: Messrs. Apgar, Glatzau, Ford, Eidson and Smith. Nay: None.

Thereupon the Mayor declared said resolution duly adopted and passed.

The Mayor of the City of DeLand being present at the meeting was thereupon notified of the adoption of the said resolution.

After being notified of the adoption of the Resolution declaring the need for a Housing Authority in the City of DeLand, Florida, the Mayor appointed the five persons hereinafter named to serve as Commissioners of the DeLand Housing Authority and designated Edward C. Furlong as the first Chairman.

Edward C. Furlong	4 years
Matthew Fair	4 years
Allan D. Neckers	3 years
William E. Sherman	2 years
Charles P. Goodley	1 year

After considering the appointment of the Commissioners and the designation of the first Chairman, the following Resolution was introduced by Mr. Sanborn and read in full.

RESOLUTION NO. 68-29

A RESOLUTION APPROVING THE APPOINTMENT OF COMMISSIONERS OF THE DELAND HOUSING AUTHORITY AND DESIGNATION OF THE FIRST CHAIRMAN

WHEREAS, the Honorable Sidney E. Smith, Mayor of the City of DeLand, Florida has appointed Edward C. Furlong, Matthew Fair, Allan D. Neckers, William E. Sherman and Charles P. Goodley as Commissioners of the DeLand Housing Authority and has designated Edward C. Furlong as first Chairman.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of DeLand, Florida, that the appointment of Edward C. Furlong, Matthew Fair, Allan D. Neckers, William E. Sherman and Charles P. Goodley as Commissioners of the DeLand Housing Authority and the designation of the first Chairman are hereby confirmed and approved.

Mr. Glatzau moved that the Resolution be finally adopted as introduced and read. Mr. Apgar seconded the motion and a vote being taken thereon the "Ayes" and "Nays" were as follows:

Ayes: Harry E. Apgar, Walter Glatzau, Frank A. Ford, J. H. Eidson, Sidney E. Smith.

Nays: None

The Mayor of the City of DeLand declared the Resolution passed as Resolution No.

There being no further business to come before the City Commission of the City of DeLand, the meeting was, upon motion, adjourned.

CERTIFICATE OF RECORDING OFFICER

I, Janet W. Brock, Clerk of the City of DeLand, Florida, hereby certify that I have compared the annexed extract of the minutes of a regular meeting of the City Commission of said City, held on October 7, 1968, containing resolutions entitled "A Resolution Declaring the Need for a Housing Authority in the City of DeLand, Florida", and also "A Resolution Approving the Appointment of Commissioners of the DeLand Housing Authority and Designation of the First Chairman", with the original thereof recorded in the official minute book and that it is a correct transcript therefrom and of the whole of said original; that the foregoing extract of the minutes of the meeting at which said resolutions were adopted is a true and complete transcript of such minutes and that the foregoing resolutions are a true, complete and accurate copy of the resolutions adopted at said meeting.

IN WITNESS WHERE OF, I have hereunto set my hand and the seal of the City of DeLand, this 7th day of October, 1968.

(SEAL)

Janet W. Brock
Clerk

CERTIFICATE OF APPOINTMENT OF COMMISSIONERS
OF THE DELAND HOUSING AUTHORITY
AND DESIGNATION OF THE FIRST CHAIRMAN.

WHEREAS, the Mayor and City Commission of the City of DeLand, Florida, held a duly authorized regular meeting on the 7th day of October, 1968, at which meeting, by virtue of my office as Mayor, I presided; and

WHEREAS, at said meeting there was duly adopted a resolution declaring a need for a housing authority in the City of DeLand, Florida.

NOW THEREFORE, pursuant to the provisions of Section 421.05 of the "Housing Authorities Law" of the State of Florida, and by virtue of my office as Mayor I hereby appoint the five (5) persons hereinafter named to serve as Commissioners of the DeLand Housing Authority and to serve for the number of years appearing after their names respectively from the 7th day of October, 1968.

Edward C. Furlong	4 years
Matthew Fair	4 years
Allan D. Neckers	3 years
William E. Sherman	2 years
Charles P. Goodley	1 year

I hereby designate Edward C. Furlong as the first Chairman of the DeLand Housing Authority.

IN WITNESS WHEREOF, I have hereunto signed my name as Mayor of the City of DeLand, Florida, and caused the official corporate seal of said City of DeLand to be attached hereto this 7th day of October, 1968.

Mayor

ATTEST:

City Clerk

CERTIFICATE OF MAYOR

I, SIDNEY E. SMITH, Mayor of the City of DeLand, Florida, hereby certify that the foregoing certificate was duly filed in the office of the Clerk of the City of DeLand, Florida, on the 7th day of October, 1968.

Sidney E. Smith
Mayor

Date Oct 7, 1968

CERTIFICATE OF CLERK

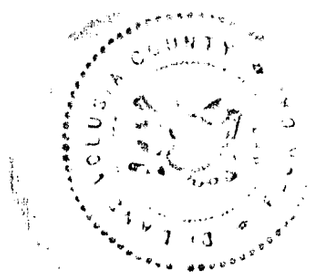
RE FILING OF CERTIFICATE OF APPOINTMENT

I HEREBY CERTIFY that on the 7th day of October, 1968, a Certificate of Appointment of five Commissioners of the DeLand Housing Authority was filed with the undersigned, said Certificate being dated October 7, 1968, and signed by the Mayor of the City of DeLand, Florida, and that the foregoing is a true, correct and compared copy of the original Certificate of Appointment which is now on file in the office of the City Clerk of the City of DeLand, Florida.

I further certify that none of the Commissioners referred to in the Certificate of Appointment of the Commissioners of the DeLand Housing Authority is an officer or employee of said City.

WITNESS my hand and the official seal of the City of DeLand, Florida.

Clerk



SMITH AND GILLESPIE ENGINEERS, INC.
POST OFFICE BOX 1048
JACKSONVILLE, FLORIDA 32201

October 18, 1968

Mr. Wayne G. Sanborn
City Manager
City Hall
DeLand, Florida 32721

Subject: Water and Sewer Improvements
HUD Project No. WS-Fla-31
S&G Project No. 6604-10-01 - Part I
DeLand, Florida

Dear Wayne:

In accordance with the discussions in our conference on October 11, 1968, we have revised our Change Order work on the gravity sewer extensions under Myrick's contract to include the gravity sewer lines on Hill Avenue between New York and Rich Avenues, and Rich Avenue between Colorado and Hill Avenues.

Before this addition the estimated overrun on the Bond monies was approximately $12,650. Therefore, with these additional lines added the total overrun would be approximately $19,870. As agreed the overrun costs would be taken out of the Water and Sewer System Fund, if necessary.

Sincerely,

James C. Williamson
SMITH AND GILLESPIE ENGINEERS, INC.

JCW:ihh

Date: October 21, 2025

Ms. Julie Hennessy, MMC
DeLand City Clerk
120 S Florida Ave
DeLand FL 32720
Email: Hennessy@deland.org

RE: Reappointment to DeLand Housing Authority Board of Directors

Dear Ms. Hennessy,

My term on the DeLand Housing Authority Board ends on November 1, 2025, and I would like to respectfully request to be reappointed.

Thank you for your kind consideration of my request.

Best Regards,

Michael Newberry,
1508 Ginger Snap Terrace
DeLand FL 32720
Mike Newberry <mike@mynewberry.com>

deland resident

DELAND
FLORIDA

City of DeLand, Florida

DeLand Housing Authority Committee

The following summarizes **Request # 06891596**.

Personal Information

First name: Jasia

Middle name: L

Last name: Brown

Email address: brownjasia2@hmail.com

Primary phone number: (386) 516-2693

Secondary phone number:

Address: 208 W Division St, DeLand, FL 32720, USA

Apartment number:

Employment History

Employment History
Employer:: Fedex
Position·· Package handler
Employment date:: 03/03/2026

Education

Education
Degree(s).. Diplomap
School or college:. Richard milburn academy
Graduation date:: 05/2023

Application

Are you a City of DeLand resident? Yes

How long have you lived in the DeLand area? 21years

Do You Own Property in DeLand? No

Do you work within the City limits? Yes

Have you ever served on a City Board? No

When and which Board?

Are you currently serving on any advisory board for any other governmental agency? No

Please list:

Please describe your community involvement: N/a

Please describe your interest/activities: N/a

Why do you desire to serve on this Board or Committee? N/a

Submitted On: 03/17/2026

City of DeLand, Florida

DeLand Housing Authority Committee

The following summarizes **Request # 06872663**.

Personal Information

First name: Mourice

Middle name:

Last name: Hylton

Email address: modotmoney@gmail.com

Primary phone number: (954) 854-9351

Secondary phone number:

Address: 244 W Fiesta Key Loop, DeLand, FL 32720, USA

Apartment number:

Employment History

Employment History
Employer:: Stay at Home Parent
Position:: Full time Dad and Husband
Employment date:: 03/04/2026

Education

Education
Degree(s):: EMT
School or college:: Emergency Education Institute International
Graduation date:: 05/2013

Application

Are you a City of DeLand resident? Yes

How long have you lived in the DeLand area? 5 years

Do You Own Property in DeLand? Yes

Do you work within the City limits? No

Have you ever served on a City Board? No

When and which Board?

Are you currently serving on any advisory board for any other governmental agency? No

Please list:

Please describe your community involvement: Currently none in this area. Moved from a city in South Florida where I was extremely involved and now that DeLand is home, hoping to do the same here. Trying to find where I fit but previously worked closely with youth development and law enforcement community relations.

Please describe your interest/activities: I love anything outdoors and family oriented. We try to keep active as a family. I love playing chess, reading, and exploring all the parks of Central Florida.

Why do you desire to serve on this Board or Committee? Trying to find exactly where I fit in this community but I do bring a strong history of advising in South Florida in various areas from law enforcement advisory to community redevelopment. Housing peaks my interest because I do understand the need for homes and families while understanding the impact that poor strategic measures can have on a community. I haven't been here long, but I don't intend on leaving anytime soon. So while I am here I would love to leave a lasting impression that can stand the test of time and maintain the integrity of the charm of DeLand.

Submitted On: 03/04/2026

City of DeLand, Florida

DeLand Housing Authority Committee

The following summarizes **Request # 06888386**.

Personal Information

First name: Jeremy

Middle name:

Last name: Locy

Email address: jblocy@gmail.com

Primary phone number: (386) 717-1661

Secondary phone number: (386) 226-7606

Address: 600 N Stone St, DeLand, FL 32720, USA

Apartment number:

Employment History

Employment History
Employer:: Embry-Riddle Aeronautical University
Position:: Environmental Health & Safety Manager
Employment date:: 10/31/2025
Employer:: Embry-Riddle Aeronautical University
Position:: Senior Environmental Health Safety & Risk Specialist
Employment date:: 02/18/2025
Employer:: Sparton Corporation
Position:: Interim Environmental Health & Safety Manager
Employment date:: 06/03/2024
Employer:: Sparton Corporation
Position:: Environmental Health & Safety Specialist
Employment date:: 05/02/2022
Employer:: Sparton Corporation
Position:: Production Lead
Employment date:: 10/04/2021

Education

Education
Degree(s):: Masters of Science in Occupational Safety Management
School or college:: Embry-Riddle Aeronautical University
Graduation date:: 08/2025
Degree(s):: Bachelors of Applied Science Supervision And Management
School or college:: Daytona State College
Graduation date:: 08/2017

Application

Are you a City of DeLand resident? Yes

How long have you lived in the DeLand area? February 2018

Do You Own Property in DeLand? Yes

Do you work within the City limits? No

Have you ever served on a City Board? No

When and which Board?

Are you currently serving on any advisory board for any other governmental agency? No

Please list:

Please describe your community involvement: My community involvement has been limited to this point; however, I am actively looking to change that as a resident of both Volusia County and the City of DeLand. As I have progressed in my career and personal life, I have developed a stronger desire to become involved in my community and contribute in a meaningful way to efforts that support and improve the lives of others.

Professionally, I work in environmental health and safety, where my responsibilities focus on protecting people, property, and the environment through risk management, regulatory compliance, and the development of programs that promote safe and sustainable operations. This work has shaped my professional values and reinforced a strong commitment to public service and the well-being of others.

I believe that my background and experience can be applied beyond my professional role to benefit the broader community. Serving on the housing authority committee would provide an opportunity to contribute my knowledge and perspective to decisions that affect housing conditions, resident safety, and the overall quality of life within the community.

My goal in becoming more involved locally is to support initiatives that strengthen the community, promote responsible stewardship of public resources, and help ensure that residents have access to safe and well-managed housing. I see this opportunity as a meaningful way to begin contributing my time and expertise in service to the people of DeLand.

Please describe your interest/activities: My activities are largely centered on my professional commitment to safety, environmental stewardship, and the protection of people, property, and the environment. I work in environmental health and safety, and that commitment carries beyond my professional responsibilities. I try to apply the same principles of prevention, accountability, and continuous improvement outside of work whenever possible.

Much of my current involvement is with student organizations through my role at Embry-Riddle Aeronautical University. In that capacity, I work with student groups on safety awareness, risk management, and responsible event planning. Supporting these organizations allows me to contribute to student leadership development while helping ensure that activities and events are conducted safely and responsibly.

Outside of work and university engagement, many of my personal activities focus on learning and practical problem solving. I enjoy reading, particularly fantasy literature, and I spend time learning about automotive systems and mechanical topics. I enjoy working with my hands and have a strong interest in understanding how mechanical systems function, especially in relation to vehicles and other technical equipment.

A significant portion of my time is also dedicated to professional development and continuous improvement. I regularly focus on expanding my knowledge, refining skills, and identifying opportunities to improve systems and processes. My approach to both work and personal activities tends to be centered on learning, practical application, and contributing to environments that are safer, more effective, and more resilient.

Why do you desire to serve on this Board or Committee? I desire to serve on this committee because I want to become more engaged in my community and contribute in a meaningful way. As a resident of DeLand, I have reached a point personally where I am ready to take a more active role in supporting and serving the community that I live in. This committee provides a clear and practical opportunity to do that.

My professional background in environmental health and safety focuses on protecting people, property, and the environment through risk management, regulatory compliance, and long-term planning. I have extensive experience assessing hazards, ensuring safe conditions, and implementing systems that protect both individuals and property. These skills directly translate to the work of the housing authority committee, which requires oversight of housing safety, property management, and programs that affect the well-being of residents.

Serving on this committee would allow me to apply my expertise in safety, compliance, and risk

management to help ensure housing conditions are safe, well-maintained, and managed responsibly. I see this as an opportunity to make a tangible difference in the community, supporting initiatives that improve the quality of life for residents while contributing practical knowledge and experience to the committee’s work.

Submitted On: 03/15/2026

JEREMY LOCY

CONTACT

DeLand, FL 32720

3867171661

locyj@erau.edu

ACCOMPLISHMENTS

- Aided in the reduction of average annual workers compensation claims by 600K.
- Through implementation of alternative work process reduced days away from work compared to workers Compensation Carrier expectation averages by 89%
- Worked with a team of functional managers to reduce TRIR from 5+ to below 1.
- Achieved Risk Reduction via implementation of engineering controls in manufacturing processes with cost savings of approximately $150K Annually.
- Refreshed 20+ AEDs and secured a five to eight year amortization plan to stabilize budgets and ensure compliance.
- Co-developed internal forklift training projected to save about $10,000 annually and expanded delivery across multiple departments; Prescott rollout planned.
- Released Embry-Riddle's first Faculty Safety Guide and authored the university's first 3D printer safety guidance.
- Supported implementation of the Respiratory Protection Program policy, the first life-critical policy at ERAU.
- Launched Eagle Safety Stops and monthly ERNIE safety topics to standardize awareness across departments.

Seasoned EHS and Risk professional who moved from manufacturing to higher education and integrated quickly by building strong cross-department relationships. At Embry-Riddle, I helped release the first Faculty Safety Guide, supported the new Respiratory Protection Program policy, authored the university's 3D printer safety guidance, and launched the Eagle Safety Stop series and monthly safety topics on ERNIE. I deliver trainings across HazCom, Chemical Management, RCRA, forklift operation, mobile stair evacuation, and new-hire safety, and I am bringing OSHA 10 and 30 instruction online by mid-November. I refreshed 20+ AEDs and secured a five to eight year amortization plan, co-developed internal forklift training that is projected to save about $10,000 annually, and oversee risk for 100+ events. TRIR reporting goes live by early November. CSP; ARM in progress; M.S. in Occupational Safety Management completed in August 2025.

WORK HISTORY

February 2025 - Current

Sr. Environmental Health Safety & Risk Specialist ***Embry-riddle Aeronautical University***, Daytona Beach, FL

- Transitioned from manufacturing to higher education, adapting to a different regulatory environment and culture; built cross-department partnerships quickly to accelerate delivery of critical EHS initiatives.
- Spearheaded release of the first-ever Faculty Safety Guide, establishing a living master reference for lab and academic safety on a defined update cadence.
- Supported leadership in implementing the Respiratory Protection Program policy, the first life-critical policy at ERAU, creating a foundation for subsequent high-priority programs.
- Developed, implemented, and launched the university's first 3D printer safety guidance; published as the campus standard for additive manufacturing.
- Launched and manage monthly safety topics on ERNIE to drive awareness and consistency across academic and operational units.
- Created the Eagle Safety Stop one-page series to provide quick, practical guidance on hazards, risks, and safe work practices; established a sustainable release pipeline.
- Delivered EHS trainings across multiple departments independently and in collaboration with leadership and peers, including HazCom, Chemical Management, RCRA, Forklift Operation, Mobile Stair Evacuation, and New Employee Safety Orientation for Instructor Pilots.
- In development and slated for release by year-end: Passenger Van Training Update, Fall Protection Awareness, and SPCC Spill Response.
- External partnership: Initiated and delivered training for the Museum of Arts & Sciences at the request of ERAU SVP & COO; completed forklift training for MOAS and established a pipeline to deliver future offerings.
- Building internal capability to deliver OSHA 10- and 30-hour trainings to MOAS and ERAU, supporting Boeing Building needs; instructor

SKILLS

- Risk Assessment and Data Analysis
- Incident/Accident Investigation and Reporting
- Claim reviews
- Emergency Preparedness and Response Planning
- Training and Development
- Management of Change
- Policy and Procedure Development
- Environmental Compliance Management
- Safety Management Systems
- Auditing and Compliance Monitoring
- Risk-Based Problem Solving
- Project Management
- Operational risk management
- Compliance monitoring
- Audit support
- Risk analysis

CERTIFICATIONS

- Certified Safety Professional (CSP), BCSP, 2024
- Powered Industrial Truck Certified Instructional Trainer, Crane Institute of America, 2023
- Fall Protection Competent Persons, 3M, 2023
- Lean Six Sigma Yellow Belt, Sparton corporation, 2023
- First Aid/AED, Red Cross, 2024
- ICS 100, 200, 700, & 800, FEMA, 2024
- OSHA 511: OSH standards for General Industry, 2025
- RCRA (HazWaste), RegComp Associates Inc., 2024
- DOT Shipper, RegComp Associates Inc., 2024
- IATA/IMDG Shipper, RegComp Associates Inc., 2024
- OSHA 501: Trainer Course in OSH standards for General Industry, exp. 11/2025
- Associate Risk Manager (ARM), The Institutes, exp. 6/2026

authorization targeted for mid-November.
- Provided risk oversight for 100+ student and departmental events, aligning activities with APPM requirements, insurance terms, and baseline controls.
- Coordinated dozens of certificates of insurance and supported annual and special policy renewals, strengthening liability protection and vendor compliance.
- Contributed to completion of the FY26 RMPC credit through United Educators in approximately 30–45 days, reducing the university's insurance premium by 6%.
- Stepped into in-flight projects and met deadlines, including the hazardous materials storage initiative that originated from an internal audit; delivered timely support and progress continuity.
- Refreshed 20+ AED units that were out of service or no longer supported; designed and secured approval for a five- to eight-year AED amortization and replacement schedule to smooth budgets and eliminate unplanned spend.
- Managed workers' compensation case flow and reporting; met all regulatory deadlines and initiated the university's first standardized injury KPI program centered on TRIR, targeted to be available for use by early November.
- Helped onboard two student employees and one full-time employee, guiding initial trainings and requisite steps for a successful start despite no formal supervisory authority.
- Co-developed and launched ERAU's internal forklift training program; delivered across multiple departments including Facilities at Daytona Beach, with Prescott rollout planned for November. The program is projected to yield approximately $10,000 in annual cost savings by reducing reliance on external vendors.

June 2024 - February 2025
Interim EHS Manager ***Sparton Corporation***, De Leon Springs, FL
- Coordinated audits of company facilities to ensure adherence to established regulations while identifying areas for improvement within EHS processes.
- Enhanced employee safety awareness by conducting regular training sessions and workshops.
- Secured necessary permits for company operations by accurately preparing applications detailing compliance with applicable regulations.
- Promoted culture of safety throughout the organization by consistently emphasizing its importance during meetings, trainings, and daily operations.
- Improved EHS performance by developing and implementing comprehensive safety programs and policies.
- Conducted thorough incident investigations to determine root causes and implement corrective actions, preventing recurrence of similar events.
- Managed hazardous waste disposal programs, ensuring proper handling and minimizing environmental impact.
- Conducted thorough analysis of historical data, helping identify patterns and trends in potential risks.
- Conducted regular audits of existing policies and procedures, ensuring their continued effectiveness in addressing organizational goals related to mitigating risks.
- Collaborated with cross-functional teams to establish effective risk management practices across all business units.

VOLUNTEER WORK

- Officer for Deland Elks Club #1463 for 3 years focusing on raising money for child STEM programs, providing funding for specialized care for Children on the Autism Spectrum, raising money for veteran assistance programs.

REFERENCES

- Matt Harrington, Environmental consultant, Mounce & Associates Inc., (972) 754-5523
- Patricia LaPointe, CEO, Regulatory Compliance Associates Inc., (904) 669-7732
- Brian Binkley, Industrial Sports Medicine Professional, Briotix, (910) 358-1336
- Bobbi Hill, Risk & Insurance coordinator, Embry-Riddle Aeronautical University, (225) 456-6061

2024 OPERATIONS EXCELLENCE AWARD FROM VOLUSIA MANUFACTURERS ASSOCIATION

- Implemented a Company Wide Engineering control System which reduced Ergonomic risk by 80%, Increased Assembly Storage by 60%, Decreased required storage foot print by 40%, and Decreased product touches by 50%.

- Conducted thorough investigations into each claim, gathering relevant data and documentation to support decision-making processes.
- Conducted Quarterly Claims Reviews to monitor case progress, ensure accurate tracking, and achieve fair and satisfactory outcomes for employees.

May 2022 - June 2024
EHS Specialist ***Sparton Corporation***, De Leon Springs, FL
- Improved company safety record by conducting thorough hazard assessments and implementing effective control measures.
- Achieved cost savings through identification and elimination of unnecessary hazardous materials usage within the facility.
- Managed hazardous materials storage areas, ensuring proper handling procedures were followed to mitigate potential risks.
- Enhanced employee awareness of EHS issues by providing regular training sessions on safety, health, and environmental topics.
- Reduced workplace accidents with implementation of a behavior-based safety program focused on accident prevention.
- Developed customized EHS training programs tailored to address specific departmental needs, resulting in improved overall safety performance.
- Established positive relationships with local regulators, facilitating open communication channels for ongoing compliance efforts.
- Cultivated a proactive approach to incident investigations, identifying root causes to prevent future occurrences effectively.

October 2021 - May 2022
Production Lead ***Sparton Corporation***, De Leon Springs, FL
- Trained new hires on production procedures, ensuring a quick ramp-up time and consistent performance levels across the team.
- Managed a team of production workers, ensuring timely completion of tasks and adherence to safety protocols.
- Maintained safe work areas by keeping pathways and stations free of hazards and excess waste or materials.
- Improved production efficiency by streamlining processes and implementing effective scheduling techniques.

February 2021 - October 2021
Operations Trainer ***Sparton Corporation***, De Leon Springs, FL
- Streamlined onboarding processes for new hires, resulting in reduced time to productivity for each employee.
- Facilitated workshops focused on problem-solving techniques, empowering employees with vital skills necessary for operational excellence.
- Cultivated a culture of continuous learning among team members by regularly sharing industry trends and insights relevant to their roles.
- Coached employees on effective communication techniques, leading to improved collaboration between departments.

June 2020 - February 2021
Machine Operator ***Sparton Corporation***, De Leon Springs, FL
- Followed detailed instructions to operate machines with accuracy and produce quality products.
- Set up and adjusted equipment and properly configured machines for daily operation.
- Complied with company and OSHA safety rules and regulations.

- Trained new employees on proper machine operation, ensuring adherence to company standards and safety guidelines.

January 2019 - June 2020
Energy Consultant ***Energy Solutions Direct***, Pinellas Park, FL
- Reduced overall energy consumption through the implementation of tailored energy-saving solutions.
- Assisted clients in navigating the complex process of applying for and securing government incentives, tax credits, and rebates to offset the cost of energy efficiency improvements.
- Leveraged sales CRM software platform to track and notate sales interactions and follow up activities.
- Negotiated favorable contracts with utility providers, securing cost savings for clients.
- Created customized sustainability reports for clients, highlighting their progress towards established goals and benchmarks.

January 2018 - January 2019
Benefits Advisor ***Real Time Health Quotes***, Daytona Beach, FL
- Enhanced sales skills through ongoing training initiatives, staying current on industry trends and best practices in personal lines insurance sales.
- Developed and implemented marketing strategies to drive health insurance sales.
- Mentored new hires by providing guidance and support during their onboarding process, helping them achieve success early in their careers as insurance sales advisors.
- Adhered to all regulations for insurance sales.
- Expedited insurance claims processing for clients by submitting complete and accurate documentation to insurance companies.
- Educated clients on insurance policies and procedures.

January 2017 - January 2018
Management Trainee ***Enterprise Rent-A-Car***, Daytona Beach, FL
- Improved management skills by participating in rigorous training programs and workshops.
- Assisted supervisors in setting clear goals, establishing priorities, and monitoring progress to ensure successful completion of tasks.
- Gained knowledge of company policies, protocols and processes.
- Acted with integrity, honesty, and knowledge to promote culture of company.
- Assisted clients with navigating complex insurance policies, ensuring they understood the extent of their coverage and benefits available to them during the claims process.
- Contributed to continuous improvement initiatives within the department by sharing insights gained from personal experience and ongoing professional development activities.

EDUCATION

August 2025
Master of Science Occupational Safety Managment
Embry-Riddle Aeronautical University, Daytona Beach, FL

August 2017
Bachelors of Applied Science Supervision And Management

Daytona State College, Daytona Beach, FL

City of DeLand, Florida
DeLand Housing Authority Committee

The following summarizes your transaction with City of DeLand, Florida for Request # 06663409

Are you a City of DeLand resident?:	Yes
How long have you lived in the DeLand area?:	Since 1997
Do You Own Property in DeLand?:	Yes
Do you work within the City limits?:	Yes
Have you ever served on a City Board?:	No
When and which Board?:	
Are you currently serving on any advisory board for any other governmental agency?:	No
Please list::	
Please describe your community involvement::	In 2021, I founded Foundations to Freedom. What began as a single 10-bed home has grown into Florida's only Level III FARR-certified nonprofit recovery organization, now operating 10 residences with 87 beds (nine located within DeLand city limits). Last year alone, we served 201 residents, graduated 65 individuals (all employed at the time of discharge) and facilitated 74 recovery meetings that supported 67,950 cumulative sober days, achieving an 87.5% long-term success rate. We launched a Family Reunification Program that helped 36 parents regain custody of their children, secured two county opioid-settlement grants, and contributed to a 45% reduction in overdose responses and a 57% decrease in overdose deaths across the county. Ten of our beds are reserved exclusively for domestic-violence survivors and their children, and we

	maintain free Narcan vending machines at high-risk locations throughout the city to prevent fatal opioid overdoses.
Please describe your interest/activities::	As a lifelong DeLand resident and a mother, my greatest passion is family - both my own and the extended family we've built in this community. I spend most of my free time with my family, whether we're traveling the world or simply enjoying our backyard. I'm a live-music fan. You may see me at the local music festival on Main Street or at a concert at Athens Theatre. These interests keep me deeply connected to what makes DeLand special, a safe and quirky place where families can put down their roots, raise children, and fully participate in everything our city has to offer. I'm eager to serve on the Housing Authority and help ensure every DeLand family has equal opportunity.
Why do you desire to serve on this Board or Committee?:	I am applying to serve on the DeLand Housing Authority because I have seen firsthand how safe, stable, and affordable housing changes and saves lives. Through Foundations to Freedom, I work every day with individuals and families who have lost everything. Many of our residents arrive straight from homelessness, domestic-violence shelters, treatment centers, or jail. Giving them a structured, supportive home is the single most important factor in whether they stay sober, regain custody of their children, keep a job, and rebuild their lives.
First name::	Katherine
Middle name::	
Last name::	Russell
Email address::	krussell@foundationtofreedom.org
Primary phone number::	(386) 444-5661
Secondary phone number::	
Address::	2390 Southern Pines Pl, DeLand, FL 32724
Apartment number::	
Employment History:	Employment History Employer:: Foundations to Freedom Position:: Executive Director Employment date:: 05/24/2021

Education:	Education Degree(s):: Bachelor of Science in Finance School or college:: University of Phoenix Graduation date:: 07/2005
A resume or separate sheet with additional information may be included::	Resume of Katherine Russell .pdf
Vetting result::	
Public - Message to applicant::	

Katherine Russell
E: katiejeanrussell@gmail.com· *P: (386) 444-5661*
Deland, Florida

Executive Director

QUALIFICATIONS SUMMARY

- Dedicated professional with 10+ years experience managing administrative, staffing, inventory and customer service initiatives
- Utilize leadership, communication, organizational, accounting and analytical skills driving successful outcomes
- Leverage technology and software such as QuickBooks, Microsoft Office, etc. optimizing efficiencies
- Collaborate with department team members developing and delivering client-centric solutions
- Recruit, train and manage teams providing knowledge, resources and support delivering measurable results
- Adhere to company and regulatory policies, procedures and compliance standards
- Collect and analyze timely, relevant and actionable data driving informed decision making
- Build and maintain strong internal relationships and partnership alliances
- Exceed performance objectives resulting in increased responsibilities and promotions

PROFESSIONAL EXPERIENCE

Foundations To Freedom, Inc., DeLand, Florida **2021-Current**

Executive Director / Founder

- Defined and executed the organization's philosophy, mission, vision, culture, and annual strategic goals, ensuring alignment with long-term organizational impact.
- Developed and implemented policies, procedures, and both short- and long-term strategic plans to strengthen operational efficiency and guide sustainable growth.
- Cultivated and secured business partnerships to enhance program reach, visibility, and long-term organizational sustainability.
- Oversaw all financial operations, including budgeting, asset management, and responsible stewardship of organizational resources.
- Directed all personnel functions, including recruitment, hiring, performance management, and oversight of employees and contracted staff.
- Built and maintained productive relationships with the Board of Directors and key external stakeholders to support governance, collaboration, and thought partnership.
- Served as the primary representative of the organization, fostering strong relationships with staff, clients, media, and community partners, and representing the organization at key events, industry functions, and public meetings.

The Grey Ghost/Gear Precision, LLC, Lakewood, WA **2017 – 2020**

Executive Assistant to CEO

- Served as key partner to CEO developing distribution product launch plan driving marketing and sales for four companies
- Assist with supporting operations including sales quotes, inventory, accounts payable and QuickBooks management
- Acquire distributor and dealer paperwork and P.O. entry
- Provide proactive service addressing client and vendor needs, resolving issues and establishing loyalty
- Work with sales and customer service conveying timely freight quote, order status and back-order information
- Ensure firearms compliance following OSHA and company safety policy and procedures

Advanced Cable Solutions, Casselberry, Florida **2015 - 2017**

Mapping Specialist

- Collaborated with FLDOT and project manager team on project completion, rollout and training on information packages.
- Worked with users locating, retrieving and formatting data via various communication channels for GIS project
- Mapped development, analysis and production determining fiber/cable routes and asset location per FLDOT
- Processed, organized, maintained and stored field data using OSP Insight, MapInfo, Google Earth and Microsoft Excel
- Exported MapInfo Tab files into Microsoft Excel listing assets, identifying data inaccuracies and correcting errors
- Organized and linked field reports and drawings to fiber/cable routes and assets for mile marker locations
- Submitted timely data packages, MapInfo workspaces, field reports, drawings and spreadsheets to FLDOT

CVS Pharmacy, Deltona, Florida **2010-2013**

Assistant Store Manager

- Assisted with managing merchandising, staffing, inventory, accounting and customer service operations
- Recruited, trained, supervised and developed shift supervisors and associates
- Handle employee scheduling, compensation, promotion and termination matters
- Provided proactive customer service addressing needs, resolving issues and building loyalty
- Handled daily, monthly and annual cash financials, reporting and reconciliation
- Ensure compliance with company and regulatory policies, procedures and standards
- Established and monitored sales performance metrics delivering measurable results
- Interacted with vendors verifying in stock merchandise and confirming shipments

Hertz Rental Car, Sanford, FL 2007 - 2008

Manager 1

- Managed customer initiatives providing rental information, securing business and maintaining agreement files
- Addressed and resolved customer issues
- Applied consultative approach advising customers on service options
- Drove new and incremental business through cold calling, meetings and webinars
- Developed and presented proposed recommendations to prospective clients

Walgreens, Deland, FL 2005 - 2007

Assistant Manager

- Managed 60+ employees overseeing merchandising, staffing, inventory, purchasing and customer service initiatives
- Hired, trained and develop staff members providing knowledge, resources and support
- Informed staff of new policy and procedure updates and general company developments
- Handled payroll, scheduling, inventory control and story layout tasks
- Oversaw pharmacy activities managing medical prescriptions, patient records and insurance billing
- Assisted customers addressing inquires, resolving complaints and providing superior service

Aqua Pure Solutions, Orange City, FL 2002 - 2005

Office Manager

- Served as key partner to CEO managing business operations including accounting, marketing and sales initiatives.
- Managed administrative office duties including purchasing, accounting, inventory, staffing and customer service operations
- Managed 32+ employees including sales representatives, installation technicians and customer service reps
- Handled compensation, bonus and benefits payroll processing
- Purchasing and Inventory Control
- Utilized QuickBooks software reconciling accounts payables and receivables

EDUCATION

University of Phoenix | Bachelors of Science Business and Accounting 2007
Maitland, FL

Florida Technical College| Associate of Science in Business and Management Technology 2005
Deland, FL

Katherine Russell
E: katiejeanrussell@gmail.com· *P: (386) 444-5661*
Deland, Florida

Executive Director

City of DeLand, Florida

DeLand Housing Authority Committee

The following summarizes **Request # 06871173**.

Personal Information

First name: Logan

Middle name: J.

Last name: Wakefield

Email address: loganwakefield.portfolio@gmail.com

Primary phone number: (386) 343-3506

Secondary phone number:

Address: 1346 Hyssop Wy, DeLand, FL 32724, USA

Apartment number:

Employment History

Employment History
Employer:: Bank of New York
Position:: Customer Service Representative
Employment date:: 04/17/2025

Education

Education
Degree(s):: Associates in Arts
School or college:: Valencia College
Graduation date:: 07/2026

Application

Are you a City of DeLand resident? Yes

How long have you lived in the DeLand area? 6 Months

Do You Own Property in DeLand? No

Do you work within the City limits? Yes

Have you ever served on a City Board? No

When and which Board?

Are you currently serving on any advisory board for any other governmental agency? No

Please list:

Please describe your community involvement: While I have not yet volunteered in Volusia, I am deeply interested in supporting affordable housing and community development initiatives. My experience managing projects, promoting events, and coordinating with diverse groups equips me to contribute to housing programs that strengthen DeLand's neighborhoods and quality of life

Please describe your interest/activities: I am interested in affordable housing, neighborhood development, and initiatives that improve quality of life. Experienced in project coordination, community outreach, and supporting programs that bring people and resources together

Why do you desire to serve on this Board or Committee? I want to contribute to DeLand's affordable housing and community development efforts, helping ensure safe, accessible, and thriving neighborhoods while supporting programs that strengthen the local community.

Submitted On: 03/03/2026

Logan J. Wakefield
1346 Hyssop Way
DeLand, FL, 32724
loganwakefield.portfolio@gmail.com (386) 343-3506
03/03/2026

DeLand Housing Authority

Dear Members of the Selection Committee,

I am writing this to submit my formal application for the DeLand Housing Authority. As a young person, and someone who is married, I know first hand how difficult it can be to get affordable, quality housing in this city. I also know that the current housing will need a steady hand in order to meet the needs of a growing city as well. I look forward to being that steady hand, and look forward to achieving the goals of this board.

With my professional experience in project coordination, event promotion, and community engagement, I have developed strong organizational, communication, and problem-solving skills. I look forward to applying those skills to support initiatives that expand housing options, strengthen neighborhoods, and enhance quality of life for DeLand residents.

I am committed to contributing to thoughtful, practical solutions that ensure residents have access to affordable and sustainable housing, while fostering a stronger, more resilient community that respects those who live in more traditional single family homes. Serving on the DeLand Housing Authority would allow me to turn my personal experience into meaningful action for our city.

Thank you for considering my application. I look forward to the opportunity to contribute to the Housing Authority's mission.

Sincerely,
Logan J. Wakefield

CITY OF DELAND
Request for Commission Action
April 6, 2026

SUBJECT: Continuation of First Reading of Ordinance Changing the Zoning for ±1.90 Acres of Property, Located at 600 North Woodland Boulevard, from E-1 (Educational) to DeLand Atrium PD (Planned Development).

DEPARTMENT: Planning

PREPARED BY: Emily Kunkel, Senior Planner

ATTACHMENTS: Continuation Memo

APPROVED BY: Michael Pleus, City Manager, March 31, 2026

SUMMARY/HIGHLIGHT:

The subject property is ±1.90 acres in size, with an existing 26,444 sq. ft. building and associated parking on the property. The building was previously occupied by the Museum of Arts. When continued operation of the property became no longer sustainable, the Museum sold the subject property to the current owner (applicant). The applicant plans to operate the property as a vertical mixed-use space, retaining the flexibility to allow continued use for the arts, including Stetson University's current use of a portion of the property as a performing arts theater, and to allow other uses compatible with the community. The current zoning is E-1 (Educational), and the applicant is requesting to rezone to the Atrium DeLand PD (Planned Development) district. The subject property is located across from Stetson University, and the University currently uses the 225-seat performing arts theater. North of the property is developed commercial uses; south and east is Stetson University; and to the west is residential development.

It is requested that the first reading be continued from April 6, 2026, to April 20, 2026 to allow scheduling issues to be addressed.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principles.

SUSTAINABILITY:

Approval of the PD will permit the continuance of commercial uses that align with the city's development requirements and will enable the city to continue active pursuit of its vision and strategic plan.

FISCAL IMPACT:

None at this time.

RECOMMENDATION:

It is recommended that the City Commission continue the first reading from April 6, 2026, to April 20, 2026.

BACKGROUND/DISCUSSION:

N/A

Planning Department

Memorandum

TO: City Commission

DATE: April 6, 2026

FROM: Emily Kunkel, Senior Planner

SUBJECT: Request to Continue First Reading of Ordinance Changing the Zoning for ±1.90 Acres of Property, Located at 600 North Woodland Boulevard, from E-1 (Educational) to DeLand Atrium PD (Planned Development).

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This is a request for a continuance of the above-referenced application from the April 6, 2026, City Commission meeting to the April 20, 2026, City Commission meeting.

CITY OF DELAND
Request for Commission Action
April 6, 2026

SUBJECT: Continuation of First Reading of Ordinance Abandoning ± 0.89 Acres of Right-of-Way of Bennett Drive, along lots 25-31 of the DeLand Business and Industrial Park plat.

DEPARTMENT: Planning

PREPARED BY: Emily Kunkel, Senior Planner

ATTACHMENTS: Continuation Memo

APPROVED BY: Michael Pleus, City Manager, March 31, 2026

SUMMARY/HIGHLIGHT:

The applicant, S A Casey Construction, is seeking to vacate a portion of the Bennett Drive right-of-way, lying along lots 25-31 of the DeLand Business and Industrial Park plat. The vacation of the right-of-way will allow the road to be used as a private driveway for the Coastline Power Solutions business. The right-of-way being abandoned is 552.68' in length and 50' in width, totaling ±0.89 acres.

Staff has not received any comments from the mailed notice, and the following utility providers provided letters of no-objection:
AT&T
Charter Communications
City of DeLand Utilites
Duke Energy
FL Gas Transmission Co.

This is a request to continue the first reading from April 6, 2026, to May 4, 2026.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principles.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The abandonment of this section of Bennett Drive right-of-way to the Coastline Power Solution property will result in the additional property being added to the City's tax rolls. This expansion of taxable property is expected to generate additional revenue for the City, thereby increasing funds available to support municipal services.

RECOMMENDATION:

This is a request to continue the first reading from April 6, 2026, to May 4, 2026.

BACKGROUND/DISCUSSION:

This is a request for vacation of a 50' wide, 552.68' long section of the Bennett Drive right-of-way, located along lots 25-31 of the DeLand Business and Industrial Park plat. This request is being made with the intention of the road being utilized as a private driveway into the Coastline Power Solutions business. The Bennett Drive right-of-way section being requested to be vacated is currently an improved right-of-way and is encumbered by regional public utilities. Therefore, all utility providers, including the City of DeLand will have access to the easements.

Planning Department

Memorandum

TO: City Commission

DATE: April 6, 2026

FROM: Emily Kunkel, Senior Planner

SUBJECT: Request to Continue First Reading of Ordinance Abandoning ± 0.89 Acres of Right-of-Way of Bennett Drive, along lots 25-31 of the DeLand Business and Industrial Park plat.

==========

This is a request for a continuance of the above-referenced application from the April 6, 2026, City Commission meeting to the May 4, 2026, City Commission meeting.

CITY OF DELAND
Request for Commission Action
April 6, 2026

SUBJECT: First Reading of Ordinance Changing the Zoning for GlassHouse Square PD, on Approximately 0.868 Acre of Property, Located at 130 West New York Avenue from C-2A to Planned Development.

DEPARTMENT: Planning

PREPARED BY: Rick Werbiskis, Community Dev. Director

ATTACHMENTS: Ordinance, Exhibit A , Exhibit B-Proposed PD Agreement w Exhibits, Glasshouse Square Development Plan - Phase I - 1-11-2023, Glasshouse Square Development Plan - Phase II - 1-11-2023, Glasshouse Proposed Motions, Glasshouse Pedestrian Easement - DRAFT, Acquisition and Redevelopment Agreement signed 7-9-20, Z21-186 Staff Report Glass House Square 130 W. New York Ave. (July), CPH Parking Memo August 26 2021, Sec. 20 Noise - Code of Ordinances, Report - An Overview of Risks in Adjacent Demolition and Construction, Report - Protecting a Historic Structure during Adjacent Construction , Z21-186 Aerial Map, Z21-186 Zoning and Location Map

APPROVED BY: Michael Pleus, City Manager, March 31, 2026

SUMMARY/HIGHLIGHT:

The applicant, GlassHouse Square, LLC, submitted a rezoning application which was previously denied by the City Commission on first reading of the rezoning ordinance. The applicant appealed the Commission's decision and the court has entered an order which requires the City to consider the rezoning application anew. The City Commission is conducting a new first reading. The rezoning application is the exact same application that was voted on by the City Commission previously. The Court's order does not mandate any particular decision. It requires only the City Commission conduct a proper hearing and support its decision, of either approval or denial, on competent substantial evidence and reasons that are germane to the rezoning request.

The applicant, GlassHouse Square, LLC, has submitted an application to rezone the property located at 130 W. New York Avenue from C-2A, Downtown Commercial to GlassHouse Square PD. The site consists of a single structure, the former county jail, and associated parking. The proposed development calls for the existing but long vacant jail building to be demolished, and a phased redevelopment project built in its place. Phase 1 of the proposed development plan is for a two-story retail/commercial and office building with rooftop entertainment space along New York Avenue, 15 temporary off-street parking spaces along Georgia Avenue, a pedestrian walkway on the east side of the property running from Georgia Avenue to New York Avenue, and a gathering space between the building and temporary parking area. Phase 2 calls for a two-story mixed-use building, including 5 residential units, adjacent to Georgia Avenue where the temporary parking is located in Phase 1. The current plan does not have a definitive timeframe for the development of Phase 2 nor a plan for where the required permanent parking spaces would be developed.

The applicant had been made aware from the beginning of this process that they needed to identify sufficient parking for the project. The applicant's architect has calculated the parking required by city code to be 113 parking spaces (memo attached) and City staff agrees that the architect's calculation is correct. This proposed PD does not provide for the required on-site, code compliant amount of parking, nor does it identify a specific location for off-site parking. The applicant has made various proposals for parking the project which do not

provide for the required parking. When this PD was considered on first reading on September 26, 2022, the Commissioners stated that they wanted specifics on the number of spaces and where they would be provided for. That first reading was continued to allow the applicant to revise its proposal vis-à-vis the parking. The applicant's new proposal was heard at a continuation of the first reading on June 5, 2023, and was ultimately denied. The application that is before the City Commission is the same application that the Commission denied when it considered rezoning on June 5, 2023.

The proposed development agreement for this requested PD rezoning includes the following provisions:

1. A minimum of 50 parking spaces, 40 spaces for Phase 1 and 10 spaces for Phase 2, will be provided either on-site (maximum of 15), offsite to be located within 800' of the site, or through payment of a "parking mitigation fee" in the amount of $10,000 per waived parking space. Unlike ordinary proposals, the requested PD does not identify specific locations or number of spaces, other than the 15 on-site spaces that are in the location where the Phase 2 building would go.

2. A publicly accessible green square that may or may not include a water feature will be constructed in Phase 1.

3. A Pedestrian Walkway will be constructed in Phase 1 that will generally be open to the public between 8:00 a.m. and 12:00 a.m. A draft of the easement agreement that would regulate the Pedestrian Walkway is attached to this agenda item.

4. The project must comply with architectural standards that maintain consistency with the character of the historic downtown area. The Historic Preservation Board approved a conditional Certificate of Appropriateness related to the overall building design at their August 4, 2022 meeting. The Board required that the applicant submit additional information related to proposed building materials at a later date.

5. Allowed uses will be the same as C-2A with a few additions and restrictions.

6. Vibrations will have to be monitored and minimized during all construction activities (demolition of the existing jail building will be completed by the City; steps will be taken to prevent damage to adjacent structures during the demolition process).

With respect to the applicant's request to provide for a payment in lieu of parking, Section 33-91.03(k) provides for the creation of a special parking district by the City Commission where parking or transit facilities may be provided by the city, thus lessening the demand for on-site parking. For development proposed in these districts, the City Commission may allow the developer to pay a fee in lieu of providing some or all of the spaces required by this section. The amount of the fee would be determined by the City Commission and be equal to the land acquisition, construction and maintenance costs of the parking spaces that are deferred. Currently, no special parking districts have been established nor are any in the planning stages.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Strategic Focus Area: Institute Smart Growth Principles:
Strategies:
Redevelopment
Action Steps:
3. Promote downtown commercial redevelopment with MainStreet DeLand.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

After development, the subject property will be placed back on the tax roll.

RECOMMENDATION:

Staff recommends that the City Commission either approve on first reading or deny the requested rezoning with its associated Planned Development Agreement. In conducting its deliberations, staff recommends that the City Commission, along with all other matters the City Commission deems appropriate, consider the following factors: determine if it is in the city's best interest to create a special parking district to allow for the payment in lieu of parking; clarify what amenities will be provided in the publicly accessible green space, finalize the design of the on-site parking with respect to landscaping and, determine if the proposed Planned Development Agreement is in conformity to the Acquistion and Redevelopment Agreement. Based upon the analysis provided in the Background/Discussion section of this RCA, staff recommends denial of this application.

BACKGROUND/DISCUSSION:

The Planning Board reviewed this application at their July 20, 2022, meeting and recommended approval subject to the applicant addressing the following:

1. PD will not be effective until the property is transferred.

2. Reference that noise monitoring will utilize the commercial standard and not residential.

3. Construction specifications are required that will address monitoring and limitations causing vibrations need to be approved by the City Engineer and Chief Building Official and included in the PD agreement.

4. Parking to be provided within 800' and open to the public. The times available to the general public to be worked out to help provide additional parking for the downtown and in particular the Georgia Ave area. The Board desired more parking spaces than contained in the PD if possible, although this was not specifically referenced in the Board's motion. They also wanted the location of the parking identified in the PD rather than to wait until the site plan is submitted.

5. The walkway along the eastern boundary shall remain open to the public (except that it may be closed for special events as provided in agreement).

The City Commission has in the past expressed a willingness to allow for a reduction in the amount of required parking and allow the parking to be off-site, so long as the parking is reasonably nearby to the project, all of which can be accommodated through PD zoning. However, the applicant has been either unable or unwilling to identify where it would provide for a reasonable number of parking spaces, other than the small number of temporary spaces located where Phase 2 of the project is programmed.

ANALYSIS

Following are the relevant provisions of the City's Land Development Regulations as they relate to parking:

Section 33-91.01(b): Off-street parking facilities shall be provided for all development within the city pursuant to the requirements of this section. The facilities shall be maintained as long as the use exists that the facilities were designed to serve.

33-91.06. Design standards for off-street parking and loading areas.

(a) Location.

1. Except as provided herein, all required off-street parking spaces and the use they are intended to serve shall be located on the same parcel.
. . . .

3. The city commission may approve off-site parking facilities for nonresidential uses as part of the parking required by this section if:

a. The location of the off-site parking spaces will adequately serve the use for which it is intended. The **following factors shall be considered**:

(1) **Proximity of the off-site spaces to the use that they will serve.**

(2) Ease of pedestrian access to the off-site parking spaces.

(3) Whether or not off-site parking spaces are compatible with the use intended to be served, e.g., off-site parking is not ordinarily compatible with high turnover uses such as retail.

b. The location of the off-site parking spaces will not create unreasonable:

(1) Hazards to pedestrians.

(2) Hazards to vehicular traffic.

(3) Traffic congestion.

(4) Interference with access to other parking spaces in the vicinity.

(5) Detriment to any nearby use.
. . . .

[Emphasis added]

The first factor listed when deciding whether to allow for off-site parking is the proximity of the off-site spaces to the project. This factor cannot be meaningfully evaluated because the location of the proposed off-site spaces has not been identified.

In addition to the Land Development Regulations, all development must comply with the City's Comprehensive Plan (Section 33-113.04 of the Land Development Regulations specifically requires it in the case of PD's, just in case there is any question on that point). The City's Comprehensive Plan states the following regarding parking in the downtown area:

Policy f4.1.3

In order to support the economic stability of existing businesses in the Downtown, the City will continue to strive for commercial vitality by mitigating blighting influences, such as traffic congestion, vacant buildings, or overall disrepair; and by **promoting** alternative modes of transportation and **sufficient parking for the downtown area. [Emphasis added]**

Without identifying a sufficient number and the location of all proposed parking spaces, it is the City Staff's position that the proposed PD is inconsistent with both the Land Development Regulations and the

Comprehensive Plan. City staff must therefore recommend denial of this application. City staff is also concerned over the lack of a clearly defined timeline for the development of Phase 2 which is important given that is the Georgia Avenue frontage for the project.

ORDINANCE NO. 2026 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM C-2A, DOWNTOWN COMMERCIAL TO CITY'S PLANNED DEVELOPMENT, GLASSHOUSE SQUARE PD, ON PROPERTY LOCATED AT 130 WEST NEW YORK AVENUE; APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 0.868 +/- ACRES OF PROPERTY MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the applicant, GlassHouse Square, LLC (hereinafter referred to as "Applicant"), owns approximately 0.868 +/- acres of land located at 130 West New York Avenue, which is more particularly described in the legal description attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, the Applicant has applied for a change of zoning designations from C-2A, Downtown Commercial to GlassHouse Square PD, Planned Development; and

WHEREAS, said rezoning is consistent with both the Comprehensive Plan and the purpose and intent of Section 33-32 of the Code of Ordinances of the City of DeLand (the "Code"); and

WHEREAS, the applicant has submitted an application for the approval of a development plan in order to amend the property zoning designation so as to change certain development standards for the property described in Exhibit "A" (hereinafter the "Property" or the "Project"); and

WHEREAS, the proposed development plan meets or exceeds the minimum conditions and standards for the PD District with respect to minimum development size, perimeter setbacks, comprehensive plan consistency, internal compatibility, external compatibility, open spaces, sidewalks, environmental constraints, internal access and circulation, external transportation access, off-street parking, public facilities and unified control; and

WHEREAS, the proposed development plan is consistent with the Downtown Commercial future land use designation.

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

Section 1. The City Commission has held a public hearing to approve the change of zoning from C-2A Downtown Commercial to GlassHouse Square Planned Development (PD), on property located at 130 West New York Avenue, consisting of approximately 0.868 +/- acres of property.

Section 2. Pursuant to the determination made at public hearing, the City Commission hereby amends the Comprehensive Zoning Map of the City to include the land described in Exhibit "A" as GlassHouse Square, Planned Development District.

Section 3. The zoning of the Property as PD, Planned Development District, is made pursuant to Section 33-32 of the Code and the development of the Property shall take place in accordance with that Section and in substantial compliance with the Development Plan Agreement, Maps and other supporting documentation submitted by Applicant which shall be filed and retained for public inspection in the office of the City Planning Department and constitute a supplement to the official Zoning Map of the City.

Section 4. The approved Development Plan for GlassHouse Square PD, Planned Development District, including the Development Plan Agreement, Map and other supporting documentation (on file with the City Planning Department), are attached hereto as Exhibit "B" and by this reference made a part hereof.

Section 5. The failure of the approved Development Plan to address a particular permit, condition, term or restriction shall not relieve the Applicant of the necessity of complying with any law governing said

permitting requirements, conditions, terms or restrictions, as same may be amended or enacted from time to time in the future. All current land development regulations of the City are applicable to the PD District except to the extent that they conflict with a specific provision of the approved Development Plan.

Section 6. At the time of development, the Applicant shall comply with all relevant building codes and development standards contained in the City's Code of Ordinances or in the Development Plan; provided, however, that the development standards contained in the adopted Development Plan shall supersede comparable standards contained in the Code of Ordinances.

Section 7. The City Commission may rezone any portion of the Project which has not obtained a site plan approval within five years from the date of adoption of this Ordinance.

Section 8. Prior to the issuance of a building permit, Applicant shall submit an easement document, acceptable to the City of DeLand, permitting additions to shared access, parking, utilities, and stormwater.

Section 9. Pursuant to Article 5 of the City's Land Development Regulations, the Applicant shall comply with all applicable infrastructure regulations.

Section 10. The City Engineer, Planning Director, and Building Department are hereby directed to change the Comprehensive Zoning Map of the City of DeLand to conform with the change of zoning enacted in this Ordinance.

Section 11. No rights to obtain final development orders nor any rights to develop the property have been granted or implied by this Ordinance. Final development orders for the property including, but not limited to, subdivision and site plan approval shall be subject to a determination of concurrency.

Section 12. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 13. This Ordinance shall become effective immediately upon its adoption.

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

_____
Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

_____
Dale Arrington
Interim City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

LEGAL DESCRIPTION

PARCEL A:

The West 73 feet of Lot 3, Block 3 and the East 64.84 feet of Lot 4, Block 3, Map of Howry's Addition to DeLand, according to the map or plat thereof as recorded in Deed Book G, PAGE 701, Public Records of Volusia County, Florida, Less any portion within the Rights of Way of New York Avenue and Georgia Avenue (F/K/A Short Street).

Also described as:

That portion of Lot 3, Block 3, Howry's Addition to DeLand, as recorded in Deed Book "G", Page 701, Public Records of Volusia County, Florida, lying West of the Westerly line of Miller Hardware Company's Re-Subdivision Map Book 5, Page 156 of aforesaid Public Records, Less any portion lying within the Rights of Way of New York Avenue, a 66 foot wide R/W, and Georgia Avenue (F.K.A. Short Street).

Together with that portion of Lot 4, Block 3, Howry's Addition to DeLand, as recorded in Deed Book "G", Page 701, Public Records of Volusia County, Florida, lying East of the following described line;

Beginning at a point on the South line of West New York Avenue, as now laid out 66 feetwide, said point being 191.9 feet East of the center line of S. Florida Avenue, said point also being 57 feet East of the established and recognized Northwest corner of said Lot 4, Block 3, Howry's Addition to DeLand, thence South at right angles to West New York Avenue 274.7 feet, more or less, to a point on the North side of Shore Street sometimes called Georgia Avenue, which point is 184.45 feet East of the center line of S. Florida Avenue, and 57 feet East of the Southwest corner of said Lot 4, Block 3, Howry's Addition as established and recognized and marked by an iron pipe.

GLASSHOUSE SQUARE PLANNED DEVELOPMENT AGREEMENT

CITY COMMISSION OF THE

CITY OF DELAND, FLORIDA

IN RE: (Case #), Application of

GLASSHOUSE SQUARE, LLC

ORDINANCE # _____

ORDER AND RESOLUTION

GRANTING A REQUEST FOR CHANGE OF ZONING FROM C2-A Historic Overlay (C2 – AH) TO

GLASSHOUSE SQUARE PD (PLANNED DEVELOPMENT)

The application of GlassHouse Square, LLC, (together with its successors and assigns, "Applicant") for rezoning was heard by and before the City Commission, DeLand Florida, on _____ __, 2022. Based upon the verified Application and other supporting documents, maps, charts, overlays, other evidence and instruments; the advice, report, and recommendations of the Community Development Department, and other City departments and agencies of DeLand, Florida; and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning Board on _____, __, 2022, and otherwise being fully advised, the City Commission does hereby find and determine as follows:

GENERAL FINDINGS

A. The application of GlassHouse Square, LLC was duly and properly filed herein on October 4th, 2021 as required by law.

B. All fees and costs which are by law, regulation, or Ordinance required to be borne and paid by the Applicant have been paid.

C. The Applicant is the contract purchaser of an approximately 0.868-acre parcel of land situated in DeLand, Florida. This parcel of land is described more

particularly in the survey and legal description, a true copy of which is attached hereto as Exhibit "A" (the "Property").

D. The City of DeLand is the owner of the Property, which has frontage on W. New York Avenue and W. Georgia Avenue and is the former site of the Volusia County Jail. The Property is located within the DeLand Downtown Community Redevelopment Area as well as the City's Historic District. The existing jail building is in a deteriorated condition, contains asbestos, is unsightly, and is hindering the continued redevelopment that is and has been occurring in the immediate area in which the jail building is located. The City desires that the Property be redeveloped for a mixed use, in-fill project with a variety of permitted uses including, without limitation, general offices, professional offices, medical offices, retail, commercial, multifamily residential and residential lofts, and entertainment and event spaces, all of which are to be consistent with the aesthetic qualities of downtown DeLand, and in furtherance of the City's Downtown DeLand Redevelopment Plan, and the Florida Community Redevelopment Act of 1969, Florida Statutes, Chapter 163. The Applicant intends to redevelop the Property with a mixture of uses including, without limitation, the aforementioned uses, consistent with the terms set forth herein.

E. The Applicant has complied with the concept plan provision as required by Land Development Regulations Ordinance # 2013-11, as amended.

F. The Applicant has complied with the "Due Public Notice" requirements of the City Commission, Land Development Regulations Ordinance # 2013-11, as amended.

G. The owner of the Property agrees with the provisions of the Development Agreement.

FINDINGS REGARDING REZONING

A. The Applicant has applied for a change of zoning of the Property from the present zoning classification(s) of the Property from C-2A Historic Overlay (C2 – AH) to GlassHouse Square Planned Development (PD).

B. The said rezoning to a Mixed Use Planned Development is consistent with both the City of DeLand Comprehensive Plan Ordinance # 1990-04, as amended, and the intent and purpose of the City of DeLand Land Development Regulations Ordinance # 2013-11, as amended, and does promote the public health, safety, morals, general

welfare, and orderly growth of the area affected by the rezoning request.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF DELAND, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE CITY COMMISSION CHAMBERS, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA, THIS __ DAY OF _____, A.D., 2023, AS FOLLOWS:

A. The Application of GlassHouse Square, LLC for the rezoning of the Property is hereby granted.

B. The zoning classification of the Property is hereby amended from C-2A Historic Overlay (C2 – AH) to GlassHouse Square Planned Development (PD) as described in Article VII of the City of DeLand, Land Development Regulations Ordinance # 2013-11, as amended.

C. The Official Zoning Map of the City of DeLand, is hereby amended to show the rezoning of said Property to GlassHouse Square Planned Development (PD).

D. The City of DeLand Land Development Regulations Ordinance # 2013-11, as amended, is consistent with the provisions of the "Development Agreement" as hereinafter set forth in this Ordinance and with respect to any conflict between Land Development Regulations Ordinance # 2013-11, as amended, and the "Development Agreement", the provisions of the "Development Agreement" shall govern. Ordinance No. 2013-11, as amended, shall govern with respect to any matter not covered by the "Development Agreement." The City of DeLand, will ensure overall compliance with this Ordinance.

E. Unless otherwise provided for herein, the City of DeLand, Land Development Regulations, Ordinance # 2013-11, as amended, shall apply to the Property in the same manner as the C2 Historic Overlay (C2 – AH) zoning classification.

F. Nothing in this Ordinance shall abridge the requirements of any City of DeLand Ordinance other than Ordinance 2013-11, as amended. Timing and review procedures contained in this Order and Resolution may be modified to comply with the City of DeLand Land Development Regulations, Ordinance No. 2013-11, as amended. Further, nothing in the Development Agreement is intended to abridge the requirements of Ordinance No. 2013-11, as amended, and any other City Ordinances, except as provided herein.

DEVELOPMENT AGREEMENT

A. Development Concept. The Property shall be developed as a Planned Development (PD) substantially in accordance with the Planned Development Plan described below. The Planned Development Plan shall govern the development of the Property as a Planned Development and shall regulate the future land use of the Property.

1. Planned Development Plan. The Planned Development Plan shall consist of the attached Development Plan Map prepared by CPH, Inc. (as modified by Exhibit "C" for Phase 1) and this Development Agreement. The Development Plan Map is hereby approved and incorporated in this Ordinance by reference as Exhibit "B" and Exhibit "C". The Planned Development Plan shall be filed and retained for public inspection in the Planning Department and it shall constitute a supplement to the Official Zoning Map of the City of DeLand.

2. Amendments. All amendments of the Planned Development Plan shall require the review and recommendation of the Planning Board and action by the City Commission in the same manner as a rezoning of the parcel. The foregoing notwithstanding, minor amendments not altering the intent and purpose of the Planned Development Plan may be approved by the Planning Director after such departmental comment as he or she deems appropriate. The Planning Director may not authorize administrative amendments which change approved land uses or location thereof, the development standards set forth in Section E of this Development Agreement, or any special condition, or any specific requirement of this Development Agreement.

3. Subdivision Approval. Subdivision Plat Approval is not required. If Applicant chooses to subdivide the Property, aa preliminary and a final plat application for the area to be subdivided shall be submitted for review and approval in the manner required by Article 13 of the City of DeLand Land Development Regulations, Ordinance No. 2013-11, as amended.

4. Final Site Plan Approval. After the Planned Development Plan is recorded and prior to issuance of any permits for construction, other than for asbestos abatement, demolition, clearing and landfill by the City of DeLand, a Final Site Plan shall

be prepared and submitted for review and approval in the manner required by Article 12 of the City of DeLand, Land Development Regulations Ordinance # 2013-11, as amended.

B. Unified Ownership. The Applicant shall maintain unified ownership of the Property (after title is conveyed to it) until after issuance of the Final Site Plan Development Order.

C. Phases of Development. Applicant may, in its sole discretion, develop the Property in two (2) phases and, if Applicant so elects, the order of the phases for development shall be sequential (i.e., Phase 1 shall precede Phase 2). Applicant may commence development of Phase 2 prior to completion of Phase 1, but the Certificate of Occupancy for Phase 2 shall not be issued until Phase 1 is substantially completed.

D. Land Uses Within the PD. The development of the Property shall be consistent with the uses prescribed for each area within the proposed GlassHouse Square Planned Development. The location and approximate size of said land use areas are shown on the Development Plan Map, Exhibit "B". The following land uses shall be allowed as permitted principal uses, conditional uses, and special exceptions, along with their customary accessory uses and structures:

1. All permitted uses, conditional uses, and special exceptions within the C2 – AH zoning district, subject to the following restrictions:

a. Financial Institutions and restaurants, are permitted only without drive through service.

b. Drugstore and pharmacies, are permitted only without drive through service.

c. Uses requiring a DBPR 3PS liquor license (package sales) may be permitted as a special exception.

d. Residential units are only allowed on the second floor of Building 2.

e. Nursing homes are not a permitted use.

f. Commercial parking lots are not permitted as a primary use.

2. Outdoor entertainment.

3. Outdoor events including, without limitation, weddings, receptions, parties, farmers' markets, food trucks, outdoor markets, temporary vendor booths,

concerts, and festivals. These events may be open to the public or may be private, and may include outdoor consumption of alcohol.

4. Gallery (commercial).

5. Research and Development facilities.

6. Pet Supply store.

7. Craft beverage and food sales and production.

8. Craftsmen shops.

9. Structures associated with the uses listed, such as shade structures, fixed awnings, and porticos.

E. Development Standards. The minimum site design regulations that will be used to govern development within the in PD are as follows:

1. Minimum lot area - no minimum.

2. Minimum lot width and/or depth - no minimum.

3. Minimum yard size (building) - no minimum.

4. Maximum front yard – 10 feet along New York Avenue and Georgia Avenue.

5. Minimum stories and floor area:

a. Building 1 as shown on the Development Plan Map ("Building 1") - Not less than two (2) stories and not less than 20,000 gross square feet.

b. Building 2 as shown on the Development Plan Map ("Building 2") - Not less than two (2) stories and not less than 7,000 gross square feet.

6. Maximum stories and building height:

a. Building 1 - Maximum of two (2) stories, plus rooftop space. The top of all enclosures shall be not more than sixty (60') feet above the finished floor elevation of the first floor of the building.

b. Building 2 –Maximum of two stories and forty (40') feet above the finished floor elevation of the first floor of the building.

7. Maximum lot coverage:

100%.

8. Landscape requirements - No perimeter landscape buffer or other landscaping is required.

9. Perimeter building setbacks:

5 foot minimum setback on the entire east property line. There is no setback required on the north, south or west property lines.

10. Minimum building separation –

None.

11. Off-street parking requirements.

a. Required spaces/optional mitigation fee: Applicant contemplates developing the Property in phases and shall provide a minimum of forty (40) parking spaces for Phase 1 and ten (10) parking spaces for Phase 2, for a total parking requirement of not less than fifty (50) spaces. In lieu of providing actual parking spaces, Applicant may elect to satisfy some or all parking space requirements by paying a parking mitigation fee to City. The parking mitigation fee, if opted by Applicant, shall be in the amount of Ten Thousand ($10,000.00) Dollars per each parking space elected by Applicant to be satisfied through payment of the parking mitigation fee. The City shall use such funds for development of public parking.

b. Location:

i. For Phase One:

Parking may be located onsite in combination with offsite parking lot(s) or payment of the parking mitigation fee, or both. If applicant elects to have onsite parking for Phase 1 the total number of onsite spaces and configuration shall be generally in accordance with Exhibit C and shall not exceed fifteen (15) spaces. Any such onsite parking area may be limited to access for tenants and customers, or otherwise, at any time between the hours of 2:00 a.m. and 5:00 p.m.. Development of onsite parking with permeable pavers or similar materials is permitted. In lieu of standard code dimensional requirements, Applicant may elect to provide drive aisle widths of 20' or more. Driveway access to the onsite parking shall not be through the Pedestrian Walkway. Parking space dimensions shall be in accordance with code. Applicant is permitted but, not withstanding the depiction shown on Exhibit C, not required to provide islands, trees or landscaping for the onsite parking lot.

ii. For Phase Two:

Parking requirements shall be met either offsite or by payment of the

parking mitigation fee, or by a combination of both.

c. Offsite parking:

It is anticipated that the Applicant or its successors may seek variances or other accommodations from City related to the design of its offsite parking lot(s), to the extent reasonably necessary to make efficient use of space in the downtown area. Offsite parking, if any, shall be in a lot(s) which is within 800 feet of the Property in order to count for purposes of the minimum parking requirements. For the sake of clarity, this means that the nearest point on any parcel of property upon which offsite parking lot(s) is located shall be within 800 feet of any point on the boundary of the Property. The exact location of the offsite parking lot(s), if any, are subject to approval by the City Commission, which approval shall not constitute an amendment to this Development Agreement.

d. Land development code standards. Except as otherwise provided herein, issues involving the parking shall be addressed in the site plan review process and parking shall otherwise be provided in accordance with the Land Development Regulations Ordinance No. 2013-11, as amended.

12. Signage requirements. Notwithstanding Section 33-73.02, market lights (i.e., strands of lights) are permitted in the Pedestrian Walkway, onsite parking area permitted in Phase 1 and the Plaza without staff approval, subject to Applicant complying with Section 33-73.02 (f) 2. and 3. The Pedestrian Walkway and Plaza may be treated as additional street frontages, and each building may be treated as a separate parcel, to the extent doing so allows Applicant greater allowance in the height, dimensions, location or number of signs, or otherwise allows Applicant greater flexibility in regard to signage. For purposes of determining permitted signage, Building 2 shall not be considered a residential land use. Except as otherwise provided herein, signs shall comply with applicable requirements of the Land Development Regulations Ordinance No. 2013-11, as amended, Article VII, Signs, as applicable to the C2- AH district.

13. Open Space/Common Area. Notwithstanding the requirements of the City's Land Development Code, open space and/or common area requirements for the Property shall be satisfied by the pedestrian walkway shown as "Glasshouse Alleyway" on the Development Plan Map ("Pedestrian Walkway"), and gathering space shown as "Plaza Area" on the Development Plan ("Plaza"), which satisfy such

requirements. These requirements shall be initially satisfied in development of Phase 1. Notwithstanding that the Plaza and Pedestrian Walkway are depicted on the Development Plan as completely paved, Applicant may include landscaping and other improvements to beautify them. Provided, however, such improvements must allow the Pedestrian Walkway to continue to function as a pedestrian way.

14. Architectural Design Standards: The Architectural standard for the Property shall be consistent with the aesthetic qualities of downtown DeLand and complementary to the brick architecture which currently exists along Georgia Avenue. Full-depth brick veneer which gives the appearance of brick construction is permissible. Subject to review through the City's Historic Preservation Board process, the materials, general architectural standards, elevations and concepts set forth on Exhibit D shall apply to the Property, and are deemed consistent and complementary with said aesthetic qualities and architecture along Georgia Avenue. Reflective glass shall not be used for windows on the first floor of either building. Any materials lawfully approved by the City's Historic Preservation Board may be used, in addition to or in lieu of those shown on Exhibit D.

15. Minimum residential unit exterior sound attenuation: Sound Transmission Class (STC) 60 Rating for exterior walls. For fenestration: STC35. (As established by LEED Enhanced Acoustical Credits).

16. Residential units – The maximum number of residential units on the Property is five (5). Residential units shall be permitted only in Building 2.

17. Pedestrian Walkway – The Pedestrian Walkway, will be generally left open to the public during the hours of 8:00 a.m. until midnight. However, it is contemplated Applicant may close it for private events and may leave it open to the public for longer hours than stated above. It may also be used for landscaping, utilities, storm water vaults, emergency access, conducting repair and maintenance of improvements both on and off the Property, and for vehicular access. Outdoor seating for restaurants is also contemplated for the Pedestrian Walkway. There shall be a separate agreement entered into between Applicant, or its successors or assigns, and the City, consistent with this Development Agreement, regulating specific parameters related to the public use of the Pedestrian Walkway, the adoption or future amendment of which shall not be deemed

a zoning of the Property. Either or both buildings shall be permitted to overhang the Pedestrian Walkway provided a ground clearance of at least 14 feet shall be maintained for permanent structures. Connectivity with the adjoining property to the east, and improvements to facilitate such connectivity are both permitted and encouraged.

F. Environmental Considerations. The Property is currently covered by structures and hardscape and contains no trees and no green space. Although trees and landscaping are not required under current code (Section 33-57.07), even if such code provisions change in the future, no tree protection area or landscaping shall be required.

G. Sewage Disposal and Potable Water. Provision for sewage disposal and potable water needs of the PD will be provided in accordance with the Comprehensive Plan, Ordinance No.1990-04, as amended, the Land Development Regulations Ordinance No. 2013-11, as amended, and State of Florida Administrative Code 64E-6.

H. Stormwater Drainage. Provision for stormwater retention shall be in accordance with the requirements of the St. Johns River Water Management District ("SJRWMD"). Neither the City's land development regulations, nor any other applicable regulation of the City shall impose any on-site storm water treatment or storage requirements which are in any way greater than SJRWMD's requirements. It is anticipated that all stormwater from the Property will outfall to the City's Stormwater System. Pursuant to a separate agreement, the City has the option to install or upsize (as the case may be), and maintain, an underground stormwater system beneath the Pedestrian Walkway, to the extent space and capacity is available therefor, as determined by sound engineering principles.

I. Access and Transportation System Improvements. All access and transportation system improvements shall be provided in accordance with the Land Development Regulations, Ord. 2013-11, as amended. The Property shall be developed in substantial accordance with the following access and transportation system improvements. Vehicular access may be provided to the Property from New York Avenue on the Pedestrian Walkway, and from Georgia Avenue. The Applicant may restrict or prohibit public vehicular access to the Property.

J. Internal Roadways. No internal roadways are anticipated at this time.

K. Building or Property Owners Association. It is not the current intent of the

Applicant to subdivide the Property and therefore no building or property owner's association would be required. However, if the Applicant or its successors or assigns later subdivide the Property, then an owners association shall be required. With respect to the enforcement of agreements, covenants, easements, or restrictions entered into between the Applicant and the owners' or occupiers of property within the GlassHouse Square Planned Development, the City of DeLand shall only enforce the provisions of the "Development Agreement" and City of DeLand Land Development Regulations Ordinance # 2013-11, as amended, whichever is applicable, and not the private agreements entered into between the aforementioned parties.

L. Other:

1. Minimizing Disruption. Development of the Property:

a. Building 1 shall be designed to reasonably minimize the disruption to the existing public parking on the City's parcel, Tax Parcel No. 7016-01-03-0070, without unreasonably interfering with construction of the project(s) on the Property.

b. The site plan for each phase shall include measures to mitigate disruption to such existing public parking, which shall be part of the City's review process and shall be depicted on the site plan for each respective phase. Such mitigation measures may include, without limitation, the Applicant maintaining its laydown area and all construction staging operations on the Property or on the City's lot located at 224 South Florida Avenue, or other measures to avoid impacts to Georgia Avenue.

c. Prior to construction, a standard pre-construction survey of immediately adjacent buildings shall be conducted. Further, prior to construction a vibration monitoring plan must be approved by the City engineer, chief building official or other qualified person designated by the City Manager. For all phases of construction as determined appropriate by Applicant's engineer, construction vibration monitoring shall be conducted. Pile driving and vibratory compaction construction methods shall be avoided in Applicant's development of the Property. Provided, however, where determined appropriate by the Applicant's geotechnical engineer, such processes may

be utilized for implementation of sheeting and shoring, or other appropriate solution, where implemented to protect nearby structures as a result of excavation in the vicinity of such existing structures.

d. For clarification, the "use occupancy" of the Property under the City's Noise Ordinance (Ordinance No. 75-7, as amended) is deemed to be commercial.

e. Prior to commencement and during the period of site development and construction of the buildings on the Property, Applicant or its contractor shall procure and maintain insurance for general liability arising out of such activities, with policy limits of at least $5 Million (including umbrella coverage), per occurrence. Such insurance shall be maintained in place at all times during construction or development. Applicant or its contractor shall cause a certificate of insurance to be provided to the City's Risk Manager, demonstrating such coverage, prior to commencement of site development and construction.

2. Additional Restrictions. The following additional restrictions apply to the Property, as set forth below:

a. Building 1 (Shall be Phase 1, if development occurs in phases.)	FIRST FLOOR *Not to exceed 10,500 GSF provided, however, allowable area (not to exceed an additional 2,000 GSF) may be permitted upon Applicant addressing any additional demand for parking, as may be reasonably determined by City staff. *No more than 30% of 1st floor space to be for general, professional, medical or government offices. *No residential use.

	SECOND FLOOR *Not to exceed 10,500 GSF provided, however, allowable area (not to exceed an additional 2,000 GSF) may be permitted upon Applicant addressing any additional demand for parking, as may be reasonably determined by City staff. *No residential use.
	ROOFTOP *Not to exceed 10,500 GSF. *Rooftop space enclosures including, without limitation, enclosures for stairways, elevator landing, enclosed restroom, and other enclosures, shall not exceed 1,500 GSF. * All enclosures except for stairway enclosures, elevator shafts and landings, and mechanical rooms shall be set back at least 10 feet from the edge of the roof. *No residential use.

1

b. Building 2 (Shall be Phase 2, if development occurs in phases	FIRST FLOOR – *Not to exceed 4,200 GSF provided, however, allowable area (not to exceed an additional 1,000 GSF) may be permitted upon Applicant addressing any additional demand for parking, as may be reasonably determined by City staff. *No more than 30% of 1st floor space to be general, professional, medical or government offices. *No residential use.

	SECOND FLOOR - *Not to exceed 5,000 GSF provided, however, allowable area (not to exceed an additional 1,000 GSF) may be permitted upon Applicant addressing any additional demand for parking, as may be reasonably determined by City staff.

3. Before issuance of the Certificate of Occupancy for Building 1, Applicant shall construct the Plaza and Pedestrian Walkway, as generally consistent with the Development Plan Map.

4. Except as otherwise provided herein, the City of DeLand Land Development Regulations, Ordinance Number 2013-11, as amended, shall apply to the Property in the same manner as the C-2 Historical Overlay (C2 – AH) zoning classification.

M. Reverter Provision: (i) Provided the Applicant has commenced development of the project within five (5) years from the Effective Date (as defined below) and has completed development or has continued to actively develop ongoing phases as demonstrated by issuance of development permits and building permits, or actual construction activities, then no rezoning by the City shall occur unless otherwise requested by the then owner. (ii) If the Applicant does not meet the guidelines under subsection (i) above, the City Commission may rezone any portion of the Property which has not secured a final development order on or before 5 years from the Effective Date of this ordinance as may be necessary or appropriate to protect adjoining properties or the public health, safety, and welfare, unless the City Commission shall extend the time indicated in this paragraph.

N. Binding Effect of Plans; Recording; and Effective Date. The Planned Development Plan, including any and all amendments, shall bind and inure to the benefit of the Applicant. The PD zoning, provisions of the "Development Agreement," and all approved plans shall run with the land and shall be administered in a manner consistent with Article 12 of the City of DeLand Land Development Regulations Ordinance # 2013-11, as amended.

This Ordinance and all subsequent amendments shall be filed with the Clerk of the Court and recorded within forty-five (45) days following its effective date as defined below,

in the Public Records of Volusia County, Florida. One copy of the document, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Planning Department for placement in the public file. The Applicant shall pay all filing costs for recording documents.

This Ordinance and Development Agreement shall become effective on the date on which title to the Property, more particularly described in the Exhibit "A" attached hereto, is transferred by the City of DeLand to the Applicant. in accordance with that certain Acquisition and Redevelopment Agreement dated July 9, 2020, as amended. Should said agreement be terminated, then this Ordinance and Development Agreement shall be of no further force or effect.

DONE and ORDERED by the City Commission, City of DeLand, Florida, this ____ day of _____, 2023.

ATTEST:

City Commission of DeLand Florida

_____

Michael Pleus
City Manager

_____

Christopher M. Cloudman
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023 by Michael P. Pleus and Christopher M. Cloudman, as City Manager and Mayor, City of DeLand, respectively, on behalf of the City of DeLand, and who are personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:

_____

Commission No.: _____
My Commission Expires: _____

WITNESSES:

GLASSHOUSE SQUARE, LLC, a Florida limited liability company

_____

By: _____
Michael Prelec, Manager

_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this __ day of _____, by Michael Prelec, Manager of Glasshouse Square, LLC, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:

_____
Commission No.: _____
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION

PARCEL A:

The West 73 feet of Lot 3, Block 3 and the East 64.84 feet of Lot 4, Block 3, Map of Howry's Addition to DeLand, according to the map or plat thereof as recorded in Deed Book G, PAGE 701, Public Records of Volusia County, Florida, Less any portion within the Rights of Way of New York Avenue and Georgia Avenue (F/K/A Short Street).

Also described as:

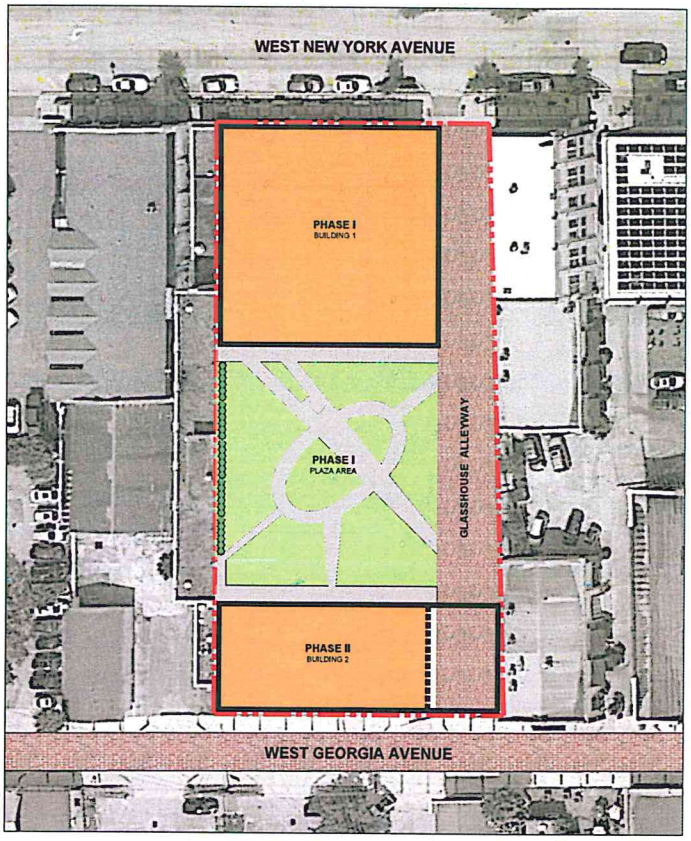
That portion of Lot 3, Block 3, Howry's Addition to DeLand, as recorded in Deed Book "G", Page 701, Public Records of Volusia County, Florida, lying West of the Westerly line of Miller Hardware Company's Re-Subdivision Map Book 5, Page 156 of aforesaid Public Records, Less any portion lying within the Rights of Way of New York Avenue, a 66 foot wide R/W, and Georgia Avenue (F.K.A. Short Street).

Together with that portion of Lot 4, Block 3, Howry's Addition to DeLand, as recorded in Deed Book "G", Page 701, Public Records of Volusia County, Florida, lying East of the following described line;

Beginning at a point on the South line of West New York Avenue, as now laid out 66 feet wide, said point being 191.9 feet East of the center line of S. Florida Avenue, said point also being 57 feet East of the established and recognized Northwest corner of said Lot 4, Block 3, Howry's Addition to DeLand, thence South at right angles to West New York Avenue 274.7 feet, more or less, to a point on the North side of Shore Street sometimes called Georgia Avenue, which point is 184.45 feet East of the center line of S. Florida Avenue, and 57 feet East of the Southwest corner of said Lot 4, Block 3, Howry's Addition as established and recognized and marked by an iron pipe.

EXHIBIT B

DEVELOPMENT PLAN MAP



SCALE: 1" = 20'

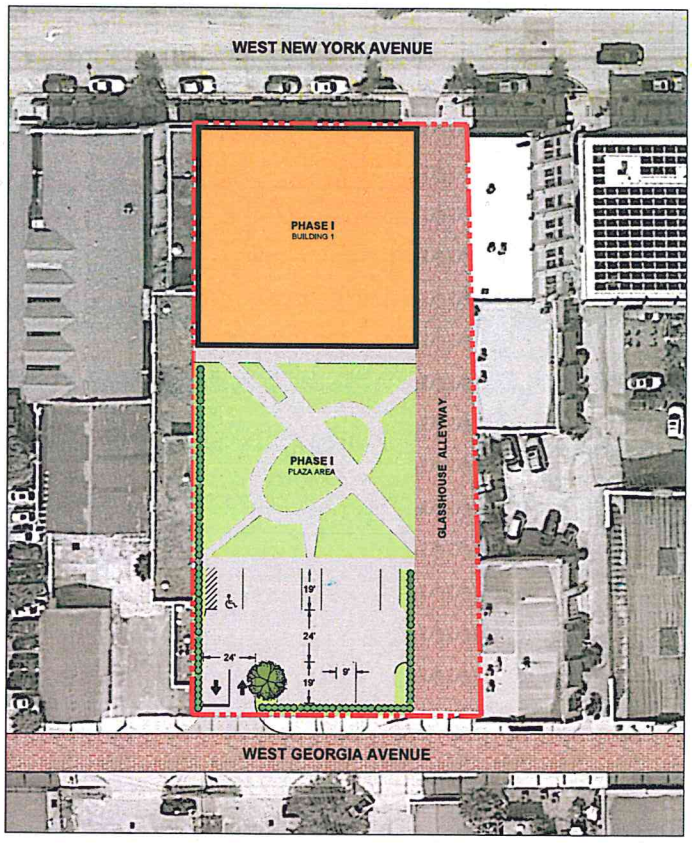
PHASE II - DEVELOPMENT PLAN

January 11, 2023

GLASSHOUSE SQUARE

EXHIBIT C

PARKING PLAN



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cph

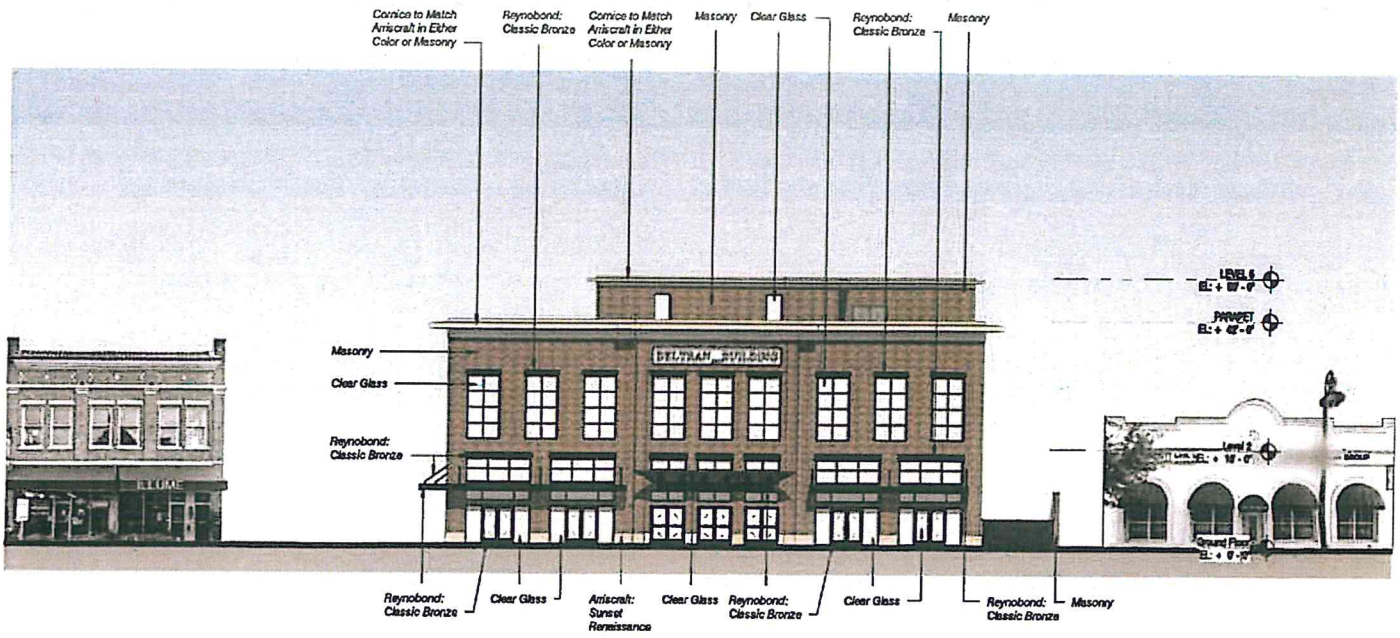
PHASE I - DEVELOPMENT PLAN

January 11, 2023

GLASSHOUSE SQUARE

EXHIBIT D

ARCHITECTURAL STANDARDS



All measurements are subject to change. Not for construction.

GLASSHOUSE SQUARE - Schematic Design - PD Submittal | NORTH ELEVATION - A | 1/16" = 1'-0" | July 20, 2021

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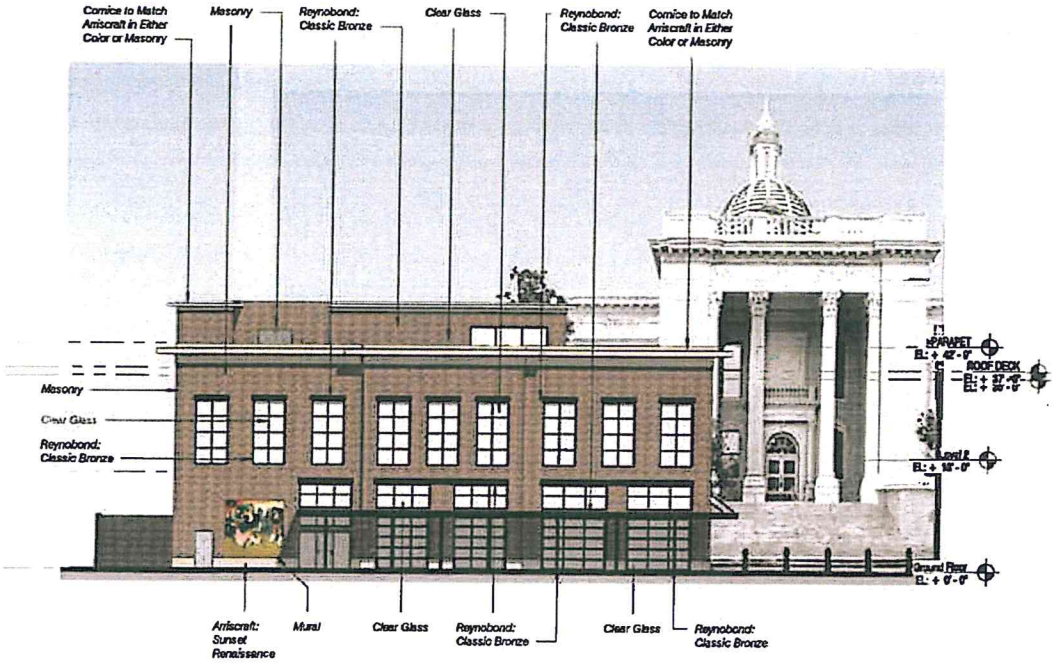

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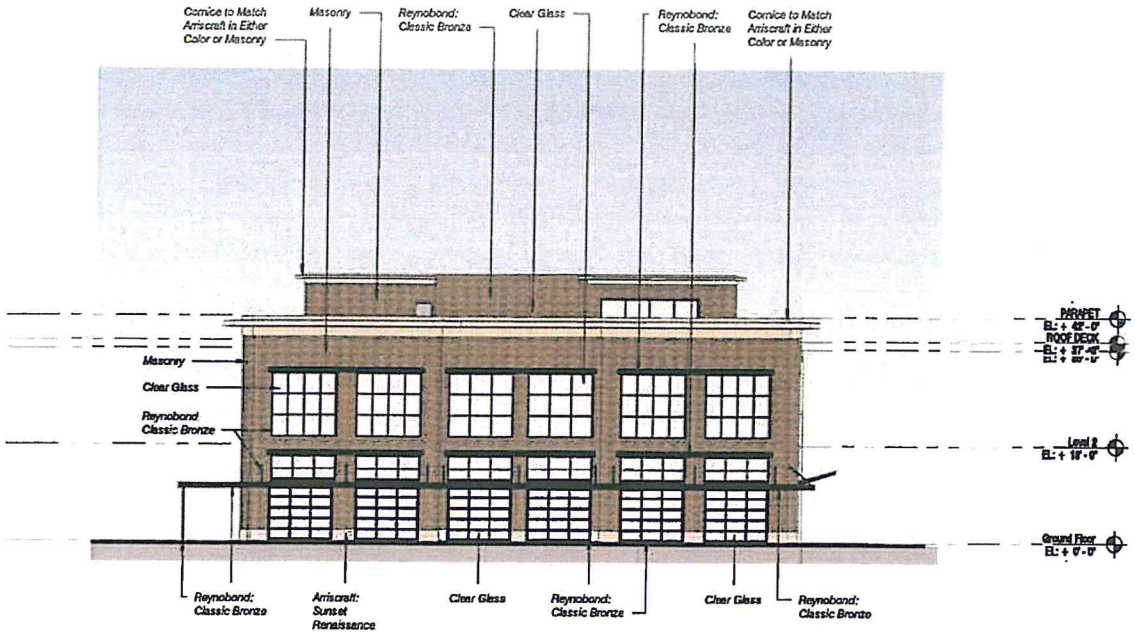

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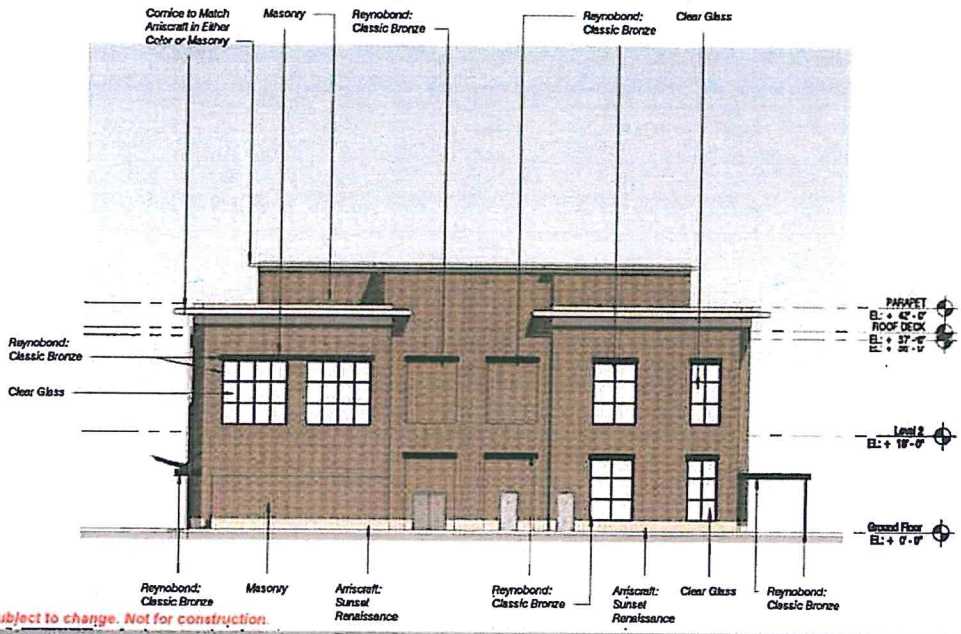

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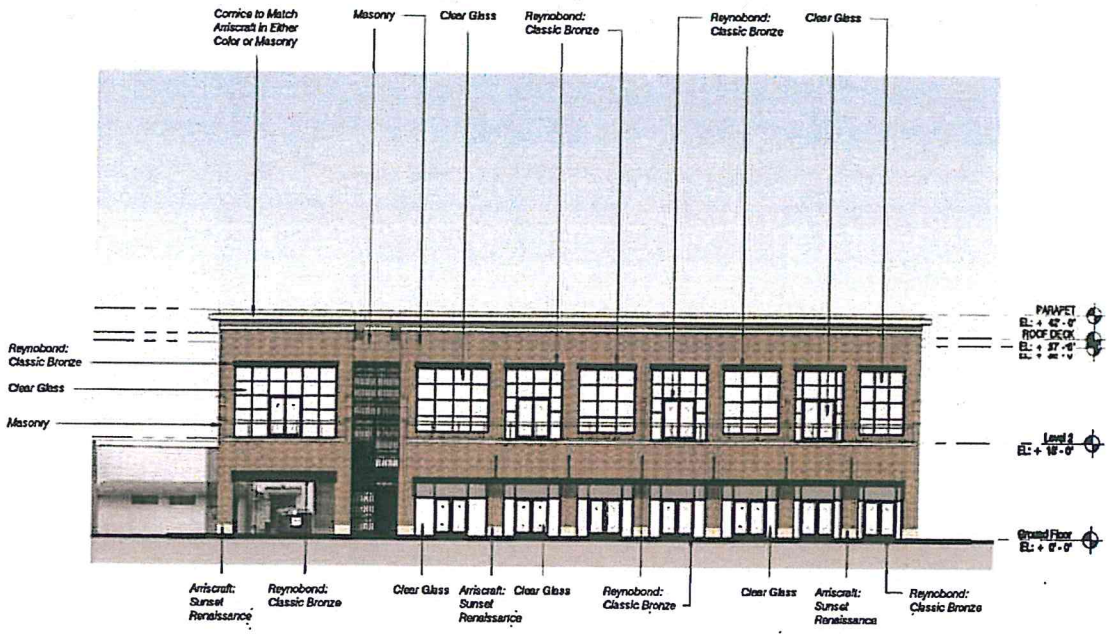

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GLASSHOUSE SQUARE - Schematic Design - PD Submittal | NORTH ELEVATION - B | 1/16" = 1'-0" | July 20, 2021

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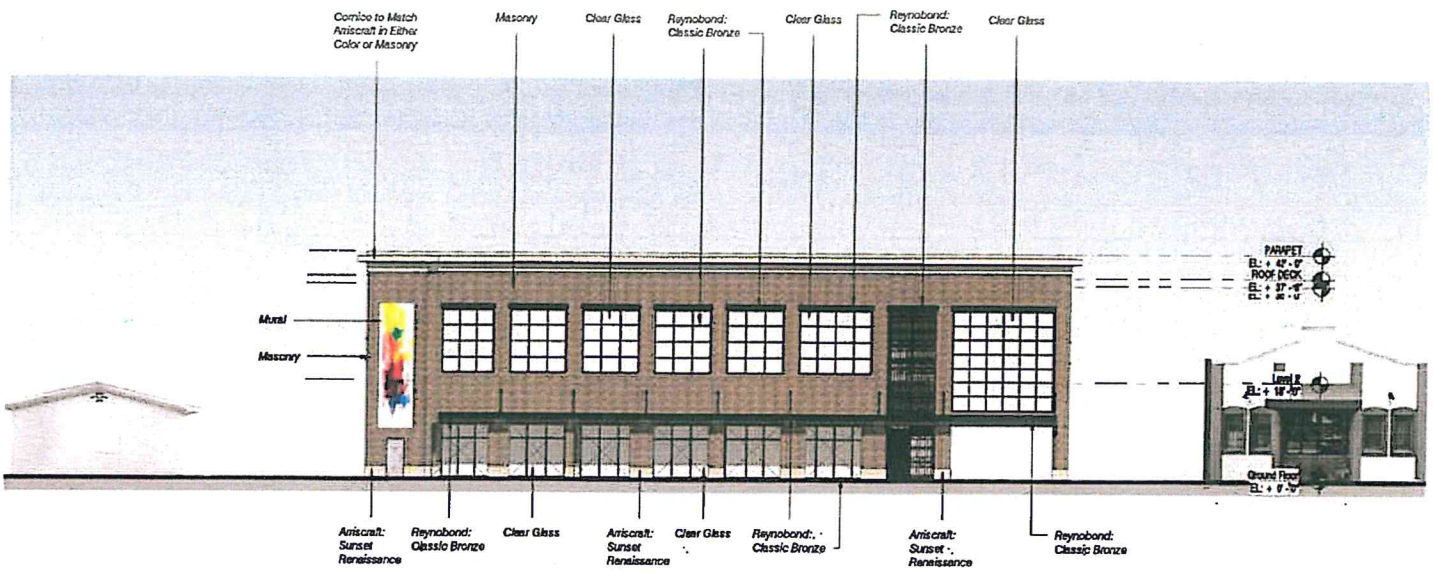

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GLASSHOUSE SQUARE - Schematic Design - PD Submittal | SOUTH ELEVATION - B | 1/16" = 1'-0" | July 20, 2021

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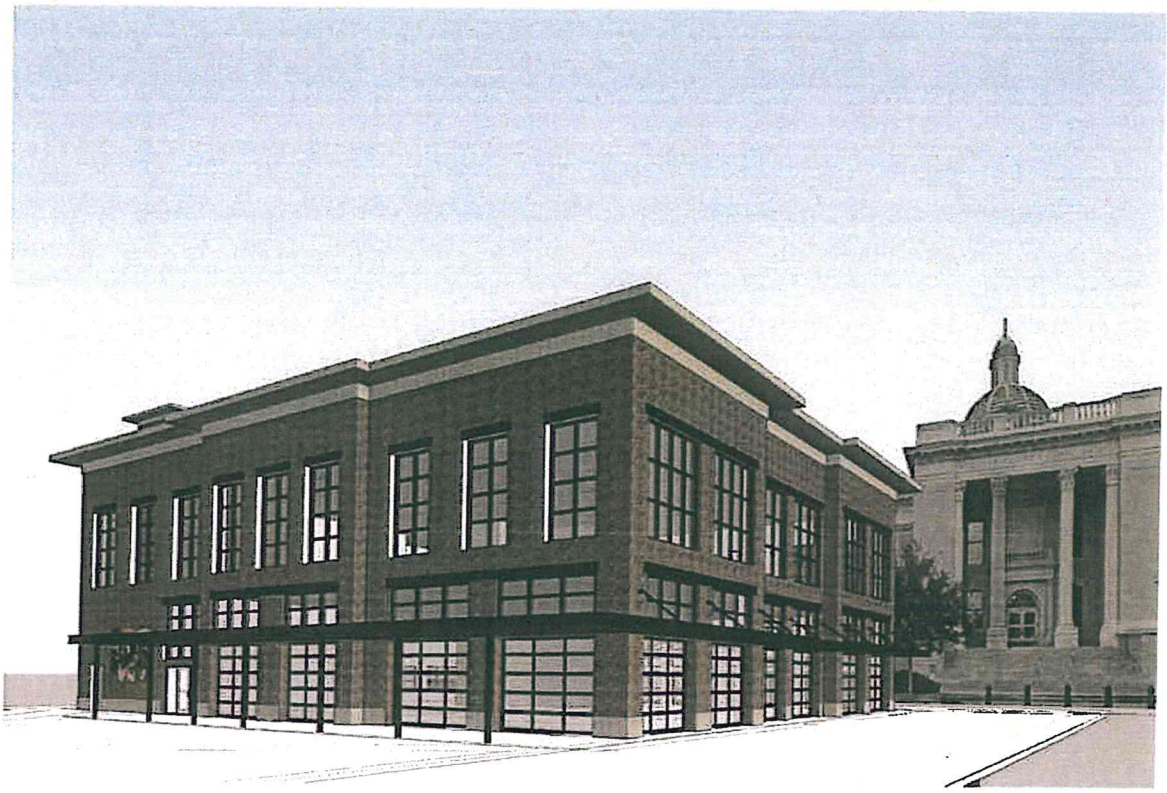

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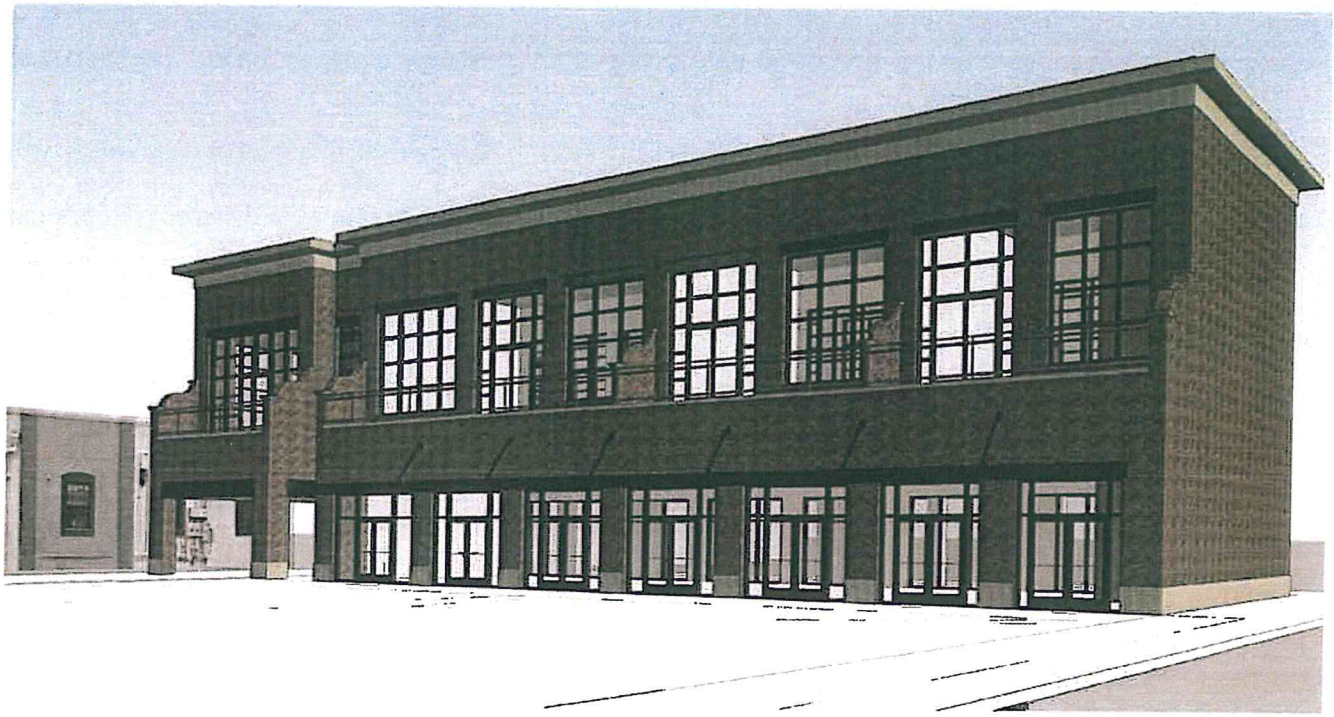

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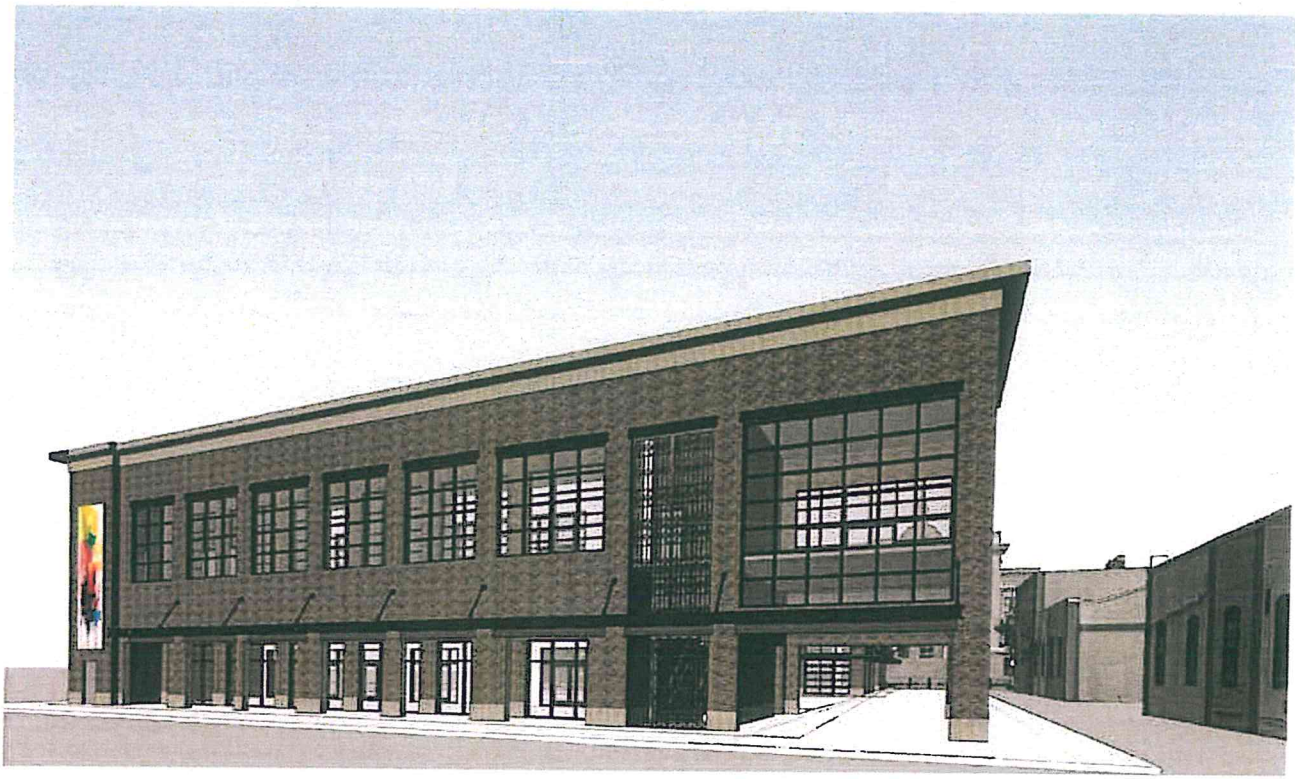

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GLASSHOUSE SQUARE - Schematic Design - PD Submittal | VIEW 4 | July 20, 2021

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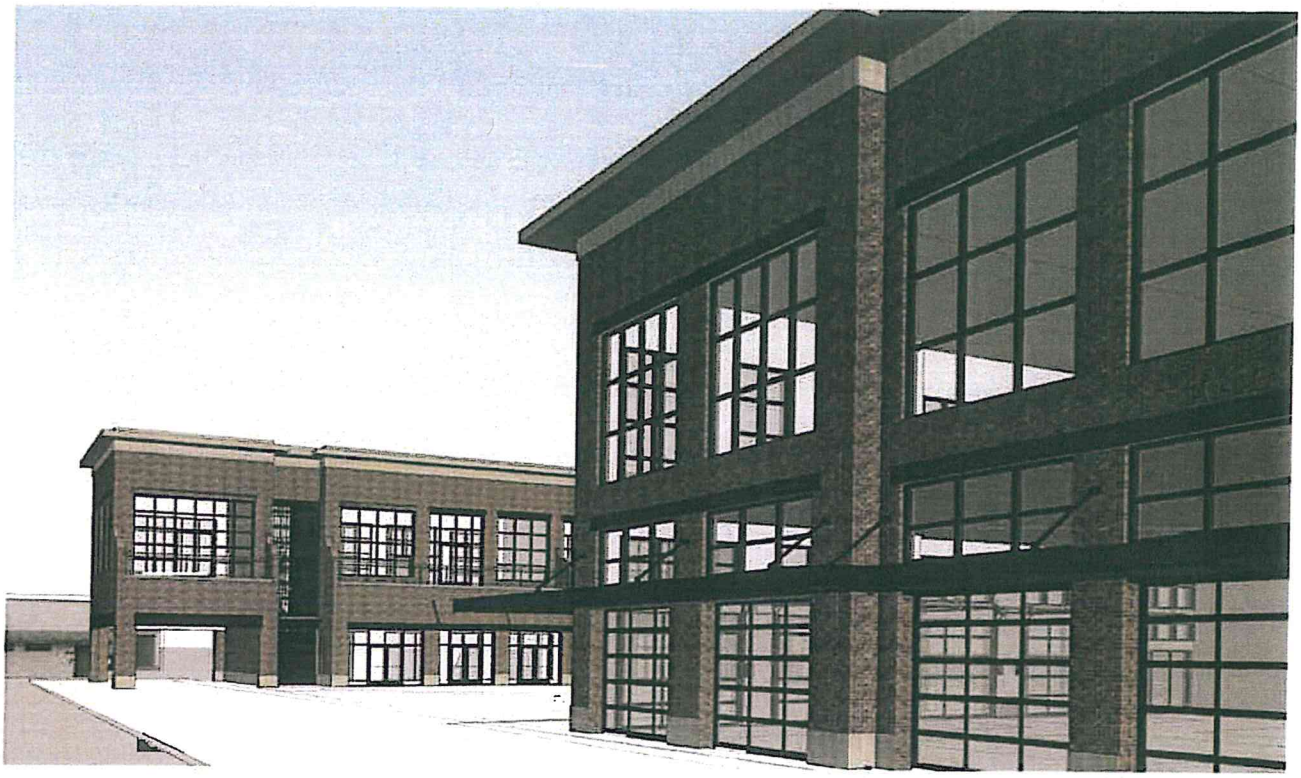

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GLASSHOUSE SQUARE - Schematic Design - PD Submittal | VIEW 5 | July 20, 2021

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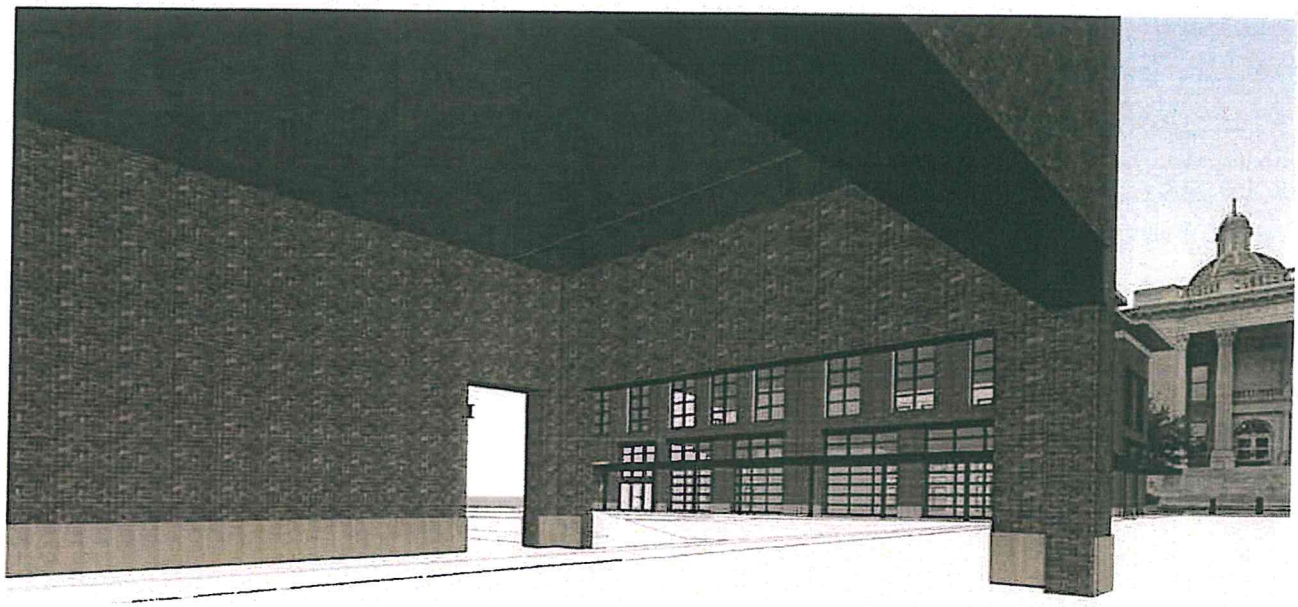

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GLASSHOUSE SQUARE - Schematic Design - PD Submittal | VIEW 6 | July 20, 2021

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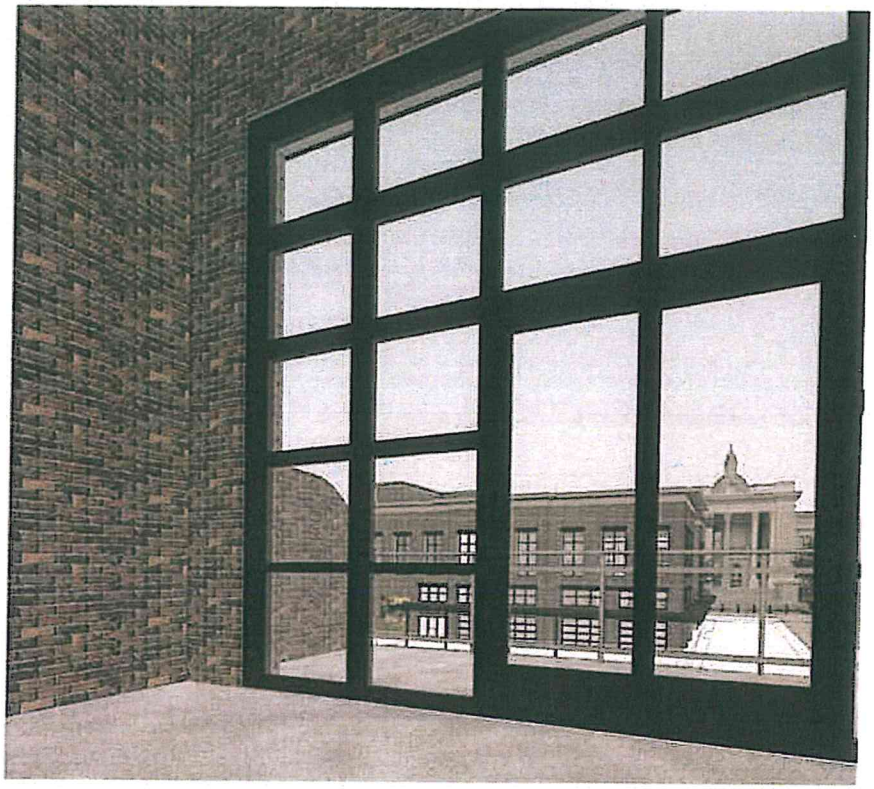

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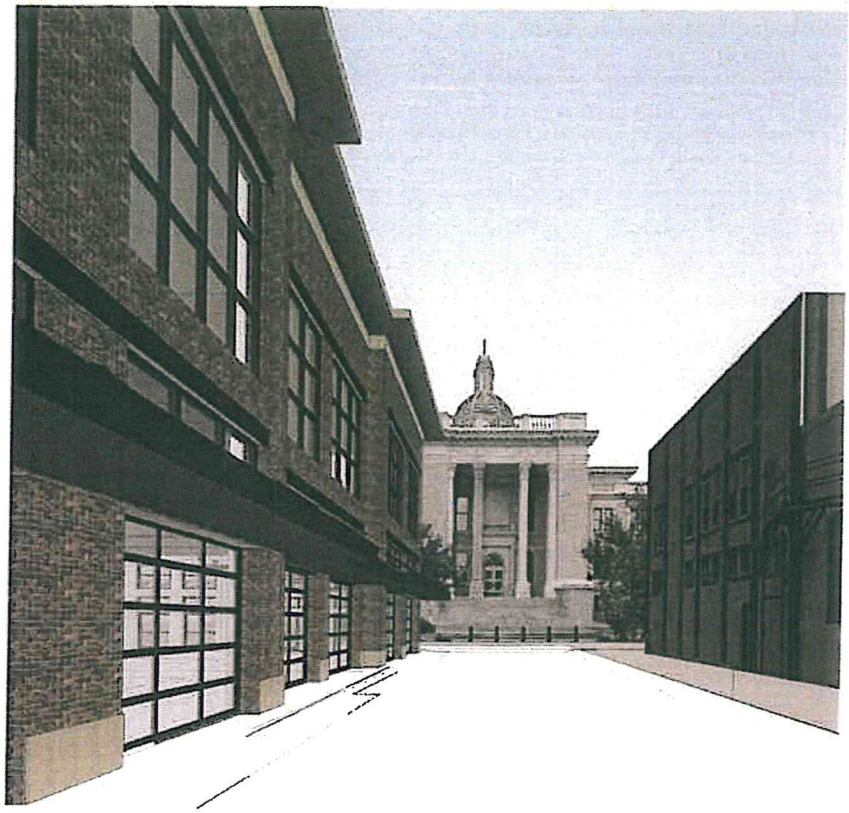

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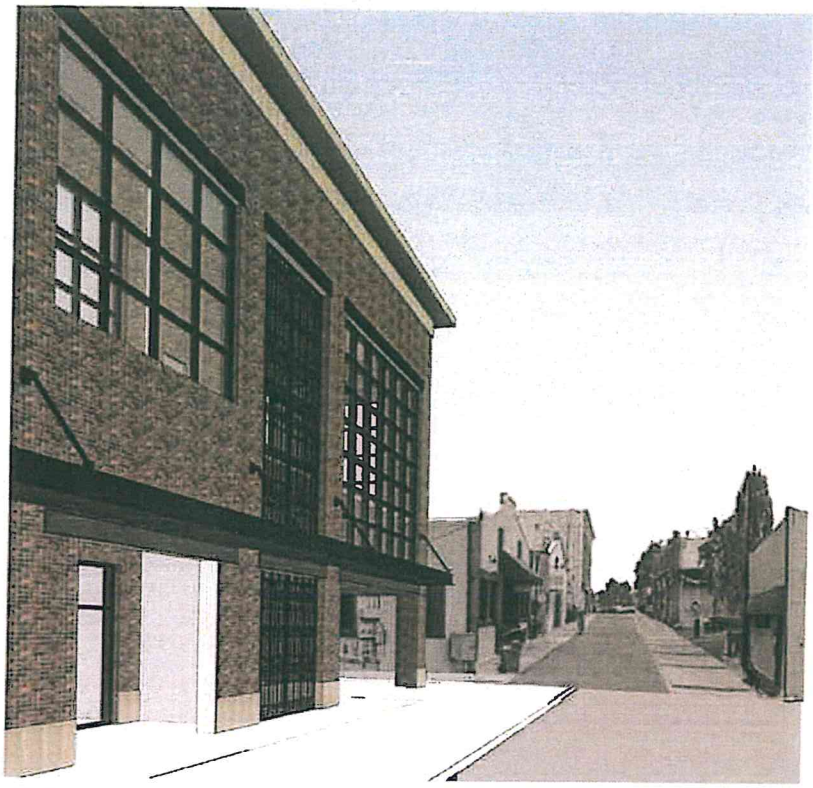

All measurements are subject to change. Not for construction.

GLASSHOUSE SQUARE - Schematic Design - PD Submittal | VIEW 9 | July 20, 2021

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TOTAL SIGN / COPY AREA = 0.5 SF PER 1 LINEAR FT OF BUILDING FRONTAGE
114.54 LIN FT X 0.5 SF = 57.27 SF OF COPY AREA

DELTRAN BUILDING SIGN = 26.99 SF
(4) FUTURE SIGNS = 7 SF EACH = 28 SF

All measurements are subject to change. Not for construction.

GLASSHOUSE SQUARE - Schematic Design - PD Submittal | North Elevation Copy Area | 1/16" = 1'-0" | July 20, 2021

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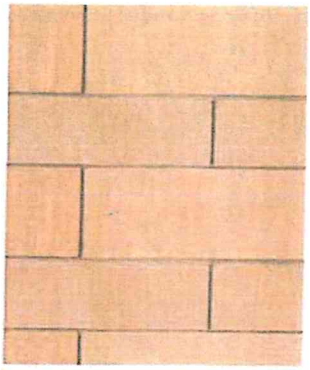
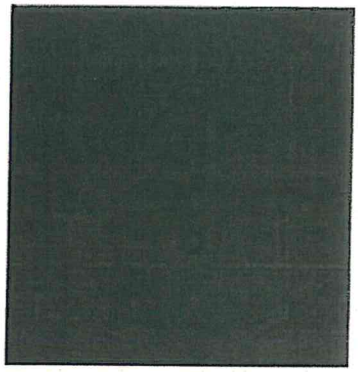
25

GLASSHOUSE

MATERIALS

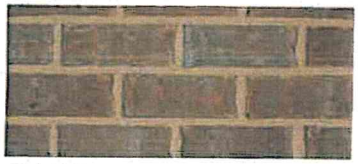


ARRISCRAFT:
SUNSET RENAISSANCE
(CORNICE'S AND TRIMS WILL MATCH IN EITHER COLOR OR MASONRY)



CLASSIC BRONZE REYNOBOND
(STOREFRONTS AND CANOPIES)

ELDORADO STONE: BRACCIANO ROMABRICK



COLOMBUS BRICK COMPANY:
BURLINGTON QUEEN

GROUT: AMERIMIX. DANDELION

CLEAR GLASS: VIRACON

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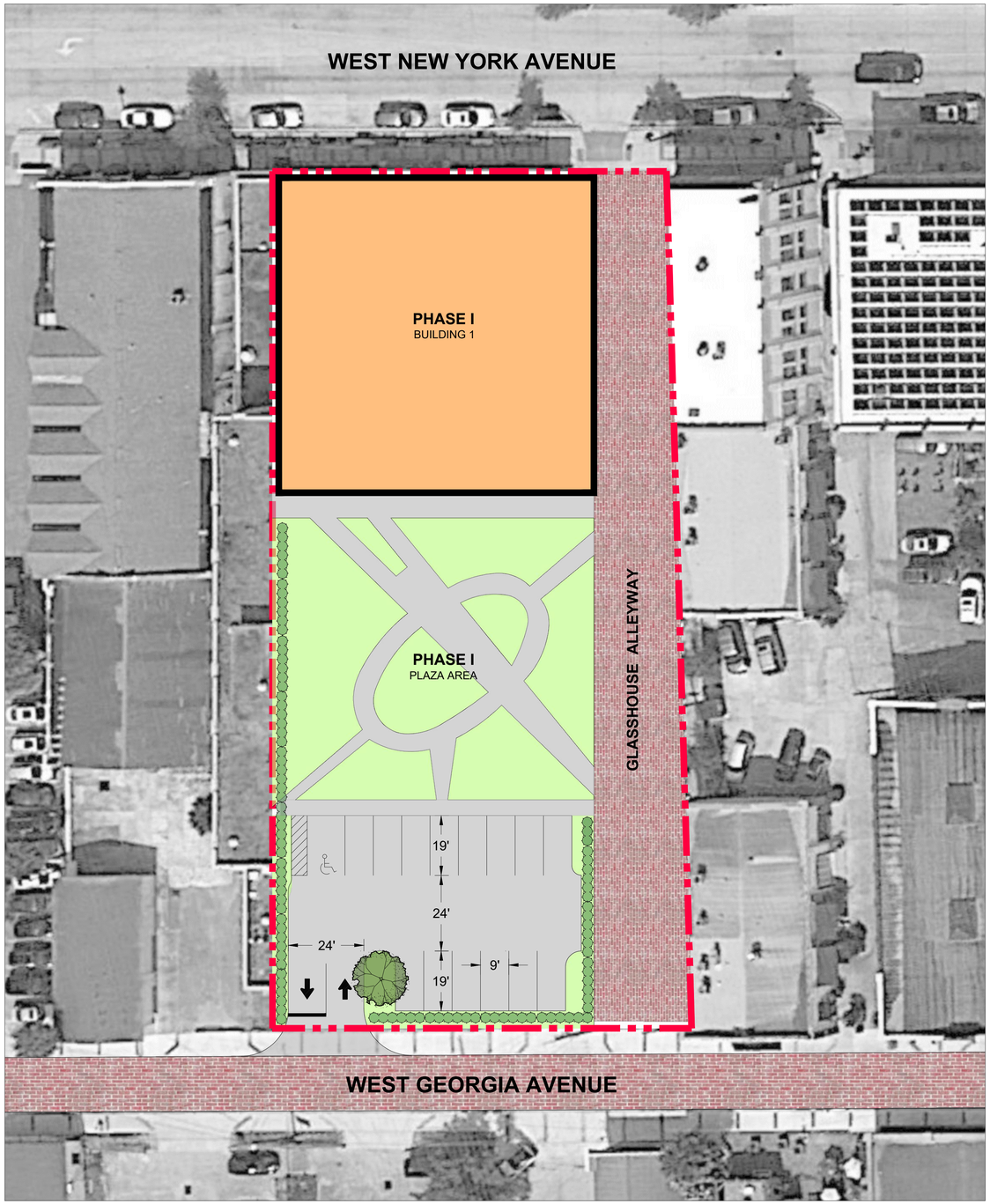

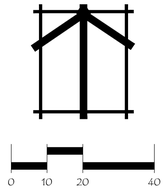

PHASE I - DEVELOPMENT PLAN

January 11, 2023

GLASSHOUSE SQUARE

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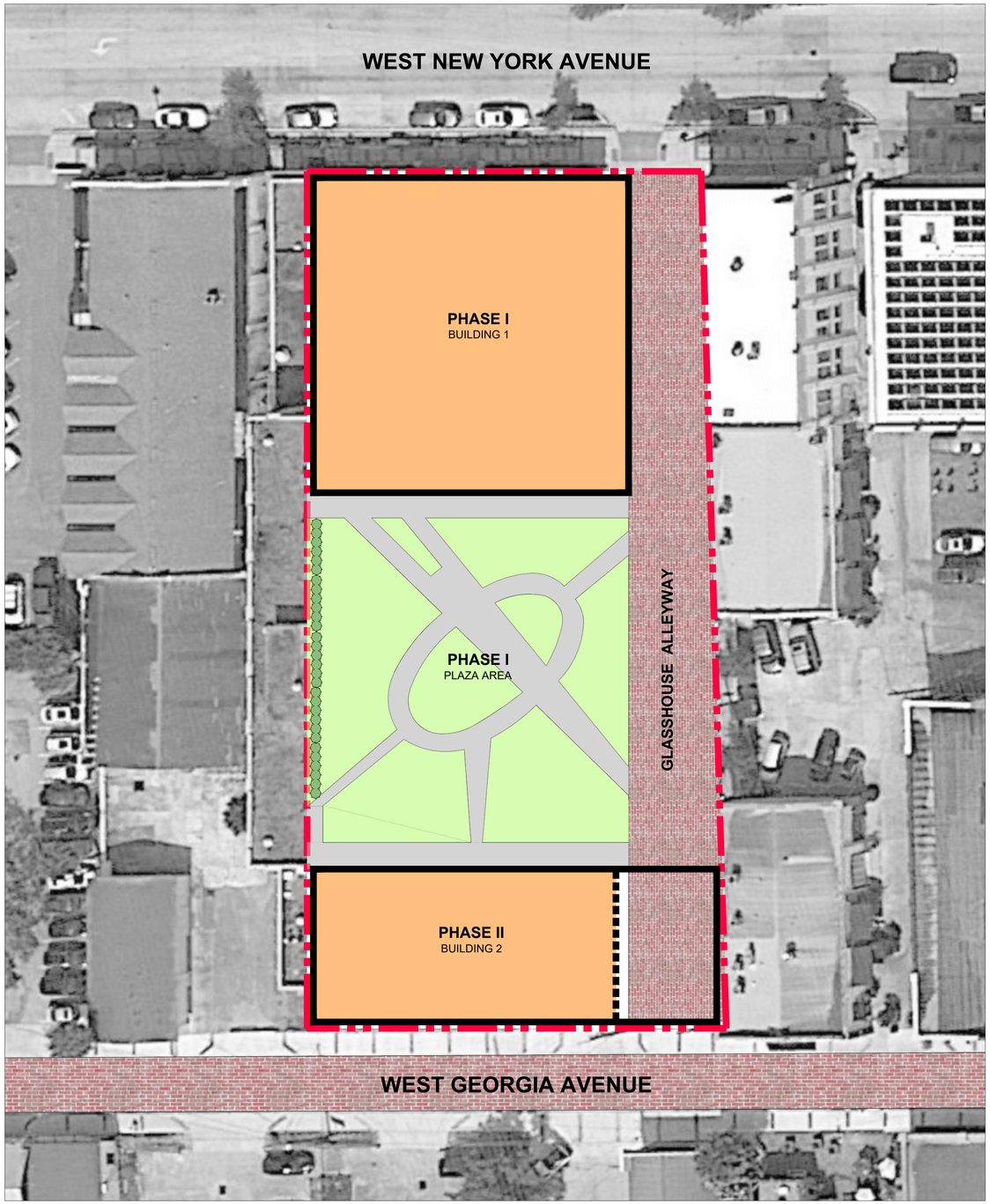
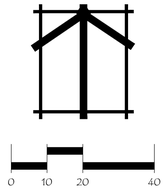




SCALE: 1" = 20'

PHASE II - DEVELOPMENT PLAN

January 11, 2023

GLASSHOUSE SQUARE

PROPOSED MOTION

GLASSHOUSE SQUARE PD REZONING

I move to **DENY** the requested rezoning on the basis that the number of proposed parking spaces does not meet the requirements of the city's Land Development Regulations and is inconsistent with the City's Comprehensive Plan.

While the City's land development regulations do allow the City Commission to approve off-site parking for non-residential uses and may otherwise accommodate this through the planned development rezoning, we must look at the proximity of the off-site spaces to the development. The applicant has not identified where all of the proposed parking spaces would be, other than to say that they would be located within 800 feet of the site, and has otherwise been unable to include in this rezoning request any off-site property to serve as the parking for this project. 800 feet is too far away from the site to provide meaningful parking for the proposed uses and therefore the unidentified off-site parking proposed at that distance is not compliant with the Land Development Regulations.

The inability to provide for adequate parking also creates a conflict within the planned development agreement, in that the development plan map, which is Exhibit "B" is inconsistent with the parking plan, which is Exhibit "C".

PROPOSED MOTION

GLASSHOUSE SQUARE PD REZONING

I move to **APPROVE** the requested rezoning. I find that the reduction in the required parking is appropriate and that the rezoning is consistent with the City's Land Development Regulations and is consistent with the City's Comprehensive Plan.

After recording return to:
City Clerk
City of DeLand
120 S. Florida Avenue
DeLand, FL 32720
Short Tax Parcel Identification Number: 701601030030 (Alternate Key: 2244577).

GLASSHOUSE SQUARE, L.L.C.
GRANT OF WALKWAY EASEMENT AND OTHER EASEMENTS

THIS GRANT OF WALKWAY EASEMENT AND OTHER EASEMENTS is hereby made this __ day of _____, 2023, by GLASSHOUSE SQUARE, L.L.C., whose address is 994 Island Grove Drive, DeLand, Florida 32724 (hereinafter the "GRANTOR"), and the City of DeLand, a municipality of the State of Florida, whose mailing address is City Hall, 120 South Florida Avenue, DeLand, Florida 32720 (hereinafter the “GRANTEE”).

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00) together with other good and valuable consideration, in hand paid to the GRANTOR by the GRANTEE, the receipt and sufficiency of which is hereby acknowledged, the GRANTOR does hereby give, grant, bargain and sell unto the GRANTEE, its successors and assigns, a perpetual pedestrian walkway easement to provide City right-of-way for the purpose of allowing pedestrian traffic and use over, through and across the following described parcel or tract of real estate situated in Volusia County, Florida:

SEE ATTACHED EXHIBIT “A”

(hereinafter referred to as the “WALKWAY EASEMENT”). Provided, however, that the GRANTOR may construct structures over the area of the WALKWAY EASEMENT if the overhang of the structure is at least 14’ above the finished level of the WALKWAY EASEMENT and otherwise complies with all applicable legal requirements. In addition, the GRANTOR may place movable planters, displays or other such items within the easement so long as they do not interfere with the intended pedestrian use of this WALKWAY EASEMENT.

THE USE OF THE WALKWAY EASEMENT may normally be utilized by the GRANTEE during the hours of 8:00 a.m. until midnight of each day. Outside of those hours, GRANTOR reserves the right to remove any and all persons, other than employees of the City while in the course of scope of their employment. provided, however, by mutual agreement between the GRANTOR and the GRANTEE, the GRANTOR may close pedestrian access over the WALKWAY EASEMENT for the purposes of implementing special private events [INCLUDE ANY LIMITATION ON THE NUMBER OF EVENTS ANNUALLY OR OTHER CONDITIONS HERE]. Routine maintenance of the WALKWAY EASEMENT shall be the responsibility of GRANTOR, which

maintenance shall include daily litter removal, spill cleaning, and the periodic pressure washing of the walking surface and appurtenances [SPECIAL PROVISIONS FROM PUBLIC WORKS – INSERT HERE].

GRANTOR SHALL BE RESPONSIBLE FOR ALL REPAIRS TO THE WALKWAY EASEMENT. GRANTOR shall make any repairs and perform all maintenance to the WALKWAY EASEMENT, except for such repairs or reconstruction which are required as a result of GRANTEE'S construction activities in the WALKWAY EASEMENT. Should the GRANTOR fail to perform any maintenance that is required to maintain the WALKWAY EASEMENT in at least as good a condition as the City of DeLand maintains its public pedestrian walking surfaces, then GRANTEE shall have the right, after thirty (30) days written notice to GRANTOR, to perform such maintenance and shall be authorized to file a lien against the real property on which the WALKWAY EASEMENT is located. For the sake of clarity, such lien right attaches only to the specific area where the WALKWAY EASEMENT is located and no other portion of GRANTOR'S property.

FURTHER, THE GRANTOR HEREBY GIVES, GRANTS, BARGAINS AND SELLS THE FOLLOWING EASEMENTS ON OVER AND UNDER THE WALKWAY EASEMENT to the GRANTEE for the following purposes, all of which easements are perpetual and which may be used as needed by the GRANTEE to accomplish its public purposes as it may determine to be necessary and which shall run with the land:

(a) For utilities, all of which must be placed underground.

(b) For underground storm water vaults and an underground stormwater system.

(c) For emergency access.

(d) For repair and maintenance purposes.

(e) For vehicular access related to repair and maintenance.

GRANTEE shall in a timely manner restore the disturbed area to its previous condition following any construction work within the WALKWAY EASEMENT.

THE GRANTOR FURTHER AGREES not to build, construct, or create or permit others to build, construct or create any building or other structures in the WALKWAY EASEMENT.

THE GRANTOR FURTHER GRANTS the reasonable right for the GRANTEE to authorize third parties reasonable access to the WALKWAY EASEMENT at reasonable times for access to

the building and structures which are immediately adjacent to the WALKWAY EASEMENT for the limited purpose of performing maintenance to the western walls of such buildings or structures or for performing such maintenance that can only practicably be performed from within the WALKWAY EASEMENT. Such third parties must provide proof of insurance in an amount reasonably satisfactory to the City in order to protect the GRANTEE and the GRANTOR from any damages that may be caused by a third party's use of the WALKWAY EASEMENT for such maintenance purposes.

TOGETHER WITH ALL COMMON LAW COVENANTS OF SEISIN, this grant of easements includes the covenant of further assurances.

GRANTOR IS NOT GRANTING ANY RIGHTS TO ANY THIRD PARTY other than the GRANTEE, and no third party other than the GRANTEE shall have any right whatsoever to enforce the terms of this GRANT OF WALKWAY EASEMENT AND OTHER EASEMENTS.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal, the date and year first above written.

Signed, sealed and delivered in the presence of the following witnesses:

GLASSHOUSE SQUARE, L.L.C.

_____
Signature of Witness # 1
Printed Name:_____

By: **RIGHT COAST VENTURES LLC**, its Manager,
By: _____
Chase R. Clarke
Manager

and

_____
Signature of Witness # 2
Printed Name:_____

_____
Jessica Clarke
Manager

_____
Michelle V. Bryant
Manager

AND

By: **CLARKE SOLUTIONS LLC**, its Manager

By: _____
Carson R. Clarke
Manager

By: _____
Lauren Clarke
Manager

AND

By: **LAKE POINTE CONSULTING LLC**, its Manager

By: _____
Michael L. Prelec, Jr.
Authorized Member

By: _____
Melissa R. Prelec
Authorized Member

STATE OF FLORIDA)

COUNTY OF VOLUSIA)

ACKNOWLEDGMENT

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this __ day of _____, 2023 by Chase R. Clarke, Jessica Clarke, Michelle V. Bryant, Carson R. Clarke, Lauren Clarke, Michael L. Prelec, Jr. and Melissa R. Prelec. They are personally known to me or have produced _____ as identification.

(NOTARY SEAL)

_____
Signature of Notary Public

STATE OF FLORIDA
COUNTY OF VOLUSIA

ACQUISITION AND REDEVELOPMENT AGREEMENT

THIS ACQUISITION AND REDEVELOPMENT AGREEMENT (this "Agreement") is entered into as of the 9th of July, 2020 (the "Effective Date"), by and between the City of DeLand, a Florida municipal corporation (the "City"), the City of DeLand Downtown Community Redevelopment Agency (the "CRA") and GlassHouse Square, LLC, a Florida limited liability company ("GlassHouse").

STATEMENT OF PURPOSE

The City is the owner of certain property with frontage on W. New York Avenue and W. Georgia Avenue which is the former site of the Volusia County Jail, being more particularly described on Exhibit A, attached hereto and incorporated by this reference (the "Property"). The Property is located within the DeLand Downtown Redevelopment District as well as the City's Historic District. The existing jail building is in a deteriorated condition, contains asbestos, is unsightly, and is hindering the continued redevelopment that is and has been occurring in the immediate area in which the jail building is located. The City desires that the Property be redeveloped for a mixed use, in-fill project with a variety of uses including, without limitation, professional offices, retail, commercial, multifamily residential and residential lofts, and entertainment and event spaces, all of which are to be consistent with the aesthetic qualities of downtown DeLand, and in furtherance of the City's Downtown Community Redevelopment Plan, and the Florida Community Redevelopment Act of 1969, Florida Statutes, Chapter 163.

The City is the owner of certain property with frontage on W. Georgia Avenue which is the former site of a Volusia County employee parking lot, being more particularly described on Exhibit B, attached hereto and incorporated by this reference (the "Option Parcel"). The City desires that the Option Parcel be redeveloped for an in-fill project allowing a variety of uses, including, without limitation, retail commercial, multifamily residential and residential lofts, entertainment and event space uses, consistent with the aesthetic of downtown DeLand, and in furtherance of the City's Downtown Community Redevelopment Plan, and the Florida Community Redevelopment Act of 1969, Florida Statutes, Chapter 163.

The City issued a Request for Proposals (the "RFP") seeking private sector proposals for redevelopment of the Property and the Option Parcel, GlassHouse responded to the RFP, and the City selected GlassHouse as the developer with whom it desired to negotiate an agreement for redevelopment of the Property and the Option Parcel. Pursuant to a public hearing on May 28th, 2019, the City and GlassHouse executed a "Memorandum of Understanding" summarizing the development and business terms pursuant to which Glasshouse would redevelop the Property with a mix of uses anchored by the Deltran Operations U.S.A. Inc. world headquarters. The parties desire to enter into a binding contract related to this project as set forth in this Agreement.

GlassHouse is undertaking considerable financial risk by agreeing to develop the Property pursuant to this Agreement. The City, finding this economic development opportunity to be in the best interest of the City and the health, safety and welfare of the citizens of DeLand, has offered to facilitate the downtown redevelopment project by providing certain economic incentives to GlassHouse with the expectation that the City's involvement will encourage and accelerate the timing of the redevelopment, thus generating additional tax revenues, benefiting the downtown economy and enhancing the potential for future development of neighboring properties.

The City finds that City's provision of the economic incentives pursuant to this Agreement constitutes a public purpose, and the Florida Legislature has found that government sponsored public-private arrangements and the promotion and support, including financial assistance, of economic development activities are in the public interest and achieve a public benefit.

The CRA, is a community redevelopment agency created by the City pursuant to the Community Redevelopment Act of 1969, Part III, Chapter 163, Florida Statutes (the "Act") and is charged with undertaking redevelopment functions and managing the tax increment fund for the City of DeLand's Downtown Community Redevelopment Area.

The CRA finds that the obligations undertaken by it pursuant to this Agreement are consistent with the intent and requirements of the Act, and that the provisions of this Agreement are consistent with and further the goals and objectives of the Downtown DeLand Redevelopment Plan.

The parties hereto have agreed to memorialize the terms and conditions pursuant to which the City will convey the Property to GlassHouse and convey the Option Parcel to GlassHouse if GlassHouse exercises its option, and under which GlassHouse shall redevelop the Property and (if applicable) the Option Parcel, and under which the CRA shall pay and otherwise perform as provided herein. Nothing in this Agreement is intended to bind the City, the CRA or any agency or employee thereof with regard to any required zoning or development related approval, receipt of such approvals being a condition of performance by GlassHouse as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing matters, which are incorporated herein by reference, mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties, the parties hereto agree as follows:

1. **Definitions**. In addition to terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

   1.1. *City Code* - The Code of Ordinances of City of DeLand.

   1.2. *Completion* - The date when the City issues certificates of occupancy for the majority of units or certificates of completion (or similar approval) for a majority of units which are ready for tenant/owner finishes before occupancy, for a particular Phase or Project.

1.3. *Development Order* - Rezoning to a planned unit development, site plan approval, issuance of a building permit or similar action by the City and all other government entities with jurisdiction over a Project necessary for GlassHouse to develop a Project pursuant to the requirements of this Agreement including, without limitation, all permits required from the U.S. Army Corps of Engineers, St. Johns River Water Management District, Florida Department of Environmental Protection, Florida Department of Transportation, County of Volusia, and the City of DeLand.

1.4. *Month* - When used with reference to calculation of dates, shall refer to the monthly anniversary of the starting date or event; for example, two months after February 15, 2020, is April 15, 2020.

1.5. *PD Agreement* - The Planned Development Agreement, as amended from time to time, by and between the City and GlassHouse rezoning the Property for the redevelopment program contemplated herein. It is acknowledged that the Option Parcel, if the option therefor is exercised by GlassHouse, will be developed under a separate planned development agreement.

1.6. *Parcel* – One of the parcels of real estate upon which a Project or Projects may be constructed. The Parcels shall be described as set forth in Section 3.3 below.

1.7. *Phase* - One or more of the phases of development of the Property or, as applicable, the Option Parcel. The term is sometimes used in connection with the Project to be constructed as a Phase. The term is somewhat interchangeable with "Project" but is primarily used with reference to the order of development of a Project vis-à-vis other Projects.

1.8. *Project* - One or more of the following development projects contemplated to be developed by GlassHouse under this Agreement:

1.8.1. GlassHouse Square Project - The development of the Property pursuant to this Agreement, as set forth in Section 3.4.1.a.

1.8.2. Option Parcel Project - The plans for development of the Option Parcel pursuant to this Agreement, as set forth in Section 3.4.1.c.

2. **Purpose.** The purpose of this Agreement is to provide for the redevelopment of the Property and, if applicable, the Option Parcel, in accordance with Section 3, so as to enhance the quality of life and the aesthetic and useful enjoyment of the DeLand downtown area, fulfill the goals of the RFP, promote economic development and investment in the downtown area, and further the objectives of the Downtown Community Redevelopment Plan, all while providing GlassHouse with the tools to gain financial reward commensurate with the risk it is undertaking.

3. **Redevelopment Program.** Subject to the provisions of this Agreement, GlassHouse shall redevelop the Property pursuant to the provisions of this Section and the PD Agreement and, if applicable, the Option Parcel pursuant to a separate planned unit development

agreement. GlassHouse's redevelopment of the Property and, if applicable, the Option Parcel, consistent with this Agreement and in furtherance of the RFP and Downtown Community Redevelopment Plan is a material inducement for the City and the CRA to enter into this Agreement. The ability of GlassHouse to redevelop the Property and, if applicable, the Option Parcel, consistent with this Agreement is a material inducement for GlassHouse to enter into this Agreement. GlassHouse shall develop each Project on the Property in a manner which is consistent with the Conceptual Development Plan, attached hereto as Exhibit C and incorporated by reference (the "CDP"). The conceptual development plan for the Option Parcel has not yet been developed, and development of the Option Parcel will be governed by a separate planned unit development agreement that will need to be approved by the City. The obligations as set forth in Sections 3.4.3, 3.5, 5.2.2, 5.2.4, 5.3, 5.6, 5.7, 5.9, 5.10, 5.11, 6.3 and any other provision of this Agreement which expressly survives or by its terms is logically and necessarily intended to survive the conveyance of the Property and, as applicable, the Option Parcel, shall in fact survive the conveyance of the Property and, as applicable, the Option Parcel, to GlassHouse.

3.1. Right to Market. Prior to the earlier of conveyance of the Property and the Option Parcel, or termination of this Agreement, GlassHouse shall have the right to market the Property and the Option Parcel for sale or lease consistent with the CDP. In conducting such marketing activities, GlassHouse shall make clear that it does not act on behalf of, or as an agent of, the City or the CRA. The City agrees that it will not market the Property or the Option Parcel during the term of this Agreement. The City and others on its behalf shall, however, be entitled to advertise, promote and otherwise refer to the redevelopment of the Property and Option Parcel as contemplated by this Agreement. GlassHouse shall also have the right to seek any development order associated with redevelopment of the Property or the Option Parcel consistent with the CDP for the Project, as applicable. The City shall not, during the term of this Agreement, market the Property or the Option Parcel, or attempt to sell or lease either of them, except pursuant to this Agreement or with the express written consent of GlassHouse. GlassHouse's rights to market and redevelop the Property and the Option Parcel consistent with this Agreement is a material term of this Agreement.

3.2. Land Use and Zoning.

3.2.1. The parties intend that the Property and, if applicable, the Option Parcel, be redeveloped as described in this Section 3 and as to the Property as shown on the CDP. The parties understand that the Projects, as may be modified pursuant to the terms of this Section, are not currently consistent with the Property's and Option Panel's C-2A with Historic Overlay zoning designation but are consistent with their "Downtown Commercial" Future Land Use classifications under the City's Comprehensive Plan. GlassHouse's obligations hereunder are contingent upon obtaining rezoning of the Property and, as applicable, the Option Parcel, to PD, with a PD Agreement in form and content satisfactory to GlassHouse in its sole and absolute discretion, as well as all other necessary Development Orders for Phase 1 and 2, as required for each Project under that Phase as described in

this Agreement. Should the City not approve a PD Agreement acceptable to GlassHouse in its sole and absolute discretion within twelve (12) months of the Effective Date, then GlassHouse may terminate this Agreement by providing notice of termination to the City within thirteen (13) months of the Effective Date, following which this Agreement shall be of no further force or effect. The permitted uses for the Property shall be as provided in the PD Agreement, and for the Option Parcel as provided in a separate planned unit development agreement, provided that nothing herein prevents future amendment of the PD Agreement or any other planned unit development agreement through the City's amendment process. Open space requirements for the Property shall be satisfied with the Green Square/water feature area/gathering space and pedestrian walkway proposed on Parcel 1 and 2, as shown on the CDP. Landscape and hardscape areas, site design, and architectural design shall all be consistent with the CDP.

3.2.2. The parties acknowledge that the CDP represents only conceptual development plans for the Property, based on the parties' reasonable understanding of market demands, design feasibility, and urban planning best practices. Additional engineering and market feasibility studies shall be required to ensure an economically viable redevelopment program, which is in all parties' best interests. Therefore, layouts and design of each Project may be modified pursuant to the City's development review process, which changes shall not require amendment of this Agreement provided that the changes are consistent with the other provisions of this Section 3, including those concerning section 3.4.1.

3.3. Parcels.

3.3.1. The Property and the Option Parcel are currently two (2) separate legal lots each of which shall be the location for construction of the Project(s) described with reference thereto, but in the future they may be combined or further subdivided in accordance with the City's subdivision ordinance. The CDP depicts the approximate configurations of the Parcels for the Property.

3.3.2. Each Project shall be constructed on a Parcel. Concurrent with submission of site plan applications for each Project to be developed on the Property and, as applicable, the Option Parcel, GlassHouse shall submit to the City, together will all other documents required by the City's Land Development Regulations, a survey of the legal description of the Parcel or portion of the Parcel upon which the Project is to be constructed.

3.4. Redevelopment Program for the Property and Option Parcel. GlassHouse shall redevelop the Property and, as applicable, the Option Parcel, consistent with the CDP, and the provisions of this Section. GlassHouse shall seek to reasonably maximize the redevelopment potential of the Property and, if applicable, the Option Parcel, consistent with economic conditions and in an architectural style that is complementary to the brick architecture which currently exists along Georgia Avenue, as determined by GlassHouse in its reasonable discretion. Except as

otherwise provided in this Agreement, GlassHouse shall undertake the development program set forth in this Section 3 at its sole cost and expense.

3.4.1. The Redevelopment Program for the Property shall be for mixed-use, allowing a variety of uses including office, entertainment, commercial, and if applicable, for the Option Parcel shall allow for such uses and for residential uses, to be developed in Phases, consistent with the terms set forth in the PD Agreement or, as it relates to the Option Parcel, a separate planned unit development agreement, as exists from time to time.

a. The anticipated redevelopment of the Property is described as follows:

PROJECT/ PHASE	PARCEL	STORIES (NOT TO EXCEED)	PERMITTED USE(S)
Phase 1: Building 1	1	3, plus rooftop assembly use space	FIRST FLOOR Up to 10,000 GSF Office*/Commercial to be further defined in the PD Agreement *No more than 30% of 1st floor space to be office.
			SECOND FLOOR Up to 10,000 GSF office/commercial to be further defined in the PD Agreement
			THIRD FLOOR Up to 10,000 GSF office/commercial to be further defined in the PD Agreement
			ROOFTOP Up to 10,000 GSF Rooftop assembly use space (event space) to be further defined in the PD Agreement. Rooftop space is contemplated to have an elevator landing, enclosed restroom and other incidental enclosures, and all enclosures shall be set back an appropriate distance, to be identified in the PD Agreement, from the edge of

PROJECT/ PHASE	PARCEL	STORIES (NOT TO EXCEED)	PERMITTED USE(S)
			the roof. The top of all enclosures shall be less than eighty (80') feet above the finished floor elevation of the first floor of the building.
			Up to 1,500 GSF of Gallery/ event space.
Phase 2: Building 2	2	2	Ground floor up to 3,500 GSF Office*/Commercial to be further defined in the PD Agreement *No more than 30% of 1st floor space to be office.
			Second floor up to 5,000 GSF office/commercial, Gallery/event space and/or up to 5 "Artist's Lofts" to be further defined in the PD Agreement
Phase 1: Gathering Space		N/A	Green square / water feature area and/or other gathering space to be further defined in the PD Agreement
Phase 1: Pedestrian Walkway		N/A	To be further defined in the PD Agreement, to include provisions for an easement (the "Easement") for underground utilities, stormwater vaults, emergency access and the right to grant temporary ingress and egress to adjacent property owners with zero lot line buildings for periodic maintenance of those buildings. It is GlassHouse's current intention that the pedestrian walkway will generally remain open for access by members of the public as invitees as is the case with the nearby Artisan Alley. It is also GlassHouse's intention to construct a portion of Building 2 over a portion of

PROJECT/ PHASE	PARCEL	STORIES (NOT TO EXCEED)	PERMITTED USE(S)
			the pedestrian walkway, leaving approximately 14' of airspace from the ground level to the overhanging portion of Building 2.
Phase 1: Private Parking Lot		N/A	Private parking lot to serve needs of GlassHouse, location to be determined in the PD Agreement.

b. Building 1 in Phase 1 shall be not less than two (2) stories and not less than 20,000 gross square feet.

c. The anticipated redevelopment of the Option Parcel, if applicable, shall be in accordance with a PD agreement to be entered into in accordance with rezoning of the Option Parcel, and if applicable, other lands. Buildings on the Option Parcel shall be limited to three (3) stories and shall not have any rooftop event space.

d. Parking may be provided off-site to each Parcel to be developed. Except as otherwise provided, specific parking ratios and standards shall be addressed in the PD Agreement applicable to each Parcel.

e. Any residential units shall be constructed to provide exterior sound attenuation to standards to be addressed in the PD Agreement. There shall be no residential units on the first floor adjacent to Georgia Avenue.

f. The references to square feet of non-residential use and number of residential units in Section 3.4.1. are only estimates. Adoption of square footages in the PD Agreement approved by the City through the normal rezoning / development review process shall be deemed to modify this Agreement without the need for any written amdendment to this Agreement. If GlassHouse fails within 180 days of the Effective Date to make a complete application for a planned development rezoning, then the City may follow the procedures outlined under Section 9.2 of this Agreement regarding notice and opportunity to cure, and City shall thereafter be entitled to terminate this Agreement.

3.4.2. The order of Phases described in Section 3.4.1. is the presently anticipated order of development and is used only for descriptive purposes. For example, GlassHouse may, in its sole discretion, commence development of Phase 2 as the initial Phase of development for the Property. In addition, GlassHouse may commence development of more than one Phase consistent with the terms of this Agreement. In any event, development of the Phases shall be designed to minimize the disruption to the existing public parking on the Option Parcel without unreasonably interfering with construction of the Project(s). The site plan for each Phase shall include measures to mitigate disruption to such existing public parking, which shall be part of the City's review process and shall be depicted on the site plan for each respective Phase. Such mitigation measures may include Glasshouse maintaining its laydown area and all construction staging operations on the Property or on the City's lot located at 224 South Florida Avenue and possibly other measures to avoid impacts to Georgia Avenue. GlassHouse will use its best efforts to ensure that, prior to its provision of substitute public parking that is reasonably equivalent to that which is currently on the Option Parcel, as set forth in Section 3.5 below, its construction force does not park in the public parking currently located on the Option Parcel. The City may implement additional off-site mitigation measures including, but not limited to, informational signage directing visitors to alternative public parking areas. The City shall allow Glasshouse to use the City owned vacant lot located at 224 South Florida Avenue at no cost to Glasshouse for construction staging and construction worker parking. GlassHouse shall provide liability insurance in an amount no less than one million ($1,000,000.00) dollars per occurrence, two million ($2,000,000.00) dollars annual aggregate limit covering property damage and personal injury liability for that lot during the time that it is used for construction parking and such insurance shall name the City of DeLand as an additional insured.

3.4.3. The City represents that as of the Effective Date, neither the City's land development regulations, nor any other applicable regulation of the City, imposes any on site storm water treatment or storage requirements which are in any way greater than the requirements of the St. Johns River Water Management District. The City shall have the option to install, or upsize as the case may be, and maintain, stormwater vaults underneath the Easement area, and beneath the Pedestrian Walkway, to the extent space is available therefor, as determined by sound engineering principles. The cost for installation thereof, or the cost related to upsizing as the case may be, shall be the sole cost of the City. The City shall pay all costs for future maintenance if it installs its own stormwater vaults, or for its proportionate share (determined by the percent of total capacity comprised of the City's upsizing) of future maintenance costs,if it upsizes Glasshouse's Stormwater Vaults.

3.5. Public Parking Lot. If GlassHouse exercises its option to purchase the Option Parcel and the City conveys the Option Parcel to GlassHouse as provided herein, GlassHouse will replace all currently existing regular and handicap accessible public parking spaces displaced by any Project to be developed on the Option Parcel with an equal number of such parking spaces, at its sole cost and expense. In addition to the provisions of Section 6, closing on the Option Parcel shall be in accordance with the following standards:

3.5.1. The parking lot containing the replacement public parking spaces (the "Public Parking Lot") shall be completed not later than closing on the Option Parcel or, at GlassHouse's option, GlassHouse may grant to the City a temporary easement for such public parking on the Option Parcel until the replacement public parking is provided and receive title to the Option Parcel. The term of such temporary parking easement shall have a duration which is no longer than the term of the Option or the date that title to the Option Parcel is reconveyed to the City, all as set forth in Section 5.10. If any public parking spaces located on the Option Parcel are agreed, in the PD Agreement for the Option Parcel, to be left in service for public parking after closing on the Option Parcel, City shall reserve an easement as to those spaces and the existence of those spaces shall be addressed in the PD Agreement on the Option Parcel.

3.5.2. GlassHouse shall construct the Public Parking Lot on lands to be conveyed to the City, which lands shall be located within two hundred fifty (250') feet of the Option Parcel. After closing on the Option Parcel, City shall be responsible for the operation and maintenance of the Public Parking Lot. If any public parking spaces are left on the Option Parcel after closing on the Option Parcel, GlassHouse shall maintain those spaces pursuant to a separate maintenance agreement with the City, executed prior to closing on and conveyance of the Option Parcel to GlassHouse.

4. **Other GlassHouse Obligations.** Unless otherwise provided in this Agreement, GlassHouse shall undertake the actions set forth in this Section 4 at its sole cost.

4.1. Other Obligations. GlassHouse shall provide the information required in Section 6.1 and acquire the Parcels as set forth in Section 6.

4.2. Deadlines. Subject to the deadlines provided below and following closing on each respective Parcel, GlassHouse shall control the timing for construction of each Phase on the Property.

4.2.1. Within the later of nine (9) months of approval of the PD Agreement or eighteen (18) months of the Effective Date, GlassHouse shall submit the following, consistent with the CDP:

4.2.1.1. Preliminary and final plats - The initial plat which may divide the site into at least two (2) lots will be prepared during the first phase. The two (2) lots will consist of the sites for Parcel 1 (for Building 1), and Parcel 2 (for Building 2). The City will execute without delay such owner authorizations required by the City's applicable land development regulations when same are presented to the City for signature. The final plat for the Property will be fully executed at or prior to closing, and delivered to the City Attorney in escrow for recording immediately following the closing.

4.2.1.2. A site plan for development of the first Phase (i.e., the site improvements necessary for the preliminary and final plats for the Parcel and associated easements). The City will execute without delay such owner authorizations required by the City's applicable land development regulations when same are presented to the City for signature.

4.2.1.3. Complete construction plans for Building 1 (recognizing that any part of the interior of Building 1 may be unfinished shell space).

4.2.2. GlassHouse shall make commercially reasonable efforts to obtain approval for the above permit applications for the first Phase within twenty-four (24) months of the Effective Date.

4.2.3. GlassHouse shall make commercially reasonable efforts to commence construction of the first Phase within fifteen (15) months of approval of the PD Agreement. GlassHouse shall make commercially reasonable efforts to complete construction of the first Phase within twenty-four (24) months of commencement of construction.

4.3. Extensions. Extensions to deadlines provided for in this Agreement can only be approved by the parties hereto in writing.

4.4. Report to City Commission. Until the Redevelopment Program for the Property has been completed, GlassHouse shall appear before the City Commission at least once per year to provide a report on the progress of the proposed Projects and the performance of its obligations under this Agreement.

4.5. Compliance with Other Provisions of Applicable Law.

4.5.1. GlassHouse shall construct each Project in compliance with all applicable laws, regulations and ordinances, including but not limited to provisions of the City's Land Development Code regulating platting.

4.5.2. The City shall join in any plat of the Property or, as applicable, the Option Parcel, to the extent necessitated by any easement or other rights therein retained by the City, provided that such plat(s) do not interfere with the

development or use of the Property or Option Parcel so acquired by GlassHouse under this Agreement.

5. **City and CRA Obligations.** In consideration of GlassHouse undertaking the Projects, the City and the CRA shall undertake the actions set forth in this Section. Unless otherwise provided below, the City and the CRA shall undertake such actions at their sole cost.

5.1. Joinder and Applications. The City, as owner of the Property and the Option Parcel shall join in any application for development orders associated with redevelopment of the Property and, if applicable, the Option Parcel consistent with the Redevelopment Programs, including, but not limited to, applications for final rezoning, site plan or plat approval and stormwater permits, and other Development Orders. Nothing in this Agreement shall be intended to bind the City or otherwise impose upon the City any obligation to approve any applications in which the City joins pursuant to this Agreement.

5.2. City and CRA Contributions.

5.2.1. The City shall convey the Property and, if applicable, the Option Parcel, to GlassHouse pursuant to the terms of Section 6, free and clear of any liens or encumbrances except as otherwise provided in Section 6.7. Conveyance of the Property shall occur prior to GlassHouse's commencement of construction of Phase 1.

5.2.2. GlassHouse shall pay all City application fees in regard to all applications for Development Orders, all City and County impact fees subject to any applicable credits and any other fees customarily required for obtaining development permits. GlassHouse shall be entitled to all impact fee and connection fee credits currently available to the Property and, as applicable, the Option Parcel.

5.2.3. Except as otherwise provided herein, GlassHouse shall pay all city, state or federal application or permit fees, and such general and usage fees or charges for water, sewer, or other services provided by the City to the Property or, as applicable, the Option Parcel, following closing on such lands.

5.2.4. The City and GlassHouse shall collaborate to establish a parking signage program for the public parking on the Public Parking Lot, which shall be designed to be consistent with the design and character of the Projects, and shall be installed on the Parcels as set forth on the site plan for the respective Parcels. The City shall provide such information as is necessary for inclusion on the respective site plan in a timely manner to permit GlassHouse to submit its site plans consistent with the schedule set forth in Section 4.2. The City or the CRA shall pay all costs relating to the parking signage improvements, shall install such improvements on the Parcels as set forth on the site plan for such Parcels, and shall thereafter maintain such signage, pursuant to a separate maintenance agreement.

5.2.5. The City or the CRA shall, at their sole cost and expense, procure a boundary and topographic survey of the Property. The survey shall include the boundaries of the Property, all public utilities located on public property within seventy five (75') feet of the Property including visible surface and invert depths, and elevations of the property from the edge of the buildings to the property line. The boundary survey shall be in ALTA form. The survey shall be certified to GlassHouse, its lender and title insurer. The City or the CRA shall provide the survey to GlassHouse not later than ninety (90) days from the Effective Date.

5.2.6. The City or the CRA shall, at their sole cost and expense, cause to be performed, a Phase I Environmental Site Assessment for the Property and, the Option Parcel (the "Phase I"), and a Phase 2 Environmental Site Assessment if the Phase 1 assesment identifies any Recognized Environmental Condition (as defined by the Phase I). The parties shall cooperate in good faith to fund through the Florida or federal brownfield program incentives, as available, any additional Phase II environmental site assessment and/or remediation of the Property and, if applicable, the Option Parcel and adjust the deadlines in Section 4.2 to address any delays associated with additional site assessment and/or remediation which the parties agree to undertake. Should the City reasonably determine that the length of time and or the cost to perform additional environmental assessments or remediate the site is too great, the City shall have the right in its sole discretion to terminate this Agreement upon thirty (30) days written notice. The environmental site assessments shall be certified to GlassHouse, its lender and title insurer. City and CRA shall provide three (3) originals of the Phase I environmental site assessments to GlassHouse not later than one hundred fifty (150) days from the Effective Date.

5.2.7. The City or the CRA shall, at their sole cost and expense, cause the Property to have a geotechnical survey completed. The geotechnical survey will be based upon geotechnical borings conducted in appropriate locations within the parking areas of the Property, and nothing in this Agreement shall be deemed to require the City or CRA to conduct borings within the locations on the Property that are currently occupied by structures. The geotechnical survey shall include foundation design recommendations for the planned heights of the buildings, and percolation analysis for underground exfiltration storm water systems subject to any limitations imposed by the presence of buildings being located on the Property. The geotechnical survey shall be certified to GlassHouse, its lender and title insurer. The City or the CRA shall provide three (3) originals of the Geotechnical Survey to GlassHouse not later than one hundred twenty (120) days from the Effective Date.

5.2.8. The City or the CRA shall cause the aforesaid survey, environmental inspection reports and geotechnical survey to be certified to GlassHouse and

shall name GlassHouse as an intended third-party beneficiary of the contract between the City and the provider of such reports.

5.2.9. The City or the CRA shall, at their cost and expense, cause such underground stormwater vaults as they deem appropriate, consistent with the intended use and development of the Pedestrian Walkway, to be constructed simultaneously with or prior to GlassHouse's development of the Pedestrian Walkway.

5.3. Acceptance and Maintenance of Public Improvements. If applicable, following the City's customary procedures for acceptance of public improvements, the City shall accept, and thereafter maintain pursuant to the provisions of Section 3.5, the Public Parking Lot improvements.

5.4. Other Obligations. The City shall provide technical assistance with respect to the development order applications filed by GlassHouse for the Projects. City shall maintain the Property and the Option Parcel in its current condition during the term of this Agreement prior to conveyance of the Property and, if applicable, the Option Parcel except as otherwise provided for in this Agreement. City shall comply with the provisions of Section 6 of this Agreement.

5.5. City Cooperation. The City shall exercise its best efforts and cooperate with GlassHouse in submitting and obtaining any state and federal licenses, permits, and governmental authorizations necessary to the completion of the Projects; provided, however, except as otherwise provided herein, all costs associated therewith shall be the sole responsibility of GlassHouse. The City's obligations shall not affect the City's right and authority to act in regulatory matters in accordance with applicable laws or ordinances. GlassHouse acknowledges that the City does not, and as a matter of law cannot, agree by way of a contract to pre-approve its applications. This is because the law forbids the government from contracting away its legislative authority in the land development approval process. GlassHouse acknowledges that it has no claim or cause of action against the City in the event that the Project, and all elements thereof, are not approved by the City through the development review and approval process.

5.6. Available Incentives. The City and GlassHouse shall cooperate to obtain any incentives available pursuant to the Florida Brownfields Program or the federal brownfields program, including, but not limited to, obtaining Brownfield Assessment Grant funds from the U.S. Environmental Protection Agency to conduct the Phase 1 assesment.

5.7. Easements.

5.7.1. The City shall grant to GlassHouse a temporary construction easement for the purpose of allowing GlassHouse to utiliize the vacant lot located at 224 S. Florida Avenue for staging and parking related to the construction of the Projects and the Public Parking Lot, as set forth in the site plans for each respective Phase. These easements shall be identified and agreed upon not

later than approval of the PD Agreement on the Property or the Option Parcel, as applicable, and shall be delivered upon the closings on the Property and the Option Parcel, as applicable.

5.7.2. Concurrent with the conveyance of the Property as set forth in Section 6, the City shall:

5.7.2.1. Convey to GlassHouse a ten (10') foot wide easement, in a location reasonably acceptable to GlassHouse and the City, for pedestrian ingress and egress across the Option Parcel, connecting the Property to lands lying South of the Option Parcel. Such easement shall run with the land and inure to the benefit of the individual unit buyers, property owners or condominium owner's association, and successors and assigns, to the Property.

5.7.2.2. The City shall reserve the Easement over, upon, under and across the Pedestrian Walkway.

5.8. No Pledge of Full Faith and Credit. The City's and the CRA's payment obligations hereunder do not, and shall not be deemed to, constitute a general obligation of the City or the CRA, nor do they constitute a pledge of the full faith and credit of the City or the CRA within the meaning of the Constitution and laws of the State of Florida. They shall be binding obligations only to the extent that City or CRA has funds available to meet them, and shall be subject to the City's or CRA's appropriation of such funds. GlassHouse' obligations to meet the deadlines set forth in Section 4.2 shall be tolled an equal time for any period in which the City or CRA fails to appropriate such funds.

5.9. Upon GlassHouse obtaining all necessary permits, approvals and authorizations from all applicable governmental authorities for the site development of the Property and construction of Building 1, GlassHouse will provide to the City a letter from a lending institution or other party reasonably acceptable to the City ("Loan Commitment"), or other reasonably acceptable evidence of financial capacity or other reasonably acceptable security guaranteeing completion of Phase 1 of the Project ("Proof of Financial Capacity"). Thereafter, the City will demolish the former Volusia County Jail building ("Jailhouse"), leave the Property cleared and development-ready, and remove all Asbestos from the Property, to be completed not later than one hundred twenty (120) days following the City's approval of the Loan Commitment in accordance with the following standards:

5.9.1. City has caused a survey of the Property to be conducted according to Florida Statutes, Chapter 469 ("Survey"), which was performed by an Asbestos Surveyor acting under the direction of a Florida licensed Asbestos Consultant. Within thirty (30) days of the Effective Date, the City shall provide GlassHouse with a copy of the Survey.

5.9.2. Prior to demolition of the Jailhouse and not later than one hundred twenty (120) days following the Effective Date, the City shall cause Abatement

specifications for Abatement of all Asbestos on the Property to be prepared by and under the direction of a Florida licensed Asbestos Consultant. The Abatement specifications shall provide for Abatement to be by Removal and Disposal of the Asbestos on the Property and not by Encapsulation, Enclosure or other means besides Removal and Disposal. The proposed Abatement specifications shall be provided to GlassHouse for review not later than thirty (30) days prior to the City releasing bids for the demolition work. GlassHouse shall have fourteen (14) days from receipt of the Abatement specifications to comment on them, but shall have no duty to comment and shall have no duty to the City or any other party in regard to any comment which GlassHouse makes in regard to the proposed Abatement specifications. Any comment made by GlassHouse is solely for the benefit of Glasshouse and for the benefit of no other person or party.

5.9.3. The Removal and Disposal of all Asbestos-containing Materials must be performed by a Florida licensed Asbestos Contractor and monitored by a Florida licensed Asbestos Consultant.

5.9.4. All Asbestos-containing Materials must be abated according to all applicable laws, rules and regulations including, without limitation, AHERA, ASHARA, NESHAP, NIOSH, Florida Statutes Ch. 469 and FAC Ch. 61E-1, and those of the United States Environmental Protection Agency, OSHA and the Florida Department of Environmental Protection.

5.9.5. Prior to closing and subsequent to the Abatement, and not later than thirty (30) days following completion of the Jailhouse demolition, the City shall cause an inspection of the Property to be performed by a Florida licensed Asbestos Consultant and the City shall provide a new or updated Survey reporting the results of said inspection to GlassHouse upon receipt of said Survey to provide reasonable assurance that the Asbestos on the Property has been abated.

5.9.6. GlassHouse's review of and comment on the asbestos Surveys and the Abatement specifications as described herein, and all other provisions of this section or otherwise related to Asbestos on the Property, the Abatement of Asbestos on the Property, the asbestos Surveys and the Abatement specifications, or any one or more of them, are solely for the benefit of GlassHouse, and do not, and shall not, create any duty on the part of GlassHouse arising from or related thereto.

5.9.7. All capitalized terms in this Section 5.9 which are not otherwise defined herein shall have the meaning as defined under Section 469.001, Florida Statutes, unless the context requires otherwise.

5.9.8. Each Asbestos Consultant and Asbestos Contractor as described herein must be licensed and financially responsible under the provisions of Florida law including, without limitation, FAC 61E1 and Florida Statutes Chapter 469.

If the cost to demolish the Jailhouse and remove the Asbestos exceeds the sum of three hundred thousand ($300,000.00) dollars, the City shall give notice to GlassHouse within thirty (30) days of the City's receipt of the bid therefor but not later than one hundred twenty (120) days from the Effective Date, within which to notify GlassHouse of the amount of the overage. Upon the City giving such notice, GlassHouse will have the option of paying the excess amount or terminating this Agreement. GlassHouse must exercise its option to terminate by giving written notice of its election to do so within thirty (30) days of its receipt of notice of the amount of overage from the City. Following the City's receipt of GlassHouse's notice of termination, this Agreement will be deemed terminated and of no further force or effect. If GlassHouse does not notify the City of its election to terminate in said thirty (30) day period, then GlassHouse shall be deemed to have agreed to pay the difference and the amount of such difference shall be paid by GlassHouse to the City within thirty (30) days thereafter.

5.10. The City grants to GlassHouse a five-year option to purchase the Option Parcel (the "Option" as further defined herein). A memorandum of the Option will be recorded in the Public Records of Volusia County at the time of conveyance of the Property. The term of the Option shall be for a period commencing with recording of the Memorandum and shall run through five (5) years following the issuance of the first certificate of occupancy for a Project. The Option shall provide that GlassHouse is entitled to buy the Option Parcel for the lesser of (a) the fair market value (based upon an MAI appraisal certified to City, GlassHouse and GlassHouse's lender paid for by GlassHouse but obtained by the City from an appraiser on the approved list of appraisers by GlassHouse's lender) of the Option Parcel as of the date of transfer of title to the Property, with an adjustment for the change in the Consumer Price Index for all Urban Consumers, published by the U.S. Bureau of Labor Statistics, from the date of the appraised value to the date the option is exercised or (b) the then current fair market value as of the exercise of the option, determined by an appraiser selected and paid in the same manner as set forth above. Conveyance of the Option Parcel to GlassHouse pursuant to this option shall be subject to the following conditions:

5.10.1. GlassHouse shall be required to replace the existing displaced parking spaces in the Option Parcel, and as set forth herein, as well as provide all parking required for the development of the Option Parcel. Such displaced parking will be within two hundred fifty (250') feet of the Option Parcel. For the sake of clarity, the nearest point on any parcel of property upon which replacement parking is located shall be within two hundred fifty (250') feet of any point on the boundary of the Option Parcel. GlassHouse shall convey to the City fee simple title to the area containing the replacement parking, which shall include a minimum of two (2) ADA compliant handicapped parking spaces, drive aisles sufficient to fully access all parking spaces, and areas to support light fixtures for the parking spaces. GlassHouse shall also grant to the City one or more perpetual easements, if

the configuration of the remainder of the parking area so requires, allowing for access to the parking spaces conveyed to the City.

5.10.2. In the event that GlassHouse does not develop the Option Parcel with a minimum of three thousand eight hundred (3,800) square feet of commercial or mixed use development within five (5) years of conveyance of the Option Parcel by the City to GlassHouse, then the City shall have the option to repurchase the Option Parcel. In order to exercise this repurchase option, the City shall, not later than twelve (12) months following the expiration of the five year development period described above in this Section 5.10.2 (ie. six (6) years from the date of conveyance of the Option Parcel to GlassHouse), provide written notice of the City's election to repurchase. GlassHouse shall have one hundred eighty (180) days following the giving of such notice to obtain a site plan and complete building permits for the Option Parcel, and if GlassHouse does obtain the same, an additional eighteen (18) months from issuance of the building permits to complete construction of the improvements on the Option Parcel. Should GlassHouse fail to meet either deadline following notice from the City as set forth in this Section 5.10.2, then GlassHouse shall convey the Option Parcel to the City. At the time of conveyance of the Option Parcel to the City, the City shall pay to GlassHouse the full amount originally paid to the City by GlassHouse for the purchase of the Option Parcel and any costs related to recording fees, documentary stamp taxes, etc. related to such purchase. At the time of the conveyance of the Option Parcel to GlassHouse by the City, a memorandum of thisrepurchase option, and any other document reasonably necessary to render it enforceable, shall be recorded in the Public Records.

5.10.3. Any building located on the Option Parcel shall be limited to three (3) stories in height.

5.10.4. Any residential units shall be constructed to provide exterior sound attenuation, to an identifiable standard as set forth in the applicable PD Agreement. No residential units may be located on the first floor of the building fronting West Georgia Avenue.

5.11. Commencing with the first calendar year after the year of issuance of the certificate of occupancy for Phase 1, Building 1 (for the sake of clarity, January 1 of the year immediately following issuance of the said certificate of occupancy), and for a period of ten (10) years, forty five (45) days following payment by GlassHouse of the ad valorem taxes due in that year, the CRA shall pay GlassHouse an amount equal to the "pro rata portion" of ad valorem tax collections for Volusia County and the City of DeLand millage paid into the Downtown DeLand Community Redevelopment Trust Fund for Building 1 and the underlying lot on which it sits. The "pro rata portion" shall be determined by applying the ratio of the square

footage under roof that the offices for the company or employer referred to in the next to last sentence of this Section 5.11, up to a maximum of ten thousand (10,000) gross square feet or thirty three and 1/3 percent (33.33%) of the gross square footage of the building under roof, whichever is less, bears to the total square footage under roof of Building 1. The payment due each year will be made only after the ad valorem taxes for the entire Property have been paid for that year. In the event the said taxes on the Property have not been paid for any year, the aforesaid payment to GlassHouse shall be made by the CRA within sixty (60) days after the taxes have been paid. As a condition of this payment, during the year for which the payment is due, there must have been maintained on the Property during the year for which the payment is due one company or employer with a minimum of thirty (30) full time equivalent employees with an average annual salary of at least sixty seven thousand one hundred forty two and (00/100) dollars ($67,142.00). There shall be no extension of the term of the abatement nor any partial or pro-rated payment for any year that they do not meet the minimum employment and salary standards and GlassHouse or any subsequent owner of Parcel 1 will not seek grants from the CRA during the abatement period.

6. **Conveyance of Parcels.**

6.1. Adequate Assurances. As a condition precedent to the City's obligation to convey the Property (but not the Option Parcel) as required by Section 5.2.1, GlassHouse shall provide and deliver its proof of Financial Capacity to the City at or before closing on the Property.

6.2. Conveyance. Conveyance of the Property shall be subject to the City's determination that GlassHouse has obtained all permits required to construct and has the financial ability to develop Phase 1, such determination not to be unreasonably withheld. In the event that construction of Phase 1 is to be financed through a private lending institution, equity group, or by means other than a commercial lending institution, then the City's determination shall be to the City's reasonable satisfaction of the financial ability of that entity.

6.3. Closing Date. Unless otherwise agreed to by the parties in writing, the closing date for conveyance of the Property shall be ninety (90) days after the Jailhouse has been removed from the Property, the Abatement of the Asbestos has been completed and the Property is cleared and ready for development (the "Closing Date"). As and when applicable, the closing date for conveyance of the Option Parcel shall be the later of GlassHouse completing the improvements for the Public Parking Lot required by Section 3.5 of this Agreement (unless the temporary easement as described in Section 3.5.1 is provided) or sixty (60) days following GlassHouse providing the City with notice that it is exercising the said option. The Closing Date or the closing date for the Option Parcel may be extended for up to one month pursuant to a written agreement executed by GlassHouse and the City Manager without the necessity of amending this Agreement.

6.4. Form of Conveyance and Closing Costs. The City shall convey the Property and, as applicable, the Option Parcel, to GlassHouse pursuant to a special warranty deed. Documentary stamp taxes, if any, on the special warranty deed shall be the expense of GlassHouse. GlassHouse shall pay for the cost of recording curative instruments, the title insurance commitment, and the owner's title policy if issued, recording of the deed and all expenses associated with any financing. Each party shall pay its respective attorney's fees. Conveyance shall be subject to a reservation by the City of the Easement, the terms and conditions of which shall be agreed upon between the City and GlassHouse in the PD Agreement applicable to the Property (but which may be subsequently amended by agreement between them without amending the PD Agreement). The Easement shall provide for the City to restore any damage caused by or related to its use of the Easement including, without limitations, arising out of its maintenance, repair or replacement of the City's facilities within the Easement.

The conveyance of the Property shall also be subject to a reverter clause ("Reverter Clause") reserved by the City. The terms and conditions for the Reverter Clause shall be agreed upon between the City and GlassHouse prior to closing on the Property. The general conditions of the Reverter Clause shall be that, unless extended by this Agreement (including, without limitation, Sections 4.5 and 12) or by mutual agreement of City and GlassHouse, construction of Phase 1, Building 1 must have commenced within twenty four (24) months from the closing on the Property, and must be ready for occupancy within thirty six (36) months from the commencement of construction. If either deadline is not achieved, the City may at any time thereafter (while that condition continues to exist) serve GlassHouse with the City's notice of intention to invoke the Reverter Clause, which notice shall state with specificity what deadline has not been met. GlassHouse shall have one hundred-eighty (180) days after receipt of the City's notice within which to cure that condition. After the expiration of the one hundred eighty (180) day period and prior to the time the condition has been cured, City may then invoke the Reverter Clause by providing written notice to GlassHouse of such election. Within fifteen (15) days of such notice, GlassHouse shall convey title of the Property by special warranty deed. Upon the City sending such notice, the Option shall automatically terminate. Should GlassHouse fail to convey the Property to the City, the City shall be entitled to immediately seek specific performance of this provision in a court of competent jurisdiction. A memorandum setting forth the terms of the Reverter Clause shall be recorded in the Public Records of Volusia County, Florida. The City will subordinate the reversionary interests evidenced by the Reverter Clause to any commercially reasonable mortgage recorded against the Property which mortgage is solely for the development of the Property. Once development of the Property is completed, this reversionary interest will terminate and otherwise be deemed to be extinguished, and the City shall record a notice of the termination of the reversionary interest in the Public Records upon completion of the development of the Property.

6.5. Payment by GlassHouse. Except as otherwise set forth herein, GlassHouse shall provide payment of the following:

6.5.1. Closing costs as set forth herein associated with conveyance of the Property and as applicable, the Option Parcel, except that the City shall bear is own attorney fees.

6.5.2. City application fees associated with the entitlement process.

6.5.3. City and County impact fees, subject to any applicable credits.

6.5.4. City permit fees.

6.5.5. All other typical development fees related to development of the Project.

6.6. AS IS. Except as otherwise provided in this Agreement, the City is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, with respect to the Property and, as applicable, the Option Parcel. GlassHouse agrees that with respect to the Property and the Option Parcel, GlassHouse has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of the City (except as expressly set forth in this Agreement) or any agent of the City. GlassHouse represents that it is a knowledgeable purchaser of real estate and that (except as to the express representations and warranties as set forth in this Agreement), it is relying solely on the Geotechnical Survey, Phase 1 (and Phase 2, as applicable), and the surveys and Survey provided by City pursuant to Sections 5.2.5, 5.2.6 and 5.9, respectively), and its own expertise and that of its consultants, and that in addition to the inspection reports provided by the City, GlassHouse will conduct such inspections and investigations of the Property and, if applicable, the Option Parcel, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same, and, upon closing, shall assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, which may not have been revealed by those inspections and investigations. GLASSHOUSE ACKNOWLEDGES AND AGREES THAT UPON CLOSING, THE CITY SHALL SELL AND CONVEY TO GLASSHOUSE, AND GLASSHOUSE SHALL ACCEPT THE PROPERTY AND, AS APPLICABLE, THE OPTION PARCEL "AS IS, WHERE IS," WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES, OR REPRESENTATIONS (EXCEPT AS SPECIFICALLY PROVIDED HEREIN OR IN THE DEED TO BE DELIVERED AT CLOSING), COLLATERAL TO OR AFFECTING THE PROPERTY AND, IF APPLICABLE, THE OPTION PARCEL BY CITY, ANY AGENT OF THE CITY OR ANY THIRD PARTY ACTING FOR OR ON BEHALF OF THE CITY. The terms and conditions of this Section shall expressly survive the closing and not merge into the deed(s) to be executed and delivered at Closing.

6.7. Title Insurance.

6.7.1. GlassHouse shall obtain, at GlassHouse's expense, within thirty (30) days of the Effective Date, a commitment (the "First Commitment") for an

Owner's Title Insurance Policy agreeing to insure title to the Property and the Easements or, at GlassHouse's election, the Property, the Easement and the Option Parcel, in an amount that GlassHouse estimates is equal to the value of the Property, the Easement and, as applicable, the Option Parcel. The First Commitment shall be subject to: no exceptions other than those matters herein permitted; those which will be discharged prior to or at Closing; and the standard printed exceptions and exclusions from coverage customarily contained in an Owner's Policy from the title company.

6.7.1.1. GlassHouse shall provide the City a copy of the First Commitment within ten (10) days of receipt of same.

6.7.1.2. Within thirty (30) days of its receipt of the First Commitment, GlassHouse shall notify the City of any objections thereto. If GlassHouse fails to do so, it shall be deemed to have accepted the First Commitment and title to the Property and the Easements and, as applicable, the Option Parcel, as evidenced thereby.

6.7.1.3. GlassHouse shall take title subject to zoning, restrictions and prohibitions imposed by governmental authority which would not inhibit, restrict or prohibit redevelopment of the Property, the Easements and Option Parcel consistent with the CDP. No other restrictions and/or easements shall affect the title.

6.7.1.4. If the First Commitment discloses unpermitted exceptions or matters that render the title non-marketable or otherwise objectionable to GlassHouse in its sole discretion, the City, at its option, shall have forty-five (45) days from the date of receiving written notice of defects from GlassHouse within which to have the exceptions removed from the First Commitment, or the defects cured to the reasonable satisfaction of GlassHouse. If the City fails to have the First Commitment exceptions removed or the defects cured within the specified time, GlassHouse may terminate this Agreement, or GlassHouse may elect, upon notice to the City within ten (10) days after the expiration of the curative period, to take title as it then is notwithstanding such exceptions or title defects.

6.7.2. Thereafter, GlassHouse may obtain at GlassHouse's expense, within thirty (30) days prior to Closing on the Property, the Option Parcel, or both, an updated commitment (a "Subsequent Commitment") for an owner's title insurance policy.

6.7.2.1. In the event that a Subsequent Commitment contains any unpermitted exceptions or matters that render the title non-marketable; and such exceptions or matters were not set forth in the First Commitment, the following provisions shall apply:

6.7.2.1.1. In the event that the new exceptions or matters arise by, though, under or against the Property or, as applicable, the Option Parcel, the City shall exercise reasonable diligence in the curing of any such exceptions or matters, including the payment and discharge of any liens or encumbrances affecting the title of the subject lands.

6.7.2.1.2. Otherwise, the provisions of Section 6.7.1.4 shall apply.

6.7.3. At closing, the City shall provide a standard seller's affidavit so the title company may provide GlassHouse with standard "gap" coverage in the custom as established by title insurance practices in Florida.

6.7.4. Subsequent to closing, the title company, at GlassHouse's expense, shall provide an owner's title policy showing good and marketable title in GlassHouse through the date of recording the special warranty deed and subject only to the permitted exceptions and any matters created at closing.

6.7.5. The Closing of each Parcel shall be thirty (30) days after the later of: (a) the date that the City advises GlassHouse that it elects not to cure the title defects or the expiration of the time frame for the City to cure the defects (if it elects to do so); or (b) the time for closing expressly set forth in the Agreement.

7. **Representations and Warranties of the City and the CRA.** The City and the CRA hereby represent and warrant the following:

7.1. This Agreement and each document contemplated hereby to which the City and the CRA will be a party has been duly authorized and will be executed and delivered by the City and the CRA and neither their execution and delivery, nor compliance with the terms and provisions of this Agreement: (i) require the approval and consent of any other party, except as have been obtained or as are specifically noted herein, (ii) contravene any existing law, judgment, governmental rule, regulation or order applicable to or binding upon the City or the CRA, or (iii) contravenes or results in any breach of, default under or result in the creation of any lien or encumbrance on the City or the CRA.

7.2. This Agreement and each document contemplated hereby to which the City and the CRA will be a party, will constitute a legal, valid and binding obligation of the City or the CRA enforceable against the City or CRA in accordance with the terms thereof, except as such enforceability may be limited by public policy or applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights and subject to usual equitable principles if equitable remedies are involved.

7.3. To the knowledge of the City and the CRA, there is no suit, litigation or action pending or threatened against the City or the CRA which questions the validity of this

Agreement or any document contemplated hereunder or challenges the power or any approvals of the City or the CRA to authorize the execution and delivery of same.

7.4. The City and the CRA shall use their best efforts to timely fulfill all of the conditions and obligations expressed in this Agreement which are within the control of the City or the CRA and shall act so as not to unreasonably delay the completion of the Projects.

7.5. The City and the CRA shall cause to continue to be in effect those instruments, documents, certificates and events contemplated by this Agreement that are applicable to and the responsibility of the City and the CRA.

7.6. The City shall assist GlassHouse in accomplishing the development of the Projects in accordance with this Agreement and the plans for the Projects, and will not violate any applicable laws, ordinances, rules, regulations, orders, contracts, or agreements, or approve or enter into any agreement that will result in this Agreement or any part hereof, or any other instrument contemplated hereby, to be in violation thereof.

7.7. The City and the CRA shall discharge, vacate, or release any lien, encumbrance, easement, right-of-way or other property interest the City or the CRA has or owns on or in the Property and, as applicable, the Option Parcel (other than those arising under this Agreement) on or before the closing of the conveyance of the Property and, as applicable, the Option Parcel to GlassHouse.

7.8. The City and the CRA represent that the Property and the Option Parcel are not on any "Superfund" list under any applicable environmental law, nor is the Property or the Option Parcel currently subject to any lien related to any environmental matter. Except as specifically set forth herein, the City and the CRA make no other representations or warranties, expressed or implied, concerning the environmental condition of the Property or the Option Parcel.

7.9. Seller is and, as of the Closing Date and the closing date for the Option Parcel, will be:

7.9.1. In possession of the Property and, as applicable, the Option Parcel, free of any tenants and rights of third-parties.

7.9.2. The Owner of fee simple legal and beneficial title to the Property and, as applicable, the Option Parcel.

8. **Representations and Warranties of GlassHouse.** GlassHouse hereby represents and warrants the following:

8.1. GlassHouse is a validly existing limited liability company under the laws of the State of Florida, has all requisite power and authority to carry on its business, to own and hold property, to enter into and perform its obligations under this Agreement and consents to service of process on its registered agent in Florida.

8.2. This Agreement and each document to which GlassHouse is or will be a party has been duly authorized and will be executed and delivered by GlassHouse and neither their execution and delivery, nor compliance with the terms and provisions: (i) requires the approval and consent of any other party, except as have been obtained or as are specifically noted herein, (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on GlassHouse, or (iii) results in any default or results in the creation of any lien on the property or assets of GlassHouse which will have a material adverse effect on its ability to perform its obligations hereunder.

8.3. This Agreement and each document contemplated to which GlassHouse will be a party, will constitute a legal, valid and binding obligation of GlassHouse enforceable against GlassHouse in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights and subject to usual equitable principles if equitable remedies are involved.

8.4. To the knowledge of GlassHouse, there is no suit, litigation or action pending or threatened against GlassHouse, which questions the validity of this Agreement or which will have a material adverse effect on its ability to perform its obligations hereunder.

8.5. GlassHouse shall use its best efforts to timely fulfill all of the conditions and obligations expressed in this Agreement which are within the control or are the responsibility of GlassHouse.

8.6. During the period the obligations of GlassHouse are in effect, GlassHouse shall cause to continue to be in effect those instruments, documents, certificates and events contemplated by this Agreement that are applicable to and the responsibility of GlassHouse.

8.7. GlassHouse shall use its best efforts to accomplish the development of the Projects in accordance with this Agreement, the Proposal and the Project plans, and will not violate any applicable laws, ordinances, rules, regulations or orders in its efforts to do so.

8.8. GlassHouse has or will use its best efforts to obtain all state and local permits or other governmental authorizations and approvals required by law in order to proceed with the development of the Projects, subject to the fee waivers contemplated or permitted herein, if any.

8.9. GlassHouse shall not take any action or omit to take any action which would knowingly and intentionally cause the taxable value of the Property or, as applicable, the Option Parcel to diminish (other than the right as provided by law to petition the Value Adjustment Board or to otherwise challenge the valuation assigned to the Property or, as applicable, the Option Parcel by the Volusia County Property Appraiser).

8.10. GlassHouse shall promptly notify the City Manager in writing of any actual or reasonably anticipated delays in the construction of the Projects.

9. Default

9.1. Force Majeure. Neither party shall be held in default of this Agreement for any delay or failure of such party in performing its obligations pursuant to this Agreement if such delay or failure is caused by Force Majeure as set forth below.

9.2. Notice and Opportunity to Cure.

9.2.1. Prior to declaring a default hereunder, other than with regard to the situations specifically enumerated in Sections 3.2.1, 3.4.1, 5.2.6, 5.9 and 6.4, the non-defaulting party must provide the defaulting party with written notice and at least thirty (30) days to cure such default; provided, however, if the default is of a nature that cannot be reasonably cured within such 30-day period, then the defaulting party shall be allowed a reasonable period of time to cure such default provided that it diligently commences the cure within the 30-day period and thereafter diligently undertakes and pursues such cure to completion.

9.2.2. Further provided, however, that no prior notice or opportunity to cure needs to be provided in the event the defaulting party has previously breached a provision of this Agreement, and thereafter breaches the same provision.

9.3. Remedies. If a default occurs, the non-defaulting party may terminate this Agreement as to any portion of the Property or Option Parcel that have not yet been conveyed, institute an action to compel specific performance or seek other equitable relief, or suspend its own performance hereunder, or pursue any other remedy available at law or equity other than a suit for damages. In the event that the City shall fail to convey the Property or Option Parcel pursuant to this Agreement, and GlassHouse shall not otherwise be in material and substantial default of this Agreement, then GlassHouse shall provide the City written notice of such default. The City shall have thirty (30) days from receipt of such notice to cure its default. If the City shall fail to cure such default within the thirty (30) day time period, then GlassHouse shall be entitled to bring an action for declaratory relief, specific performance or other equitable relief as allowed by law as against a governmental entity or, notwithstanding the other provisions of this Section, terminate this Agreement and recover all reasonable fees and costs incurred in the performance of its obligations set forth in Sections 3 and 4 within thirty (30) days of written termination of this Agreement by GlassHouse as its sole remedy. The specified rights and remedies to which the City and GlassHouse are entitled under this Agreement are not exclusive and are intended to be in addition to any other means of redress which the City or GlassHouse may have, including specific performance. The foregoing notwithstanding, under no circumstances will the City or GlassHouse be liable for consequential damages, including lost profits, the right to such damages being expressly waived.

9.4. No Waiver. The failure by the City, the CRA or GlassHouse to promptly insist on strict performance of any provision of this Agreement shall not be deemed a waiver of any right or remedy that the City, the CRA or GlassHouse may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such provision.

9.5. Effect of Termination. In the event that a party terminates this Agreement under this Section 9 or any other provision of this Agreement, such termination shall not affect the obligations of the parties as to Projects the land for which has been conveyed by the City to GlassHouse.

10. **Agreement to Run with Land.** This Agreement shall run with the Property and, as applicable, the Option Parcel and any portion thereof.

10.1. This Agreement, and any amendments hereto, shall be binding and inure to the benefit of, and be enforceable by, the City, the CRA and GlassHouse, and the heirs, successors and assigns of the foregoing.

10.2. In the event of a conveyance of any portion of the Property or the Option Parcel, this Agreement may be amended by the owner of one portion thereof without the necessity of joinder or consent of other owner(s) provided that the amendment does not amend the rights or obligations of such other owner(s). This Section supplements Section 15.4 and 15.5 of this Agreement.

11. **Survival.** Notwithstanding the termination of this Agreement or the prior performance by the parties hereunder, Sections 16 through 37 of this Agreement, as well as those provisions set forth in Section 3 of this Agreement, shall survive and remain effective.

12. **Force Majeure.** Delays in performance due to: fire; flood; hurricane; tornado; earthquake; windstorm; sinkhole; unavailability of materials, equipment or fuel; war; declaration of hostilities; terrorist act; civil strife; strike; labor dispute; epidemic; archaeological excavation; declaration of a state of emergency by an applicable jurisdiction; or act of God, shall be deemed events of "Force Majeure" and such delays shall be excused in the manner herein provided. If such party is delayed in any work pursuant to this Agreement for occurrence of an event of Force Majeure, the date for action required or contemplated by this Agreement shall be extended by the number of days equal to the number of days such party is delayed. The party seeking to be excused based on an event of Force Majeure shall give written notice of the delay indicating its anticipated duration. Each party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other party, except for the occurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

13. **Insurance.**

13.1. In addition to the insurance required by Section 3.4.2, GlassHouse agrees to maintain during development or construction of any Project the following insurance policies:

13.1.1. Builder's Risk Insurance Policy for physical damage or loss, as a result of fire, flood, and other hazards or risks customarily insured against in DeLand, FL.

13.1.2. Comprehensive General Liability Coverage of at least one million ($1,000,000.00) dollars per occurrence, two million ($2,000,000.00) dollars annual aggregate.

13.1.3. Workers' Compensation Coverage as required by the laws of the State of Florida.

13.2. Prior to commencement of construction, and within ten (10) days of the City's request thereafter, GlassHouse shall furnish to the City proof of compliance with these insurance provisions.

13.3. All insurance policies required by this Agreement shall provide such policies or agreements cannot be substantially modified or canceled until after at least one (1) month prior written notice has been given to the City.

14. **Notice.**

14.1. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by notice complying with the terms of this Section:

14.1.1. For the City and CRA: Community Development Director, City of DeLand, 120 South Florida Ave., DeLand, FL 32720.

14.1.2. For GlassHouse: 801 E International Speedway Blvd., DeLand, FL 32724, Attn: Michael Prelec, Jr., with a copy to F.A. (Alex) Ford, Jr., Landis Graham French PA, 145 East Rich Avenue, Suite C, DeLand, FL 32724.

14.2. Each such notice shall be deemed delivered: on the date of delivery if by personal delivery; and if the notice is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; (b) the date upon which delivery is refused; or (c) the date upon which notice is designated by the postal authorities as not delivered. Notwithstanding the foregoing, service by personal delivery delivered after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.

14.3. If a notice is delivered by multiple means, the notice shall be deemed delivered upon the earliest date determined in accordance with the preceding subsection.

14.4. If the above provisions require notice to be delivered to more than one person (including a copy), the notice shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.

15. **Assignment.**

15.1. Assignment.

15.1.1. GlassHouse shall be entitled to assign its rights and obligations under this Agreement as to one or more Projects to a parent, subsidiary, or affiliated entity in which GlassHouse or its members are the management authority and are members or interest holders, including but not limited to, a single-asset entity or joint venture entity. The foregoing or any other provision of this Agreement, GlassHouse shall not be entitled to assign its obligation to maintain its Headquarters on the Property in order to receive the payments provided for in Section 5.11.

15.1.2. Other than as provided for in Section 15.1.1, any assignment of GlassHouse's rights and obligations as to one or more Projects which is made prior to Completion of such Project shall require the consent of the City, which may be withheld or conditioned by the City in its sole discretion.

15.1.3. Otherwise, GlassHouse shall be entitled to assign its rights and obligations under this Agreement as to one or more Projects.

15.2. GlassHouse shall provide notice of a permitted assignment to the City prior to or simultaneously with making the assignment. The notice of assignment shall provide all information to the City sufficient for the City to verify that the assignment is a permitted assignment under Section 15.1 and the assignee's address for the purposes of notice under Section 14 of this Agreement. Upon the City's confirmation that the assignment is a permitted assignment, the City Manager shall execute a document acknowledging the City's acceptance of such assignment.

15.3. Upon any assignment, the rights and obligations contained herein shall be binding on successors in interest to the affected portion of the Property and, as applicable, the Option Parcel, and the terms and conditions of this Agreement shall bind and inure to the benefit of the parties hereto and any respective successors and assigns.

15.4. In the event of an assignment hereunder:

15.4.1. The assignee will have all rights and obligations of GlassHouse as to the Project that is the subject of the assignment.

15.4.2. The assignee shall be entitled to amend or terminate the provisions of this Agreement that concern the assigned Project without the necessity of joinder or consent of GlassHouse or any assignee of any other Project, provided that no such amendment or termination shall amend the rights or obligations of GlassHouse, or concerning any other Project or other portion of the Property or Option Parcel, without joinder or consent of the affected party.

15.5. By executing this Agreement, GlassHouse agrees, and by accepting any assignment, each assignee agrees, the foregoing provisions of this Section concerning the ability of an assignee to amend or terminate this Agreement as to the Project assigned to the assignee.

16. **Amendment.** The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

17. **City's Police Powers.** Nothing in this Agreement shall serve to affect or limit the City's police powers in the exercise of zoning or land development decisions or other governmental action associated with the proposed redevelopment of the Property or the Option Parcel, as applicable, or any development order associated therewith.

18. **Sovereign Immunity.** Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law.

19. **Resolving any Invalidity.** The City, the CRA and GlassHouse hereby agree that in the event this Agreement or the economic incentives described herein are ever challenged by any person and held to be invalid by a court of competent jurisdiction, each will cooperate with the other, in good faith, to resolve the invalidity or pursue a valid alternative means to secure a substantially similar and equitable financial arrangement which the parties acknowledge was the inducement for GlassHouse undertaking the Projects.

20. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

21. **Severability.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal or unenforceable.

22. **Relationship.** This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture among the City, the CRA and GlassHouse, or any of them. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party acknowledges that the other party hereto is not acting as a fiduciary for nor as an adviser to it in respect of this Agreement.

23. **Personal Liability.** No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the City, the CRA or GlassHouse in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of GlassHouse, the City or the CRA hereunder.

24. **Exclusive Venue.** The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of or concerns or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in Volusia County, Florida.

25. **JURY WAIVER.** EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

26. **Recording.** Except as expressly provided for herein, neither this Agreement nor any memoranda hereof, shall be recorded in the Public Records of Volusia County, Florida.

27. **Counterparts; Copies.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which shall together constitute one and the same instrument. Additionally, signed facsimiles shall have the same force and effect as a signed original, and, in lieu of an original, any party hereto may use a photocopy of this Agreement in any action or proceeding brought to enforce or interpret any of the provisions contained herein.

28. **Language.** Whenever used in this Agreement: the singular form of a term or phrase shall include the plural and the plural of a term or phrase number shall include the singular, and the use of any gender shall include all genders where the context permits; references to Sections shall include all subsections (and other divisions) thereunder; the word "or" may be read "and," if the context permits or requires it; and the words "include," "includes," "including" shall be deemed to be followed by the phrase "without limitation."

29. **Attorney's Fees.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement; or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement; then the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable

as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

30. **Successors and Assigns.** All covenants, Agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.

31. **Waiver.** A failure to assert any rights or remedies available to a party under the terms of this Agreement shall not be deemed a waiver of such rights or remedies, and a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.

32. **Construction of Agreement.** Each party acknowledges that all parties to this Agreement participated equally in the drafting of this Agreement and that it was negotiated at arm's length. Accordingly, no court construing this Agreement shall construe it more strongly against one party than another.

33. **Exhibits.** Any exhibits attached to this Agreement shall, by this reference, be incorporated into this Agreement.

34. **Further Action.** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.

35. **No Third Party Beneficiaries.** No person or entity other than GlassHouse, the City and the CRA and their respective assigns are intended beneficiaries of this Agreement, and no person or entity other than them shall have any right to enforce the terms of this Agreement or claim any benefit of this Agreement.

36. **Time.** Time is of the essence of all of the provisions and terms of this Agreement.

37. **Entire Understanding.** This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties with the exception of those specific provisions of a PD Agreement which, to the extent of conflict herewith, shall control over this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

THEREFORE, the parties have executed this Agreement on the Effective Date set forth above.

Signed, sealed and delivered in the presence of:

Vickie Belanger
Witness 1

Vickie Belanger
Print Name of Witness 1

Witness 2

Teri Byrnes
Print Name of Witness 2

THE CITY OF DELAND, FLORIDA, a Florida municipal corporation

By: _____
Robert F. Apgar, Mayor

Attest:

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

Date: 7.9.2020

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 9th day of July, 2020 by ROBERT F. APGAR, Mayor and JULIE A. HENNESSY, City Clerk-Auditor, respectively, of the City of DELAND, Florida, a chartered municipal corporation, on behalf of the City, who are personally known to me or who have produced _____ as identification.

Julie A. Hewitt
Notary Public
Commission No.: GG908791

JULIA M. HEWITT
MY COMMISSION EXPIRES DECEMBER 29, 2023
#GG 908791
Notary Public Underwriters
Bonded thru
NOTARY PUBLIC, STATE OF FLORIDA

Approved as to legal form:

By: _____
Darren J. Elkind, City Attorney

Signed, sealed and delivered in the presence of:

THE DOWNTOWN COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DELAND, FLORIDA, organized under Chapter 163, Part III, Florida Statutes

Vickie Belanger
Witness 1

By: _____
Robert F. Apgar, Chair

Vickie Belanger
Print Name of Witness 1

Attest:

_____
Witness 2

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

Teri Byrnes
Print Name of Witness 2

Date: 7.9.2020

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 9th day of July, 2020 by ROBERT F. APGAR, Chair of the Community Redevelopment Agency of the City of DeLand organized under Chapter 163, part III, Florida Statutes, on behalf of the Agency, who is personally known to me or who has produced _____ as identification.

JULIA M. HEWITT MY COMMISSION EXPIRES DECEMBER 29, 2023 #GG 908791 Notary Public Underwriters Bonded thru NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Public
Commission No.: GG908791

Approved as to legal form:

By: _____
Darren J. Elkind, City Attorney

Signed, sealed and delivered in the presence of:

GLASSHOUSE SQUARE, LLC, a Florida limited liability company

Witness 1

By: _____ Jr
Managing Member

Tasheldan Starke
Print Name of Witness 1

Date: 7/6/20

Witness 2

Kristen Sparks
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6 day of July, 2020 by Michael L Poelec, a Florida resident, as managing member of GlassHouse Square, LLC, who is personally known to me or who has produced FLDL P642-552-82-166-0 as identification.

DUSTIN KALMBACH
MY COMMISSION #GG283115
EXPIRES: DEC 11, 2022
Bonded through 1st State Insurance

Notary Public
Commission No.: GG283115

EXHIBIT A

(Legal Description for the Property)

That portion of Lot 3, Block 3, Howry's Addition to DeLand, as recorded in Deed Book "G", page 701, Public Records of Volusia County, Florida, lying West of the Westerly line of Miller Hardware Company's Re-subdivision Map Book 5, Page 156 of aforesaid Public Records, Less any portion lying within the Rights of Way of New York Avenue, a 66 foot wide R/W, and Georgia Avenue (F.K.A. Short Street). Together with that portion of Lot 4, Block 3, Howry's Addition to DeLand, as recorded in Deed Book "G", page 701, Public Records of Volusia County, Florida, lying East of the following described line; Beginning at a point on the South line of West New York Avenue, as now laid out 66 feet wide, said point being 191.9 feet East of the center line of S. Florida Avenue, said point also being 57 feet East of the established and recognized Northwest corner of said Lot 4, Block 3, Howry's Addition to DeLand, thence South at right angles to West New York Avenue 274.7 feet, more or less, to a point on the North side of Shore Street sometimes called Georgia Avenue, which point is 184.45 feet East of the center line of S. Florida Avenue, and 57 feet East of the Southwest corner of said Lot 4, Block 3, Howry's Addition as established and recognized and marked by an iron pipe.

Property Appraiser's Tax Parcel No. 7016-01-03-0030

EXHIBIT B

(Legal Description for the Option Parcel)

The Northeast ¼ of Lot 7, Block 3 and the West ½ of Lot 7 except the South 157.7 feet, Block 3, Map of Howery's addition to DeLand, Deed Book "G", Page 701, Public Records of Volusia County, Florida.

Property Appraiser's Tax Parcel No. 7016-01-03-0070

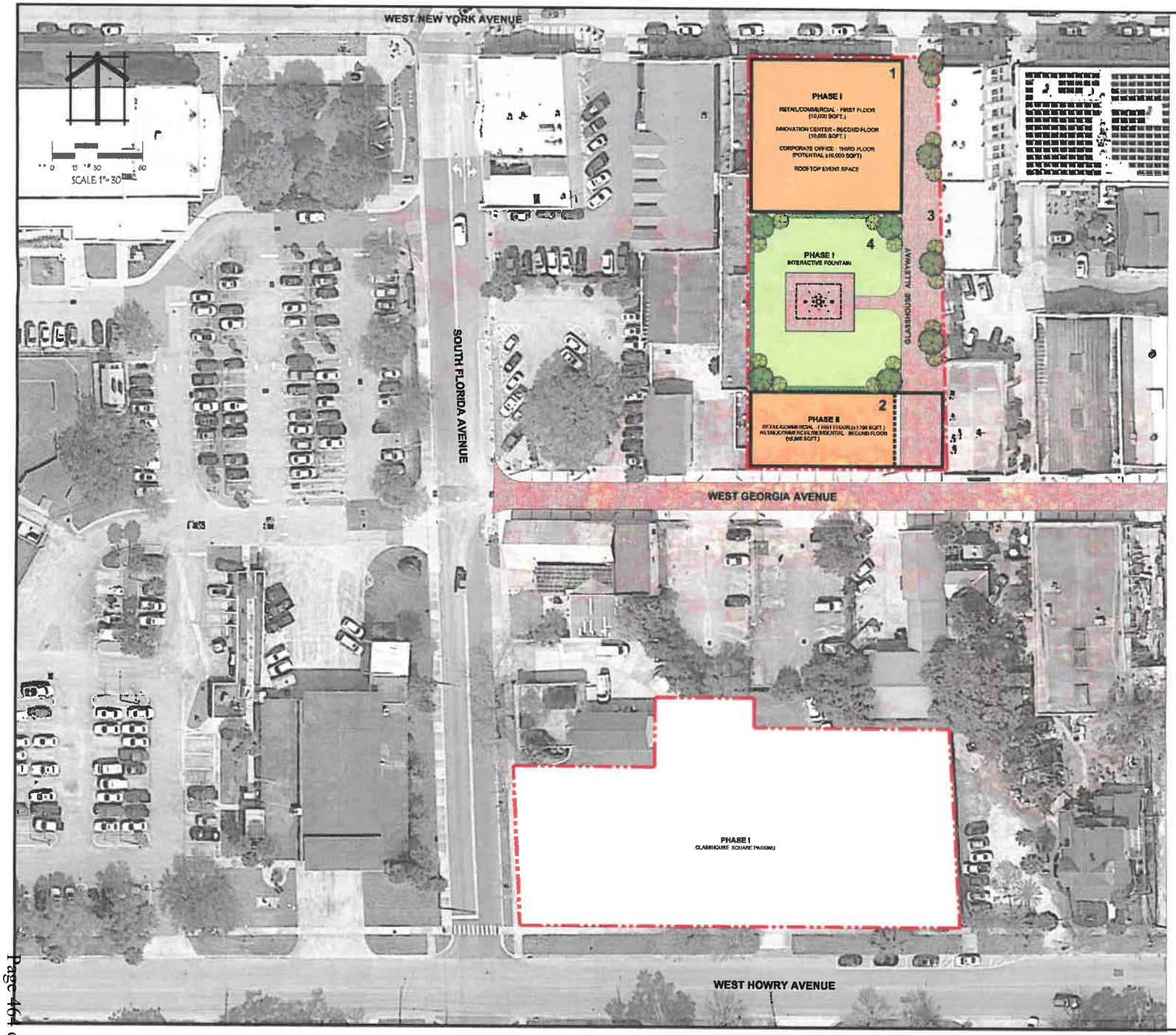


EXHIBIT C

No. 1 (Phase I)
BUILDING No. 1 (±30,000 SQFT)
- RETAIL/COMMERCIAL - FIRST FLOOR (10,000 SQFT.)
- INNOVATION CENTER - SECOND FLOOR (10,000 SQFT.)
- CORPORATE OFFICE - THIRD FLOOR (POTENTIAL ±10,000 SQFT)
- ROOFTOP EVENT SPACE

No. 2 (Phase II)
BUILDING No. 2 (±8,500 SQFT)
- RETAIL/COMMERCIAL - FIRST FLOOR (±3,500 SQFT.)
- RETAIL/COMMERCIAL/RESIDENTIAL - SECOND FLOOR (±5,000 SQFT.)

No. 3 (Phase I)
GLASSHOUSE ALLEYWAY
- PEDESTRIAN CONNECTION BETWEEN WEST GEORGIA AVENUE AND WEST NEW YORK AVENUE

No. 4 (Phase I)
AMENITY AREA
- INTERACTIVE FOUNTAIN
- VENDORS

PRELIMINARY SITE PLAN AND PARKING

GLASSHOUSE SQUARE

PLANNING DEPARTMENT STAFF REPORT
TO
THE CITY OF DELAND PLANNING BOARD

July 20, 2022
Continued from June 15, 2022

A. APPLICATION NO.: Z21-186 Glass House Square

APPLICANT: Frank Ford, Jr., Landis Graham, French P.A.

REQUEST: The applicant is requesting to amend the zoning
From: City C-2A&H (Downtown Commercial)

To: Glass House Square PD

Note: *This property is also located within the Downtown Historic District Overlay*
Change of Zoning C-2A&H to Glasshouse Square Planned Development

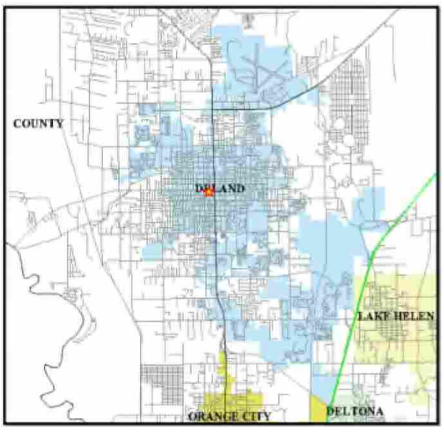
Developer is implementing provisions set forth in acquisition and redevelopment agreement (ADA) executed by city of DeLand and Glasshouse Square, LLC on July 9, 2020.

APPLICABLE ORDINANCES:
Article XII ADMINISTRATION AND ENFORCEMENT
Sec. 33-135 – Procedure for text amendments and rezoning

Location: 130 W. New York Ave.
Downtown Support Design District

Parcel Size: 0.868± acres

Existing Use: Vacant



B. ANALYSIS:

The site currently consists of a single structure that was the former location of the County jail. Ultimately, the applicant will be demolish the structure and now wishes to have the property rezoned to the Glasshouse Square PD (Planned Development). The property could be developed in as many as 2 phases and will include a maximum of 5 residential units as well as a number of other potential commercial and office uses.

The development of the property will be guided by the development agreement provided and includes the provision of on-site and offsite parking, will follow the sign plan that is provided, will include a green square/water feature and comply with architectural standards that maintain consistency with the character of the historic downtown area. The property is currently subject to the Downtown Historic Overlay and will remain so

despite the request to rezone the property to a planned development.
Section 33-135 provides the following criteria, which the City Commission shall utilize in reviewing a rezoning request:

1. Is the proposed rezoning consistent with the Comprehensive Land Use Plan, the land use, zoning pattern and character of the surrounding area?

The Land use designation for this property is Downtown Commercial. As outlined in the city's comprehensive plan, the policy guidelines state:

> Land uses shall be mixed whenever possible to provide diversity. Major categories should include institutional/governmental office, commercial and retail, cultural, and residential. New developments shall be coordinated, even among separate developers, in order to develop a site/structure unity. In general, retail commercial uses shall be encouraged on the ground floors that front on to streets. Offices and residential should be encouraged to locate above the active ground floor.

The existing zoning designations are described as follows:

City of DeLand: C-2A Downtown Commercial

33-17.17. *C-2A—Downtown Commercial District.*

(a) *Statement of intent.* The purpose of this zoning district is to provide for residential, retail, and service needs of the Central Business District (CBD). The list of permitted uses contains those land uses that are oriented to the downtown area.

City of DeLand: H Historic

Sec. 33-34. - *Historic districts and landmarks.*

3-34.01. *Generally.*

(a) *Statement of intent.* The intent of the following regulations is to serve the best interest of the health, safety, prosperity and welfare of the citizens of DeLand by:

1. Protecting, enhancing and perpetuating historic resources that represent or reflect elements of the city's cultural, social, economic, political and architectural history.
2. Stabilizing and improving property values through the revitalization of older residential and commercial properties and neighborhoods.
3. Fostering an awareness and pride in the accomplishments and achievements of the past.
4. Protecting and enhancing the city's historic attractions to residents, tourists and visitors which in turn serve to stimulate the local economy and draw new business and industry.
5. Enriching the quality of life in DeLand by fostering knowledge of the living heritage of the past.
6. Conserving existing housing stock and extending the economic life of housing units through the rehabilitation of such units under housing and neighborhood redevelopment programs.

(b) *Statement of purpose.* The city commission shall identify, evaluate, recognize, preserve and protect historical land archaeological resources within the city limits of DeLand, in the best interest of the health, safety, prosperity and welfare of the citizens of DeLand by:

1. Creating a historic preservation board with the power to effectively administer the duties provided for herein.

2. Developing a process to designate individual properties (buildings, structures, sites, objects) and groups of properties (districts) as historically significant.
3. Protecting the integrity of designated historic resources by requiring a review of proposals to add to, demolish or in any way alter the exterior historic fabric of such resources.
4. Encouraging historic preservation by providing technical assistance and financial incentives.
5. Obtaining certified local government status as provided for in the National Historic Preservation Act of 1966, as amended in 1980 (P.L. 96-515) and as procedures dictate in 36 C.F.R. 61 (1987).

The proposed zoning designation is generally described as follows:

Glasshouse Square PD – Planned Development

33-17.22. *PD—Planned Development District.*

(a) Statement of intent. The Planned Development District is intended to provide a method for consideration and approval of unique zoning districts for individual Planned Developments (PD) which are not provided for or allowed in the zoning districts otherwise established by this chapter. See also: section 33-32, Planned Development District and section 33-133, Review of Planned Development Plans.

A development agreement has been written to outline the unique zoning requirements by which the development will be constructed. For the sake of camparison, the chart below lists some of the lot and building requirements of the existing and proposed zoning categories:

Lot & Bldg Reqmts.	C-2A	Glasshouse Square PD
Min. lot area	n/a	n/a
Min. width	n/a	n/a
Setbacks	n/a	
Front	n/a	10 ft. along New York/Georgia
Rear	n/a	
Sides	n/a	
Perimeter bldg.		5 ft. min. on East, none on North, South, West.
Max density	20 upa	5 units max.
Min. floor area		Bldg 1 - not less than 2 stories, not less than 20,000 gross sq. ft.
		Bldg 2 - not less than 2 stories, not less than 7,.000 gross sq. ft.
Efficiency	425 sf	
1 BR	525 sf	
2+ BR	725 + 150/add'l BR	
Max. lot coverage	n/a	100%
Max. bldg height	80 ft	Bldg 1 - Max. 2 stories + rooftop space, not more than 60 ft. above FFE
		Bldg 2 - Max. 2 stories , not more than 40 ft. above FFE
Landscaping		None required
Building separation		None required

2. Will the proposed rezoning have an impact upon the environment or natural resources?

Rezoning of the property will only amend the permitted uses of the property and not impact the environment or natural resources. The property is located within the heart of the downtown and for the most part has no environmental resources to speak of.

3. Will the proposed rezoning have an impact upon the economy of the affected area?

The property is currently vacant contributes only marginally to the tax base. The rezoning action will spur the development of commercial and residential uses on the site that will have an impact upon the economy.

4. Will the proposed rezoning have an impact upon governmental services?

The rezoning action will not impact governmental services. The property is located within the urban area and such services are already provided. No new services are anticipated to be required because of the rezoning action.

5. Are there changes in the circumstances or conditions affecting the area since the original assignment of zoning that will support the proposed zoning?

This building has been vacant and unused for a number of years. The City of DeLand obtained the site from the County in order to facilitate redevelopment. Immediately to the east of the site is located the area known as Artisan Alley, the location for regular pedestrian retail and social events as well as Georgia Ave. which has been redeveloped to curtail vehicular use as necessary to allow pedestrian activity as well. The redevelopment of this site will be a continuation of this type of activity in the area.

6. Was there a mistake in the original classification?

It does not appear that the classification was the result of a mistake because it is consistent with other zoning designations in the surrounding area.

7. Will the proposed rezoning have any effect upon the use or value of the affected area?

The proposed rezoning will permit virtually the same uses that the existing zoning with a few nuances as shown in the attached comparative list. New proposed uses are in keeping with uses that are permitted within the general area. Below is a table comparing the downtown commercial uses with the ones proposed under the PD development agreement.

C-2A	Type	GH Square PD
General/Professional Offices	P	General/Professional Offices
Financial Institutions	C20	Financial Institutions, but without drive through service
Medical office	P	Medical office
Drugstores and pharmacies	P	Drugstores and pharmacies, but without drive through service
Laboratories, hospitals and clinics	P	
Medical clinics over 5,000 square feet	P	
Nursing homes and adult congregate living facilities	P	
Veterinary clinics and pet grooming shops with overnight and/or outdoor boarding facilities and runs	C	
Mailbox and shipping shops	P	Mailbox and shipping shops
Copying, printing and lithography	P	Copying, printing and lithography
		Showroom commercial
Beauty salons, barbershops and day spas	P	Beauty salons, barbershops and day spas
Day care facilities, adult or child	P	Day care facilities, adult or child
Dry cleaning and laundry, retail	P	Dry cleaning and laundry, retail
Dry cleaning and laundry, self-service	P	
Mortuary, funeral homes and crematoriums	P	
Pet shops and pet grooming with no overnight boarding of animals	C	
Tailor shops and shoe repair	P	Tailor shops and shoe repair
Banquet facilities, catering services	P	Banquet facilities, catering services
		Event hosting
		Outdoor entertainment
		Outdoor consumpiton of alcohol
		Outdoor events including, without limitation, weddings, receptions, parties, farmers' markets, food trucks, outdoor markets, temporary vendor booths, concerts and festivals. These events may be open to the public or may be private.
Bed and breakfast inn	P	
Hotels or motels and associated accessory uses including restaurant and conference facilities	P	
Uses requiring a DBPR 3PS liquor license (package sales) or 4COP liquor license (bars, lounges, etc.)	E17	Uses requiring a DBPR 3PS liquor license (package sales) or 4COP liquor license (bars, lounges, etc.)
Package sales where beer and/or wine (no liquor) are sold for consumption off premises with DBPR 2APS license	C	Package sales where beer and/or wine (no liquor) are sold for consumption off premises with DBPR 2APS license
Restaurants including fast food and/or drive through facilities	C20	Restaurants ~~including~~ except fast food and/or drive through facilities
Restaurants and establishments serving alcohol requiring a DBPR 2COP, 3PS or 4COP license with special class	C	Restaurants and establishments serving alcohol requiring a DBPR 2COP, 3PS or 4COP license with special class
Bakery, pastry, gourmet, coffee and specialty beverage shops (retail)	P	Bakery, pastry, gourmet, coffee and specialty beverage shops (retail)
Bakeries wholesale, up to 1,000 square feet of floor area	C	
Convenience stores without gas pumps	P	Convenience stores without gas pumps
Furniture, appliances retail	P	Furniture, appliances retail
Furniture, appliances wholesale	P	
Grocery	P	Grocery
Retail sales	P	Retail sales
Used materials, sales or thrift shops; not including junk yards	P	Used materials, sales or thrift shops; not including junk yards
Multiple-family dwellings on the first floor	C*	
Residential dwelling units above the first floor or one residential	C	Residential dwelling units above the first floor (In Building 2, only)
Business colleges, professional or commercial schools	P	Business colleges, professional or commercial schools
Churches, houses of worship and religious institutions with	E5	
Government and public land uses and buildings	P	Government and public land uses and buildings
Private clubs and lodges	C9	
Museums	P	Museums
		Gallery (commercial)
discotheques	P	Music, dance, gymnasium, art school or studio, excluding discotheques
Parks, community and regional	E8	
Parks, mini and neighborhood	P	Parks, mini and neighborhood
Theatres and assembly halls	P	Theatres and assembly halls
		Research and Development facilities
		Pet supply store
Pest control and exterminating services	P	Craft beverage and food sales and production
		Craftsmen shops
Upholstering and reupholstering	P	
transmission towers	E6	
Commercial parking lots	P	
		All permitted uses within the C2-AH zoning district
		Other uses and structures of an accessory nature to the permitted uses listed above but not limited to shade structures, fixed awnings and porticos.

8. Will the proposed rezoning have an impact upon public health, safety and welfare?

City utilities are available for this property and new development is required to utilize the available water and water systems that are in place helping to maintain public health and the

area is served by police and fire. The rezone request will not adversely impact health, safety or welfare, however staff is still concerned about the location of the solid waste container and how it will be operated. Appears to be utilizing New York Avenue which is a heavily used roadway. The property is located within the developed urban core and the property is compatible with commercial/retail uses. This request is consistent with the area and not anticipated to adversely impact the area in that regard.

C. CONCLUSION:

This rezoning request aligns with the pattern of development in the surrounding area and will enhance the overall goals established for the downtown area including the provision of housing and the appropriate commercial use of the property.

The following comments were asked to be addressed by the Planning Board at their June meeting. The revisions are noted in bold **text** after each comment.

- Use engineering controls to mitigate risk during construction, in particular the impact from vibrations, for surrounding structures. Note: *the City will be including similar language in the agreement with the company that will be performing the demolition for the City.*

Suggested language is below for a new Section E(18) of Development Agreement:

E. 18. Mitigation of Risk to Surrounding Historic Structures. Construction of the Planned Development will occur in close proximity to several historic buildings. In order to mitigate the risk of damage to surrounding structures, the following strategies will be employed in connection with any construction activity undertaken on the Property.

1. Prior to commencement of any construction or demolition activities on the Property, a complete preconstruction survey of nearby historic buildings are required to document all existing conditions and possible concerns. This survey would include photographs, videos and engineering documentation all areas of the building (walls, foundations, roofing, plaster ceiling, etc.).

2. Methods of demolition and construction shall be used to limit vibratory action that could damage adjacent buildings. Pile driving and vibratory compaction shell be specifically prohibited.

3. During all phases of construction vibration monitoring shall be maintained at the edges of the Property adjacent to any historic structures.

4. The Developer shall permit independent review of the engineered construction documents, geotechnical investigation and utility reports by adjacent property owners in order to allow for collaboration aimed at limiting any potential damage to adjacent historic structures. **(Substitute Language has been added and will be reviewed by City Engineer and City Attorney prior to review by the City Commission)**

- Provide for maintenance easement along the east property line; **(Language has not been added)**
- Review if project creates opportunity to improve surrounding stormwater challenges; **(Proposed language allows for the city to provide additional storage above what may be required by SJRWMD)**
- Mandate public pedestrian walkway; **(walkway will be open 8AM to midnight, except during special events through separate agreement)**
- Insure design compatibility with downtown historic architecture by presenting to Historic Preservation Board; **(will be presented to the Historic Preservation Board in August for comments prior to Commission review, added prohibition of reflective glass on the first floor)**
- Identify a parking plan specifying where/when additional parking spaces will be available**; (parking to be decided through discussions with Commission)**
- Provide comparison between RFP and current plan; **(has not been provided, but development must be consistent with acquisition agreement)**
- Include noise ordinance clarity; **(noise attenuation will be provided for any residential units and unless specifically differentiated the residential portion of the building will use the residential noise level and not commercial, per Chapter 20-3. Noise limitations, Code of Ordinances)** and
- Work toward continuity with Artisan Alley. **(Language has been added to allow, but not to mandate as it must be between both parties, nothing in development agreement prohibits the interaction between the two properties)**

D. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward to the City Commission a recommendation of approval for the rezoning request, subject to revising the Development Agreement to addressing above comments.

1117 East Robinson Street
Orlando, Florida 32801
Phone: 407.425.0452
Fax: 407.648.1036
www.cphengineers.com

Memo

Date: August 26, 2021

To: Rick Werbiskis, AICP, Community Development Director

Organization: City of Deland, Florida

From: Javier E. Omana, CNU-a

Re: Parking Strategy, GlassHouse Square Project

CC: Alex Ford, Esquire

The following is our parking strategy for the project. This is based on our interpretation the City policies regarding parking within the downtown/historic/CRA CORE; existing and proposed parking inventory and the latest project architectural concept/program.

Framework

A. Section 33-91.03 (d) of City code allows for mixed use properties up to a 20% reduction in required parking.
B. Section 33-91.01 of City code allows for use of net square footage of the proposed structures to calculate the number of required parking spaces.
C. Section 33-91.03 (i) of City code allows for reduction of mixed use or joint use of parking spaces.
D. Section 33-91.03 (m) of City code allows for reduction or complete exemption from parking requirements for properties located within the Historic District.
E. 5/1,000 square feet parking spots provided for office and commercial.

Program Analysis

A. Building 1 Net Square Footage
   - Ground Floor: 9,328.98 SF (Commercial)
   - 2nd Floor: 9,274.56 SF (Office)

B. Building 2 Net Square Footage
   - Ground Floor: 3,434.00 SF (Commercial)
   - 2nd Floor: 4 Residential Units

Parking Analysis

A. Office – Building 1: 2nd Floor
   9,274.56 SF/1,00 SF x 5 = 46

B. Commercial – Building 1: Ground Floor
   9,328.98 SF/1,000 SF x 5 = 46

C. Commercial – Building 2: Ground Floor
   3,434 SF/1,000 SF x 5 = 17

D. Residential – Building 2: 6 Units
   1 - Studio: 1
   2 – 1 Bedrooms: 3
   1 – 2 Bedrooms: 2

Parking Available

Existing and proposed City parking spaces available:

1.	City Hall after hours:	123
2.	Georgia Avenue Lot:	42
3.	Former Fire Station Site (pending)	85
	Total Parking Spaces Available	250
4.	GlassHouse Square Parking	35
	Proposed Total Parking Available	*285*

Summary

GlassHouse Square parking required per City code calls for 113 parking spots. Given the unique nature of the project: in-fill redevelopment within the Historic District / CRA Application of referenced City parking sections, the parking space requirements for GlassHouse Square are:

A. The off-street parking requirement decreases due to the peak and non-peak demand characteristics of the mixed-use project.
B. The parking demand for the proposed uses do not overlap (office vs. retail/commercial).
C. Operating hours for the proposed retail/commercial uses experience their peak demand after hours (post 5:00 pm) allowing for off-street spaces allocated to Deltran HQ to be used for retail/commercial demand.
D. The proposed retail/commercial uses are not 'destination' uses drawing new patrons but drawing from the visitor/patron base utilizing the existing commercial establishments along the Georgia Avenue corridor.
E. City parking spaces available equal 250 spots. GlassHouse Square proposes to construct a 35-parking space lot to serve the office component. After hour parking spaces available to serve Georgia Avenue District are estimated to be 285.

Chapter 20 NOISE[1]

Sec. 20-1. Legislative findings; declaration of necessity.

It is found and declared that:

(1) The making and creating of excessive, unnecessary or unusually loud noises within the limits of the City of DeLand is a condition which has existed for some time and the amount and intensity of such noises is increasing;

(2) The making, creation or maintenance of such excessive unnecessary, unnatural or unusually loud noises which are prolonged, unusual and unnatural in their time, place and use affect and are a detriment to the public health, comfort, convenience, safety, welfare and prosperity of the citizens of the City of DeLand;

(3) The necessity in the public interest for the provisions and prohibitions hereinafter contained and enacted is declared as a matter of legislative determination and public policy, and it is further declared that the provisions and prohibitions hereinafter contained and enacted are in pursuance of and for the purpose of securing and promoting the public health, comfort, convenience, safety, welfare and prosperity and the peace and quiet of the City of DeLand and its inhabitants.

(Ord. No. 75-7, § 1, 7-7-75)

Sec. 20-2. Prohibitions.

It shall be unlawful, except as expressly permitted herein, to make, cause, or allow the making of any noise or sound which exceeds the limits set forth in this chapter.

(Ord. No. 75-7, § 1, 7-7-75)

Sec. 20-3. Noise limitations.

(a) *Definitions.* For the purpose of this section of this chapter, certain words and phrases used herein are defined as follows:

(1) A *band level* is the total sound level of all noise as measured with a sound level meter using the "A" weighting netword. The unit of measurement is the dB(A).

(2) *Decibel* is a unit of level equal to ten times the logarithm (base 10) of the ratio of any two quantities proportional to power.

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[1]Editor's note(s)—Sections 20-1—20-4 "Noise," adopted with the original codification, were deleted by the adoption on July 7, 1975, of § 1 of Ord. No. 75-7, which deleted the entire ch. 20 and substituted in lieu thereof ch. 20, §§ 20-1—20-7, "Noise."

Charter reference(s)—Authority of city to abate nuisances generally, § 21.

Cross reference(s)—Mechanical musical devices, § 8-6, et seq.; noise constituting disorderly conduct, § 21-8.

(3) *Sound pressure level,* in decibels, of sound is 20 times the logarithm to the base ten of the ratio of the pressure of this sound to the reference pressure, which reference pressure must be explicitly stated.

(4) *Sound-level meter* is an instrument including a microphone, an amplifier, an output meter, and frequency weighting networks for the measurement of noise and sound levels in a specified manner.

(5) *Noise level* is the sound pressure level as measured in dB(A) by a sound level meter.

(6) *Person* is any person, person's firm, association, copartnership, joint venture, corporation or any entity public or private in nature.

(7) *Emergency work* is work made necessary to protect persons or property from exposure to danger.

(8) All *time* referred to in this chapter shall be the then current legal time in the City of DeLand, Florida.

(9) *Daytime* is defined as 7:00 a.m. to 11:00 p.m. and "nighttime form 11:00 p.m. to 7:00 a.m. in commercial and manufacturing use occupancies. "Daytime" is defined as 7:00 a.m. to 10:00 p.m. and "nighttime" from 10:00 p.m. to 7:00 a.m. in residential use occupancies.

(10) All technical definitions are in accordance with American Standard S1. 1-1960 entitled "Acoustical Terminology".

(11) Plainly audible shall mean any noise produced by any source, or reproduced by a radio, audio equipment, musical instrument, sound amplifier or other mechanical or electronic sound making device that can be clearly heard by a person using his or her normal hearing faculties, at a distance as defined in subsection 20-4(c) from the property line or right-of-way line of the source of the noise. The detection of a rhythmic bass reverberating type of noise disturbance is sufficient to constitute a plainly audible sound or noise.

(b) *Classification of use occupancies.*

(1) *Classification.* For purposes of defining the "use occupancy", all premises containing habitually occupied sleeping quarters shall be considered in residential use. All premises containing businesses where sales, professional, or other commercial use is legally permitted shall be considered commercial use. All premises where manufacturing is legally permitted shall be considered manufacturing use. In cases of multiple use, the more restrictive use category shall prevail. Hospitals, schools, church areas, and Stetson University are considered residential. Any area not otherwise classified shall conform to commercial standards.

(2) Reserved.

Editor's note(s)—Former § 20-3(b)(2), concerning projection of noise, was repealed by Ord. No. 88-41, § 1, adopted Nov. 21, 1988.

(c) *Measurement of noise.*

(1) The measurement of sound or noise shall be made with a sound level meter meeting the standards prescribed by the American National Standards Institute, S1.4 American National Standard Specifications for Sound Level Meters. The instruments shall be maintained in calibration and good working order. A calibration check shall be made of the system at the time of any noise measurement. Measurements recorded shall be taken so as to provide a proper representation of the noise source. The microphone during measurement shall be positioned so as not to create any unnatural enhancement or diminution of the measured noise. A windscreen for the microphone shall be used at all times.

(2) The slow meter response of the sound level meter shall be used in order to best determine the average amplitude.

(3) The measurement shall be made at any point on the property into which the noise is being transmitted and shall be made at least three feet away from any ground, wall, floor, ceiling, roof and other plane surface.

(4) In case of multiple occupancy of a property, the measurement may be made at any point inside the premises to which any complainant has right of legal private occupancy; provided, that the measurement shall not be made within three feet of any ground, wall, floor, ceiling, roof, or other plane surface.

(5) All noise measurements provided for in this chapter will be made by designated officials of the city who are qualified to operate the apparatus used to make the measurements as provided for in this chapter.

(6) Noise in violation of subsection 20-4(c) shall be confirmed by a police officer. The police officer who hears a noise that may be plainly audible shall assess the noise by measuring the distance from the property line or right-of-way line of the source of the noise according to the following standards:

a. The primary means of detection shall be the investigating officer's normal hearing faculties, provided the investigating officer's hearing is not enhanced by any mechanical or medical device, such as a hearing aid.

b. The investigating officer shall have a direct line of sight and hearing to the real property that is the source of the noise so that the investigating officer can identify the offending source of such noise and the distance involved.

(d) *Tables of noise level limits.*

(1) *Table I.* Table I specifies noise level limits in dB(A) which if exceeded will have a high probability of producing permanent hearing loss in anyone in the area where the noise levels are being exceeded. No noise shall be permitted within the city which exceeds in duration or noise level that as stated in Table I as follows:

TABLE I
PERMISSIBLE NOISE EXPOSURES*

Duration per day, continuous hours	Noise level dB(A)
8	90
6	92
4	95
3	97
2	100
1 ½	102
1	105
½	110
¼ or less	115

*When the daily noise exposure is composed of two or more periods of noise exposure at different levels, their combined effect should be considered, rather than the individual effect of each. If the sum of the following fractions: C1/T1 + C2/t2 ... Cn/Tn exceeds unity, then, the mixed exposure should be considered to exceed the noise level limit value. Cn indicates the total time of exposure at a specified noise level, and Tn indicates the total time of exposure permitted at that level.

If the device producing the noise whose noise levels are in excess of Table I cannot be toned down so that the noise levels are less than those in Table I, then protection should be provided for those in the

area of the noise. The protection must reduce the noise level to below the limits of Table I and must not, itself, produce a safety hazard. Procedures must exist which guarantee that the people in the area of the noise will use the protection.

(2) *Table II.* Table II specifies noise level which represent limits which if exceeded interfere with the peace, quiet, and general welfare of the city and its inhabitants. No noise shall be permitted within the city which exceeds the noise level limits of Table II, except as expressly authorized by this chapter.

TABLE II
MAXIMUM ALLOWABLE NOISE LEVEL LIMITS IN dB(A) FOR
RESIDENTIAL, COMMERCIAL AND MANUFACTURING OCCUPANCIES

These levels may not be exceeded for more than three cumulative minutes out of any continuous 60 minute period.

District	Day (7:00 a.m. to 10:00 p.m.)	Night (10:00 p.m. to 7:00 a.m.)
Residential	61	55
	Day (7:00 a.m. to 11:00 p.m.)	Night (11:00 p.m. to 7:00 a.m.)
Commercial	66	60
Manufacturing	71	65

(e) *Motor vehicles.* It shall be unlawful to operate a motor vehicle, or combination of vehicles towed by such motor vehicle which creates a noise or sound which exceeds the noise level limits in Table II except when said vehicle(s) are traveling on public streets, highways, driveways, parking lots and ways open to vehicle travel. It shall be unlawful to operate a motor vehicle in such manner as to exceed the noise level limits of Table III when the vehicle is operating on public streets, highways, driveways, parking lots, and ways open to vehicle travel. Normal operation includes normal acceleration, deceleration and operation at maximum normal speeds in all gears and ranges up to the speed limits currently effective on those streets of the city over which the vehicles may be operated.

TABLE III
NOISE LEVEL LIMITS FOR MOTOR VEHICLES*

(1) *Trucks and buses.* Eighty-five dB(A) measured 50 feet from the source.

(2) *Passenger cars, motorcycles and other motor vehicles.* Seventy-nine dB(A) measured at 50 feet from the source.

*The measurement is made as the vehicle drives past. If the reading is above that listed in (1) or (2) of Table III at any time, the vehicle is in violation of the chapter. All distances are measured from center of vehicle or center of driving lane in which the vehicle is being driven.

(f) *Enclosed places of public entertainment.* It shall be unlawful to sustain in any enclosed place of entertainment to which the public is invited, including but not limited to, a restaurant, bar, cafe, discotheque or dance hall, any noise level equal to or in excess of the standards listed in Table I.

(g) *Exemptions.* The following uses and activities shall be exempt from noise level regulations except as listed in Table I:

(1) Air conditioners and lawn mowers are exempt from provisions of Table II of this chapter when this equipment is functioning in accord with the manufacturer's specifications and with all manufacturers' mufflers and noise reducing equipment in use and in proper operating condition.

(2) Nonamplified crowd noises resulting from the activities such as those planned by student, governmental or community groups.

(3) Construction operations for which building permits have been issued, or construction operations not requiring permits due to ownership to the project by an agency of government; providing such equipment is operated in accord with the manufacturer's specifications and with all manufacturers' mufflers and noise reducing equipment in use and in proper operating condition.

(4) Noises of safety signals, warning devices, and emergency pressure relief valves.

(5) Noises resulting from any authorized emergency vehicle when responding to an emergency call or acting in time of emergency.

(6) Noises resulting from emergency work as defined in section 20-3(A)(7).

(7) Any other noise resulting from activities of a temporary duration permitted by law and for which a license or permit therefor has been granted by the city in accordance with section 20-3(A). Regulation of noises emanating from operations under permit shall be according to the conditions and limits stated on the permit and contained in section 20-3(A).

(8) Noises made by persons having obtained a permit to use the streets are exempt from Table II.

(9) Any aircraft operated in conformity with, or pursuant to, federal law, federal air regulations, and air traffic control instruction used pursuant to and within the duly adopted federal air regulations shall be exempt from the provisions of section 20-3 as well as the other regulations of this chapter. Any aircraft operating under technical difficulties in any kind of distress, under emergency orders of air traffic control or being operated pursuant to and subsequent to the declaration of an emergency under federal air regulations are also exempt.

(10) All noises coming from the normal operations of railroad trains are exempt from Table II.

(h) *Special permits.* Applications for a permit for relief from the maximum allowable noise level limits designated in this chapter except from Table I may be made in writing to the city manager or his duly authorized representative. Any permit granted by the city manager hereunder must be in writing and shall contain all conditions upon which said permit shall be effective. The city manager, or his duly authorized representative may grant the relief as applied for under the following conditions:

(1) The city manager may prescribe any reasonable conditions or requirements he deems necessary to minimize adverse effects upon the community or the surrounding neighborhood, including use of mufflers, screens or other sound attenuating devices.

(2) *Permits for entertainment.* Permits may be granted for the purposes of entertainment under the following conditions:

a. The function must be open to the public (admission may be charged).

b. The function must take place on public property.

c. The permit will be given for only four hours in one 24-hour day.

d. The function must be staged between the hours of 9:00 a.m. and 12:00 midnight.

(3) *Other.* Special permits for nonentertainment special purposes may be issued under the following conditions:

a. i. If the special purpose related to the operation of a trade or business that the special purpose not be in the ordinary course of that trade or business; or

ii. If the special purpose does not relate to the operation of a trade or business, that the special purpose not be an ordinary event in the affairs of the applicant; and

b. If the special purpose be a recurring purpose, that it not recur more often than four times each calendar year; and

c. i. That the special purpose be absolutely necessary to the operation of the applicant's trade or business; or

ii. If the special purpose does not relate to the operation of a trade or business, that the special purpose be compatible with the ordinary activities of the neighborhood in which the special purpose is to occur; and

d. Except in emergency situations, as determined by the city manager, the special permit may be issued only for hours between 7:00 a.m. and 11:00 p.m. on weekdays; and

e. Special permits may be issued for no longer than one week, renewable by further application to the city manager.

(4) No permit may be issued to permit the use of any loudspeaker or sound device on the exterior of any building which at any time exceeds the noise level limits in Table II except those used for emergency warnings.

(Ord. No. 75-7, § 1, 7-7-75; Ord. No. 2019-41, §§ 1, 2, 12-2-19)

Cross reference(s)—Streets, sidewalks and other public places, Ch. 26.

Sec. 20-4. Noises prohibited; unnecessary noise standard; statement of intent; sworn complaint required.

(a) Some sounds may be such that they are not measurable by the sound pressure level meter or may not exceed the limits of Table I, II, or III, but they may be excessive, unnatural, prolonged, unusual and are a detriment to the public health, comfort, convenience, safety, welfare and prosperity of the residents of the City of DeLand.

Noises prohibited by this section 20-4 are unlawful notwithstanding the fact that no violation of section 20-3 is involved, and notwithstanding the fact that the activity complained about is exempt in section 20-3(g).

Thus, the following acts, among others, are declared to be loud, disturbing and unnecessary noises in violation of this chapter, but said enumeration shall not be deemed to be exclusive, namely:

(1) The sounding of any horn or signalling device on any automobile or other vehicle, except as a danger warning; the creation by means of any signaling device of any unreasonably loud or harsh sound; the sounding of any signaling device for any unnecessary and unreasonable period of time; and the unreasonable use of any signaling device.

(2) The using, operating, or permitting to be played, used or operated any radio, television, tape or record player, amplifier, musical instrument, or other machine or device used for the production, reproduction or emission of sound, any prolonged sounds made by people, and the keeping of any animal or bird which by causing frequent or long continuous noise in such manner as to disturb the public peace, quiet and comfort of the neighboring inhabitants or at any time with greater intensity than is necessary for convenient hearing for the person or persons who are in the room, vehicle, or chamber in which such sound emitter is operated and who are voluntary listeners thereto. Quieter standards are expected during the nighttime hours.

(b) Any person making a complaint under this section shall be required to sign a sworn complaint either prior to or immediately after an arrest is made, otherwise no such complaint will be honored.

(c) No person shall create on residentially zoned property a sound that is plainly audible at the time and distance requirements set forth in the following table:

Time of Day	Distance

7:00 a.m.—10:00 p.m.	300 feet or more
10:01 p.m.—6:59 a.m.	150 feet or more

(Ord. No. 75-7, § 1, 7-7-75; Ord. No. 2019-41, § 3, 12-2-19)

Sec. 20-5. Violations, warnings and penalties.

(a) (1) When a designated official of the city determines in compliance with subsection 20-3(c) that there is a violation of the noise level limits contained herein, he shall issue an official warning to the person or persons responsible for the noise. The warning shall advise the person or persons of the violation of the allowable noise limits, and of the possible penalty if they fail to reduce or eliminate the noise to such allowable limits.

(2) After the person or persons responsible for the noise are given such warning, a reasonable time to comply with the same shall be given. If the limits of Table I in subsection 20-3(d)(1) are exceeded a "reasonable time" is instanter. Absent special circumstances "reasonable time" (where Table I limits are not exceeded) as used herein is considered 15 minutes in the case of nonvehicular noise emitters and two calendar days for vehicular noise emitters.

(3) For the purposes of this section, it is sufficient warning for all prohibited noises if the person or persons responsible for any succeeding noises are warned of one offending noise of the same type per 24-hour period.

(b) (1) If the noise level is not reduced or eliminated to allowable limits within a "reasonable time" after the warning as prescribed in subsection 20-5(a), the person or persons so warned and not complying shall be arrested for a violation of this chapter and upon conviction shall be subject to the penalties designated in section 1-6 of the DeLand Code of Ordinances. Each day that such violation continues shall be considered a separate offense.

(2) Any person or persons responsible for an unlawful noise shall be subject to the loss of the noise emitter or emitters if they are convicted three times hereunder within a 12-month period and if the convictions were for noises created by the same or same type of noise emitter. Upon their third conviction the appropriate court shall confiscate said noise emitter or emitters and deposit them with the city manager until such time as the offender can positively demonstrate to the court his willingness and ability to operate the emitter within the limits prescribed by this chapter. Any further conviction shall result in permanent confiscation by the appropriate court.

(3) The city manager shall notify the operator of any device which produces noise in excess of the limits set by Table I, subsection 20-3(d)(1) that it is a health hazard. The city manager shall have the power and authority to have such devices removed or toned down instanter until such time as they can be otherwise operated in compliance with this chapter.

(c) The owner, tenant or lessee of property, or a manager, overseer or agent, or any other person or persons lawfully entitled to possess the property from which the offending noise is emitted and at which time the offending noise is emitted shall be responsible for compliance with this chapter, and each may be punished for violations of this chapter. It shall not be a lawful defense to assert that some other person caused such noise, but the lawful possessor of the premises shall be responsible for operating or maintaining such premises in compliance with this chapter and shall be punished whether or not the person actually causing such noise is also punished.

(d) (1) When a police officer determines in compliance with subsection 20-4(c) that there is a violation of the noise level limits contained therein, the officer shall issue a warning to the person or persons responsible for the noise. The warning shall advise the person or persons of the violation of the allowable noise limits, and of the possible penalty if they fail to reduce or eliminate the noise to such allowable limits. The officer shall

document the warning in writing, recording the date, time, property address, and name or identity of the person given the warning.

(2) After the person or persons responsible for the noise are given such warning, a reasonable time to comply with the same shall be given. A reasonable time shall generally be deemed immediately or so long as it would take a reasonably diligent person to reduce the noise level.

(3) If the noise level is not reduced or eliminated to allowable limits within a "reasonable time" after the warning as prescribed in subsection 20-5(d)(2), or if the person or persons so warned comply with the warning, but violate subsection 20-4(c) again within four hours of the first warning, the person or persons so warned and not complying shall either be arrested or the officer shall forward a criminal complaint to the office of the city attorney for a violation of this chapter and upon conviction shall be subject to the penalties designated in section 1-6 of the DeLand Code of Ordinances.

(4) The following penalties apply to violations of subsection 20-4(c):

a. First violation: warning (unless the warning is not complied with in which case arrest may be made pursuant subsection 20-5(d)(3);

b. Second violation within 12 months of initial warning: $250.00 civil citation;

c. Third violation within 12 months of initial warning: $500.00 civil citation with mandatory court appearance;

d. Fourth violation within 12 months of initial warning: constitutes a misdemeanor criminal violation of this chapter subject to the penalties designated in section 1-6 of the DeLand Code of Ordinances.

(Ord. No. 75-7, § 1, 7-7-75; Ord. No. 2019-41, § 4, 12-2-19)

Sec. 20-6. Additional remedy; injunction.

The operation or maintenance of any device, instrument, vehicle or machinery in violation of any provisions hereof which endangers the comfort, repose, health and peace of residents in the area is declared to be a public nuisance and may be subject to abatement summarily by a restraining order or injunction issued by a court of competent jurisdiction.

(Ord. No. 75-7, § 1, 7-7-75)

Sec. 20-7. Manner of construction.

It is the intention of the city commission that each separate provision of this chapter shall be deemed independent of all other provisions herein, and it is further the intention of the city commission that if any provisions of this chapter be declared to be invalid, all other provisions thereof shall remain valid and enforceable.

(Ord. No. 75-7, § 1, 7-7-75)

WJE

PRIMER

An Overview of Risks in Adjacent Demolition and Construction

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With effective planning and communication, the risks of demolition and construction next to existing buildings can be evaluated and managed, reducing the likelihood of damage and disputes between adjacent property owners. Many of the same physical risks also apply where a building is demolished or constructed next to an existing one with the same owner.

Planning for new building projects should consider the impacts of demolition, excavation, dewatering, and construction on adjacent buildings.

Construction activities next to existing buildings are a common occurrence, not only in urban environments where buildings adjoin property lines or share party walls, but also in many projects involving building additions. Demolition, excavation, dewatering, and construction carry greater risk of causing damage when performed close to existing buildings (Figure 1), especially if the new building is taller or extends deeper into the ground than its predecessor. New buildings can also move differently in response to wind or earthquake loading, redirect the flow of water from precipitation, or alter the pattern of snow drift formation, creating new demands that existing buildings might not have the capacity to accommodate.

The Need for Communication

The risk of damage to existing buildings is typically lower on projects where adjacent property owners proactively communicate, where experienced design professionals are engaged to evaluate risks and develop mitigation strategies, and where qualified contractors are hired to implement them. A peer review of the proposed adjacent design can identify potential risks to the adjacent property. Mitigation strategies often include monitoring of building movement and/or ground vibration, which could be performed by a design professional, subcontractor, or third-party consultant. It is recommended that owners of existing buildings retain their own consultants for an independent review of the risk mitigation strategies proposed by the new building design team and any issues that arise during project execution.

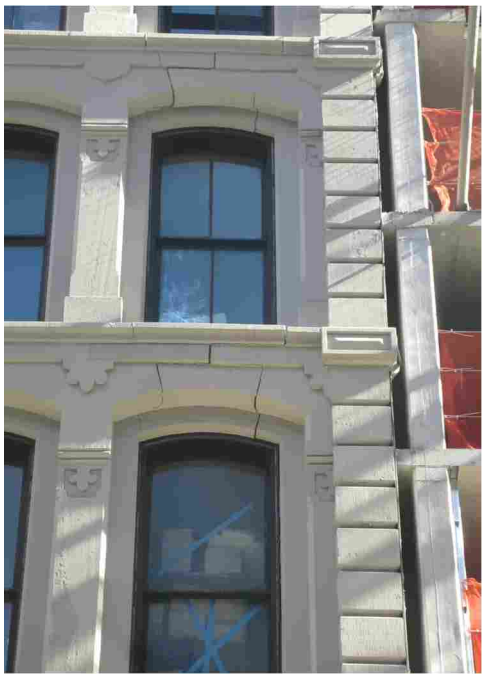

Figure 1. Cracking and displacement of existing stone arches due to foundation settlement associated with adjacent construction. New floor slabs also extend into a required seismic gap, where they can apply damaging earthquake loads to the existing building.

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An Overview of Risks in Adjacent Demolition and Construction (CONTINUED)

Figure 2. Inadequately secured sheets of plywood, intended for roof protection, can be dislodged by wind. This city's building code requires the plywood to be fastened over a layer of scaffold plank.

Figure 3. Installation of seismograph (at right) and monitoring data logger (at left) in progress at foundation wall of existing building.

The property owner and design team for the new building should be aware of the vulnerabilities of existing buildings and minimum building code requirements for protection of adjacent properties (Figure 2). Experienced consultants and knowledgeable attorneys can help inform existing building owners about their rights to protection and their duties to provide access for installing monitoring and protection measures. These rights and duties are established in the building code and can be further defined through legal contracts such as a license or access agreement between adjacent property owners. In some instances, these agreements include payment of a license fee by the developer for use of an adjacent property.

Although consultants and attorneys should remain involved throughout the duration of a project, it is critical to engage them during the planning phase to help set expectations, limit miscommunication, and mitigate risks posed by demolition, excavation, dewatering, and construction.[1] Negotiating an access agreement requires adjacent property owners to achieve compromise on the scope of monitoring and protection measures, which may increase project cost but reduce the risk of even greater expenditures in the event of damage or collapse. Access agreements should include provisions for independent review of all proposed construction details affecting the existing building, including those discussed in the following sections. Failure to reach an agreement may result in litigation, with the new building project proceeding without communication between parties. In some cities, failure to reach an agreement can result in the responsibility for underpinning and other protections being assigned to the owners of existing adjacent buildings.

If the opportunity for communication is missed during project planning, e.g., due to adversarial relationships or limited knowledge of building code requirements, schedule and budget pressures may discourage consideration of risk mitigation measures, or make them more challenging or costly to implement, once work is under way. Also, the rising new building can obstruct access to existing walls along property lines, making it significantly more difficult and expensive to perform needed bracing or weatherproofing work. Although it may still be possible to mitigate risks to existing buildings later in the project, this often comes at an increased cost due to litigation, work stoppage or delay, and inefficient out-of-sequence work.

Typical Risks and Mitigation Strategies

Project plans should anticipate how the new building could impact adjacent properties, not only during demolition, excavation, and construction, but also in its completed state. Typical risks and mitigation strategies to be considered by the new building design team, and the adjacent property owners and consultants reviewing their work, include the following:

Preparation: Before starting work, monitoring of background (ambient) vibrations, pre-construction condition assessments of existing buildings, installation of crack width gauges or monitors, and optical surveying or laser scanning can identify vulnerabilities and set a baseline for evaluation of any subsequent reports of adjacent building movement or damage. Some building codes include limits on building movement and vibration. For existing buildings of exceptional sensitivity or significance, preemptive stabilization or bracing, temporary removal of fragile contents, or lower-than-typical movement and vibration limits may be appropriate.[2] Access should be arranged for installing monitoring and protection measures before work begins (Figure 3).

Demolition: Where demolition is necessary to clear the site for the new building, plans should consider limiting vibration from demolition equipment and falling material, protecting lower roof surfaces and adjacent areas from uncontrolled debris, carefully removing joists from party walls and filling the resulting pockets, and preventing collapse due to structural instability

An Overview of Risks in Adjacent Demolition and Construction (CONTINUED)

Figure 4. Timber sheeting at underpinning approach pit with adjacent areas improperly excavated alongside the existing foundation, increasing the risk of soil movement.

as bracing elements are removed. If temporary backfill of the basement or cellar is required after demolition, existing adjacent foundation walls should be evaluated and braced as necessary to resist lateral earth pressure imposed by the backfill. Water management measures, such as pumps with backup power, should be considered to prevent water from precipitation, dust control, or other construction operations from collecting in open cellars and infiltrating through foundation walls of adjacent buildings. Existing wall surfaces and roof edges exposed by demolition should be assessed for air and water penetration resistance and weatherproofed, at least for the duration of temporary exposure, if not also to provide a continuous weathertight building envelope for each adjacent building.

Excavation and Foundations: Removal of soil from beneath an existing foundation (undermining) is generally unacceptable, except in controlled underpinning operations. Excavating vertically downward alongside an existing foundation (Figure 4) should also be avoided, as it removes lateral support provided by the soil beneath or adjacent to the foundation, which may slide downward or buckle outward into the excavation. Excavation support systems (e.g., sequential underpinning with concrete piers, soldier piles with timber lagging, secant piles, and soil berms or benches) and associated dewatering schemes should be selected to keep vertical and lateral soil movement within acceptable limits. Equipment for installing excavation support systems, drilling or driving deep foundation elements, and removing rock should be selected to prevent excessive vibrations from damaging adjacent buildings. Water management measures should be considered to prevent precipitation, groundwater, drilling fluids, and water leaking from utility lines from infiltrating through foundation walls of adjacent buildings, promoting settlement of supporting soil, or causing erosion of soil berms or benches within the excavation.

Superstructure Construction: The risks of adjacent building movement and damage due to foundation settlement or lateral displacement may decrease once the new building's foundation walls are braced by the permanent structure of the first floor, allowing monitoring to be reduced or discontinued. However, it may be prudent to continue some monitoring until after the new building is "topped out," as the increasing dead load on its foundations may cause additional settlement of soil supporting the foundations of adjacent buildings. Building code may also require horizontal separations, also called seismic gaps, to allow new and existing buildings to displace independently in response to wind and earthquake forces without impacting each other or transferring loads between lateral force-resisting systems. Required separations may be filled with compressible material but should be clear of rigid protrusions that reduce their width. As in the demolition phase, the need to protect lower roof surfaces and adjacent areas from falling material should be considered.

Building Interfaces: Vertical and skyward-facing interfaces between new and existing buildings should be detailed to exclude water and vermin. Where the new building rises above adjacent buildings, existing roof drainage systems should be evaluated for additional flow from precipitation running down rising walls onto lower roof surfaces (Figure 5). Existing roof structures should be evaluated for the additional weight of snow sliding from higher roof surfaces or forming drifts against rising walls. The need for extending or redirecting existing chimney flues, exhaust ducts, plumbing vents, fire escapes, means of egress, and similar items should also be evaluated. Openings in walls covered by the new building typically require infill; fire resistance considerations may apply to the detailing of infill or to the protection of existing openings in adjacent walls.

Figure 5. This interface between a rising wall and an existing roof will require careful detailing to exclude water. Any active chimney flues will also need to be extended above the new, higher roof line.

An Overview of Risks in Adjacent Demolition and Construction (CONTINUED)

Figure 6. Former shared wall following demolition of existing building, with short lengths of steel channel attached to anchors bracing the masonry to floor structure at each level.

Additional Considerations for Party Walls

Party walls, also known as shared walls, are located along property lines and provide support shared by the buildings on either side. If the building on one side is demolished, the party wall must be maintained in good condition to provide continuing support to the adjacent building (Figure 6). Responsibilities related to party walls may be defined in the building code, property easements, and/or access agreements.

Party walls are common in rows of homes or small commercial buildings that were built concurrently and intended to function together as one structure. As with many structures constructed prior to the development of modern building codes, row structures were not designed to resist wind pressure and other lateral loads. Instead, designers or builders chose wall thicknesses and floor and roof joist sizes and spacings based on empirical rules, which would allow relatively slender party walls with as little as two wythes (vertical layers) of brick masonry between adjacent buildings in a row.

In row structures, party walls carry primarily gravity loads, are not exposed to wind pressure, and are braced against buckling by the floor and roof joists on both sides. The combined length of the front and rear facades helps compensate for the lateral resistance lost to door and window openings and gives the group a greater lateral resistance than the sum of its parts, which is known as the "bookend effect."

The demolition of one or more buildings in a row structure can have several negative impacts on structural stability.[3] The removal of floor and roof joists from one side of a party wall often means that the wall is no longer effectively braced against buckling in that direction, unless joist-to-wall anchors are installed as demolition proceeds. The resulting discontinuity in the front and rear facades disrupts the "bookend effect," reducing the overall lateral resistance of the buildings that remain.

Disruption of the "bookend effect" can occur even when a building is removed from the end of a row structure, as the connections between front and rear facades and party walls at the interior of a row are typically not as strong as the exterior wall corners of end units. Disturbance of masonry at facade-to-party wall intersections during demolition can also reduce the bracing of party walls against buckling. Given that party walls were typically built of lower-quality materials not intended for exposure to weather, exposure by demolition can result in rapid deterioration of masonry, deterioration of wood framing embedded in masonry, moisture infiltration, and damage to interior finishes.

Bracing and waterproofing are typically recommended when existing party walls are exposed, especially if the new building is structurally independent and separated from adjacent buildings. If a former party wall is not properly anchored to the remaining floor and roof joists after the corresponding joists are removed from the opposite side, it could buckle into the gap between the buildings and/or collapse. While it may be less disruptive to install joist-to-wall anchors from the exposed face of a former party wall, they can also be installed from the interior, even after the exposed face is obstructed by the new building. Connections between front and rear facades and exposed party walls should also be reviewed and reinforced if necessary. If waterproofing of the exposed face is either temporary or omitted, it will be particularly critical to ensure that interfaces between new and existing buildings are properly sealed in accordance with details developed and reviewed by qualified design professionals.

Conclusions

Planning for new building projects should consider the impacts of demolition, excavation, dewatering, and construction on adjacent buildings. New buildings that rise above or extend below adjacent ones present additional risks and increase the need for evaluation. Where a new building replaces a demolished portion of a row structure, there are additional considerations related to bracing and weatherproofing of former party walls. In all cases, communication between adjacent property owners and independent review of proposed monitoring and protection measures by a qualified consultant can help limit the risk of damage to existing buildings.

An Overview of Risks in Adjacent Demolition and Construction (CONTINUED)

[1] For a more detailed discussion focused on historic buildings, see Chad Randl, *Preservation Tech Note 3: Protecting a Historic Structure During Adjacent Construction* (Washington, D.C.: National Park Service, 2001), https://www.nps.gov/tps/how-to-preserve/tech-notes/Tech-Notes-Protection03.pdf

[2] See Arne P. Johnson and W. Robert Hannen, "Vibration Limits for Historic Buildings and Art Collections," *APT Bulletin* 46:2-3 (2015), pp. 66-74, https://www.apti.org/assets/docs/Johnson-HannenHiRes_SampleArt_46.2-3.pdf

[3] See Dan Eschenasy, "Cases of Failure of Unreinforced Brick Walls Due to Out-of-Plane Loads," Structure (May 2011), pp. 14-17, https://www.structuremag.org/wp-content/uploads/2014/08/C-StrucForensics-Eschenasy-May111.pdf ; Dan Eschenasy, "Development Along Old Party Walls," *Structure* (June 2017), pp. 12-15, https://www.structuremag.org/wp-content/uploads/2017/05/C-StrucPractices-Eschensay-Jun17.pdf

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PRESERVATION
Tech Notes
U.S. Department of the Interior
National Park Service
Cultural Resources
Heritage Preservation Services

TEMPORARY PROTECTION

NUMBER 3

Protecting a Historic Structure during Adjacent Construction

Chad Randl
Technical Preservation Services
National Park Service

IDENTIFYING AND AVOIDING RISKS FROM ADJACENT CONSTRUCTION

Valued for their ability to convey the past through existing materials and features, historic buildings must also survive in an ever-changing present. That change is often characterized by new building construction and demolition activities on neighboring sites. Whether it is the modest renovation of an existing building or the demolition of an existing structure and construction of a new high rise, physical damage to an adjacent historic building may occur. It is important for both the historic property owner and those responsible for the neighboring work to give careful consideration to the potential risks. Early planning offers the opportunity to identify these risks and to determine successful ways to avoid them.

Problem

The forces that contribute to the deterioration of a historic building, from atmospheric pollutants to the footsteps of visitors, often take decades and even centuries to exact their toll. Demolition activities and new construction on neighboring sites, however, can cause immediate harm to the physical integrity of a historic structure. In the instant it takes an improperly planned excavation blast to crack the foundation of an adjacent historic structure, or for a steel beam to be dropped from a construction crane onto its roof, significant damage may occur. Additionally, adjacent construction work can expose the neighboring historic building to concentrations of dust, vibration and fire hazards that would normally be experienced only over the course of many years.

These concerns are often overlooked when a project is undertaken next to historic resources. In some situations, the historic property manager may be unaware of the nature and extent of work at an neighboring site. In other cases, the new construction team is not familiar with the particularly fragile character of the neighboring historic structure or decides to repair any damage after the fact rather than avoiding it from the beginning.

Solution

Effective planning and protective measures initiated before construction takes place can prevent most of the damage that may occur to adjacent historic buildings. Depending upon the nature of the project, protective measures may be limited to documenting and monitoring the historic structure or may encompass a broader plan that includes encasing windows, indepen-

When historic structures are exposed to adjacent construction or demolition work, a protective plan including documentation, monitoring and specific safeguards should be implemented to prevent damage and loss of historic fabric.

dent review of excavation procedures and a range of other precautions. Cooperation between all parties can help to ensure that construction activity continues without interruption and that the neighboring historic building is preserved unharmed.

The information provided in this *Tech Note* can serve as a basis for discussions between the historic property manager and the developer of the adjacent site aimed at ensuring the protection of the historic building in a cost-effective manner. This guidance is also applicable where new construction is undertaken on the same site as the historic structure.

Although adjacent construction work often poses a more immediate threat than the incremental impacts of weather or pollution, the best defense for both situations is that buildings be in good condition. A well maintained structure with tight mortar joints, strong connections between interior and exterior walls, solid foundations and sound plaster is at less risk from neighboring activity than a neglected structure.

Providing adequate protection involves the following steps: 1. consultation between the historic building owner and development team to identify potential risks, negotiate changes and agree upon protective measures; 2. documentation of the condition of the historic building prior to adjacent work; 3. implementation of protective measures at both the construction site and the historic site; and 4. regular monitoring during construction to identify damage, to evaluate the efficacy of protective measures already in place, and to identify and implement additional corrective steps.

Consultation

Early consultation between the historic property owner and the developer of the neighboring construction site is the first and often most important step. Establishing such contact has many advantages. Consultation provides the foundation for a mutually beneficial relationship that is cooperative rather than adversarial. The process gives the historic site owner an opportunity to become familiar with the scope of the impending project and for the development team to understand the historic structure's vulnerabilities. Consultation permits all parties a chance to propose, discuss, and negotiate changes to the construction plan that reduce the risk of damaging adjacent historic resources. The ultimate goal is to draft a protection plan acceptable to both parties.

Resolving concerns before construction is underway can save time and money, as well as the need to repair damaged historic fabric. It is crucial that such discussions take place during the paper stage of the project, before final decisions are made. If not, the developer may conclude that changes would be cost prohibitive and that it is preferable to repair damage after it takes place. Early consultation also provides information that can be used to assess whether the level of insurance coverage is sufficient to meet the specific project risks.

The owner of a historic property cannot in most cases compel the support and cooperation of the development team. If, after consultation has been attempted, the level of protection provided is not sufficient, the aid of local building officials should be sought. Local building officials, through the permitting process, can often insist that changes be made to development plans to ensure that adjacent properties are protected. Local building codes may also provide safeguards by establishing certain conditions such as maximum vibration levels.

Other parties can also participate in and contribute to the consultation process. The support of neighborhood committees, local non-profit preservation organizations, independent engineers and the historic district commission (if applicable) may be enlisted to ensure that protection concerns are fully addressed. The developer will benefit from the assembly of a team, including or representing the general contractor, architect, structural engineer, construction manager, and subcontractors, who can be present at consultation meetings and play a continuing role in balancing protection efforts with development interests.

Preconstruction meetings should address several issues. Most important, the parties should reach an understanding about what steps will be taken to protect the historic structure (*see figure 1*). Responsibility for implementing the agreed upon protections should be established among the developer, the general contractor and relevant subcontractors, and the historic property owner. Such decisions should be listed in performance specifications that accompany agreements between the contractor and the developer. A walk-through of the historic building by the development team is also advisable. Finally, schedules for major work such as excavation, and requirements for materials delivery, site storage, and other use of the premises by the con-

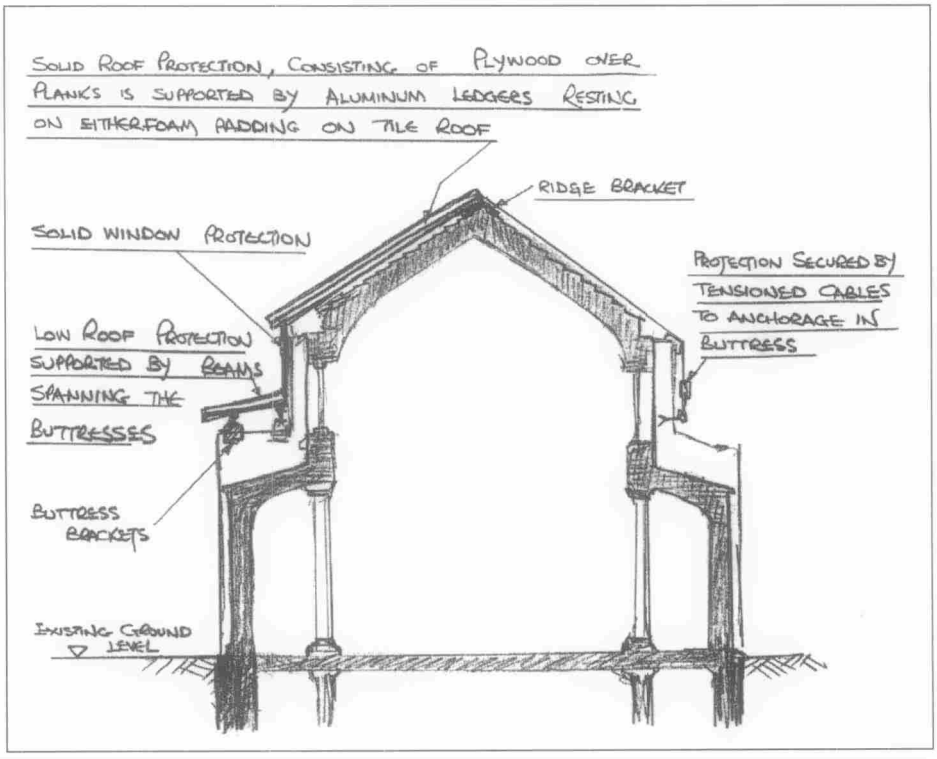


Figure 1. Before new construction was undertaken to the left of this church, a subcontractor was hired to design a protective system for the tile roof and clerestory windows. Drawing: Alan Shalders, Universal Builders Supply, Inc.

tractor should be discussed and arranged to minimize disruptions to the historic site.

Documentation

A crucial step following consultation with the developer is to document the existing condition of the historic structure. Such an investigation provides a "baseline" from which changes to the building during the adjacent construction can be identified, monitored and assessed. Like the consultation process, thorough documentation benefits both the historic property owner and the developer. For the former, it may be used to substantiate claims that damage occurred as a result of the neighboring construction work by illustrating the previously sound condition of the historic building. If the damage existed prior to construction work, the record can show that it was not caused by the developer's negligence. In the case of future litigation, the documentation record can serve as evidence along with the testimony of the professional who undertook the assessment.

Both parties should ensure that the documentation is objective and accurate. Joint surveys, in which both the developer and the historic property owner participate or sign off on noted conditions, are most likely to ensure that the resulting data are not in dispute. When the developer pays for the assessment, it is advisable that an independent professional be hired and that the survey results be accessible.

Information obtained through documentation can also be used in formulating a protection plan for the historic building. By characterizing existing damage and exposing potential weaknesses, the documentation process identifies areas of the structure that may require additional protection as well as appropriate locations for monitoring equipment. Features that should receive particular attention during visual inspections would also be highlighted. Although a formal building condition survey including analysis, repair proposals and cost estimates is not necessary, the property owner may find that the disruptive period during adjacent work provides an opportune time for a thorough survey program.

Documentation of existing conditions should take the form of written descriptions, 35mm color photographs and/or a videotape recording. Photographs should show both the interior and exterior of the building, with close-up images of cracks, staining, indications of settlement or other fragile conditions. A complete interior and exterior crack survey should be undertaken to identify and characterize existing cracks *(see figure 2)*. Their locations can then be plotted on a drawing of each wall or ceiling surface. While identifying every hairline crack may be impractical in a large building or one that exhibits a great deal of preexisting damage, the more thorough the documented record, the better. The condition of features such as arches, chimney stacks and parapet walls determined by the engineer to be particularly susceptible to distress should also be recorded even when no damage is apparent.

Common Risks and Protective Measures

Each instance of new construction or demolition next to an existing historic structure will involve varying risks to that structure. The proximity of the historic site to the project and the scope of the project are two of the most significant variables. Construction of a high rise building with deep foundations is more likely to affect a neighboring structure than the rehabilitation of a nearby rowhouse. However, the converse may be true if the rowhouse is directly adjacent to and sharing a wall with the historic structure. Other factors influencing the degree of likely impact include the age, construction type and structural integrity of the historic building, as well as the depth and makeup of its foundation and its surrounding soil types.

Owners should also anticipate the effect increased dust, vibration and fire risk will have upon interior architectural features and furnishings. For the most sensitive objects, such as chandeliers, paintings and glassware, temporary removal to an off-site location may be the safest course. Those features that cannot be easily removed, including plaster ceiling medallions and cornices, can be cushioned and buttressed by padded wood supports. Additional information concerning the safeguarding of interior features can be found in the preceding *Tech Note* in this series, "Temporary Protection, Number 2. Specifying Temporary Protection of Historic Interiors During Construction and Repair."

The remainder of this section addresses some of the more common dangers to historic structures when new construction or demolition activities occur nearby. The description of each potential impact is accompanied by suggested approaches for reducing or eliminating those risks.

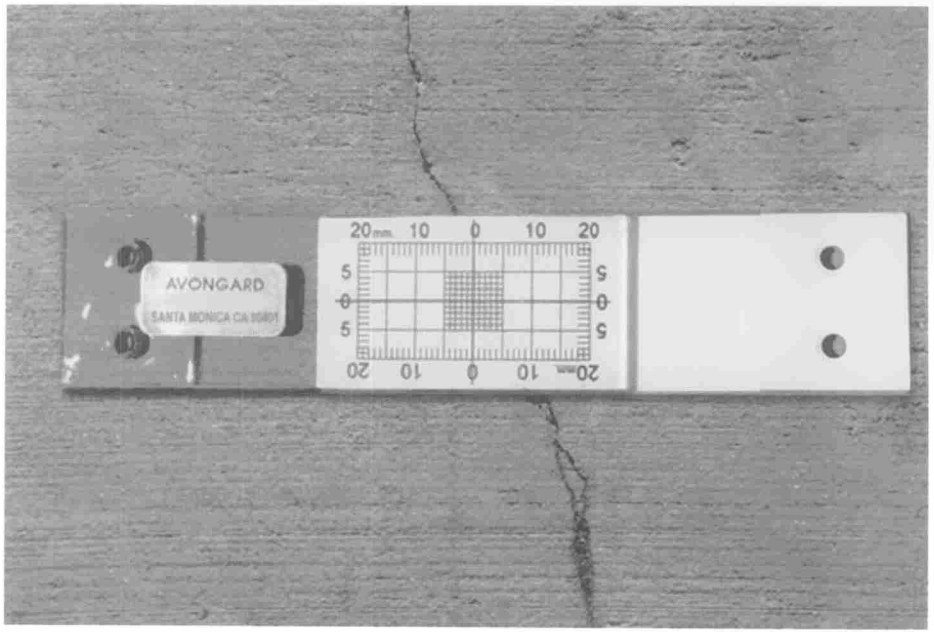


Figure 2. With advanced notice of adjacent construction activity, a crack monitor can be used to determine whether existing cracks in the historic building are stable or still experiencing movement. Compared with measurements taken during the monitoring phase, such information can help determine if subsequent movement resulted from work on the neighboring site. Photo: Avongard Products U.S.A., Ltd.

Vibration

Demolition and new foundation work are common sources of vibrations that can affect adjacent structures. The tools and methods used in demolition, such as impact hammers, wrecking balls, pavement breakers and implosion blasting, produce vibrations that may be transmitted to the historic structure. Similarly, techniques used to prepare new foundations (pile driving and blasting) create potentially dangerous vibrations. Vibrations may also be caused by increased truck traffic accompanying new construction or demolition work. In all cases, the force of the vibrations reaching the adjacent historic structure depends upon the activity generating the vibrations, the distance between the source and the existing structure, and the type of soil or pavement found between the two.

Historic structures may be particularly vulnerable to the effects of vibrations generated at an adjacent site. Deferred maintenance and past alterations may have produced structural weak points that are susceptible to damage. Historic finishes, such as plaster walls and ceilings, lack the flexibility to accommodate abnormal movement, while shallow foundations (common in historic buildings) may lack the rigidity to resist vibration induced movement.

Mitigating the effects of vibrations should begin during the consultation process when acceptable levels can be set and alternative processes explored. Hand demolition is an appropriate substitute when conventional demolition activities may cause excessive vibrations. If pile driving is likely to damage adjacent structures, the contractor may be able to employ non-displacement piles that are inserted in bored holes rather than driven. Lower vibration levels can also be achieved by "jacking-in" or pressing the piles into the ground. Locating delivery entry and exit points farther from the historic site may reduce vibrations caused by increased vehicular traffic. Once construction is under way, continual crack and vibration monitoring provides an effective warning system, indicating that established safe thresholds have been crossed.

Movement

Excavation and foundation work can also cause ground displacement and movement of an adjacent historic building. New construction almost invariably calls for digging a foundation that is much deeper than the foundations of neighboring historic buildings. This is especially true for projects that include underground parking facilities. A historic structure, with a shallow masonry or stone foundation and wall footings, may experience corresponding displacement that can result in major structural damage.

Efforts to control movement should begin during the consultation phase. Whether the developer's engineer selects underpinning or strengthened excavation walls with tie backs as the means to resist movement of the adjacent structure, the historic building team should retain its own engineer to review the plans *(see figure 3)*. The consulting engineer should ensure that the selected approach addresses the unique characteristics and vulnerabilities of the historic structure and that even incidental movement is restricted.

Water

A well functioning water drainage system is essential to the protection of any historic structure. This system can easily be rendered ineffective by neighboring construction or demolition work. Debris originating at the construction site often finds its way to the gutters, downspouts and drains of an adjacent building. Drainage mechanisms may also become inoperable when excavation workers inadvertently seal off or collapse old pipes running from neighboring buildings. If blocked pipes cannot remove water from both above and below the surface of an historic site, excessive moisture levels or flooding may result.

Regular visual inspections (part of the monitoring program described later) are one of the best means of thwarting increased moisture levels. The inspection procedure should include checking gutters, valleys and exposed drains for any obstructions. Also, indications of dampness or water damage in the basement and where gutters and downspouts meet other building surfaces should be noted.

Construction site runoff from cement mixing and cleaning and dust suppression activities should not flow toward the historic property. Although placing screens and wire cages over exposed areas of the drainage system may provide some protection from obstructions, such installations need to be inspected just as frequently. Low-pressure water washes can occasionally be used to flush the system of dirt and debris. To reduce the possibility that drainpipes will be blocked at the adjacent construction site, all concealed pipes should be traced from their origins at the historic structure and the

Figure 3. Concrete pier underpinning to an existing building may be necessary when adjacent construction occurs. In this example, pits are hand dug beneath the foundation of the historic building to provide space for wood forms. After concrete is poured into the forms, the space between the top of the pier and the bottom of the original foundation is packed with a quicksetting grout. The historic building owner should retain an independent engineer to ensure that the underpinning plan adequately protects the historic structure. Photo: Professor Arpad Horvath, Department of Civil and Environmental Engineering, University of California, Berkeley.

information passed on to the appropriate contractors. Final landscaping and grading patterns on adjacent construction sites should be examined to ensure that rainwater is not routed towards the historic building.

In some cases, the lack of water beneath an historic structure can lead to damage. Buildings located in areas with a high water table were often constructed upon timber piles. When groundwater or storm water is removed from a neighboring site during foundation excavations (a process known as "dewatering"), the groundwater level beneath the historic site may also drop. Previously submerged timber piles that are exposed to air can quickly begin to undergo dryrot. If there is reason to suspect that the structure was built on such a foundation, the property manager should work with the neighboring construction team to maintain the existing water table. This can be done using watertight excavation support systems such as slurry walls which ensure that most of the water pumped out of the construction site does not come from adjacent properties. Dewatering of soft clay ground may also result in settlement of a neighboring building, as ground water pressure is reduced and the soil consolidates.

Fire and Security Concerns

The heightened possibility of fire accompanies many demolition and new construction activities. Temporary heating devices, torches, sparks, molten metal and undersized electrical utility panels are some of the most common sources of fire at construction sites. Additionally, the improper storage of fuels, cloth rags and brushes also presents opportunities for fire to ignite and spread. The *Tech Note*, "Specifying Temporary Protection of Historic Interiors during Construction and Repair," provides detailed information on reducing the likelihood of fire in situations involving work near historic structures.

The security of a historic building can be threatened when adjacent construction provides opportunities for illegal entry. Newly constructed floor levels at the building site may make the neighboring historic structure's ledges, windows and rooftops accessible to trespassers. Window openings on the historic building should be fastened and all doors from the roof to the interior should be locked. Where a historic structure is protected by an intruder alarm system, that system should be upgraded to protect rooms that are rendered accessible from the outside. In cases where the historic structure does not directly abut new construction or demolition activity, attention should still be paid to the possibility that incidents of vandalism and theft will carry over to the historic site.

Physical Impact

Construction or demolition can cause direct physical damage to neighboring historic features and materials. Cranes, hoists and workers on upper floors of a construction site can drop building supplies and tools onto an adjacent historic structure. Misdirected debris chutes and backing vehicles may also leave their mark.

Generally, to counter these occurrences, protective barriers are placed over any area of the historic structure deemed at risk. If the new construction will rise above the historic building, plywood sheets should be placed over the roof to distribute the force of dropped materials *(see figure 4)*. Plywood covers should also be placed over decorative roof embellishments such as finials and balustrades. Alternately, horizontal netting can be rigged to shield vulnerable rooftop features.

Facades that are directly exposed to adjacent construction sites should receive close attention. To avoid damage, windows should be covered with plywood. Layers of cushioning materials can be placed between the plywood covering and particularly fragile windows, such as stained glass. If entire wall surfaces are vulnerable, scaffolding should be erected against the facade and debris netting placed on the outside of the scaffolding. Plastic sheeting can provide added protection in areas where acidic cleaning solutions may splash onto historic facades, windows and other surfaces.

The best means of protecting a historic structure from physical impact, however, is often to have adequate horizontal and vertical netting and barriers in place at the construction site. When adjacent buildings are adequately considered in the construction site netting and scaffolding plans, protective measures at the historic site can be less intrusive, and the likelihood of damage reduced even further.

Additional Dangers

Other byproducts of new construction and demolition, such as dirt and dust, can also pose threats to an adjacent historic structure. Dust suppression measures including the installation of fabric enclosure systems should first be employed at the building site *(see figure 5)*. Despite these efforts, historic building owners will undoubtedly have to deal with raised levels of dust infiltration. Accordingly, vulnerable interi-

Figure 4. Dropped equipment, tools, and materials all present risks when new construction rises above neighboring historic structures. In this case, the historic slate roof was completely covered with sheets of exterior grade plywood. Photo: National Park Service files.

Figure 5. The historic building on the left is partially protected from debris and dust generated by the renovation of the structure to the right. Such temporary enclosure systems consist of a polyethylene or other fabric shell stretched between an aluminum frame. Photo: Walton Technology, Inc.

or objects and artifacts should be covered or temporarily moved to another location. Windows can be taped shut or temporarily sealed with clear polyethylene sheets. Additional mats or carpets near entrances can help reduce the amount of dirt tracked inside. An accelerated maintenance program that includes thorough and frequent cleaning and HVAC filter replacement, is an effective means of addressing the degraded environment surrounding a construction site. To lessen the chance of airborne asbestos infiltration, the exhaust from sealed work areas must be properly filtered and vented away from historic buildings.

The owner of a historic property should anticipate the increased rodent and pest presence that accompanies major demolition activity. Newly opened holes in old foundations are easy escape routes that should be promptly sealed. The construction or demolition site rodent control plan should include provisions for protecting adjacent historic resources. Concurrently, the historic property owner should consider securing a contract with an independent extermination company. Plans should include both preventive measures to reduce conditions favorable to infestation as well as a system of eradication such as rodenticide and traps.

Monitoring

A monitoring program should be established during the consultation and documentation phases and continued until adjacent work is finished. It is undertaken to detect, gauge, record and interpret structural movement, the effects of vibration and other changes to the historic building that result from neighboring construction or demolition work. Data collected during the monitoring program can serve as a baseline for any subsequent movement or changes to site drainage patterns that arise within the first years after construction is completed. Ultimately, monitoring shows the degree to which steps taken to protect an historic structure from adjacent construction are sufficient and successful.

Because of liability concerns, those responsible for a new development will often arrange to monitor an adjacent structure. As with a documentation program, the historic property owner may want to hire an independent engineer to review both the monitoring process and the measurements that result.

The extent of the monitoring program and the tools used will depend upon the scope of the adjacent activity. A basic plan to address concerns over vibration levels may include a single seismograph placed on the structure's basement floor. More comprehensive measurements can be obtained by locating sensors at several points throughout the structure and the ground immediately adjacent to the historic building foundation *(see figure 6)*.

Whether acceptable vibration levels are mandated by law or left to the discretion of a project engineer, thresholds should take into account surrounding soils, the makeup and condition of the adjacent foundation and the particular vulnerabilities of the historic resource. Construction projects that involve major excavation work next to historic structures should include a program of test blasting before work begins. Testing various charges, delays and blast design configurations will aid in developing a controlled program that limits blast induced damage to a neighboring property.

Structural movement as described in the preceding section is detected and recorded using a number of different tools. Electronic monitors that feed precise movement measurements to laptop computers can be placed across existing cracks *(see figure 7)*. When budgets are tight or a large number of cracks are involved, inexpensive telltales made from two sheets of overlaid plastic with a grid can be used to track changes.

Optical survey instruments provide another means of detecting vertical and lateral movement within a historic building. Control points are established and marked by targets or reflectors on the historic structure facade and interior walls before adjacent construction begins. The location of each of these markers is precisely measured at regular intervals. Engineers then use the resulting information to determine whether the markers have shifted from their original positions and, if so, the rate and direction of movement.

A program of visual inspections undertaken by a qualified conservator or engineer is an important adjunct to technical monitoring procedures. Inspectors should look for newly opened cracks, other signs of settlement and movement, and evidence of increased dampness or water infiltration. Additionally, visual inspections should ensure that temporary protective coverings are secure, that dust and dirt are not accumulating in the historic building, and that fire and hazardous material protection provisions are being upheld. A checklist can be drawn up during the consulting and documentation phases for use during

Figure 6. A seismograph records vibrations transmitted at the ground level of an historic building. The instrument is wired to a light and siren designed to warn the excavation crew that vibration levels are approaching preset limits. Additional sensors are often installed in the basement and on sensitive features such as stained glass windows. Photo: Wilson, Ihrig & Associates, Inc.

each visual inspection. Such a systematic written record may also prove useful if disputes arise over the timing of and responsibility for damage.

Conclusion

Protecting a historic building from adjacent construction or demolition activity requires thoughtful planning and cooperation between the developer and the historic property owner. Thorough pre-construction documentation of the historic structure ensures a common understanding of present conditions and suggests appropriate damage prevention measures that can be taken at both the historic site and the construction site. A routine program of visual inspection and vibration and movement monitoring helps insure early detection of the effects neighboring construction work is having on the historic building. Early consideration of these issues, before damage takes place or worsens, can allow for the adoption of safeguards that protect the developer's schedule and budget and the physical integrity of the historic structure.

Figure 7. Electronic crack monitor and survey targets are shown installed on an existing wall. The crack monitor feeds movement data to a laptop computer. The targets are aligned and measured with optical survey equipment to determine the degree and direction of movement. Photo: McMullan and Associates, Inc.

Checklist for Historic Property Owner and Historic Site

- ☐ Consult with developer, and other parties to determine extent of work and identify necessary protective measures
- ☐ Conduct survey of existing conditions, including 35 mm photographs, crack inventory and description of other damage
- ☐ Include historic building in construction site fire plan
- ☐ Secure windows and rooftop doors that are made accessible by new construction
- ☐ Remove particularly fragile interior objects and furnishings from site
- ☐ Install temporary supports beneath fragile features that are not moved
- ☐ Place plywood coverings on openings that face construction area
- ☐ If adjacent construction rises above historic site, protect roof with plywood covering, encase rooftop embellishments
- ☐ If construction is directly adjacent, cover historic facade to protect against mortar and acidic cleaning solution
- ☐ Install temporary floor coverings at entrance and seal windows facing construction site to limit dust infiltration
- ☐ Remove dust from interior surfaces on accelerated schedule
- ☐ Clean HVAC system & filters on accelerated schedule
- ☐ Clear obstructions from gutters and drainage system regularly
- ☐ Establish monitoring program, including:
  1) Seismographs to ensure that effects of blasting, pile driving and other work are at acceptable levels
  2) Crack monitors and optical survey methods to detect movement
  3) Schedule of regular visual inspection

Checklist for Development Team and Construction Site

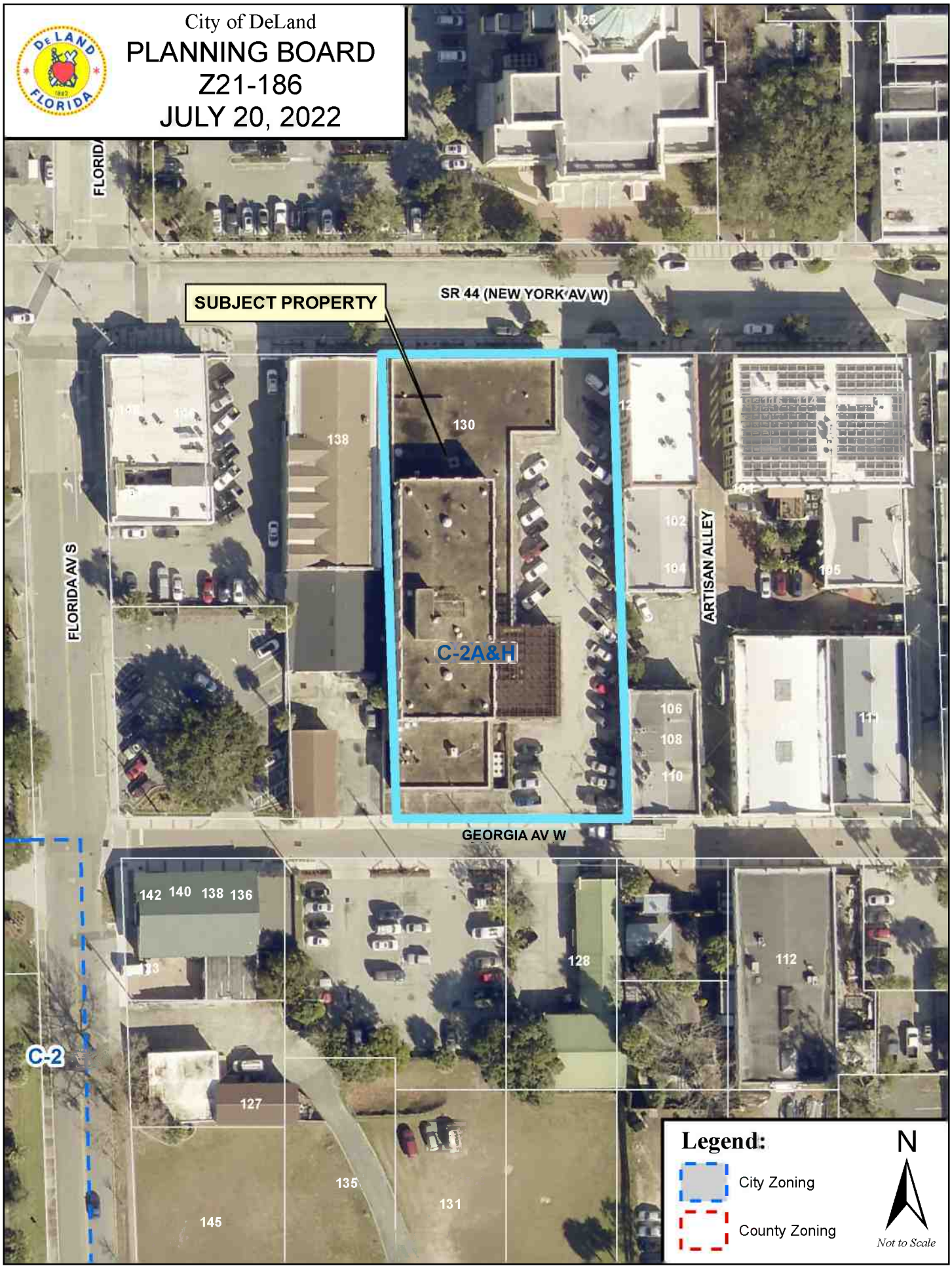
- ☐ Consult with historic property owner and other relevant parties to identify necessary protective measures
- ☐ Review and sign off on pre-construction condition survey of adjacent property
- ☐ Arrange delivery locations and times to limit disruption and possible damage to neighboring historic structure
- ☐ Explore excavation and demolition methods that produce low vibration levels
- ☐ Limit movement of adjacent building with sufficient underpinning or reinforced excavation walls
- ☐ Reduce changes to adjacent ground water level during dewatering
- ☐ Ensure water runoff is not directed toward historic structure
- ☐ Install appropriate debris nets to prevent dropped materials from impacting historic building
- ☐ Direct debris chutes away from historic structure
- ☐ Install fabric enclosure system to reduce spread of construction dust
- ☐ Include adjacent historic building fire plan and ensure fuels, rags and brushes are stored appropriately and not directly adjacent to historic site
- ☐ If asbestos or lead remediation is involved, ensure exhaust from sealed building is filtered and vented away from historic site and that lead chips are gathered and removed
- ☐ Include adjacent historic structure in rodent control program and seal openings in demolished foundation
- ☐ Participate in monitoring program at historic site to ensure that vibration levels or indications of movement are within established thresholds

This PRESERVATION TECH NOTE was prepared by the National Park Service. Charles E. Fisher, Heritage Preservation Services, serves as the Technical Editor. Special thanks go to Deborah Slaton and Michael J. Scheffler, P.E., of Wiss, Janney, Elstner Associates, Inc., Sharon Park, Kay Weeks and Michael Auer of the National Park Service's Heritage Preservation Services, and Marie Ennis of Einhorn Yaffee Prescott for their review and comments. Thanks also go to Denis McMullan, McMullan and Associates; Richard Ortega, PE, Ortega Consulting; Dorothy Richter, Hager-Richter Geoscience, Inc.; George Siekkinen and Gregory Mixon, National Trust for Historic Preservation; Suzanne Pentz, Keast & Hood Co.; Mark Richards, Moretrench American Corporation; Dr. Edward J. Cording, Department of Civil and Environmental Engineering, University of Illinois; Mark Gaudschaal, Schnabel Foundation Co.; William Stivale; Robert M. Powers, Powers and Associates; Martin P. Azola, Azola and Associates; and Margaret Gardiner and Mary Knapp at Merchant's House Museum, for their assistance. Tim Buehner, National Park Service, and Camille Martone provided initial research for this publication.

PRESERVATION TECH NOTES are designed to provide practical information on traditional practices and innovative techniques for successfully maintaining and preserving cultural resources. All techniques and practices described herein conform to established National Park Service policies, procedures and standards. This Tech Note was prepared pursuant to the National Historic Preservation Act which direct the Secretary of the Interior to develop and make available to government agencies and individuals information concerning professional methods and techniques for the preservation of historic properties.

Comments on the usefulness of this information are welcomed and should be addressed to PRESERVATION TECH NOTES, Technical Preservation Services NC200, National Center for Cultural Resources, National Park Service, 1849 C Street, NW, Washington, DC 20240.

ISSN: 0741-9023 PTN 42 July 2001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JULY 20, 2022
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ARTISAN ALLEY
GEORGIA AV W
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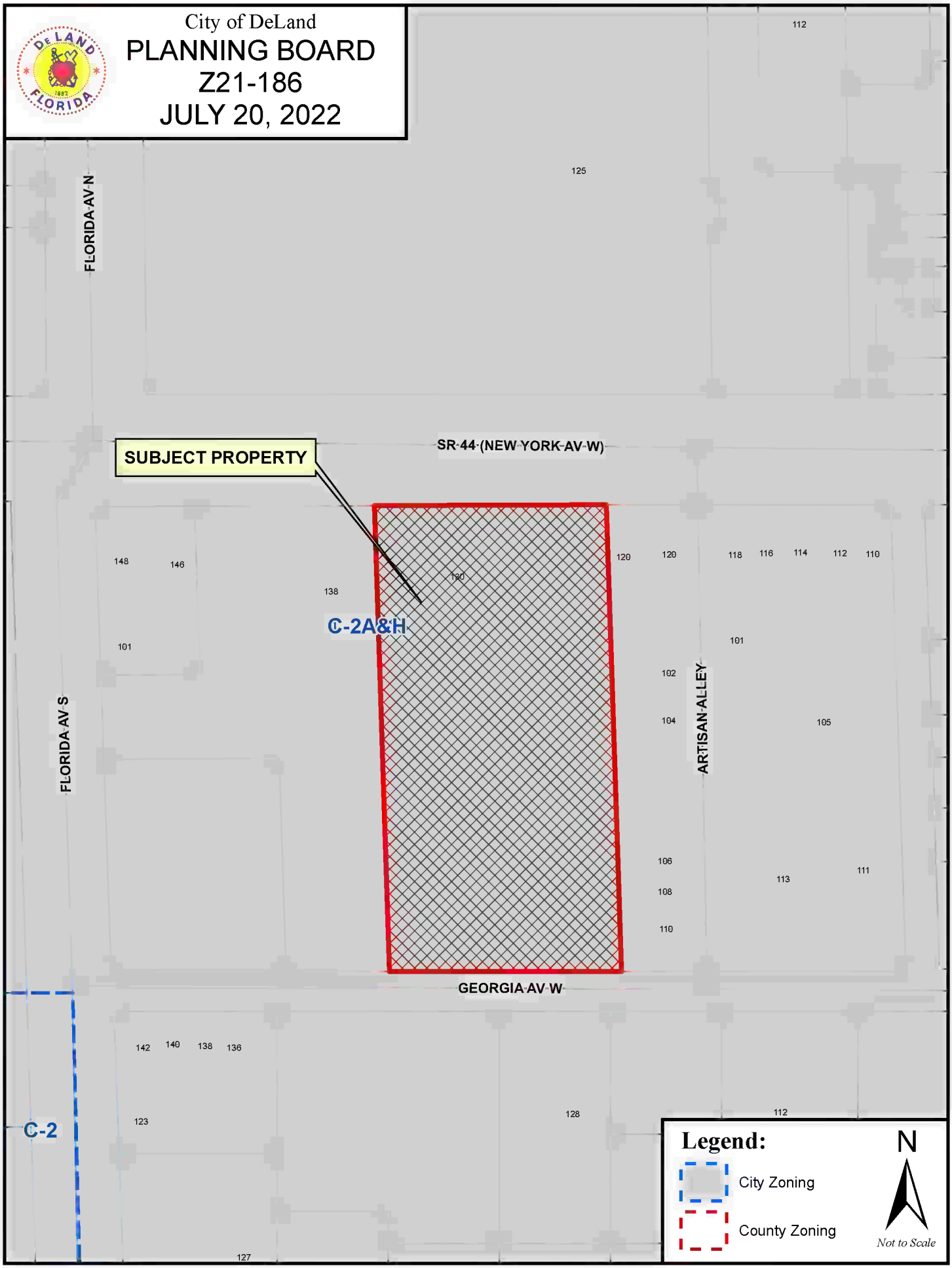
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CITY OF DELAND
Request for Commission Action
April 6, 2026

SUBJECT: Resolution Calling for General Election and Run-off Election (if Necessary).

DEPARTMENT: City Clerk

PREPARED BY: Dale Arrington, Interim City Clerk

ATTACHMENTS: ResoCallingGeneral&Spec2026

APPROVED BY: Michael Pleus, City Manager, March 31, 2026

SUMMARY/HIGHLIGHT:

The attached Resolution calls for a General Election to be held on August18, 2026, and for a Run-off Election to be held on November 3, 2026 (if necessary).

This Resolution also authorizes appointment of the clerks, inspectors and deputies for the polling places, sets forth the dates for qualifying, makes provisions for the designation of polling places, appoints Lisa Lewis as Supervisor of Elections and custodian of the voting machines, appoints the City Clerk as Elections Official, provides for the dates and times for opening the polls and for early voting, and designates the Volusia County Canvassing Board as certifying authority for the election.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The estimated cost of the 2026 General Election is $2,000 to $3,000 allocated for advertising.

RECOMMENDATION:

It is recommended that the City Commission adopt the attached resolution calling for General and Run-off Elections.

BACKGROUND/DISCUSSION:

N/A

RESOLUTION NO. 2026 -

A RESOLUTION OF THE CITY OF DELAND, FLORIDA CALLING FOR A GENERAL ELECTION TO BE HELD AUGUST 18, 2026 FOR THE PURPOSE OF ELECTING MAYOR AND CITY COMMISSIONERS TO SEATS 1, 3 AND 5; AND CALLING FOR A RUN-OFF ELECTION TO BE HELD NOVEMBER 3, 2026 (IF NECESSARY); SETTING FORTH THE DATES FOR QUALIFYING; AUTHORIZING APPOINTMENT OF THE CLERKS, INSPECTORS AND DEPUTIES; DESIGNATING POLLING PLACES FOR THE VOTERS; APPOINTING LISA LEWIS AS SUPERVISOR OF ELECTIONS AND CUSTODIAN OF THE VOTING MACHINES; DESIGNATING THE CITY CLERK AS ELECTION OFFICIAL; PROVIDING FOR THE DATES AND TIMES OF OPENING THE POLLS AND FOR EARLY VOTING; DESIGNATING THE VOLUSIA COUNTY CANVASSING BOARD AS THE CERTIFYING AUTHORITY FOR THE ELECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Charter for the City of DeLand, Florida provides for qualifying times for the City's elections to be held at the time and on the dates established by the Florida Election Code of each even-numbered year, unless otherwise set by adoption of a resolution by the City Commission; and

WHEREAS, the Charter for the City of DeLand, Florida provides for elections to be held in even-numbered years on the date established by the Florida Election Code for the primary election; and, provides for run-off elections to be held in even-numbered years on the date established by the Florida Election Code for the general election;

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

Section 1. The City Commission of the City of DeLand hereby calls a general election to be held on August 18, 2026 for the purpose of electing Mayor/City Commissioners to Seats 1, 3 and 5 and a run-off election to be held November 3, 2026 (if necessary). All qualified electors within the municipal limits of the City of DeLand as of the election date, who have properly registered with the Supervisor of Elections prior to the book closing dates, are eligible to vote.

Section 2. The qualifying period for the general election shall open at 12:00 noon on Monday, June 8, 2026, and shall close at 12:00 noon on Friday, June 12, 2026.

Section 3. Lisa Lewis, Supervisor of Elections for Volusia County, is hereby designated as Supervisor of Elections for these elections on behalf of the City and is hereby appointed custodian of the voting machines, and the City Clerk shall contract for the services of the Supervisor of Elections for Volusia County. The Supervisor of Elections for Volusia County is authorized to appoint clerks, inspectors and deputies for the general, special and run-off elections.

Section 4. The polling places for these elections will be selected by the Volusia County Supervisor of Elections and approved by the City Clerk. Residents in the newly annexed areas

will vote in the precinct to which their annexed parcel is contiguous, or as otherwise instructed by the Volusia County Supervisor of Elections. The individual voters in annexed areas will receive special direction from the Volusia County Supervisor of Elections advising them where they vote.

Section 5. The City Clerk is hereby designated as Election Officer of the City to perform all ministerial duties of these elections which are not performed by the Supervisor of Elections of Volusia County, Florida.

Section 6. The polls for election day and early voting shall be open as set forth by the Volusia County Supervisor of Elections.

Section 7. The Volusia County Canvassing Board is hereby designated as the certifying authority for these elections. Pursuant to State law, the results of the voting, when ascertained, shall be delivered to the Volusia County Canvassing Board at its meetings as advertised. At such meetings the Volusia County Canvassing Board shall canvass the returns from the polls, and the vote-by-mail and provisional ballots. The results as shown by such returns shall be certified by the Volusia County Canvassing Board to the State of Florida and reported to the City Clerk, and shall be declared by the City Commission as the results of the elections.

PASSED AND DULY ADOPTED this 6th day of April, 2026.

_____
Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

_____
Dale Arrington
Interim City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

CITY OF DELAND
Request for Commission Action
April 6, 2026

SUBJECT: Approval of Concession Management Proposal for Spec Martin Stadium and Melching Field.

DEPARTMENT: Parks & Recreation

PREPARED BY: Ruth victor, Admin Coord.

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, April 1, 2026

SUMMARY/HIGHLIGHT:

The Parks and Recreation Department currently manages the concessions at Sperling Sports Complex. Stetson University currently manages the concessions at Spec Martin Field. The agreement with Stetson for Spec Martin has expired and the Melching Field agreement is part of the 20-year lease agreement. There have been service issues with Stetson University including staffing, menu and pricing. Staff is proposing that the City of DeLand Parks and Recreation Department take over the management of food service at both Spec Martin and Melching Field. During the football season at Spec, long lines, early closures, poor service and high prices had become a regular issue, with many fans sharing their frustrations with the service. In the first 18 games held at Melching so far in the 2026 season, the concessions have not opened for several games. This has created frustration for the fans that generated many e-mails to the Athletic Director and President of Stetson University. The University has informed staff that they do not want to continue in the concession service for Spec Martin and Melching Field. Below, staff has provided revenue projections along with costs to include staffing.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:
Staff estimates revenue in the amount of $282,000 and expenditures at $262,000 with the net positive fiscal benefit of $20,000 in the first year.

REVENUE	
Sperling Sports Complex	$ 52,000
Spec Martin Stadium	$ 130,000
Melching Field	$ 100,000
Total Revenue	**$ 282,000**
EXPENSES	
Part Time Concessions Manager	$ 45,000

Spec Martin P/T Staff	$ 13,000
Melching P/T Staff	$ 22,000
Sperling P/T Staff	$ 15,000
Sperling Equipment	$ 1,000
Spec Martin Equipment	$ 15,000
Melching Field Equipment	$ 10,000
Concession Supplies and Food	$ 141,000
Total Expenses	**$ 262,000**
Revenue Less Expenses	**$ 20,000**

Notes:

Revenue estimates are based upon City and Stetson Actuals
Staffing based upon the number of activities x workers needed x hours x $16/hr.
Equipment based upon pricing of existing equipment to be purchased from Stetson
Concession Supplies and Food is 50% of Revenue in the first year.

RECOMMENDATION:

Staff recommends that the City Commission award the management of the concession services at Spec Martin Stadium and Melching Field to the Parks and Recreation Department with the start date for Spec Martin Stadium to be August 2026 and the start date for Melching Field to be January 2027.

BACKGROUND/DISCUSSION:

Plan of Action:

- Hire PT Concession Manager
- Expand food options on menu
- Lower pricing (this will enhance a larger volume of sales)
- Reduce lines by increasing staff
- Add kiosks: Additional drink stations, additional food stations, option at Melching to include a food order system
- Spec Martin – North end concession will offer a higher end variety of food items
- Melching – Bigger games and Friday games offer designated food night. Pasta night, taco night…..etc.
- Always be open and stay open later. Offer discounts in the later part of the game