CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
APRIL 20, 2026 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION- Pastor Boris Diaz, Santuario Las Escrituras

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC HEARING

PRESENTATIONS

1. FCCMA recognition for 100 years of the Commission-Manager form of government.

2. Presentation of Home Rule Hero Awards by Nancy Miller, President, Volusia League of Cities.

3. Introduction of four new Firefighters: Duke Hopper, Michael Sao-Pagan, Shaun Taylor and Tyler Walker.

4. Badge pinning ceremony for end of probationary period for four Firefighters: Madison Alberts, Brandon Bermudez, Evyn Insalaco, Karlie Marini.

5. Fire promotion to Engineer for Dejah Woods.

6. Fire promotion to Lieutenant for Adam Bruce.

7. Presentation of Certificates of Appreciation to students of George Marks Elementary School for Participation in the City's Art in Public Places Program.

8. Presentation of Employee Years of Service Awards.

CONSENT AGENDA

1. Consideration for approval of an Interlocal Agreement for the Provision of Municipal Fleet Maintenance Services by County of Volusia to the City of DeLand.

   Staff is asking for approval of an Interlocal Agreement for the Provision of Municipal Fleet Maintenance Services by County of Volusia to the City of DeLand to assist in the maintenance of our fire apparatuses.

2. Consideration, FDOT Public Transportation Grant Award 458236-1-94-01 for Airport Security Lighting on Central Apron Construction Project.

   Staff recommends that the City Commission approve the attached resolution and PTGA (Public Transportation Grant Agreement) for Airport Security Central Apron Lighting project.

3. Consideration, FDOT Public Transportation Grant Award 438416-2-94-02 for Airport East Hangar Complex Phase 1b Construction Project.

   Staff recommends that the City Commission approve the attached resolution and PTGA (Public Transportation Grant Agreement).

4. Consideration re Approval of Professional Engineering Services - AVCON, Inc. for Central Apron Security Lighting.

   Staff recommends that the City Commission approve the proposal from AVCON, Inc. to provide Professional Engineering Services to construct the Central Apron Security Lighting for a fee not to exceed $14,000.

5. Approval of Minutes for the Special Meeting held on March 28, 2026, the Special Meeting held on March 30, 2026 and the regular Meeting held on April 6, 2026.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

BOARD APPOINTMENT

OLD BUSINESS

1. Second Reading of Ordinance 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).

   Second Reading of Ordinance 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 Planned Development (PD).

2. Second 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.

   Ordinance adding e-bikes and micromobility devices to prohibtion against use on downtown sidewalks; Consideration of requiring helmet use by riders 16-17 years of age.

3. Second Reading of Ordinance Amending Section 30-7(f) of the Code of Ordinances.

   Amendment to Section 30-7(f) of the Code of Ordinances to reference amendment to utility service agreement with Volusia County.

NEW BUSINESS

1. First Reading of Ordinance Changing the Zoning for ±23.33 Acres of Property, Located at the Northeast Corner of International Speedway Blvd. and N. Spring Garden Ave., from VC R-3C (Single Family), to BR (Business Retail).

This is a request to rezone ±23.33 acres of property from VC R-3C to BR, located at the northeast corner of International Speedway Blvd. and N Spring Garden Ave.

2. Approval of Employment Contract with City Clerk-Auditor.

   Staff recommends that the City Commission approve the attached employment contract with Christian Gowan for the position of City Clerk-Auditor.

3. Consideration of Purchase Contract for Future East Side Fire Station Site.

   Consideration of purchase and sale agreement for east side fire station site.

CITY COMMISSION REPORTS

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY COMMISSION

ADJOURNMENT

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

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

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

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

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

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

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

626-7132.

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

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

CITY OF DELAND
Request for Commission Action
April 20, 2026

SUBJECT: Presentation of Certificates of Appreciation to students of George Marks Elementary School for Participation in the City's Art in Public Places Program.

DEPARTMENT: City Clerk

PREPARED BY: Dale Arrington, Interim City Clerk

ATTACHMENTS:

APPROVED BY: KIEU MOSES, Risk Manager, April 14, 2026

SUMMARY/HIGHLIGHT:

The City of DeLand recognizes the following students from George Marks Elementary School for their participation in the Art in Public Places Program:
Paris Acosta
Tyler Baker
Ricardo Castaneda
Aiden Chambers
Ellery Chavara
Libby Costa
Aubrey Folan
Natividad Garcia Vargas
Madelyn Martinez
Finn Matuszczak
Fernanda Medrano
Jenesis Ocampo
Violet Pegler
Zyrah Singer
Kovie Tait
Juan Toledo-Cruz
Ethan Tresierra
Ava Woodard
Matthew Zebelle

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Award certificates to participants.

BACKGROUND/DISCUSSION:

NA

CITY OF DELAND
Request for Commission Action
April 20, 2026

SUBJECT: Presentation of Employee Years of Service Awards.

DEPARTMENT: Human Resources

PREPARED BY: Jeremy Wiggins, HR Director

ATTACHMENTS:

APPROVED BY: Dale Arrington, Interim City Clerk, April 15, 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.

20 Years of Service

Paul Murray, Fire Engineer

15 Years of Service

Alberto Cirelli, IT Director
Ken Ramkissoon, Police Sergeant

10 Years of Service

Richard Cash, Police Officer (Detective)
William Cooper, Police Officer

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended the City Commission present the service award.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
April 20, 2026

SUBJECT: Consideration for approval of an Interlocal Agreement for the Provision of Municipal Fleet Maintenance Services by County of Volusia to the City of DeLand.

DEPARTMENT: Fire

PREPARED BY: Kaitlyn Fischetti, Admin Fire

ATTACHMENTS: 37W3406-City of DeLand Fleet Maintenance ILA - Final

APPROVED BY: Michael Pleus, City Manager, April 14, 2026

SUMMARY/HIGHLIGHT:

The DeLand Fire Department is looking to enter into an agreement for fleet services with Volusia County Fleet Maintenance. Due to the increase in technology of our fire apparatus, it is paramount that we have a consistent ongoing maintenance schedule that is on par with industry standard. As one of the recommendations from our recent CPSE accreditation, ensuring our fire apparatus is being serviced by certified mechanics was one of the improvements listed.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Community Safety

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The fiscal impact on the department will be based on the amount of labor and parts per apparatus that is serviced by Volusia County Fleet maintenance. The standard labor rate is currently $93.00 per hour. The repair parts shall be a rate charged by the NAPA IBS contract and the sublet (outside vendor rate) rate is cost plus 20%. Towing charges will be in accordance with the current master agreement pricing.

The additional cost of outsourcing Fire fleet maintenance is currently unbudgeted. Staff anticipates an annual cost of $100,000. Therefore, the remainder of the year staff estimates approximately $35,000 which can be covered from contigency.

RECOMMENDATION:

Staff is asking for approval of an Interlocal Agreement for the Provision of Municipal Fleet Maintenance Services by County of Volusia to the City of DeLand to assist in the maintenance of our fire apparatuses.

BACKGROUND/DISCUSSION:

The DeLand Fire Department is looking to enter into an agreement for fleet services with Volusia County Fleet Maintenance. Due to the increase in technology of our fire apparatus, it is paramount that we have a consistent ongoing maintenance schedule that is on par with industry standard. As one of the recommendations from our recent CPSE accreditation, ensuring our fire apparatus is being serviced by certified mechanics was one of the

improvements listed. Volusia County Fleet Services ensures their mechanics are certified as Emergency Vehicle Technicians (EVTs) and are ASE certified. Our fire apparatus will go into their maintenance schedule and will be serviced in accordance with recommended standards. Our apparatuses are all built by Pierce Manufacturing, which is the same for Volusia County. In addition, by removing our specialized equipment from DeLand's Fleet Maintenance, this should give added capacity for them to be able to service the DeLand fleet more efficiently, as our equipment takes many work hours to service and maintain.

INTERLOCAL AGREEMENT
FOR THE PROVISION OF
MUNICIPAL FLEET MAINTENANCE SERVICES
BY COUNTY OF VOLUSIA TO
THE CITY OF DELAND

THIS AGREEMENT is entered into by and between the County of Volusia, a body corporate and politic and a political subdivision of the State of Florida, with administrative offices at 123 West Indiana Avenue, DeLand, Florida 32720-4612, hereinafter referred to as **"COUNTY,"** and the City of DeLand, a Florida municipal corporation, with administrative offices at 120 South Florida Avenue, DeLand, Florida 32720, hereinafter referred to as **"CITY".**

RECITALS

WHEREAS, the COUNTY is authorized by §125.01(1)(p), Florida Statutes, to "enter into agreements with other governmental agencies within or outside the boundaries of the COUNTY for the joint performance, or performance by one unit in behalf of the other, of any of either agency's authorized functions;" and

WHEREAS, public agencies (including COUNTY and CITY) are authorized by §163.01(14), Florida Statutes, to "enter into contracts for the performance of service functions of [such] public agencies, but *shall not be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or city officers."* The parties expressly deny any intent, express or implied, in this Agreement to provide for a delegation by CITY of such constitutional or statutory duties to COUNTY; and

WHEREAS, the foregoing authorization for such agreements is granted to counties and cities for the purpose of permitting "local governmental units to make the *most efficient use* of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities." §163.01(2), Florida Statutes; and

WHEREAS, the CITY, after evaluation of options for the provision fleet maintenance services to the CITY's fire apparatus, has made a determination that it will be best served by contracting with COUNTY for the provision of such services, which services will be performed by COUNTY personnel; and

WHEREAS, COUNTY certifies that it either currently has, or will employ, a sufficient number of personnel, appropriately qualified to perform the services enumerated herein, and COUNTY is willing to provide such services to CITY.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

PART I. General Provisions

1. Legislative Findings/Representations. The foregoing recitals are hereby adopted and incorporated herein as a material part of this Agreement.

2. Purpose. The purpose of this Agreement is for the COUNTY to provide specified *services* and *equipment* to the CITY (hereinafter, the "Contract Services"), at agreed upon levels of service ("LOS") as established herein.

3. County Departments. COUNTY shall manage the delivery of the Contract Services by allocating service task responsibilities along the organization line of the COUNTY'S Departments (hereinafter, "Departments"), as depicted in PART II hereof. The Director of the applicable Department or his/her designee shall be the COUNTY'S liaison to CITY for purposes of performance, interpretation and implementation of this Agreement.

4. Not a Lien. The parties agree that this Agreement does not constitute a general indebtedness of either party within the meaning of any constitutional statutory, or charter provision or limitation, and the parties expressly agree that the neither shall have the right to require or compel the exercise of ad valorem taxing power of the other or taxation of any real or personal property therein for providing the services described herein for payment of any monetary obligations due under the terms of this Agreement. It is further agreed that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of either party or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the parties respectively. The parties' monetary obligations to one another pursuant to this Agreement is limited to the budgeted amount for the then current fiscal year of this Agreement and is otherwise limited to legally available non ad-valorem tax revenues.

5. Division of Management Responsibilities. The Contract Services specified in this Agreement reflect the managerial and policy decisions of the CITY. Beyond the types of services identified herein, the CITY may identify the task within the scope of this Agreement to be performed by COUNTY, and the portion of the recent budget to be allocated thereto. The COUNTY shall have responsibility for the operational management of the Fleet Management Services. In cases where specific professional standards are applicable to the design or performance of such task, the COUNTY'S designated officer in charge ("OIC"), or the OIC's designee, shall have the authority for decision making within that realm. The relevant COUNTY department director or the OIC shall be available on a regular basis to the CITY'S authorized designee to provide consultation and recommendations as contemplated herein.

6. Level of Service (LOS). COUNTY agrees to provide the personnel and equipment at the LOS established herein. Should the CITY desire the COUNTY provide services either different in kind, or at a higher level than that contemplated herein, the CITY Manager shall make written request therefor to the County Manager. Any modification to an LOS established pursuant to this Agreement shall be reduced to writing and approved by both parties. Any reduction in LOS desired by the CITY shall be effective only at the beginning of a new contract year unless both parties agree otherwise.

7. Personnel Matters. COUNTY shall allocate manpower and equipment for the performance of the Contract Services on an "as needed" basis. This Agreement shall not require any particular County employee to be dedicated fulltime to the Contract Services. All COUNTY personnel assigned to perform Contract Services shall remain subject to COUNTY merit rules and regulations for all purposes, including contemplated merit and cost-of-living raises, annual leave and sick leave and disciplinary actions. Any claim of a disciplinary nature by CITY regarding a COUNTY employee shall be referred to the Department Director, who shall remain the "appointment authority" for such employee, for all purposes designated under the COUNTY Merit

Rules. Such COUNTY employees shall have no right to elect or choose any procedures available to CITY employees.

8. Term. This Agreement shall take effect on May 15, 2026, notwithstanding the date of expiration of any other similar Agreement, and shall continue in effect until September 30, 2027. The parties may, by mutual agreement, renew this Agreement upon the same or modified terms. Should the CITY desire to renew this Agreement, it shall make application in writing therefore, to COUNTY no later than February 1 of that contract year.

9. Termination. Either party may terminate this Agreement without cause or further liability to the other, upon written notice to the party representative specified in Part I, Section 10, given no less than one hundred eighty (180) days prior to the requested termination date. Such notice shall be the date the receipt therefore is signed by an official or authorized representative of the other party.

10. Notice. Notice as required to be given in this Agreement shall be provided to the following persons:

	COUNTY:	**CITY:**
	County of Volusia 123 W. Indiana Avenue DeLand, FL 32720-4612 Attention: County Manager	City of DeLand 120 S. Florida Avenue DeLand, FL 32720 Attn: City Manager
Copy to:	Fleet Management Director 1270 Indian Lake Road Daytona Beach, FL 32124	Fire Chief 343 W. Howry Avenue DeLand, FL 32720

11. Third Parties. In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligations and responsibilities of the parties herein or for any other reason.

12. Dispute Resolution. Any disputes concerning non–performance, or other aspects of this Agreement for which either party initiates litigation to enforce its rights hereunder, shall be subject to the provisions of Chapter 164, Florida Statutes, the "Florida Governmental Conflict Resolution Act."

13. Severability. If any provision of this Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.

PART II. Specific Services

Article One. Fleet Management

1. Vehicle Repair and Fleet Services. The COUNTY shall provide the facilities, personnel, equipment, tools and supplies necessary and desirable to perform routine

maintenance and minor repairs to fire apparatus owned by the CITY on an "as-needed" basis. The COUNTY may perform the services at any COUNTY maintenance facility at the COUNTY'S sole discretion. The Scope of Available Services and Schedule of Charges to be paid by the CITY to the COUNTY is attached hereto and incorporated herein as **Attachment 1**. The CITY shall pay the COUNTY for services rendered within forty-five (45) days of receipt by CITY of COUNTY invoice for services in accordance with the Schedule of Charges on **Attachment 1**.

A. **Authorization for Services.**

1. Prior to authorization for services by COUNTY:
   (a) CITY and COUNTY shall develop a well-defined project description and complete understanding of the scope of services to be provided.
   (b) COUNTY shall provide CITY with a detailed Work Order that provides the total estimated cost for the services based on the prices set forth in **Attachment 1.** If the Work Order is accepted by CITY, both parties shall execute the Work Order.
2. Each Work Order shall contain:
   (a) The project description.
   (b) The scope of work which shall describe the services to be performed.
   (c) The dates for commencement and completion of work.

The Work Orders will be issued under and shall incorporate the terms of this Agreement. CITY makes no covenant or promise as to the number of available projects or that COUNTY will perform any project for CITY during the life of this Agreement. CITY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by CITY to be in the best interest of CITY to do so.

PART III. Miscellaneous

1. Sovereign Immunity. Each participating party expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Unless otherwise pre-empted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity and/or the limits of liability of either party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of either 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 section shall be deemed to relieve or limit the amounts to be paid by either party for services rendered by the other party. Nor shall anything in this Agreement be construed or interpreted as requiring or allowing one party to this Agreement to indemnify or insure the other party to this Agreement for the other party's negligence or to assume any liability for the other party's negligence in contravention of § 768.28, Florida Statutes. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against either party, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

2. Hold Harmless. Each party shall defend and hold the other harmless from and against its own negligent acts related to or arising from this Agreement. CITY shall be further responsible for promptly notifying the proper response authorities, environmental agency or agencies, and each other of any Hazardous Materials ("HAZMAT"), fuel, or pollutant spills and/or releases caused by CITY and undertaking diligent and reasonable efforts to contain and clean any such spills or releases upon the occurrence thereof. For fuel spills and/or pollutant releases caused by CITY, CITY shall, in addition to its indemnification obligations hereunder, reimburse the COUNTY for the amount of the deductible paid on any claim against the COUNTY's pollution liability and/or storage tank policy. Containment and cleanup of any spills and/or releases will be the responsibility of the party that caused the spill and/or release. CITY will also be responsible for any damage to a COUNTY facility that occurs as a direct result of use by CITY, normal wear and tear excepted. This section shall survive the expiration or termination of this Agreement.

3. Workers' Compensation. The CITY shall secure and maintain at its sole cost and expense all Workers' Compensation insurance required by Florida law, for all employees or contracted workers who are allowed to obtain services under this Agreement. Such Workers' Compensation insurance shall include a waiver of subrogation under which the insurer agrees not to seek restitution or recovery for damages or losses occasioned by the acts of the COUNTY.

4. Authorized Users/Vehicles. CITY shall provide written updates to the initial list of vehicles and authorized users in the same format as they occur, and before any new user or vehicle will be recognized for fuel service at the fueling facilities.

5. Entire Agreement. This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by all the parties, with the same formalities as this Agreement.

IN WITNESS WHEREOF, the parties to this Interlocal Agreement for the Provision of Municipal Fleet Maintenance Services by County of Volusia to the City of Deland have caused the same to be signed by their duly authorized representatives and executed on the date last marked below.

CITY OF DELAND,
a municipal corporation

By: _____
Name: Christopher M. Cloudman
Title: Mayor
Date: _____

ATTEST:

By: _____
Name: Dale Arrington
Title: Interim City Clerk

COUNTY OF VOLUSIA, a political subdivision of the State of Florida

By:_____
Name: Jeffrey S. Brower
Title: County Chair
Date_____

ATTEST:

By: _____
Name: George Recktenwald
Title: County Manager

ATTACHMENT 1

SCOPE OF SERVICES
SCHEDULE OF CHARGES

I. SCOPE OF SERVICES AVAILABLE

Volusia County Fleet Management Services (FMS) is committed to providing the full range of services needed in today's environment, serving the City of DeLand's (CITY) needs, and continually staying abreast of new developments in the CITY'S fleet.

FMS available to the CITY are as follows:

Maintenance, Repair, and Safety Services

A-1. Preventative Maintenance Services at 5,000 miles, 15,000 miles, and 30,000 miles for vehicles; 250 hours and 1,000 hours or annually whichever occurs first for heavy vehicles and equipment.
A-2. All unscheduled repairs.
A-3. On-demand safety checks
A-4. Contract maintenance services managed by FMS.
A-5. Towing services using FMS equipment *or approved tow vendors.*
A-6. Washing of vehicles when manpower permits.

Acquisition

C-1. New vehicle numbering and entry into computer database

Financial and Information Services

D-1. Monthly billing report including utilization data
D-2. Annual utilization report.

Extra Charge Services

E-1. Damage to COUNTY fuel station facility or equipment. – Cost of repair
E-2. Driver training and CDL testing.
E-3. Additional ad hoc reports.

Other Vehicle Services

F-1. Parking and storage

II. FLEET MANAGEMENT FACILITIES

The Volusia County Fleet Management Division operates facilities at:

Fleet Management – 1270 Indian Lake Road, Daytona Beach. FL 32124

Tomoka Landfill – 1990 Tomoka Farms Road, Daytona Beach, FL 32128

III. HOURS OF OPERATION AND KEY PHONE NUMBERS

Administration: 7:30 to 5:00 Monday through Friday

Shops:

Fleet Management	(386) 254-1595	7:30 to 4:00	Monday through Friday
Tomoka Landfill	(386) 947-1850	7:00 to 5:30	Monday through Friday

IV. LEVEL AND QUALITY OF SERVICE

1. Unscheduled repairs and scheduled Preventative Maintenance (PM) and Safety Checks

1-a. Preventative Maintenance: Vehicles are generally PM'd every ten (10) weeks, and stickers are placed in the vehicles as a reminder. Safety checks are generally performed on each vehicle.

1-b. Work Order Services: A customer service writer or mechanic writes up work orders or each maintenance request.

1-c. Time promised: The turn around time for PM servicing and safety checks is usually one (1) day or less. However, during these inspections the operator reports deficient items which are repaired at such time and may increase down time by over one (1) day.

In addition, other unreported deficiencies may be observed by an inspector which may affect safety, or could cause damage to the equipment. These are corrected prior to releasing the vehicle for service.

When the repair involves the securing of parts not stocked by either the COUNTY or by private parts vendors, the downtime can be several days. In any case, FMS will make every effort to minimize downtime

1-d. Quality of Service (QS): For the above services QS is measured by feedback received from users and comeback reports from the FMS computerized fleet system. It is intended that a user survey be done to ascertain in greater detail where the subjective quality of service performance lies and can be improved. More objective measures such as turnaround time and comebacks have proven good to excellent during the past year.

1-e. Cleanliness: All vehicles may be cleaned and washed depending on the condition of the vehicles and on the availability of labor for such purposes.

V. CHARGING FOR SERVICES AND BILLING

A. CHARGES FOR SERVICES

Direct Charge for Service Method

All direct costs will be accounted for by vehicle identification. Labor costs will be charged per work order, upon completion of each job, at a competitive rate. The labor rate for maintenance and all services shall be the same as Fleet Management standard labor rate for all County divisions, currently $93.00 per hour. The repair parts shall be the rate charged by the NAPA IBS contract and the sublet (outside vendor labor) rate is cost plus 20%. Towing charges will be in accordance with current Master Agreement pricing.

B. BILLING

Billing shall be done monthly using the FMS in-house computer system. Bills are to be itemized and sent:

Attention: CITY OF DELAND

C. SERVICE WARRANTY

All services provided by FMS shall be performed at a level equal to prevailing industry standards. Work which is not completed, to the satisfaction of the CITY will be redone at no additional charges.

VI. RESPONSIBILITIES OF THE CITY

A. REPORT VEHICLE MALFUNCTIONS PROMPTLY

The CITY shall report vehicle malfunctions and other needed repairs to FMS as soon as practical following notice of such condition.

B. PAYMENT

The CITY shall promptly process journal vouchers for payment of the preceding month's services.

C. OPERATOR TRAINING

The CITY shall review departmental programs for operating training so FMS may contribute their expertise and suggestions for developing operator training programs for employees of the CITY.

D. COMPLIANCE WITH PREVENTATIVE MAINTENANCE (PM) SCHEDULING

The CITY shall comply with all PM scheduling.

CITY OF DELAND
Request for Commission Action
April 20, 2026

SUBJECT: Consideration, FDOT Public Transportation Grant Award 458236-1-94-01 for Airport Security Lighting on Central Apron Construction Project.

DEPARTMENT: Airport

PREPARED BY: Mindy Considine, Admin Coord.

ATTACHMENTS: Resolution , PTGA to Sponsor 458236-1-94-01 Security Lighting at Deland Municipal Airport

APPROVED BY: Michael Pleus, City Manager, April 15, 2026

SUMMARY/HIGHLIGHT:

The construction of Apron lighting is necessary to maintain safe and secure airfield operations. Proper illumination improves visibility for pilots, reducing the risk of accidents during nighttime or low-visibility conditions. It also enhances security by deterring unauthorized access and allowing better monitoring of aircraft and airport property. Pursuant to applications made by staff and our consultant, Avcon, the Florida Department of Transportation (FDOT) has agreed to fund 80% ($80,000) of the design and construction costs of this project.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government, Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

If approved, the attached grant agreement will provide a maximum of $80,000 or 80% in FDOT funding, with remaining funds $20,000 or 20% to be provided by the Airport Fund. This project is not included in the FY 25/26 budget, therefore, it will be included in a future budget amendment to be provided to the City Commission for approval with funding coming from Airport reserves.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached resolution and PTGA (Public Transportation Grant Agreement) for Airport Security Central Apron Lighting project.

BACKGROUND/DISCUSSION:

Currently, there is no security lighting on the Central Apron.

RESOLUTION NO. 2026 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORATION, FINANCIAL MANAGEMENT NO. 458236-1-94-01 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation has offered the City of DeLand a Public Transportation Grant Agreement, a copy of which is attached hereto as Exhibit "A", which will provide funding for the construction of the Central Apron Security Lighting of DeLand Municipal Airport; and

WHEREAS, the aforesaid agreement requires the City of DeLand to pay 20% of the anticipated project cost; and

WHEREAS, this project is necessary to provide for the needs of the aviation-related businesses and public users at DeLand Municipal Airport.

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

Section 1. The City Commission hereby sets aside the additional amount of $20,000 pay for its share (20%) of the anticipated cost.

Section 2. The Mayor-Commissioner is authorized to execute the Public Transportation Grant Agreement with the State of Florida Department of Transportation for this project.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED this 20th day of April 2026.

_____
Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

_____
Dale Arrington
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 10/25

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO	FLAIR Category:	088719
458236-1-94-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Award Identification Number (FAIN) – Transit only:	N/A	Org. Code:	55052000531
Contract Number:		Federal Award Date:	N/A	Vendor Number:	VF596000307028
CFDA Number:	N/A	Agency UEI Number:			
CFDA Title:	N/A				
CSFA Number:	55.004				
CSFA Title:	Aviation Grant Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of DeLand, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Security Lighting at Deland Municipal Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   X **Aviation**
   Seaports
   Transit
   Intermodal
   Rail Crossing Closure
   Match to Direct Federal Funding (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   Other

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   *Exhibit B1: Deferred Reimbursement Financial Provisions
   *Exhibit B2: Advance Payment Financial Provisions
   *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   X *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit E1: Prohibition Based on Health Care Choices
   Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

X Exhibit E3: Geoengineering and Weather Modification Reporting (Aviation)
X Exhibit E4: Energy Policy Goals Reporting
X Exhibit F: Contract Payment Requirements
X *Exhibit G: Audit Requirements for Awards of State Financial Assistance
*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
*Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
*Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 1, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days

of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $100,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $80,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing**. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the

Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

d. If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

e. If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

i. Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

ii. Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

iii. Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs

have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations**. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

    Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of

30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. 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 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:

   i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

   ii. 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.

h. **Projects with Non-profit Organizations.** Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

   i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

   ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes,the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity.This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"),

ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the

Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the

contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of DeLand

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: James S. Stroz, Jr., P.E.

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): High mast security lighting around west apron to be installed by local utility company (Duke Energy). Currently, there is no security lighting in this area.

B. Project Location (limits, city, county): DeLand Municipal - Sidney H Taylor Field/Deland, FL/Volusia
[X] Illustration/graphic/map of project area is applicable and attached to this Exhibit A.

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Apron Security Lighting Installation; As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, construction inspection and material testing costs, mobilization and demobilization, trenching and backfilling, high-mast lights, cables, conduits, lightning protection, structural concrete, required vault equipment modifications, and pavement repairs, including all materials, equipment, labor, and incidentals required to complete the work. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final close out documents to be uploaded in JACIP

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

DeLand
MUNICIPAL AIRPORT
AVCON
AVCON, INC.
CATEX EXHIBIT
REHABILITATION SOUTH-CENTRAL APRON
DELAND MUNICIPAL AIRPORT (DED01)
EXHIBIT

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
458236-1-94-01	DPTO	088719	2026	751000	55.004	Aviation Grant Program	$80,000.00
458236-1-94-01	LF	088719	2026	751000	55.004	Aviation Grant Program	$20,000.00
	Total Financial Assistance						$100,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/ Design/ Construction	$80,000.00	$20,000.00	$0.00	$100,000.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$80,000.00	$20,000.00	$0.00	$100,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Joseph A. Jerkins
Department Grant Manager Name

Signature Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Joseph A. Jerkins (email: joseph.jerkins@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Joseph A. Jerkins.

e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency 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 the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): N/A

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:
800-780-7102

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

   a. **Florida Statutes (F.S.)**
      - Chapter 163, F.S., Intergovernmental Programs
      - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
      - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
      - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
      - Chapter 332, F.S., Airports and Other Air Navigation Facilities
      - Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. Land Acquisition Certification. The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

2) Land will be considered to be needed for airport purposes under this assurance if:

a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

   a. A public transit provider as defined in s. 341.031(1), F.S.;
   b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
   d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

EXHIBIT E3

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION

(Geoengineering and Weather Modification Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. Statutory Reference. Section 403.4115, F.S. and Section 332.004, F.S.

2. Statutory Compliance. Pursuant to Section 403.4115, F.S., as a condition of receiving funds from the Department, the Agency, a public-use airport as this term is defined in Section 332.004, F.S., shall submit a monthly report beginning November 1, 2025, identifying:

a. The physical presence of any aircraft on public property, including any public infrastructure, equipped with any part, component, device, or the like which may be used to support the intentional emission, injection, release, or dispersion of air contaminants into the atmosphere within the borders of this state when such emissions occur for the express purpose of affecting temperature, weather, climate, or the intensity of sunlight; and

b. The landing, takeoff, stopover, or refueling of an aircraft equipped with the components outlined above on the physical location of the public infrastructure.

– End of Exhibit E3 –

EXHIBIT E4
PROGRAM SPECIFIC TERMS AND CONDITIONS
(Energy Policy Goals Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.135(2)(c)4, F.S. and Section 377.601(3), F.S.

2. **Statutory Compliance.** Pursuant to Section 339.135(2)(c)4, F.S., the Department shall submit a report identifying any agencies listed below that have adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S. to the legislative appropriation committees:

   a. A public transit provider as defined in s. 341.031(1), F.S.;
   b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.;
   c. A public-use airport as defined in s. 332.004, F.S.; or
   d. A port listed in s. 311.09(1), F.S.

3. **Agency Reporting Requirements.** As a condition of receiving state funds from the Department, the Agency shall certify in the section below whether the Agency has adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S.:

   The Agency HAS ☐ / HAS NOT ☐ adopted or promoted energy policy goals inconsistent with the energy policy of the State of Florida set forth in Section 377.601(3), F.S.

– End of Exhibit E4 –

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** $80,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

CITY OF DELAND
Request for Commission Action
April 20, 2026

SUBJECT: Consideration, FDOT Public Transportation Grant Award 438416-2-94-02 for Airport East Hangar Complex Phase 1b Construction Project.

DEPARTMENT: Airport

PREPARED BY: Mindy Considine, Admin Coord.

ATTACHMENTS: Resolution , PTGA to Sponsor 438416-2-94-02 Infrastructure Improvements at DED

APPROVED BY: Michael Pleus, City Manager, April 15, 2026

SUMMARY/HIGHLIGHT:

The construction of East Hangar Complex Phase 1b consists of converting Old NDB Rd into a taxilane, rehabilitation of the East Aircraft Parking Apron, a new roadway to airport businesses, and relocation of existing utilities to provide a clear Taxilane Object Free Area. Pursuant to applications made by staff and our consultant, Avcon, the Florida Department of Transportation (FDOT) has agreed to fund 80% ($726,539) of the construction costs.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government, Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

If approved, the attached grant agreement will provide a maximum of $726,539 or 80% in FDOT funding, with remaining funds $181,635 or 20% to be provided by the Airport budget. The FY 25/26 budget for the airport included $1,000,000 for the project with FDOT funding for $800,000 (80%) and airport funding for $200,000 (20%).

RECOMMENDATION:

Staff recommends that the City Commission approve the attached resolution and PTGA (Public Transportation Grant Agreement).

BACKGROUND/DISCUSSION:

Old NDB Rd is currently a joint-use roadway. It acts both as a roadway to businesses and as an active taxilane for aircrafts. To increase safety measures, Old NDB Rd needs to be converted into a taxilane to help prevent future incidents. The apron is part of an old (1940s) runway which needs to be rehabilitated in order to provide a safe apron area and additional parking for aircrafts.

RESOLUTION NO. 2026 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORATION, FINANCIAL MANAGEMENT NO. 438416-2-94-02 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation has offered the City of DeLand a Public Transportation Grant Agreement, a copy of which is attached hereto as Exhibit "A", which will provide funding for the East Hangar complex phase 1b, construction at DeLand Municipal Airport; and

WHEREAS, the aforesaid agreement requires the City of DeLand to pay 20% of the anticipated project cost; and

WHEREAS, this project is necessary to provide for the needs of the aviation-related businesses and public users at DeLand Municipal Airport.

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

Section 1. The City Commission hereby sets aside the additional amount of $181,635 pay for its share (20%) of the anticipated cost.

Section 2. The Mayor-Commissioner is authorized to execute the Public Transportation Grant Agreement with the State of Florida Department of Transportation for this project.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED this 20th day of April 2026.

_____
Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

_____
Dale Arrington
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 10/25

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DDR	FLAIR Category:	088719
438416-2-94-02		Work Activity Code/Function:	215	Object Code:	751000
		Federal Award Identification Number (FAIN) – Transit only:	N/A	Org. Code:	55052000531
Contract Number:		Federal Award Date:	N/A	Vendor Number:	VF596000307028
CFDA Number:	N/A	Agency UEI Number:			
CFDA Title:	N/A				
CSFA Number:	55.004				
CSFA Title:	Aviation Grant Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of DeLand, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Construct East Hangar phase 1b infrastructure at Deland Municipal Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   X **Aviation**
   Seaports
   Transit
   Intermodal
   Rail Crossing Closure
   Match to Direct Federal Funding (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   Other

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   *Exhibit B1: Deferred Reimbursement Financial Provisions
   *Exhibit B2: Advance Payment Financial Provisions
   *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   X *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit E1: Prohibition Based on Health Care Choices
   Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

X Exhibit E3: Geoengineering and Weather Modification Reporting (Aviation)
X Exhibit E4: Energy Policy Goals Reporting
X Exhibit F: Contract Payment Requirements
X *Exhibit G: Audit Requirements for Awards of State Financial Assistance
*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
*Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
*Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 1, 2029. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days

of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $908,174. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $726,539 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the

Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

d. If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

e. If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

i. Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

ii. Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

iii. Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs

have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations**. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

    Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of

30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. 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 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:

   i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

   ii. 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.

h. **Projects with Non-profit Organizations.** Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

   i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

   ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes,the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity.This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"),

ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the

Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the

contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of DeLand

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: James S. Stroz, Jr., P.E.

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components fundedvia this Agreement (if not the entire project)): East Hangar complex phase 1b, infrastructure construction at Deland Municipal Airport. There is a need to convert Old Ndb Road into a taxilane for the safety of aircraft. Currently Old NDB is used as a road and a taxilane. The apron is old and needs to be rehabilitated. Construction of a new roadway,conversion of Old Ndb Road road into a taxilane, rehab aircraft parking apron, stormwater permitting and relocation of utilities.

B. Project Location (limits, city, county): DeLand Municipal - Sidney H Taylor Field/Deland, FL/Volusia
[X] Illustration/graphic/map of project area is applicable and attached to this Exhibit A.

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Infrastructure and Utility Relocation Construction: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, plans preparation and bid documents for the infrastructure construction project. This includes new roadway, conversion of existing road into taxilane, rehabilitation/reconstruction of aircraft parking apron, airfield lighting/markings, and related stormwater. Together with all plan updates, necessary design variation, exceptions, and change orders approved by the Agency and all incidentals required to complete the project. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final closeout documents to be uploaded into JACIP.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

REFERENCE EXHIBIT

DeLand MUNICIPAL AIRPORT

AVCON

AVCON, INC.

EAST HANGAR COMPLEX - PHASE 1B

DELAND MUNICIPAL AIRPORT
DELAND, FLORIDA

PROJECT SCOPE EXHIBIT

SCALE (U/S SVY FT): GRAPHIC

REVISIONS:

NO.	DATE	BY	DESCRIPTION

DESIGNED BY: SHH
DRAWN BY: SHH
CHECKED BY: SHH
APPROVED BY:
DATE: SEPTEMBER 2023

FDOT FM NO. -
AVCON PROJECT NO. -
EDDI_EASTHANGARSPHASE1B-REV2

DRAWING
EXH-1

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
438416-2-94-02	DDR	088719	2026	751000	55.004	Aviation Grant Program	$726,539.00
438416-2-94-02	LF	088719	2026	751000	55.004	Aviation Grant Program	$181,635.00
	Total Financial Assistance						$908,174.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/ Design/ Construction	$726,539.00	$181,635.00	$0.00	$908,174.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$726,539.00	$181,635.00	$0.00	$908,174.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Joseph A. Jerkins
Department Grant Manager Name

Signature Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Joseph A. Jerkins (email: joseph.jerkins@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Joseph A. Jerkins.

e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency 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 the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): N/A

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:
800-780-7102

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

   a. **Florida Statutes (F.S.)**
      - Chapter 163, F.S., Intergovernmental Programs
      - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
      - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
      - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
      - Chapter 332, F.S., Airports and Other Air Navigation Facilities
      - Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. **Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

2) Land will be considered to be needed for airport purposes under this assurance if:

a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

   a. A public transit provider as defined in s. 341.031(1), F.S.;
   b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
   d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

EXHIBIT E3

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION

(Geoengineering and Weather Modification Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. Statutory Reference. Section 403.4115, F.S. and Section 332.004, F.S.

2. Statutory Compliance. Pursuant to Section 403.4115, F.S., as a condition of receiving funds from the Department, the Agency, a public-use airport as this term is defined in Section 332.004, F.S., shall submit a monthly report beginning November 1, 2025, identifying:

a. The physical presence of any aircraft on public property, including any public infrastructure, equipped with any part, component, device, or the like which may be used to support the intentional emission, injection, release, or dispersion of air contaminants into the atmosphere within the borders of this state when such emissions occur for the express purpose of affecting temperature, weather, climate, or the intensity of sunlight; and

b. The landing, takeoff, stopover, or refueling of an aircraft equipped with the components outlined above on the physical location of the public infrastructure.

– End of Exhibit E3 –

EXHIBIT E4
PROGRAM SPECIFIC TERMS AND CONDITIONS
(Energy Policy Goals Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.135(2)(c)4, F.S. and Section 377.601(3), F.S.

2. **Statutory Compliance.** Pursuant to Section 339.135(2)(c)4, F.S., the Department shall submit a report identifying any agencies listed below that have adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S. to the legislative appropriation committees:

   a. A public transit provider as defined in s. 341.031(1), F.S.;
   b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.;
   c. A public-use airport as defined in s. 332.004, F.S.; or
   d. A port listed in s. 311.09(1), F.S.

3. **Agency Reporting Requirements.** As a condition of receiving state funds from the Department, the Agency shall certify in the section below whether the Agency has adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S.:

   The Agency HAS ☐ / HAS NOT ☐ adopted or promoted energy policy goals inconsistent with the energy policy of the State of Florida set forth in Section 377.601(3), F.S.

– End of Exhibit E4 –

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** $726,539

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

CITY OF DELAND
Request for Commission Action
April 20, 2026

SUBJECT: Consideration re Approval of Professional Engineering Services - AVCON, Inc. for Central Apron Security Lighting.

DEPARTMENT: Airport

PREPARED BY: Mindy Considine, Admin Coord.

ATTACHMENTS: DED Apron Lighting - Scope Fee_V2

APPROVED BY: Michael Pleus, City Manager, April 15, 2026

SUMMARY/HIGHLIGHT:

Apron lighting is necessary to maintain safe and secure airfield operations. Proper illumination improves visibility for pilots, reducing the risk of accidents during nighttime or low-visibility conditions. It also enhances security by deterring unauthorized access and allowing better monitoring of aircraft and airport property.

The subject of Professional Engineering Services by Avcon includes Cost Estimates, Design Review Meeting, Duke Energy Coordination, and Sign and Seal Permit Drawings.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The consultant's scope of services for the planning in connection with this project is not to exceed the amount of $14,000. Of this amount, 80% or $11,200 will be funded by the FDOT with remaining funds, 20% or $2,800 to be provided by the Airport Enterprise Fund.

RECOMMENDATION:

Staff recommends that the City Commission approve the proposal from AVCON, Inc. to provide Professional Engineering Services to construct the Central Apron Security Lighting for a fee not to exceed $14,000.

BACKGROUND/DISCUSSION:

Completion of Central Apron Security Lighting airfield markings is expected in the Fall of 2026.

AVCON, INC.
Engineers & Planners

5555 E. Michigan Street, Suite200
Orlando, Florida 32822
Phone: (407) 599-1122

February 2nd, 2026

Reference: Professional Engineering Services Proposal
Apron Lighting
DeLand Municipal Airport

Dear John Eiff:

As requested, please accept this proposal for professional engineering services associated with the Apron Lighting project at the DeLand Municipal Airport. The scope of services includes preparation of preliminary design drawings and light pole location exhibits, coordination with electrical utility service provider (Duke Energy), and ancillary design and coordination support for the procurement and installation of Duke Energy owned (Airport Leased) Apron Lighting for the main aircraft parking apron.

PROJECT UNDERSTANDING

The existing main aircraft parking apron at the DeLand Municipal Airport lacks dedicated area/site lighting over the full footprint. Existing illumination is limited to "light throw" from nearby hangar wall pack lighting or off-airport street lighting. This results in a very poorly/dimly lit apron area that presents potential safety concerns with increased itinerant traffic and usage of the main aircraft parking apron.

The project scope includes preliminary design of four (4) light pole locations on the airfield adjacent to the main aircraft parking apron, outreach and coordination with the utility provider (Duke Energy), and follow-up design assistance and construction coordination during the installation of the light poles. Electrical service origination points will be identified and coordinated with Duke Energy and light pole foundation locations will be evaluated for compatibility with the light pole design. AVCON will ensure that lights are located, positioned, and aimed to best illuminate the apron with as few new lights poles as practical. AVCON will also ensure that light poles are located outside of aircraft critical clearance areas to ensure that the new lighting does not pose a threat to the flying community.

SUMMARY OF SERVICES

AVCON's professional design services for the project will include technical services as necessary to provide preliminary design, siting, and coordination for the new apron lighting noted in the following scope of services.

1. Conduct site visits and review potential light pole locations with the Airport.

2. Review record drawings and record documents to site and clear the proposed light pole locations of utility conflicts.

3. Prepare preliminary design drawings and begin coordination with Duke Energy.

4. Assist the Owner and Duke Energy with the coordination and implementation of the preliminary lighting design.

5. Provide assistance with permitting (structural, electrical, etc.) as needed to facilitate the construction and installation of the light poles.

DESIGN PHASE

1. Design Development (95%Submittal)

   a. Drawings (95%)
      1) Cover Sheet
      2) Existing Conditions
      3) Proposed Site Plan
      4) Installation Details & Specifications
      5) Photometrics (if necessary)

   b. Probable Construction Costs (95%)

   c. Design Review Meeting

   d. Delivery to Duke Energy for AHJ Planning/Design Delivery

   e. Deliver signed/sealed drawings for permitting and construction after coordination with the AHJ.

DELIVERABLES

1. Design Phases

   a. 95% Submittal:
      - 2 – Half-size submittal drawing sets (17x11)
      - 1 – Copy of project cost opinion

- Signed and Sealed Permit Drawings (after AHJ coordination)

ASSUMPTIONS

1. 2D AutoCAD will be utilized for this project; Revit/BIM is not required.
2. Photometrics are only available if the fixture head selections are provided by the AHJ.

ADDITIONAL SERVICES – The following services are not included in **AVCON** scope of work for the project, unless otherwise indicated:

1. Permit fees.
2. Additional systems not specifically included in this scope of services.
3. Construction Phase Services
4. Post Bid Value Engineering

PRELIMINARY SCHEDULE (Duration)

Design Phase (95%):	4 weeks from issued NTP.
S&S Permit Drawings	1 week after receipt from AHJ

FEES

AVCON, Inc. proposes to provide the above-noted services for a lump sum fee of **$14,000.00**. Note that reimbursables are included in the total project fee. These shall include printing, postage, and vehicle mileage. Reimbursables shall be submitted with appropriate documentation.

We appreciate the opportunity to provide this proposal and look forward to working with you toward the successful completion of the project.

Sincerely,
AVCON, Inc.

Daniel J. Nickols, Jr., P.E.
Senior Project Manager, Airports

cc: Jack Thompson, CM, LEED AP

EXHIBIT B - HOUR AND FEE PROPOSAL
APRON LIGHTING - DESIGN PHASE SERVICES
DELAND MUNICIPAL AIRPORT

2/24/202

TASK	DESCRIPTION	Sr. Project Manager		Sr. Engineer		Engineer		CADD Design		QC Reviewer		Admin		Labor		Subconsultant Cost
		Rate/Hour:	$240.00	Rate/Hour:	$220.00	Rate/Hour:	$125.00	Rate/Hour:	$90.00	Rate/Hour:	$290.00	Rate/Hour:	$80.00			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
1	**DESIGN PHASE (95% SUBMITTAL)**															
1.1	Drawings	1	$ 240	8	$ 1,760	16	$ 2,000	40	$ 3,600	2	$ 580	2	$ 160	69	$ 8,340	$ -
1.2	Probable Construction Cost Estimate	1	$ 240	2	$ 440	2	$ 250		$ -		$ -		$ -	5	$ 930	$ -
1.3	Design Review Meeting	4	$ 960		$ -		$ -		$ -		$ -		$ -	4	$ 960	$ -
1.4	Duke Energy Coordination	1	$ 240	4	$ 880	8	$ 1,000		$ -		$ -		$ -	13	$ 2,120	$ -
1.5	Sign and Seal Permit Drawings	1	$ 240	2	$ 440		$ -	9	$ 810		$ -	2	$ 160	14	$ 1,650	$ -
	Subtotal	**8**	**$ 1,920**	**16**	**$ 3,520**	**26**	**$ 3,250**	**49**	**$ 4,410**	**2**	**$ 580**	**4**	**$ 320**	105	$ 14,000	**$ -**
	Total	**8**	**$ 1,920**	**16**	**$ 3,520**	**26**	**$ 3,250**	**49**	**$ 4,410**	**2**	**$ 580**	**4**	**$ 320**	**105**	**$ 14,000**	**$ -**

Total Project Fee	**$ 14,000**

CITY OF DELAND
Request for Commission Action
April 20, 2026

SUBJECT: Approval of Minutes for the Special Meeting held on March 28, 2026, the Special Meeting held on March 30, 2026 and the regular Meeting held on April 6, 2026.

DEPARTMENT: City Clerk

PREPARED BY: Dale Arrington, Interim City Clerk

ATTACHMENTS: 03-28-2026 City Commission Special Meeting_Minutes, 03-30-2026City Commission Special Meeting_Minutes, 04-6-2026 City Commission Regular Meeting_Minutes

APPROVED BY: Michael Pleus, City Manager, April 14, 2026

SUMMARY/HIGHLIGHT:

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the City Commission review and approve the attached Minutes.

BACKGROUND/DISCUSSION:

CITY OF DELAND
SPECIAL MEETING OF THE CITY COMMISSION
MARCH 28, 2026 AT 9:00 AM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

MINUTES

CALL TO ORDER

Mayor Cloudman called the meeting to order at 9:00 am.

ROLL CALL

Present: Richard Paiva, Commissioner; Jessica Davis, Vice-Mayor Commissioner; Dan Reed, Commissioner; Kevin Reid, Commissioner; Christopher M. Cloudman, Mayor-Commissioner.

Staff Present: Michael Pleus, City Manager; Dale Arrington, Interim City Clerk-Auditor; Jeremy Wiggins, Human Resources Director.

WELCOME ADDRESS AND OUTLINE OF TODAY'S EVENTS

Mayor Cloudman thanked the Commission, staff and the five finalists for the position of City Clerk-Auditor for attending this special meeting on Saturday. He explained that today would consist of individual Commissioner interviews with each candidate, interviews of each candidate with the entire Commission, and then an opportunity for discussion and possible selection of a final candidate. Mayor Cloudman continued by explaining that a special meeting has also been scheduled for Monday, March 30, 2026, in case additional thought and discussion is required before making a final selection. Mayor Cloudman then asked Human Resources Director Jeremy Wiggins to provide further instructions for today's proceedings.

Mr. Wiggins went through the schedule in more detail, advising on candidate escorts, room locations and time parameters for the individual interviews; explaining lunch arrangements with the candidates and city Department Heads; and an explanation of the process the Commission would use to conduct the group interview of candidates.

Mr. Wiggins answered several questions about the schedule.

RECESS MEETING TO SPECIFIC TIME

There being no further questions, at 9:11 a.m. Mayor Cloudman recessed the meeting until 11:30 a.m.

RECONVENE PREVIOUSLY ADJOURNED MEETING

The Mayor called the recessed meeting back to order at 12:31 p.m.

PUBLIC INTERVIEW OF CANDIDATES

The Mayor clarified that both the preceding lunch and this portion of the meeting were open to the public.

Before beginning the individual interviews, Jeremy Wiggins explained that individual candidates would be able to leave the premises following completion of their interview, and that there would not be an opportunity to re-interview anyone today.

Commissioner Davis asked several questions relating to the process for selecting a preferred candidate and negotiating salary and fringe benefits. Mr. Wiggins indicated that once a selection is made, negotiations for a contract would need to completed. The Mayor stated that the Commission will need to decide whether to pick a top candidate, and a possible alternate, and the composition of

the negotiation team. The Commission discussed the process for conducting the interviews and agreed that each candidate would be given an opportunity to provide opening remarks. The Commission would then proceed with asking individual questions with each Commissioner having an opportunity for initial and follow-up questions. Lastly, each candidate would be given an opportunity to provide closing comments and address anything they feel may have been missed. The Commission indicated agreement with the process and announced that they were ready for the first candidate.

The Commission proceeded to interview each candidate in the following order. Mr. Wiggins escorted candidates to and from the room.

The Commission interviewed Mr. Jonathan Jacob from 12:40 p.m. to 1:10 pm.

The Commission interviewed Ms. Kieu Moses from 1:13 p.m. to 1:37 p.m.

The Mayor recessed the meeting for a short break at 1:37 p.m. and reconvened the meeting at 1:45 p.m.

The Commission interviewed Ms. Bonnie Slotnik from 1:47 p.m. to 2:16 p.m.

The Commission interviewed Mr. Christian Gowan from 2:18 p.m. to 2:40 p.m.

The Commission interviewed Ms. Cassandra Kilgore from 2:42 p.m. to 3:00 p.m.

PUBLIC PARTICIPATION

There were no members of the public present.

COMMISSION DISCUSSION

Before beginning discussions, the Mayor asked the Commission if everyone was satisfied with the pool of candidates interviewed. All Commissioners indicated that they were satisfied.

Following initial discussion, the Commission decided that they would begin narrowing down the discussion by each naming their top three candidates, not in any particular order, to determine if there is any commonality. Mayor Cloudman asked that this be done using candidates names and that the names be stated in the order that they interviewed.

Commissioner Kevin Reid stated his top three candidates were Kieu Moses, Christian Gowan and Cassandra Kilgore.

Commissioner Dan Reed stated his top three candidates were Kieu Moses, Christian Gowan and Cassandra Kilgore.

Mayor Cloudman stated his top three candidates were Kieu Moses, Christian Gowan and Cassandra Kilgore.

Vice Mayor Jessica Davis stated her top three candidates were Kieu Moses, Christian Gowan and Cassandra Kilgore.

Commissioner Richard Paiva stated his top three candidates were Kieu Moses, Bonnie Zlotnik and Christian Gowan.

Jeremy Wiggins advised that this round of voting indicates that one candidate can be eliminated from further consideration.

The Commssion discussed their next step. Mr. Wiggins explained that he has ballots and that Commissioners could rank their top three candidates by assigning three points to their first choice, two points to their second choice and 1 point to the third choice. The original ranking sheets are attached to these minutes. The composite voting is as follows:

Candidate Name	Mayor Cloudman	Vice Mayor Davis	Comm. Reid	Comm. Reed	Comm. Paiva	TOTAL PTS
Jonathan Jacob						
Kieu Moses	1	3	2	3	2	11
Bonnie Zlotnik					1	1
Christian Gowan	3	1	3	1	3	11
Cassandra Kilgore	2	2	1	2		7

Michael Pleus indicated that there was a clear consensus on the top two. Jeremy Wiggins reported the scores.

Commission members discussed the candidates' characteristics, experiences, skills, education and certificates, and responses to interview and application questions. A discussion was conducted about how difficult it was to decide between these two top candidates and which candidate will serve the best interests of the City. Mr. Wiggins clarified several points of information that were raised. Mr. Wiggins indicated that a second round of voting may be needed to determine priority order because it sounds like the Commission as a whole is satisfied and struggling to determine the top candidate. In response to a question, Mr. Wiggins explained that upon selection of a top candidate, the Commission would provide direction on contract requirements. Mr. Pleus indicated that generally the Mayor and the Human Resources Director negotiate the contract.

Mayor Cloudman stated that it sounded like most Commissioners have a preference. He invited Commissioner Paiva to express his preference. Commissioner Paiva indicated he could not make a decision between the two and needed more time to further consider his preference. Commissioner Kevin Reid explained that he could not attend the Monday night meeting. Vice Mayor Davis indicated that she would like to take another ballot today. Commissioner Paiva indicated that he would support the majority of the Commission, but that he stood firmly undecided between the top two candidates. There was discussion about the need to have the support of the full Commission on this decision. Commissioner Kevin Reid rechecked his calendar and determined that he could attend the March 30, 2026 meeting.

Following further discussion, the Commission decided to take another ballot. Mr. Wiggins distributed the ballots and provided instructions. The original ranking sheets are attached to these minutes. The composite voting was as follows:

Candidate Name	Mayor Cloudman	Vice Mayor Davis	Comm. Reid	Comm. Reed	Comm. Paiva	TOTAL PTS
Jonathan Jacob						
Kieu Moses	2	1	2	1	tie	6
Bonnie Zlotnik						
Christian Gowan	1	2	1	2	tie	6
Cassandra Kilgore						

Mr. Pleus announced that the total scores were tied. Mr. Pleus indicated that he thought it would be best to adjourn today's meeting and reconvene on Monday for further discussion. Mr. Pleus asked if there was any information that staff could provide to assist. Following further discussion, it was decided that the Commissioners would review and reflect upon the materials before them and come to the upcoming meeting prepared to discuss.

ADJOURNMENT

There being no further business to come before the Commission, the meeting was adjourned at 4:32 pm.

RESPECTFULLY SUBMITTED, APPROVED ON:

_____ DATE: _____

Dale Arrington, Interim City Clerk-Auditor

CITY OF DELAND
SPECIAL MEETING OF THE CITY COMMISSION
MARCH 30, 2026 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

MINUTES

CALL TO ORDER

The meeting was called to order by Mayor Cloudman at 7:00 P.M.

Present: Richard Paiva, Commissioner; Jessica Davis, Vice Mayor-Commissioner; Dan Reed, Commissioner; Kevin Reid, Commissioner; Christopher M. Cloudman, Mayor-Commissioner

ALSO PRESENT: Michael Pleus, City Manager; Darren J. Elkind, City Attorney; Dale Arrington, Interim City Clerk-Auditor; Jeremy Wiggins, Human Resources Director and Community Information Manager, Sarah Lux.

OLD BUSINESS

1. Consideration of Applicants for City Clerk-Auditor Position

The Mayor asked the Commission for any additional thoughts before proceeding with the vote. Vice Mayor Davis then thanked the Commission and Commissioner Paiva for the extra time to think over all the information received from the five interviews. She mentioned speaking with Julie Hennessy as a character reference. She wanted to advise that Julie Hennessy offered to help with the on-boarding process for the new clerk. She went on to state how happy she is to have two very qualified candidates. Dan Reed also stated being very thankful for the process, especially noting how organized it was and echoed Vice Mayor Davis's sentiment of being so lucky to have two great candidates. Kevin Reid expressed his approval of the interview process, praising the amount of information that was delivered through the package, noting the inbox exercise as being especially helpful. Commissioner Paiva expressed his thanks to Jeremy Wiggins for the extremely thorough process. Mayor Cloudman then thanked Jeremy Wiggins for the outstanding process.

Vice Mayor Davis stated that she had changed her thought process since last Saturday and that she believes that the City requires a fully experienced and certified Clerk. She further expressed that although she felt Mrs. Moses could obtain certification and experience over several years, this was not something that the City could wait on especially since the Deputy City Clerk, who was also certified, left DeLand's employment. Vice Mayor Davis stated that this thought led her to now favor Mr. Gowan. Several other commissioners expressed comments about how the choice was a close call.

Jeremy Wiggins suggested voting and then discussing the hiring package.

Each Commissioner cast a ballot indicating their selection. Commissioner Dan Reed and

Commissioner Paiva chose Kieu Moses. Vice Mayor Davis, Commissioner Kevin Reid and Mayor Cloudman selected Christian Gowan. (Ballots are attached and incorporated into these minutes). Commissioner Dan Reed moved to appoint Christian Gowan as the next City Clerk-Auditor dependent upon successful contract negotiation; with Kieu Moses being the alternate should contract negotiations not be successful. Commissioner Kevin Reid seconded. The motion passed unanimously.

Jeremy Wiggins recommended the negotiation with Christian Gowan include a salary range with incentives for obtaining his Auditor and MMC certificates. City Manager Michael Pleus suggested that the package mirror that of the standard Department Head in terms of retirement plan, performance, raises and benefits. A severance package has to be drawn up and included in the contract. Vice Mayor Davis asked about the duration of the contract and Michael Pleus recommended it be open-ended while having a probationary period.

Vice Mayor Davis requested that the new Clerk be required to advise Council of their work schedule to include time off, out of office, working from home, at a conference, etc. and that the Clerk be required to report on activities/accomplishments on a routine basis.

Mr. Wiggins stated that he had enough information to proceed. Mr. Elkind will draft the contract. The negotiation team will include Mayor Cloudman and Jeremy Wiggins.

ADJOURNMENT

There being no further business, the meeting was adjourned at 7:43 P.M.

RESPECTFULLY SUBMITTED: APPROVED ON:

_____ _____

Dale Arrington, Interim City Clerk-Auditor Date

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

MINUTES

CALL TO ORDER

Mayor Cloudman called the meeting to order at 7:01 p.m.

INVOCATION-

Pastor Mike Carroll of First Assembly DeLand provided the invocation on behalf of Pastor Don Jagers of LifePoint Community Church.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Richard Paiva, Commissioner; Jessica Davis, Vice Mayor-Commissioner; Dan Reed, Commissioner; Kevin Reid, Commissioner; Christopher M. Cloudman, Mayor-Commissioner

ALSO PRESENT: Michael Pleus, City Manager; Darren J. Elkind, City Attorney; Dale Arrington, Interim City Clerk-Auditor; Michael Grebosz, Assistant City Manager; Jason Umberger, Police Chief; Todd Allen, Fire Chief; 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; Sarah Lux, Community Information Manager; Emily Kunkle, Planner II; Alberto Ceirelli, IT Director; members of the public and press.

PRESENTATIONS

1. City of DeLand Super Star Students of the Month.

Mayor Cloudman announced the winners of the Super Star Students for the Month for April 2026 and Commissioner Kevin Reid presented certificates to the students:

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

2. Presentation of Employee Years of Service Award for Jeffrey Von Bretzel.
Vice Mayor Davis presented Jeffrey Von Bretzel with the 10 Years of Service Award.

3. Proclamation -- Water Conservation Month
Commissioner Kevin Reid read the Proclamation and Commissioner Dan Reed presented it to Department Head Jim Ailes.

4. Proclamation - Sexual Assault Awareness Month
Vice Mayor Jesica Davis read the proclamation for Sexual Assault Awareness Month and Commissioner Richard Paiva presented the proclamation.

CONSENT AGENDA

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

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

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

4. Consideration for Approval of a Use Agreement For Volusia County Emergency Medical Services 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.

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.

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

8. Approval of Minutes from the regular meeting of the City Commission held on December 1, 2025, December 15, 2025 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.

Mayor Cloudman asked if anyone wanted to pull any item for discussion, but no one commented or signaled. Vice Mayor Jessica Davis made a motion to approve and Commissioner Richard Paiva seconded. There was no further discussion.

Upon call to vote, the motion passed unanimously.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

Randy Williams prayed and thanked the community for their hospitality.

James Green of 614 Ambrose Street DeLand spoke about his street not being paved in 50 years while a new street near his address has been repaved. Mr. Green also mentioned the 3 retention ponds near his home being overgrown and inundated with litter, which he believes is the cause of his home flooding during hurricane Milton. City Manager, Michael Pleus informed Mr. Green that the holdup was due to sheet flow issue as well as ADA issues with the sidewalks and it is needing to be designed in order to be fixed properly. Mr. Pleus then invited Ray Underwood, the Public Works Director, to communicate with Mr. Green about a timeline. Mr. Green noted that this was his 4th time speaking about the problem to the Commission. Vice Mayor Davis asked that there be clear communication regarding the timeline to fix the issues between the City and Mr. Green, so everyone is on the same page.

Corey Schbon introduced his ideas on redeveloping the old jail house, including his ideas for parking issues.

BOARD APPOINTMENT

1. Consideration re Appointments to DeLand Housing Authority.

Interim City Clerk Dale Arrington informed the Commission that the DeLand Housing Authority requires a majority (3 of 5) of its members to be residents of the City. She noted that currently three members reside outside the City limits, including one member (Mike Newberry) requesting reappointment.

Ms. Arrington further advised that of the six applicants, Katherine Russell does not reside within the City limits and recommended that the Commission consider applicants who meet residency requirements in accordance with the city resolution regarding board appointments.

Vice Mayor Davis acknowledged receipt of updated applicant information prior to the meeting and expressed support for adhering to the requirements of the governing resolutions.

Mayor Cloudman opened the floor for applicant comments. Maurice Hylton addressed the Commission and provided an overview of his background and prior board experience.

Commissioner Paiva noted that Mr. Hylton had previously applied for another board and commended his continued interest in serving.

The Commission proceeded with completing preference tabulation score sheets, resulting in Maurice Hylton and Jasia Brown receiving majority support for appointment. The score sheets are appended to and incorporated into these minutes.

Mayor Cloudman called for a motion. Motion made by Vice Mayor Davis to appoint Maurice Hylton and Jasia Brown to the DeLand Housing Authority, seconded by Commissioner Reed.

There was no discussion.

Upon call for the vote, the motion passed unanimously.

OLD BUSINESS

Mayor Cloudman announced that there were no items for 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).

   Staff requested that this item be continued to the May 4, 2026 meeting.

   Mayor Cloudman called for a motion.

   Motion made by Commissioner Reed, seconded by Vice Mayor Davis, to continue the item to May 4, 2026.

   There was no discussion.

   Upon call for the vote, the motion passed unanimously.

   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.

   Staff requested that this item be continued to the May 4, 2026 meeting.

   Mayor Cloudman called for a motion.

   Motion made by Commissioner Reed, seconded by Vice Mayor Davis, to continue the item to May 4, 2026.

   There was no discussion.

   Upon call for the vote, the motion passed unanimously.

2. 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 City Attorney read the title of an ordinance to change the zoning to Glass House Square PD for approximately 0.868 acres of property located at 130 West New York Avenue from C-2A to Planned Development.

   Planning Director Carol Kuhn presented the item outlining the history and planning principles relating to this application and recommended denial of the request.

   Mayor Cloudman opened the floor for questions or comments from the Commission; there were none.

Attorney Alex Ford, representing the applicant, addressed the Commission and read a letter into the record, which was also provided to the Commission. The letter requested direction from the Commission and included an excerpt from the transcript of the June 5, 2023 regular meeting (Old Business Item No. 1), reflecting the applicant's prior response to the item presented at that meeting. Mayor Cloudman opened the public hearing and asked for questions and comments from the public. There being none, the public hearing was closed.

Commissioner Dan Reed stated that his position had not changed from the previous meeting and, based on staff's recommendation, moved to deny the request for all the reasons outlined in the staff report.

Commissioner Kevin Reid seconded the motion for discussion purposes.

Upon roll call vote:

- Commissioner Paiva – Yes
- Vice Mayor Davis – Yes
- Commissioner Reed – Yes
- Commissioner Reid – No
- Mayor Cloudman – Yes

The Motion to deny the change of zoning passed (4–1).

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

Interim City Clerk Dale Arrington presented the resolution and provided an overview of its provisions.

Commissioner Reid requested clarification as to whether the resolution referenced the City Clerk by name or the Office of the City Clerk. Ms. Arrington confirmed that it referred to the Office of the City Clerk.

Mayor Cloudman asked for additional questions; there were none.

Mayor Cloudman called for a motion.

Motion made by Commissioner Paiva, seconded by Commissioner Reid, to adopt the resolution.

There was no discussion.

Upon call for the vote, the motion passed unanimously.

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

Parks and Recreation Director Rick Hall presented the proposal for concession management services at Spec Martin Stadium and Melching Field. He noted that the existing agreement with Stetson University is expiring and that the University will no longer provide concession services.

Mr. Hall advised that the Parks and Recreation Department currently provides concession services at the Sperling Sports Complex and is proposing to expand services to all City event venues, including Spec Martin Stadium and Melching Field. He outlined anticipated improvements, including expanded menu options, increased staffing, consistent operating hours, and affordable pricing.

Commissioner Reid inquired whether all games would be covered and whether alcohol would be provided. Mr. Hall confirmed that all games would be covered and that the City would provide food and non-alcoholic beverages only.

Vice Mayor Davis asked about staffing and the potential use of volunteers. Mr. Hall stated that the use of volunteers had not been successful in the past and noted a strong response to recent recruitment efforts, with over 100 applicants.

Mayor Cloudman called for a motion.

Motion made by Commissioner Paiva, seconded by Commissioner Reid, to approve the concession management proposal.

There was no discussion.

Upon call for the vote, the motion passed unanimously.

CITY COMMISSION REPORTS

1. Report re Elected Officials Round Table.
   No Discussion.

2. Report re Volusia-Flagler TPO.
   Mayor Cloudman gave a quick breakdown of the Volusia-Flagler TPO agenda for the upcoming meeting for April 2026.

3. Report re River of Lakes Heritage Corridor.
   River of Lakes Heritage Corridor meeting will be held April 9th, 2026. No report given by Commissioner Dan Reed.

CITY MANAGER REPORT

Manager Pleus reported on two opportunities for Census tracts: one for Spring Hill and one for the Airport. He asked the Commission for a letter of support to go along with an application to the State in hopes of getting tax incentives for developing those communities. The entire Commission agreed to the drafting of the letter.

CITY ATTORNEY REPORT

No report given.

CITY CLERK REPORT

Dale Arrington gave an update on the progress of the minutes she is producing as well as an update on the status of the contract employee who was hired to do the minutes in the past.

Mayor Cloudman updated on the progress on the negotiations with the potential City Clerk, stating the contract had been drafted and would be in the next meeting agenda for Commission approval.

CITY COMMISSION

Vice Mayor Davis thanked the HR Director and Mayor for working out the negotiations with the potential City Clerk and also for the interview process.
Vice Mayor Davis attended the Joyce Cusack Easter Egg Hunt at the Recourse Center, Mayor Cloudman was also there. Vice Mayor Davis thanked the community that supported the diverse turnout.

Vice Mayor Davis asked for the community to keep the family of Vice Mayor Nancy Metayer Bowen of Coral Springs in their prayers. Mayor Cloudman gave his condolences.

Commissioner Richard Paiva asked that everyone vote for the City of DeLand for the best Mainstreet in the South.

Commissioner Kevin Reid asked about the letter about the truck stop that is going to the County. The City Manager, Michael Pleus said the letter went to PLDRC.

ADJOURNMENT

There being no further business to come before the Commission, the meeting was adjourned at 8:33 p.m.

RESPECTFULLY SUBMITTED: APPROVED ON:

_____ _____

Dale Arrington, Interim City Clerk – Auditor Date

CITY OF DELAND
Request for Commission Action
April 20, 2026

SUBJECT: Second Reading of Ordinance 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).

DEPARTMENT: Planning

PREPARED BY: Emily Kunkel, Senior Planner

ATTACHMENTS: Ord. 2026-09, Exhibit A - Legal Description, Exhibit B - PD Agreement, Exhibit A - Legal Description, Exhibit B - Concept Plan, Exhibit C - Conceptual Elevations, Z25-168 - Boundary Survey, Z25-168 Staff Report, Z25-168 Aerial Map, Z25-168 Zoning Map, Z25-168 - Trip Generation Statement

APPROVED BY: Michael Pleus, City Manager, April 15, 2026

SUMMARY/HIGHLIGHT:

The subject property is ±1.47 acres in size, vacant, undeveloped, and surrounded by a mix of commercial uses, multifamily and vacant land. The subject property is located northeast of the intersection of South Amelia Avenue and East Howry Avenue. The current zoning is C-2 (General Commercial), and the applicant is requesting to rezone to the Ace Hardware PD (Planned Development) district. The C-2 zoning district allows for general commercial uses, such as the proposed Ace Hardware; however, outdoor storage and outdoor display is limited to only in the rear of the building. Because the applicant is proposing outdoor storage along the south side of the building and outdoor display at the front of the building, deviations from the City's C-2 zoning standards are requested through a proposed PD that would create a tailored zoning district for the project.

On February 11, 2026, the Planning Board unanimously voted to recommend approval of the proposed Planned Development rezoning.

On March 16, 2026, the City Commission unanimously voted to approve the proposed Planned Development on first reading.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principles.

SUSTAINABILITY:

Approval of the PD will permit the development 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:

Commercial development of this property, and inclusion of the new building on the City's tax rolls, will increase funds towards City services.

RECOMMENDATION:

It is recommended that the City Commission approve the rezoning of this property from C-2 (General Commercial) to Ace Hardware Planned Development (PD) on second reading.

BACKGROUND/DISCUSSION:

A portion of the site was previously developed as a bank with drive-thru lanes. The site is currently two separate lots, at the time of the site plan process, the applicant will be required to complete a lot consolidation. The site currently contains a cluster of three (3) historic oak trees to the west of the proposed parking and building, and the remainder of the site consists of vacant land with existing pavement to be removed. Due to the presence of the historic oak trees, the corner lot configuration, and the existing shopping plaza layout, the building was reoriented to face Amelia Avenue in order to meet the C-2 zoning district required setbacks, buffering, and parking, while also utilizing the existing shopping plaza access.

As a result, the applicant found there is no practical area for outdoor storage or outdoor display at the rear of the building. Therefore, the applicant is requesting rezoning to the Ace Hardware PD (Planned Development) district, to allow for the proposed outdoor display to be on the front of the building and the outdoor storage to be on the side of the building, and adequately screened, as outlined within the PD.

Per Sec. 33-32 of the Land Development Regulations, in return for flexibility in site design and development, Planned Developments (PDs) are expected to include exceptional design that preserves critical environmental resources and incorporates creative design in the layout of buildings. All development of the property shall rely upon the standards set forth below as identified on the Planned Development Plan. Where this document is silent, the C-2 zoning regulations shall apply.

ORDINANCE NO. 2026 - 09

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.

WHEREAS, the Applicant, Cobb Cole (hereinafter referred to as "Applicant"), on behalf of the owner RZT Properties, LLC, owns approximately 1.47 +/- acres of land located northeast of the intersection of South Amelia Avenue and East Howry 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 designation from C-2 General Commercial to Ace Hardware Planned Development (PD); and

WHEREAS, the Applicant wishes to amend the zoning to planned development to develop the property with a home improvement retail use, Ace Hardware; 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 Mixed Commercial 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-2 General Commercial to Ace Hardware Planned Development (PD) on the property located northeast of the intersection of South Amelia Avenue and East Howry Avenue, consisting of approximately 1.47 +/- acres.

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 Ace Hardware PD, Planned Development District.

Section 3. The zoning of the Property as Planned Development District (PD), 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 Ace Hardware 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. Pursuant to Article 5 of the City's Land Development Regulations, the Applicant shall comply with all applicable infrastructure regulations.

Section 8. The Planning Director is hereby directed to change the Comprehensive Zoning Map of the City of DeLand to conform with the change of zoning enacted in this Ordinance.

Section 9. 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 10. 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

DESCRIPTION: (PER ORB 8642 PG. 1402)

PARCEL 1:
THE SOUTH 212.5 FEET OF THE WEST 150 FEET OF LOT 7, REVISED PLAT OF ASSESSOR'S SUBDIVISION OF WEST 1/2 OF NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 17 SOUTH, RANGE 30 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 3, PAGE 145 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2:
THAT PORTION OF LOTS 5, 6 AND 7 OF THE REVISED PLAT OF ASSESSOR'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 17 SOUTH, RANGE 30 EAST, DELAND, AS RECORDED IN MAP BOOK 3, PAGE 145, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A POINT IN THE SOUTH LINE OF SAID LOT 5, SAID POINT BEING A DISTANCE OF 639.00 FEET WESTERLY OF A CONCRETE MONUMENT MARKING THE INTERSECTION OF THE NORTHERLY LINE OF EAST HOWRY AVENUE, AN 80 FOOT STREET, WITH THE WESTERLY LINE OF ARLINGTON AVENUE, A 45 FOOT STREET AS NOW LAID OUT; THENCE CONTINUE NORTH 89°27'45" WEST ALONG THE SOUTH LINES OF SAID LOTS 5, 6 AND 7 A DISTANCE OF 160.00 FEET; THENCE NORTH 00°20'15" WEST A DISTANCE OF 200.00 FEET; THENCE SOUTH 89°27'45"EAST AND PARALLEL WITH THE SOUTH LINES OF LOTS 7, 6 AND 5 A DISTANCE OF 160.00 FEET;THENCE SOUTH 00°20'15" EAST A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.TOGETHER WITH THE RIGHT OF USE OF THAT CERTAIN CROSS OVER EASEMENT AS DESCRIBED IN O.R. BOOK 6427, PAGE 2427 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CROSS EASEMENT DESCRIPTION
A PORTION OF LOTS 5, 6 AND 7 OF THE REVISED PLAT OF THE ASSESSORS SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, DELAND OF RECORD IN MAP BOOK 3, PAGE 145, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE

PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE SOUTH LINE OF SAID LOT 2, OF THE REVISED PLAT OF THE ASSESSORS SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, DELAND, SAID POINT BEING A DISTANCE OF 30.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 2 AND ON THE WEST LINE OF ARLINGTON AVENUE AS NOW LAID OUT; THENCE NORTH 00°00'28" EAST ALONG THE WEST RIGHT-OF-WAY OF ARLINGTON AVENUE, A DISTANCE OF 574.51 FEET TO THE SOUTH RIGHT-OF-WAY OF EAST NEW YORK AVENUE; THENCE NORTH 89°19'06" WEST, ALONG THE SOUTH RIGHT-OF-WAY OF EAST NEW YORK AVENUE, A DISTANCE OF 577.44 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°20'53" EAST, A DISTANCE OF 294.77 FEET; THENCE SOUTH 74°18'46" WEST, A DISTANCE OF 46.41 FEET; THENCE NORTH 89°25'53" WEST, A DISTANCE OF 300.74 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF AMELIA AVENUE; THENCE NORTH 00°49'26" WEST ALONG SAID EAST RIGHT-OF-WAY OF AMELIA AVENUE, A DISTANCE OF 33.54 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY OF AMELIA AVENUE, SOUTH 89°22'03" EAST, A DISTANCE OF 150.20 FEET; THENCE SOUTH 89°17'22" EAST, A DISTANCE OF 159.45 FEET; THENCE NORTH 00°20'53" WEST, A DISTANCE OF 330.13 FEET TO THE SOUTH RIGHT-OF-WAY OF EAST NEW YORK AVENUE, THENCE SOUTH 89°19'06" EAST ALONG THE SOUTH RIGHT-OF-WAY OF EAST NEW YORK AVENUE, A DISTANCE OF 85.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.466 ACRES, MORE OR LESS

PLANNED DEVELOPMENT AGREEMENT

IN THE CITY COMMISSION OF THE

CITY OF DELAND, FLORIDA

IN RE: Case # Z25-168,

Application of RZT Properties, LLC,

ORDINANCE # 2026-_____

ORDER AND RESOLUTION

GRANTING A REQUEST FOR CHANGE OF ZONING

FROM C-2 TO ACE HARDWARE PLANNED DEVELOPMENT (PD)

The application of RZT Properties, LLC, hereinafter, "Applicant", for rezoning was heard by and before the City Commission, DeLand Florida, on March 16, 2026 (First Reading) and April 20, 2026 (Second Reading). 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, and other 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 February 11, 2026, and otherwise being fully advised, the City Commission does hereby find and determine as follows:

GENERAL FINDINGS

A. That the application of RZT Properties, LLC was duly and properly filed herein on September 19, 2025 as required by law.

B. That all fees and costs which are by law, regulation, or Ordinance required to be borne and paid by the applicant have been paid.

C. That the Applicant is the owner of a 1.47 +/- acre parcel of land described in Exhibit “A” (the “Property”) that is the subject of this application and which land is situated in DeLand, Florida.

D. That the Applicant has complied with the Planned Development Plan provisions as required by Land Development Regulations of the Code of Ordinances of the City of DeLand.

E. That the Applicant has complied with the "Due Public Notice" requirements of the Land Development Regulations of the Code of Ordinances of the City of DeLand.

F. That the owner(s) of the subject property, RZT Properties, LLC, agrees with the provisions of the Development Agreement adopted hereby.

FINDINGS REGARDING REZONING

A. That the applicant has applied for a change of zoning from the present zoning classification of the Property from C-2 to ACE HARDWARE PLANNED DEVELOPMENT. The Property has a future land use designation of Mixed Commercial.

B. That the said rezoning to a Planned Development is consistent with both the City of DeLand Comprehensive Plan and the intent and purpose of the Land Development Regulations contained in Chapter 33 of the Code of Ordinances of the City of DeLand (the "LDR") 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 20th DAY OF APRIL, 2026, AS FOLLOWS:

A. That the application of RZT Properties, LLC, for the rezoning of the Property is hereby granted.

B. That the zoning classification of the Property is hereby amended from C-2 to ACE HARDWARE PLANNED DEVELOPMENT as described in the LDR.

C. That the Official Zoning Map of the City of DeLand, is hereby amended to show the rezoning of the Property to ACE HARDWARE PLANNED DEVELOPMENT.

D. That the provisions of the “Development Agreement” as hereinafter set forth is consistent with the LDR and with respect to any conflict between the LDR and the Development Agreement, the provisions of the Development Agreement shall govern. The LDR shall govern with respect to any matter not covered by the Development Agreement. The City of DeLand will ensure overall compliance with the Development Agreement.

E. Except as otherwise stated herein, nothing in the Development Agreement is intended to abridge the requirements of the LDR or any other City Ordinances.

DEVELOPMENT AGREEMENT

The City of DeLand and the other parties executing this Development Agreement hereby enter into this Development Agreement which shall constitute a binding agreement, but is not a statutory development agreement as provided for in Sections 163.3220-163.3243, Florida Statutes, the Florida Local Government Development Agreement Act.

A. Development Concept. The Property shall be developed as the ACE HARDWARE PLANNED DEVELOPMENT, substantially in accordance with the Planned Development Plan. The Planned Development Plan shall govern the development of the Property and shall regulate the future use of the Property.

B. Planned Development Plan. The Planned Development Plan shall consist of this Development Agreement and the Development Plan Map prepared by Engineered Permits, Inc., and dated December 26, 2025. The Development Plan Map is incorporated in this Development Agreement by reference as Exhibit “B”. The Planned Development Plan shall be filed and retained for public inspection in the Planning Division, and it shall constitute a supplement to the Official Zoning Map of the City of DeLand.

C. 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. No administrative amendments may be authorized.

D. Subdivision Approval. The Property does not need to be subdivided in order to accomplish the development proposed by the Planned Development Plan.

E. Site Plan Approval. After the Planned Development Plan is recorded, and prior to any construction, including clearing and fill, a final site plan for the development of the Property shall be submitted for review and approval in the manner required by the LDR.

F. Unified Ownership. The Property as proposed for development in the Planned Development Plan will not be subdivided or otherwise separated.

G. Phases of Development. The Property shall be developed in a single phase. The single-phase development plan is shown on Exhibit “B”.

H. Land Uses Within the Planned Development Plan. The development of the Property shall be consistent with the uses prescribed for each area within the Property as set forth in the Planned Development Plan. The approximate location and size of said land use areas are shown on the Development Plan Map. The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:

Permitted Uses:

- Retail trade establishments – including hardware stores, building supply stores, home improvement centers, clothing, furniture, general merchandise, storefront outdoor merchandise sales and displays and outdoor storage on rear or side of building when properly screened as

set forth herein. Outdoor storage in areas which are not adjacent to the building, such as in the open space to the west of the parking lot in front of the building, shall not be permitted.

- Personal service establishments – such as barber shops, beauty salons, dry cleaners, laundromats, and tailoring.
- Business service establishments – including offices for contractor yards, equipment rental (excluding heavy equipment), printing and copy services.
- General offices – business, professional, and administrative offices.
- Restaurants and food service establishments – including sit-down dining, take-out, and fast food with or without drive-through service.
- Banks and financial institutions – including drive-through facilities.
- Hotels and motels.
- Medical offices and clinics – outpatient only.
- Automobile service stations (fuel sales), and car washes.
- Commercial recreation – such as theaters, bowling alleys, indoor recreation centers, and fitness facilities.
- Specialty shops – including florists, gift shops, and similar retail.
- Community facilities compatible with commercial uses – such as post offices, police/fire substations, or civic meeting halls.
- Accessory uses and structures customarily incidental to the above principal uses.
- All C-2 conditional and special exception uses are permitted as long as they are approved through the applicable conditional or special exception review process; however, single-family, multifamily and any

other residential uses shall not be permitted within this Planned Development.

I. Development Standards. All development for the Property shall rely upon the standards set forth below. Unless otherwise provided for in the Development Agreement, the LDR shall apply to the Property in the same manner as the C-2 zoning classification.

Development Standard	**OVERALL**
Number of lots/Max. unit count	As per Planned Development approval.
Max. Residential Density	N/A – Commercial only
Max. Building Height	80 ft
Max. Building Length	120 ft
Min. Lot Width	75 ft
Min. Lot Area	1 acre
Min. Floor Area	10,000 sq ft
Min. Building Separation	20 ft. between sides of buildings 20 ft. between sides and rear of adjacent buildings 20 ft. between any combination of fronts or rears of adjacent buildings.
Max. Impervious Surface	60%
Setbacks *(commercial)*	Front yard: 20 ft Rear yard: 10 ft Side yard abutting residential: 25 ft Side yard: 10 ft Side yard (interior): 10 ft Side yard (street): 20 ft
Min. Building Setback	Street: 20 ft Adjacent to other uses: 10 ft

J. Accessory Structures. Unless otherwise stated herein, all accessory structures shall meet the development standards of the LDR.

K. Signage. Signage shall be provided per the LDR. Monument signs identifying the development shall be placed at the primary entrance along South Amelia

Ave. as shown in Exhibit “B” and a separate permit will be required for its construction in accordance with the LDR.

L. Architectural Standards. The development shall comply with the provisions of the LDR, except as specifically otherwise provided herein. Building architecture shall comply with the DeLand Community Design Standards and shall endeavor to achieve general compatibility with the surrounding commercial architectural standards, while allowing the Planned Development to implement branded design standards consistent with this business’ well-known architectural standards and color patterns, so long as the branded concepts do not violate the DeLand Community Design Standards. The architectural elevations attached and referenced as Exhibit “C” are hereby approved as presented, and the building design depicted in Exhibit “C” shall serve as the approved architectural design for the development. As the general public will be able to view the primary structure from all four sides, all four sides of each primary structure shall comply with or otherwise meet these architectural standards.

Storage and screening areas, including outdoor storage, loading areas, dumpsters, propane tank, and other equipment, may be located on the south side of the primary structure and shall be screened from public view through a combination of, fencing and landscaping, as shown and approved on Exhibit “C”. Screening shall be designed to be compatible with the primary structure and consistent with the DeLand Community Design Standards.

The propane tank shall be separated from the building and shall not be integrated into or immediately next to the building.

Outdoor storage shall be contained and maintained within the area shown on the Development Plan Map attached hereto as Exhibit “B”, along Howry Ave, with screening,

and shall not exceed the total square footage indicated on the Development Plan Map. Outdoor display area shall be contained and maintained to the specific area shown on the Development Plan Map and shall not exceed the total square footage shown on the Development Plan Map. Outdoor display may be permitted along the front façade within the area shown on the Development Plan Map. Outdoor storage in areas which are not identified for such use on the Development Plan Map, such as in the open space to the west of the parking lot in front of the building, shall not be permitted.

M. Parking Standards. The parking standards shall adhere to the LDR.

N. Landscape and Buffer Standards. All landscaping and buffers, shall utilize Florida-Friendly Landscaping, as defined by the University of Florida/Institute of Food and Agricultural Sciences ("UF/IFAS") Center for Landscape Conservation and Ecology, native, or low-water plant material. The development of the Property shall include landscape designs such that plants will serve environmentally friendly functions including, but not limited to, cooling, privacy screening, shade, aesthetics, and runoff pollution prevention.

1. Open Space. A minimum of 15% of the development shall be open space. Open Space shall meet the requirements of the LDR except as otherwise expressly provided for in this Development Agreement.

2. Perimeter Buffers: The purpose of the buffers is to provide enhanced screening to soften the views from adjacent right of ways. Except as otherwise specifically provided for in this Development Agreement, the perimeter buffers of the site shall at a minimum comply with the landscape buffer width and planting requirements provided for in the City of DeLand

LDR. As shown on the Development Plan Map, the buffers shall be as follows:

LOCATION	TYPE
NORTH	No landscape or buffer will run along the northern side of the Property.
SOUTH (E. Howry Avenue)	A 20 ft. landscape buffer will run along a portion of the south side of the Property and will provide landscape screening and an enhanced streetscape. The buffer will be continuous along the south property line, except for required drive aisles. Along the southern buffer, a 5 ft. black aluminum fence shall run parallel with E. Howry Avenue, which shall help to screen the propane tank fill equipment. The aluminum fence will be integrated with landscaping arranged in clusters to provide additional screening of the propane tank and outdoor storage and to ensure compatibility with this overall buffer design.
EAST	A 5 ft. buffer shall be provided along the eastern boundary of the Property. A retaining wall shall be installed at least 5 ft. west of the eastern property line and shall begin just north of the proposed irrigation well and dumpster enclosure that will sit along this buffer. The building footprint on the east side shall maintain a minimum 10 ft. setback from the property line.
WEST (S. Amelia Avenue)	A 15 ft. landscape buffer will run along the west side of the Property and will meet Buffer Standard “A” of the City of DeLand Land Development Regulations.

3. Tree Preservation Area. Fifteen percent (15%) of the gross square footage of the Property shall be designated for the protection of trees and shall meet the requirements of the LDR.

4. Street Trees. No street trees are proposed.

O. Environmental Considerations. The development of the Property shall comply with the requirements for preservation of environmental resources as set forth in

the LDR.

1. The stormwater retention system shall be designed to retain a 100-year, 24-hour storm event and to meet all other applicable governmental regulations. All stormwater systems on the Property shall be designed to accommodate existing onsite flows such that no adverse upstream or downstream flooding occurs due to the development of the Property. All stormwater ponds shall utilize supplemental plantings. Wet detention ponds shall have littoral zone plantings, and dry retention ponds shall have supplemental plantings consisting of species native to Florida.
2. All applicable activities and applications will be conducted in accordance with the most current version of the Florida Green Industries Best Management Practices handbook guidelines.
3. There shall be no mass-grading of the property.
4. On-Site Burning of Cleared Vegetation Prohibited. Vegetation and other biomass cleared from the Property during development may not be incinerated on-site.

P. Low Impact Development Standards. The Property is located on an existing lot within a commercial development, and constitutes infill development, with limited opportunities to incorporate low impact development practices. Due to these site constraints, the Planned Development Plan has been designed to best accommodate the existing topography and drainage patterns identified on the Property. Low impact development practices and green infrastructure shall be incorporated to the extent practicable during the site plan review process to mimic natural environmental conditions. The specific location and configuration of developed areas and related improvements

within the Property shall be determined during site plan review. Such infrastructure may include, but is not limited to:

- rain gardens
- minimize building construction footprint;
- concentrated landscape parking islands and row-ends;
- vegetated stormwater conveyance;
- retain tree canopy and native vegetation;
- retain large riparian or vegetated natural buffers;

Q. Stormwater Plantings. All stormwater ponds shall utilize supplemental plantings to enhance the functionality and/or aesthetics of the stormwater system. Littoral plantings shall be utilized if viability is likely. (i.e. if a stormwater pond is designed to remain wet) If a pond is designed to remain dry and littoral plantings are unlikely to survive, the supplemental plantings shall utilize Florida-Friendly Landscaping, as defined by the University of Florida/Institute of Food and Agricultural Sciences ("UF/IFAS") Center for Landscape Conservation and Ecology, native, or low-water plant material.

R. Dark Sky Standards. All lighting shall comply with Dark Sky standards and be of the full cut-off, fully-shielded variety in which the light source is recessed and shielded which prohibits upward light overspill into the night sky and off-site nuisance glare.

S. Sewage Disposal, Potable Water and Reclaimed Water. Provision for sewage disposal, potable and reclaimed water needs of the development on the Property will be provided in accordance with the City of DeLand Comprehensive Plan, the LDR,

and all other applicable regulations.

T. Access and Transportation System Improvements. All access and transportation system improvements shall be provided in accordance with the LDR. The parcel shall be developed in substantial accordance with the following access and transportation system improvements:

1. Access. Access to the site will be from S. Amelia Ave. and the pre-existing shopping center's internal drive aisle on the north side of the Property and from E. Howry Ave. as shown in the Development Plan Map. Although the Development Plan Map indicates the anticipated connection locations, the final locations may vary due to final engineering design and permitting considerations. A Declaration of Easements, Covenants, and Restrictions, executed by the prior owners of the Property, the northern property, and the shopping center property, which runs with the Property for the benefit of the current and all future owners of the Property, was recorded on December 15, 2009 in Official Records Book 6427, Page 2427, of the Public Records of Volusia County, Florida.

2. Transportation System Improvements. Transportation system improvements will be provided as required by permitting agencies.

3. Sidewalks and Multi-use Trails. 5-foot-wide sidewalks shall be provided and tie into the preexisting sidewalks on E. Howry Ave. on either side of the entrance as shown on the Development Plan Map.

4. Internal Roadways. Internal roadways for the Property shall be provided in accordance with the LDR. All internal roads will be

privately owned and maintained.

U. Undergrounding of Utilities. All utility lines shall be buried underground, at the cost of the developer/property owner.

V. Mechanical Equipment. All mechanical equipment, service and delivery areas, and loading zones shall be visually screened from pedestrian areas and from public view. The screening shall be consistent with the approved development as shown on the Development Plan Map and the standards set forth in Section L above.

W. Maintenance. The current or any future owner of the Property shall be responsible for the ownership and ongoing maintenance of all improvements, landscaping, buffers, Low Impact Design Elements and Stormwater System, and in no event shall those be the responsibility of the City of DeLand. All such areas shall be maintained in good condition and in compliance with the City of DeLand Land Development Regulations.

X. Expiration. The terms of this Development Agreement and all provisions of the Development Plan Map shall be vested upon issuance of a final site plan for the Property that is consistent with this Development Agreement and the Development Plan Map, which shall occur within five (5) years from the effective date of this ordinance. If not vested within said time frame, this Development Agreement shall automatically terminate and be of no further force or effect, unless the City Commission, for good cause shown, shall extend the time period indicated in this paragraph. Thereafter, the City Commission may rezone the Property as may be necessary or appropriate to protect

adjoining properties health, safety, and welfare.

Y. 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 and his successor in title or interest. The ACE HARDWARE Planned Development zoning, provisions of this Development Agreement, and all approved plans shall run with the land and shall be administered in a manner consistent with the LDR.

This Ordinance and all subsequent amendments shall be filed with the Clerk of the Court and recorded within forty-five (45) days following execution of the document by the City Commission, in the Official 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 Division for placement in the public file. The date of recording of this document shall constitute the effective date of the Planned Development Plan and any subsequent amendments. The applicant shall pay all filing costs for recording documents.

DONE and ORDERED by the City Commission, City of DeLand, Florida, this ____ day of _____, 20___.

ATTEST: City Commission of DeLand Florida

_____ _____

Michael P. Pleus
City Manager

Christopher M. Cloudman
Mayor

_____ _____

Dale Arrington
Interim City Clerk – Auditor

Darren J. Elkind
City Attorney

STATE OF FLORIDA

CITY OF DELAND

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20__, by Michael P. Pleus, Christopher M. Cloudman, Dale Arrington, and Darren J. Elkind as City Manager, Mayor, Interim City Clerk – Auditor and Attorney of the 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:

APPLICANT/OWNER:
RZT PROPERTIES, LLC

_____

By:_____
Richard A. Anderson, MGRM

_____
Printed Name

_____

_____
Printed Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2026, by Richard A. Anderson, who is the MGRM of RZT Properties, LLC, and 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 DESCRIPTIONS

DESCRIPTION: (PER ORB 8642 PG. 1402)

PARCEL 1:
THE SOUTH 212.5 FEET OF THE WEST 150 FEET OF LOT 7, REVISED PLAT OF ASSESSOR'S SUBDIVISION OF WEST 1/2 OF NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 17 SOUTH, RANGE 30 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 3, PAGE 145 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2:
THAT PORTION OF LOTS 5, 6 AND 7 OF THE REVISED PLAT OF ASSESSOR'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 17 SOUTH, RANGE 30 EAST, DELAND, AS RECORDED IN MAP BOOK 3, PAGE 145, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A POINT IN THE SOUTH LINE OF SAID LOT 5, SAID POINT BEING A DISTANCE OF 639.00 FEET WESTERLY OF A CONCRETE MONUMENT MARKING THE INTERSECTION OF THE NORTHERLY LINE OF EAST HOWRY AVENUE, AN 80 FOOT STREET, WITH THE WESTERLY LINE OF ARLINGTON AVENUE, A 45 FOOT STREET AS NOW LAID OUT; THENCE CONTINUE NORTH 89°27'45" WEST ALONG THE SOUTH LINES OF SAID LOTS 5, 6 AND 7 A DISTANCE OF 160.00 FEET; THENCE NORTH 00°20'15" WEST A DISTANCE OF 200.00 FEET; THENCE SOUTH 89°27'45"EAST AND PARALLEL WITH THE SOUTH LINES OF LOTS 7, 6 AND 5 A DISTANCE OF 160.00 FEET;THENCE SOUTH 00°20'15" EAST A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.TOGETHER WITH THE RIGHT OF USE OF THAT CERTAIN CROSS OVER EASEMENT AS DESCRIBED IN O.R. BOOK 6427, PAGE 2427 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CROSS EASEMENT DESCRIPTION
A PORTION OF LOTS 5, 6 AND 7 OF THE REVISED PLAT OF THE ASSESSOR’S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, DELAND OF RECORD IN MAP BOOK 3, PAGE 145, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID LOT 2, OF THE REVISED PLAT OF THE ASSESSORS SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, DELAND, SAID POINT BEING A DISTANCE OF 30.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 2 AND ON THE WEST LINE OF ARLINGTON AVENUE AS NOW LAID OUT; THENCE NORTH 00°00'28" EAST ALONG THE WEST RIGHT-OF-WAY OF ARLINGTON AVENUE, A DISTANCE OF 574.51 FEET TO THE SOUTH RIGHT-OF-WAY OF EAST NEW YORK AVENUE; THENCE NORTH 89°19'06" WEST, ALONG THE SOUTH RIGHT-OF-WAY OF EAST NEW YORK AVENUE, A DISTANCE OF 577.44 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°20'53" EAST, A DISTANCE OF 294.77 FEET; THENCE SOUTH 74°18'46" WEST, A DISTANCE OF 46.41 FEET; THENCE NORTH 89°25'53" WEST, A DISTANCE OF 300.74 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF AMELIA AVENUE; THENCE NORTH 00°49'26" WEST ALONG SAID EAST RIGHT-OF-WAY OF AMELIA AVENUE, A DISTANCE OF 33.54 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY OF AMELIA AVENUE, SOUTH 89°22'03" EAST, A DISTANCE OF 150.20 FEET; THENCE SOUTH 89°17'22" EAST, A DISTANCE OF 159.45 FEET; THENCE NORTH 00°20'53" WEST, A DISTANCE OF 330.13 FEET TO THE SOUTH RIGHT-OF-WAY OF EAST NEW YORK AVENUE, THENCE SOUTH 89°19'06" EAST ALONG THE SOUTH RIGHT-OF-WAY OF EAST NEW YORK AVENUE, A DISTANCE OF 85.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT “B”
DEVELOPMENT PLAN

EXHIBIT “C”
BUILDING ELEVATIONS

LEGAL DESCRIPTION

DESCRIPTION: (PER ORB 8642 PG. 1402)

PARCEL 1:
THE SOUTH 212.5 FEET OF THE WEST 150 FEET OF LOT 7, REVISED PLAT OF ASSESSOR'S SUBDIVISION OF WEST 1/2 OF NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 17 SOUTH, RANGE 30 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 3, PAGE 145 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2:
THAT PORTION OF LOTS 5, 6 AND 7 OF THE REVISED PLAT OF ASSESSOR'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 17 SOUTH, RANGE 30 EAST, DELAND, AS RECORDED IN MAP BOOK 3, PAGE 145, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A POINT IN THE SOUTH LINE OF SAID LOT 5, SAID POINT BEING A DISTANCE OF 639.00 FEET WESTERLY OF A CONCRETE MONUMENT MARKING THE INTERSECTION OF THE NORTHERLY LINE OF EAST HOWRY AVENUE, AN 80 FOOT STREET, WITH THE WESTERLY LINE OF ARLINGTON AVENUE, A 45 FOOT STREET AS NOW LAID OUT; THENCE CONTINUE NORTH 89°27'45" WEST ALONG THE SOUTH LINES OF SAID LOTS 5, 6 AND 7 A DISTANCE OF 160.00 FEET; THENCE NORTH 00°20'15" WEST A DISTANCE OF 200.00 FEET; THENCE SOUTH 89°27'45"EAST AND PARALLEL WITH THE SOUTH LINES OF LOTS 7, 6 AND 5 A DISTANCE OF 160.00 FEET;THENCE SOUTH 00°20'15" EAST A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.TOGETHER WITH THE RIGHT OF USE OF THAT CERTAIN CROSS OVER EASEMENT AS DESCRIBED IN O.R. BOOK 6427, PAGE 2427 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CROSS EASEMENT DESCRIPTION
A PORTION OF LOTS 5, 6 AND 7 OF THE REVISED PLAT OF THE ASSESSORS SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, DELAND OF RECORD IN MAP BOOK 3, PAGE 145, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE

PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE SOUTH LINE OF SAID LOT 2, OF THE REVISED PLAT OF THE ASSESSORS SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, DELAND, SAID POINT BEING A DISTANCE OF 30.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 2 AND ON THE WEST LINE OF ARLINGTON AVENUE AS NOW LAID OUT; THENCE NORTH 00°00'28" EAST ALONG THE WEST RIGHT-OF-WAY OF ARLINGTON AVENUE, A DISTANCE OF 574.51 FEET TO THE SOUTH RIGHT-OF-WAY OF EAST NEW YORK AVENUE; THENCE NORTH 89°19'06" WEST, ALONG THE SOUTH RIGHT-OF-WAY OF EAST NEW YORK AVENUE, A DISTANCE OF 577.44 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°20'53" EAST, A DISTANCE OF 294.77 FEET; THENCE SOUTH 74°18'46" WEST, A DISTANCE OF 46.41 FEET; THENCE NORTH 89°25'53" WEST, A DISTANCE OF 300.74 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF AMELIA AVENUE; THENCE NORTH 00°49'26" WEST ALONG SAID EAST RIGHT-OF-WAY OF AMELIA AVENUE, A DISTANCE OF 33.54 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY OF AMELIA AVENUE, SOUTH 89°22'03" EAST, A DISTANCE OF 150.20 FEET; THENCE SOUTH 89°17'22" EAST, A DISTANCE OF 159.45 FEET; THENCE NORTH 00°20'53" WEST, A DISTANCE OF 330.13 FEET TO THE SOUTH RIGHT-OF-WAY OF EAST NEW YORK AVENUE, THENCE SOUTH 89°19'06" EAST ALONG THE SOUTH RIGHT-OF-WAY OF EAST NEW YORK AVENUE, A DISTANCE OF 85.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.466 ACRES, MORE OR LESS

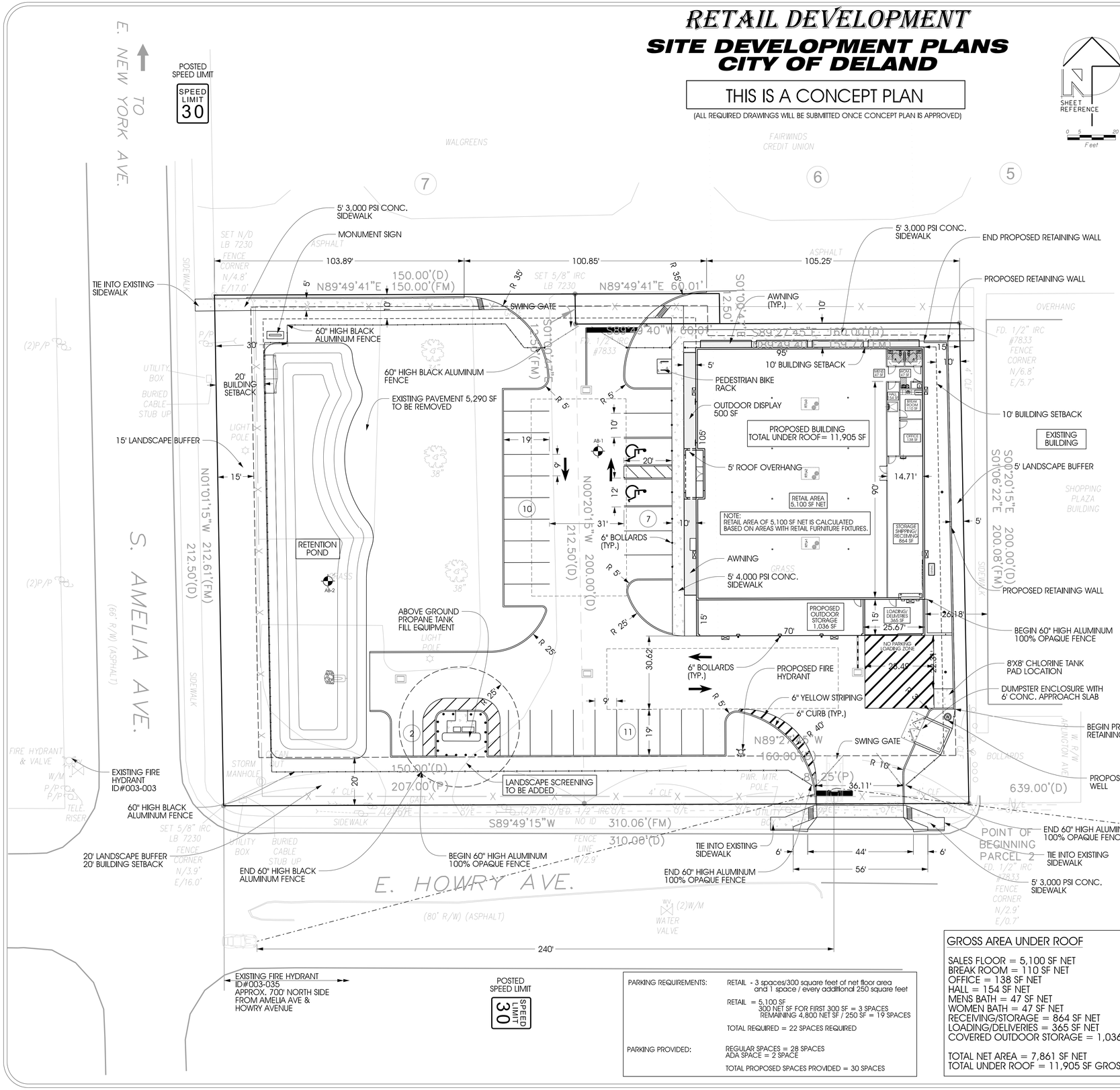
RETAIL DEVELOPMENT

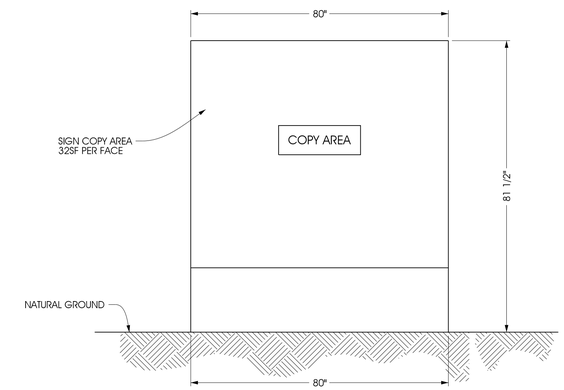
SITE DEVELOPMENT PLANS
CITY OF DELAND

THIS IS A CONCEPT PLAN

(ALL REQUIRED DRAWINGS WILL BE SUBMITTED ONCE CONCEPT PLAN IS APPROVED)

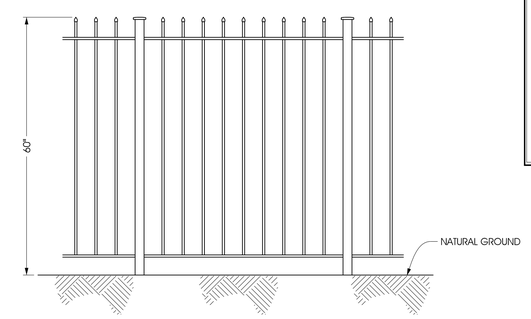
EXHIBIT "B"





PROPOSED MONUMENT SIGN

NTS



BLACK ALUMINUM FENCE

NTS

GENERAL NOTES:

1. PROPANE TANK WILL BE ALLOWED TO BE SEPARATE FROM BUILDING AND DOES NOT HAVE TO BE INTEGRATED INTO THE BUILDING.
2. THE OUTDOOR DISPLAY AREA SHALL BE CONTAINED AND MAINTAINED TO THE SPECIFIC AREA SHOWN ON THE CONCEPT PLAN AND SHALL NOT EXCEED THE TOTAL NUMBER OF SQUARE FOOTAGE SHOWN ON THE CONCEPT PLAN.
3. THE OUTDOOR DISPLAY AREA CAN BE ALLOWED IN FRONT OF THE BUILDING BUT SHALL BE CONTAINED AND MAINAINED TO THE SPECIFIC AREA SHOWN ON THE CONCEPT PLAN AND SHALL NOT EXCEED THE TOTAL NUMBER OF SQUARE FOOTAGE SHOWN ON THE CONCEPT PLAN.
4. THE OUTDOOR STORAGE AREA SHALL BE CONTAINED AND MAINTAINED TO THE SPECIFIC AREA SHOWN ON THE CONCEPT PLAN AND SHALL NOT EXCEED THE TOTAL NUMBER OF SQUARE FOOTAGE SHOWN ON THE CONCEPT PLAN.
5. THE OUTDOOR STORAGE AREA CAN BE ALLOWED ON THE HOWRY AVENUE SIDE OF THE BUILDING BUT SHALL BE CONTAINED AND MAINTAINED TO THE SPECIFIC AREA SHOWN ON THE CONCEPT PLAN AND SHALL NOT EXCEED THE TOTAL NUMBER OF SQUARE FOOTAGE SHOWN ON THE CONCEPT PLAN.
6. A 5 FEET TALL ALUMINUM FENCE SHALL BE ADDED AROUND THE ENTIRE PROPERTY WITH ADDITIONAL LANDSCAPING.
7. PROPOSED SINGNAGE THAT IS HOWN IS FOR ILLUSTRATIVE PURPOSES ONLY AND A SEPARATE SIGN PERMIT WILL BE SUBMITTED.

PARKING REQUIREMENTS:

RETAIL - 3 spaces/300 square feet of net floor area and 1 space / every additional 250 square feet

RETAIL = 5,100 SF
300 NET SF FOR FIRST 300 SF = 3 SPACES
REMAINING 4,800 NET SF / 250 SF = 19 SPACES

TOTAL REQUIRED = 22 SPACES REQUIRED

PARKING PROVIDED:

REGULAR SPACES = 28 SPACES
ADA SPACE = 2 SPACE

TOTAL PROPOSED SPACES PROVIDED = 30 SPACES

GROSS AREA UNDER ROOF

SALES FLOOR = 5,100 SF NET
BREAK ROOM = 110 SF NET
OFFICE = 138 SF NET
HALL = 154 SF NET
MENS BATH = 47 SF NET
WOMEN BATH = 47 SF NET
RECEIVING/STORAGE = 864 SF NET
LOADING/DELIVERIES = 365 SF NET
COVERED OUTDOOR STORAGE = 1,036 SF NET

TOTAL NET AREA = 7,861 SF NET
TOTAL UNDER ROOF = 11,905 SF GROSS

NOTE:
RETAIL AREA OF 5,100 SF NET IS CALCULATED BASED ON AREAS WITH RETAIL FURNITURE FIXTURES.

ENGINEERING • PLANNING • DESIGN • PERMITTING

REVISIONS:

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

PROJECT: RETAIL DEVELOPMENT

SHEET TITLE: SITE PLAN EXHIBIT

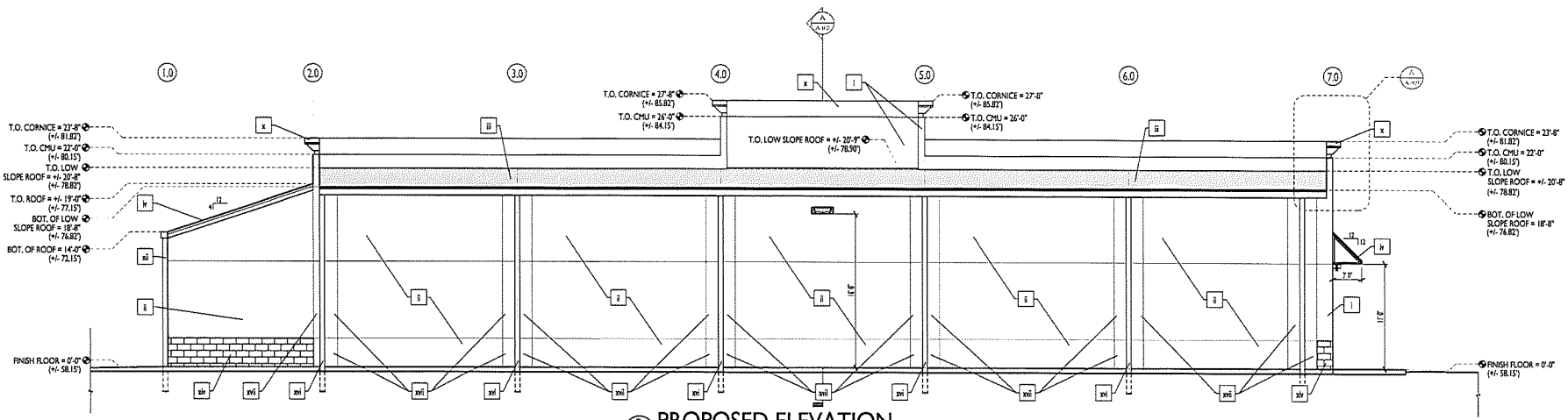
EPI
ENGINEERED PERMITS, INC.
311 SOUTH WOODLAND BVD.
SUITE A
DELAND, FL 32720
PHONE: 386-734-0830
FAX: 386-734-8225
CERT NO. 26598
EMAIL: epi@epieng.net

MICHAEL WOJTUNIAK, P.E.
P.E. NO. 60934
E-MAIL: mwojtuniak@epieng.net

SHEET NO. 1 OF 1

***THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MICHAEL J. WOJTUNIAK, P.E. ON 12/26/2025 PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. UNLESS THE RAISED SEAL HAS BEEN UTILIZED. ***

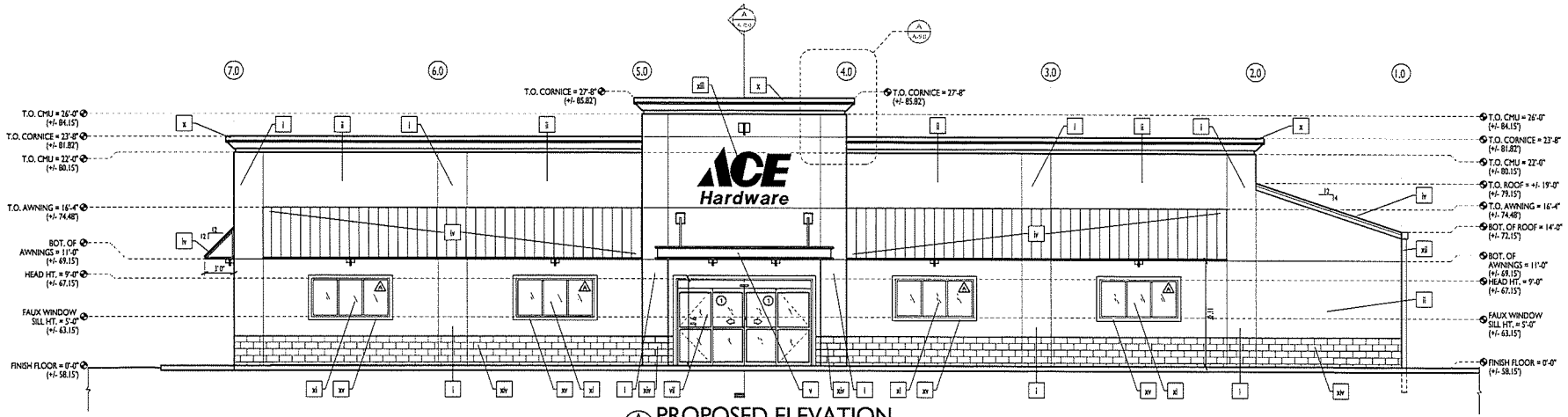
12/26/2025 8:46:35 AM M:\Ace Hardware Amelia-Howry\Civil Plans\Siteplan08_Exhibit.dgn



B A-3.0 PROPOSED ELEVATION

E. FACADE FACING
ADJACENT SHOPPING CENTER

SCALE: 3/16" = 1'-0"



A A-3.0 PROPOSED ELEVATION

W. FACADE FACING
S. AMELIA AVE.

SCALE: 3/16" = 1'-0"

MATERIAL & COLOR SCHEDULE

NO.	BLDG ELEMENT	MATERIAL	COLOR
i	TYP. EXTERIOR WALL	STUCCO OVER CMU BLOCK	SW6126-NAVAJO WHITE (ACE 3058 - INSPIRE AWE)
ii	TYP. EXTERIOR WALL (2)	STUCCO OVER CMU BLOCK	SW1668 - PINEAPPLE CREAM (ACE 4024 - FRENCH MARKET)
iii	TYP. LOW SLOPE ROOF	TPO ROOF OVER RIGID INSULATION, R-30 MIN.	MANUF. WHITE
iv	4:12 SLOPED ROOF	R-PANEL ROOFING	MANUF. RED.
v	FLAT CANTILEVER AWNING	PREFAB ALUM. AWNING (BY OTHERS)	MANUF. RED.
vi	PITCHED ROOF AWNINGS	PREFAB STEEL BRACING W/ R-PANEL ROOFING	MANUF. RED.
vii	STOREFRONT DOORS	ALUMINUM FRAME W/ TINTED GLAZING	MANUF. BRONZE FRAME - TINTED GLAZING
viii	MAN DOORS	STEEL DOORS & FRAME	SW6126-NAVAJO WHITE (ACE 3058 - INSPIRE AWE)
ix	ROLL-UP GARAGE DOOR	SECTIONAL (OWNER TO SELECT)	SW6126-NAVAJO WHITE (ACE 3058 - INSPIRE AWE)
x	FOAM CORNICE	PREFAB FOAM (BY OTHERS)	SW 7005 - PURE WHITE (ACE 869 - OXFORD WHITE)
xi	FAUX STOREFRONT WINDOWS	ALUMINUM FRAME W/ OPAQUE GLAZING	MANUF. BRONZE FRAME - TINTED OPAQUE GLAZING
xii	S. SIDE CONT. GUTTERS & DOWNSPOUTS	PVC	SW6126-NAVAJO WHITE (ACE 3058 - INSPIRE AWE)
xiii	SIGNAGE	BY OTHERS	ACE LOGO RED & WHITE
xiv	SPLIT FACE CMU BLOCK WALL & COLUMN BASE	CMU BLOCK	SW6126-NAVAJO WHITE (ACE 3058 - INSPIRE AWE)
xv	DECORATIVE FOAM BANDING & TRIM	FOAM	SW 7005 - PURE WHITE (ACE 869 - OXFORD WHITE)
xvi	E. SIDE CONT. GUTTERS & DOWNSPOUTS	PVC	SW6127-IVOIRE
xvii	E. SIDE EXTERIOR ACCENT WALL	STUCCO OVER CMU BLOCK	SW6127-IVOIRE

GENERAL NOTES:

ALL DIMENSIONS ARE TO FINISH FACE UNLESS NOTED OTHERWISE
ALL GENERAL & SUB-CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS, ELECTRICAL, WATER, SEWER AND GAS SERVICE LOCATIONS.
ALL WORK MUST COMPLY WITH THE 2023 8TH EDITION (EXPOSURE "C") OF THE FLORIDA BUILDING CODE SECT. 1609 - 130 MPH WIND LOAD AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION
ALL DOOR & WINDOW OPENING TO MEET OR EXCEED DESIGN PRESSURE RANGE THE BUILDING RISK CATEGORY IS "II"
INTERNAL PRESSURE COEFFICIENT IS +0.18/-0.18 IN ACCORDANCE WITH ASCE 7-22
ALL GLAZING IS TO BE NON-IMPACT RESISTANT

© COPYRIGHT 2015 ARCHITECTS DESIGN INCORPORATED

REVISIONS

ACE HARDWARE DELAND

OWNER/DEVELOPER: RICHARD ANDERSON, MANAGING MEMBER, RZT PROPERTIES, LLC., 203 WOODHOUSE LANE, DELAND, FL 32724
PROJECT LOCATION: NE CORNER OF SOUTH AMELIA AVE & EAST. HOVERT AVENUE DELAND, FL 32724
GENERAL CONTRACTOR: FULL TIME CONSTRUCTION, LLC. KEN HALL, LIC.#CGC1528624, 5 FLORAL COURT, PALM COAST, FL 32137, PH: (386)446-7846

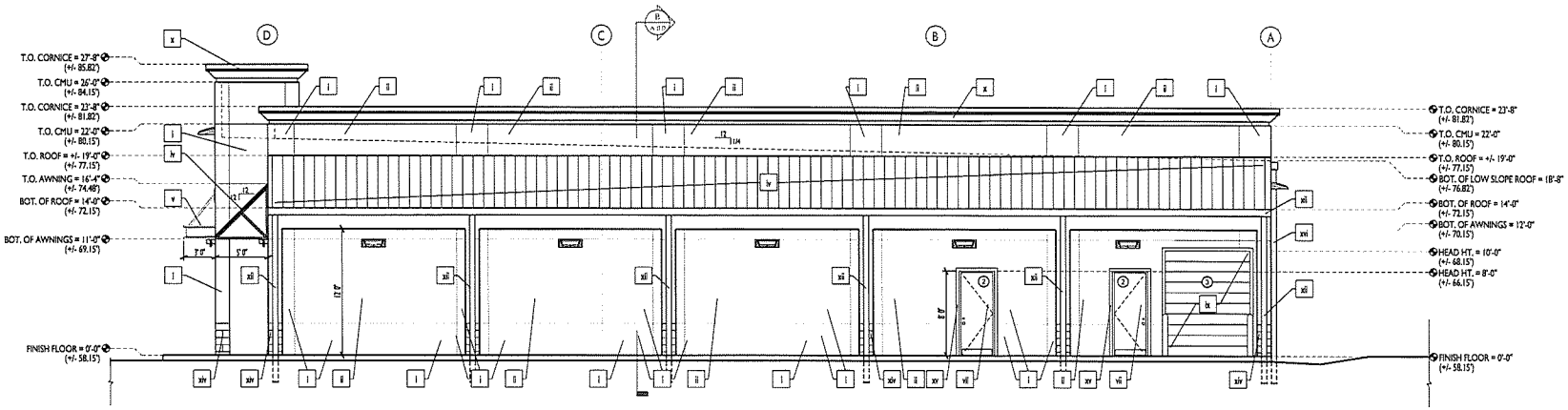
DESIGN INCORPORATED
Building Design and Architecture
BRIAN P. FREDLEY, ASSOCIATE AIA, PROJECT MANAGER
DALLAS B. PEACOCK, ARCHITECT
#AR 0009706
207 FARVIEW AVENUE
DAYTONA BEACH, FL 32114 PH: (386) 257-6822 FX: (386) 257-1652
EMAIL: info@bpfdesign.com WEBSITE: bpfdesign.com

PROPOSED ELEVATIONS E & W

DRAWN BY: TEH	CHECKED BY: DBP & BPF
DATE: DECEMBER 2, 2015	SHT NO. A-3.0
SCALE: 3/16"=1'-0"	

0 6" 12" 18" 24"

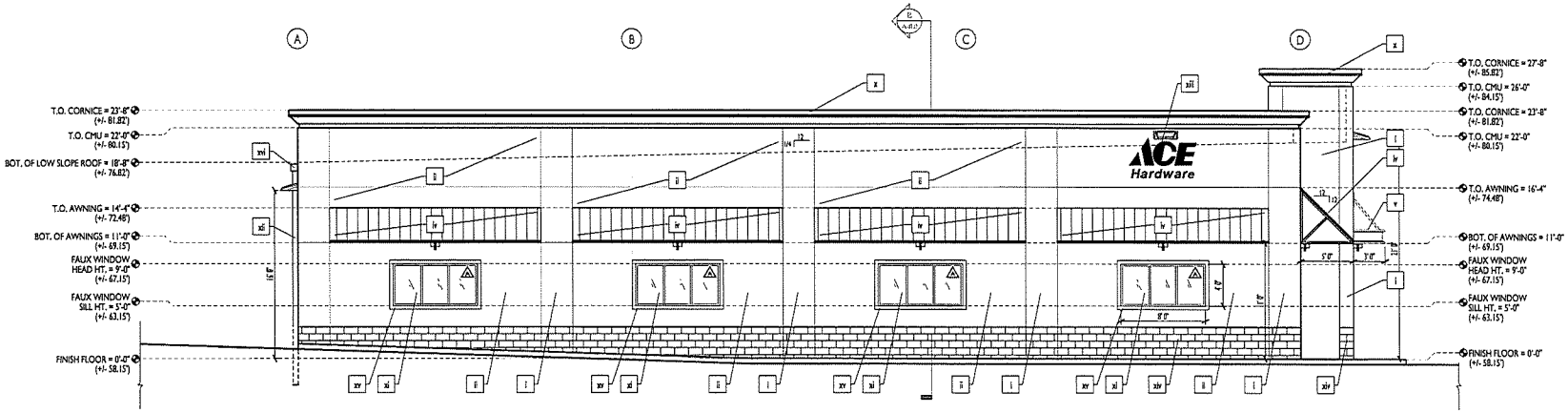
ARCHITECT'S / ENGINEER'S SEAL



B A-3.1 PROPOSED ELEVATION

S. FACADE FACING
E. HOWRY AVE.

SCALE: 3/16" = 1'-0"



A A-3.1 PROPOSED ELEVATION

N. FACADE FACING TOWARDS
ADJACENT PROPERTY

SCALE: 3/16" = 1'-0"

MATERIAL & COLOR SCHEDULE

NO.	BLDG ELEMENT	MATERIAL	COLOR	NO.	BLDG ELEMENT	MATERIAL	COLOR	NO.	BLDG ELEMENT	MATERIAL	COLOR	NO.	BLDG ELEMENT	MATERIAL	COLOR
i	TYP. EXTERIOR WALL	STUCCO OVER CMU BLOCK	SW6126-NAVAJO WHITE (ACE 3058 - INSPIRE AWE)	vi	PITCHED ROOF AWNINGS	PREFAB STEEL BRACING W/ R-PANEL ROOFING	MANUF. RED.	xi	FAUX STOREFRONT WINDOWS	ALUMINUM FRAME W/ OPAQUE GLAZING	MANUF. BRONZE FRAME - TINTED OPAQUE GLAZING	xvi	E. SIDE CONT. GUTTERS & DOWNSPOUTS	PVC	SW6127-IVOIRE
ii	TYP. EXTERIOR WALL (2)	STUCCO OVER CMU BLOCK	SW1668 - PINEAPPLE CREAM (ACE 4024 - FRENCH MARKET)	vii	STOREFRONT DOORS	ALUMINUM FRAME W/ TINTED GLAZING	MANUF. BRONZE FRAME - TINTED GLAZING	xii	S. SIDE CONT. GUTTERS & DOWNSPOUTS	PVC	SW6126-NAVAJO WHITE (ACE 3058 - INSPIRE AWE)	xvii	E. SIDE EXTERIOR ACCENT WALL	STUCCO OVER CMU BLOCK	SW6127-IVOIRE
iii	TYP. LOW SLOPE ROOF	TPO ROOF OVER, RIGID INSULATION, R-30 MIN.	MANUF. WHITE	viii	MAN DOORS	STEEL DOORS & FRAME	SW6126-NAVAJO WHITE (ACE 3058 - INSPIRE AWE)	xiii	SIGNAGE	BY OTHERS	ACE LOGO RED & WHITE				
iv	4:12 SLOPED ROOF	R-PANEL ROOFING	MANUF. RED.	ix	ROLL-UP GARAGE DOOR	SECTIONAL (OWNER TO SELECT)	SW6126-NAVAJO WHITE (ACE 3058 - INSPIRE AWE)	xiv	SPLIT FACE CMU BLOCK WALL & COLUMN BASE	CMU BLOCK	SW6126-NAVAJO WHITE (ACE 3058 - INSPIRE AWE)				
v	FLAT CANTILEVER AWNING	PREFAB ALUM. AWNING (BY OTHERS)	MANUF. RED.	x	FOAM CORNICE	PREFAB FOAM (BY OTHERS)	SW 7005 - PURE WHITE (ACE 869 - OXFORD WHITE)	xv	DECORATIVE FOAM BANDING & TRIM	FOAM	SW 7005 - PURE WHITE (ACE 869 - OXFORD WHITE)				

GENERAL NOTES:

ALL DIMENSIONS ARE TO FINISH FACE UNLESS NOTED OTHERWISE
ALL GENERAL & SUB-CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS, ELECTRICAL, WATER, SEWER AND GAS SERVICE LOCATIONS.
ALL WORK MUST COMPLY WITH THE 2013 8TH EDITION (EXPOSURE "C") OF THE FLORIDA BUILDING CODE SECT. 1609 / 38 MPH WIND LOAD AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION.
ALL DOOR & WINDOW OPENINGS TO MEET OR EXCEED DESIGN PRESSURE RANGE
THE BUILDING RISK CATEGORY IS "II"
INTERNAL PRESSURE COEFFICIENT IS +/- 0.18 IN ACCORDANCE WITH ASCE 7-22
ALL GLAZING IS TO BE NON-IMPACT RESISTANT

© COPYRIGHT 2015 - DPF DESIGN INCORPORATED

REVISIONS

ACE HARDWARE DELAND

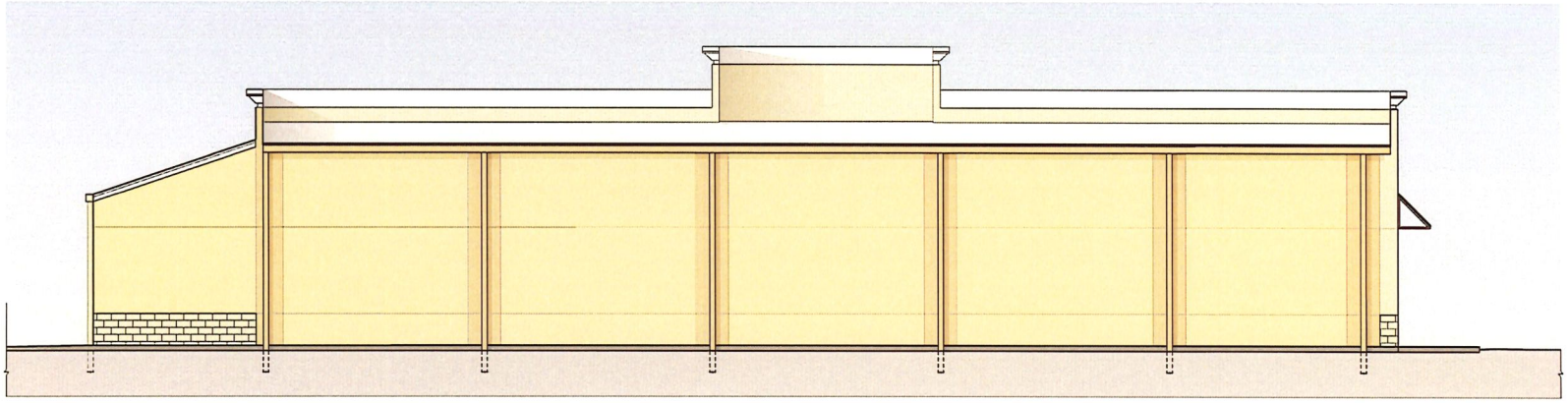
OWNER/DEVELOPER: RICHARD ANDERSON, MANAGING MEMBER, RZT PROPERTIES, LLC., 2203 WOODHOUSE LANE, DELAND, FL 32724
PROJECT LOCATION: NE CORNER OF SOUTH AMELIA AVE & EAST HOWRY AVENUE, DELAND, FL 32724
GENERAL CONTRACTOR: FULL TIME CONSTRUCTION, LLC., KEN HALL, LIC #: CGC1528624, 5 FLORAL COURT, PALM COAST, FL 32137, PH: (386)466-7846

DPF DESIGN INCORPORATED
Building Design and Architecture
BRIAN P. FREDLEY, ASSOCIATE AIA, PROJECT MANAGER
DALLAS B. PEACOCK, ARCHITECT
#AR 0009706
207 FAIRVIEW AVENUE
DAYTONA BEACH, FL 32114 PH.: (386) 253-6502 FX: (386) 253-1858
EMAIL: info@dpfdesign.com WEBSITE: dpfdesign.com

PROPOSED ELEVATIONS N & S

DRAWN BY: TEH	CHECKED BY: DBP & BPF
DATE: DECEMBER 2, 2015	SHT NO. A-3.1
SCALE: 3/16"=1'-0"	

ARCHITECT'S / ENGINEER'S SEAL



REAR ELEVATION
E. FACADE FACING
ADJACENT BUILDING

FRONT ELEVATION
W. FACADE FACING
S. AMELIA AVE.

GENERAL NOTES:

ALL DIMENSIONS ARE TO FINISH FACE UNLESS NOTED OTHERWISE
ALL GENERAL & SUB-CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS.
ELECTRICAL, WATER, SEWER AND GAS SERVICE LOCATIONS.
ALL WORK MUST COMPLY WITH THE 2023 8TH EDITION (EXPOSURE "C")
OF THE FLORIDA BUILDING CODE SECT. 1609 / 130 MPH WIND LOAD
AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION.
ALL DOOR & WINDOW OPENINGS, TO MEET OR EXCEED DESIGN PRESSURE RANGE
THE BUILDING RISK CATEGORY IS "II"
INTERNAL PRESSURE COEFFICIENT IS +1/- 0.18 IN ACCORDANCE WITH ASCE 7-22
ALL GLAZING IS TO BE NON-IMPACT RESISTANT

REVISIONS

ACE HARDWARE DELAND

OWNER/DEVELOPER: RICHARD ANDERSON, MANAGING MEMBER, RZT PROPERTIES, LLC., 203 WOODHOUSE LANE, DELAND, FL 32724
PROJECT LOCATION: NE CORNER OF SOUTH AMELIA AVE & EAST. HOVRY AVENUE, DELAND, FL 32724
GENERAL CONTRACTOR: FULL TIME CONSTRUCTION, LLC., KEN HALL, LIC #CGC1528624, 5 FLORAL COURT, PALM COAST, FL 32137, PH.: (386)566-7846

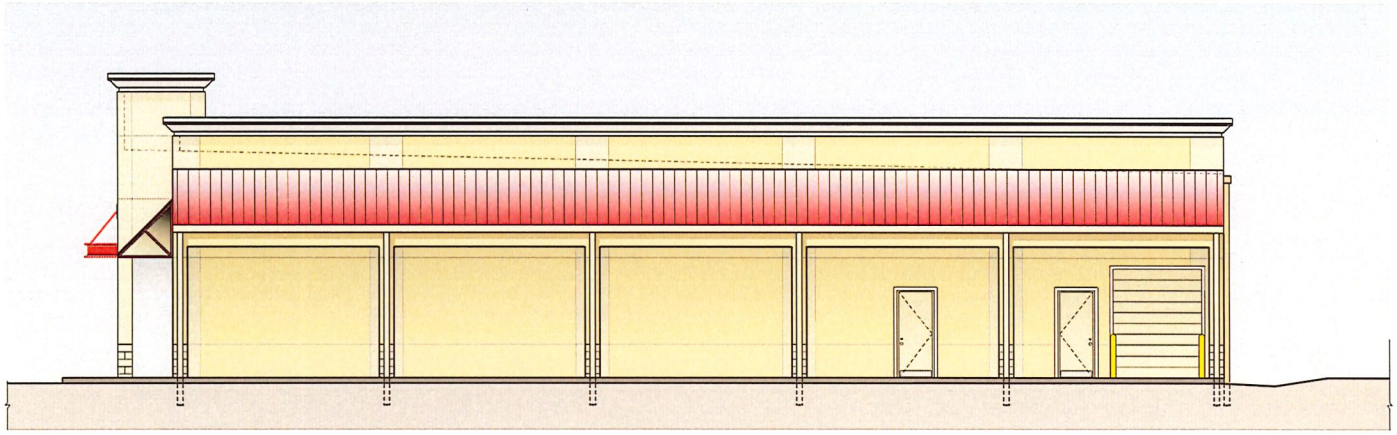
BBPF DESIGN INCORPORATED
Building Design and Architecture
BRIAN P. FREDLEY, ASSOCIATE AIA, PROJECT MANAGER
DALLAS B. PEACOCK, ARCHITECT
#AR 0009706
207 FAIRVIEW AVENUE
DAYTONA BEACH, FL 32114 PH.: (386) 257-6502 FX: (386) 257-1059
EMAIL: info@bpfdesign.com WEBSITE: bpfdesign.com

COLORED ELEVATIONS I

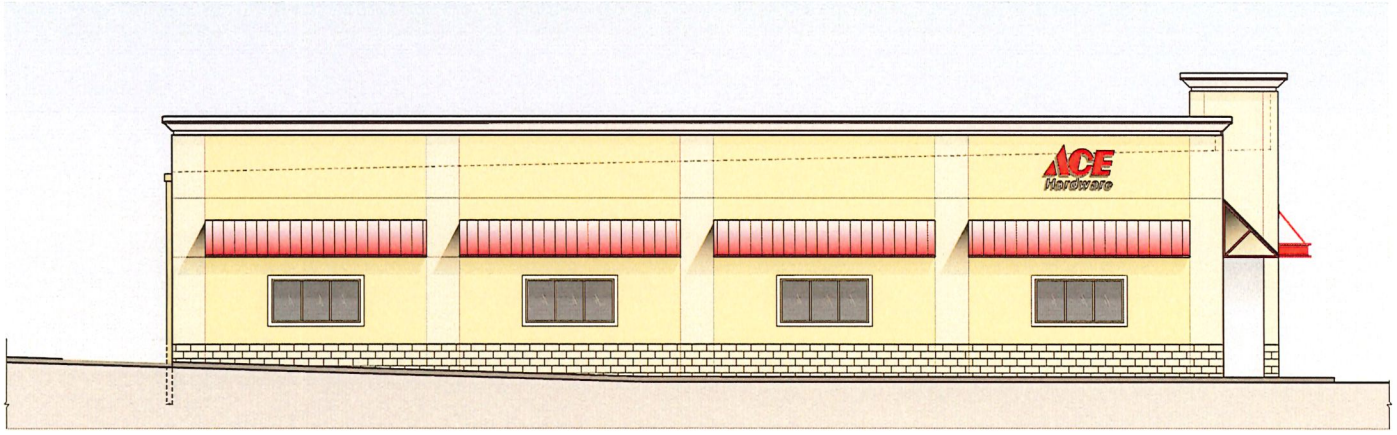
DRAWN BY: TSH	CHECKED BY: DBP & BPF
DATE: DECEMBER 2, 2025	SHT NO. 000
SCALE: 3/16"=1'-0"	

0 3 6 12 24 48 72

ARCHITECT'S / ENGINEER'S SEAL



SIDE ELEVATION
S. FACADE FACING
E. HOWRY AVE.



SIDE ELEVATION
N. FACADE FACING
ADJACENT PROPERTY

GENERAL NOTES:

ALL DIMENSIONS ARE TO FINISH FACE UNLESS NOTED OTHERWISE
ALL GENERAL & SUB-CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS.
ELECTRICAL, WATER, SEWER AND GAS SERVICE LOCATIONS.
ALL WORK MUST COMPLY WITH THE 2023 8TH EDITION (EXPOSURE "C")
OF THE FLORIDA BUILDING CODE SECT. 1609 138 MPH WIND LOAD
AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION.
ALL DOOR & WINDOW OPENINGS TO MEET OR EXCEED DESIGN PRESSURE RANGE
THE BUILDING RISK CATEGORY IS "II"
INTERNAL PRESSURE COEFFICIENT IS +/- .18 IN ACCORDANCE WITH ASCE 7-22
ALL GLAZING IS TO BE NON-IMPACT RESISTANT

© COPYRIGHT 2024 BPF DESIGN INCORPORATED

REVISIONS

ACE HARDWARE DELAND

OWNER/DEVELOPER: RICHARD ANDERSON, MANAGING MEMBER, RZT PROPERTIES, LLC
PROJECT LOCATION: NE CORNER OF SOUTH AMELIA AVE & EAST. HOWRY AVENUE, DELAND, FL 32724
GENERAL CONTRACTOR: T.B.D.

BPF DESIGN INCORPORATED
Building Design and Architecture
BRIAN P. FRIEDLEY, ASSOCIATE AIA, PROJECT MANAGER
DALLAS B. PEACOCK, ARCHITECT
#AR 0009706
207 FAIRVIEW AVENUE
DAYTONA BEACH, FL 32114 PH: (386) 257-0002 FX: (386) 257-1050
EMAIL: bfriedley@bpfdesign.com WEBSITE: bpfdesign.com

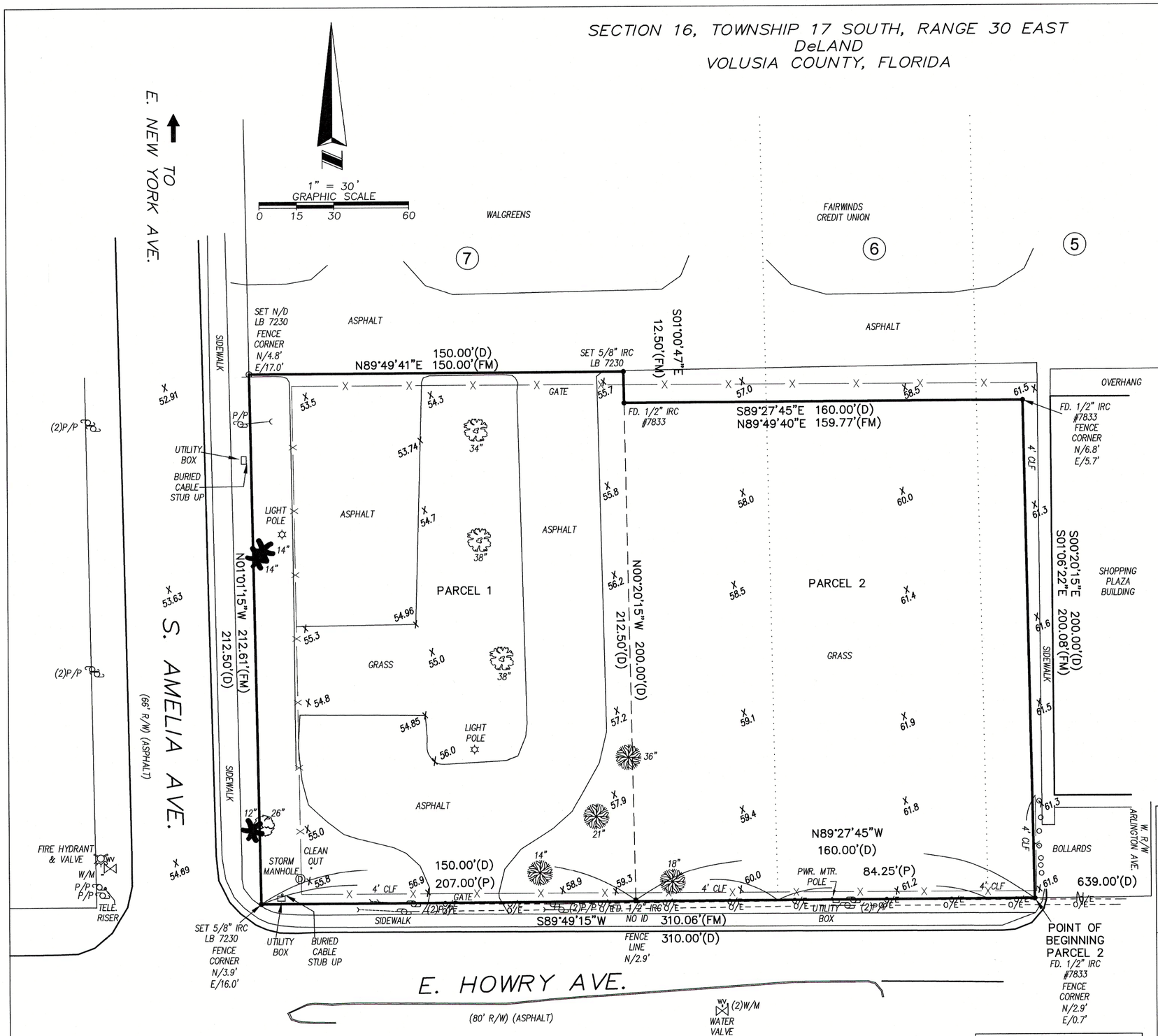
COLORED ELEVATIONS 2

DRAWN BY: TEM	CHECKED BY: DBP & BPF
DATE: DECEMBER 2, 2025	SHT NO. ###
SCALE: 3/16"=1'-0"	

0 1' 6' 12' 18' 24'

ARCHITECT'S / ENGINEER'S SEAL

SECTION 16, TOWNSHIP 17 SOUTH, RANGE 30 EAST
DeLAND
VOLUSIA COUNTY, FLORIDA



DESCRIPTION: (PER ORB 8642 PG. 1402)

PARCEL 1:
THE SOUTH 212.5 FEET OF THE WEST 150 FEET OF LOT 7, REVISED PLAT OF ASSESSOR'S SUBDIVISION OF WEST 1/2 OF NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 17 SOUTH, RANGE 30 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 3, PAGE 145 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2:
THAT PORTION OF LOTS 5, 6 AND 7 OF THE REVISED PLAT OF ASSESSOR'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 17 SOUTH, RANGE 30 EAST, DELAND, AS RECORDED IN MAP BOOK 3, PAGE 145, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A POINT IN THE SOUTH LINE OF SAID LOT 5, SAID POINT BEING A DISTANCE OF 639.00 FEET WESTERLY OF A CONCRETE MONUMENT MARKING THE INTERSECTION OF THE NORTHERLY LINE OF EAST HOWRY AVENUE, AN 80 FOOT STREET, WITH THE WESTERLY LINE OF ARLINGTON AVENUE, A 45 FOOT STREET AS NOW LAID OUT; THENCE CONTINUE NORTH 89°27'45" WEST ALONG THE SOUTH LINES OF SAID LOTS 5, 6 AND 7 A DISTANCE OF 160.00 FEET; THENCE NORTH 00°20'15" WEST A DISTANCE OF 200.00 FEET; THENCE SOUTH 89°27'45" EAST AND PARALLEL WITH THE SOUTH LINES OF LOTS 7, 6 AND 5 A DISTANCE OF 160.00 FEET; THENCE SOUTH 00°20'15" EAST A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.
TOGETHER WITH THE RIGHT OF USE OF THAT CERTAIN CROSS OVER EASEMENT AS DESCRIBED IN O.R. BOOK 6427, PAGE 2427 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
CROSS EASEMENT DESCRIPTION
A PORTION OF LOTS 5, 6 AND 7 OF THE REVISED PLAT OF THE ASSESSORS SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, DELAND OF RECORD IN MAP BOOK 3, PAGE 145, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE SOUTH LINE OF SAID LOT 2, OF THE REVISED PLAT OF THE ASSESSORS SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, DELAND, SAID POINT BEING A DISTANCE OF 30.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 2 AND ON THE WEST LINE OF ARLINGTON AVENUE AS NOW LAID OUT; THENCE NORTH 00°00'28" EAST ALONG THE WEST RIGHT-OF-WAY OF ARLINGTON AVENUE, A DISTANCE OF 574.51 FEET TO THE SOUTH RIGHT-OF-WAY OF EAST NEW YORK AVENUE; THENCE NORTH 89°19'06" WEST, ALONG THE SOUTH RIGHT-OF-WAY OF EAST NEW YORK AVENUE, A DISTANCE OF 577.44 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°20'53" EAST, A DISTANCE OF 294.77 FEET; THENCE SOUTH 74°18'46" WEST, A DISTANCE OF 46.41 FEET; THENCE NORTH 89°25'53" WEST, A DISTANCE OF 300.74 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF AMELIA AVENUE; THENCE NORTH 00°49'26" WEST ALONG SAID EAST RIGHT-OF-WAY OF AMELIA AVENUE, A DISTANCE OF 33.54 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY OF AMELIA AVENUE, SOUTH 89°22'03" EAST, A DISTANCE OF 150.20 FEET; THENCE SOUTH 89°17'22" EAST, A DISTANCE OF 159.45 FEET; THENCE NORTH 00°20'53" WEST, A DISTANCE OF 330.13 FEET TO THE SOUTH RIGHT-OF-WAY OF EAST NEW YORK AVENUE, THENCE SOUTH 89°19'06" EAST ALONG THE SOUTH RIGHT-OF-WAY OF EAST NEW YORK AVENUE, A DISTANCE OF 85.00 FEET TO THE POINT OF BEGINNING.

NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
2. NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. NO UNDERGROUND IMPROVEMENTS OR INSTALLATIONS OR OTHER INTERIOR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN, AS PER THE REQUEST OF THE CLIENT.
4. UNLESS NOTED, LEGAL DESCRIPTION FURNISHED BY CLIENT.
5. FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
6. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE SEARCH, A TITLE SEARCH MAY REVEAL ADDITIONAL INFORMATION AFFECTING THE PARCEL AS SHOWN.
7. WHERE APPLICABLE, MONUMENT DIAMETERS, ETC.. AND/OR LS OR LB NUMBERS ARE SHOWN NEAR RESPECTIVE SYMBOL ABOVE, UNLESS SHOWN IN LEGEND.
8. BEARINGS ASSUMED FROM PLAT, DEED, LEGAL DESCRIPTION.
9. UNLESS SHOWN, ONLY THOSE VISIBLE FEATURES IN THE IMMEDIATE VICINITY OF THE ABOVE DESCRIBED PARCEL BOUNDARY HAVE BEEN LOCATED.
10. SUBJECT PROPERTY LIES WITHIN ZONE "X", AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAN AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, CITY OF DELAND COMMUNITY #120307, PANEL #12127C0470 H, DATED FEBRUARY 19, 2014. THIS FLOOD INSURANCE RATE MAP IS NOT A SURVEY AND NO RESPONSIBILITY IS TAKEN FOR THE ACCURACY OF SAID MAP.
11. THIS SURVEY IS NOT INSURED FOR MULTIPLE USES. FIDUCIARY AND ALL OTHER OBLIGATIONS ARE LIMITED TO THOSE CERTIFIED BELOW. SEE SPECIAL NOTE ABOVE SIGNATURE BLOCK.
12. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 1988 DATUM.

SPECIAL NOTE - LIABILITY NOTICE

NOTICE OF LIABILITY: THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN IN TITLE AND CERTIFICATION BLOCK BELOW. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY IN ANY MANNER WHATSOEVER, WITHOUT THE WRITTEN CONSENT OF Larry R. Efird, Jr. PSM.

ABBREVIATIONS:

A/C	= AIR CONDITIONER	X 59.1	= ELEVATIONS	N/W	= NAIL AND WASHER	S	= SOUTH
(C)	= CALCULATED	ELEV.	= ELEVATION	O.R.	= OFFICIAL RECORDS	S/T	= SEPTIC TANK
CL	= CENTERLINE	F.F.	= FINISHED FLOOR	O/H	= OVERHANG	S.F.	= SQUARE FEET
CLF	= CHAIN LINK FENCE	FD.	= FOUND	O/E	= OVERHEAD ELECTRIC LINE	TYP.	= TYPICAL
CONC.	= CONCRETE	(FM)	= FIELD MEASURED	PG.	= PAGE	W	= WEST
CSL	= CONCRETE SLAB	I.D.	= IDENTIFICATION	(P)	= PLAT (MAP) DIMENSION	W/F	= WOOD FENCE
CB	= CONCRETE BLOCK	IP	= IRON PIPE	P/P	= POWER POLE	W/M	= WATER METER
CM	= CONCRETE MONUMENT	IR	= IRON ROD	P.C.	= POINT OF CURVATURE	△	= DELTA ANGLE
(D)	= DEED OR DESCRIPTION	IR&C	= IRON ROD AND CAP	F.F.	= FINISHED FLOOR	L	= LENGTH OF CURVE
D/U	= DRAINAGE/UTILITY EASEMENT	LS	= LICENSED SURVEYOR	P.O.B.	= POINT OF BEGINNING	R	= RADIUS
E	= EAST	LB	= LICENSED SURVEY BUSINESS	P/L	= PROPERTY LINE	T	= TANGENT DISTANCE
E/P	= EDGE OF PAVEMENT	N	= NORTH	R/W	= RIGHT-OF-WAY	C.B.	= CHORD BEARING
ESM'T.	= EASEMENT	N/D	= NAIL AND DISK			CH.	= CHORD DISTANCE

EFIRD SURVEYING GROUP, INC.
475 S. BLUE LAKE AVENUE
DELAND, FLORIDA 32724
PHONE: (386) 740-4144 FAX: (386) 740-4155
WEBSITE: www.efirdsurveying.com
e-mail: larry@efirdsurveying.com
Certificate Of Authorization Licensed Business Number 7230

TREE LEGEND

- = CAMPHOR
- = LIVE OAK
- = PALM
- = SYCAMORE

NOTE:

THIS SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS SHOWN HEREON, ON THE MOST CURRENT DATE SHOWN, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN HEREON THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY. THIS SURVEY IS PREPARED WITHOUT BENEFIT OF ABSTRACT OR TITLE SEARCH UNLESS OTHERWISE NOTED. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. THIS SURVEY DRAWING IS THE PROFESSIONAL OPINION OF THIS SURVEYOR AND MAPPER AND THE FIRM, WHICH WAS PREPARED UTILIZING THE BEST AVAILABLE INFORMATION AND AS SUCH DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE HELD LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED TO THE SURVEYOR, WHICH WAS USED AS A BASIS IN THE PREPARATION OF THIS SURVEY DRAWING.

Boundary Survey

Survey Date:	Drawing Number:	Scale: 1"=30'
1/3/2025	24-0420	Drawn By: JM

For: RZT PROPERTIES, LLC

S. AMELIA AVE./E. HOWRY AVE., DeLAND

I HEREBY CERTIFY THIS SURVEY DRAWING TO BE CORRECT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND COMPLIES IN FORM WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, F.A.C. PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

STATE OF FLORIDA LICENSE NO. 5823

1/3/2025

LARRY R. EFIRD JR.
Professional Surveyor & Mapper No. 5823

© COPYRIGHT - DO NOT COPY OR REPRODUCE WITHOUT PERMISSION.

PLANNING DIVISION STAFF REPORT
TO
THE CITY OF DELAND PLANNING BOARD

February 11, 2026

A. **APPLICATION NO.**: Z25-168 (Ace Hardware PD Rezoning)
APPLICANT: Cobb Cole
OWNER: RZT Properties, LLC
STAFF PLANNER: Emily Kunkel, *Senior Planner*
REQUEST: Rezoning for ±1.47 Acres of Property, from C-2 (General Commercial) to Ace Hardware PD (Planned Development).

B. **APPLICABLE REGULATIONS:**

Article IV **OVERLAY AND FLOATING ZONES**
Sec. 33-32 – Planned Development District.

Article XII **ADMINISTRATION AND ENFORCEMENT**
Sec. 33-135 – Procedure for text amendments & rezoning.

C. **SITE FACTORS:**

PARCEL NUMBER: 701605000072 & 701605000051
LOCATION: Northeast of the intersection of South Amelia Avenue and East Howry Avenue
SIZE OF PROPERTY: ±1.47 acres

D. **LAND USE DESIGNATION & ZONING OF SUBJECT PROPERTY:**

Future Land Use: Mixed Commercial
Existing Zoning: C-2 (General Commercial)
Existing Use: Vacant

E. **SURROUNDING LAND USE & ZONING:**

	LAND USE	ZONING
North:	Mixed Commercial	C-2 (General Commercial)
South:	High Density Residential	R-16 (Multiple-Family Dwelling)
East:	Mixed Commercial	C-2 (General Commercial)
West:	Downtown Commercial	C-2 (General Commercial)

F. **BACKGROUND:** The subject property is ±1.47 acres in size, vacant and undeveloped. A portion of the site was previously developed as a bank with drive-thru lanes. The site is currently two separate lots, at the time of the site plan process, the applicant will be required to complete a lot consolidation. The current zoning is C-2 (General Commercial), and the applicant is requesting to rezone to the Ace Hardware PD (Planned Development) district. The subject property is located northeast of the intersection of South Amelia Avenue and East Howry Avenue, and located in the DeLand Plaza shopping center. Located north of the property are developed commercial uses; and apartment complexes to the south. To the east is the DeLand Plaza shopping plaza, and to the west is a mix of vacant and commercial use properties.

G. **ANALYSIS:** The applicant proposes to develop the site with a home improvement retail use, Ace Hardware. The property is currently zoned C-2 (General Commercial), which allows the proposed use but requires outdoor storage and outdoor display to be located at the rear of the building. The site currently contains a cluster of three (3) historic oak trees to the west of the proposed parking and building, and the remainder of the site consists of vacant land with existing pavement to be removed.

Due to the presence of the historic oak trees, the corner lot configuration, and the existing shopping plaza layout, the building was reoriented to face Amelia Avenue in order to meet the C-2 zoning district required setbacks, buffering, parking, while also utilizing the existing shopping plaza access. As a result, the applicant found there is no practical area for outdoor storage or outdoor display at the rear of the building. Therefore, the applicant is requesting rezoning to the Ace Hardware PD (Planned Development) district, to allow for the proposed outdoor display to be on the front of the building and the outdoor storage to be on the side of the building, and adequately screened, as outlined within the PD.

Per Sec. 33-32 of the Land Development Regulations, in return for flexibility in site design and development, Planned Developments (PDs) are expected to include exceptional design that preserves critical environmental resources and incorporates creative design in the layout of buildings. All development for the property shall rely upon the standards set forth below as identified on the Planned Development Plan. Where this document is silent, the C-2 zoning regulations shall apply.

As shown on the concept plan, and further outlined in the PD document, the applicant is proposing to have 500 sq. ft. of outdoor display at the front of the building and 1,036 sq. ft. of outdoor storage on the south side. The site will be enclosed with 5-ft black aluminum fencing; however, enhanced landscaping is proposed to be integrated with the fence along the south side to provide additional screening for the above-ground propane tank, dumpster, and outdoor storage. While the concept plan illustrates the overall site layout, site-specific details, such as impervious surface percentages and Tree Protection Areas will be addressed at the site plan phase.

The PD includes landscape designs standards intended to provide environmentally beneficial functions, including cooling, privacy screening, shade, aesthetics, and runoff pollution prevention. The perimeter landscape buffers are summarized in the table below, which compares the C-2 zoning district buffer requirements with the buffers proposed in the PD. As shown, the buffer widths along the north, south, and east boundaries exceed the minimum required standards.

LANDSCAPE BUFFERS		
	REQUIRED	**PROVIDED**
NORTH	N/A	None
SOUTH (E. Howry Ave.)	Type C *(20ft – 35ft.)*	20 ft. (*except for required drive aisles)* + 5 ft. black aluminum fence *The aluminum fence will be integrated with landscaping arranged in clusters to provide additional screening of the propane tank and outdoor storage and to ensure compatibility with this overall buffer design.*
EAST	N/A	5 ft. + retaining wall *Retaining wall shall be installed at least 5 ft. west from property line and shall begin just north of the proposed irrigation well and dumpster enclosure that will sit along this buffer.*
WEST (S. Amelia Ave.)	Type A *(15 ft. – 20ft.)*	Type "A" buffer (15 ft.)

The development shall comply with the city's Land Development Regulations as well as International Dark Sky standards, designed to reduce light pollution by restricting upward-directed light and avoiding glare.

The on-site parking shall comply with the parking requirements within the Land Development Regulations. The calculations can be seen using the below table.

PARKING		
	REQUIRED	**PROPOSED**
RETAIL	23	28
ADA	2	2
TOTAL	25	30

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.

The C-2 zoning district allows for general commercial uses, such as the proposed Ace Hardware; however, outdoor storage and outdoor display is limited to only in the rear of the building. Because the applicant is proposing outdoor storage along the south side of the building and outdoor display at the front of the building, deviations from the City's C-2 zoning standards are requested through a proposed PD that would create a tailored zoning district for the project. The associated code deviations from C-2 to the Ace Hardware PD are outlined in the table below.

DEVELOPMENT STANDARD DEVIATIONS		
	C-2 REQUIRED	**PROPOSED (PD)**
Max. Impervious (total site)	60%	60%
Maximum Building height	80 ft.	80 ft.
Maximum building length	120 ft.	120 ft.
Minimum lot area	9,000 sq. ft.	9,000 sq. ft.
Minimum lot width	75 ft.	75 ft.
Minimum floor area		1,000 sq. ft.
Minimum Building Separation		20 ft. between sides of buildings 20 ft. between sides and rear of adjacent buildings 20 ft. between any combination of fronts or rears of adjacent buildings.
Setbacks (Commercial)	Front yard: 20 ft. Rear yard: 10 ft. Side yard (abutting residential): 25 ft. Side yard: 10 ft. Side yard (street): 20 ft.	Front yard: 20 ft. Rear yard: 10 ft. Side yard (abutting residential): 25 ft. Side yard: 10 ft. Side yard (interior): 10 ft. Side yard (street): 20 ft.
Minimum building setback		Street: 20 ft. Adjacent to other uses: 10 ft.

School Concurrency: Public-school concurrency review is not required for this project, as nonresidential developments are deemed de minimis under Sec. 33-41.07.

Traffic Analysis: A Traffic Impact memo was completed on September 22, 2025. The analysis determined that the project will generate 96 average daily trips, 46 peak hour A.M. and P.M. hour trips. Per Sec. 33-41.04 of the code, a full Traffic Impact Analysis is not required for projects that generate less than 1,000 daily trips.

Stormwater: A stormwater retention pond is being proposed along South Amelia Avenue. Per the proposed PD Agreement, the stormwater system will be designed to meet all required governmental regulations, and shall be designed to accommodate a 100-year, 24-hour storm event which will be retained on site.

H. LAND DEVELOPMENT REGULATIONS:

Sec. 33-135 – Procedure for text amendments & rezoning of the Land Development Regulations provides the following factors to consider during the review of each application for rezoning or for changes in permitted uses, among the factors to be considered are the following:

1. **Is the proposed rezoning consistent with the Comprehensive Land Use Plan, the land use, zoning pattern and character of the surrounding area?**
   The proposed zoning of Planned Development (PD) is consistent with the Comprehensive Plan with an underlying land use designation of Mixed Commercial. The Mixed Commercial land use designation is considered compatible with the Planned Development (PD) zoning district, per the Comprehensive Plan.

   The subject property is located on an existing lot within a commercial development, which constitutes infill development; south are apartment complexes; east is the DeLand Plaza shopping plaza; and to the west is a mix of vacant and commercial use properties. On the Future Land Use map, the surrounding properties are designated as Mixed Commercial to the north and east, High Density Residential to the south and Downtown Commercial to the west. The proposed Ace Hardware PD fits in with the mix of residential and commercial uses nearby by providing a neighborhood commercial component to serve the current and future residents of the City of DeLand.

2. **Will the proposed rezoning have an impact upon the environment or natural resources?**
   The site currently contains a cluster of three (3) historic oak trees to the west of the proposed parking and building, and the remainder of the site consists of vacant land with existing pavement to be removed. At the time of site plan, the development standards within the PD will ensure that Tree Protection Areas and landscape buffering both meet the requirements of the Land Development Regulations and Ace Hardware PD.

   The proposed project is located on an existing lot within a commercial development, which constitutes infill development, with limited opportunities to incorporate low impact development practices. Due to these site constraints, the concept plan has been designed to best accommodate the existing topography and drainage patterns identified on the site. Low impact development practices and green infrastructure shall be incorporated to the extent practicable during the site plan review process to mimic natural environmental conditions. The specific location and configuration of developed areas and related improvements within the site, will be determined during site plan review process.

3. **Will the proposed rezoning have an impact upon the economy of the affected area?**
   The site is currently undeveloped; therefore, the redevelopment of a commercial use should have a positive economic impact on the city and the surrounding area. This development in close proximity to the neighboring apartment complexes could have the potential for creating additional jobs, shopping, and convenience.

4. **Will the proposed rezoning have an impact upon governmental services?**
   Governmental services such as potable water, reclaimed water, sewer, code enforcement, police, and fire are available for the subject property and will be provided by the City.

5. **Are there changes in the circumstances or conditions affecting the area since the original assignment of zoning that will support the proposed zoning?**
   Since the original assignment of zoning, there have been changes in the market and demand of the area, as the previous bank development has been demolished. The proposed zoning change will facilitate site improvements, and it is consistent with the surrounding land uses and zoning.

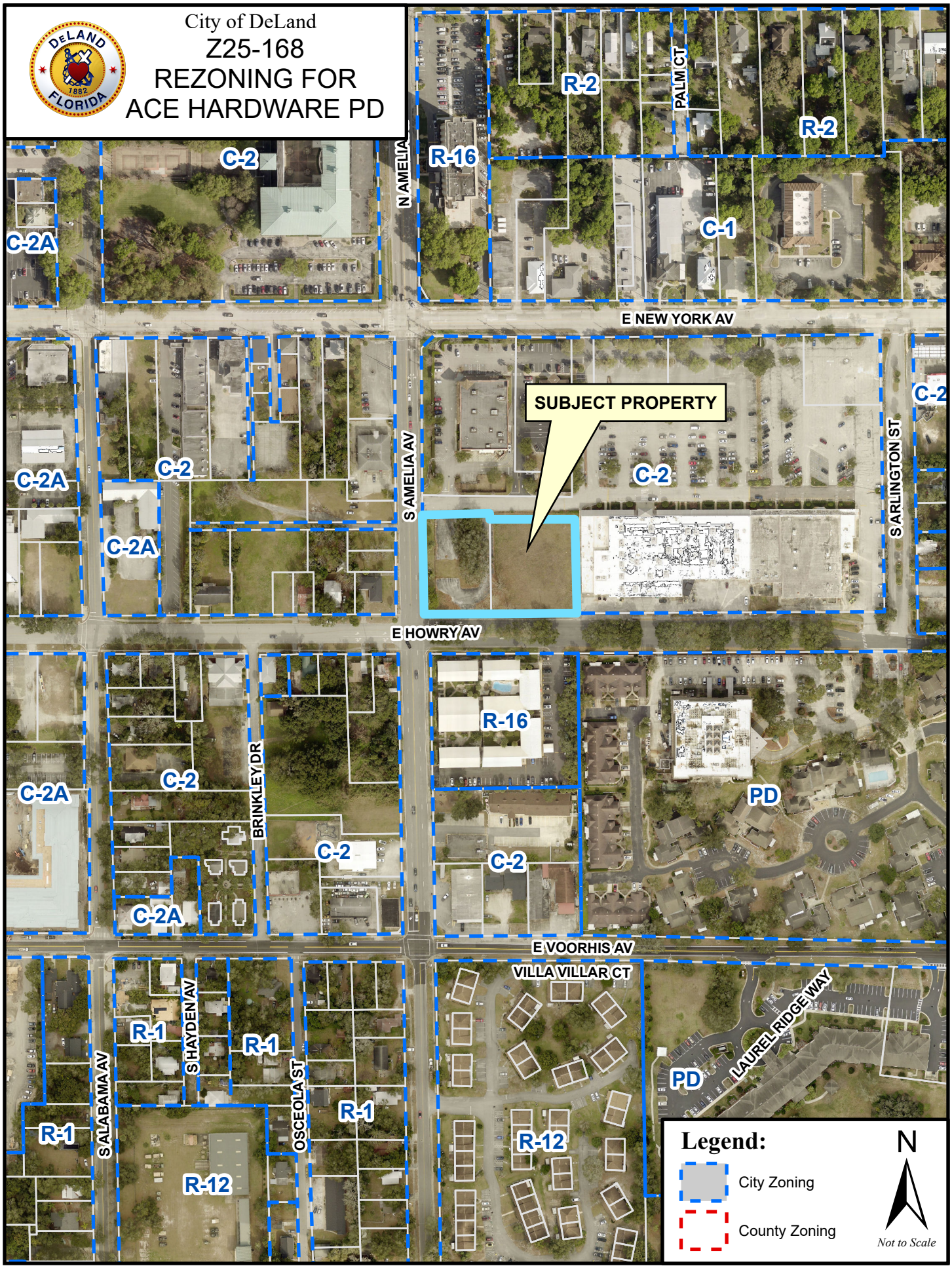
6. **Was there a mistake in the original classification?**
   There were no mistakes in the original classification, but because the applicant was unable to provide outdoor storage and outdoor display in the rear of the building as required in the C-2 zoning district, the applicant has proposed a PD that creates a tailored zoning district for the project. Standards that are not included in the PD agreement will default to the C-2 zoning district standards and the Land Development Regulations.

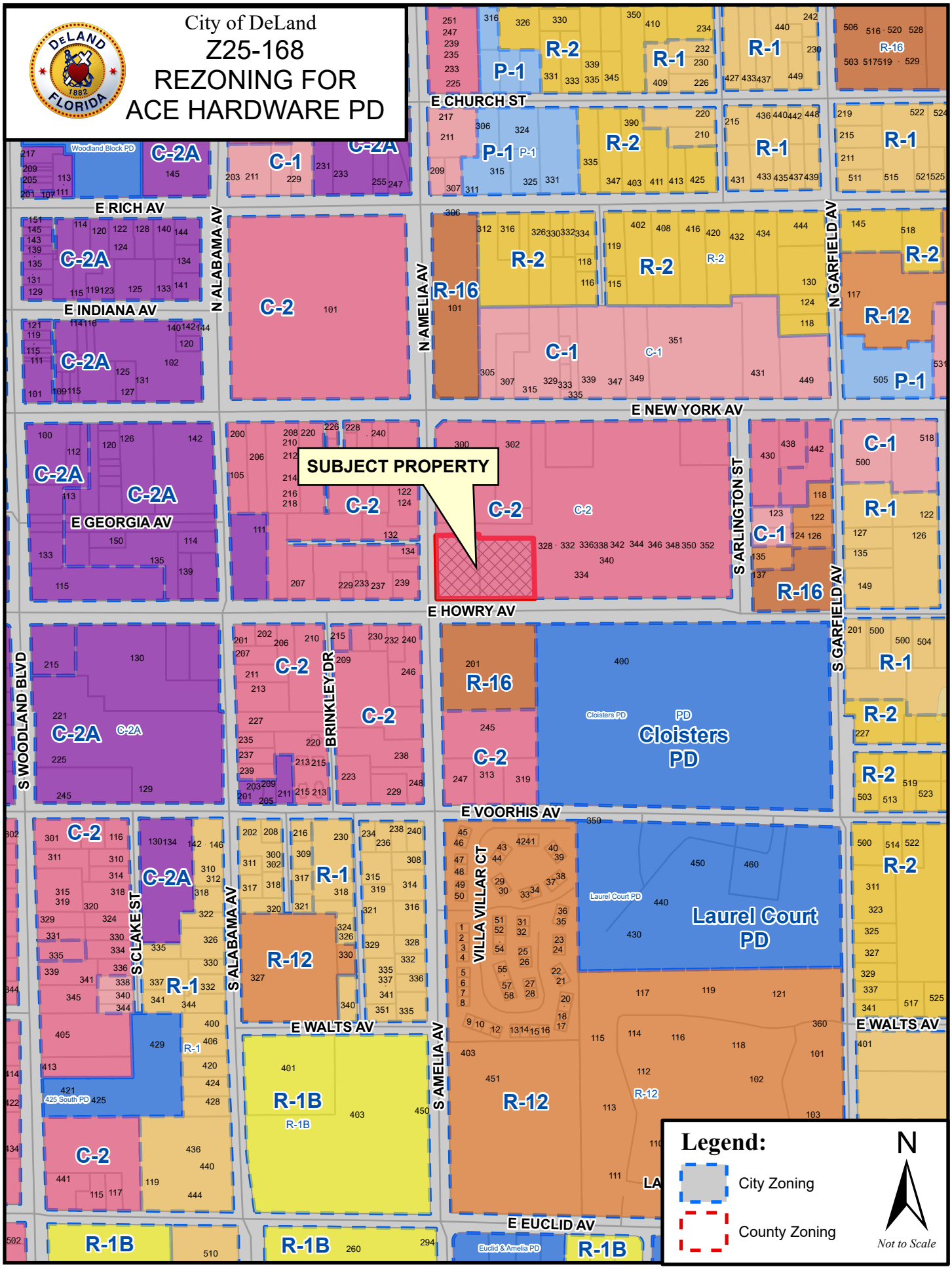
7. **Will the proposed rezoning have any effect upon the use or value of the affected area?**
   The proposed rezoning could positively impact the city's economic health by activating a currently vacant property and providing additional commercial options for the surrounding neighborhood.

8. **Will the proposed rezoning have an impact upon public health, safety and welfare?**
   There is no indication at this time that the new proposal will create additional impacts upon public health, safety or welfare, as all provided public services have the capacity needed to accommodate the proposed development. This rezoning would be consistent with the commercial uses of the surrounding area.

I. **CONCLUSION:** The applicant is proposing to rezone the subject property from C-2 (General Commercial) to Ace Hardware Planned Development (PD). Submittal of a site plan and lot consolidation will be required to ensure the provisions of the Planned Development Agreement are satisfied, as determined by TRC Staff, Planning Board, and City Commission.

J. **STAFF RECOMMENDATION**: Staff recommends that the Planning Board forward the application to the City Commission with a recommendation of approval for the request to rezone from C-2 (General Commercial) to Ace Hardware Planned Development (PD).


City of DeLand
Z25-168
REZONING FOR
ACE HARDWARE PD
SUBJECT PROPERTY
E NEW YORK AV
E HOWRY AV
E VOORHIS AV
N AMELIA
S AMELIA AV
S ARLINGTON ST
PALM CT
BRINKLEY DR
VILLA VILLAR CT
LAUREL RIDGE WAY
S HAYDEN AV
S ALABAMA AV
OSCEOLA ST
C-2
C-2A
R-16
R-2
C-1
PD
R-1
R-12
Legend:
City Zoning
County Zoning
N
Not to Scale


City of DeLand
Z25-168
REZONING FOR
ACE HARDWARE PD
SUBJECT PROPERTY
E CHURCH ST
E RICH AV
E INDIANA AV
E NEW YORK AV
E GEORGIA AV
E HOWRY AV
E VOORHIS AV
E WALTS AV
E EUCLID AV
N ALABAMA AV
N AMELIA AV
N GARFIELD AV
S ARLINGTON ST
S GARFIELD AV
S WOODLAND BLVD
BRINKLEY DR
S CLAKE ST
S ALABAMA AV
VILLA VILLAR CT
S AMELIA AV
Cloisters PD
Laurel Court PD
Legend:
City Zoning
County Zoning
N
Not to Scale

ENGINEERED PERMITS, INC.

311-A S. Woodland Blvd., DeLand, FL 32720
Phone 386-734-0830 Fax 386-734-8226
epi@epieng.net **COA#26298**

September 22, 2025

Subject: Ace Hardware
South Amelia Avenue and East Howry Avenue
Traffic Impact Statement

To whom it may concern:

Engineered Permits Inc. (EPI) has reviewed this project for traffic impacts. The site will be used for the development of a new 11,905 square foot hardware retail store. The store will consist of 8,045 sf of retail sales floor 2,298 sf of mixed storage uses and the remaining space will be accessory spaces (bathroom, office and hallways, etc.).

Using the ITE (Institute of Traffic Engineers) ***ITETripGen* Web-based App** we have calculated the potential new trips using the Land Use Group, Hardware/Paint Store land use code 816. This results in an average of 96 average weekday 2 way driveway trips onto the South Amelia Avenue. There will be 11 new AM trips and the PM peak will be 35 new trips. See attached statistical data.

Based on the low number of prosed new trips this project will not exceed any undesirable effects on the roadway. If any additional information is required please feel free to contact me at 386-490-5474 or by email at mwojtuniak@epieng.net.

Sincerely,
Engineered Permits Inc.

MICHAEL J. WOJTUNIAK
LICENSE
No 60934
9/22/25
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

Michael Wojtuniak, P.E.
Project Manager

Michael J Wojtuniak

Digitally signed by Michael J Wojtuniak
DN: c=US, o=Unaffiliated, dnQualifier=A01410D0000018E56DAA57A00018982, cn=Michael J Wojtuniak
Date: 2025.09.22 12:43:11 -04'00'

This document has been digitally signed and sealed by Michael J. Wojtuniak, P.E. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies, unless the raised seal has been used.

PM Peak (4 PM and 6PM)

DATA STATISTICS

Land Use:
Hardware/Paint Store (816) Click for Description and Data Plots

Independent Variable:
1000 Sq. Ft. GFA

Time Period:
Weekday
Peak Hour of Adjacent Street Traffic
One Hour Between 4 and 6 p.m.

Setting/Location:
General Urban/Suburban

Trip Type:
Vehicle

Number of Studies:
7

Avg. 1000 Sq. Ft. GFA:
10

Average Rate:
2.98

Range of Rates:
0.59 - 8.45

Standard Deviation:
3.09

Fitted Curve Equation:
Not Given

R^2:
****

Directional Distribution:
46% entering, 54% exiting

Calculated Trip Ends:
Average Rate: 35 (Total), 16 (Entry), 19 (Exit)

AM Peak (7 AM and 9 AM)

DATA STATISTICS

Land Use:
Hardware/Paint Store (816) Click for Description and Data Plots

Independent Variable:
1000 Sq. Ft. GFA

Time Period:
Weekday
Peak Hour of Adjacent Street Traffic
One Hour Between 7 and 9 a.m.

Setting/Location:
General Urban/Suburban

Trip Type:
Vehicle

Number of Studies:
4

Avg. 1000 Sq. Ft. GFA:
11

Average Rate:
0.92

Range of Rates:
0.46 - 1.66

Standard Deviation:
0.42

Fitted Curve Equation:
T = 0.75(X) + 1.92

R^2:
0.62

Directional Distribution:
54% entering, 46% exiting

Calculated Trip Ends:
Average Rate: 11 (Total), 6 (Entry), 5 (Exit)
Fitted Curve: 11 (Total), 6 (Entry), 5 (Exit)

Weekday Total

DATA STATISTICS

Land Use:
Hardware/Paint Store (816) Click for Description and Data Plots

Independent Variable:
1000 Sq. Ft. GFA

Time Period:
Weekday

Setting/Location:
General Urban/Suburban

Trip Type:
Vehicle

Number of Studies:
4

Avg. 1000 Sq. Ft. GFA:
11

Average Rate:
8.07

Range of Rates:
3.82 - 20.33

Standard Deviation:
5.66

Fitted Curve Equation:
Not Given

R^2:
****

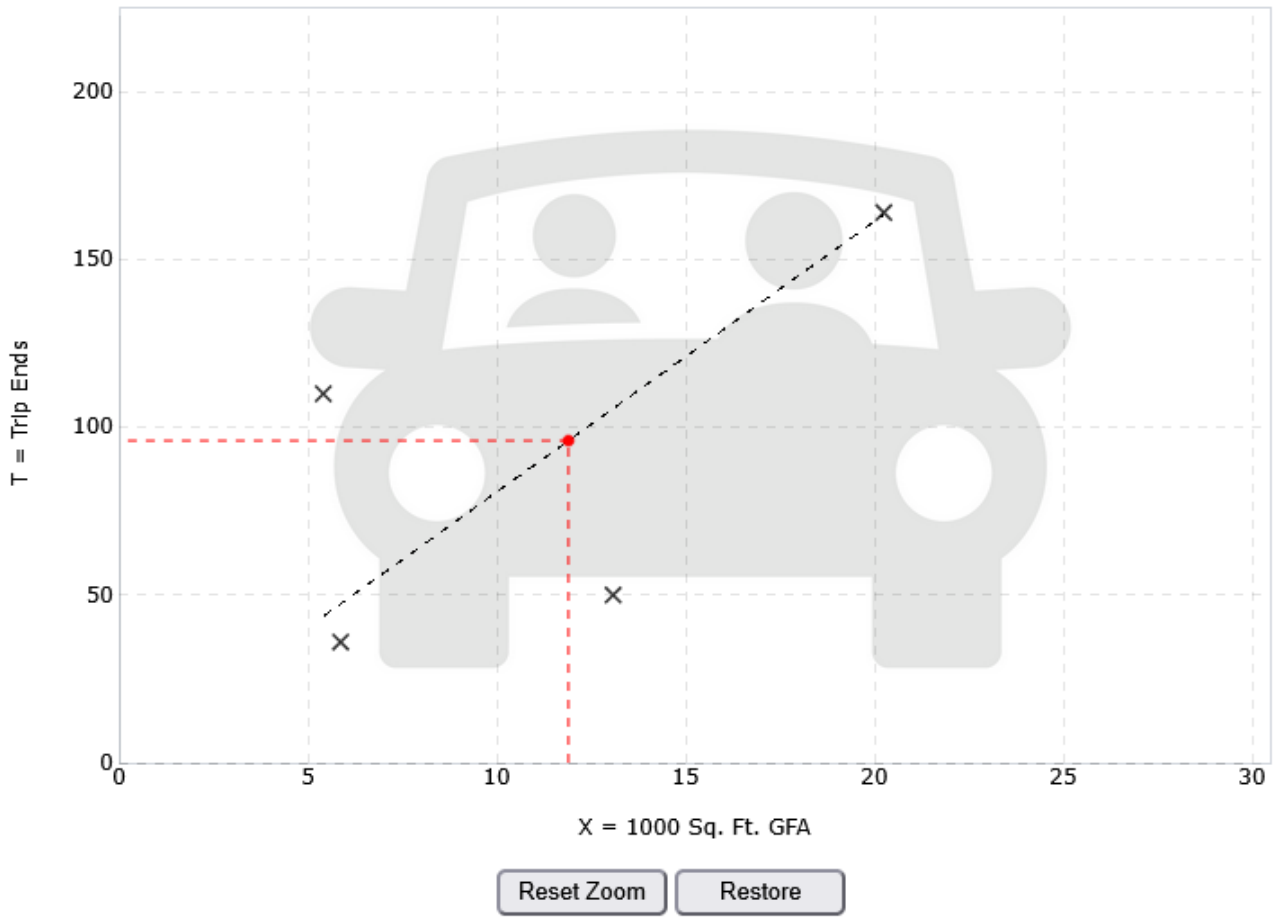
Directional Distribution:
50% entering, 50% exiting

Calculated Trip Ends:
Average Rate: 96 (Total), 48 (Entry), 48 (Exit)

Supplemental Data follow

Data Plot and Equation

Caution – Small Sample Size



CITY OF DELAND
Request for Commission Action
April 20, 2026

SUBJECT: Second 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.

DEPARTMENT: Police

PREPARED BY: Rebecca Ackerman, Project Coord.

ATTACHMENTS: Ordinance 2026-08

APPROVED BY: Michael Pleus, City Manager, April 15, 2026

SUMMARY/HIGHLIGHT:

Current city code prohibits riding bicycles, skateboards and the like on the sidewalks generally in the downtown area. The attached ordinance has been updated since first reading to include a specific map and listing of the road segments adjacent to which bikes, etc. cannot be ridden on the sidwalks. The Police Department has also recommended adding "micromobility devices" to the list of conveyances which are prohibited in this location. Additionally, under the current ordinance a violation is a criminal offense (a misdemeanor punishable by a fine of up to $500 and up to 60 days in jail). The Police Department has recommended that the ordinance be revised to make the first offense a non-criminal offense which carries a $250 fine and that subsequent violations by the same person would then be a criminal violation. The Police Department has also suggested that the City Commission consider adopting an ordinance requiring persons under 18 years of age to wear helmets on e-bikes and micromobility devices.

The attached ordinance provides a new definition for "micromobility devices"; adds micromobility devices to the list of prohibited conveyances on sidewalks downtown; Provides that first offenses carry a $250 fine and that subsequent violations by the same person would then be a criminal violation.

In addition, the attached ordinance also requires persons under 18 years of age to wear helmets on bicycles, e-bikes and micromobility devices. The Police Department did not specifically recommend helmets for bicycle riders, but the City Attorney added this for consistency. The City Commission can choose to adopt the new helmet regulations for all three, or apply it to one, two or none. The new provision is included predominantly for discussion purposes, but if the Commission wants to adopt it they are free to do so, or it can be modified or completely removed for second reading.

First reading of this ordinance was held on March 16, 2026.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Maintaining a Safe Community/High Value Government

SUSTAINABILITY:

Safety and Security

FISCAL IMPACT:

None

RECOMMENDATION:

The police department recommends the Commission approve the changes to Sections 28-9 and 28-10, and also to consider the adoption of the new Section 28-10.1.

BACKGROUND/DISCUSSION:

State law already requires riders of bicycles, e-bikes and micromobility devices who are under 16 years of age to wear helmets. The provisions of the new section 28-10.1 require riders age 17 - 18 to also wear helmets. The state has specifically not preempted cities from adopting more stringent helmet requirements. The Commission can do whatever they wish with this provision, to include adopting it, not adopting it, or adopting in a revised fashion. Any changes can be made between first and second reading at the direction of the City Commission.

Although not directly related to the issues addressed in the attached ordinance, a bill is moving through the Florida Legislature this year which, if adopted, would add a new provision to the current e-bike statute that would address the conflicts between e-bikes and pedestrians both on sidewalks and on multiuse paths. In its current form, the bill provides that:

A person operating an electric bicycle on a shared pathway that is not located adjacent to a roadway, including a shared pathway located in a park or recreational area, shall yield to pedestrians and shall give an audible signal before overtaking and passing a pedestrian;

A person operating an electric bicycle on a sidewalk or any other area designated for pedestrian use may not operate the electric bicycle at a speed greater than 10 miles per hour if a pedestrian is within 50 feet of the electric bicycle; and

A person who fails to comply with these regulations commits a noncriminal traffic infraction, punishable as a nonmoving violation as provided in chapter 318.

ORDINANCE NO. 2026 - 08

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.

WHEREAS, the use of electrified "micromobility devices" such as e-scooters, hoverboards and similar forms of electrified conveyances have become prevalent in the community in recent years; and

WHEREAS, the Code of Ordinances of the City of DeLand (the "Code") currently prohibits the use of bicycles, skateboards and other similar non-motorized devices on sidewalks in certain areas, to include the sidewalks in the core-downtown area, where their use is inconsistent with the width of the sidewalks and volume of pedestrian traffic; and

WHEREAS, the City Commission desires to update the Code to add a definition for the term "micromobility devices" and to include micromobility devices, along with the bicycles, skateboards, etc., in the list of devices that cannot be ridden on sidewalks in certain locations within the City; and

WHEREAS, the penalty for violating the prohibition against riding bikes, skateboards, etc. on downtown sidewalks is currently a criminal violation, and the City Commission finds it appropriate to revise the penalty for such violations so that the first violation of the ordinance is a civil violation with a fine of $250.00 and subsequent violations are criminal offenses; and

WHEREAS, persons under the age of 16 are required by Florida Statute to wear helmets on bicycles, e-bikes and micromobility devices but the City Commission has determined that it is in the best interests of the health, safety and welfare of the members of this community that riders of such devices who are aged 16 and 17 should also be legally required to wear helmets for their own protection.

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

Section 1. Legislative Findings and Intent. The City Commission of the City of DeLand hereby adopts and incorporates into this Ordinance the recitals (whereas clauses) set forth herein as the legislative findings and intent of the City Commission.

Section 2. Amendment to Chapter 28, Article III, Bicycles and Other Wheeled Devices. Section 28-9 of Chapter 28, Article III, "Definition" of the Code of Ordinances of the City of DeLand is hereby amended by adding the underlined language and deleting the ~~strikethrough~~ language, as follows:

Sec. 28-9. - Definitions.

~~For purposes of this article, the term "b~~*Bicycle*~~"~~ shall mean a light vehicle having two wheels, usually tandem, but also including light vehicles having one or three wheels, with tires inflated, having a steering wheel or handle bars, and which is propelled by the feet acting on treadles connected with cranks or levers.

E-bike shall have the same meaning as "ELECTRIC BICYCLE" contained in Section 316.003(23), Fla. Stat. (2025).

Micromobility Device shall mean a small, lightweight, nonhuman-powered conveyance designed for personal transportation, such as e-scooters, hoverboards and other similar devices. For purposes of Chapter 28 of this Code, the term "micromobility device" does not include the human powered conveyances listed in the definition of "MICROMOBILITY DEVICE" in Section 316.003(41), Fla. Stat. (2025) or the term "ELECTRIC BICYCLE" in Section 316.003(23), Fla. Stat. (2025).

Section 3. Amendment to Chapter 28, Article III, Bicycles and Other Wheeled Devices. Section 28-10 of Chapter 28, Article III, "Operation of bicycles or other wheeled devices on streets and sidewalks; penalties" of the Code of Ordinances of the City of DeLand is hereby amended by adding the underlined language and deleting the ~~strikethrough~~ language, as follows:

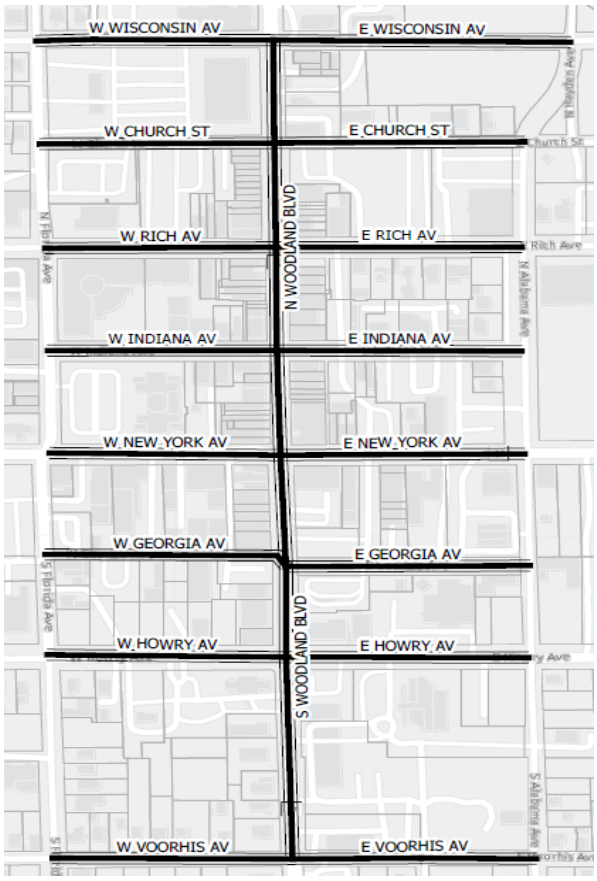
Sec. 28-10. - Operation of bicycles or other wheeled devices on streets and sidewalks; penalties.

(a) It shall be unlawful at any time for any person upon roller skates, inline skates, a micromobility device, an e-bike, a scooter, a skateboard, or riding in or by means of any coaster, toy vehicle or similar device, or riding a bicycle, tricycle, or unicycle, to ride or otherwise operate such vehicle or device upon the sidewalks ~~of the area bearing the downtown commercial land use designation, as defined and set forth in the land development regulations, chapter 33 of this Code.~~adjacent to the following roadway segments:

- Wisconsin Avenue between Alabama Avenue and Florida Avenue
- Church Street between Alabama Avenue and Florida Avenue
- Rich Avenue between Alabama Avenue and Florida Avenue
- Indiana Avenue between Alabama Avenue and Florida Avenue

- New York Avenue between Alabama Avenue and Florida Avenue
- Georgia Avenue between Alabama Avenue and Florida Avenue
- Howry Avenue between Alabama Avenue and Florida Avenue

A map of the above listed roadway segments is shown below:



This section shall not prohibit the use and operation of a wheelchair or walker upon the sidewalks in said area.

(b) ~~Any person found guilty of violating the provisions of this section~~ The first violation of the provisions of this section shall be a non-criminal, civil infraction punishable by a fine of $250.00 plus any applicable court costs. The second and any subsequent violation shall be punished in accordance with section 1-6 of this Code.

Section 4. Amendment to Chapter 28, Article III, Bicycles and Other Wheeled Devices. Chapter 28, Article III, of the Code of Ordinances of the City of DeLand is hereby amended by adding a new Section 28-10.1 requiring the use of helmets by minors, to read, in full, as follows (text of new section is shown in underline format):

Sec. 28-10.1. – Use of helmet required; penalties.

(a) A person operating or riding on a bicycle, e-bike or micromobility device who is over 15 years of age and under 18 years of age must wear a bicycle helmet that is properly fitted and is fastened securely upon the passenger's head by a strap and that meets the federal safety standard for bicycle helmets, final rule, 16 C.F.R. part 1203. [Note that persons under 16 years of age are required to wear helmets on bicycles pursuant to Section 316.2065(3)(d), Fla. Stat. (2025); on e-bikes pursuant to Section 316.20655(1), Fla. Stat. (2025); and on micromobility devices pursuant to Section 316.2128(1), Fla. Stat. (2025)]

(b) A violation of the provisions of this section shall be a non-criminal, civil infraction punishable by a fine of $25.00 plus any applicable court costs.

Section 5. Implementing Administrative Actions; Adoption of Administrative Rules.

(a). The City Manager is hereby authorized and directed to implement the provisions of this Ordinance as may be deemed necessary or appropriate by the City Manager.

(b). The City Manager may delegate responsibilities arising under this Ordinance to such City employees as deemed appropriate and necessary.

Section 6. Conflicts; Repealer. All Ordinances or parts of Ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed.

Section 7. Severability. If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

Section 8. Codification; Direction to Code Codifier and City Staff; Correction of Scrivener's Errors.

(a). The provisions of Section 2 through 4 of this Ordinance shall become and be made a part of the *Code of Ordinances of the City of DeLand* and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that the text of Section 1 and Sections 5 through 9 shall not be codified.

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

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

Section 7. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 20th day of April 2026.

_____
Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

_____
Dale Arrington
Interim City Clerk

Passed on first reading: March 16, 2026
Adopted on second reading: April 20, 2026

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

CITY OF DELAND
Request for Commission Action
April 20, 2026

SUBJECT: Second Reading of Ordinance Amending Section 30-7(f) of the Code of Ordinances.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Ordinance 2026-10

APPROVED BY: Michael Pleus, City Manager, April 14, 2026

SUMMARY/HIGHLIGHT:

On July 14, 1994, the City entered into an interlocal agreement with Volusia County related to the City's provision of potable water, reclaimed water and wastewater utility services outside the corporate limits of the City. This agreement is generally referred to as the Utility Service Agreement. That agreement was amended on November 7, 2022, for the purpose of, amongst many other items, adjusting the areas of unincorporated Volusia County in which the City will provide utility services. Section 30-7(f) of the Code of Ordinances of the City of DeLand contains a reference to the Utility Service Agreement which specifically references its original execution date and it is necessary to amend said provision of the Code of Ordinances to include a reference to the 2022 amendment. This ordinance accomplishes that amendment.

First reading of this ordinance was approved by City Commission on March 16, 2026.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None

RECOMMENDATION:

Approve the attached ordinance on second reading.

BACKGROUND/DISCUSSION:

There is no specific issue which precipitated this ordinance at this time and this is simply a matter of "housekeeping."

ORDINANCE NO. 2026 - 10

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.

WHEREAS, on July 14, 1994, the City of DeLand and Volusia County entered into an interlocal agreement related to the City's provision of potable water, reclaimed water and wastewater utility services outside the corporate limits of the City (the "Utility Service Agreement"); and

WHEREAS, one of the elements of the Utility Service Agreement is defining the areas of unincorporated Volusia County in which the City will provide utility services; and

WHEREAS, on November 7, 2022, the City and County entered into an Amendment to the Utility Service Agreement and, amongst other things, the City and County adjusted the areas of unincorporated Volusia County in which the City will provide utility services; and

WHEREAS, Section 30-7(f) of the Code of Ordinances of the City of DeLand contains a reference to the Utility Service Agreement which specifically references its original execution date and it is necessary to amend said provision of the Code of Ordinances to include a reference to the 2022 amendment.

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

Section 1. Legislative Findings and Intent. The City Commission of the City of DeLand hereby adopts and incorporates into this Ordinance the recitals (whereas clauses) set forth herein as the legislative findings and intent of the City Commission.

Section 2. Revision to Code. Section 30.7 of Chapter 30 "Utilities" of the Code of Ordinances of the City of DeLand is hereby amended by adding the <u>underlined</u>, as follows:

Section 30-7 *Water and sewer service availability; requirement for connection and annexation.*

(a) To the fullest extent permitted by law, all buildings and structures which are located or constructed on property in the DeLand water and wastewater service area and which are adjacent to a public right-of-way or easement that has a water main or gravity sanitary sewer located in it, are hereby required, except as provided in paragraph (b) and (c), to connect with and use the services and facilities of the City of DeLand water and wastewater systems in order to preserve the health, safety and welfare of the citizens and inhabitants of the DeLand water and wastewater service area.

(b) A water main or gravity sanitary sewer is considered adjacent or available to a property when it is located anywhere in a public right-of-way or easement adjoining the property. A water main or gravity sanitary sewer will not be considered available in a state road right-of-way unless it is located on the same side of the paved roadway as the property to be served.

(c) If a water main is adjacent or available to a property, and a building or structure located on the property is connected to an individual well, then that building or structure will be required to be connected to the City of DeLand's water system when the well system fails, becomes contaminated or experiences a dry well condition or a permit is requested from the Volusia County Health Department or other appropriate authority for a replacement well. If a gravity sanitary sewer is adjacent or available to a property, and a building or structure located on that property is connected to a septic tank system, then that building or structure will be required to be connected to the City of DeLand's wastewater system when the septic tank fails or a permit is requested from the Volusia County Health Department or other appropriate authority for a septic tank or drainfield replacement.

(d) No person, firm, corporation or association shall be provided water or wastewater service by the city unless the property to be served is within city limits or the owner has petitioned for annexation or executed a covenant to support annexation and has paid a fee to be determined by the finance department sufficient to defray all costs of advertising the annexation ordinance and recording the covenant. The covenant to support annexation shall be recorded in the public records and shall be binding on the property owner and his heirs, successors and assigns. No such property shall be annexed unless it is contiguous to city limits. The city commission at all times retains the discretion to reject any annexation petition. The rejection of any petition shall not prevent the petition from being accepted at a later date.

(e) Prior to conveyance of any lot within a proposed development outside the city limits the developer shall execute and record in the public records a statement and covenants and restrictions regarding utility service on the property, including the fact that a covenant to support annexation running with the land has been recorded.

(f) Notwithstanding the provisions of this section, the City of DeLand shall provide potable water and wastewater service to that area described in that certain utility service agreement by and between Volusia County, Florida and the City of DeLand, dated July 14, 1994, as amended on November 7, 2022, in accordance with the provisions of that agreement and this Code.

Section 3. Implementing Administrative Actions; Adoption of Administrative Rules.

(a). The City Manager is hereby authorized and directed to implement the provisions of this Ordinance as may be deemed necessary or appropriate by the City Manager.

(b). The City Manager may delegate responsibilities arising under this Ordinance to such City employees as deemed appropriate and necessary.

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

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

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

(a). The provisions of Section 2 of this Ordinance shall become and be made a part of the *Code of Ordinances of the City of DeLand* and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that the text of Section 1 and Sections 3 through 7 shall not be codified.

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

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

Section 7. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this __ day of March, 2026.

_____
Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

_____
Dale Arrington
Interim City Clerk

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

CITY OF DELAND
Request for Commission Action
April 20, 2026

SUBJECT: First Reading of Ordinance Changing the Zoning for ±23.33 Acres of Property, Located at the Northeast Corner of International Speedway Blvd. and N. Spring Garden Ave., from VC R-3C (Single Family), to BR (Business Retail).

DEPARTMENT: Planning

PREPARED BY: Kendall Story, Senior Planner

ATTACHMENTS: Ordinance, Ordinance Exhibit A - Legal Description, Z25-169 Staff Report, Z25-169 Survey, Z25-169 Zoning, Z25-169 Aerial, Citizen Letter of Opposition

APPROVED BY: Michael Pleus, City Manager, April 15, 2026

SUMMARY/HIGHLIGHT:

The subject property is ± 23.33 acres, vacant, and undeveloped. The current zoning is Volusia County R-3C (Urban Single-family), which allows for single-family residential homes on a minimum of 10,000 SF lots. The applicant is requesting to rezone the property to BR (Business Retail) which allows for uses such as professional offices, personal services, hotels and convenience stores with gas pumps.

School concurrency review is not required, as the BR zoning district does not allow residential uses.

A traffic Impact Analysis or memo will be required at the time of site plan or subdivision. If the development is projected to create more than 1,000 ADT per day, a full traffic study will be required.

Stormwater retention will be designed at the time of site plan or subdivision plat. The stormwater system will be designed to meet all required governmental regulations, and it shall be designed to accommodate a 100-year, 24-hour storm event which will be retained on site.

At the March 11, 2026 Planning Board hearing, members of the public spoke against the rezoning request with concerns about the environmental impact and availability of vacant commercial spaces for redevelopment in the area. The Planning Board voted 5-2 to approve the request.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Smart Growth Principles

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Development of this property will increase funds towards City services.

RECOMMENDATION:

Staff recommends that the City Commission approve the requested rezoning, on first reading.

BACKGROUND/DISCUSSION:

The subject property currently has a Business Retail (BR) Future Land Use designation. The only zoning districts permitted are the BR (Business Retail) zoning district and PD (Planned Development).

ORDINANCE NO. 2026 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM VOLUSIA COUNTY'S R-3C (URBAN SINGLE-FAMLY) TO CITY OF DELAND'S BR, BUSINESS RETAIL ON PROPERTY LOCATED AT THE NORTHEAST CORNER OF INTERNATIONAL SPEEDWAY BOULEVARD AND NORTH SPRING GARDEN AVENUE; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; CONDITIONING FINAL DEVELOPMENT ORDERS ON A DETERMINATION OF CAPACITY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the property located at the northeast corner of International Speedway Boulevard and North Spring Garden Avenue and more particularly described in the attached Exhibit "A", is currently zoned as R-3C, Urban Single-family, pursuant to Volusia County's Zoning Ordinances; and

WHEREAS, the property currently has a Land Use Designation of Business Retail pursuant to the City of DeLand's Land Use Plan; and

WHEREAS, a proper and complete application has been received requesting that the zoning be changed to City of DeLand's BR, Business Retail; and

WHEREAS, the BR, Business Retail zoning designation is consistent with the Comprehensive Plan of the City of DeLand.

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

Section 1. The City Commission has held a public hearing on the application for a change of zoning from Volusia County's R-3C, Urban Single-family to City of DeLand's BR, Business Retail zoning designation, on the following described property:

See legal description attached hereto as Exhibit "A"

Tax Parcel Identification Nos. 700500000160 & 700500000430

Section 2. The City Commission hereby finds that the City of DeLand's BR, Business Retail zoning designation is consistent with the property's BR, Business Retail future land use designation.

Section 3. Pursuant to the determination made at public hearing, the City Commission hereby amends the Comprehensive Zoning Map of the City of DeLand and changes the zoning from Volusia County's R-3C, Urban Single-family to City of DeLand's BR, Business Retail, zoning designation on the parcels described in Section 1.

Section 4. The Planning Director is hereby directed to change the Comprehensive Zoning Map of the City of DeLand to conform with the change of zoning enacted in this Ordinance.

Section 5. No rights to obtain final development orders nor any rights to develop the property have been granted or implied by this Ordinance. Final development orders for the

property including, but not limited to building permits and site plan approval shall be subject to a determination of capacity.

Section 6. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 7. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this ___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: (FURNISHED)

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, LYING NORTH OF INTERNATIONAL SPEEDWAY BOULEVARD (C.R. 92), EXCEPT THE NORTH 280 FEET OF THE WEST 300 FEET THEREOF AND EXCEPT RIGHT-OF-WAY FOR STATE ROAD 15-A; SUBJECT TO RIGHT-OF-WAY FOR GREENS DAIRY ROAD, AND EXCEPT THAT PART DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 5; THENCE RUN SOUTH 01°40'52" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 5 AND THE CENTERLINE OF STATE ROAD NO. 15 A (SPRING GARDEN AVENUE) AS DEPICTED ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR STATE ROAD 15 A, SECTION 79160-2511, FOR A DISTANCE OF 850.31 FEET; THENCE DEPARTING SAID CENTERLINE, NORTH 88°50'59" EAST FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°40'52" WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 15A FOR A DISTANCE OF 213.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 88°50'59" EAST FOR A DISTANCE OF 282.00 FEET; THENCE SOUTH 01°40'52" EAST FOR A DISTANCE OF 213.00 FEET; THENCE SOUTH 88°50'59" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF US HIGHWAY NO. 92 (INTERNATIONAL SPEEDWAY BOULEVARD - 200 FOOT RIGHT-OF-WAY) FOR A DISTANCE OF 282.00 FEET TO THE POINT OF BEGINNING.

AND EXCEPT THAT PART DESCRIBED AS FOLLOWS:

COMMENCE AT A RAILROAD SPIKE, WITHOUT IDENTIFICATION, MARKING THE NORTH QUARTER (1/4) CORNER OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 88°41'44" WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION 5 A DISTANCE OF 2656.35 FEET TO A RAILROAD SPIKE, WITHOUT IDENTIFICATION, MARKING THE NORTHWEST CORNER OF SAID SECTION 5, BEING A POINT ON THE CENTERLINE OF SURVEY OF STATE ROAD 15-A, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, FINANCIAL PROJECT NUMBER 240856 1, SECTION 79160-2512; THENCE SOUTH 01°33'53" EAST, ALONG THE CENTERLINE OF SURVEY FOR SAID STATE ROAD 15-A AND THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 618.11 FEET; THENCE DEPARTING SAID CENTERLINE AND WEST LINE OF SECTION 5, NORTH 88°26'07" EAST 50.00 FEET TO THE EASTERLY EXISTING RIGHT-OF-WAY LINE OF SAID STATE ROAD 15-A AND THE POINT OF BEGINNING, THENCE CONTINUE NORTH 88°26107" EAST ALONG SAID EASTERLY EXISTING RIGHT-OF-WAY LINE 8.00 FEET; THENCE NORTH 01°33'53" WEST PARALLEL WITH SAID CENTERLINE OF SURVEY, 337.84 FEET TO THE SOUTH LINE OF THE SOUTH 125.00 FEET OF THE NORTH 280.00 FEET OF SAID SECTION 5; THENCE ALONG SAID SOUTH LINE SOUTH 88°41'44" WEST 8.00 FEET TO THE EASTERLY EXISTING RIGHT-OF-WAY LINE OF SAID STATE ROAD 15-A; THENCE SOUTH 01°33'53" EAST, ALONG THE SAID EASTERLY EXISTING RIGHT-OF-WAY LINE OF STATE ROAD 15-A, A DISTANCE OF 337.88 FEET TO THE POINT OF BEGINNING.
AND (OR 8279 PG 2131)
A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 5; THENCE RUN SOUTH 01° 40' 52" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 5 AND THE CENTERLINE OF STATE ROAD NO. 15A (SPRING GARDEN AVENUE) AS DEPICTED ON THE FLORIDA DEPARTMENT RIGHT OF WAY MAP FOR STATE ROAD 15A, SECTION 79160-2511, FOR A DISTANCE OF 850.31 FEET; THENCE DEPARTING SAID CENTERLINE, NORTH 88° 50' 59" EAST FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01° 40' 52" WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 15A FOR A DISTANCE OF 213.00 FEET; THENCE DEPARTING SAID RIGHT OF WAY, NORTH 88° 50' 59" EAST FOR A DISTANCE OF 282.00 FEET; THENCE SOUTH 01° 40' 52" EAST FOR A DISTANCE OF 213.00 FEET; THENCE SOUTH 88° 50' 59" WEST ALONG THE NORTH RIGHT OF WAY LINE OF US HIGHWAY NO. 92 INTERNATIONAL SPEEDWAY BOULEVARD — 200-FOOT RIGHT OF WAY) FOR A DISTANCE OF 282.00 FEET TO THE POINT OF BEGINNING.

PLANNING DIVISION STAFF REPORT
TO
THE CITY OF DELAND PLANNING BOARD

March 11, 2026

A. APPLICATION NO.: Z25-169 Spring Garden ISB Rezone
APPLICANT: Mr. Sean Fortier, P.E., KCG Corp
OWNER: I-4 Howland Investments, LLC
STAFF PLANNER: Kendall Story, Senior Planner
REQUEST: Request for a rezone from VC R-3C (urban single-family residential) to City of DeLand BR (Business Retail)

B. APPLICABLE REGULATIONS:

Article XII **ADMINISTRATION AND ENFORCEMENT**
Sec. 33-135 – Procedure for text amendments & rezoning.

C. SITE FACTORS:
PARCEL NUMBER: 700500000160; 700500000430
LOCATION: Northeast corner of ISB & N. Spring Garden Ave.
SIZE OF PROPERTY: ±23.33 acres

D. LAND USE DESIGNATION & ZONING OF SUBJECT PROPERTY:
Future Land Use: BR (Business Retail)
Existing Zoning: VC R-3C
Existing Use: agriculture

E. SURROUNDING LAND USE & ZONING:

	LAND USE	ZONING
North:	VC ULI (Urban Low Intensity)	VC R-3A (Urban Single-family)
South:	BR (Business Retail)	Miller PD (Planned Development)
East:	BR (Business Retail)	Garden Crossings PD (Planned Development)
West:	VC ULI (Urban Low Intensity)	R-3C (Urban Single-family)

F. BACKGROUND: The subject property is ± 23.33 acres, vacant, undeveloped with agricultural uses. The current zoning is Volusia County R-3C (Urban Single-family), which allows for single-family residential homes on a minimum of 10,000 SF lots. The applicant is requesting to rezone the property to BR (Business Retail) which allows for uses such as professional offices, personal services, hotels and convenience stores with gas pumps.

G. ANALYSIS: Under the future land use designation of BR (Business Retail), the only zoning districts permitted are the BR (Business Retail) zoning district and PD (Planned Development. The applicant has not provided any conceptual plans at this time, however, the uses permitted under the BR zone district include uses such as professional offices, personal services, hotels, and convenience stores with gas pumps.

Any future development will be subject to site plan and subdivision review and approval. Florida-friendly plantings and components of LID (Low Impact Development) design will be required. All of the city's Land Development Regulations will be applied, as well as International Dark Sky standards, designed to reduce light pollution by restricting upward-directed light and avoiding glare.

A preconstruction meeting is required prior to any horizontal site work. Building permits will be required for all vertical development.

Below is a table that compares the development standards of the existing zoning district (VC R-3C), compared to the proposed zoning district (BR).

SITE DATA	VC R-3C (URBBAN SINGLE-FAMILY)	BR (BUSINESS RETAIL)
Unit count (max)	101	N/A
Density	4.36 DU/ACRE	N/A
Intensity	35,500 sq. ft.	71,100 sq ft.
Maximum Height	35 ft.	80 ft.
Lot Width	85 ft.	75 ft.
Maximum impervious	35 %	70%
Minimum lot area	10,000 sq. ft.	9,000 sq. ft.
Setbacks	Front: 30 ft. Rear: 20 ft. Side yard: 8 ft.	Front: 20 ft. Rear: 10'/25' abutting res. Side yard: 10'/25' abutting res.

Below is a table that compares the permitted uses of the existing zoning district (VC R-3C), compared to the proposed zoning district (BR).

ZONING DISTRICT	PERMITTED USES
VC R-3C (RESIDENTIAL)	Single-family residential homes; houses of worship; schools; parks; public facilities such as police and fire stations.
BR (BUSINESS RETAIL)	Grocery stores; convenience stores with or without gas pumps; medical and professional offices; pharmacies; hospitality and personal service uses

School Concurrency: School concurrency is not required, as the BR zoning district does not allow residential uses.

Traffic Analysis: A Traffic Impact Analysis or memo will be required at the time of site plan or subdivision. If development is projected to create more than 1,000 ADT per day, a full traffic study will be required.

Stormwater: Stormwater retention will be designed at the time of site plan or subdivision plat. The stormwater system will be designed to meet all required governmental regulations, and that it shall be designed to accommodate a 100-year, 24-hour storm event which will be retained on site.

Section 33-135 of the Land Development Regulations provides the following criteria, which the City Commission shall utilize in reviewing any rezoning request:

1. **Is the proposed rezoning consistent with the Comprehensive Land Use Plan, the land use, zoning pattern and character of the surrounding area?**
   The proposed zoning classification of BR (Business Retail) is consistent with the Comprehensive Plan with a future land use designation of BR (Business Retail) and the

nearby zoning pattern, which is a mixture of residential and commercial uses on International Speedway Blvd. & Spring Garden. However, the BR zoning district allows for a maximum height of 80', which is not in line with all of the surrounding area, but is similar to the approved Gardens Crossings PD to the east, which allows a maximum height of 60'.

2. **Will the proposed rezoning have an impact upon the environment or natural resources?**
   The subject property is currently undeveloped and being used for grazing land. It is over 5 acres and therefore will require an environmental study at the time of site plan, as well as a tree survey. The code requires a minimum of 15% tree protection area, which will also be reviewed once a site plan is submitted.
3. **Will the proposed rezoning have an impact upon the economy of the affected area?**
   Development on the subject property could have a positive impact on the city and surrounding area by providing commercial and retail uses to the immediate area.
4. **Will the proposed rezoning have an impact upon governmental services?**

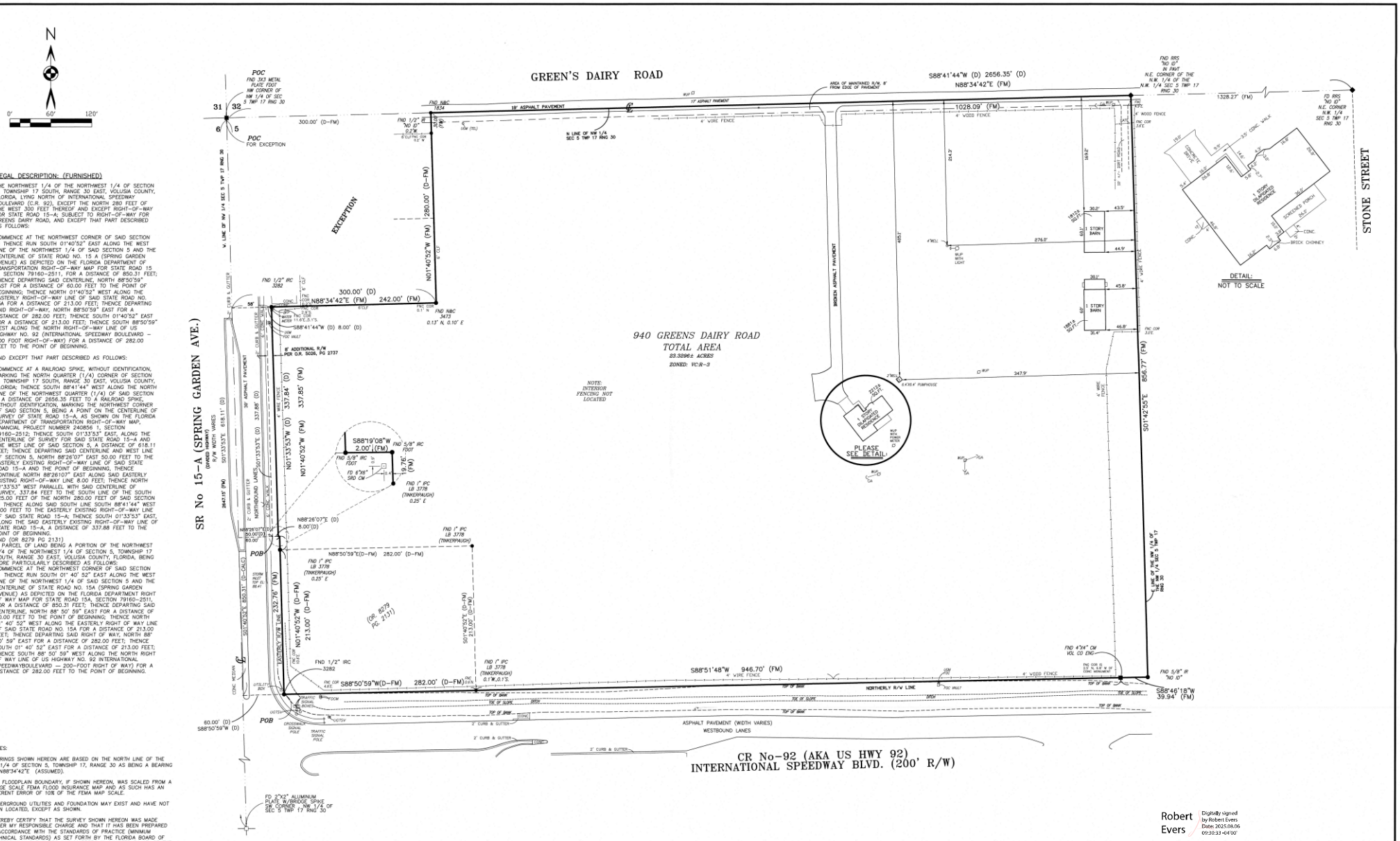
   Governmental services such as potable water, reclaimed water, sewer, code enforcement, police, and fire will be provided by the city. At the time of site plan or subdivision plat, the Technical Review Committee (TRC) will verify that there is adequate infrastructure and facilities to service the development.
5. **Are there changes in the circumstances or conditions affecting the area since the original assignment of zoning that will support the proposed zoning?**

   There have not been any significant changes in the area surrounding the subject property. The immediate area is typified by low intensity commercial uses, with single-family neighborhoods being found nearby. The conceptual plan for the Garden Crossings PD (east of subject property) shows anticipation for a future connection between the properties to allow for easier cross access.
6. **Was there a mistake in the original classification?**
   When the subject property was annexed into the city on July 26, 2006, it maintained its original county zoning. Although there was no mistake in its zoning classification, the property is required to establish city zoning prior to development.
7. **Will the proposed rezoning have any effect upon the use or value of the affected area?**
   The proposed rezoning should have a positive impact upon the surrounding area, as the infusion of new commercial uses will service the homes in the nearby neighborhoods and may raise overall values. It should be noted that the maximum 80-ft height allowance in the BR zoning district will be inconsistent with the surrounding zoning allowances of 35-ft on the north side, 60-ft on the east side, 35-ft on the south side, and 35-ft on the west side.
8. **Will the proposed rezoning have an impact upon public health, safety and welfare?**

   There is no indication at this time that the BR zoning district will create negative impacts upon public health, safety or welfare, as public services must be available to the subject property for any future development. The rezoning would be consistent and compatible with the uses of the surrounding area, including those of the property to the east known as the Garden Crossings PD, which allows for uses that mirror those of the BR zoning district.

H. **NEXT STEPS:** The request for a rezoning will go before the City Commission on April 20, 2026, for first reading and is anticipated to go before City Commission for second reading in May of 2026.

I. **STAFF RECOMMENDATION**: Staff recommends that the Planning Board forward the application to the City Commission with a recommendation of approval for the request to rezone the subject property from Volusia County R-3C (Urban Single-family), to BR (Business Retail).



LEGAL DESCRIPTION: (FURNISHED)

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, LYING NORTH OF INTERNATIONAL SPEEDWAY BOULEVARD (C.R. 92), EXCEPT THE NORTH 280 FEET OF THE WEST 300 FEET THEREOF AND EXCEPT RIGHT-OF-WAY FOR A STATE ROAD 15-A; SUBJECT TO RIGHT-OF-WAY FOR GREENS DAIRY ROAD, AND EXCEPT THAT PART DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 5; THENCE RUN SOUTH 01°40'52" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 5 AND THE CENTERLINE OF STATE ROAD NO. 15 A (SPRING GARDEN AVENUE) AS DEPICTED ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR STATE ROAD 15 A, SECTION 79160-2511, FOR A DISTANCE OF 850.31 FEET; THENCE DEPARTING SAID CENTERLINE, NORTH 88°50'59" EAST FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°40'52" WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 15A FOR A DISTANCE OF 213.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 88°50'59" EAST FOR A DISTANCE OF 282.00 FEET; THENCE SOUTH 01°40'52" EAST FOR A DISTANCE OF 213.00 FEET; THENCE SOUTH 88°50'59" WEST ALONG THE NORTH RIGHT OF WAY LINE OF US HIGHWAY NO. 92 (INTERNATIONAL SPEEDWAY BOULEVARD – 200-FOOT RIGHT-OF-WAY) FOR A DISTANCE OF 282.00 FEET TO THE POINT OF BEGINNING.

AND EXCEPT THAT PART DESCRIBED AS FOLLOWS:

COMMENCE AT A RAILROAD SPIKE, WITHOUT IDENTIFICATION, MARKING THE NORTH QUARTER (1/4) CORNER OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 88°41'44" WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION 5 A DISTANCE OF 2656.35 FEET TO A RAILROAD SPIKE, WITHOUT IDENTIFICATION, MARKING THE NORTHWEST CORNER OF SAID SECTION 5, BEING A POINT ON THE CENTERLINE OF SURVEY OF STATE ROAD 15-A, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, FINANCIAL PROJECT NUMBER 240856 1, SECTION 79160-2512; THENCE SOUTH 01°33'53" EAST, ALONG THE CENTERLINE OF SURVEY FOR SAID STATE ROAD 15-A AND THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 618.11 FEET; THENCE DEPARTING SAID CENTERLINE AND WEST LINE OF SECTION 5, NORTH 88°26'07" EAST 50.00 FEET TO THE EASTERLY EXISTING RIGHT-OF-WAY LINE OF SAID STATE ROAD 15-A AND THE POINT OF BEGINNING, THENCE CONTINUE NORTH 88°26'07" EAST ALONG SAID EASTERLY EXISTING RIGHT-OF-WAY LINE 8.00 FEET; THENCE NORTH 01°33'53" WEST PARALLEL WITH SAID CENTERLINE OF SURVEY, 337.84 FEET TO THE SOUTH LINE OF THE SOUTH 125.00 FEET OF THE NORTH 280.00 FEET OF SAID SECTION 5; THENCE ALONG SAID SOUTH LINE SOUTH 88°41'44" WEST 8.00 FEET TO THE EASTERLY EXISTING RIGHT-OF-WAY LINE OF SAID STATE ROAD 15-A; THENCE SOUTH 01°33'53" EAST, ALONG THE SAID EASTERLY EXISTING RIGHT-OF-WAY LINE OF STATE ROAD 15-A, A DISTANCE OF 337.88 FEET TO THE POINT OF BEGINNING.
AND (OR 8279 PG 2131)
A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 5; THENCE RUN SOUTH 01° 40' 52" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 5 AND THE CENTERLINE OF STATE ROAD NO. 15A (SPRING GARDEN AVENUE) AS DEPICTED ON THE FLORIDA DEPARTMENT RIGHT OF WAY MAP FOR STATE ROAD 15A, SECTION 79160-2511, FOR A DISTANCE OF 850.31 FEET; THENCE DEPARTING SAID CENTERLINE, NORTH 88° 50' 59" EAST FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01° 40' 52" WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 15A FOR A DISTANCE OF 213.00 FEET; THENCE DEPARTING SAID RIGHT OF WAY, NORTH 88° 50' 59" EAST FOR A DISTANCE OF 282.00 FEET; THENCE SOUTH 01° 40' 52" EAST FOR A DISTANCE OF 213.00 FEET; THENCE SOUTH 88° 50' 59" WEST ALONG THE NORTH RIGHT OF WAY LINE OF US HIGHWAY NO. 92 INTERNATIONAL SPEEDWAYBOULEVARD — 200-FOOT RIGHT OF WAY) FOR A DISTANCE OF 282.00 FEET TO THE POINT OF BEGINNING.

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NW 1/4 OF SECTION 5, TOWNSHIP 17, RANGE 30 AS BEING A BEARING OF N88°34'42"E (ASSUMED).

THE FLOODPLAIN BOUNDARY, IF SHOWN HEREON, WAS SCALED FROM A LARGE SCALE FEMA FLOOD INSURANCE MAP AND AS SUCH HAS AN INHERENT ERROR OF 10% OF THE FEMA MAP SCALE.

UNDERGROUND UTILITIES AND FOUNDATION MAY EXIST AND HAVE NOT BEEN LOCATED, EXCEPT AS SHOWN.

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND THAT IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE (MINIMUM TECHNICAL STANDARDS) AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, OF THE FLORIDA ADMINISTRATIVE CODE, SECTION 472.027, FLORIDA STATUTES.

ABBREVIATIONS

A=Arc Length	CONC=Concrete	F/W=Field Wire Fence	N&C=Nail & Cap	POT=Point of Terminus	SB=Tangent Bearing	
AC=Acres	CORN=Corner	NO ID=No Identification	PRC=Point of Reverse Curve	TEL or T=Telephone Service		
A/C=A/C Conditioning Unit	CUP=Concrete Utility Pole	OR=Official Records Book	PRM=Permanent Reference Mon.	TWP=Township		
AS(BF)=Aug(ust)	D(R)=Deed call	OL=Government Land Office	PT=Point of Tangency	U/G=Underground		
BFP=Back Flow Preventer	DRN=Drainage Retention Area	PB=Plat Book	PVC=Poly Vinyl Chloride	UNP=Unnoncorded Plat		
BLDG=Building	ELEV=Elevation	PI=Point of Intersection	PVM=Pavement	WD=Wood		
BR=Bearing	E(R)=Easterly	PK=Parker Kalon Nail	R=Radius or Radial Line	WDF=Wood Fence		
BM=Benchmark	ESMT=Easement	PVC=Polyvinyl Chloride Conc. Pipe	R/W=Right-of-Way	WPF=Wood Privacy Fence		
C(AL)=Computed Data	FND=Found	PC=Point of Curvature	RCP=Reinforced Concrete Pipe	WM=Water Meter		
CATV=Cable TV Service	FOC=Fiber Optic Cable	PG=Page	REC=Recovered	W/M=Water Main		
C/B=Catch Basin	FFE FL=Finish Floor Elev	L=Arc Length	PI=Point of Intersection	RNG=Range	WSL=Water Service Line	
CB=Chord Bearing	FH=Fire Hydrant	LB=Licensed Business	POB=Point of Beginning	RR(S)=Railroad Spike	W/V=With	
CH=Chord Distance	F(M)=Field Measured	LS=Registered Land Surveyor	POC=Point of Commencement	R/W=Right of Way	WC=Witness Corner	
CLF=Chain Link Fence	FND=Found	MB=Map Book	POC=Point on the Curve	SEC=Section	WUP=Wood Utility Pole	
CM=Concrete Monument	FW=Frame Construction	MON=Monument	POL=Point on Line	SANN=Sanitary Sewer		
CMP=Corrugated Metal Pipe				SD=Storm Sewer		
				T=Tangent		

NOTE:
This Plat of Survey is certified to and prepared for the sole and exclusive benefit of the entities and or individuals shown hereon, valid on the most current date shown hereon, and shall not be relied upon by any other entity or individual whomsoever.

This Survey / Sketch has been prepared without benefit of abstract or title search unless otherwise noted hereon.

There may be additional restrictions and/or other matters of record not shown on this Survey / Sketch that may be found in the Public Records of the county or contained within the Title Commitment.

FLOOD CERTIFICATION:
(Per map dated 02/19/2014)
This is to certify that I have consulted the Federal Insurance Flood Hazard Boundary Map and found the ABOVE named Property IS NOT located in a special flood hazard area, according to Community Panel Map No. 12127C-0465-H Map Panel 465 of 930, Zone "X".

BOUNDARY SURVEY CERTIFIED TO:

LONGBRANCH INVESTORS, LLC.

BLACKWELL & ASSOCIATES LAND SURVEYORS, INC
WWW.BLACKWELLSURVEYING.COM
995 W. VOLUSIA AVE. * DELAND, FL. * PH: (386)-734-8050
CERTIFICATE OF AUTHORIZATION NUMBER LB 2791

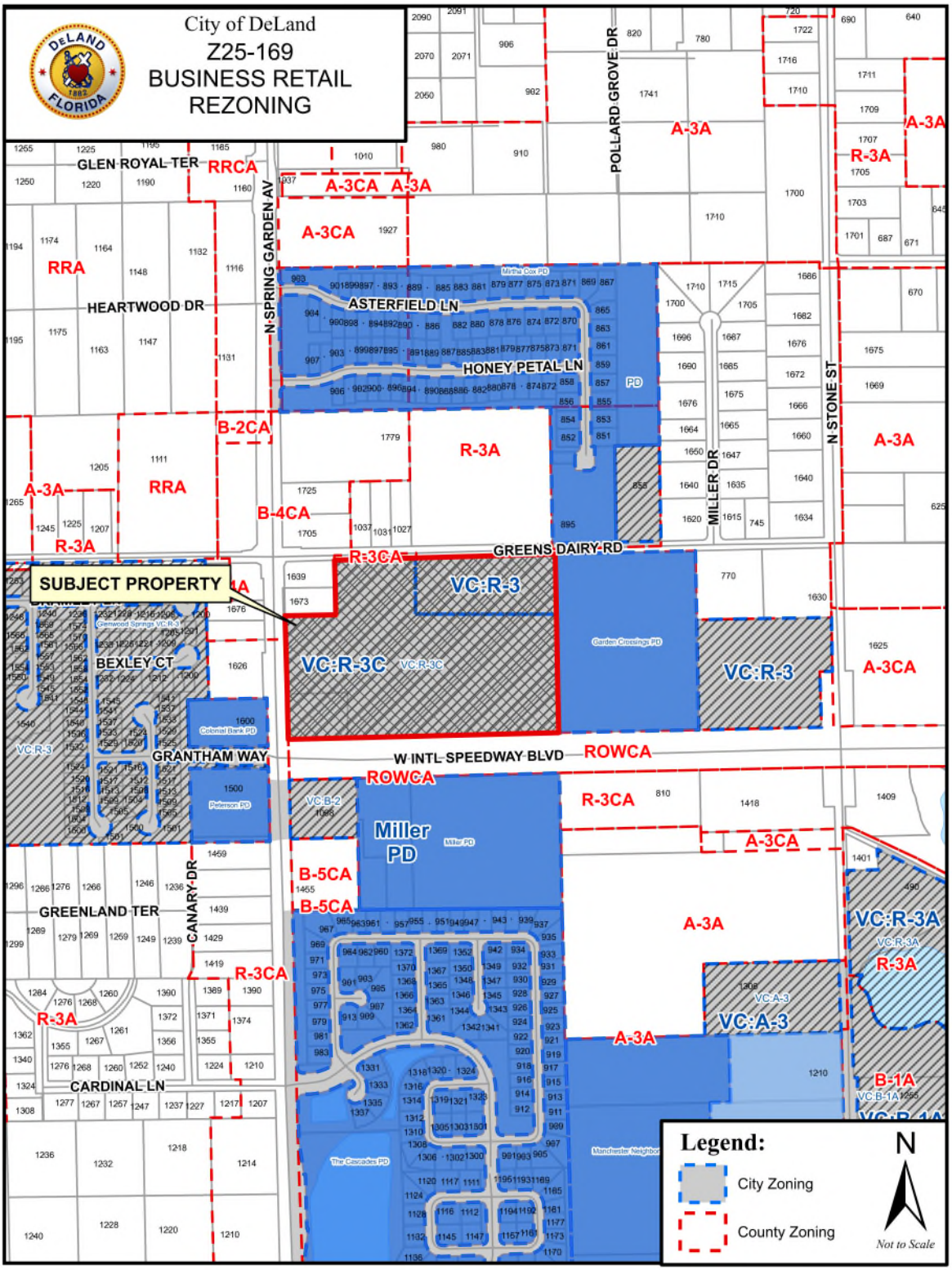
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

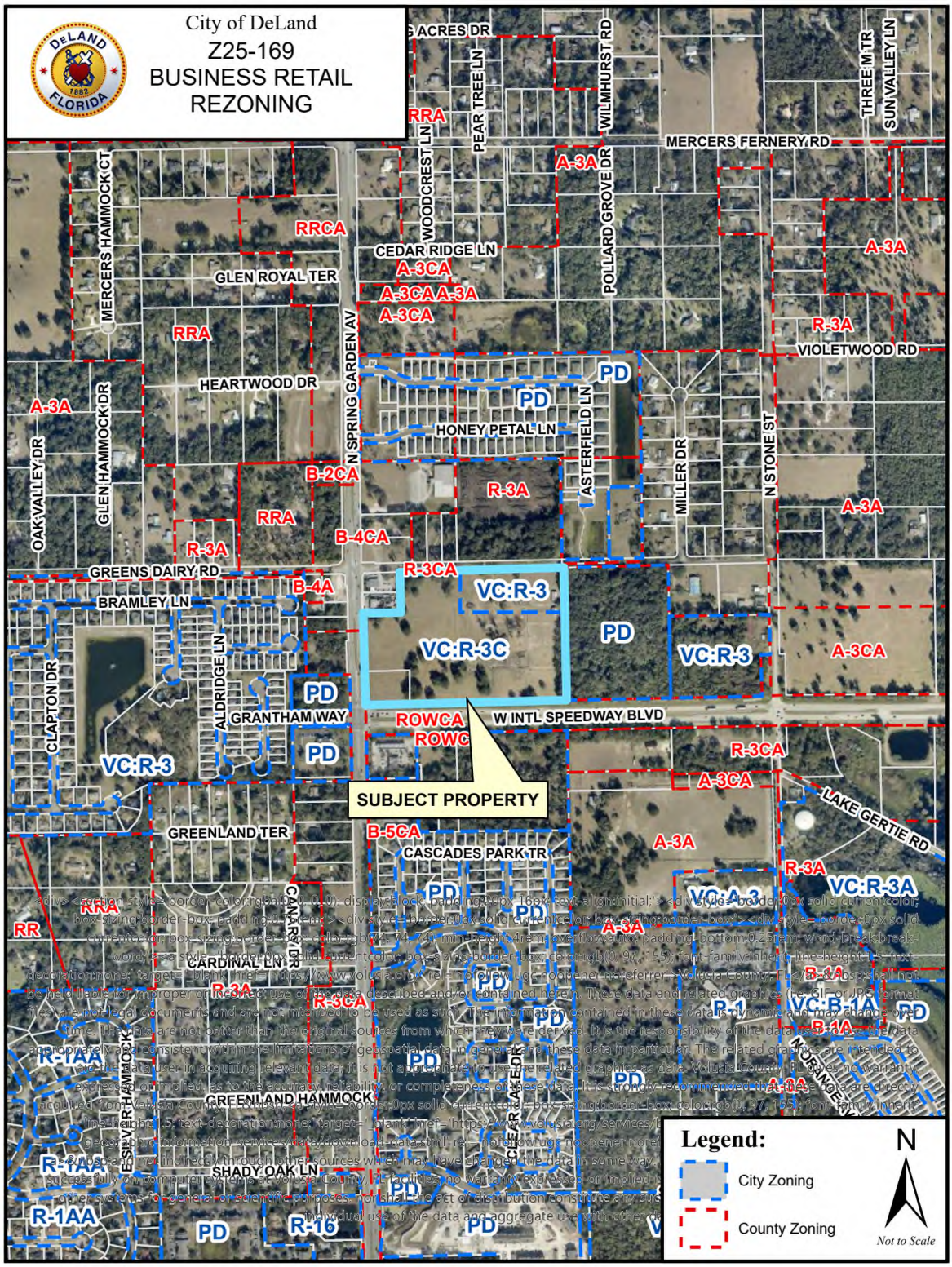
BLACKWELL & ASSOCIATES LAND SURVEYORS, INC. (LB 2791)
ROBERT R. EVERS
Professional Surveyor and Mapper
5675
STATE OF FLORIDA
ROBERT R. EVERS
FLORIDA CERTIFICATE NUMBER 5675
BY:

Robert Evers
Digitally signed by Robert Evers
Date: 2025.08.06 09:30:33 -04'00'

SYMBOLS :
- ■ = REBAR ROUND (SIZE SHOWN HEREON)
- ○ = 1/2" REBAR & CAP SET
- ⊡ = 4"x4" CONCRETE MONUMENT & CAP SET
- ■ = CONCRETE MONUMENT FOUND (SIZE SHOWN HEREON)
- ● = R.L.S. DISC/NAIL FOUND (SIZE SHOWN HEREON)
- ⊙ = R.L.S. DISC/NAIL SET
- ✪ = IRON PIPE FOUND (SIZE SHOWN HEREON)
- ◆ = RAILROAD SPIKE FOUND
- ● = BOLT FOUND (SIZE SHOWN HEREON)
- ★ = P/K NAIL FOUND

DATE	07/23/2025
W.O. No.	09-930-03
DRAWN BY	J.V.WEB
FIELD BOOK	530/47-48
CADD FILE / FILE No.	09-930-03 M-1132


City of DeLand
Z25-169
BUSINESS RETAIL
REZONING
SUBJECT PROPERTY
GLEN ROYAL TER
RRCA
A-3CA
A-3A
RRA
HEARTWOOD DR
N SPRING GARDEN AV
ASTERFIELD LN
HONEY PETAL LN
POLLARD GROVE DR
R-3A
B-2CA
B-4CA
R-3CA
GREENS DAIRY RD
VC:R-3
VC:R-3C
MILLER DR
N STONE ST
BEXLEY CT
GRANTHAM WAY
W INTL SPEEDWAY BLVD
ROWCA
Miller PD
B-5CA
CANARY DR
GREENLAND TER
CARDINAL LN
VC:R-3A
VC:A-3
B-1A
Legend:
City Zoning
County Zoning
N
Not to Scale



Legend:

City Zoning

County Zoning

N

Not to Scale

Kendall Story

From: Doug Green <dgreen2268@gmail.com>
Sent: Wednesday, March 11, 2026 6:30 PM
To: Planning
Subject: z25-169 R3C to Bus Retail

Our names are Douglas and Brenda Green . We have lived on the corner of Greens Dairy Road and Miller Drive for 46 years. Our daughters walked to the school bus on Green's Dairy Rd in the 1980s. This road has continued to be used by the neighbors for morning and evening walks. Joggers, bicyclists and dog walkers also use Green's Dairy as a "neighborhood road". Residents from the new subdivision, Addison Place, have been coming out to walk it as well. They have no other neighborhood access except for Green's Dairy. The Volusia County School bus uses it in the morning and afternoon. There is a significant amount of cut through traffic at times from 15A to Stone and back. RJ Carter Plumbing on 15A and Green's dairy receives all his equipment in 24 foot box trucks. His plumbers drive to and from their appointments on this road instead of using 15A , I would guess 75 % of the time.I have seen wildlife and domestic pets killed on this road.Speeders take advantage of the cut through to !5A because the half mile has no impediment to stop them. There are pedestrian signs at the sidewalk entrance to Addison Place but that is not going to stop a 55 mph car. One other characteristic about Green's Dairy Rd is the fact that it is not flat. From 15A to Stone there is a rise in the road about half way which prevents eastbound drivers from having a complete line of sight of any pedestrians. The speeders also turn onto Green's Dairy from Stone and accelerate up to 45 to 55 while the street is posted 30MPH. I hope you will place yourself in our neighborhood and do the right thing.

CITY OF DELAND
Request for Commission Action
April 20, 2026

SUBJECT: Approval of Employment Contract with City Clerk-Auditor.

DEPARTMENT: Admin Services

PREPARED BY: Jeremy Wiggins, HR Director

ATTACHMENTS: Employment Contract - Christian Gowan - Signed

APPROVED BY: Michael Pleus, City Manager, April 15, 2026

SUMMARY/HIGHLIGHT:

The former City Clerk, Julie Hennessy, announced her retirement at the beginning of December 2025 and retired on January 1, 2026. The City Commission directed staff to begin a recruitment process for the selection of the next City Clerk-Auditor. On March 3, 2026 staff sent the applications of the five (5) top qualified candidates to the City Commission for their consideration. The City Commission elected to interview each of the five (5) presented candidates, and after appropriate consideration made the decision to select Mr. Christian Gowan. Mayor Cloudman, with the assistance of City staff, negotiated the proposed contract with Mr. Christian Gowan.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

SUSTAINABILITY:

FISCAL IMPACT:

This item has a fiscal impact of $134,099, which includes pay and benefits. There are funds in the City Clerk's budget to cover this expense.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached employment contract with Christian Gowan for the position of City Clerk-Auditor.

BACKGROUND/DISCUSSION:

The former City Clerk, Julie Hennessy, announced her retirement at the beginning of December 2025 and retired on January 1, 2026. The former Deputy City Clerk, Julia Hewitt, was appointed to the role of Interim City Clerk on December 2, 2025. The City Commission directed staff to begin an internal recruitment process for the selection of the next City Clerk. Ms. Hewitt provided her resignation with an effective date of February 11, 2026. The City Commission hired Ms. Dale Arrington as Interim City Clerk, effective February 12, 2026, on a temporary basis while they concluded their hiring process and opened their recruitment process to include external candidates.

On March 3, 2026, staff sent the applications of the five (5) top qualified candidates to the City Commission for their consideration. In total, forty-one (41) applications were received for the City Clerk-Auditor position. The

City Commission elected to interview each of the five (5) presented candidates, and after a thorough interview process containing written assessments, one-on-one interviews with each candidate, and interviews by the full Commission with each candidate, the City Commission made the decision to select Mr. Christian Gowan. Mayor Cloudman, with the assistance of City staff, negotiated the proposed contract with Mr. Christian Gowan. The following is a summary of the terms of the contract with Mr. Gowan for the position of City Clerk-Auditor.

COMPENSATION

- Starting Annual Salary: $105,000.00
- Certification-Based Pay Increases – The following certifications, if obtained, will each trigger an automatic base pay increase at the time the certification is earned:

  - Master Municipal Clerk (MMC) Certification through the Florida Association of City Clerks (FACC): 5.0% base pay increase
  - Florida Certified Records Manager (FCRM) Certification through the Florida Records Management Association: 2.5% base pay increase
  - Internal Audit Practitioner (IAP) Certification through the Institute of Internal Auditors: 2.5% base pay increase

- Annual Pay Adjustments in the same manner as all general City employees

BENEFITS

- Health Insurance in the same manner as all general City employees

- Retirement:
  - The City will contribute 10% towards a 401(a) defined contribution retirement account
  - Vesting Schedule: 100% from date of hire
  - Option to participate in employee-funded 457(b) deferred compensation plan

- Cell Phone Allowance $120.00 monthly

TIME OFF & LEAVE

- Vacation Leave: beginning at 3.08 hours biweekly, approximately, two (2) weeks (80 hours) per year

- Sick Leave: 3.08 hours biweekly, approximately, two (2) weeks (80 hours) per year
  - Front-loaded forty (40) hours of sick leave upon your date of hire
- Executive Compensatory Time

SEPARATION & SEVERANCE

- Voluntary Resignation: a minimum of four (4) weeks' advance written notice
- Termination for Cause: No severance pay will be provided
- Termination Without Cause:

- Initially set at ten (10) weeks of severance pay
- For each year of service completed beyond five (5) years, one (1) additional week of severance will be added
- Severance pay is capped at the state-allowable maximum of twenty (20) weeks after fifteen (15) years of employment

CITY OF DELAND EMPLOYMENT AGREEMENT
CITY CLERK-AUDITOR

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is by and between the CITY OF DELAND, a Florida municipal corporation (hereinafter referred to as "City"), and CHRISTIAN GOWAN (hereinafter referred to by name or as "City Clerk-Auditor").

W I T N E S S E T H:

WHEREAS, the City desires to employ Christian Gowan as the City Clerk-Auditor of the City of DeLand, Florida, as provided for in Section 1 of this Agreement; and

WHEREAS, the City, through its City Commission, desires to provide for certain benefits and compensation for the City Clerk-Auditor and to establish conditions of employment applicable to the City Clerk-Auditor; and

WHEREAS, Christian Gowan desires to accept employment with the City of DeLand as City Clerk-Auditor pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

Section 1. Employment.

A. The City of DeLand hereby hires and appoints Christian Gowan as its City Clerk-Auditor, under the terms established herein, to perform the duties of the City Clerk-Auditor and functions specified in Section 39 the City Charter and any other applicable provisions of the City Charter or the City Code of Ordinances, including auditing duties, records management, and other responsibilities as are typically performed by a Florida municipal clerk / auditor.

B. The City's employment of Christian Gowan as City Clerk-Auditor shall be effective May 26, 2026. This Agreement shall remain in effect until terminated by the City or by the City Clerk-Auditor as provided herein.

Section 2. Salary.

A. For the performance of services pursuant to this Agreement, the City agrees to pay the City Clerk-Auditor an annual base salary of $105,000.00 per year or ($4,038.46 bi-weekly), payable in installments at the same time as City Employees are paid.

B. The City provides annual pay-for-performance increases each October at the start of the new fiscal year. Outside of the certification-based increases noted below, the City Clerk-Auditor will be eligible to receive these annual increases in the same manner as all other City employees. However, the City Clerk-Auditor will not be eligible for the first annual increase until after the

successful conclusion of the six (6) month probationary period.

C. The City shall increase the base salary in the amounts shown below upon the City-Clerk-Auditor achieving the following certifications, with the increase taking effect on the first day of the pay period following the date on which the City's Human Resources Director receives written confirmation of the certifications:

- Five percent (5%) upon achieving certification as a Master Municipal Clerk (MMC) through the Florida Association of City Clerks (FACC).

- Two and one-half percent (2.5%) upon achieving certification as a Florida Certified Records Manager (FCRM) through the Florida Records Management Association.

- Two and one-half percent (2.5%) upon achieving certification as an Internal Audit Practitioner (IAP) Certification through the Institute of Internal Auditors.

D. The City may also increase said base salary and/or other benefits of the City Clerk-Auditor in such amounts and to such an extent as the City Commission may determine desirable on the basis of Performance Evaluations of the City Clerk-Auditor.

E. The City Clerk-Auditor will work collaboratively with the City Commission to establish either monthly or quarterly performance measures and will provide regular updates to the Commission regarding department operations and progress toward those measures. Formal probationary review will be conducted at the conclusion of the six (6) month probationary period.

F. The City's failure to conduct any of the scheduled evaluations shall not constitute non-compliance with a material provision of this Agreement.

Section 3. Paid Time Off (PTO) and Leave.

Upon the commencement of this Agreement, the City Clerk-Auditor shall accrue vacation leave at the standard rate for new hires, beginning at 3.08 hours biweekly (approximately two (2) weeks, or 80 hours, per year). City Clerk-Auditor shall also accrue sick leave at a rate of 3.08 hours biweekly (approximately two (2) weeks, or 80 hours, per year). City Clerk-Auditor will be front-loaded forty (40) hours of sick leave upon the date of commencement of employment as set forth in Section 1.B. of this Agreement. The vacation and sick leave accrual rates shall increase during the term of City Clerk-Auditor's employment according to the leave benefit schedules identified for general employees within the Employee Rules and Regulations. As an exempt employee, City Clerk-Auditor will be eligible to participate in the City's Executive Compensatory Time (Comp Time) Program, which allows banking up to 80 hours of Comp Time, accrued on a straight-time basis. Any planned time off or conference attendance will require advance notification to the full City Commission.

Section 4. Duties and Obligations.

A. The City Clerk-Auditor shall have the duties, responsibilities, and powers as set forth by

the City's Charter and Ordinances and such other legally permissible and proper duties and functions as the City Commission shall from time to time assign. The City Clerk-Auditor agrees to perform all duties and responsibilities faithfully, industriously, and to the best of his ability and in a professional and competent manner. The City Clerk-Auditor will work collaboratively with the City Commission to establish either monthly or quarterly performance measures and will provide regular updates to the Commission to keep them apprised of the department's operations and progress toward those measures.

B. The City Clerk-Auditor shall remain in the exclusive employ of the City and shall devote all such time, attention, knowledge and skills necessary to faithfully perform the duties under this Agreement. The City Clerk-Auditor may, however, engage in educational and professional activities, such as serving as an officer of a professional organization related to service as a municipal clerk, upon receipt of approval by the City Commission, provided that such activities shall not interfere with his primary obligation to the City as its City Clerk-Auditor. The City Clerk-Auditor shall be generally required to be on duty during the City's normal business hours and shall dedicate no less than an average of forty (40) hours per work week in the performance of his duties hereunder. The City Clerk-Auditor understands that he will devote the time necessary to perform his duties and functions even if it requires an excess of forty (40) hours per work week. As City Clerk-Auditor, any planned time off or conference attendance will require advance notification to the full City Commission.

C. In the event the City Clerk-Auditor serves, with the approval of the City Commission, on any appointed boards or elected boards of any professional organization, or serves on any committees related to their professional activities, and any monies are paid, or gifts received, by the City Clerk-Auditor related to such service, such money or property shall be paid over to or delivered to the City, unless otherwise provided by the City Commission.

Section 5. Professional Development.

The City agrees to pay reasonable and customary travel and subsistence expenses for the City Clerk-Auditor's travel to and attendance at professional conferences, seminars, and training programs relevant to the duties of the City Clerk-Auditor. The cost of such certification programs may be supported through the Clerk's training budget. Any planned time off or conference attendance by the City Clerk-Auditor requires advance notification to the full City Commission.

Section 6. Cell Phone Allowance.

The City shall provide the City Clerk-Auditor with a monthly cell phone allowance of $120.00, paid out biweekly at $55.38 per pay period.

Section 7. Dues and Subscriptions

The City agrees to pay City Clerk-Auditor's professional dues for membership in professional associations relevant to the position, as approved in advance by the City and subject to budget availability.

Section 8. Holidays.

The City Clerk-Auditor is entitled to the same paid holidays as all regular City employees. However, immediately before, during, and immediately after declared states of emergency, or those which are reasonably expected to be declared, the City Clerk-Auditor may be called upon to work even when City Hall is closed and many other general employees are not required to work.

Section 9. Health, Dental, Life and Disability Insurance

The City agrees to provide health insurance coverage in the same manner as all regular City employees.

Such coverage will be effective on July 1, 2026 so long as the City Clerk-Auditor commences employment on the date set forth in Section 1.B. of this Agreement.

Section 10. Retirement.

The City will contribute 10% of the City Clerk-Auditor's base salary to a 401(a) defined contribution retirement account on behalf of the City Clerk-Auditor. No employee contribution is required from City Clerk-Auditor. City Clerk-Auditor will be one hundred percent (100%) vested in the City Clerk-Auditor's 401(a) account from the date of commencement of employment as set forth in Section 1.B. of this Agreement. The City Clerk-Auditor will also have the option to participate in an employee-funded 457(b) deferred compensation plan on the same basis as all other employees of the City, should he choose to do so.

Section 11. Termination.

A. Employment may be terminated with or without cause by the City or City Clerk-Auditor, in accordance with the procedures provided herein. If the City chooses to terminate the City Clerk-Auditor, the City Commission must approve terminating the City Clerk-Auditor by a majority vote.

B. If the City Clerk-Auditor is unable to perform his duties for any reason, including but not limited to sickness, accident, injury, or mental incapacity, for a period of four (4) successive weeks beyond any accrued sick leave, the City shall have the option to terminate City Clerk-Auditor's employment, except as prohibited by applicable law and City Personnel Policy, in which case the City Commission must approve terminating the City Clerk-Auditor by a majority vote.

C. The Agreement shall not be construed to create anything other than a terminable at will employment relationship between City and City Clerk-Auditor. The City Clerk-Auditor may terminate his employment with the City by directing written notice of termination, at least four (4) weeks prior to the effective date of such termination, to the Mayor, with a copy to the City Manager, by certified or registered mail, returned receipt requested. In the event of such termination, Employee shall not be entitled to receive the severance pay provided for in the Employment Agreement but shall be entitled to payment of accrued leave as applicable for general employees within the Employee Rules and Regulations at the rate of pay effective at time of termination.

Section 12. Severance.

A. The Employment Agreement shall immediately terminate, and City Clerk-Auditor shall not be entitled to the severance benefits if the City Clerk-Auditor is convicted, pleads no contest to, or receives a withhold of adjudication for a felony or crime involving moral turpitude or dishonesty, or if he acts with gross misfeasance or malfeasance or otherwise is guilty of gross misconduct which constitutes conduct demonstrating willful or wanton disregard of the City's interests, a deliberate violation or disregard of the standards of behavior to which the City has a right to expect of City Clerk-Auditor, carelessness or negligence to a degree or recurrence that manifests culpability, wrongful intent, or evil design, or shows an intentional and substantial disregard of the City's interests or of City Clerk-Auditor's duties and obligations to the City, including but not limited to conduct resulting in material harm to the City, willful neglect or failure to perform his or her duties, gross insubordination, misconduct, as defined in section 443.036(29), Florida Statutes, as it may be amended from time to time, or acts of dishonesty. For termination due to the reasons stated pursuant to this Section 2.A. of this Agreement, the City Clerk-Auditor is only entitled to compensation for hours actually worked up to the termination date and compensation for accrued vacation time.

B. If the City Clerk-Auditor is terminated without cause, as defined in Section 215.425(4)(a)1, Florida Statutes, he shall receive a minimum of ten (10) weeks of pay equal to his then-current salary and earned and unused vacation, and retirement benefits. After the City Clerk-Auditor has been employed for five (5) years, the amount of severance pay shall increase by one (1) week for each year of employment with the City after five (5) years until severance pay reaches twenty (20) weeks, such that at the completion of the fifteenth (15th) year of employment with the City and thereafter, the amount of such severance pay shall equal twenty (20) weeks. During the severance period, City Clerk-Auditor will also continue to be enrolled in his City's health insurance plan with employer and employee contributions unchanged. In no event shall the severance pay exceed twenty (20) weeks of compensation. If the City Clerk-Auditor resigns or is terminated with cause for misconduct, as defined in Section 443.036(29) Florida Statutes, the City shall not be obligated to pay severance and related benefits.

C. If the Employment Agreement is terminated by City and the City Clerk-Auditor is entitled to severance benefits, City Clerk-Auditor must execute a general and full release releasing the City, its officials, officers, employees, attorneys, and agents from any and all obligations, claims or liabilities arising out of City Clerk-Auditor's employment with the City, including but not limited to claims for wrongful termination, discrimination of any kind and defamation. If the City Clerk-Auditor refuses to execute said release, the City may seek specific performance of this Agreement and injunctive relief requiring the Employee to sign said release, amongst its available remedies. Said release shall not release the City from its obligations to indemnify the City Clerk-Auditor under the Indemnification & Bonding section of this Agreement.

Section 13. Indemnification.

Except as prohibited by applicable law, the City shall defend, save harmless, and indemnify the City Clerk-Auditor against any tort, professional liability claims or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in in the performance the City Clerk-Auditor's duties or resulting from the exercise of judgment or discretion in connection with the performance of their assigned duties or responsibilities. The City

shall maintain the right to compromise and settle any such claim or legal action.

Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed during employment as City Clerk-Auditor, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the City.

Section 14. Bonding

The City agrees to bear the full cost of any fidelity or other bonds required of of the City Clerk-Auditor under any policy, regulation, ordinance or law.

Section 15. General Terms and Conditions

A. If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of Christian Gowan.

D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by both parties.

E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in Volusia County, Florida. The parties agree that any such enforcement action shall be non-jury.

F. Upon Christian Gowan's death, the City's obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to their designated beneficiaries;

2. Payment of accrued leave balances in accordance with this Agreement;

3. Payment of all outstanding hospitalization, medical and dental bills in accordance with City's insurance policies or plans; and

4. Payment of all life insurance benefits in accordance with the City's insurance policies or plans.

G. The parties acknowledge that each has shared equally in the drafting and preparation of

this Agreement and have had access to an attorney accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

H. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

CITY CLERK – AUDITOR

Christian D. Gowan

Date Executed: 04/13/2026

CITY OF DELAND

By:_____
Christopher M. Cloudman
Mayor/Commissioner

Date Executed:_____

ATTEST:

By:_____
Michael P. Pleus, City Manager

Date Executed:_____

CITY OF DELAND
Request for Commission Action
April 20, 2026

SUBJECT: Consideration of Purchase Contract for Future East Side Fire Station Site.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: PSA with Mountain of Faith International Ministries, Inc., 2-76-26 Boundary Survey (3-30-26), Survey Markup of Potential Acquisiton Area for City Fire Station

APPROVED BY: Michael Pleus, City Manager, April 14, 2026

SUMMARY/HIGHLIGHT:

The Fire Department is in need of a site for a new fire station on the east side of the City near State Road 44 (New York Avenue). The Fire Department identified a specific area within which the station should ideally be located. The City has identified a parcel owned by Mountain of Faith International Ministries, Inc. which is located at 1201 East New York Avenue. The City proposes to purchase the western 1.45 acres of the site and the seller would retain the eastern portion of its property.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

SUSTAINABILITY:

FISCAL IMPACT:

The purchase price is $145,000 and there would be closing costs associated with the transaction. Funding was not included in the FY 25/26. Staff proposes that funding come either from General Fund capital reserves or available fire impact fees in the GIFT Fund. A future budget amendment will be presented to the City Commission for approval.

RECOMMENDATION:

Approve the real estate contract for property located at 1201 East New York Avenue.

BACKGROUND/DISCUSSION:

Based upon the growth on the eastern side of the City, there is a need for a new fire station in that general area. Our analytic data takes into account historical & projected call volumes, call locations, traffic patterns, and other factors. This data supports a new Fire Station being located in this area which will reduce the existing service gap in this geographical location and help offload calls on the east side of the downtown. The subject property has been identified and the seller was willing to sell its property. The City will go through a fairly simple subdivision exemption / lot combination process with Volusia County.

This property is currently located in unincorporated area of the County, but is contiguous to the City. It is also in an area that is slated for annexation into the City as part of the Greater DeLand Area. If this contract is

approved, the City will consider annexation of the property, or if that is not possible in the event that annexation would create an enclave, then the City would approach the County to execute an interlocal agreement for the placement of a fire station outside of the City limits.

Paul, Elkind, Branz & Paul, LLP

142 East New York Avenue
DeLand. FL 32724
(386) 734-3020

Vacant Land Contract

1. **Sale and Purchase ("Contract"):** *Mountain of Faith International Ministries, Inc.* ("**Seller**") and *City of DeLand* ("**Buyer**") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
   Address: *a portion of 1201 East New York Avenue, DeLand, Florida*
   Legal Description: *1.45 acres of 1201 East New York Avenue, DeLand, Florida as depicted in the attached Exhibit "A".*

   SEC ___/TWP /___/RNG ___ of *Volusia* County, Florida. Real Property ID No.: *701023000020*
   including all improvements existing on the Property and the following additional property: _____

2. **Purchase Price:** (U.S. currency) ..... $ *145,000.00*
   All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
   Escrow Agent's Name: *First Choice Title of Florida*
   Escrow Agent's Contact Person: *Missy Elkins*
   Escrow Agent's Address: *904 W New York Avenue, DeLand, Florida 32720*
   Escrow Agent's Phone: *386-878-2930*
   Escrow Agent's Email: *missy@fctfl.com*

   (a) Initial deposit ($0 if left blank) (**Check if applicable**)
   ☐ accompanies offer
   ☒ will be delivered to Escrow Agent within *3* days (3 days if left blank)
   after Effective Date ..... $ *5,000.00*
   (b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)
   ☐ within _____ days (10 days if left blank) after Effective Date
   ☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period ..... $ _____
   (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) ..... $ _____
   (d) Other: _____ ..... $ _____
   (e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations) *140,000.00*
   to be paid at closing by wire transfer or other Collected funds ..... $ _____

   (f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____ prorating areas of less than a full unit. The purchase price will be $_____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation: _____

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before *May 19, 2026*, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.**

4. **Closing Date:** This transaction will close on *August 14, 2026* ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

5. **Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

©2026Florida Realtors®

Licensed to Alta Star Software and ID1825946.460528
Software and added formatting © 2026 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (**Check as applicable**)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing: Buyer** will secure a commitment for new third party financing for $ _____ or _____% of the purchase price at (**Check one**) ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing: Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $_____, bearing annual interest at _____% and payable as follows:

_____

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to

_____

LN#_____ in the approximate amount of $_____ currently payable at $_____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (**Check one**) **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☒ may not assign this Contract.

8. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at (**Check one**) ☐ **Seller's** ☒ **Buyer's** expense and (**Check one**) ☒ within *15* days after Effective Date ☐ at least _____ days before Closing Date, (**Check one**)

©2026Florida Realtors®

Licensed to Alta Star Software and ID1825946.460528
Software and added formatting © 2026 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

(1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) Title Examination: After receipt of the title evidence, **Buyer** will, within *15* days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within *30* days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) Ingress and Egress: **Seller** warrants that the Property presently has ingress and egress.

9. Property Condition: **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) Inspections: (Check (1) or (2))

(1) ☒ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within *60* days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is"

©2026Florida Realtors®

Licensed to Alta Star Software and ID1825946.460528
Software and added formatting © 2026 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

(2) ☐ **No Due Diligence Period: Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone: Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:**
Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) **Buyer Costs:**
Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☒ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

©2026Florida Realtors®

Licensed to Alta Star Software and ID1825946.460528
Software and added formatting © 2026 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

(e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days, based on where the Property is located, will be used when computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103), or on a day a national legal holiday is observed shall extend to the next calendar day which is not a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: Seller or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

©2026Florida Realtors®

Licensed to Alta Star Software and ID1825946.460528
Software and added formatting © 2026 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

(a) Seller Default: If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

(b) Buyer Default: If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any offer of compensation made by **Seller** or listing broker to cooperating brokers.

©2026Florida Realtors®

Licensed to Alta Star Software and ID1825946.460528
Software and added formatting © 2026 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

Seller's Sales Associate/License No.	**Buyer's** Sales Associate/License No.
Seller's Sales Associate Email Address	**Buyer's** Sales Associate Email Address
Seller's Sales Associate Phone Number	**Buyer's** Sales Associate Phone Number
Listing Brokerage	**Buyer's Brokerage**
Listing Brokerage Address	**Buyer's Brokerage Address**

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable**):

☐ A. Back-up Contract
☐ B. Kick Out Clause
☐ C. HOA Addendum
☐ D. Other _____

23. Additional Terms:

Contract is contingent upon the issuance by Volusia County of a Subdivision Exemption – Lot Combination to create a buildable lot as depicted in the attached survey. If Buyer with due diligence cannot obtain the Subdivision Exemption – Lot Combination by July 31, 2026, then this contract will terminate and the Buyer shall be entitled to a full refund of the deposit.

Seller shall cooperate with Buyer and execute any documents necessary to apply for and receive a Subdivision Exemption – Lot Combination.

Buyer agrees to pay all closing costs with the exception of prorated taxes and any assessments or other liens.

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
☐ Seller rejects Buyer's offer

[The remainder of this page is intentionally left blank.

This Contract continues with Line 368 on Page 8 of 8.]

©2026Florida Realtors®

Licensed to Alta Star Software and ID1825946.460528
Software and added formatting © 2026 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

Buyer: *City of DeLand* Date: _____

Print name: _____

Buyer: _____ Date: _____

Print name: _____

Buyer's address for purpose of notice:

Address: *City of DeLand C/O Aeriel A. McCann, Esq., 142 East New York Avenue, DeLand, Florida 32724*

Phone: *386-734-3020* Fax: _____ Email: *amccann@paulandelkind.com*

Seller: *Mountain of Faith International Ministries, Inc.* John L. Hickman President Date: 4-6-26

Print name: John L. Hickman President of MOFIM

Seller: _____ Date: _____

Print name: _____

Seller's address for purpose of notice:

Address: *Mountain of Faith International Ministries, Inc. C/O Pastor John Hickman, 1201 East New York Avenue, DeLand, Florida 32724*

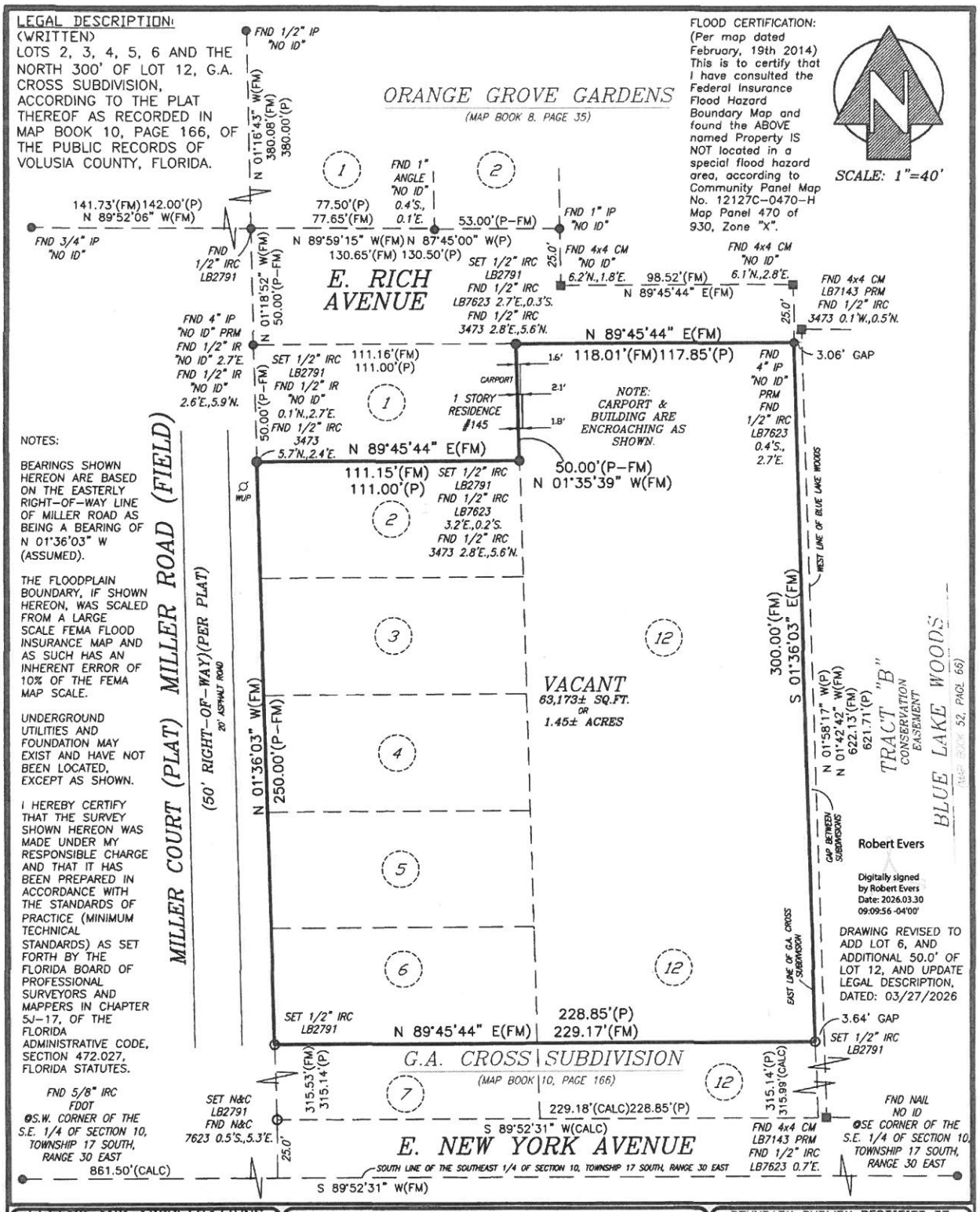
Phone: *386-956-9422* Fax: _____ Email: *sreeves31@icloud.com*

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only be real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

©2026Florida Realtors®

Licensed to Alta Star Software and ID1825946.460528
Software and added formatting © 2026 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

Exhibit "A"



NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT-OF-WAY LINE OF MILLER ROAD AS BEING A BEARING OF N 01°36'03" W (ASSUMED).

THE FLOODPLAIN BOUNDARY, IF SHOWN HEREON, WAS SCALED FROM A LARGE SCALE FEMA FLOOD INSURANCE MAP AND AS SUCH HAS AN INHERENT ERROR OF 10% OF THE FEMA MAP SCALE.

UNDERGROUND UTILITIES AND FOUNDATION MAY EXIST AND HAVE NOT BEEN LOCATED, EXCEPT AS SHOWN.

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND THAT IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE (MINIMUM TECHNICAL STANDARDS) AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, OF THE FLORIDA ADMINISTRATIVE CODE, SECTION 472.027, FLORIDA STATUTES.

LEGEND AND ABBREVIATIONS

AC	Air Conditioning Unit	LB	Land Surveying Business
ASPH	Asphalt	M.B.	Map Book
BM	Benchmark	ME'S	Mitered End Section
CALC	Calculated	MON	Monument
CATV	Cable TV Service	N&C	Nail & Cap
CB	Concrete Block	NO ID	No Identity
℄	Center Line	OR	Official Record Book
CLF	Chainlink Fence	(P)	Plat
CM	Concrete Monument	PC	Point of Curve
CMP	Corrugated Metal Pipe	PCC	Point of Compound Curve
CONC	Concrete	PCP	Permanent Control Point
COR	Corner	PG	Page
CUP	Concrete Utility Pole	PRC	Point of Reverse Curve
(D)	Deed Call	PRM	Permanent Reference Monument
EL	Elevation	PSI	Point of Street Intersection
FFE	Finish Floor Elevation	PSM	Professional Surveyor & Mapper
(FM)	Field Measurement	PVC	Poly-Vinyl-Chloride Pipe
FNC	Fence	R	Radius of Curve or Radial Line
FND	Found	RP	Radius Point
FH	Fire Hydrant	RLS	Registered Land Surveyor
INV	Invert	T	Tangent
IR	Iron Rod	TBM	Temporary Benchmark
IRC	Iron Rod & Cap	WPF	Wood Privacy Fence
IP	Iron Pipe	WUP	Wood Utility Pole

BLACKWELL & ASSOCIATES LAND SURVEYORS, INC
995 W. VOLUSIA AVE. • DELAND, FL. • PH: (386)-734-8050
WWW.BLACKWELLSURVEYING.COM

BOUNDARY SURVEY CERTIFIED TO:

CITY OF DELAND

NOTE:

This Plat of Survey is certified to and prepared for the sole and exclusive benefit of the entities and or individuals shown hereon, valid on the most current date shown hereon, and shall not be relied upon by any other entity or individual whomsoever.

This Survey / Sketch has been prepared without benefit of abstract or title search unless otherwise noted hereon.

There may be additional restrictions and/or other matters of record not shown on this Survey / Sketch that may be found in the Public Records of the county or contained within the Title Commitment.

NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

ROBERT R. EVERS License Number 5675 STATE OF FLORIDA Professional Surveyor and Mapper

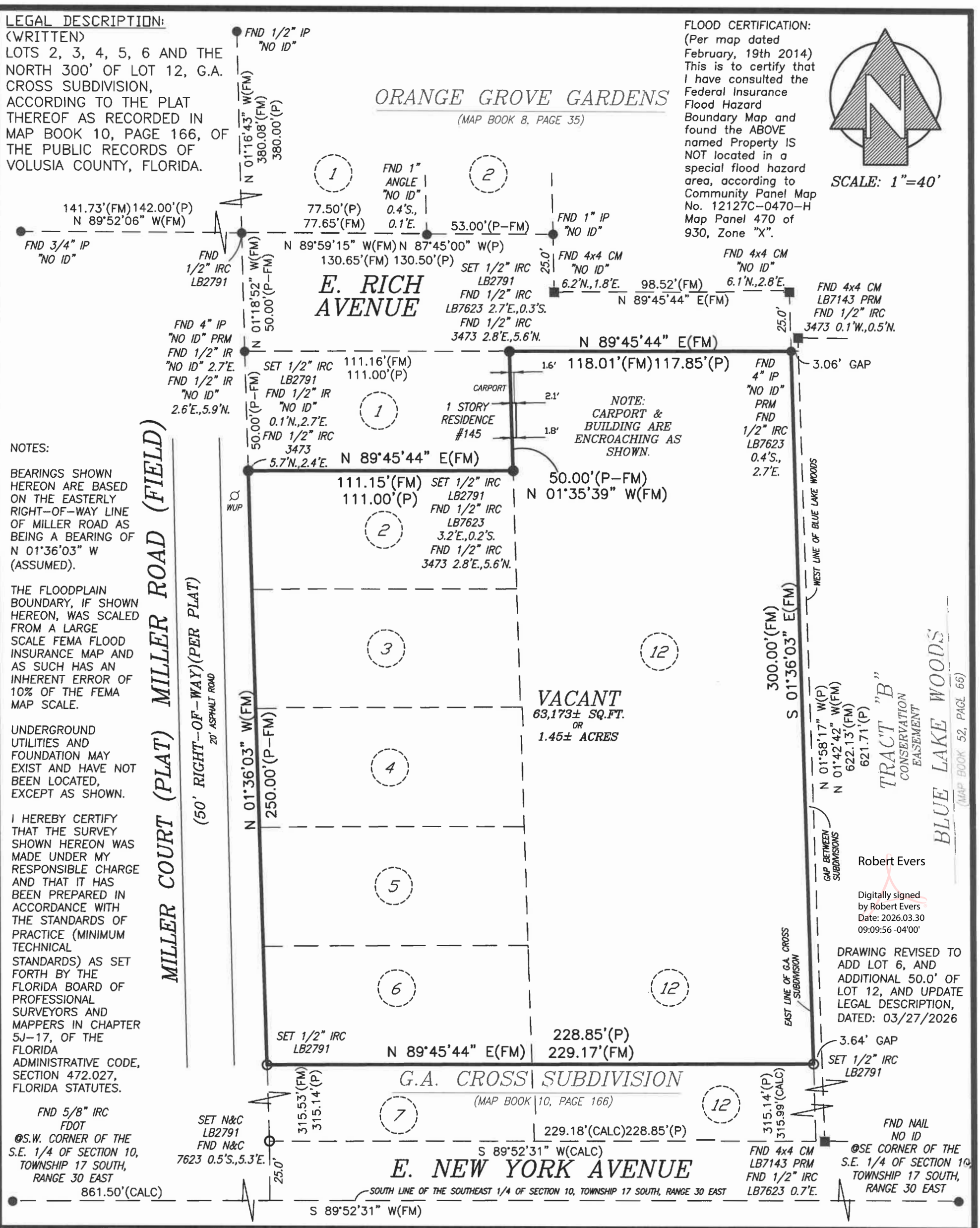
BLACKWELL & ASSOCIATES LAND SURVEYORS, INC
BY: ROBERT R. EVERS
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER LS5675

DATE :	02/26/2026
W.O. No.	02-76-26
DRAWN BY :	AK
FIELD BOOK :	775/76
CADD FILE :	02-76-26

LEGAL DESCRIPTION:
(WRITTEN)
LOTS 2, 3, 4, 5, 6 AND THE NORTH 300' OF LOT 12, G.A. CROSS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 10, PAGE 166, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

FLOOD CERTIFICATION:
(Per map dated February, 19th 2014)
This is to certify that I have consulted the Federal Insurance Flood Hazard Boundary Map and found the ABOVE named Property IS NOT located in a special flood hazard area, according to Community Panel Map No. 12127C-0470-H Map Panel 470 of 930, Zone "X".

SCALE: 1"=40'



NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT-OF-WAY LINE OF MILLER ROAD AS BEING A BEARING OF N 01°36'03" W (ASSUMED).

THE FLOODPLAIN BOUNDARY, IF SHOWN HEREON, WAS SCALED FROM A LARGE SCALE FEMA FLOOD INSURANCE MAP AND AS SUCH HAS AN INHERENT ERROR OF 10% OF THE FEMA MAP SCALE.

UNDERGROUND UTILITIES AND FOUNDATION MAY EXIST AND HAVE NOT BEEN LOCATED, EXCEPT AS SHOWN.

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND THAT IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE (MINIMUM TECHNICAL STANDARDS) AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, OF THE FLORIDA ADMINISTRATIVE CODE, SECTION 472.027, FLORIDA STATUTES.

Robert Evers
Digitally signed by Robert Evers
Date: 2026.03.30 09:09:56 -04'00'

DRAWING REVISED TO ADD LOT 6, AND ADDITIONAL 50.0' OF LOT 12, AND UPDATE LEGAL DESCRIPTION, DATED: 03/27/2026

LEGEND AND ABBREVIATIONS

A/C	Air Conditioning Unit	LB	Land Surveying Business
ASPH	Asphalt	MB	Map Book
BM	Benchmark	MES	Mitered End Section
CALC	Calculated	MON	Monument
CATV	Cable TV Service	N&C	Nail & Cap
CB	Concrete Block	NO ID	No Identity
℄	Center Line	OR	Official Record Book
CLF	Chainlink Fence	(P)	Plat
CM	Concrete Monument	PC	Point of Curve
CMP	Corrugated Metal Pipe	PCC	Point of Compound Curve
CONC	Concrete	PCP	Permanent Control Point
COR	Corner	PG	Page
CUP	Concrete Utility Pole	PRC	Point of Reverse Curve
(D)	Deed Call	PRM	Permanent Reference Monument
EL	Elevation	PSI	Point of Street Intersection
FFE	Finish Floor Elevation	PSM	Professional Surveyor & Mapper
(FM)	Field Measurement	PVC	Poly-Vinyl-Chloride Pipe
FNC	Fence	R	Radius of Curve or Radial Line
FND	Found	RP	Radius Point
FH	Fire Hydrant	RLS	Registered Land Surveyor
INV	Invert	T	Tangent
IR	Iron Rod	TBM	Temporary Benchmark
IRC	Iron Rod & Cap	WPF	Wood Privacy Fence
IP	Iron Pipe	WUP	Wood Utility Pole

BLACKWELL & ASSOCIATES
LAND SURVEYORS, INC
995 W. VOLUSIA AVE. * DELAND, FL. * PH: (386)-734-8050
WWW.BLACKWELLSURVEYING.COM

BOUNDARY SURVEY CERTIFIED TO:
CITY OF DELAND

NOTE:
This Plat of Survey is certified to and prepared for the sole and exclusive benefit of the entities and or individuals shown hereon, valid on the most current date shown hereon, and shall not be relied upon by any other entity or individual whomsoever.

This Survey / Sketch has been prepared without benefit of abstract or title search unless otherwise noted hereon.

There may be additional restrictions and/or other matters of record not shown on this Survey / Sketch that may be found in the Public Records of the county or contained within the Title Commitment.

NOT VALID WITHOUT [illegible] THE ORIGINAL RAISED SEAL OF A [illegible] AND MAPPER.

ROBERT R. EVERS
License Number 5675
STATE OF FLORIDA
Professional Surveyor and Mapper

BLAC[illegible]
SURV[illegible]
BY: [illegible]
ROBER[illegible]
FLORIDA [illegible]

DATE :	02/26/2026
W.O. No.	02-76-26
DRAWN BY :	AK
FIELD BOOK :	775/76
CADD FILE :	02-76-26

ALTA/NSPS Land Title Survey

Legal Description:

THE WEST 264 FEET, MORE OR LESS, OF THE EAST 2/3 OF THE WEST 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 10, TOWNSHIP 17 SOUTH, RANGE 30 EAST, EXCEPT LOT 1 OF G.A. CROSS SUBDIVISION, AS RECORDED IN MAP BOOK 10, PAGE 166, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A/K/A LOTS 2 TO 12, INCLUSIVE, OF THE SAID G.A. CROSS SUBDIVISION, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 166, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

FLOOD DISCLAIMER: BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN VOLUSIA COUNTY, COMMUNITY NUMBER 125155, DATED 02-19-2014.

L1
110.00'(P)
N 89°47'45" E 111.00'(C)
N 89°56'08" E 111.42'(M)

L2
50.00'(P)
N 01°48'15" W 50.00'(C)

L3
S 43°46'38" W 34.69'(C)
S 43°39'08" W 34.78'(M)

L4
50.00'(P)
N 01°48'15" W 50.00'(C)

L5
50.00'(P)
N 04°53'02" W 50.17'(C)

L6
21.00'(D)
S 01°07'42" E 20.87'(M)

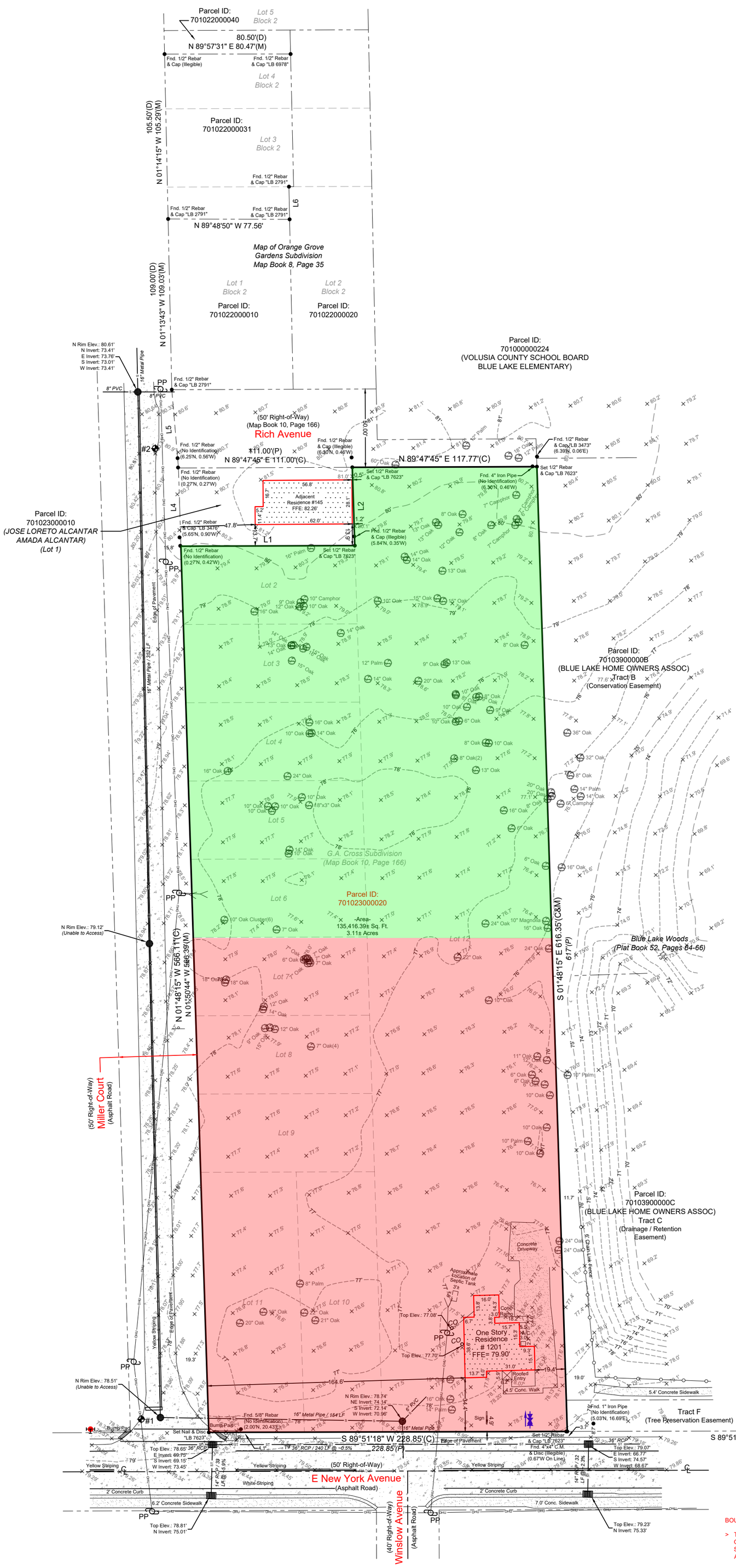
-Site Benchmark Information-
#1
Set Nail & Disc "BM LB 7623" in Pavement
Elevation: 78.26'

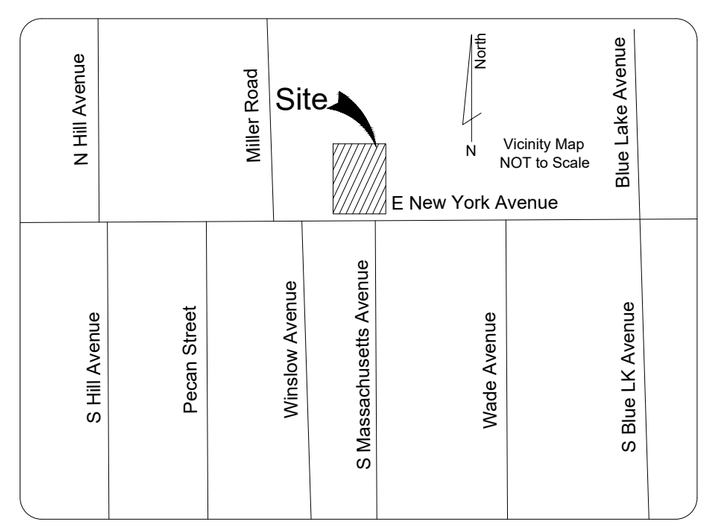
#2
Set Nail & Disc "BM LB 7623" in Pavement
Elevation: 80.42'

-Benchmark Information-
Florida Department of Transportation Datum
(Elevations are based upon NAVD '88)

-Utility Legend-

- Air Release Manhole
- Backflow Preventer
- Bollard
- CR - Cable Riser
- CO - Cleanout
- Concrete Light Pole
- PP - Concrete Power Pole
- CWP - Crosswalk Post
- Curb Inlet
- EB - Electric Box
- EM - Electric Meter
- FDC - Fire Department Connection
- FOC - Fiber Optic Cable
- FOC - Fiber Optic Cable Box
- Fire Hydrant
- GM - Gas Meter
- Gas Valve
- Guy Anchor
- Handicap Parking
- Mitered End Section
- OHU - Overhead Utility Line
- Sanitary Manhole
- Sanitary Valve
- SP - Signal Pole
- Sign
- Storm Inlet
- Storm Manhole
- TB - Telephone Box
- TR - Telephone Riser
- TLP - Traffic Light Pole
- TP - Traffic Panel
- TSB - Traffic Signal Box
- T - Transformer
- Water Valve
- Water Meter
- PP - Wood Power Pole





1201 E New York Ave, DeLand, FL 32724

Schedule B-II (Exceptions)

Issued by: WFG National Title Insurance Company
Commitment Number: 2676361FL-A
Issuing Agent: First Choice Title of Florida, LLC
Issuing Office File Number: 2025-2000
Commitment Date: August 3, 2025 at 8:00 AM

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met. ***No adverse claims or other matters provided at time of survey.***
2. Any rights, interests or claims of parties in possession not shown by the public records. ***None provided at time of survey.***
3. Easements or claims of easements not shown by the public records. ***None provided at time of survey.***
4. Any encroachment, encumbrance, violation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. The term encroachment includes encroachments of existing improvements located on the land onto adjoining land, and encroachments on the land of existing improvements located on adjoining land. ***Visible above ground encroachments shown on survey, if applicable.***
5. Any lien, or right to a lien, for services, labor, materials or equipment in connection with improvements, repairs or renovations provided before, on, or after Date of Policy and not shown by the Public Records at Date of Policy. ***Not survey related.***
6. Taxes and assessments for the year 2025 and subsequent years, which are not yet due and payable. ***Not survey related.***
7. Any adverse ownership claim by right of sovereignty to any portion of the lands insured hereunder, including tidelands, submerged, filled and artificially exposed lands and lands accreted to such lands or dispute as to the boundaries purportedly caused by a change in the location of any water body within or adjacent to the land. ***Not on a body of water.***
8. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges by any water, sewer or gas systems supplying the insured land. ***Not survey related.***
9. Easements, restrictions, covenants and conditions as set forth in the Plat of G.A. Cross Subdivision, recorded in Plat Book 10, page 166. ***Affects; nothing on plat to address.***
10. Covenant to Support Annexation as recorded in Official Records Book 3932, Page 3208. (Subject Property) ***Not survey related.***
11. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements. ***Not survey related.***
12. The nature, extent or existence of riparian/littoral rights is not insured. ***Not on a body of water.***
13. Title to any portion of the insured land lying below the ordinary/mean high water line (mark) of any navigable water body is not insured. ***Not on a body of water.***
14. Any and all rights of the United States of America over artificially filled lands in what were formerly navigable waters, arising by reason of the United States of America control over navigable waters in the interest of navigation and commerce, and any conditions contained in any permit authorizing the filling in of such areas. ***Not on a body of water.***

BOUNDARY NOTE:

> THIS BOUNDARY SURVEY IS BASED UPON THE FOREMOST FIELD MONUMENTATION AND OCCUPATION DISCOVERED ON THE DATE OF 09/18/2025, AND DELINEATED HEREON THE FACE OF THIS SURVEY. PROPERTY BOUNDARIES ARE SUBJECT TO CHANGE, IF OR WHEN, ANY OTHER PREEMINENT INFORMATION IS DISCOVERED AND DETERMINED TO AFFECT SUBJECT PROPERTY. SAID CHANGE IS WITHOUT HESITATION, CONSULTATION OR NOTIFICATION.

> BEARINGS ARE BASED ON STATE PLANE COORDINATES FLORIDA EAST ZONE 0901 - NAD '83.

N
W E
S

Graphic Scale
0' 25' 50' 100'
Scale: 1"=50'

ALTA/NSPS CERTIFICATION

Certified to: MOUNTAIN OF FAITH INTERNATIONAL MINISTRIES, INC., A TEXAS NOT FOR PROFIT CORPORATION; FIRST CHOICE TITLE OF FLORIDA, LLC; WFG NATIONAL TITLE INSURANCE COMPANY; MAINSTREET COMMUNITY BANK OF FLORIDA, ITS SUCCESSORS AND/OR ASSIGNS:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(b), 7(a), 7(b)(1), 8, 9, 11(b), 13, 16, and 18 of Table A thereof.
I hereby Certify that this ALTA/NSPS Land Title Survey of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown, Based on Information Furnished to Me as Noted and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 5J-17.052 Florida Administrative Codes, Pursuant to Section 472.027 Florida Statutes.

The fieldwork was completed on 09/18/2025

Date of Plat or Map: 09/23/2025

PATRICK K. IRELAND LICENSED PROFESSIONAL SURVEYOR & MAPPER NO. 6637 STATE OF FLORIDA

Patrick K. Ireland FOR THE FIRM LB 7623

This Survey is intended ONLY for the use of Said Certified Parties. This Survey NOT VALID UNLESS Digitally Signed.

Patrick K. Ireland, PSM 6637

Gross Land Area: 135,416.39 Square Feet or 3.11 Acres more or less

Setback Requirements: Front: 25'
Side: 20' combined, 8' minimum on each side
Rear: 20'

Zoning: R-4A

Square footage of Buildings: 1,578.36 Square Feet more or less

Parking Space Size: (Standard) 00 Parking Spaces found at time of Survey
(Handicap) 00 Parking Spaces found at time of Survey

In the process of conducting the fieldwork, no of earth moving work, building construction or building additions within recent months were observed.
In the process of conducting the fieldwork, no evidence of recent street or sidewalk construction or repairs were observed.
In the process of conducting the fieldwork, no evidence of site use as a solid waste dump, sump or sanitary landfill were observed.
In the process of conducting the fieldwork, no evidence of cemeteries and/or burial grounds were observed.
In the process of conducting the fieldwork, no evidence of any water features were observed.
In the process of conducting the fieldwork, no evidence of wetland delineation markers were observed.
Vehicular Access to Subject Property is provided by:
E New York Avenue; Miller Court

Revisions

Field Date: 09/18/25 | Date Completed: 09/23/25
Drawn By: BMJ | File Number: IS-146406

-Legend-

C	- Calculated	PC	- Point of Curvature
℄	- Centerline	Pg.	- Page
CB	- Concrete Block	PI	- Point of Intersection
CM	- Concrete Monument	P.O.B.	- Point of Beginning
Conc.	- Concrete	P.O.L.	- Point on Line
D	- Description	PP	- Power Pole
DE	- Drainage Easement	PRM	- Permanent Reference Monument
Esmt.	- Easement	PT	- Point of Tangency
F.E.M.A.	- Federal Emergency Management Agency	R	- Radius
FFE	- Finished Floor Elevation	Rad.	- Radial
Fnd.	- Found	R&C	- Rebar & Cap
IP	- Iron Pipe	Rec.	- Recovered
L	- Length (Arc)	Rfd.	- Roofed
M	- Measured	Set Rebar	- Set ½" Rebar & Cap "LB 7623"
N&D	- Nail & Disk	Typ.	- Typical
N.R.	- Non-Radial	UE	- Utility Easement
ORB	- Official Records Book	WM	- Water Meter
P	- Plat		- Delta (Central Angle)
P.B.	- Plat Book		
— —	- Wood Fence	—O—	- Chain Link Fence

-Notes-

>Survey is Based upon the Legal Description Supplied by Client.
>Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hiatus.
>Subject to any Easements and/or Restrictions of Record.
>Bearing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB".
>Building Ties are NOT to be used to reconstruct Property Lines.
>Fence Ownership is NOT determined.
>Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.
>Septic Tanks and/or Drainfield locations are approximate and MUST be verified by appropriate Utility Location Companies.
>Use of This Survey for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to give ANY Rights or Benefits to Anyone Other than those Certified.
>Flood Zone Determination Shown Heron is Given as a Courtesy, and is Subject to Final Approval by F.E.M.A. This Determination may be affected by Flood Factors and/or other information NEITHER known by NOR given to this Surveying Company at the time of this Endeavor. Ireland & Associates Surveying Inc. and the signing surveyor assume NO Liability for the Accuracy of this Determination.

Ireland & Associates Surveying, Inc.
800 Currency Circle Suite 1020
Lake Mary, Florida 32746
www.irelandsurveying.com
Office-407.678.3366
Fax-407.320.8165